

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



**Monday, July 17, 2023
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, July 17, 2023 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.

**A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE
TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON
WRITTEN REQUEST.**

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: 816 2672 6011 Passcode: 536231 . 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 James Clark - First Baptist 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

- **Budget Workshops:**
 - August 7th
 - August 21st
- **Kids Club Dates:**
 - August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.
- **2023 Swim Season (Jerry Matheson Park Pool):**
(See website tomballtx.gov for specific dates and times open)
The Pool will be open to the public on weekends until Labor Day.

F. Old Business

1. Adopt, on Second Reading, Ordinance Number 2023-20, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Winfrey Estates Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.

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 the Minutes of the July 3, 2023, Regular Tomball City Council Meeting.

2. Approve the sale of one tract of land located at the intersection of Medical Complex and Hufsmith-Kohrville (tract one), consisting of 0.5211 acres of land (RFP 2023-14) for a total amount of \$18,000, and authorize the City Manager to execute any and all documents related to the sale.
3. Approve Resolution Number 2023-34, a Resolution of the City Council of the City of Tomball, Texas approving an amended and restated Reimbursement Agreement relating to the Winfrey Estates Public Improvement District.
4. Approve Resolution 2023-35, a Resolution of the City Council of the City of Tomball, Texas, Setting a Date for a Public Hearing for proposed updates to the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for water and wastewater facilities; Authorizing the Publication and Mailing of Notice; Directing the Capital Improvement Advisory Committee make a recommendation on the Capital Recovery Fee Report; and Enacting Other Provisions Relating thereto.
5. Approve an agreement with Weaver & Tidwell, LLP for payroll reconciliation services, for an amount not to exceed \$50,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2022-2023 budget.

H. New Business

1. Adopt, on First Reading, Ordinance No. 2023-21, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2023 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).
2. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee-Community Development Director

I. Adjournment

CERTIFICATION

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 July 2023 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, CMC, 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) 351-5484 or FAX (281) 351-6256 for further information.

City Council Meeting Agenda Item Data Sheet

Meeting Date: July 17, 2023

Topic:

- **Budget Workshops:**
 - July 17th
 - August 7th
 - August 21st

- **Kids Club Dates:**
 - August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.

- **2023 Swim Season (Jerry Matheson Park Pool):**
(See website tomballtx.gov for specific dates and times open)
The Pool will be open to the public on weekends until Labor Day

Background:

Origination:

Recommendation:

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 # _____

City Council Meeting Agenda Item Data Sheet

Meeting Date: July 17, 2023

Topic:

Adopt, on Second Reading, Ordinance Number 2023-20, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Winfrey Estates Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.

Background:

First Reading and Adoption occurred during the July 3, 2023, Council Meeting. The property within the Winfrey Estates Public Improvement District Twelve (PID 12), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for the Improvement Area. Following the Public Hearing, it is necessary to levy assessments on the property within PID 12, as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2023-20 approves the Service and Assessment Plan and Assessment Roll for Winfrey Estates Public Improvement District Number Twelve.

Origination: Project Management

Recommendation:

Adopt Ordinance Number 2023-20, levying an assessment against properties located within Public Improvement District Number Twelve (PID 12), Winfrey Estates, on First Reading.

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. 2023-20

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS FOR THE WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT (THE “DISTRICT”); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

* * * * *

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 Winfrey Estates Public Improvement District (the “District”); and

WHEREAS, on January 3, 2022, the City Council accepted the Petition and called a public hearing for February 7, 2022 on the 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 January 12, 2022; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on February 7, 2022; and

WHEREAS, on February 7, 2022 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto; and Ordinance No. 2022-36

WHEREAS, the City Council approved the creation of the PID by Resolution approved on April 18, 2022 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, the District is being developed in a single phase and assessments are anticipated to be levied on all property within the PID; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized

Improvements within the District (the “Service and Assessment Plan”) and an assessment roll for of the District (the “Assessment Roll”) that states the assessment against each parcel of land within the District (the “Assessments”); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within 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 a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan 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 notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 3rd day of July, 2023, 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 developer of property within the District as described in the Service and Assessment Plan for the District has substantially completed the Authorized Improvements within the District; and

WHEREAS, the City wishes to levy assessments on the property within the District for the Authorized Improvements as set forth in the Service and Assessment Plan; and

WHEREAS, the City Council finds and determines that the Service and Assessment Plan and Assessment Roll attached thereto should be approved and that the Assessments should be levied on property within the District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll or the levy of Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Terms not otherwise defined in Sections 2 through 6 herein shall have the definitions as set forth in the Indenture (defined herein).

Section 2. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the First Supplemental Indenture.

Section 3. Approval of Issuance of Improvement Area #2 Bonds and Master Indenture of Trust. The issuance of Improvement Area #2 Bonds for the purpose of providing funds for (i) paying a portion of the Improvement Area #2 Costs, (ii) paying capitalized interest on the Bonds, (iii) funding the Bond Reserve Account of the Reserve Fund, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of each series of Improvement Area #2 Bonds, are hereby authorized and approved.

(a) The Improvement Area #2 Bonds shall be issued and secured under that certain Master Indenture of Trust dated September 15, 2022 by and between the City and the Wilmington Trust, N.A. as trustee (the “Master Indenture”), and pursuant to supplemental indentures for each series as authorized by the Master Indenture. Such Master Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Master Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

(b) The Improvement Area #2 Bonds issued pursuant to the Master Indenture shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in a supplemental indenture. The Improvement Area #2 Bonds shall be in substantially the form set forth in the Master Indenture and in a supplemental indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Improvement Area #2 Bonds. The Improvement Area #2 Bonds shall be payable from and secured solely by the Assessments levied on the Assessed Property for the Improvement Area #2 Costs, as set forth in the Service and Assessment Plan and other assets of the “Trust Estate” (as defined in the Indentures) pledged to such an Improvement Area #2 Bonds, and shall never be payable from ad valorem taxes.

Section 4. Approval of First Supplemental Indenture and Series 2022 Bonds. The City of Tomball, Texas Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2 Project)(the “Series 2022 Bonds”) shall be issued and secured under the Master Indenture and under that certain first supplemental indenture of trust dated September 15, 2022 by and between the City and Wilmington Trust, N.A., as trustee (the “First Supplemental Indenture” and together with the Master Indenture, the “Indentures”). The First Supplemental Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the First Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the First Supplemental Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 5. Sale of Bonds. Improvement Area #2 Bonds shall be sold pursuant to the provisions of the Master Indenture and supplemental indentures. The Series 2022 Bonds shall be sold as set forth in the First Supplemental Indenture.

Section 6. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2022 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #2 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 7. Continuing Disclosure Agreement. The City shall provide continuing disclosure for the Series 2022 Bonds as set forth in the First Supplemental Indenture. Continuing disclosure agreements for additional series of Improvement Area #2 Bonds issued pursuant to the Master Indenture shall be approved in a Supplemental Indenture. In connection with its continuing disclosure obligations for the Series 2022 Bonds, the City hereby approves that certain Master Agreement for Dissemination Agent Services (the “Master Agreement”) by and between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as presented at the meeting. The City Manager or the Mayor are hereby authorized to execute such Master Agreement.

Section 8. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

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 JULY 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF AUGUST 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

Lori Klein-Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

Winfrey Estates Public Improvement District

SERVICE AND ASSESSMENT PLAN

JULY 3, 2023



AUSTIN. TX | NORTH RICHLAND HILLS. TX | HOUSTON. TX

TABLE OF CONTENTS

Table of Contents	1
Introduction	2
Section I: Definitions	3
Section II: The District	8
Section III: Authorized Improvements	8
Section IV: Service Plan	10
Section V: Assessment Plan	10
Section VI: Terms of the Assessments	12
Section VII: Assessment Roll	18
Section VIII: Additional Provisions	18
List of Exhibits	21
List of Appendices	21
Exhibit A – Map of the District	22
Exhibit B – Authorized Improvements	23
Exhibit C – Service Plan	24
Exhibit D – Sources and Uses of Funds	25
Exhibit E – Maximum Assessment	26
Exhibit F-1 – Assessment Roll	27
Exhibit F-2 – Annual Installments	28
Exhibit G-1 – Maps of Public Improvements	29
Exhibit G-2 – Maps of Private Improvements	34
Exhibit H – Form of Notice of Assessment Termination	39
Exhibit I – Legal Description	42
Appendix A – District Engineer’s Report	43
Appendix B – Buyer Disclosures	63
Winfrey Estates Public Improvement District – Initial Parcel Buyer Disclosure	64
Winfrey Estates Public Improvement District – Lot Type 1 Buyer Disclosure	70

INTRODUCTION

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

On April 18, 2022, the City passed and approved Resolution No. 2022-10 authorizing the establishment of the District in accordance with the PID Act, as amended, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 34.4945 acres located within the City, as described by the legal description on **Exhibit I** and depicted on **Exhibit A**.

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll is included as **Exhibit F-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner[s], (either directly or through affiliates), including : (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owner[s].

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

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) third-party administrative costs relating to paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their

respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment on an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds, if applicable.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in any Annual Service Plan Updates.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, and described in **Section III**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Tomball, Texas.

“City Council” means the governing body of the City.

“County” means Harris County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“District” means the Winfrey Estates Public Improvement District containing approximately 34.4945 acres located within the City as shown on **Exhibit A** and more specifically described on **Exhibit I**.

“District Formation Expenses” means costs related to the formation of the District and the levy of Assessments including attorney fees, financial consultant fees, and other fees.

“Engineer’s Report” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series PID Bonds.

“Initial Parcel” means all of the Assessed Property within the District against which the entire Assessment is initially levied, as shown on the Assessment Roll.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be

further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner, and confirmed by the City Council.

“Lot Type 1” means a Lot within the District marketed to homebuilders as a residential townhome Lot with an Estimated Buildout Value of \$475,000 as of the date of adoption of this Service and Assessment Plan. The buyer disclosure for Lot Type 1 is included in **Appendix B**.

“Maximum Assessment” means, for each Lot Type, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

“Non-Assessed Property” means Parcels within the boundaries of the District that are not assessed.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council and are not assessed.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

“Owner” means CHTA Development Inc, a Texas corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax parcel identification number assigned by the Harris County Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Private Improvements” means improvements required to be constructed by the Owner that are not Public Improvements, as shown on **Exhibit B** and depicted on **Exhibit G-2**.

“Public Improvements” means those Authorized Improvements, including District Formation Expenses, specifically described in **Section III.A** and depicted on **Exhibit G-1**.

“Reimbursement Agreement” means that certain “Winfrey Estates Public Improvement District Reimbursement Agreement” effective October 17, 2022 entered into by and between the City and Owner, whereby all or a portion of the Actual Costs not paid to the Owner from the proceeds of PID Bonds will be paid to the Owner from Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Assessments.

“Reimbursement Obligation” means the amount to be paid to the Developer pursuant to a Reimbursement Agreement.

“Service and Assessment Plan” means this Winfrey Estates Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Service Plan” means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 34.4945 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit I** and depicted on **Exhibit A**. Development of the District is anticipated to include approximately 113 Lots developed with single family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City or by a third party pursuant to a qualified management contract. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Public Improvements

▪ *Paving*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These paving improvements will provide street access to each Lot within the District.

▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to each Lot within the District.

▪ *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide wastewater service to each Lot within the District.

▪ *Storm Sewer*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and

boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for each Lot within the District.

- *Earthwork*

Costs related to removal of trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material, and disposal of material at an off-site location.

- *Gas Line*

Costs related to basin and spoils excavation, construction of swales, cut abandoned oil well and plug and turf establishment.

- *Soft Costs*

Costs related to designing, constructing, and installing the Public Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, District Formation Expenses, and contingency.

B. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Delinquency and Prepayment Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds (including a fee for underwriter's counsel).

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

C. First Year Annual Collection Costs

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Public Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated at the time the PID Bonds are issued/in an Annual Service Plan Update to show the amount required to fund the required reserves and to issue the PID Bonds.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

governmental powers and is conclusive and binding on the Owner and all future owners of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated entirely to the Initial Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

Assessments will be levied on the Assessed Property according to the Assessment Roll, attached hereto as **Exhibit F-1**. The projected Annual Installments are shown on **Exhibit F-2**, and are subject to revisions made during any Annual Service Plan Update. Upon division or subdivision of the Initial Parcel, the Assessments will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 exceed the corresponding Maximum Assessment for the Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by City, the City Council has found and determined the following:

- The cost of the Authorized Improvements equals \$7,637,980 as shown on **Exhibit B**; and
- The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Cost of the Authorized Improvements; and
- The Initial Parcel shall be allocated 100% of the Assessments levied for the Authorized Improvements which equal \$6,261,000, as shown on the Assessment Roll attached hereto as **Exhibit F-1**; and
- The special benefit (\$7,637,980) received by the Initial Parcel from the Authorized Improvements, is equal to or greater than the amount of the Assessment (\$6,261,000) levied on the Initial Parcel for the Authorized Improvements; and
- At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner acknowledged that the Authorized

Improvements confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance, (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Assessment on the Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as the Annual Installments in the amounts shown on the Assessment Roll, which may be revised in Annual Service Plan Updates based on Actual Costs incurred.

E. Additional Interest

The interest rate on the Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, upon the issuance of PID Bonds, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 5.84% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.80% as of June 20, 2023. The rate set by this Service and Assessment Plan of 5.84% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all for the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Value for Lot Type 1 is shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council in an Annual Service Plan Update, based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1 is shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. *Upon Consolidation*

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B**.

B. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the Owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefitted

Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

C. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Owner to pay such Assessments.

D. Reduction of Assessments

If, as a result of cost savings or a PID Project not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Assessments and the Reimbursement Obligation shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equal the reduced Actual Costs, or (ii) in the event that PID Bonds have been issued, the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used to pay Actual Costs of Authorized Improvements to be used to redeem outstanding PID Bonds, in accordance with the applicable Indenture.

The City Council may reduce the Assessments and the Annual Installments for Assessed Property (1) in an amount that represents the Actual Costs of the Authorized Improvements provided for each property; (2) by an equal percentage per Lot; or (3) in any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Assessed Property, such that the sum of the resulting reduced Assessments equals the amount required to repay the PID Bonds and Reimbursement Obligation, including interest on the PID Bonds and Reimbursement Obligation, Additional Interest, and the Annual Collection Costs portion of the Assessment, as reduced pursuant to this Section.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act, including all Prepayment Costs. Interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a fund established under the applicable Indenture for such purpose. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If the principal portion of an Assessment is paid in full, with interest accrued to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit H**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

For purposes of the payment of Annual Installments, the Reimbursement Obligation is and will remain subordinated to (i) the PID Bonds and (ii) any additional PID Bonds secured by a parity lien on the Assessments issued to refinance all or a portion of the Reimbursement Obligation. Prepayments shall be allocated pro rata to any outstanding PID Bonds and any outstanding Reimbursement Obligation.

F. Payment of Assessment in Annual Installments

Exhibit F-2 shows the projected Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed

Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Foreclosure sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2024.

Failure of an Owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the Owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act.

G. Prepayment as a result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an Owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefited

Property. The Owner of the Remaining Property will remain liable to pay the Assessment that remains due on the Remaining Property in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or in the PID Act.

Following the initiation of the Taking, the Administrator will be required to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its reclassification as Non-Benefitted Property in a manner that results in imposing equal shares of the Actual Costs of the applicable Authorized Improvements on property similarly benefitted.

The Owner shall make a Prepayment of the Assessment in an amount equal to the amount determined by the Administrator in the preceding paragraph prior to the transfer of ownership of the Taken Property.

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, and the Owner shall owe \$10 as a Prepayment for the Taken Property.

Notwithstanding the previous paragraphs in this subsection if the Administrator determines that the Taking prevents the Remaining Property from being developed as shown on the final plat, the Owner shall be required to prepay the total amount of the Assessment levied against the Remaining Property within sixty (60) days of such determination.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update. The Initial Parcel shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

SECTION VIII: ADDITIONAL PROVISIONS

A. Administrative Review

If the owner of a Parcel claims that error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Updates, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and

accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers of the Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

Within seven days of approval by the City Council, the City Secretary shall file and record in the official public records of the County the executed Assessment Ordinance and this Service and Assessment Plan. In addition, the City Secretary shall similarly file each Annual Service Plan

Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A	Map of the District
Exhibit B	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Assessment Roll
Exhibit F-2	Annual Installments
Exhibit G-1	Maps of Public Improvements
Exhibit G-2	Maps of Private Improvements
Exhibit H	Form of Notice of Assessment Termination
Exhibit I	Legal Description

LIST OF APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A	District Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT B – AUTHORIZED IMPROVEMENTS

	Total Costs ^[a]	Private Improvements	Authorized Improvements	
			%	Cost
<i>Public Improvements</i>				
Paving	\$ 1,486,774	\$ -	100.00%	\$ 1,486,774
Water	682,903	-	100.00%	682,903
Sanitary Sewer	793,743	-	100.00%	793,743
Storm Sewer	1,187,541	-	100.00%	1,187,541
Earthwork ^[b]	130,926	-	100.00%	130,926
Gas Line	318,549	-	100.00%	318,549
Monument Sign, Landscaping & Design	300,000	-	100.00%	300,000
Soft Costs ^[c]	1,645,546	-	100.00%	1,645,546
	\$ 6,545,983	\$ -		\$ 6,545,983
<i>Private Improvements ^[d]</i>				
Paving	\$ 713,110	\$ 713,110	0.00%	\$ -
Water	246,812	246,812	0.00%	-
Sanitary Sewer	381,854	381,854	0.00%	-
Storm Sewer	29,606	29,606	0.00%	-
Earthwork	456,178	456,178	0.00%	-
Gas Line	132,104	132,104	0.00%	-
Monument Sign, Landscaping & Design	-	-	0.00%	-
Amenity Center & Amenities ^[e]	650,000	650,000	0.00%	-
Soft Costs	383,029	383,029	0.00%	-
	\$ 2,992,693	\$ 2,992,693		\$ -
<i>Bond Issuance Costs ^[f]</i>				
Debt Service Reserve Fund	\$ 461,551	\$ -		\$ 461,551
Underwriter Discount	187,830	-		187,830
Delinquency & Prepayment Fund	31,305	-		31,305
Cost of Issuance	381,311	-		381,311
	\$ 1,061,997	\$ -		\$ 1,061,997
<i>First Year Annual Collection Costs</i>				
Deposit to Administrative Fund	\$ 30,000	\$ -		\$ 30,000
	\$ 30,000	\$ -		\$ 30,000
Total	\$ 10,630,673	\$ 2,992,693		\$ 7,637,980

Footnotes:

[a] Per the Owner the Public Improvements are complete. The Costs were determined by the Engineer's Report attached hereto as **Appendix A**.

[b] Earthwork costs include Clearing & Grubbing, Earthwork, Surveying and Material Testing.

[c] Soft Costs include geotechnical, materials testing, surveying, engineering fees, permit fees, soil testing, environmental studies, traffic impact analysis, construction management, District Formation Expenses and contingency.

[d] Private Improvements are not eligible for reimbursement by PID Bonds or PID Assessments. The Paving, Water, Sanitary Sewer, Storm Sewer, and Gas Line Private Improvements are shown on Exhibit G-2.

[e] Amenity Center & Amenities are considered Private Improvements and are not eligible for reimbursement by PID Bonds or PID Assessments per the Development Agreement dated August 15, 2022. The total costs for Amenity Center & Amenities include an Amenity Center, Pool with Restrooms, Pickleball Court and Bocci Ball Court.

[f] PID Bonds are not being issued at this time. Bond Issuance Costs are illustrated as estimates and subject to change if PID Bonds are issued.

EXHIBIT C – SERVICE PLAN

Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 37,000	\$ 98,000	\$ 103,000	\$ 108,000	\$ 113,000
Interest		424,551	363,482	357,758	351,743	345,436
	(1)	\$ 461,551	\$ 461,482	\$ 460,758	\$ 459,743	\$ 458,436
Annual Collection Costs	(2)	\$ 46,780	\$ 47,716	\$ 48,670	\$ 49,643	\$ 50,636
Additional Interest ^[a]	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installments	(4) = (1) + (2) + (3)	\$ 508,331	\$ 509,197	\$ 509,428	\$ 509,387	\$ 509,072

Footnotes:

[a] PID Bonds are not being issued at this time. The levy is pursuant to the Reimbursement Agreement and Additional Interest will be collected if PID Bonds are issued.

EXHIBIT D – SOURCES AND USES OF FUNDS

		District
Sources of Funds		
Reimbursement Obligation	\$	6,261,000
Developer Contribution ^[a]		1,376,980
Developer Contribution - Private Improvements ^[b]		2,992,693
Total Sources of Funds	\$	10,630,673
Uses of Funds		
Public Improvements	\$	6,545,983
Private Improvements		2,992,693
	\$	9,538,676
<i>Bond Issuance Costs^[c]</i>		
Debt Service Reserve Fund	\$	461,551
Underwriter Discount		187,830
Delinquency & Prepayment Fund		31,305
Cost of Issuance		381,311
	\$	1,061,997
<i>First Year Annual Collection Costs</i>		
Deposit to Administrative Fund	\$	30,000
	\$	30,000
Total Uses of Funds	\$	10,630,673

Footnotes:

[a] Public Improvement Costs that are Non-reimbursable to Developer through PID Bonds or Assessments.

[b] Private Improvements will be funded privately by the Developer and are not reimbursable by PID Bonds or Assessments.

[c] Improvement Area #1 Bond Issuance costs are subject to change upon issuance of Improvement Area #1 PID Bonds.

EXHIBIT E – MAXIMUM ASSESSMENT

Lot Type	Units ^[a]	Finished Lot Value		Estimated Buildout Value		Total Maximum Assessment		Maximum Annual Installment		Value to Lien per Finished Lot Value
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
One	113	105,000	\$ 11,865,000	\$ 475,000	\$ 53,675,000	\$ 55,407	\$ 6,261,000	\$ 4,512	\$ 509,893	1.895
Total/Weighted Average	113		11,865,000		53,675,000		\$ 6,261,000		\$ 509,893	1.895

Footnotes:

^[a]Per Developer as of 2/8/2023.

EXHIBIT F-1 – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest ^[c]	Debt Service Reserve Fund	Annual Collection Costs ^[a]	Annual Installment Due 1/31/2024 ^[b]
1356630010001	Initial Parcel	\$ 3,582,915.46	\$ 21,173.59	\$ 242,953.51	\$ -	\$ -	\$ 26,770.29	\$ 290,897.40
1356630010002	Initial Parcel	\$ 2,644,010.37	\$ 15,625.04	\$ 179,287.40	\$ -	\$ -	\$ 19,755.12	\$ 214,667.56
1356630020001	Initial Parcel	\$ 17,037.08	\$ 100.68	\$ 1,155.27	\$ -	\$ -	\$ 127.30	\$ 1,383.24
1356630020002	Initial Parcel	\$ 17,037.08	\$ 100.68	\$ 1,155.27	\$ -	\$ -	\$ 127.30	\$ 1,383.24
District Total		\$ 6,261,000.00	\$ 37,000.00	\$ 424,551.45	\$ -	\$ -	\$ 46,780.00	\$ 508,331.45

Footnotes:

[a] Includes \$60 per lot City Development Fee.

[b] The outstanding annual installment is allocated pro rata based on acreage for billing purposes only.

[c] Additional Interest will be charged upon the issuance of PID Bonds.

EXHIBIT F-2 – ANNUAL INSTALLMENTS

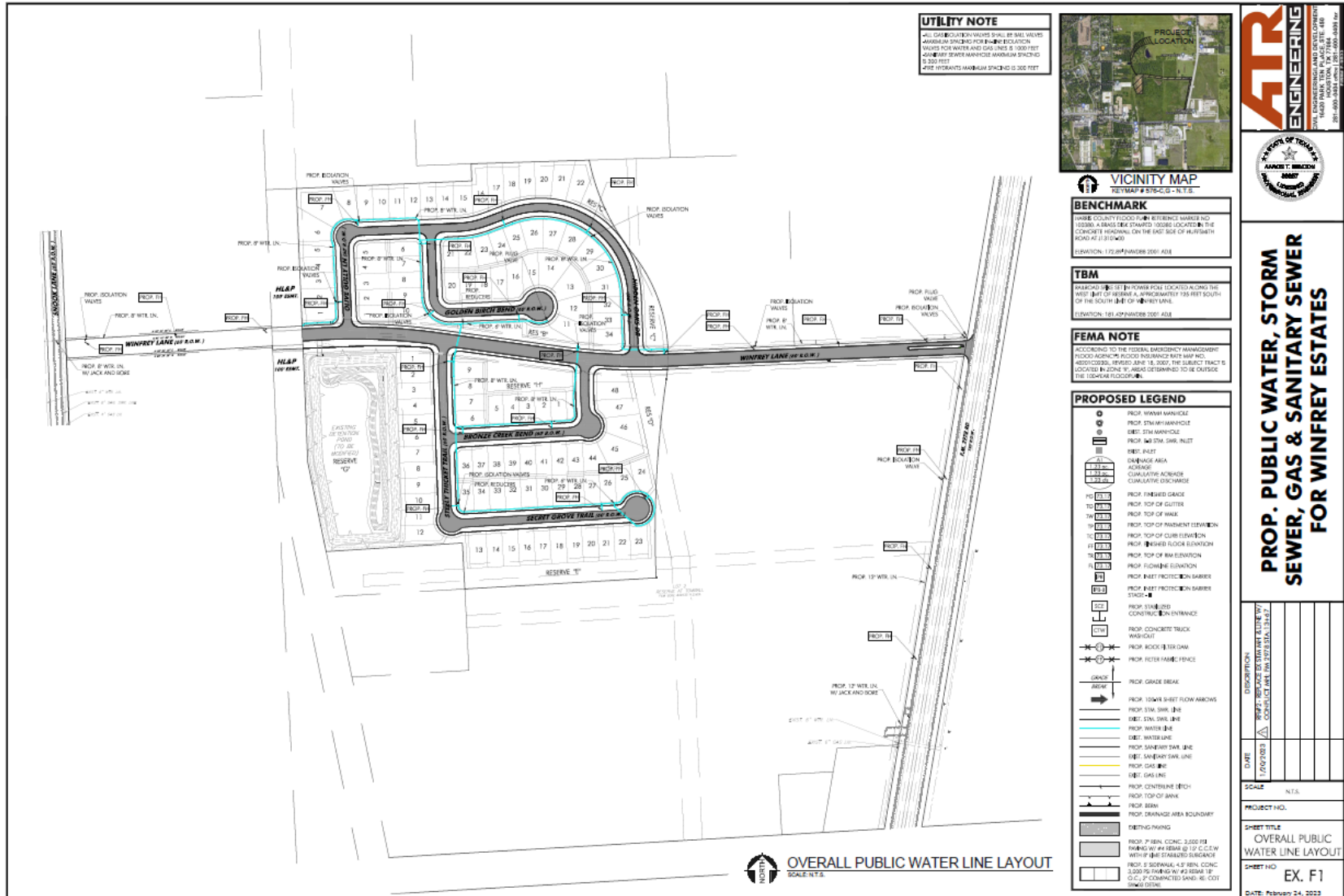
Installment Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment ^[c]
2024	\$ 37,000.00	\$ 424,551.45	\$ -	\$ -	\$ 46,780.00	\$ 508,331.45
2025	\$ 98,000.00	\$ 363,481.60	\$ -	\$ -	\$ 47,715.60	\$ 509,197.20
2026	\$ 103,000.00	\$ 357,758.40	\$ -	\$ -	\$ 48,669.91	\$ 509,428.31
2027	\$ 108,000.00	\$ 351,743.20	\$ -	\$ -	\$ 49,643.31	\$ 509,386.51
2028	\$ 113,000.00	\$ 345,436.00	\$ -	\$ -	\$ 50,636.18	\$ 509,072.18
2029	\$ 119,000.00	\$ 338,836.80	\$ -	\$ -	\$ 51,648.90	\$ 509,485.70
2030	\$ 125,000.00	\$ 331,887.20	\$ -	\$ -	\$ 52,681.88	\$ 509,569.08
2031	\$ 131,000.00	\$ 324,587.20	\$ -	\$ -	\$ 53,735.52	\$ 509,322.72
2032	\$ 138,000.00	\$ 316,936.80	\$ -	\$ -	\$ 54,810.23	\$ 509,747.03
2033	\$ 145,000.00	\$ 308,877.60	\$ -	\$ -	\$ 55,906.43	\$ 509,784.03
2034	\$ 152,000.00	\$ 300,409.60	\$ -	\$ -	\$ 57,024.56	\$ 509,434.16
2035	\$ 160,000.00	\$ 291,532.80	\$ -	\$ -	\$ 58,165.05	\$ 509,697.85
2036	\$ 168,000.00	\$ 282,188.80	\$ -	\$ -	\$ 59,328.35	\$ 509,517.15
2037	\$ 177,000.00	\$ 272,377.60	\$ -	\$ -	\$ 60,514.92	\$ 509,892.52
2038	\$ 186,000.00	\$ 262,040.80	\$ -	\$ -	\$ 61,725.22	\$ 509,766.02
2039	\$ 195,000.00	\$ 251,178.40	\$ -	\$ -	\$ 62,959.72	\$ 509,138.12
2040	\$ 205,000.00	\$ 239,790.40	\$ -	\$ -	\$ 64,218.92	\$ 509,009.32
2041	\$ 216,000.00	\$ 227,818.40	\$ -	\$ -	\$ 65,503.29	\$ 509,321.69
2042	\$ 227,000.00	\$ 215,204.00	\$ -	\$ -	\$ 66,813.36	\$ 509,017.36
2043	\$ 239,000.00	\$ 201,947.20	\$ -	\$ -	\$ 68,149.63	\$ 509,096.83
2044	\$ 252,000.00	\$ 187,989.60	\$ -	\$ -	\$ 69,512.62	\$ 509,502.22
2045	\$ 265,000.00	\$ 173,272.80	\$ -	\$ -	\$ 70,902.87	\$ 509,175.67
2046	\$ 279,000.00	\$ 157,796.80	\$ -	\$ -	\$ 72,320.93	\$ 509,117.73
2047	\$ 294,000.00	\$ 141,503.20	\$ -	\$ -	\$ 73,767.35	\$ 509,270.55
2048	\$ 310,000.00	\$ 124,333.60	\$ -	\$ -	\$ 75,242.69	\$ 509,576.29
2049	\$ 326,000.00	\$ 106,229.60	\$ -	\$ -	\$ 76,747.55	\$ 508,977.15
2050	\$ 344,000.00	\$ 87,191.20	\$ -	\$ -	\$ 78,282.50	\$ 509,473.70
2051	\$ 362,000.00	\$ 67,101.60	\$ -	\$ -	\$ 79,848.15	\$ 508,949.75
2052	\$ 382,000.00	\$ 45,960.80	\$ -	\$ -	\$ 81,445.11	\$ 509,405.91
2053	\$ 405,000.00	\$ 23,652.00	\$ -	\$ (461,551)	\$ 83,074.01	\$ 50,174.56
Total	\$ 6,261,000.00	\$ 7,123,615.45	\$ -	\$ (461,551)	\$ 1,897,774.75	\$ 14,820,838.75

Footnotes:

[a] Interest is calculated at a rate of 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.80% as of June 20, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The numbers shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.





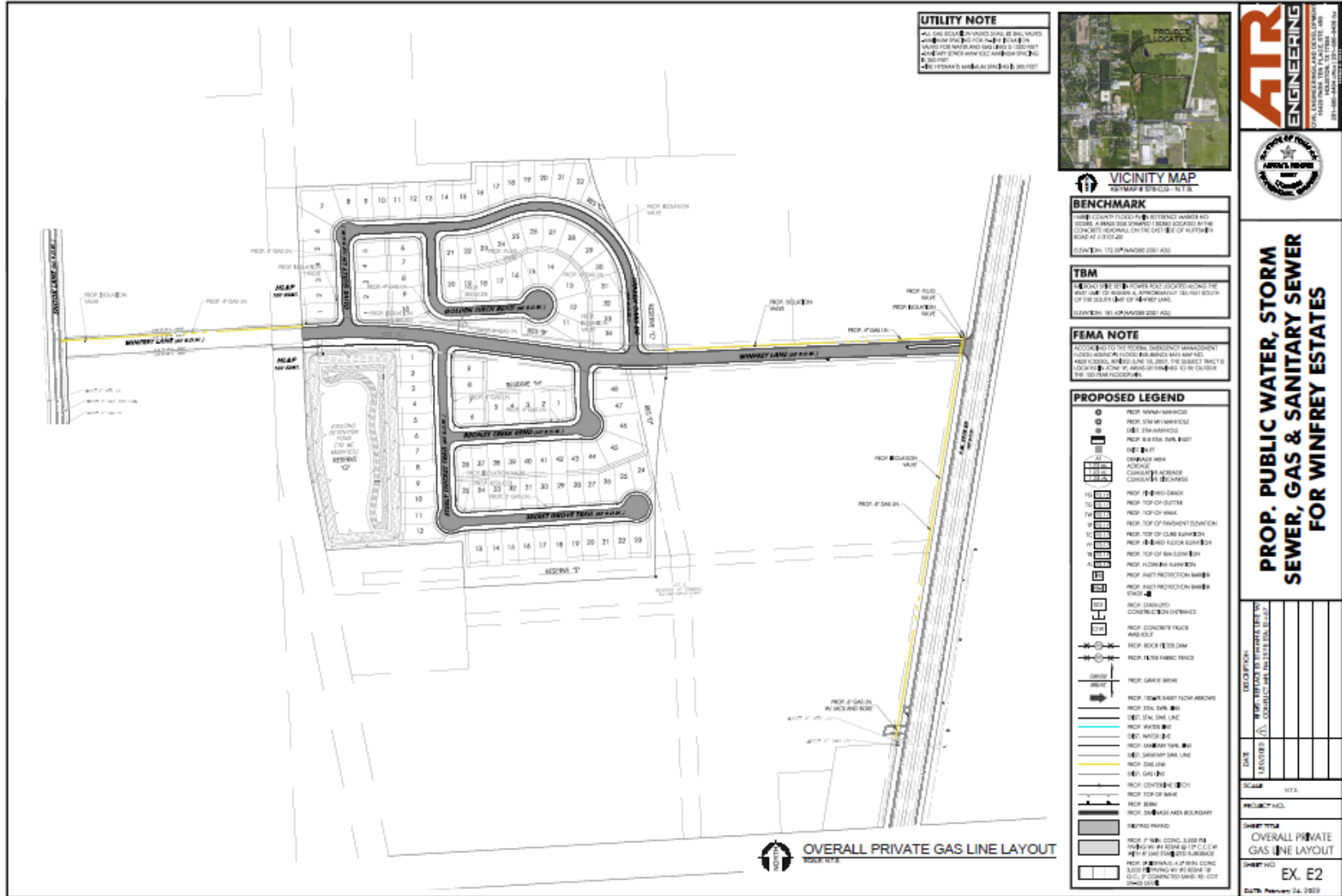


EXHIBIT H – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Harris County Civil Courthouse
[County Clerk Name]
P.O. Box 4622
Houston, Texas 77210-4622

Re: City of Tomball Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Tomball is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Tomball
Attn: City Secretary
401 Market Street
Tomball, Texas 77375

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, as established by Ordinance No. _____, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF TOMBALL, TEXAS,

By: _____
[Name], [Title]

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], [Title] for the City of Tomball, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT I – LEGAL DESCRIPTION

TRACT 1

RESERVES "A", "B", "C" AND "D", OF PECK STATION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER FILM CODE NO. 666109 OF THE MAP/PLAT RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 2

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 0.9353 ACRES OF LAND SITUATED IN THE JESSE PRUITT SURVEY, A-629 IN HARRIS COUNTY, TEXAS SHOWN AS WINFREY LANE OF PECK STATION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 666109 OF THE PLAT RECORDS OF HARRIS COUNTY, TEXAS AND BEING PART OF A CALLED 1.1087 ACRE TRACT OF LAND CONVEYED TO 2978 PANORMUS, LP. AS REFERENCED IN A DEED FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. 20130591816, SAID 0.9353 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 5/8 INCH IRON ROD (FOUND) IN THE EAST RIGHT-OF-WAY LINE OF SNOOK ROAD, (60.00 FEET IN WIDTH), MARKING THE SOUTHWEST CORNER OF RESTRICTED RESERVE "D" OF SAID PECK STATION AND THE SOUTHWEST CORNER OF THE SAID 1.1087 ACRE TRACT OF LAND;

THENCE N 02°23'10" W, (CALL N 02°23'09" W), A DISTANCE OF 5.57 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SNOOK LANE AND THE WEST LINE OF SAID 1.1087 ACRE TRACT OF LAND TO A POINT FOR THE NORTHWEST CORNER OF SAID RESTRICTED RESERVE "D" AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE CONTINUING N 02°23'10" W, (CALL N 02°23'09" W), A DISTANCE OF 60.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SNOOK LANE AND THE WEST LINE OF SAID 1.1087 ACRE TRACT OF LAND TO A POINT FOR THE SOUTHWEST CORNER OF RESTRICTED RESERVE "C" OF SAID PECK STATION AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE N 86°34'38" E, A DISTANCE OF 679.03 FEET, (CALL N 87°36'50" E, 678.85 FEET), ALONG THE SOUTH LINE OF SAID RESTRICTED RESERVE "C" TO A 5/8" IRON ROD (FOUND) IN THE WEST LINE OF A CALLED 5.1420 ACRE TRACT OF LAND, SAME BEING A 100.00 FOOT WIDE H.L.&P. COMPANY FEE STRIP AS DESCRIBED IN A DEED FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. 0885475 MARKING THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "C" AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE S 02°22'42" E, A DISTANCE OF 60.00 FEET ALONG THE WEST LINE OF SAID H.L.&P. COMPANY FEE STRIP TO A POINT FOR THE NORTHEAST CORNER OF SAID RESTRICTED RESERVE "D" AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE S 86°34'38" W, A DISTANCE OF 679.02 FEET, (CALL S 87°36'50" W, 678.84 FEET), ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "D" TO THE POINT OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.9353 ACRES OF LAND, MORE OR LESS.

TRACT 3

EASEMENTS GRANTED TO THEM FROM CENTERPOINT ENERGY HOUSTON ELECTRIC FOR ROADWAY, WALKWAY AND UTILITY PURPOSES OVER AND ACROSS CENTERPOINT'S PROPERTY WHICH IS BETWEEN WINFREY LANE (1.1087 ACRES AT 20130591816); THIS EASEMENT INSTRUMENT IS RECORDED UNDER COUNTY CLERK'S FILE NO. 20140556862 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS.

APPENDIX A – DISTRICT ENGINEER’S REPORT



March 6, 2023

Engineer’s Report Winfrey Estates Public Improvement District

Winfrey Estates Public Improvement District is a single-family residential development consisting of approximately 113 lots over approximately 33 acres of land as depicted on Exhibit A. The parcel is located west of the intersection of F.M. 2978 and Winfrey Lane. This Engineer’s Report includes documents requested by the City of Tomball, Texas for the formalization of the PID and the issuance of PID bonds by the City. PID Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

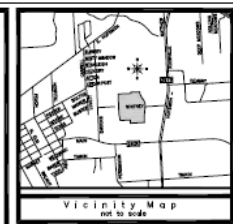
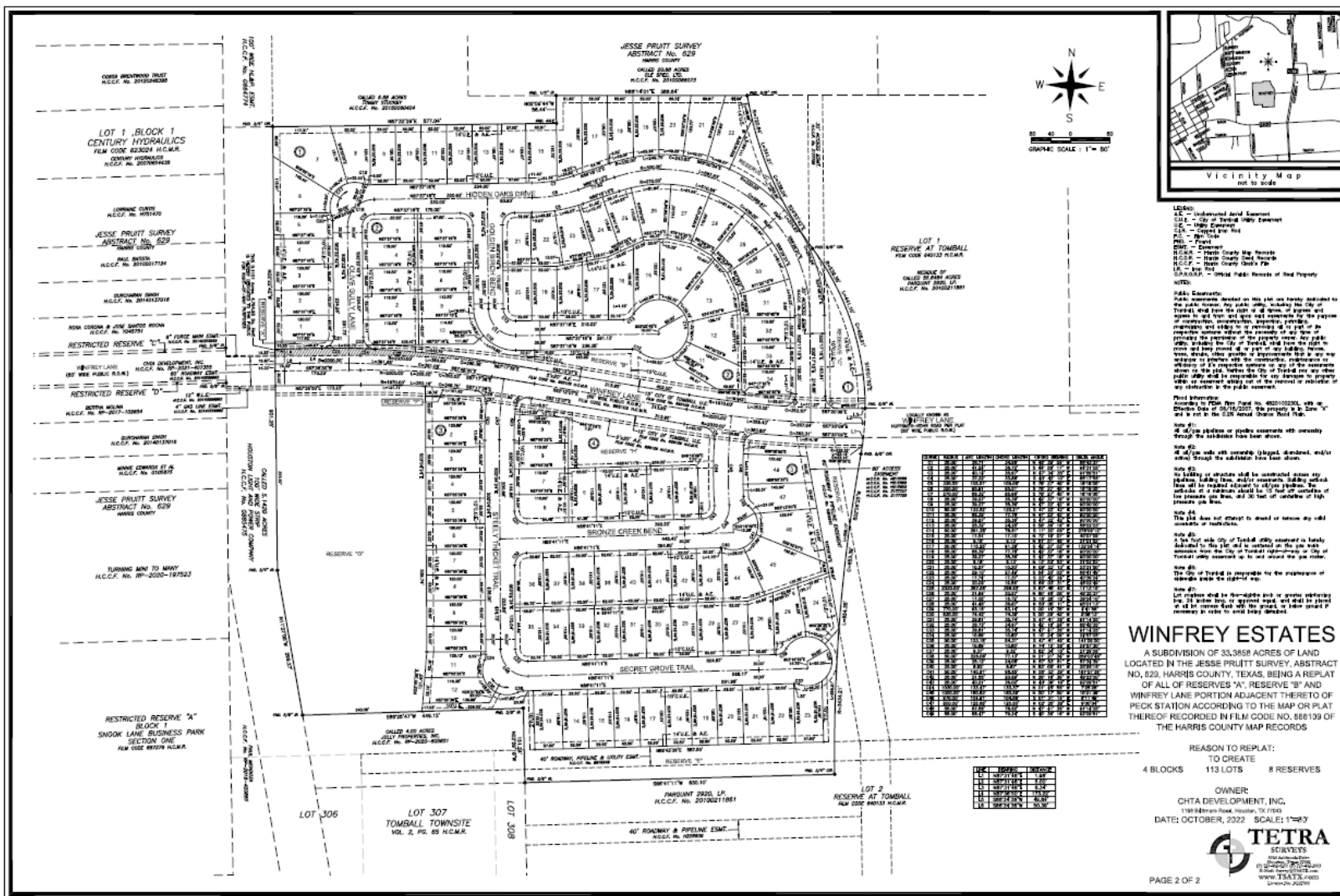
Development Costs: An Engineer’s Estimate has been prepared for all on-site public infrastructure (Exhibit B).

Development Improvements: Development Improvement have been classified as PID improvements. The PID improvements are shown on exhibits C through K.



Aaron T. Rendon 3-6-2023

Aaron T. Rendon, P.E.
Principal
ATR Engineering



LEGEND
 L.C. - Undeveloped Land Easement
 C.C. - City of Tomball Right of Way Easement
 P.C. - Public Right of Way Easement
 P.U. - Public Utility Easement
 P.O. - Private Right of Way Easement
 P.A. - Private Right of Way Easement
 P.E. - Private Easement
 P.S. - Private Right of Way Easement
 P.W. - Private Right of Way Easement
 P.D. - Private Right of Way Easement
 P.F. - Private Right of Way Easement
 P.G. - Private Right of Way Easement
 P.H. - Private Right of Way Easement
 P.I. - Private Right of Way Easement
 P.J. - Private Right of Way Easement
 P.K. - Private Right of Way Easement
 P.L. - Private Right of Way Easement
 P.M. - Private Right of Way Easement
 P.N. - Private Right of Way Easement
 P.O. - Private Right of Way Easement
 P.P. - Private Right of Way Easement
 P.Q. - Private Right of Way Easement
 P.R. - Private Right of Way Easement
 P.S. - Private Right of Way Easement
 P.T. - Private Right of Way Easement
 P.U. - Private Right of Way Easement
 P.V. - Private Right of Way Easement
 P.W. - Private Right of Way Easement
 P.X. - Private Right of Way Easement
 P.Y. - Private Right of Way Easement
 P.Z. - Private Right of Way Easement

Lot No.	Area (Acres)	Owner
1	0.00	CHTA DEVELOPMENT, INC.
2	0.00	CHTA DEVELOPMENT, INC.
3	0.00	CHTA DEVELOPMENT, INC.
4	0.00	CHTA DEVELOPMENT, INC.
5	0.00	CHTA DEVELOPMENT, INC.
6	0.00	CHTA DEVELOPMENT, INC.
7	0.00	CHTA DEVELOPMENT, INC.
8	0.00	CHTA DEVELOPMENT, INC.
9	0.00	CHTA DEVELOPMENT, INC.
10	0.00	CHTA DEVELOPMENT, INC.
11	0.00	CHTA DEVELOPMENT, INC.
12	0.00	CHTA DEVELOPMENT, INC.
13	0.00	CHTA DEVELOPMENT, INC.
14	0.00	CHTA DEVELOPMENT, INC.
15	0.00	CHTA DEVELOPMENT, INC.
16	0.00	CHTA DEVELOPMENT, INC.
17	0.00	CHTA DEVELOPMENT, INC.
18	0.00	CHTA DEVELOPMENT, INC.
19	0.00	CHTA DEVELOPMENT, INC.
20	0.00	CHTA DEVELOPMENT, INC.
21	0.00	CHTA DEVELOPMENT, INC.
22	0.00	CHTA DEVELOPMENT, INC.
23	0.00	CHTA DEVELOPMENT, INC.
24	0.00	CHTA DEVELOPMENT, INC.
25	0.00	CHTA DEVELOPMENT, INC.
26	0.00	CHTA DEVELOPMENT, INC.
27	0.00	CHTA DEVELOPMENT, INC.
28	0.00	CHTA DEVELOPMENT, INC.
29	0.00	CHTA DEVELOPMENT, INC.
30	0.00	CHTA DEVELOPMENT, INC.
31	0.00	CHTA DEVELOPMENT, INC.
32	0.00	CHTA DEVELOPMENT, INC.
33	0.00	CHTA DEVELOPMENT, INC.
34	0.00	CHTA DEVELOPMENT, INC.
35	0.00	CHTA DEVELOPMENT, INC.
36	0.00	CHTA DEVELOPMENT, INC.
37	0.00	CHTA DEVELOPMENT, INC.
38	0.00	CHTA DEVELOPMENT, INC.
39	0.00	CHTA DEVELOPMENT, INC.
40	0.00	CHTA DEVELOPMENT, INC.
41	0.00	CHTA DEVELOPMENT, INC.
42	0.00	CHTA DEVELOPMENT, INC.
43	0.00	CHTA DEVELOPMENT, INC.
44	0.00	CHTA DEVELOPMENT, INC.
45	0.00	CHTA DEVELOPMENT, INC.
46	0.00	CHTA DEVELOPMENT, INC.
47	0.00	CHTA DEVELOPMENT, INC.
48	0.00	CHTA DEVELOPMENT, INC.
49	0.00	CHTA DEVELOPMENT, INC.
50	0.00	CHTA DEVELOPMENT, INC.
51	0.00	CHTA DEVELOPMENT, INC.
52	0.00	CHTA DEVELOPMENT, INC.
53	0.00	CHTA DEVELOPMENT, INC.
54	0.00	CHTA DEVELOPMENT, INC.
55	0.00	CHTA DEVELOPMENT, INC.
56	0.00	CHTA DEVELOPMENT, INC.
57	0.00	CHTA DEVELOPMENT, INC.
58	0.00	CHTA DEVELOPMENT, INC.
59	0.00	CHTA DEVELOPMENT, INC.
60	0.00	CHTA DEVELOPMENT, INC.
61	0.00	CHTA DEVELOPMENT, INC.
62	0.00	CHTA DEVELOPMENT, INC.
63	0.00	CHTA DEVELOPMENT, INC.
64	0.00	CHTA DEVELOPMENT, INC.
65	0.00	CHTA DEVELOPMENT, INC.
66	0.00	CHTA DEVELOPMENT, INC.
67	0.00	CHTA DEVELOPMENT, INC.
68	0.00	CHTA DEVELOPMENT, INC.
69	0.00	CHTA DEVELOPMENT, INC.
70	0.00	CHTA DEVELOPMENT, INC.
71	0.00	CHTA DEVELOPMENT, INC.
72	0.00	CHTA DEVELOPMENT, INC.
73	0.00	CHTA DEVELOPMENT, INC.
74	0.00	CHTA DEVELOPMENT, INC.
75	0.00	CHTA DEVELOPMENT, INC.
76	0.00	CHTA DEVELOPMENT, INC.
77	0.00	CHTA DEVELOPMENT, INC.
78	0.00	CHTA DEVELOPMENT, INC.
79	0.00	CHTA DEVELOPMENT, INC.
80	0.00	CHTA DEVELOPMENT, INC.
81	0.00	CHTA DEVELOPMENT, INC.
82	0.00	CHTA DEVELOPMENT, INC.
83	0.00	CHTA DEVELOPMENT, INC.
84	0.00	CHTA DEVELOPMENT, INC.
85	0.00	CHTA DEVELOPMENT, INC.
86	0.00	CHTA DEVELOPMENT, INC.
87	0.00	CHTA DEVELOPMENT, INC.
88	0.00	CHTA DEVELOPMENT, INC.
89	0.00	CHTA DEVELOPMENT, INC.
90	0.00	CHTA DEVELOPMENT, INC.
91	0.00	CHTA DEVELOPMENT, INC.
92	0.00	CHTA DEVELOPMENT, INC.
93	0.00	CHTA DEVELOPMENT, INC.
94	0.00	CHTA DEVELOPMENT, INC.
95	0.00	CHTA DEVELOPMENT, INC.
96	0.00	CHTA DEVELOPMENT, INC.
97	0.00	CHTA DEVELOPMENT, INC.
98	0.00	CHTA DEVELOPMENT, INC.
99	0.00	CHTA DEVELOPMENT, INC.
100	0.00	CHTA DEVELOPMENT, INC.

WINFREY ESTATES
 A SUBDIVISION OF 33,365.9 ACRES OF LAND LOCATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS, BEING A REPLAT OF ALL OF RESERVES "A", RESERVE "B" AND WINFREY LANE PORTION ADJACENT THERETO OF PECK STATION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN F.L.M. CODE NO. 866139 OF THE HARRIS COUNTY MAP RECORDS.

REASON TO REPLAT:
 TO CREATE
 4 BLOCKS 113 LOTS 8 RESERVES

OWNER:
 CHTA DEVELOPMENT, INC.
 11818 Westwood Road, Houston, TX 77060
 DATE: OCTOBER, 2022 SCALE: 1"=60'

TETRA
 SURVEYS
 11000 Westwood Road, Houston, TX 77060
 www.TSATX.com
 281-262-2000

PAGE 2 OF 2

Winfrey Estates

Construction Costs											
#	Description	Phase I PID	Phase I Private	Total Phase I	Phase II PID	Phase II Private	Total Phase II	Phase III PID	Phase III Private	Total Phase III	
1	Earthwork	\$ 130,926.09	\$456,178.45	\$587,104.54							
2	Water	\$ 91,266.73	\$246,812.27	\$338,079.00	\$ 364,302.00	\$0.00	\$364,302.00	\$ 227,314.00	\$0.00	\$227,314.00	
3	Sanitary Sewer	\$ 141,233.49	\$381,853.51	\$523,087.00	\$ 291,541.00	\$0.00	\$291,541.00	\$ 360,969.00	\$0.00	\$360,969.00	
4	Storm Sewer	\$562,520.65	\$29,606.35	\$592,127.00	\$ 252,123.00	\$0.00	\$252,123.00	\$ 372,897.00	\$0.00	\$372,897.00	
5	Paving	\$263,752.89	\$713,109.66	\$976,862.55	\$ 645,472.70	\$0.00	\$645,472.70	\$ 577,548.75	\$0.00	\$577,548.75	
6	Gas Line	\$ 48,860.28	\$132,103.72	\$180,964.00	\$ 153,427.00	\$0.00	\$153,427.00	\$ 116,262.00	\$0.00	\$116,262.00	
7	Monument Sign, Landscaping & Design	\$300,000.00	\$ -	\$300,000.00	-	-	-	-	-	-	
7	Amenity Center / Amenities	\$ -	\$650,000.00	\$650,000.00	-	\$0.00	\$0.00	-	\$0.00	\$0.00	
8	Other	\$ 13,302.63	\$35,966.37	\$ 49,269.00	\$ 90,303.40	\$0.00	\$90,303.40	\$ 205,857.00	\$0.00	\$205,857.00	
				\$4,197,513.09					\$1,797,169.10		

Miscellaneous Costs										
#	Description							PID	Private	Total
1	Engineering Fees							\$ 233,738.00	\$0.00	\$233,738.00
2	Permits and Bonds							\$ 322,496.00	\$0.00	\$322,496.00
3	Other Development Costs							\$ 184,760.00	\$75,000.00	\$259,760.00

Summary										
#	Description							PID	Private	Total
	Construction Cost							\$5,209,899.61	\$2,645,630.33	\$7,855,529.94
	Miscellaneous Costs							\$ 740,994.00	\$75,000.00	\$815,994.00
	Contingency Costs (10%)							\$ 595,089.36	\$ 272,063.03	\$ 867,152.39
	Net Project Costs							\$6,545,982.97	\$2,992,693.36	\$9,538,676.33



Aaron T. Rendon 5-5-2023

Tomball 34.5 Acres

Preliminary Pricing

Winfrey Estates- Clearing and Grubbing and Earthwork



Clearing and Grubbing					
#	Description	Quantity	Unit	Unit Price	Amount
1	Root Raked	5.94	ac	\$ 1,000.00	\$ 5,940.00
2	Clear and Grub and Root Raked	27.66	ac	\$ 8,500.00	\$ 235,110.00
3	SWPP Fence	10,805.00	lf	\$ 2.60	\$ 28,093.00
4	Demo Existing Barns	2.00	ls	\$ 1,000.00	\$ 2,000.00
5	Demo Existing Fence	570.00	lf	\$ 1.00	\$ 570.00
6	Proposed 5 strand barbed wire fencing	570.00	lf	\$ 4.00	\$ 2,280.00
				Sub-Total	\$ 273,993.00
Earthwork					
#	Description	Quantity	Unit	Unit Price	Amount
1	Cut (6" SCARIFICATION, Pond Not Included)	32,801.50	cu yds	\$ 3.75	\$ 123,005.63
2	Fill (6" SCARIFICATION, Pond Not Included)	33,687.03	cu yds	\$ 1.50	\$ 50,530.55
3	Proposed Pond Cut (TB 177, BTM 163.3)	9,163.80	cu yds	\$ 3.75	\$ 34,364.25
4	Proposed Pond Fill (TB 177, BTM 163.3)	62.61	cu yds	\$ 3.75	\$ 234.79
5	4" OF GRASS TRIMMING LAID AND COMPACTED (within exist. pond)	1,739.99	cu yds	\$ 1.50	\$ 2,609.99
6	12" OF HEAVY CLAY SOIL AS WET POND LINER LAID AND COMPACTED - Assumed Imported Material	1,922.54	cu yds	\$ 34.00	\$ 65,366.36
				Sub-Total	\$ 276,111.55
Other Costs					
#	Description	Quantity	Unit	Unit Price	Amount
1	Surveying (Staking) - By Others	1	ls	n/a	\$ 12,000.00
2	Material Testing - By Others	1	ls	n/a	\$ 25,000.00
				Sub-Total	\$ 37,000.00
				Total	\$ 587,104.55

Company Name: Trilogy, LLC
 Address: 1617 Peachleaf St, STE 108; Houston, TX 77039
 Phone #: 832-243-5073
 Printed Name: Ross Reeder

Bidder Signature: 



Winfrey Estates Phase I - Public Trilogy Proposal 8.8.22 REV. 3

Water Distribution Systems						
#	Description	Quantity	Quantity	Unit	Amount	
		4/22/22 Plans	7/29/22 Plans			
1	12" C-900 Water Line (including fittings) - Bedding and Backfill	1,088	1,088	LP	\$96.00	\$104,608.00
2	8" C-900 Water Line (including fittings) - Bedding and Backfill	1,885	3,011	LP	\$97.00	\$302,427.00
3	6" C-900 Water Line (including fittings) - Bedding and Backfill	118	120	LP	\$40.00	\$4,720.00
4	6" Gate Valve w/ Box	9	9	BA	\$1,771.00	\$15,939.00
5	8" Gate Valve w/ Box	1	9	BA	\$2,947.00	\$7,705.00
6	8" Plug Valve w/ Box	0	4	BA	\$4,076.00	\$16,304.00
7	12" Plug Valve w/ Box	0	1	BA	\$5,267.00	\$5,267.00
8	12" Gate Valve w/ Box	0	2	BA	\$4,471.00	\$8,942.00
9	Fire Hydrant Assembly	9	9	BA	\$8,388.00	\$75,492.00
10	12" Water Line Jack and Bore w/ 20" Casing	91	91	LP	\$291.00	\$26,481.00
						Sub-Total
						\$513,299.00

Gas Distribution Systems						
#	Description	Quantity	Quantity	Unit	Amount	
		4/22/22 Plans	7/29/22 Plans			
1	4" Gas Line (including fittings)	8,728	8,728	LP	\$85.00	\$741,680.00
2	8" Bell Valve w/ Box	4	9	BA	\$9,200.00	\$75,800.00
3	8" Plug Valve w/ Box	0	9	BA	\$9,200.00	\$82,800.00
4	4" Gas Line Jack and Bore w/ 10" Casing	91	91	LP	\$80.00	\$7,280.00
5	Gas Line Backfill & Gravel	8,728	8,728	LP	\$9.00	\$78,552.00
						Sub-Total
						\$120,962.00

Waste Water Collection System						
#	Description	Quantity	Quantity	Unit	Amount	
		4/22/22 Plans	7/29/22 Plans			
1	8" PVC 108 28 Sanitary Sewer (18' Maximum Depth)	189	189	LP	\$80.00	\$15,120.00
2	8" PVC 108 28 Sanitary Sewer (18' Maximum Depth)	280	241	LP	\$80.00	\$19,280.00
3	12" PVC 108 28 Sanitary Sewer (18' Maximum Depth)	1,260	819	LP	\$125.00	\$157,500.00
4	Sanitary Sewer Manhole (3'-6" Depth)	2	1	BA	\$4,548.00	\$9,096.00
5	Sanitary Sewer Manhole (3'-12" Depth)	15	15	BA	\$7,861.00	\$117,915.00
6	12" San. Man. Jack and Bore w/ 20" Casing	108	108	LP	\$291.00	\$31,428.00
7	Trench Safety	1,703	888	LP	\$1.00	\$1,891.00
						Sub-Total
						\$353,130.00

Storm Water Collection System						
#	Description	Quantity	Quantity	Unit	Amount	
		4/22/22 Plans	7/29/22 Plans			
1	24" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	28	127	LP	\$118.00	\$3,301.60
2	24" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	377	345	LP	\$112.00	\$40,224.00
3	30" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	87	170	LP	\$188.00	\$32,166.00
4	36" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	702	772	LP	\$229.00	\$159,558.00
5	42" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	288	288	LP	\$108.00	\$31,104.00
6	54" CL 8" R.C.P. Storm Sewer Pipe (complete & in place Bedding and Backfill)	82	82	LP	\$462.00	\$37,884.00
7	Type "B" 8" Storm Sewer Inlet (complete & in place Bedding and Backfill)	9	9	BA	\$8,513.00	\$76,617.00
8	Storm Sewer Inlet (complete & in place Bedding and Backfill) - (3'-6" Depth)	2	9	BA	\$7,284.00	\$21,258.00
9	Storm Sewer Inlet (complete & in place Bedding and Backfill) - (3'-12" Depth)	9	9	BA	\$7,719.00	\$69,471.00
10	Storm Sewer Inlet (complete & in place Bedding and Backfill) - (10'-0" Depth)	4	4	BA	\$21,807.00	\$87,228.00
11	As-built existing Storm Inlet structure	1	1	BA	\$8,500.00	\$8,500.00
12	Trench Safety	1,841	1,884	LP	\$2.00	\$3,762.00
						Sub-Total
						\$394,127.60

Paving Plan						
#	Description	Quantity	Quantity	Unit	Amount	
		4/22/22 Plans	7/29/22 Plans			
1	Subgrade Stabilization	80797	80797	SP	\$0.90	\$72,717.30
2	7" Rein. Conc. Paving	80797	80797	SP	\$8.75	\$706,474.75
3	8" Rein. Conc. Curb	5688	5688	LP	\$9.50	\$54,036.00
4	Two Inlet Manholes	1	1	LP	\$9,200.00	\$9,200.00
5	Reinforcing Buttons and Edges	1	1	LP	\$29,200.00	\$29,200.00
6	Traffic Control	1	1	LP	\$18,200.00	\$18,200.00
						Sub-Total
						\$879,868.05

Other Costs						
#	Description	Quantity	Quantity	Unit	Amount	
		4/22/22 Plans	7/29/22 Plans			
1	SWPPP	1	1	LP	\$4,400.00	\$4,400.00
2	Surveying (Staking)	1	1	LP	\$29,400.00	\$29,400.00
3	Material Testing	1	1	LP	\$21,388.00	\$21,388.00
4	2 year Maintenance bond for City of Trinity	0	1	LP	\$18,497.00	\$18,497.00
5	Reinstatement - During under TxDOT easements (if needed)	1	1	BA	\$18,800.00	N/A
						Sub-Total
						\$85,483.00
						Total
						\$1,860,428.65

***Clarifications:**

Pricing on this Unit Rate Proposal is valid for 7 days due to the uncertainty of price for piping/fittings and concrete in the weeks to follow.

Causal dewatering of Trilogy scope, due to rainwater, to an on-site discharge point clearly defined by the PROJECT ENGINEER.

Paving Subgrade elevations assumed to be +/- .10-ft. per 7.29.22 Phase I Plans

Demolition of Existing structures is excluded from this proposal.

Earthwork, Fine Grading, and Backfill of Curbs/Islands are excluded from this proposal.

Sanitary Manholes and Storm Sewer Manholes are 6-8 Week lead times.

Due to cement shortages, project duration is dependent upon raw material availability at that time.

This Proposal includes one (1) mobilization with continuous production for ALL scopes outlined above.

Excludes Permitting and Fees

Excludes Performance and Payment bond

Excludes all work associated within Phase II & III

Excludes Electrical work

Company Name: Trilogy, LLC
 Address: 1617 Peachleaf Dr, STE 108, Houston, TX 77039
 Phone #: 832-243-5073
 Printed Name:

Bidder Signature:



Winfrey Estates Phase 2 - Public Trilogy Proposal REV1 10.4.22

Water Distribution System						
#	Description	Quantity 8.16.22 Price	Quantity 9.16.22 Price	Unit	Unit Price	Amount
1	4" C-900 Water Line with Tracing Wire (including fittings) - bedding and backfill	2029	2078	LF	\$58.00	\$117,726.00
2	4" C-900 Water Line with Tracing Wire (including fittings) - bedding and backfill	345	338	LF	\$42.00	\$14,490.00
3	1" 1/2" S Short Side Single Service Water Leads with Meter Boxes	0	6	EA	\$950.00	\$5,700.00
4	1" 1/2" S Long Side Single Service Water Leads with Meter Boxes	0	4	EA	\$1,500.00	\$6,000.00
5	1" 1/2" S Short Side Dual Service Water Leads with Meter Boxes	0	18	EA	\$925.00	\$16,650.00
6	1" 1/2" S Long Side Dual Service Water Leads with Meter Boxes	0	10	EA	\$1,750.00	\$17,500.00
7	4" Gate Valve w/ Box	9	12	EA	\$1,771.00	\$15,939.00
8	4" Plug Valve w/ Box	1	1	EA	\$1,500.00	\$1,500.00
9	4" Gate Valve w/ Box	4	5	EA	\$2,567.00	\$10,268.00
10	4" Plug Valve w/ Box	2	2	EA	\$4,076.00	\$8,152.00
11	Fire Hydrant Assembly	9	12	EA	\$6,288.00	\$56,592.00
12	4" C-900 Water Line Jack and Bored with 18" Casing	0	82	LF	\$280.00	\$22,960.00
					Sub-Total	\$346,302.00
Gas Distribution System						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	4" Gas Line (including fittings)	2,884	2,927	LF	\$38.00	\$111,236.00
2	4" Gas Line (including fittings)	0	280	LF	\$35.00	\$9,800.00
3	4" Ball Valve w/ Box	4	5	EA	\$2,800.00	\$14,000.00
4	4" Plug Valve w/ Box	3	3	EA	\$2,800.00	\$8,400.00
5	Gas Line Backfill & Grade	2,884	2,927	LF	\$3.00	\$8,681.00
					Sub-Total	\$150,117.00
Waste Water Collection System						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	4" PVC 154.26 Sanitary Sewer (15' Maximum Depth)	2356	2356	LF	\$63.00	\$148,472.00
2	4" PVC 154.26 Short Side Sanitary Sewer Service Leads	34	34	EA	\$1,400.00	\$47,600.00
3	4" PVC 154.26 Long Side Sanitary Sewer Service Leads	56	56	EA	\$1,400.00	\$78,400.00
4	Sanitary Sewer Manhole (5-8' Depth)	32	32	EA	\$4,546.00	\$146,480.00
5	Sanitary Sewer Manhole (5-10' Depth)	3	3	EA	\$7,881.00	\$23,643.00
6	Trench Safety	6537	6537	LF	\$1.00	\$6,537.00
					Sub-Total	\$399,542.00
Storm Water Collection System						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	120	120	LF	\$115.00	\$13,800.00
2	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	413	413	LF	\$141.00	\$58,233.00
3	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	293	293	LF	\$188.00	\$55,064.00
4	18" CL III R.C.P. Storm Sewer Pipe (complete & in place - bedding and backfill)	87	87	LF	\$228.00	\$19,836.00
5	Type "B-4" Storm Sewer Inlet (complete & in place - bedding and backfill)	33	33	EA	\$6,516.00	\$215,130.00
6	Storm Sewer MH (complete & in place - bedding and backfill) - (5-8' Depth)	2	2	EA	\$7,086.00	\$14,172.00
7	Storm Sewer MH (complete & in place - bedding and backfill) - (5-10' Depth)	6	6	EA	\$7,748.00	\$46,488.00
8	Trench Safety	849	849	LF	\$1.00	\$849.00
					Sub-Total	\$532,122.00
Paving Plan						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	Subgrade Stabilization	68322	68322	SP	\$0.95	\$64,905.90
2	1" Rebar, Conc. Paving	68322	68322	SP	\$7.95	\$543,159.90
3	4" Rebar, Conc. Curb	4976	4976	LF	\$3.30	\$16,420.80
4	Finishing, Rebar and Signs	1	1	LS	\$17,500.00	\$17,500.00
5	Traffic Control	1	1	LS	\$8,000.00	\$8,000.00
					Sub-Total	\$647,426.60
Other Costs						
#	Description	Quantity	Quantity	Unit	Unit Price	Amount
1	Hydro-mulch	0	22	AC	\$2,880.00	\$63,360.00
2	Pipe Grouting cuts for Positive Drainage	56	56	EA	\$200.00	\$11,200.00
3	Surveying (Staking)	1	1	LS	\$13,000.00	\$13,000.00
4	Materials Testing	1	1	LS	\$16,000.00	\$16,000.00
5	1 year Maintenance Bond	1	1	LS	\$11,417.00	\$11,417.00
					Sub-Total	\$94,977.00
					Total	\$1,797,388.00

***Clarifications:**
Pricing on this Unit Rate Proposal is valid for 7 days due to the uncertainty of price for piping/fittings and concrete in the weeks to follow.
Casual dewatering of Trilogy scope, due to rainwater, to an on-site discharge point clearly defined by the OWNER/ENGINEER.
Paving Subgrade elevations assumed to be +/- .10-ft. per 7.29.22 Phase I Plans
Quantities and Prices per IFA plans dated 9.16.22
Demolition of Existing structures is excluded from this proposal - Not to include the relocation/modification of existing storm structures per plans.
Sanitary Manholes and Storm Sewer Manholes are 5-8 Week lead times.
Tees, Leads, and Caps included for future tie-ins at Gas Lines
Due to cement shortages, project duration is dependent upon raw material availability at that time.
This Proposal includes one (1) mobilization with continuous production for ALL scopes outlined above.
Excludes Permitting and Fees
Excludes Performance and Payment bond
Excludes Electrical work
Excludes Service Leads for City of Tomball TS&V per Lot

Company Name: Trilogy, LLC
Address: 1617 Peachleaf St, STE 108; Houston, TX 77059
Phone #: 832-243-5073



Winfrey Estates Phase 3 - Public Trilogy Proposal 1.19.23 REV. 2

Water Distribution System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	8" C-400 Water Line (Including Fittings - Bedding and Backfill)	1,229	1,229	LF	\$67.00	\$82,943.00
2	8" C-400 Water Line (Including Fittings - Bedding and Backfill)	974	974	LF	\$61.00	\$59,414.00
3	2" SDR 9 Short Side Single Service Water Leads with Meter Boxes	0	7	EA	\$800.00	\$5,600.00
4	2" SDR 9 Long Side Single Service Water Leads with Meter Boxes	0	4	EA	\$1,900.00	\$7,600.00
5	2" SDR 9 Short Side Dual Service Water Leads with Meter Boxes	0	6	EA	\$625.00	\$3,750.00
6	2" SDR 9 Long Side Dual Service Water Leads with Meter Boxes	0	15	EA	\$1,780.00	\$26,700.00
7	8" Gate Valve w/ Box	6	6	EA	\$1,771.00	\$10,626.00
8	8" Gate Valve w/ Box	6	6	EA	\$1,947.00	\$11,682.00
9	Flow Hydrant Assembly	6	6	EA	\$6,249.00	\$37,494.00
10	8" Water Line Jack and Bore w/ 12" Casing	80	80	LF	\$146.00	\$11,680.00
Sub-Total						\$127,416.00

Gas Distribution System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	2" Gas Line (Including Fittings)	827	827	LF	\$16.00	\$13,232.00
2	4" Gas Line (Including Fittings)	1,249	1,249	LF	\$16.00	\$19,984.00
3	4" Ball Valve w/ Box	4	4	EA	\$1,800.00	\$7,200.00
4	4" Gas Line Jack and Bore w/ 12" Casing	80	80	LF	\$174.00	\$13,920.00
5	Gas Line Backfill & Gravel	9,282	9,282	LF	\$1.00	\$9,282.00
Sub-Total						\$53,620.00

Waste Water Collection System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	8" PVC SDR 26 Sanitary Sewer (12' Maximum Depth)	988	981	LF	\$61.00	\$60,003.00
2	12" PVC SDR 26 Sanitary Sewer (27' Maximum Depth)	1,341	1,341	LF	\$128.00	\$171,648.00
3	8" PVC SDR 26 Short Side Sanitary Sewer Service Leads	18	18	EA	\$1,900.00	\$34,200.00
4	8" PVC SDR 26 Long Side Sanitary Sewer Service Leads	18	18	EA	\$6,450.00	\$116,100.00
5	Sanitary Sewer Manhole (6'-12" Depth)	12	12	EA	\$7,881.00	\$94,572.00
6	Manhole Coating (All Phases)	1	1	LF	\$11,074.00	\$11,074.00
7	Trench Safety	2989	2988	LF	\$2.00	\$5,976.00
Sub-Total						\$360,593.00

Storm Water Collection System						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	12" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	99	99	LF	\$124.00	\$12,276.00
2	18" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	608	606	LF	\$181.00	\$109,266.00
3	24" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	70	70	LF	\$146.00	\$10,220.00
4	36" CL II R.C.P. Storm Sewer Pipe (complete & to place Bedding and Backfill)	629	629	LF	\$129.00	\$81,141.00
5	Type "B" 48" Storm Sewer (complete & to place Bedding and Backfill)	7	7	EA	\$6,918.00	\$48,426.00
6	Storm Sewer MH (complete & to place Bedding and Backfill) - (6'-6" Depth)	1	0	EA	\$7,288.00	\$7,288.00
7	Storm Sewer MH (complete & to place Bedding and Backfill) - (9'-0" Depth)	3	3	EA	\$7,748.00	\$23,244.00
8	Storm Sewer MH (complete & to place Bedding and Backfill) - (12'-0" Depth)	1	1	EA	\$21,807.00	\$21,807.00
9	Trench Safety	1,298	1,298	LF	\$2.00	\$2,596.00
Sub-Total						\$272,887.00

Paving Plan						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	Subgrade Stabilization	4115	4115	SF	\$0.80	\$3,292.00
2	2" Rein. Conc. Paving	4115	4115	SF	\$7.85	\$32,303.75
3	4" Rein. Conc. Curb	4766	4766	LF	\$6.50	\$31,079.00
4	Striping, Markers and Signs	1	1	LF	\$14,900.00	\$14,900.00
5	Traffic Control	1	1	LF	\$7,900.00	\$7,900.00
Sub-Total						\$87,474.75

Other Costs						
#	Description	Quantity 8-1/2-12 Plans	Quantity 12-4-22 Plans	Unit	Unit Price	Amount
1	Flow Measuring Lids for Positive Drainage	57	57	EA	\$200.00	\$11,400.00
2	Surveying (Existing)	1	1	LF	\$14,000.00	\$14,000.00
3	Materials Testing	1	1	LF	\$14,000.00	\$14,000.00
4	2 year Maintenance Bond	1	1	LF	\$15,497.00	\$15,497.00
5	Point Settlement - (0.1) Basis Plan Change	1	1	LF	\$69,400.00	\$69,400.00
6	Hydro Munch (in lieu of Curb MH Removal)	1	1	LF	\$14,444.00	\$14,444.00
7	Utility Spools	1	1	LF	\$48,804.00	\$48,804.00
Sub-Total						\$196,545.00
Total						\$1,061,847.75

***Clarifications:**

Pricing on this Unit Rate Proposal is valid for **7 days** due to the uncertainty of price for piping/fittings and concrete in the weeks to follow.

Casual dewatering of Trilogy scope, due to rainwater, to an on-site discharge point clearly defined by the OWNER/ENGINEER.

Paving Subgrade elevations assumed to be +/- .10-ft. per 10.6.22 Phase III Plans
Quantities and Prices per IFC plans dated 10.6.22

Demolition of existing structures is excluded from this proposal - Not to include the relocation/modification of existing storm structures per plans.

Sanitary Manholes and Storm Sewer Manholes are 6-8 Week lead times.

Sanitary Sewer services to remain underground and plugged at 4" Wye at termination point on drawings per ATE's email confirmation dated 12.14.22

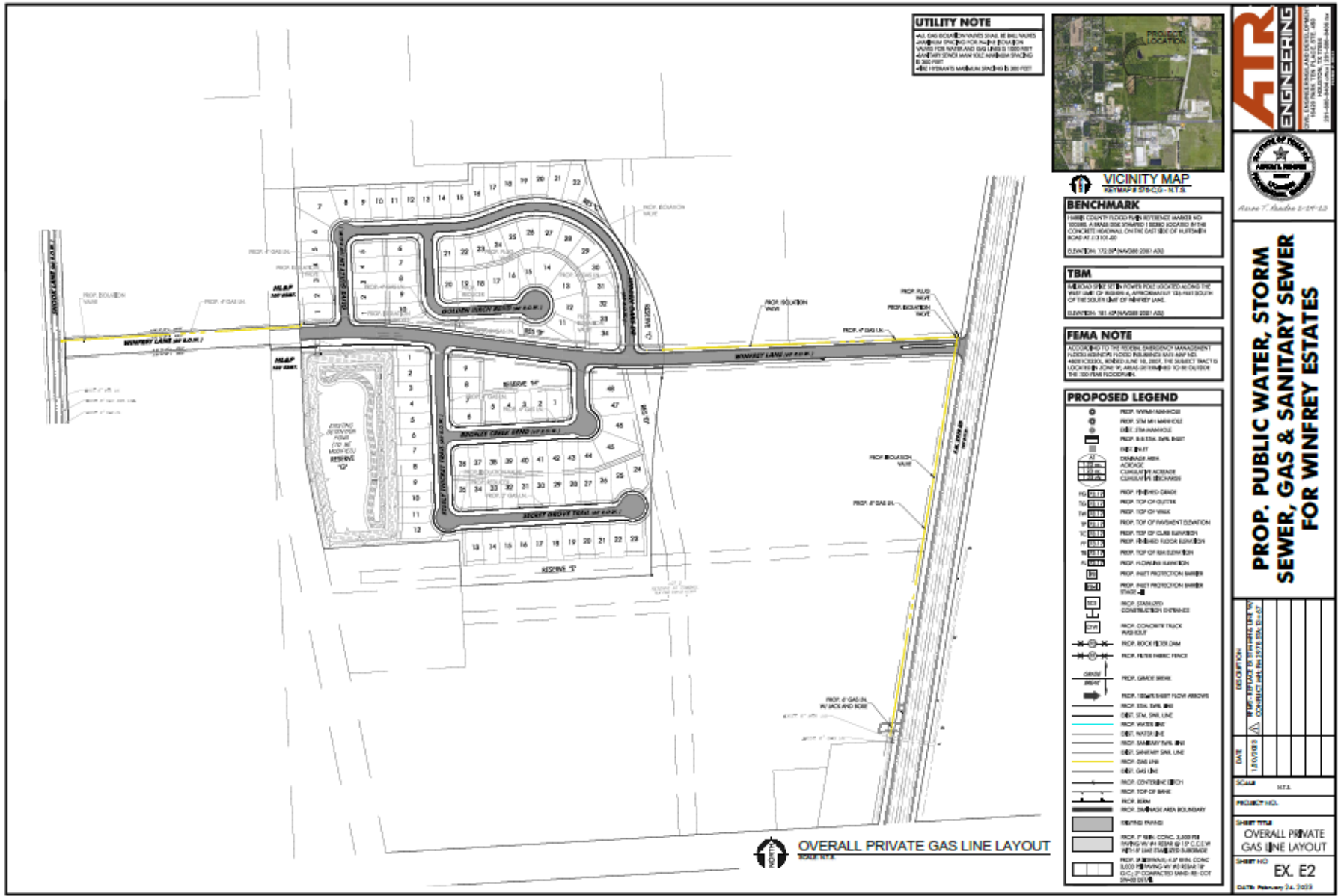
Due to cement shortages, project duration is dependent upon raw material availability at that time. This Proposal includes one (1) mobilization with continuous production for ALL scopes outlined above.

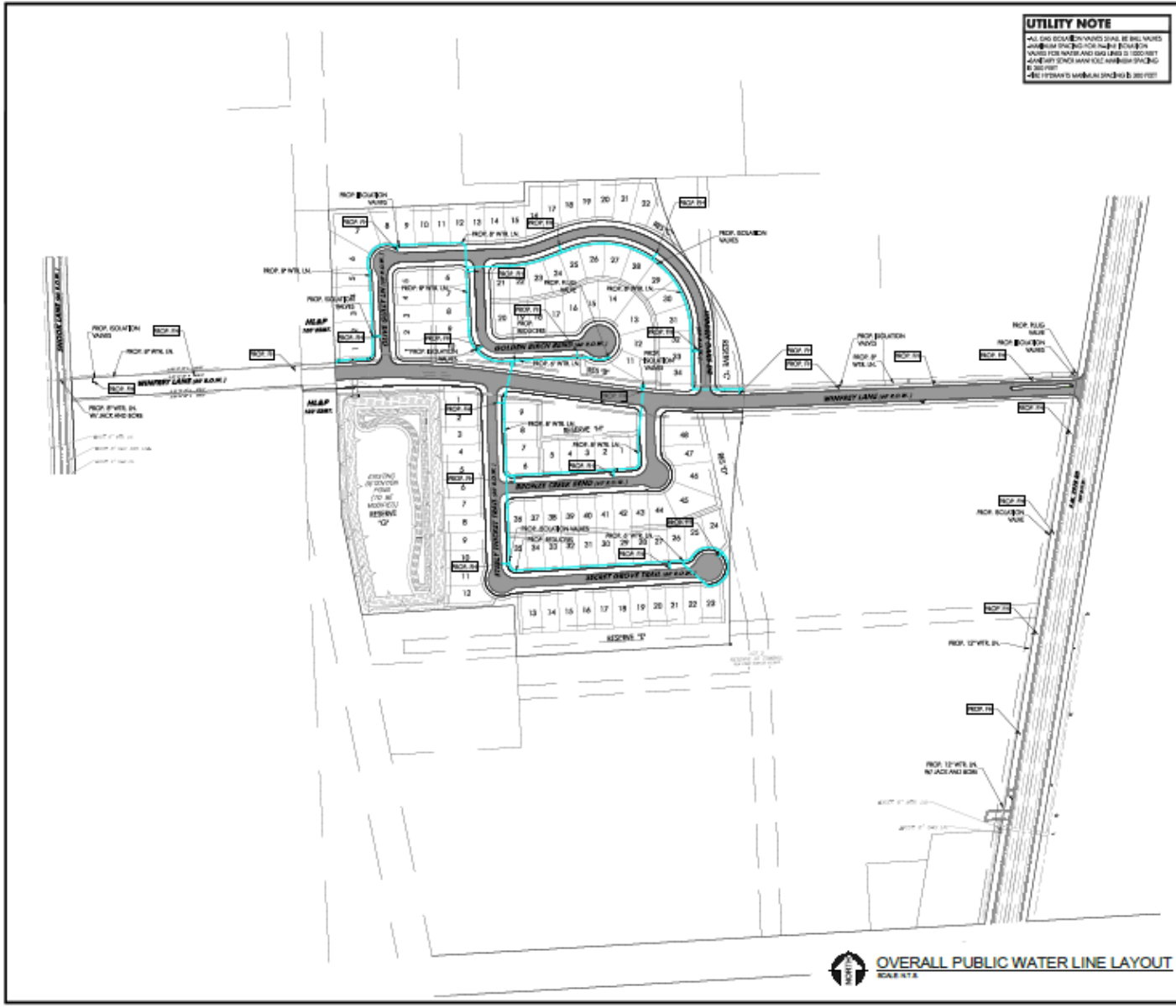
Exclude Permitting and Fees

Exclude Performance and Payment bond

Exclude Electrical work

Company Name: Trilogy, LLC
Address: 1617 Peachleaf St, STE 108; Houston, TX 77009
Phone #: 832-243-5073





UTILITY NOTE
 ALL GAS COOKING VENTS SHALL BE BELL WOUNDS WITH AN AMOUNT OF 1/2\"/>



VICINITY MAP
 NORTH ARROW INDICATES PROJECT LOCATION

BENCHMARK
 THREE COUNTY FLOOD PLAN REFERENCE MARKER NO. 10006, A BENCH MARK (BENCHMARK) IS LOCATED BY THE CONCRETE REGIONAL ON THE EAST SIDE OF HURSTON ROAD AT 13302.00
 ELEVATION: 112.00 (NAVD83 2011 AD)

TBM
 THE POINT OF BEGINNING (POB) IS LOCATED AT THE WEST LINE OF SECTION 16, APPROXIMATELY 124 FEET SOUTH OF THE SOUTH LINE OF HURSTON LANE.
 ELEVATION: 101.00 (NAVD83 2011 AD)

FEMA NOTE
 ACCORDING TO THE REGIONAL EMERGENCY MANAGEMENT PLANNING AGENCY (FEMA) FLOOD HAZARD MAP AND FIRM NO. 13000, ZONED AREA 16, 2004, THE SUBJECT TRACT'S LOCATION IS ZONED IN AREA 16, WHICH IS IN THE 100 YEAR FLOODPLAIN.

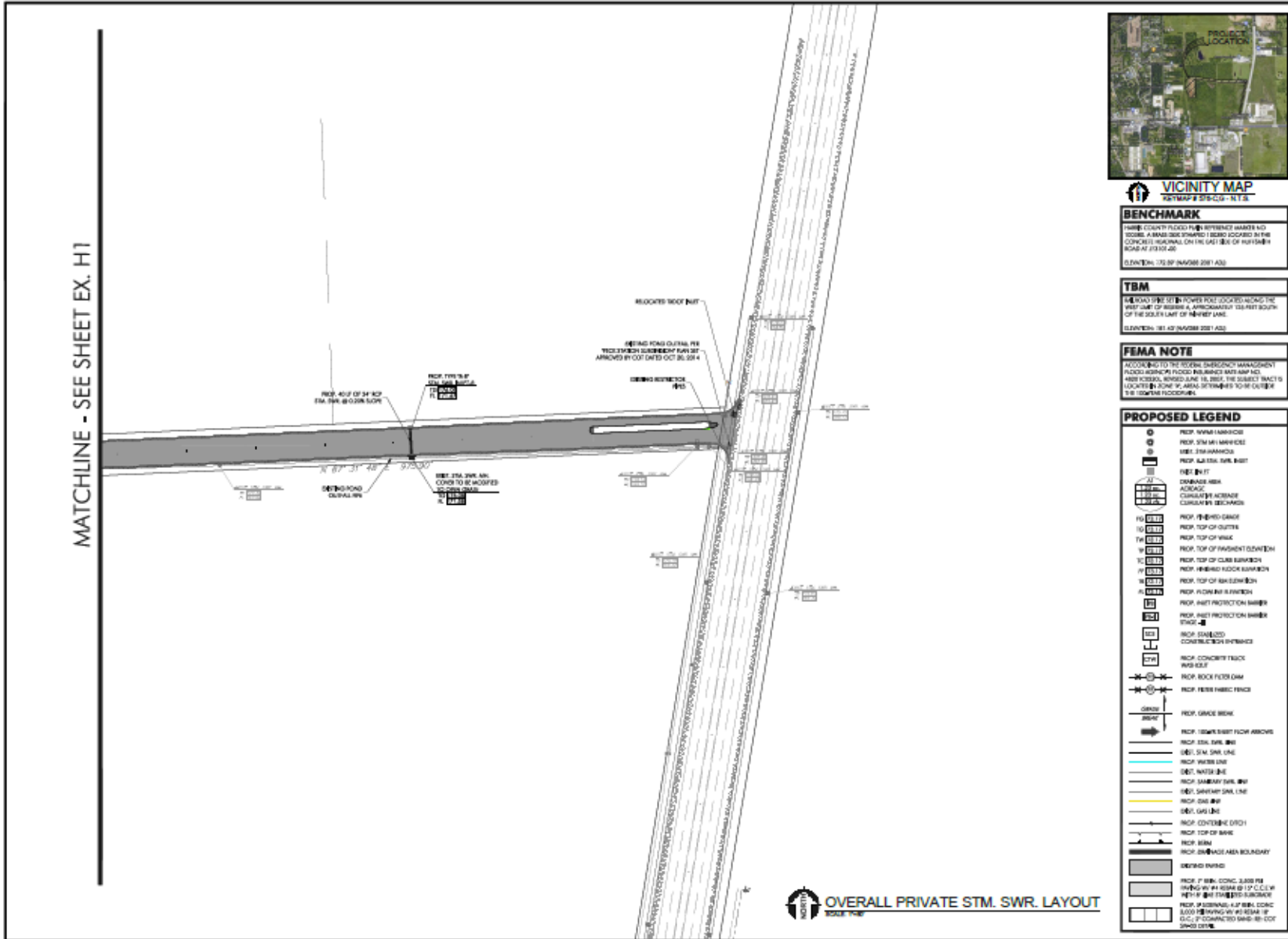
PROPOSED LEGEND

(Symbol)	PROJ. WATER MAINS
(Symbol)	PROJ. 3/4\"/>
(Symbol)	PROJ. 2\"/>
(Symbol)	PROJ. 4\"/>
(Symbol)	PROJ. 6\"/>
(Symbol)	PROJ. 8\"/>
(Symbol)	PROJ. 12\"/>
(Symbol)	PROJ. 18\"/>
(Symbol)	PROJ. 24\"/>
(Symbol)	PROJ. 30\"/>
(Symbol)	PROJ. 36\"/>
(Symbol)	PROJ. 42\"/>
(Symbol)	PROJ. 48\"/>
(Symbol)	PROJ. 54\"/>
(Symbol)	PROJ. 60\"/>
(Symbol)	PROJ. 72\"/>
(Symbol)	PROJ. 84\"/>
(Symbol)	PROJ. 96\"/>
(Symbol)	PROJ. 108\"/>
(Symbol)	PROJ. 120\"/>
(Symbol)	PROJ. 132\"/>
(Symbol)	PROJ. 144\"/>
(Symbol)	PROJ. 156\"/>
(Symbol)	PROJ. 168\"/>
(Symbol)	PROJ. 180\"/>
(Symbol)	PROJ. 192\"/>
(Symbol)	PROJ. 204\"/>
(Symbol)	PROJ. 216\"/>
(Symbol)	PROJ. 228\"/>
(Symbol)	PROJ. 240\"/>
(Symbol)	PROJ. 252\"/>
(Symbol)	PROJ. 264\"/>
(Symbol)	PROJ. 276\"/>
(Symbol)	PROJ. 288\"/>
(Symbol)	PROJ. 300\"/>
(Symbol)	PROJ. 312\"/>
(Symbol)	PROJ. 324\"/>
(Symbol)	PROJ. 336\"/>
(Symbol)	PROJ. 348\"/>
(Symbol)	PROJ. 360\"/>
(Symbol)	PROJ. 372\"/>
(Symbol)	PROJ. 384\"/>
(Symbol)	PROJ. 396\"/>
(Symbol)	PROJ. 408\"/>
(Symbol)	PROJ. 420\"/>
(Symbol)	PROJ. 432\"/>
(Symbol)	PROJ. 444\"/>
(Symbol)	PROJ. 456\"/>
(Symbol)	PROJ. 468\"/>
(Symbol)	PROJ. 480\"/>
(Symbol)	PROJ. 492\"/>
(Symbol)	PROJ. 504\"/>
(Symbol)	PROJ. 516\"/>
(Symbol)	PROJ. 528\"/>
(Symbol)	PROJ. 540\"/>
(Symbol)	PROJ. 552\"/>
(Symbol)	PROJ. 564\"/>
(Symbol)	PROJ. 576\"/>
(Symbol)	PROJ. 588\"/>
(Symbol)	PROJ. 600\"/>
(Symbol)	PROJ. 612\"/>
(Symbol)	PROJ. 624\"/>
(Symbol)	PROJ. 636\"/>
(Symbol)	PROJ. 648\"/>
(Symbol)	PROJ. 660\"/>
(Symbol)	PROJ. 672\"/>
(Symbol)	PROJ. 684\"/>
(Symbol)	PROJ. 696\"/>
(Symbol)	PROJ. 708\"/>
(Symbol)	PROJ. 720\"/>
(Symbol)	PROJ. 732\"/>
(Symbol)	PROJ. 744\"/>
(Symbol)	PROJ. 756\"/>
(Symbol)	PROJ. 768\"/>
(Symbol)	PROJ. 780\"/>
(Symbol)	PROJ. 792\"/>
(Symbol)	PROJ. 804\"/>
(Symbol)	PROJ. 816\"/>
(Symbol)	PROJ. 828\"/>
(Symbol)	PROJ. 840\"/>
(Symbol)	PROJ. 852\"/>
(Symbol)	PROJ. 864\"/>
(Symbol)	PROJ. 876\"/>
(Symbol)	PROJ. 888\"/>
(Symbol)	PROJ. 900\"/>
(Symbol)	PROJ. 912\"/>
(Symbol)	PROJ. 924\"/>
(Symbol)	PROJ. 936\"/>
(Symbol)	PROJ. 948\"/>
(Symbol)	PROJ. 960\"/>
(Symbol)	PROJ. 972\"/>
(Symbol)	PROJ. 984\"/>
(Symbol)	PROJ. 996\"/>
(Symbol)	PROJ. 1008\"/>
(Symbol)	PROJ. 1020\"/>
(Symbol)	PROJ. 1032\"/>
(Symbol)	PROJ. 1044\"/>
(Symbol)	PROJ. 1056\"/>
(Symbol)	PROJ. 1068\"/>
(Symbol)	PROJ. 1080\"/>
(Symbol)	PROJ. 1092\"/>
(Symbol)	PROJ. 1104\"/>
(Symbol)	PROJ. 1116\"/>
(Symbol)	PROJ. 1128\"/>
(Symbol)	PROJ. 1140\"/>
(Symbol)	PROJ. 1152\"/>
(Symbol)	PROJ. 1164\"/>
(Symbol)	PROJ. 1176\"/>
(Symbol)	PROJ. 1188\"/>
(Symbol)	PROJ. 1200\"/>
(Symbol)	PROJ. 1212\"/>
(Symbol)	PROJ. 1224\"/>
(Symbol)	PROJ. 1236\"/>
(Symbol)	PROJ. 1248\"/>
(Symbol)	PROJ. 1260\"/>
(Symbol)	PROJ. 1272\"/>
(Symbol)	PROJ. 1284\"/>
(Symbol)	PROJ. 1296\"/>
(Symbol)	PROJ. 1308\"/>
(Symbol)	PROJ. 1320\"/>
(Symbol)	PROJ. 1332\"/>
(Symbol)	PROJ. 1344\"/>
(Symbol)	PROJ. 1356\"/>
(Symbol)	PROJ. 1368\"/>
(Symbol)	PROJ. 1380\"/>
(Symbol)	PROJ. 1392\"/>
(Symbol)	PROJ. 1404\"/>
(Symbol)	PROJ. 1416\"/>
(Symbol)	PROJ. 1428\"/>
(Symbol)	PROJ. 1440\"/>
(Symbol)	PROJ. 1452\"/>
(Symbol)	PROJ. 1464\"/>
(Symbol)	PROJ. 1476\"/>
(Symbol)	PROJ. 1488\"/>
(Symbol)	PROJ. 1500\"/>
(Symbol)	PROJ. 1512\"/>
(Symbol)	PROJ. 1524\"/>
(Symbol)	PROJ. 1536\"/>
(Symbol)	PROJ. 1548\"/>
(Symbol)	PROJ. 1560\"/>
(Symbol)	PROJ. 1572\"/>
(Symbol)	PROJ. 1584\"/>
(Symbol)	PROJ. 1596\"/>
(Symbol)	PROJ. 1608\"/>
(Symbol)	PROJ. 1620\"/>
(Symbol)	PROJ. 1632\"/>
(Symbol)	PROJ. 1644\"/>
(Symbol)	PROJ. 1656\"/>
(Symbol)	PROJ. 1668\"/>
(Symbol)	PROJ. 1680\"/>
(Symbol)	PROJ. 1692\"/>
(Symbol)	PROJ. 1704\"/>
(Symbol)	PROJ. 1716\"/>
(Symbol)	PROJ. 1728\"/>
(Symbol)	PROJ. 1740\"/>
(Symbol)	PROJ. 1752\"/>
(Symbol)	PROJ. 1764\"/>
(Symbol)	PROJ. 1776\"/>
(Symbol)	PROJ. 1788\"/>
(Symbol)	PROJ. 1800\"/>
(Symbol)	PROJ. 1812\"/>
(Symbol)	PROJ. 1824\"/>
(Symbol)	PROJ. 1836\"/>
(Symbol)	PROJ. 1848\"/>
(Symbol)	PROJ. 1860\"/>
(Symbol)	PROJ. 1872\"/>
(Symbol)	PROJ. 1884\"/>
(Symbol)	PROJ. 1896\"/>
(Symbol)	PROJ. 1908\"/>
(Symbol)	PROJ. 1920\"/>
(Symbol)	PROJ. 1932\"/>
(Symbol)	PROJ. 1944\"/>
(Symbol)	PROJ. 1956\"/>
(Symbol)	PROJ. 1968\"/>
(Symbol)	PROJ. 1980\"/>
(Symbol)	PROJ. 1992\"/>
(Symbol)	PROJ. 2004\"/>
(Symbol)	PROJ. 2016\"/>
(Symbol)	PROJ. 2028\"/>
(Symbol)	PROJ. 2040\"/>
(Symbol)	PROJ. 2052\"/>
(Symbol)	PROJ. 2064\"/>
(Symbol)	PROJ. 2076\"/>
(Symbol)	PROJ. 2088\"/>
(Symbol)	PROJ. 2100\"/>
(Symbol)	PROJ. 2112\"/>
(Symbol)	PROJ. 2124\"/>
(Symbol)	PROJ. 2136\"/>
(Symbol)	PROJ. 2148\"/>
(Symbol)	PROJ. 2160\"/>
(Symbol)	PROJ. 2172\"/>
(Symbol)	PROJ. 2184\"/>
(Symbol)	PROJ. 2196\"/>
(Symbol)	PROJ. 2208\"/>
(Symbol)	PROJ. 2220\"/>
(Symbol)	PROJ. 2232\"/>
(Symbol)	PROJ. 2244\"/>
(Symbol)	PROJ. 2256\"/>
(Symbol)	PROJ. 2268\"/>
(Symbol)	PROJ. 2280\"/>
(Symbol)	PROJ. 2292\"/>
(Symbol)	PROJ. 2304\"/>
(Symbol)	PROJ. 2316\"/>
(Symbol)	PROJ. 2328\"/>
(Symbol)	PROJ. 2340\"/>
(Symbol)	PROJ. 2352\"/>
(Symbol)	PROJ. 2364\"/>
(Symbol)	PROJ. 2376\"/>
(Symbol)	PROJ. 2388\"/>
(Symbol)	PROJ. 2400\"/>
(Symbol)	PROJ. 2412\"/>
(Symbol)	PROJ. 2424\"/>
(Symbol)	PROJ. 2436\"/>
(Symbol)	PROJ. 2448\"/>
(Symbol)	PROJ. 2460\"/>
(Symbol)	PROJ. 2472\"/>
(Symbol)	PROJ. 2484\"/>
(Symbol)	PROJ. 2496\"/>
(Symbol)	PROJ. 2508\"/>
(Symbol)	PROJ. 2520\"/>
(Symbol)	PROJ. 2532\"/>
(Symbol)	PROJ. 2544\"/>
(Symbol)	PROJ. 2556\"/>
(Symbol)	PROJ. 2568\"/>
(Symbol)	PROJ. 2580\"/>
(Symbol)	PROJ. 2592\"/>
(Symbol)	PROJ. 2604\"/>
(Symbol)	PROJ. 2616\"/>
(Symbol)	PROJ. 2628\"/>
(Symbol)	PROJ. 2640\"/>
(Symbol)	PROJ. 2652\"/>
(Symbol)	PROJ. 2664\"/>
(Symbol)	PROJ. 2676\"/>
(Symbol)	PROJ. 2688\"/>
(Symbol)	PROJ. 2700\"/>
(Symbol)	PROJ. 2712\"/>
(Symbol)	PROJ. 2724\"/>
(Symbol)	PROJ. 2736\"/>
(Symbol)	PROJ. 2748\"/>
(Symbol)	PROJ. 2760\"/>
(Symbol)	PROJ. 2772\"/>
(Symbol)	PROJ. 2784\"/>
(Symbol)	PROJ. 2796\"/>
(Symbol)	PROJ. 2808\"/>
(Symbol)	PROJ. 2820\"/>
(Symbol)	PROJ. 2832\"/>
(Symbol)	PROJ. 2844\"/>
(Symbol)	PROJ. 2856\"/>
(Symbol)	PROJ. 2868\"/>
(Symbol)	PROJ. 2880\"/>
(Symbol)	PROJ. 2892\"/>
(Symbol)	PROJ. 2904\"/>
(Symbol)	PROJ. 2916\"/>
(Symbol)	PROJ. 2928\"/>
(Symbol)	PROJ. 2940\"/>
(Symbol)	PROJ. 2952\"/>
(Symbol)	PROJ. 2964\"/>
(Symbol)	PROJ. 2976\"/>
(Symbol)	PROJ. 2988\"/>
(Symbol)	PROJ. 3000\"/>

ATR ENGINEERING
 10000 WINDY HOLLOW DRIVE, SUITE 100
 WINDY HOLLOW, TEXAS 75087-1000
 (972) 462-1000
 WWW.ATR-ENGINEERING.COM

PROJ. PUBLIC WATER, STORM SEWER, GAS & SANITARY SEWER FOR WINFREY ESTATES

DATE: 1/15/2025
SCALE: NTS
PROJECT NO.:
SHEET TITLE: OVERALL PUBLIC WATER LINE LAYOUT
SHEET NO.: EX. F1
DATE: February 24, 2025



Alan T. Austin 12197-ES

PROP. PUBLIC WATER, STORM SEWER, GAS & SANITARY SEWER FOR WINFREY ESTATES



VICINITY MAP

NTS MAP # 257-C02-151.6

BENCHMARK
 HARRIS COUNTY FLOOD PREVENTION REFERENCE MARKER NO. 20086. A BENCH MARK (BENCH) IS LOCATED IN THE CONCRETE JOURNAL ON THE EAST SIDE OF HAYWARD ROAD AT ST. 45.
 ELEVATION: 175.89 (AUGUST 2001 ADS)

TBM
 14' DIA. 150 LB. POWER POLE LOCATED ALONG THE WEST LINE OF 45TH AVE. APPROXIMATELY 125 FEET SOUTH OF THE SOUTH LINE OF HAYWARD LANE.
 ELEVATION: 161.42 (AUGUST 2001 ADS)

FEMA NOTE
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WINFREY ESTATES, WINFREY ESTATES IS LOCATED IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL FLOODPLAIN.

PROPOSED LEGEND

-

OVERALL PRIVATE STM. SWR. LAYOUT

Exhibit K

Amenities for Winfrey Estates

- A 2,700 square foot amenity center / clubhouse
- Pool with restrooms
- Pickle Ball Court
- Bocci Ball Court

APPENDIX B – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Appendix:

- Initial Parcel
- Lot Type 1

**WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT – INITIAL PARCEL 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 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,261,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Winfrey Estates 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 the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

Installment Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment ^[c]
2024	\$ 37,000.00	\$ 424,551.45	\$ -	\$ -	\$ 46,780.00	\$ 508,331.45
2025	\$ 98,000.00	\$ 363,481.60	\$ -	\$ -	\$ 47,715.60	\$ 509,197.20
2026	\$ 103,000.00	\$ 357,758.40	\$ -	\$ -	\$ 48,669.91	\$ 509,428.31
2027	\$ 108,000.00	\$ 351,743.20	\$ -	\$ -	\$ 49,643.31	\$ 509,386.51
2028	\$ 113,000.00	\$ 345,436.00	\$ -	\$ -	\$ 50,636.18	\$ 509,072.18
2029	\$ 119,000.00	\$ 338,836.80	\$ -	\$ -	\$ 51,648.90	\$ 509,485.70
2030	\$ 125,000.00	\$ 331,887.20	\$ -	\$ -	\$ 52,681.88	\$ 509,569.08
2031	\$ 131,000.00	\$ 324,587.20	\$ -	\$ -	\$ 53,735.52	\$ 509,322.72
2032	\$ 138,000.00	\$ 316,936.80	\$ -	\$ -	\$ 54,810.23	\$ 509,747.03
2033	\$ 145,000.00	\$ 308,877.60	\$ -	\$ -	\$ 55,906.43	\$ 509,784.03
2034	\$ 152,000.00	\$ 300,409.60	\$ -	\$ -	\$ 57,024.56	\$ 509,434.16
2035	\$ 160,000.00	\$ 291,532.80	\$ -	\$ -	\$ 58,165.05	\$ 509,697.85
2036	\$ 168,000.00	\$ 282,188.80	\$ -	\$ -	\$ 59,328.35	\$ 509,517.15
2037	\$ 177,000.00	\$ 272,377.60	\$ -	\$ -	\$ 60,514.92	\$ 509,892.52
2038	\$ 186,000.00	\$ 262,040.80	\$ -	\$ -	\$ 61,725.22	\$ 509,766.02
2039	\$ 195,000.00	\$ 251,178.40	\$ -	\$ -	\$ 62,959.72	\$ 509,138.12
2040	\$ 205,000.00	\$ 239,790.40	\$ -	\$ -	\$ 64,218.92	\$ 509,009.32
2041	\$ 216,000.00	\$ 227,818.40	\$ -	\$ -	\$ 65,503.29	\$ 509,321.69
2042	\$ 227,000.00	\$ 215,204.00	\$ -	\$ -	\$ 66,813.36	\$ 509,017.36
2043	\$ 239,000.00	\$ 201,947.20	\$ -	\$ -	\$ 68,149.63	\$ 509,096.83
2044	\$ 252,000.00	\$ 187,989.60	\$ -	\$ -	\$ 69,512.62	\$ 509,502.22
2045	\$ 265,000.00	\$ 173,272.80	\$ -	\$ -	\$ 70,902.87	\$ 509,175.67
2046	\$ 279,000.00	\$ 157,796.80	\$ -	\$ -	\$ 72,320.93	\$ 509,117.73
2047	\$ 294,000.00	\$ 141,503.20	\$ -	\$ -	\$ 73,767.35	\$ 509,270.55
2048	\$ 310,000.00	\$ 124,333.60	\$ -	\$ -	\$ 75,242.69	\$ 509,576.29
2049	\$ 326,000.00	\$ 106,229.60	\$ -	\$ -	\$ 76,747.55	\$ 508,977.15
2050	\$ 344,000.00	\$ 87,191.20	\$ -	\$ -	\$ 78,282.50	\$ 509,473.70
2051	\$ 362,000.00	\$ 67,101.60	\$ -	\$ -	\$ 79,848.15	\$ 508,949.75
2052	\$ 382,000.00	\$ 45,960.80	\$ -	\$ -	\$ 81,445.11	\$ 509,405.91
2053	\$ 405,000.00	\$ 23,652.00	\$ -	\$ (461,551)	\$ 83,074.01	\$ 50,174.56
Total	\$ 6,261,000.00	\$ 7,123,615.45	\$ -	\$ (461,551)	\$ 1,897,774.75	\$ 14,820,838.75

Footnotes:

[a] Interest is calculated at a rate of 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.80% as of June 20, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The numbers 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.

**WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT – 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 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOMBALL, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$55,407.08

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Winfrey Estates 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 the City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Tomball.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest ^[a]	Additional Interest ^[b]	Debt Service Reserve Fund	Annual Collection Costs	Total Annual Installment Due ^[c]
2024	\$ 327.43	\$ 3,757.09	\$ -	\$ -	\$ 413.98	\$ 4,498.51
2025	\$ 867.26	\$ 3,216.65	\$ -	\$ -	\$ 422.26	\$ 4,506.17
2026	\$ 911.50	\$ 3,166.00	\$ -	\$ -	\$ 430.71	\$ 4,508.22
2027	\$ 955.75	\$ 3,112.77	\$ -	\$ -	\$ 439.32	\$ 4,507.85
2028	\$ 1,000.00	\$ 3,056.96	\$ -	\$ -	\$ 448.11	\$ 4,505.06
2029	\$ 1,053.10	\$ 2,998.56	\$ -	\$ -	\$ 457.07	\$ 4,508.72
2030	\$ 1,106.19	\$ 2,937.05	\$ -	\$ -	\$ 466.21	\$ 4,509.46
2031	\$ 1,159.29	\$ 2,872.45	\$ -	\$ -	\$ 475.54	\$ 4,507.28
2032	\$ 1,221.24	\$ 2,804.75	\$ -	\$ -	\$ 485.05	\$ 4,511.04
2033	\$ 1,283.19	\$ 2,733.43	\$ -	\$ -	\$ 494.75	\$ 4,511.36
2034	\$ 1,345.13	\$ 2,658.49	\$ -	\$ -	\$ 504.64	\$ 4,508.27
2035	\$ 1,415.93	\$ 2,579.94	\$ -	\$ -	\$ 514.73	\$ 4,510.60
2036	\$ 1,486.73	\$ 2,497.25	\$ -	\$ -	\$ 525.03	\$ 4,509.00
2037	\$ 1,566.37	\$ 2,410.42	\$ -	\$ -	\$ 535.53	\$ 4,512.32
2038	\$ 1,646.02	\$ 2,318.95	\$ -	\$ -	\$ 546.24	\$ 4,511.20
2039	\$ 1,725.66	\$ 2,222.82	\$ -	\$ -	\$ 557.17	\$ 4,505.65
2040	\$ 1,814.16	\$ 2,122.04	\$ -	\$ -	\$ 568.31	\$ 4,504.51
2041	\$ 1,911.50	\$ 2,016.09	\$ -	\$ -	\$ 579.68	\$ 4,507.27
2042	\$ 2,008.85	\$ 1,904.46	\$ -	\$ -	\$ 591.27	\$ 4,504.58
2043	\$ 2,115.04	\$ 1,787.14	\$ -	\$ -	\$ 603.09	\$ 4,505.28
2044	\$ 2,230.09	\$ 1,663.62	\$ -	\$ -	\$ 615.16	\$ 4,508.87
2045	\$ 2,345.13	\$ 1,533.39	\$ -	\$ -	\$ 627.46	\$ 4,505.98
2046	\$ 2,469.03	\$ 1,396.43	\$ -	\$ -	\$ 640.01	\$ 4,505.47
2047	\$ 2,601.77	\$ 1,252.24	\$ -	\$ -	\$ 652.81	\$ 4,506.82
2048	\$ 2,743.36	\$ 1,100.30	\$ -	\$ -	\$ 665.86	\$ 4,509.52
2049	\$ 2,884.96	\$ 940.08	\$ -	\$ -	\$ 679.18	\$ 4,504.22
2050	\$ 3,044.25	\$ 771.60	\$ -	\$ -	\$ 692.77	\$ 4,508.62
2051	\$ 3,203.54	\$ 593.82	\$ -	\$ -	\$ 706.62	\$ 4,503.98
2052	\$ 3,380.53	\$ 406.73	\$ -	\$ -	\$ 720.75	\$ 4,508.02
2053	\$ 3,584.07	\$ 209.31	\$ -	\$ (4,084.53)	\$ 735.17	\$ 444.02
Total	\$ 55,407.08	\$ 63,040.84	\$ -	\$ (4,084.53)	\$ 16,794.47	\$ 131,157.87

Footnotes:

[a] Interest is calculated at a rate of 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.80% as of June 20, 2023, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[b] Additional Interest will be collected if PID Bonds are issued.

[c] The numbers 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: 07/17/2023

Topic:

Approve the Minutes of the July 3, 2023 Regular Tomball City Council Meeting

Background:

Origination: City Staff

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

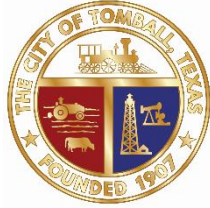
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

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

**MINUTES OF REGULAR CITY COUNCIL
CITY OF TOMBALL, TEXAS**



**Monday, July 03, 2023
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 03, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- 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 Derek Townsend, Sr.
Council 5 Randy Parr

ABSENT

Council 2 Mark Stoll (Excused)

OTHERS PRESENT

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Tracylynn Garcia
City Attorney – Loren Smith
Director of Public Works – Drew Huffman
PD Captain - Shon Davis
Fire Chief – Joe Sykora
Marketing Manager - Chrislord Templonuevo
Project Manager – Meagan Mageo
Senior IT Specialist – Ben Lato
Jonita Robinson- Records Specialist
Fae Morris- Records Specialist
Ki Provencher- City Hall Intern

- B. Invocation - Led by Chaplain Earl Detwiler - Colonial Hill Bible Chapel
C. Pledges to U.S. and Texas Flags led by Fire Chief Joe Sykora

- 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 Pue - short term rentals
207 Florence
Tomball, Texas 77375

- E. Reports and Announcements

1. Announcements

- **Kids Club Dates:**
 - July 14: Reptile show-n-tell and Reading games (Texas Snakes & More and LSC-Tomball Community Library) at Juergens Park (1331 Ulrich Rd) from 10 a.m. to 12 p.m.
 - August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.
 - **2023 Swim Season (Jerry Matheson Park Pool):**
 - Monday-Closed
 - Tuesday thru Friday - 10am - 6pm
 - Saturday & Sunday – 12pm - 8pm
- REGULAR SEASON HOURS 2023**
- May 30th (Start Date) thru August 13th (Sunday) End Date
- END OF SEASON HOURS 2023**
- August 19th (Saturday) Noon – 8pm
 - August 20th (Sunday) Noon – 8pm
 - August 26th (Saturday) Noon – 8pm
 - August 27th (Sunday) Noon – 8pm
 - September 2nd (Saturday) Noon – 8pm
 - September 3rd (Sunday) Noon – 8pm
 - September 4th (Monday) 10am – 6p

The Pool will be open to the public on weekends until Labor Day

- 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.]*

Item #3 was pulled by staff and was voted on separately.

1. Adopt, on Second Reading, Ordinance No. 2023-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5 acre of land legally described as being all of Lot 265 in Tomball Townsite from Agricultural (AG) to Light Industrial (LI) zoning. The property is generally located within the 900-1000 blocks (west side) of S. Pitchford Road, within the City of Tomball, Harris County, Texas; providing for severability; 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.

3. Adopt, on Second Reading, Ordinance No. 2023-16, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being Lot 1, Block 1 of Devasco International as well as approximately 6.09 acres of land being a portion of Tomball Townsite Outlots 172, 175, and 176 from Light Industrial (LI) and Agricultural (AG) to Office (O) zoning. The property is generally located within the 1600 block (west side) of S. Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; 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.

4. Adopt, on Second Reading, Ordinance No. 2023-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being all of Tomball Townsite Outlot 281 from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1100-1400 blocks (west side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; 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 Townsend, Sr. to approve items 1, 3, and 4 of Old Business Consent Agenda.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

2. Adopt, on Second Reading, Ordinance No. 2023-15, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning land legally described as being approximately 2.73 acres out of the William Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is generally located within the 13200-13400 blocks (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; 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 Townsend, Sr..

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

- 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 the Minutes of the June 19, 2023, Regular City Council Meeting.
2. Approve Resolution No. 2023-33, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 51st annual Tomball Night on Market St and around downtown Tomball, on Friday, August 4, 2023
3. Approve Request from Tomball High School for City Support and In-Kind Services for the “Tomball HS Homecoming Parade” and rally on Main St and ending in a rally in downtown Tomball, on Wednesday, October 4, 2023
4. Approve request for Tomball Museum Center to receive assistance for the 2nd Annual Classic Car Social at the Tomball Museum Center on Saturday, September 30, 2023 from 10 a.m. – 2 p.m.

5. Authorize the City Manager to execute a letter to Harris County requesting to terminate the City of Tomball's participation in Harris County's Entitlement Program for Fiscal Years 2024-2026.
6. Approve an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for Fiscal Year 2023, for a not-to-exceed amount of \$150,000 (RFP 2023-12), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.
7. Approve a purchase from Equipment Controls Company, Inc. for Sensus transmitters for gas meters, as an exclusive authorized distributor of Sensus products, for a not-to-exceed amount of \$83,844.25, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2022-2023 Budget.

Motion made by Council 3 Dunagin, Seconded by Council 1 Ford to approve New Business Consent agenda.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

H. New Business

1. City Council provided staff direction for Short-Term Rental Monitoring, Identification, and Compliance Services.
2. Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Winfrey Estates Public Improvement District in the City of Tomball, Public Improvement District Number Twelve (PID 12), established by City Council Resolution No. 2022-10. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.
 - Mayor Klein Quinn called the PH to order at 6:20 pm
 - Hearing no further comments Mayor Klein Quinn closed PH at 6:21 pm
3. Adopt, on First Reading, Ordinance Number 2023-20, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Winfrey Estates **Public**

Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on April 18, 2022.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to read Ordinance No. 2023-20 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to adopt Ordinance No. 2023-20 on First Reading.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

4. Approve Resolution 2023-32, a Resolution of the City Council of the City of Tomball, Texas, accepting the Preliminary Service and Assessment Plan for Authorized Improvements within the Raburn Reserve Public Improvement District Improvement Area Three (IA#3); Setting a Date for a Public Hearing on the Proposed Levy of Assessments; Authorizing the Publication and Mailing of Notice; and Enacting Other Provisions Relating thereto.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

5. City Council provided staff direction for the award of a contract to Cypress Holiday Concepts for the installation of holiday lighting at City facilities for Fiscal Year 2024 (RFP 2023-11). These expenditures would need to be obligated in the Fiscal Year 2023-2024 budget.

Maggie Dorian
(Cypress Holiday Concepts)
4077 Oak Ridge,
Hempstead, Texas

6. Consideration and possible action to appoint/reappoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

Gretchen Fagen - seeks reappointment.
(current chair TEDC board)
1314 Pinebrook,
Tomball

Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr. to reappoint G. Fagan.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

7. Consideration and possible action to appoint/reappoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to reappoint C, Degges.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

8. Consideration and possible action to appoint a Board Member to the Tomball Economic Development Corporation Board of Directors for Term Expired as of May 31, 2023.

Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr. to appoint Jim Engelke.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

9. 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 closes session.

Executive Session Started: 7:04 PM

Executive Session Ended: 7:20 PM

I. Adjournment

Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this 17th day of July 2023.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: July 17, 2023

Topic:

Approve the sale of one tract of land located at the intersection of Medical Complex and Hufsmith-Kohrville (tract one), consisting of 0.5211 acres of land (RFP 2023-14) for a total amount of \$18,000, and authorize the City Manager to execute any and all documents related to the sale.

Background:

In December 2022, City Council authorize the sale of two (2) surplus tracts to be sold through a Request for Proposal. Staff proceeding with the process by completing all necessary steps for the sale, including an updated appraisal, survey, and replat of both tracts. The appraisal was required in order to determine the minimum offer price based on the appraised value as required by Local Government Code, tract one (0.5211 acres) was appraised at \$15,000 and tract two (0.7040 acres) was appraised at \$215,000, making those values the minimum offer price that could be submitted by proposers.

A Request for Proposal (RFP) was issued with one proposal submitted for tract one with a total offer amount of \$18,000 from MC Drive, LLC located in Tomball. Based on the submitted proposal, MC Drive plans to replat the land with the property they own to the west of the tract for a future commercial development. Staff is currently working with Stewart Title to coordinate the closing of the property since the purchaser has requested to utilize a title company to obtain title insurance. The City received no proposals for Tract Two and staff is currently evaluating additional options that are available to sell this property.

This item authorizes the sale of tract one for a total price of \$18,000 to MC Drive, LLC, and authorizes the City Manager to execute any and all required documentation for the sale.

Origination: Project Management

Recommendation:

Staff recommends authorizing the sale of tract one for a total price of \$18,000, and authorize the City Manager to execute any and all required documentation for the sale.

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

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

SPECIAL WARRANTY DEED

DATE: July 17, 2023

GRANTOR: CITY OF TOMBALL, TEXAS

GRANTOR'S MAILING ADDRESS: 401 Market St.
(including County) Tomball, Texas 77375
Harris County

GRANTEE: MC Drive, LLC

GRANTEE'S MAILING ADDRESS: 25298 FM 2978, Unit A
(including County) Tomball, Texas 77375
Harris County, Texas

CONSIDERATION: Eighteen Thousand and No/100 Dollars (\$18,000.00) and other good and valuable consideration

PROPERTY:

Being a 0.5211 acre tract of land out of Reserve "C" in Final Calvary Baptist of Tomball Subdivision, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 520133 of the Harris County Map Records, said 0.5211 acre tract if land being particularly described in the metes and bounds attached as "Exhibit A."

GRANTOR reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises conveyed herein; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the GRANTOR and GRANTEE that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

CITY OF TOMBALL, TEXAS

By: David Esquivel
(Printed Name)

Title: City Manager

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

ACKNOWLEDGMENT

This instrument was acknowledged before me by _____ on the
_____ day of _____, 2023, for the City of Tomball, Texas

Notary Public, State of Texas
Printed Name: _____
My commission expires: _____

EJC SURVEYING COMPANY

12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.ejcsurveying.com • eic@ejcsurveying.com

Firm No. 100334-00

All that certain tract or parcel containing 0.5211 acre of land out of Reserve "C" in Final Calvary Baptist of Tomball Subdivision, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 520133 of the Harris County Map Records, said 0.5211 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with Frontier Surveying cap (found) in the South line of Reserve "B" in said Final Calvary Baptist of Tomball Subdivision marking the Northeast corner of Outlot 365 in Corrected Map of Tomball Outlots, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record in Volume 4, Page 65 of said Harris County Plat Records, an interior corner of that certain call 105.0452 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. RP-2019-536600, the Northwest corner of said Reserve "C" and the Northwest corner of the herein described 0.5211 acre tract of land, from this point a 5/8" iron rod with KUO cap (found) bears N 34°13'57" E, 6.64 feet;

THENCE N 87°14'54" E, a distance of 102.67 feet along the common line of said Reserve "B" and said Reserve "C" to a 5/8" iron rod with EIC cap (set) in the proposed Southwesterly right-of-way line of Huffsmith-Kohrville Road, (variable width), marking the Northeast corner of the herein described 0.5211 acre tract of land, from this point a 5/8" iron rod with EIC cap (set) in the existing Southwest right-of-way line of said Huffsmith-Kohrville Road marking the Southeast corner of said Reserve "B" and the Northeast corner of said Reserve "C" bears N 87°14'54" E, 20.98 feet, from this point a 5/8" iron rod with KUO cap (found) bears N 35°37'47" W, 5.83 feet;

THENCE S 20°22'01" E, a distance of 139.34 feet along the proposed Southwesterly right-of-way line of said Huffsmith-Kohrville Road to a 5/8" iron rod with EIC cap (set) at the Northeast end of a cut-back corner marking the intersection of the proposed Southwesterly right-of-way line of said Huffsmith-Kohrville Road with the Northwesterly right-of-way line of a proposed 100.00 foot Road, same point marking the Easterly-Southeast corner of the herein described 0.5211 acre tract of land;

THENCE S 24°43'46" W, a distance of 28.24 feet along said cut-back corner to a 5/8" iron rod with EIC cap (set) in the Northwesterly right-of-way line of said proposed 100.00 foot Road marking the Southwest end of said cut-back corner and the Southerly-Southeast corner of the herein described 0.5211 acre tract of land;

THENCE S 69°49'32" W, a distance of 138.92 feet along the Northwesterly right-of-way line of said proposed 100.00 foot Road and the Southerly line of said 0.5211 acre tract of land to a 5/8" iron rod with EIC cap (set) in the West line of said Reserve "C", the East line of said Outlot 365 and an interior line of said 105.0452 acre tract of land marking the Southwest corner of the herein described 0.5211 acre tract of land;

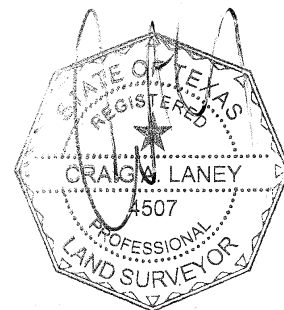
THENCE N 02°32'20" W, a distance of 199.45 feet along the common line of said Reserve "C", said Outlot 365 and said 105.0452 acre tract of land to the POINT OF BEGINNING and containing 0.5211 acre of land.

Surveyed on the ground April 29, 2021.

Job No. 21-223-04. (see corresponding plat)

The basis of bearing is N 02°32'20" W along the West line of Reserve "C" per record plat.

Land Boundary / Topographic Surveying
A Division of Everything in Christ Services, Inc.



City Council Meeting Agenda Item Data Sheet

Meeting Date: July 17, 2023

Topic:

Approve Resolution Number 2023-34, a Resolution of the City Council of the City of Tomball, Texas approving an amended and restated Reimbursement Agreement relating to the Winfrey Estates Public Improvement District.

Background:

Resolution Number 2023-34 approves an amended and restated Reimbursement Agreement for Winfrey Estates Public Improvement District. This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (CHTA Development, Inc.) for the PID eligible authorized improvements in Winfrey Estates, with a not to exceed amount of \$6,261,000.00, plus accrued interest, to be paid from assessments levied against properties in Winfrey Estates, and pursuant to the adopted Service and Assessment Plan (SAP).

Origination: Project Management

Recommendation:

Staff recommends approving Resolution Number 2023-34 and authorizing the execution of the amended and restated Reimbursement Agreement for Winfrey Estates Public Improvement District.

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. 2023-34

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING A REIMBURSEMENT
AGREEMENT RELATING TO THE WINFREY ESTATES PUBLIC
IMPROVEMENT DISTRICT.**

* * * * *

WHEREAS, on August 15, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Development Agreement”); and

WHEREAS, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

WHEREAS, CHTA Development, Inc. a Texas corporation (the “Developer”) is the developer of the District Property; and

WHEREAS, the City Council intends to pass and approve on the effective date hereof, an (the “Assessment Ordinance”) which, among other things, will approve a service and assessment plans (the “SAP”) that will levy Assessments on assessable property in the District, and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, from revenues received from the Assessments levied on property within each improvement area or phase of the District Property and pursuant to the SAP, the City intends to reimburse the Developer for all of a portion of the costs of certain public improvements (the “Authorized Improvements”) within the District; and

WHEREAS, the Developer and the City previously entered into a Reimbursement Agreement (the “ Original Reimbursement Agreement”) in order to evidence the City’s intention to reimburse the Developer for all or a portion of the costs of the Authorized Improvements from Assessments levied on assessable property within the District; and

WHEREAS, the Developer and the City wish to enter into an amended and restated reimbursement agreement (the “Amended and Restated Reimbursement Agreement”) to reflect the amount of reimbursement to the Developer as set forth in the Service and Assessment Plan;

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

Section 1. The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Amended and Restated Reimbursement Agreement or in the SAP.

Section 2. The City Council hereby approves the Amended and Restated Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

Section 3. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED, AND RESOLVED this 17th day of July 2023.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

**AMENDED AND RESTATED WINFREY ESTATES PUBLIC IMPROVEMENT
DISTRICT
REIMBURSEMENT AGREEMENT**

This Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and CHTA Development, Inc. a Texas corporation, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of July 17, 2023 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Winfrey Estates Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the “SAP”); and

WHEREAS, on April 15, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Development Agreement”); and

WHEREAS, the City and the Developer previously entered into a Reimbursement Agreement dated October 17, 2022 (the “Original Reimbursement Agreement”) and now wishes to amend and restate the Original Reimbursement Agreement through the approval of this Reimbursement Agreement to reflect the City’s approval of the SAP and the total amount of reimbursement owed to the Developer pursuant to the SAP; and

WHEREAS, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

WHEREAS, certain public improvements as to be identified in a SAP are to be constructed within the District Property (the “Public Improvements” to serve the District Property; and

WHEREAS, the City Council on the date hereof passed and approved an ordinance (the “Assessment Ordinance”) which, among other things, approves a final SAP, (including the

“Assessment Roll”), and levied assessments on property within the District (the “Assessments”) and established the dates upon which interest on assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, the SAP identified the Actual Costs of the Public Improvements (plus financing costs as set forth in the SAP) (the “Public Improvement Costs”) that are assessed against the Assessed Property in the District (the “Assessed Property”); and

WHEREAS, the SAP allocates the Public Improvements Costs to the Assessed Property; and

WHEREAS, the Assessments are reflected on an Assessment Roll and, as approved by the City Council; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments (the “Assessment Revenue”) shall be deposited first for the payment of debt service on assessment revenue bonds issued with a pledge of such Assessment Revenue (“Future Bonds”) in accordance with a trust indenture relating to such Future Bonds (the “Bond Indenture”) and to and second, into a separate account, that is separate from all other funds of the City (the “Reimbursement Account”) and shall be used to reimburse Developer and its assigns for the Public Improvements Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$6,261,000; and

WHEREAS, the obligations of the City to use the Assessment Revenue hereunder is authorized by the PID Act; and

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, at the discretion of the City and in accordance with the Development Agreement as amended, the Developer and City may amend this Agreement and the Development Agreement as determined necessary by City’s bond counsel for issuance of any Future Bonds, for compliance with applicable law and for compliance with the obligations of the Parties under this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Public Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within budgeted costs, plus interest on the unpaid balance as set forth in Section 2(a) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amounts as set forth in the Service and Assessment Plan, in the amount not to exceed \$6,261,000 (the “Reimbursement Amount), plus interest accrued at the rate of 6.25%, as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate account to be designated the “Reimbursement Account.” The Reimbursement Amount is payable from Assessment Revenue to be deposited in the Reimbursement Account as described below and in accordance with this Reimbursement Agreement and the Development Agreement.

- a. The Reimbursement Amount is payable solely from: (i) Assessment Revenue received and collected by the City and deposited into the Reimbursement Account; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of bonds (the “Future Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.
- b. The Assessment Revenue shall be received, collected and deposited into the Reimbursement Account subject to the following limitations:
 - i. Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP.
 - ii. The Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid principal amount of the Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the SAP, or (ii) the issuance of any Future Improvement Bonds, or (iii) in the event the Future Bonds are not issued, until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.
 - iii. The Developer shall be reimbursed in a Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$6,261,000 plus interest at the rate of 6.25% for the time period as set forth in the SAP, from the Reimbursement Account and as allowed under this Section. The Reimbursement Amount as set forth in

the Service and Assessment Plan shall control over any amount set forth in this Agreement.

- iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of 6.25% beginning on the date set forth in the SAP as amended and updated to reflect the Assessments and shall comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Bonds for the payment of the Public Improvement Costs, the Assessments shall bear interest at the rate of the Bonds plus additional interest as set forth in the SAP, and interest on the Assessments pursuant to this section shall cease.
3. The Reimbursement Amount, plus the interest as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Assessment Revenue received and collected by the City and deposited into the Reimbursement Account subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into Reimbursement Account. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the “Applicable Laws”) to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as an Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the Reimbursement Account for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
4. If Future Bonds are issued to reimburse the costs of the Public Improvements, the net proceeds of such Future Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Public Improvements and then to pay all or any portion of any Public Improvement Costs, as set forth in the SAP.

5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Public Improvement Costs as set forth in the SAP. If the Public Improvement Costs are less than the amounts set forth in SAP, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Public Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the Future Bonds, including the form of a certification for payment (a “Certification for Payment”) as provided in the applicable Indenture.
6. The Developer represents and warrants that it will not request payment with respect to any Public Improvement Costs that are not part of the Public Improvements identified in the SAP and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).
7. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City’s acceptance of the Public Improvements and completion of the Amenities (as defined in the Development Agreement) and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator that reflect the Public Improvement Costs paid by Developer (a “Reimbursement Request”) in substantially the form attached hereto as Exhibit A as may be modified by the City’s PID administrator. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture
8. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer’s right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a “Transfer,” and the person or entity to whom the Transfer is made, a “Transferee”). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer’s written notice of the Transfer is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties.

The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement or any Assessment Revenues received hereunder.

9. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.
10. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Public Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Public Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Public Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Public Improvement constructed by the Developer.
11. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Public Improvement and, upon completion, inspection and acceptance, convey each such Public Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Reimbursement Account to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Public Improvements required in connection with the development of the land in the PID.
12. Within twenty (20) business days of receipt of any Reimbursement Request, the City's PID administrator shall either (i) approve and execute the Reimbursement Request and forward the same to the City for payment (from those funds available in the Reimbursement Account, as applicable), or (ii) in the event the City's PID administrator disapproves the Reimbursement Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Request. If a Reimbursement Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Request is approved and shall deliver such partially approved Reimbursement Request for payment.
13. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Account and such obligations do not create a debt

or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

14. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
15. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
16. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
 401 Market Street
 Tomball, TX 77375

With a copy to: Attn: City Attorney
 Olson & Olson, LLP
 2727 Allen Parkway, Suite 600
 Houston, TX 77019

To the Developer: Attn: Roland Ramirez
 CHTA Development, Inc.
 1169 Brittmore Road

Houston, Texas 77043

With a copy to: Attn: Timothy Green
 c/o Coats Rose, P.C.
 9 Greenway Plaza, Suite 1000
 Houston, Texas 77046

17. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.
18. Remedies:
 - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.
 - b. Notwithstanding the foregoing, the following are Events of Default under this Reimbursement Agreement:
 - i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to this Reimbursement Agreement or the Development Agreement as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later

of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement.

- ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days; OR
 - vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID (as defined in the Development Agreement), if such failure is not cured within thirty (30) days.
 - vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement.
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual

damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement or the Development Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
19. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND HOLD HARMLESS THE CITY'S INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PUBLIC IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.**

20. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Bonds issued to reimburse the costs of the Public Improvements, the Indenture securing such Future Bonds shall control as the provisions relate to the Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.
21. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
22. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
23. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
24. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
25. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
26. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of

this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

27. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
28. The term of this Reimbursement Agreement is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii) termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Public Improvements that have been approved by the City pursuant to an approved Certification for Payment or Reimbursement Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement Agreement shall terminate.
29. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
30. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
31. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is

made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

32. Firearms. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge

case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

33. Petroleum. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit
34. Affiliate. As used in Sections 37 through 40, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
35. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the

contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF TOMBALL

City Secretary

Mayor

DEVELOPER

CHTA DEVELOPMENT INC.,

a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

REIMBURSEMENT REQUEST

(To be used if no Future Bonds are outstanding and as may be modified by the City's PID administrator)

Reference is made to that certain PID Reimbursement Agreement by and between the City and CHTA Development, Inc. a Texas corporation (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from Assessment Revenues in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements within the Winfrey Estates Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Reimbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the attached Public Improvements to be paid from Assessment Revenues has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements in the attached spreadsheet and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement and the PID Reimbursement Agreement and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the PID Reimbursement Agreement, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the Winfrey Estates Public Improvement District and has no outstanding delinquencies.
6. All conditions set forth in the Reimbursement Agreement and the Development Agreement for the payment hereby requested have been satisfied.
7. The work with respect to Public Improvements included herein has been completed, and the City has inspected such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

[ATTACH SPREADSHEET IN FORM APPROVED BY CITY’S PID ADMINISTRATOR]

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Request, acknowledges the Reimbursement Request, and finds the Reimbursement Request to be in order. After reviewing the Reimbursement Request, the City approves the Reimbursement Request and authorizes and directs payment of the amounts set forth below from the appropriate account. The City’s approval of the Reimbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the PID Reimbursement Agreement, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in PublicImprovements.

CITY OF TOMBALL, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

City Council Meeting Agenda Item Data Sheet

Meeting Date: July 17, 2023

Topic:

Approve Resolution 2023-35, a Resolution of the City Council of the City of Tomball, Texas, Setting a Date for a Public Hearing for proposed updates to the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for water and wastewater facilities; Authorizing the Publication and Mailing of Notice; Directing the Capital Improvement Advisory Committee make a recommendation on the Capital Recovery Fee Report; and Enacting Other Provisions Relating thereto.

Background:

Resolution 2023-35 accepts sets the date for the Public Hearing on the proposed updates to the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for water and wastewater facilities for August 21, 2023, based on requirements in Local Government Code Chapter 395. In addition, the Resolution provides direction to the Capital Improvement Advisory Committee to provide recommendation and comments to City Council for adoption consideration for the Capital Recovery Fees.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2023-35 and calling for the Public Hearing on August 21, 2023.

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. 2023-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, SETTING A DATE FOR PUBLIC HEARING FOR THE PROPOSED UPDATES TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN AND IMPACT FEES FOR WATER AND WASTEWATER FACILITIES; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; DIRECTING THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE TO MAKE A RECOMMENDATION ON THE CAPITAL RECOVERY FEE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

* * * * *

WHEREAS, the City Council of the City of Tomball has authorized the appointed Capital Improvement Advisory Committee to receive an Impact Fee Study to determine update of the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for water and wastewater facilities in accordance with Chapter 395, Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Government, of the Texas Local Government Code (“Chapter 395 of the TLGC”); and

WHEREAS, Chapter 395 of the Texas Local Government Code requires the City Council of the City of Tomball to hold a public hearing to consider whether to update the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for water and wastewater facilities;

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

Section 1. Recitals. The above recitals are found to be true and correct and they are incorporated as findings of the City Council for all purposes.

Section 2. Public Hearing. A public hearing of the City Council shall be held on August 21, 2023, at 6:00 p.m. at City hall, 401 Market Street, Tomball, Texas, for the purpose of considering amendments to the Land Use Assumptions, Capital Improvement Plan, and Impact Fees for water and wastewater facilities.

Section 3. Publication of Notice. Notice of the public hearing shall be published in a newspaper of general circulation in Harris County at least 30-days prior to the public hearing date.

Section 4. Effective Date. This Resolution shall be effective immediately followings its passage and approval by the City Council.

**PASSED AND APPROVED AT THE MEETING OF THE CITY COUNCIL HELD ON
THE ____ DAY OF JULY 2023.**

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

June 29, 2023

Katherine Tapscott
Finance Director
City of Tomball
501 James Street
Tomball, TX 77375

Dear Ms. Tapscott:

Weaver and Tidwell, L.L.P. (“Weaver”, “our”, “us”, and “we”) looks forward to the opportunity to assist City of Tomball (the “Company”, “you”, and “your”) by performing Digital Transformation and Automation consulting services to support you in achieving your business objectives.

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Scope of Services

We will assist management in performing those activities as outlined in the following scope of work:

The proposed approach for the Payroll Reconciliation will be performed in four key phases:



Project planning will consist of conducting a planning meeting with the Payroll Department and key City Management to establish timelines, discuss concerns, deliverables and project expectations. Planning will also include developing and confirming an evaluation approach, along with establishing key milestones and deadlines with the Payroll Department and City Management that aligns with expectations.

The exploration phase will include requesting and reviewing current payroll data and supporting records to gain an understanding of the current environment. Weaver will convene a kick-off meeting with the Payroll Department and key City Management to discuss the payroll data and reconciliation process along with any questions, challenges, and concerns that should be considered as part of the reconciliation. Additional follow-up meetings will occur as needed to ensure a complete understanding of the payroll data and supporting documentation.

The fieldwork phase of the evaluation will include three key segments, including the following:



- **Obtain Data** – We would request the data for a slightly longer period than the specific time of the ransomware so that we are able to validate our results against payroll runs that had known “integrity”. Key data sets we will need will include:
 - o HR Profile Data including unique identifier (employee ID), payroll rate, status type (Exempt/Non-exempt), and department for the period
 - o HR Profile Data Changes including new hires, terminations, and any changes to the fields referenced in the bullet above

- Payroll Deductions files for both voluntary and nonvoluntary deductions with unique identifier, amount, cadence, and type
- Changes to deductions
- Any off-cycle payrolls, bonus runs, etc.
- Employee timesheets including date, hours, hour type (PTO, Sick, etc.), premium pay type, unique identifier
- All manual recalculation files with source data to final register
- **Design and Develop –**
 - Based on a subset of the data like a single department and a period prior to the ransomware, we will architect the recalculation process from the source data provided.
 - We will then work with management to validate that the data we recalculated aligns with their actual generation of payroll for that period and ensure their comfort with the methodology of calculation
 - We will then expand the calculation across the scope of the post ransomware period to create a population of expected payroll transactions.
 - We will create an artificial primary key for the transactions expected to be made of payroll transaction period and the unique identifier to relate to the manually calculated files.
 - We will then generate a file of any variances to be investigated by management.
- **Resolve –**
 - Based on the results generated, we can support management in the investigation and identification of the source of the differentials.
 - We will update the analysis tool on a go forward basis for any “rule based” errors that can be programmatically applied. This will be a one time update activity prior to hand off of the analysis tool
 - We will provide the final analysis tool with supporting instructional guidance to the City and include a walkthrough of the tool functionality.

In the project reporting phase we will conduct an exit meeting with the Payroll Department and key City Management, where we will formally share the results of our reconciliation and discuss next steps for implementing the changes. The deliverables will include a recommended data set with the proposed changes that should be implemented. Following input on the draft results and deliverables from the Payroll Department and City Management, we will finalize and redistribute the deliverables for future use.

Project Deliverables

We will provide the following upon the completion of our payroll evaluation procedures:

- Reconciliation file detailing the evaluation process conducted along with the results.
- Python or PowerQuery script to use to calculate the draft payroll to be reviewed by management.

We will not audit or review any financial statements as part of this engagement and will not express an opinion or any other form of assurances on them.

Your Digital Transformation and Automation Engagement Partner will be Morgan Page and is responsible for supervising the engagement on behalf of Weaver. The Company is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee our services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring on-going activities.

No Warranties

Any and all implied warranties arising out of Services or the relationship between Weaver and the Company are hereby expressly disclaimed and negated, in particular, but not by way of limitation, we make no implied warranty of merchantability or fitness for a particular purpose.

Timing and Delivery of Services

These services will begin July 5, 2023 and will conclude upon completion of the services. We will conduct our work at the time and location most supportive to the effective performance of the scope of services whether virtual or at your location. We will, at all times, coordinate our work with you to provide the least disruption of the Company's day-to-day operations.

Fees and Invoicing

The fee for this engagement will be \$50,000. The total fee for our services will be determined by the complexity of the work performed and the tasks required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring substantial expenses. The total amount stated on each invoice will also include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be charged at our then-current standard hourly rates, and our expenses (including attorney's fees) will be invoiced at cost, and our administrative and technology charge will be applied. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices are payable on presentation and will be rendered according to the following schedule: fifty percent (50%) of our fee estimate upon receipt of this signed engagement letter and the remainder upon completion of our services. You will have thirty (30) days from the invoice date to review the invoice and communicate to us in writing any disagreement with the charges, after which you will waive the right to contest them. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within one hundred twenty (120) days of the invoice date, this engagement will be placed on hold and we will stop work until the balance is brought current, or we may withdraw from this engagement (and any other engagements for the same client), and we will not be liable for any damages you may incur as a result.

This engagement shall conclude upon the completion of our services. Either party may earlier terminate this engagement at any time with ten (10) days written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination even if we have not performed all the above-described services, and we will be paid for our time expended and expenses incurred through the date of termination.

Ethical Conflict Resolution

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and we will discuss with you any possible means of resolving the conflict prior to suspending our services.

Non-Solicitation of Our Staff

We value each and every one of our partners and employees and have spent a great deal of time and resources to locate, train and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, you, along with your affiliates will not, whether voluntarily or involuntarily, directly or indirectly, solicit to employ or engage, on a partner, employee, contractor, or other basis, any of the loaned staff, without obtaining the prior written consent of our Chief Executive Officer.

Documentation and Confidentiality

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the documentation available to outside parties not involved in the performance of these services, except when prohibited by law or direction of law enforcement, any such requests will be discussed with you and we will obtain your written consent before we make the documentation available to the requesting parties.

Depending on the requirements of this engagement, we may use third-party service providers to assist us. Before sharing your confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of confidential information and ensure the confidential information is only used for the purposes assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of confidential information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

We may be requested to make certain documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

We will retain our documentation supporting any deliverable for a period of at least seven (7) years from the date thereof. You agree that following such period, we may destroy the documentation without notice to you.

Limitations on Liability and Indemnifications

Except as may be noted herein, the parties do not intend this engagement or engagement letter to be for the benefit of any third-party. Unless you inform us in writing, we are not aware of the identity of any third-parties to which any of our work product will be supplied and we do not anticipate any such third-parties' reliance upon our professional services unless expressly stated herein.

In order to facilitate this engagement, we may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms. Please be aware that those mediums inherently pose a risk of misdirection or interception of confidential information. Any request you have to limit such transmissions or use a different means of transmission or storage must be made in writing and you will be responsible for any resulting compromise in data security.

You hereby release, indemnify, and hold us and our partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives") harmless from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from: (i) knowing misrepresentations to us by any party or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party to this engagement letter for which we did not give prior written consent, and (iii) interception, unintentional disclosure, unauthorized use, or failed delivery of electronic communications transmitted or received by us in connection with this engagement.

Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter to you (or any successors or permitted assigns) shall be limited to one (1) times the amount of our fees (excluding any reimbursable

expenses) that party paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

You agree to only look to the limited liability partnership, Weaver and Tidwell, L.L.P., for satisfaction of any claim or cause of action arising from this engagement or engagement letter. In no event will our partners, directors, employees, or agents be liable to you for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

Dispute Resolution Procedure including Jury Waiver

The parties agree that no claim arising out of or relating to this engagement or engagement letter shall be filed more than two years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Houston, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

Miscellaneous

We may at times provide documents marked as drafts. Those documents are for review purposes only and should not be distributed or relied upon in any way. They should be destroyed as soon as possible.

We inform you that we have non-CPA licensees who may provide services pertaining to this engagement.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

[Signatures on Next Page]

City of Tomball
June 29, 2023

Page 6 of 6

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

City of Tomball

By: _____

Printed Name: _____

Title: _____

Date: _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: July 17, 2023

Topic:

Approve an agreement with Weaver & Tidwell, LLP for payroll reconciliation services, for an amount not to exceed \$50,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2022-2023 budget.

Background:

Due to the cyber incident, payroll was processed manually from December 20, 2022 – March 17, 2023. With the inherit risk associated with processing payroll manually, Staff recommends utilizing third-party services to perform a reconciliation of all affected payrolls. This includes the review of earnings, deductions, and taxes for all employee paychecks issued during the identified time period.

Origination: Finance Director

Recommendation:

Staff recommends approving the payroll reconciliation services contract with Weaver & Tidwell, LLP as appropriated in the Fiscal Year 2022-2023 Budget.

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

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: # 100-119-6304

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

Signed: Katherine Tapscott 7/12/2023 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: July 17, 2023

Topic:

Adopt, on First Reading, Ordinance No. 2023-21, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2023 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 2022-23 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 2022-23 SAP update, which also updates the assessment roll for 2022, 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 2022 Annual Update was adopted on August 15, 2022. The 2023 annual installment to be collected from parcels within PID 10 as shown on the assessment roll of the 2023 SAP update is \$265,781.09 for Improvement Area One and \$374,072.50 for Improvement Area Two, due on January 31, 2023.

Origination: Community Development Department

Recommendation:

Staff recommends approving Ordinance 2023-21, 2023 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. 2023-21

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2023 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2023 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, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an “Improvement Area”); and

WHEREAS, 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 and Improvement Area #2 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #1 and Improvement Area #2 of the District (collectively, the “Assessment Roll” that states the assessment against each parcel of land within Improvement Area #1 and Improvement Area #2 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 and Improvement Area #2 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 and Improvement Area #2 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 and Improvement Area #2 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 2023 (together, the “2023 Updates”); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2023 Updates 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, THAT:

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. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the First Supplemental Indenture.

Section 2. That the 2023 Updates attached hereto as Exhibit A are 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.

[Signature Page Follows]

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 17th DAY OF JULY 2023.

COUNCILMAN FORD _____
COUNCILMAN STOLL _____
COUNCILMAN DUNAGIN _____
COUNCILMAN TOWNSEND _____
COUNCILMAN PARR _____

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF AUGUST 2023.

COUNCILMAN FORD _____
COUNCILMAN STOLL _____
COUNCILMAN DUNAGIN _____
COUNCILMAN TOWNSEND _____
COUNCILMAN PARR _____

Lori Klein-Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary



**RABURN RESERVE
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE**

JULY 17, 2023

INTRODUCTION

Capitalized terms used in this 2023 Service Plan Update shall have the meanings given to them in the 2022 Service and Assessment Plan (the “2022 SAP”).

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 acres.

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

On December 7, 2020, the City passed and approved Resolution No. 2020-43 which amends and restates 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 17, 2022, the City approved Resolution No. 2022-26 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated the Assessment Rolls for 2022.

On October 3, 2022, the City approved Ordinance No. 2022-33 approving the 2022 Amended & Restated Service and Assessment Plan for the District. The Ordinance levied Assessments for Improvement Area #2 Assessments, incorporated provisions relating to the City’s issuance of the Improvement Area #2 Series 2022 Bonds and the Improvement Area #1 Series 2022 Bonds, and incorporated provisions relating to the City’s Improvement Area #2 Reimbursement Obligation. The 2022 Amended & Restated Service and Assessment Plan also approved the IA#2 Assessment Rolls for 2022.

The 2022 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 2022 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2022 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

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 14 Lots of Non-Benefited Property.

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.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Improvement Area #1

Improvement Area #1 consists of 133 Residential Lots. Per the Quarterly Report dated as of March 31, 2023, Taylor Morrison Homes owns 70 Residential Lots. The Developer owns 6 Residential Lots. Taylor Morrison Homes has completed home construction and delivered to end-users a total of 57 homes. All homes in Improvement Area #1 are expected to be completed in the 3rd Quarter of 2023.

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

Improvement Area #2

Improvement Area #2 consists of 118 Residential Lots. Per the Quarterly Report dated as of March 31, 2023, Taylor Morrison Homes has a contract with the Developer to purchase all 118 Residential Lots. Taylor Morrison Homes owns 36 Residential Lots. The Developer owns the remaining 82 Residential Lots. All homes in Improvement Area #2 are expected to be completed in the 3rd Quarter of 2024.

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

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The Developer has completed the Authorized improvements listed in the 2020 SAP and they were dedicated to the City in July 2021.

Improvement Area #2

The Developer has completed the Authorized improvements listed in the 2022 Amended & Restated SAP and they were dedicated to the City on February 24, 2023.

OUTSTANDING ASSESSMENT

Improvement Area #1

The Improvement Area has an outstanding Assessment of \$4,058,000.00, of which \$2,400,000.00 is attributable to the Improvement Area #1 Bonds and \$1,658,000.00 is attributable to the Improvement Area #1 Additional Bonds.

Improvement Area #2

The Improvement Area has an outstanding Assessment of \$5,174,000.00, of which \$2,430,000.00 is attributable to the Improvement Area #2 Bonds and \$2,744,000.00 is attributable to the Improvement Area #2 Reimbursement Obligation¹.

ANNUAL INSTALLMENT DUE 1/31/2024

Improvement Area #1

- **Principal and Interest²** – The total principal and interest required for the Annual Installment is \$265,781.09.

Improvement Area #2

- **Principal and Interest²** – The total principal and interest required for the Annual Installment is \$374,072.50.

See **Exhibit B** for debt service schedule for the PID Bonds as shown in the official statement.

¹Net of \$30,000.00 Improvement Area #2 Bonds principal payment due September 15, 2023 which will be paid using the Annual Installment collected on January 31, 2023.

²The Annual Installment covers the period September 16, 2022 to September 15, 2023 and is due by January 31, 2024.

Improvement Area #1

- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the indenture, is equal to \$198,950.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the Outstanding Assessments, resulting in an Additional Interest amount due of \$12,000.00.

Improvement Area #1	
Due January 31, 2024	
Principal	\$ 73,922.37
Interest	191,858.72
Annual Collection Costs	57,007.87
Additional Interest	12,000.00
Total Annual Installment	\$ 334,788.96

Improvement Area #2

- **Additional Interest** – The total Prepayment and Delinquency Reserve Requirement, as defined in the indenture, is equal to \$261,235.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the Outstanding Assessments, resulting in an Additional Interest amount due of \$13,720.00.

Due January 31, 2024	
Improvement Area #2	
Principal	\$ 66,000.00
Interest	\$ 308,072.50
Additional Interest	\$ 13,720.00
Annual Collection Costs	\$ 41,505.19
Total Annual Installment	\$ 429,297.69

Improvement Area #1

- **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 \$57,007.87.

Improvement Area #1	
Annual Collection Costs	
Administration	\$ 19,953.66
City Administrative Fees	7,980.00
Filing Fees	322.78
County Collection	126.21
PID Trustee Fees	8,000.00
Dissemination Agent	7,000.00
Miscellaneous	322.78
P3Works Past Due	13,302.44
Total Annual Collection Costs	\$ 57,007.87

Improvement Area #2

- **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 \$41,505.19.

Improvement Area #2	
Annual Collection Costs	
Administration	\$ 25,441.17
City Administrative Fees	7,080.00
Filing Fees	411.55
County Collection	160.92
PID Trustee Fees	4,500.00
Dissemination Agent	3,500.00
Miscellaneous	411.55
Total Annual Collection Costs	\$41,505.19

See **Exhibit B-1, Exhibit B-2, Exhibit B-3, and Exhibit B-4** for the debt service schedules for the PID Bonds as shown in the official statements.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No parcels within the Improvement Area have made full prepayments.

Improvement Area #2

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

Improvement Area #2

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

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

No extraordinary optional redemptions have occurred within the Improvement Area.

Improvement Area #2

No extraordinary optional redemptions have occurred within the Improvement Area.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installments		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
<i>Improvement Area #1</i>						
Principal		\$ 73,922.37	\$ 72,923.26	\$ 77,917.49	\$ 82,913.05	\$ 86,908.17
Interest		\$ 191,858.72	\$ 188,911.22	\$ 186,016.22	\$ 182,952.48	\$ 179,626.24
	(1)	\$ 265,781.09	\$ 261,834.48	\$ 263,933.71	\$ 265,865.53	\$ 266,534.41
Annual Collection Costs	(2)	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87
Additional Interest	(3)	\$ 12,000.00	\$ 11,750.00	\$ 11,500.00	\$ 11,225.00	\$ 10,950.00
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 334,788.96	\$ 330,592.35	\$ 332,441.58	\$ 334,098.40	\$ 334,492.28

Annual Installments		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
<i>Improvement Area #2</i>						
Principal		\$ 66,000.00	\$ 70,000.00	\$ 75,000.00	\$ 78,000.00	\$ 84,000.00
Interest		\$ 308,072.50	\$ 304,352.50	\$ 300,407.50	\$ 296,180.50	\$ 291,785.50
	(1)	\$ 374,072.50	\$ 374,352.50	\$ 375,407.50	\$ 374,180.50	\$ 375,785.50
Annual Collection Costs	(2)	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19
Additional Interest	(3)	\$ 13,720.00	\$ 13,540.00	\$ 13,350.00	\$ 13,145.00	\$ 12,935.00
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 429,297.69	\$ 429,397.69	\$ 430,262.69	\$ 428,830.69	\$ 430,225.69

ASSESSMENT ROLL

The list of current Parcels or Lots within Improvement Area #1, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A-1**.

The list of current Parcels or Lots within Improvement Area #2, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit A-2**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A-1 – IMPROVEMENT AREA #1 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 1/31/24 ^[d]
141-629-001-0001	Block 1, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0002	Block 1, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0003	Block 1, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0004	Block 1, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0005	Block 1, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0006	Block 1, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0007	Block 1, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0008	Block 1, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0009	Block 1, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0010	Block 1, Lot 10	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0011	Block 1, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0012	Block 1, Lot 12	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0013	Block 1, Lot 13	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0014	Block 1, Lot 14	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0015	Block 1, Lot 15	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0016	Block 1, Lot 16	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0017	Block 1, Lot 17	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0018	Block 1, Lot 18	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0019	Block 1, Lot 19	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0020	Block 1, Lot 20	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0021	Block 1, Lot 21	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0022	Block 1, Lot 22	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0023	Block 1, Lot 23	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0024	Block 1, Lot 24	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0025	Block 1, Lot 25	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0026	Block 1, Lot 26	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0027	Block 1, Lot 27	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0028	Block 1, Lot 28	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0029	Block 1, Lot 29	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0030	Block 1, Lot 30	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0031	Block 1, Lot 31	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0032	Block 1, Lot 32	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0033	Block 1, Lot 33	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0034	Block 1, Lot 34	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0035	Block 1, Lot 35	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0036	Block 1, Lot 36	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0037	Block 1, Lot 37	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0038	Block 1, Lot 38	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0039	Block 1, Lot 39	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0040	Block 1, Lot 40	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

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 1/31/24 ^[d]
141-629-001-0041	Block 1, Lot 41	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0042	Block 1, Lot 42	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0043	Block 1, Lot 43	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0044	Block 1, Lot 44	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0045	Block 1, Lot 45	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0046	Block 1, Lot 46	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0047	Block 1, Lot 47	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0048	Block 1, Lot 48	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0049	Block 1, Lot 49	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0050	Block 1, Lot 50	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0051	Block 1, Lot 51	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0052	Block 1, Lot 52	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0053	Block 1, Lot 53	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0054	Block 1, Lot 54	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0055	Block 1, Lot 55	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0056	Block 1, Lot 56	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
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	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0002	Block 2, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0003	Block 2, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0004	Block 2, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0005	Block 2, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0006	Block 2, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0007	Block 2, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0008	Block 2, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0009	Block 2, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0010	Block 2, Lot 10	1 - Partial Prepayment - 1416290020010 ^[e]	\$ 26,261.25	\$ 478.89	\$ 1,442.55	\$ 90.23	\$ 369.31	\$ 2,380.97
141-629-002-0011	Block 2, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0012	Block 2, Lot 12	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0013	Block 2, Lot 13	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0014	Block 2, Lot 14	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0015	Block 2, Lot 15	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0016	Block 2, Lot 16	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0017	Block 2, Lot 17	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0018	Block 2, Lot 18	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0019	Block 2, Lot 19	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0020	Block 2, Lot 20	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0021	Block 2, Lot 21	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0022	Block 2, Lot 22	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

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 1/31/24 ^[d]
141-629-002-0023	Block 2, Lot 23	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0024	Block 2, Lot 24	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0025	Block 2, Lot 25	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0026	Block 2, Lot 26	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0027	Block 2, Lot 27	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0028	Block 2, Lot 28	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0029	Block 2, Lot 29	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0030	Block 2, Lot 30	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0031	Block 2, Lot 31	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0032	Block 2, Lot 32	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0002	Block 3, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0003	Block 3, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0004	Block 3, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0005	Block 3, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0006	Block 3, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0007	Block 3, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0008	Block 3, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0009	Block 3, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0010	Block 3, Lot 10	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0011	Block 3, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0002	Block 4, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0003	Block 4, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0004	Block 4, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0005	Block 4, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0006	Block 4, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0007	Block 4, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0008	Block 4, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0009	Block 4, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0010	Block 4, Lot 10	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0011	Block 4, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0012	Block 4, Lot 12	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0013	Block 4, Lot 13	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0014	Block 4, Lot 14	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0015	Block 4, Lot 15	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0016	Block 4, Lot 16	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0017	Block 4, Lot 17	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

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 1/31/24 ^[d]
141-629-004-0018	Block 4, Lot 18	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0019	Block 4, Lot 19	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0020	Block 4, Lot 20	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0021	Block 4, Lot 21	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0022	Block 4, Lot 22	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0023	Block 4, Lot 23	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0024	Block 4, Lot 24	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0025	Block 4, Lot 25	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0026	Block 4, Lot 26	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0027	Block 4, Lot 27	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0028	Block 4, Lot 28	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0029	Block 4, Lot 29	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0030	Block 4, Lot 30	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0031	Block 4, Lot 31	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0032	Block 4, Lot 32	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0033	Block 4, Lot 33	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0034	Block 4, Lot 34	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-005-0001	Res G Block 5	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 4,053,747.57	\$ 73,922.37	\$ 191,858.72	\$ 12,000.00	\$ 57,007.87	\$ 334,788.65

Footnotes:

- [a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball.
- [d] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-001-0001	Block 1, Lot 1	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0002	Block 1, Lot 2	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0003	Block 1, Lot 3	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0004	Block 1, Lot 4	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0005	Block 1, Lot 5	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0006	Block 1, Lot 6	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0007	Block 1, Lot 7	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0008	Block 1, Lot 8	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0009	Block 1, Lot 9	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0010	Block 1, Lot 10	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0011	Block 1, Lot 11	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0012	Block 1, Lot 12	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0013	Block 1, Lot 13	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0014	Block 1, Lot 14	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0015	Block 1, Lot 15	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0016	Block 1, Lot 16	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0017	Block 1, Lot 17	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0018	Block 1, Lot 18	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0019	Block 1, Lot 19	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0020	Block 1, Lot 20	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0021	Block 1, Lot 21	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0022	Block 1, Lot 22	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-001-0023	Block 1, Lot 23	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0001	Block 2, Lot 1	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0002	Block 2, Lot 2	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0003	Block 2, Lot 3	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0004	Block 2, Lot 4	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0005	Block 2, Lot 5	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0006	Block 2, Lot 6	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0007	Block 2, Lot 7	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12

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] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-002-0008	Block 2, Lot 8	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0009	Block 2, Lot 9	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0010	Block 2, Lot 10	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0011	Block 2, Lot 11	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0012	Block 2, Lot 12	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0013	Block 2, Lot 13	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0014	Block 2, Lot 14	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0015	Block 2, Lot 15	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0016	Block 2, Lot 16	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-002-0017	Block 2, Lot A	Non-Benefited ^[a]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-002-0018	Block 2, Restricted Reserve F	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-003-0001	Block 3, Lot 1	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0002	Block 3, Lot 2	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0003	Block 3, Lot 3	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0004	Block 3, Lot 4	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0005	Block 3, Lot 5	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0006	Block 3, Lot 6	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0007	Block 3, Lot 7	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0008	Block 3, Lot 8	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0009	Block 3, Lot 9	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0010	Block 3, Lot 10	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0011	Block 3, Lot 11	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0012	Block 3, Lot 12	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0013	Block 3, Lot 13	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0014	Block 3, Lot 14	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0015	Block 3, Lot 15	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0016	Block 3, Lot 16	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0017	Block 3, Lot 17	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0018	Block 3, Lot 18	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0019	Block 3, Lot 19	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12

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] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-003-0020	Block 3, Lot 20	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0021	Block 3, Lot 21	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0022	Block 3, Lot 22	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0023	Block 3, Lot 23	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0024	Block 3, Lot 24	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0025	Block 3, Lot 25	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0026	Block 3, Lot 26	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0027	Block 3, Lot 27	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0028	Block 3, Lot 28	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0029	Block 3, Lot 29	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0030	Block 3, Lot 30	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0031	Block 3, Lot 31	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0032	Block 3, Lot 32	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0033	Block 3, Lot 33	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0034	Block 3, Lot 34	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0035	Block 3, Lot 35	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0036	Block 3, Lot 36	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0037	Block 3, Lot 37	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0038	Block 3, Lot 38	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0039	Block 3, Lot 39	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0040	Block 3, Lot 40	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0041	Block 3, Lot 41	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0042	Block 3, Lot 42	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0043	Block 3, Lot 43	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0044	Block 3, Lot 44	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0045	Block 3, Lot 45	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0046	Block 3, Lot 46	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0047	Block 3, Lot 47	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0048	Block 3, Lot 48	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0049	Block 3, Lot 49	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12

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] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-003-0050	Block 3, Lot 50	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0051	Block 3, Lot 51	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0052	Block 3, Lot 52	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0053	Block 3, Lot 53	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0054	Block 3, Lot 54	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0055	Block 3, Lot 55	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0056	Block 3, Lot 56	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0057	Block 3, Lot 57	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0058	Block 3, Lot 58	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0059	Block 3, Lot 59	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0060	Block 3, Lot 60	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-003-0061	Block 3, Restricted Reserve E	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-004-0001	Block 4, Lot 1	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0002	Block 4, Lot 2	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0003	Block 4, Lot 3	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0004	Block 4, Lot 4	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0005	Block 4, Lot 5	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0006	Block 4, Lot 6	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0007	Block 4, Lot 7	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0008	Block 4, Lot 8	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0009	Block 4, Lot 9	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0010	Block 4, Lot 10	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0011	Block 4, Lot 11	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0012	Block 4, Lot 12	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0013	Block 4, Lot 13	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0014	Block 4, Lot 14	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0015	Block 4, Lot 15	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0016	Block 4, Lot 16	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0017	Block 4, Lot 17	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0018	Block 4, Lot 18	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12

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] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-004-0019	Block 4, Lot 19	2	\$ 43,847.46	\$ 559.32	\$ 2,610.78	\$ 116.27	\$ 351.74	\$ 3,638.12
145-555-004-0020	Block 4, Restricted Reserve C	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-004-0021	Block 4, Restricted Reserve D	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-005-0001	Block 5, Restricted Reserve B	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-005-0002	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$5,174,000.28	\$66,000.00	\$308,072.50	\$ 13,720.00	\$ 41,505.19	\$ 429,298.16

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] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
[c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
[d] Includes City PID Administration Fee of \$60 per lot.
[e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

EXHIBIT B-1 – IMPROVEMENT AREA #1 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>

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

EXHIBIT B-2 – IMPROVEMENT AREA #1 ADDITIONAL 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>

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT B-3 – IMPROVEMENT AREA #2 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>

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT B-4 – IMPROVEMENT AREA #2 REIMBURSEMENT OBLIGATION SCHEDULE

City of Tomball

Raburn Reserve PID Improvement Area #2
Reimbursement Agreement

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2023	-	-	-	-
09/30/2024	36,000.00	5.750%	157,780.00	193,780.00
09/30/2025	38,000.00	5.750%	155,710.00	193,710.00
09/30/2026	41,000.00	5.750%	153,525.00	194,525.00
09/30/2027	42,000.00	5.750%	151,167.50	193,167.50
09/30/2028	46,000.00	5.750%	148,752.50	194,752.50
09/30/2029	48,000.00	5.750%	146,107.50	194,107.50
09/30/2030	52,000.00	5.750%	143,347.50	195,347.50
09/30/2031	55,000.00	5.750%	140,357.50	195,357.50
09/30/2032	58,000.00	5.750%	137,195.00	195,195.00
09/30/2033	62,000.00	5.750%	133,860.00	195,860.00
09/30/2034	65,000.00	5.750%	130,295.00	195,295.00
09/30/2035	69,000.00	5.750%	126,557.50	195,557.50
09/30/2036	73,000.00	5.750%	122,590.00	195,590.00
09/30/2037	78,000.00	5.750%	118,392.50	196,392.50
09/30/2038	84,000.00	5.750%	113,907.50	197,907.50
09/30/2039	89,000.00	5.750%	109,077.50	198,077.50
09/30/2040	94,000.00	5.750%	103,960.00	197,960.00
09/30/2041	99,000.00	5.750%	98,555.00	197,555.00
09/30/2042	107,000.00	5.750%	92,862.50	199,862.50
09/30/2043	113,000.00	5.750%	86,710.00	199,710.00
09/30/2044	120,000.00	5.750%	80,212.50	200,212.50
09/30/2045	127,000.00	5.750%	73,312.50	200,312.50
09/30/2046	136,000.00	5.750%	66,010.00	202,010.00
09/30/2047	144,000.00	5.750%	58,190.00	202,190.00
09/30/2048	153,000.00	5.750%	49,910.00	202,910.00
09/30/2049	163,000.00	5.750%	41,112.50	204,112.50
09/30/2050	173,000.00	5.750%	31,740.00	204,740.00
09/30/2051	184,000.00	5.750%	21,792.50	205,792.50
09/30/2052	195,000.00	5.750%	11,212.50	206,212.50
Total	\$2,744,000.00	-	\$3,004,202.50	\$5,748,202.50

Yield Statistics

Bond Year Dollars	\$52,247.00
Average Life	19.040 Years
Average Coupon	5.7500000%
Net Interest Cost (NIC)	5.9413985%
True Interest Cost (TIC)	6.0962759%
Bond Yield for Arbitrage Purposes	5.7500000%
All Inclusive Cost (AIC)	6.8950701%

IRS Form 8038

Net Interest Cost	5.7500000%
Weighted Average Maturity	19.040 Years

IA 2A Reimbursement Agree | SINGLE PURPOSE | 5/23/2023 | 4:36 PM

EXHIBIT D – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area #1
 - Lot Type 1
 - Lot Type 141-629-002-0010
- Improvement Area #2
 - Lot Type 2

**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: \$30,511.26

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 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2024	\$ 375.94	\$ 703.71	\$ 180.45	\$ 738.83	\$ 90.23	\$ 429.08	\$ 2,518.24
2025	\$ 375.94	\$ 691.02	\$ 172.93	\$ 729.36	\$ 88.35	\$ 429.08	\$ 2,486.68
2026	\$ 413.53	\$ 678.34	\$ 172.93	\$ 720.28	\$ 86.47	\$ 429.08	\$ 2,500.62
2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 711.20	\$ 84.40	\$ 429.08	\$ 2,513.12
2028	\$ 413.53	\$ 650.42	\$ 240.60	\$ 700.15	\$ 82.33	\$ 429.08	\$ 2,516.11
2029	\$ 451.13	\$ 636.47	\$ 240.60	\$ 687.52	\$ 80.26	\$ 429.08	\$ 2,525.06
2030	\$ 451.13	\$ 621.24	\$ 278.20	\$ 674.89	\$ 78.01	\$ 429.08	\$ 2,532.55
2031	\$ 488.72	\$ 606.02	\$ 240.60	\$ 658.20	\$ 75.75	\$ 429.08	\$ 2,498.36
2032	\$ 488.72	\$ 586.47	\$ 315.79	\$ 643.76	\$ 73.31	\$ 429.08	\$ 2,537.12
2033	\$ 526.32	\$ 566.92	\$ 315.79	\$ 624.81	\$ 70.86	\$ 429.08	\$ 2,533.78
2034	\$ 563.91	\$ 545.86	\$ 315.79	\$ 605.86	\$ 68.23	\$ 429.08	\$ 2,528.74
2035	\$ 563.91	\$ 523.31	\$ 353.38	\$ 586.92	\$ 65.41	\$ 429.08	\$ 2,522.01
2036	\$ 601.50	\$ 500.75	\$ 353.38	\$ 565.71	\$ 62.59	\$ 429.08	\$ 2,513.02
2037	\$ 639.10	\$ 476.69	\$ 398.50	\$ 544.51	\$ 59.59	\$ 429.08	\$ 2,547.47
2038	\$ 639.10	\$ 451.13	\$ 436.09	\$ 520.60	\$ 56.39	\$ 429.08	\$ 2,532.39
2039	\$ 676.69	\$ 425.56	\$ 473.68	\$ 494.44	\$ 53.20	\$ 429.08	\$ 2,552.65
2040	\$ 714.29	\$ 398.50	\$ 481.20	\$ 466.02	\$ 49.81	\$ 429.08	\$ 2,538.89
2041	\$ 751.88	\$ 369.92	\$ 518.80	\$ 437.14	\$ 46.24	\$ 429.08	\$ 2,553.07
2042	\$ 789.47	\$ 339.85	\$ 563.91	\$ 406.02	\$ 42.48	\$ 429.08	\$ 2,570.81
2043	\$ 827.07	\$ 308.27	\$ 609.02	\$ 372.18	\$ 38.53	\$ 429.08	\$ 2,584.15
2044	\$ 864.66	\$ 275.19	\$ 616.54	\$ 335.64	\$ 34.40	\$ 429.08	\$ 2,555.51
2045	\$ 902.26	\$ 240.60	\$ 699.25	\$ 298.65	\$ 30.08	\$ 429.08	\$ 2,599.91
2046	\$ 939.85	\$ 204.51	\$ 744.36	\$ 256.69	\$ 25.56	\$ 429.08	\$ 2,600.06
2047	\$ 977.44	\$ 166.92	\$ 796.99	\$ 212.03	\$ 20.86	\$ 429.08	\$ 2,603.32
2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 164.21	\$ 15.98	\$ 429.08	\$ 2,601.75
2049	\$ 1,052.63	\$ 87.22	\$ 932.33	\$ 113.23	\$ 10.90	\$ 429.08	\$ 2,625.39
2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 57.29	\$ 5.64	\$ 429.08	\$ 2,619.84
Total	\$ 18,045.11	\$ 11,892.20	\$12,466.15	\$13,326.15	\$1,495.86	\$ 11,585.16	\$ 68,810.63

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 141-629-002-0010 - 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:
\$26,261.25**

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 141-629-002-0010

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]			
1/31/2024	\$ 323.57	\$ 703.71	\$ 155.31	\$ 738.83	\$ 90.23	\$ 369.31	\$ 2,380.97
1/31/2025	\$ 323.57	\$ 691.02	\$ 148.84	\$ 729.36	\$ 88.35	\$ 369.31	\$ 2,350.46
1/31/2026	\$ 355.93	\$ 678.34	\$ 148.84	\$ 720.28	\$ 86.47	\$ 369.31	\$ 2,359.17
1/31/2027	\$ 355.93	\$ 664.38	\$ 181.20	\$ 711.20	\$ 84.40	\$ 369.31	\$ 2,366.43
1/31/2028	\$ 355.93	\$ 650.42	\$ 207.09	\$ 700.15	\$ 82.33	\$ 369.31	\$ 2,365.23
1/31/2029	\$ 388.29	\$ 636.47	\$ 207.09	\$ 687.52	\$ 80.26	\$ 369.31	\$ 2,368.94
1/31/2030	\$ 388.29	\$ 621.24	\$ 239.45	\$ 674.89	\$ 78.01	\$ 369.31	\$ 2,371.19
1/31/2031	\$ 420.64	\$ 606.02	\$ 207.09	\$ 658.20	\$ 75.75	\$ 369.31	\$ 2,337.01
1/31/2032	\$ 420.64	\$ 586.47	\$ 271.80	\$ 643.76	\$ 73.31	\$ 369.31	\$ 2,365.29
1/31/2033	\$ 453.01	\$ 566.92	\$ 271.80	\$ 624.81	\$ 70.86	\$ 369.31	\$ 2,356.72
1/31/2034	\$ 485.36	\$ 545.86	\$ 271.80	\$ 605.86	\$ 68.23	\$ 369.31	\$ 2,346.44
1/31/2035	\$ 485.36	\$ 523.31	\$ 304.16	\$ 586.92	\$ 65.41	\$ 369.31	\$ 2,334.47
1/31/2036	\$ 517.72	\$ 500.75	\$ 304.16	\$ 565.71	\$ 62.59	\$ 369.31	\$ 2,320.24
1/31/2037	\$ 550.08	\$ 476.69	\$ 342.99	\$ 544.51	\$ 59.59	\$ 369.31	\$ 2,343.17
1/31/2038	\$ 550.08	\$ 451.13	\$ 375.35	\$ 520.60	\$ 56.39	\$ 369.31	\$ 2,322.86
1/31/2039	\$ 582.43	\$ 425.56	\$ 407.70	\$ 494.44	\$ 53.20	\$ 369.31	\$ 2,332.64
1/31/2040	\$ 614.79	\$ 398.50	\$ 414.17	\$ 466.02	\$ 49.81	\$ 369.31	\$ 2,312.60
1/31/2041	\$ 647.15	\$ 369.92	\$ 446.53	\$ 437.14	\$ 46.24	\$ 369.31	\$ 2,316.30
1/31/2042	\$ 679.50	\$ 339.85	\$ 485.36	\$ 406.02	\$ 42.48	\$ 369.31	\$ 2,322.52
1/31/2043	\$ 711.86	\$ 308.27	\$ 524.19	\$ 372.18	\$ 38.53	\$ 369.31	\$ 2,324.35
1/31/2044	\$ 744.22	\$ 275.19	\$ 530.66	\$ 335.64	\$ 34.40	\$ 369.31	\$ 2,289.42
1/31/2045	\$ 776.58	\$ 240.60	\$ 601.85	\$ 298.65	\$ 30.08	\$ 369.31	\$ 2,317.07
1/31/2046	\$ 808.94	\$ 204.51	\$ 640.68	\$ 256.69	\$ 25.56	\$ 369.31	\$ 2,305.69
1/31/2047	\$ 841.29	\$ 166.92	\$ 685.97	\$ 212.03	\$ 20.86	\$ 369.31	\$ 2,296.39
1/31/2048	\$ 873.65	\$ 127.82	\$ 731.27	\$ 164.21	\$ 15.98	\$ 369.31	\$ 2,282.25
1/31/2049	\$ 906.01	\$ 87.22	\$ 802.46	\$ 113.23	\$ 10.90	\$ 369.31	\$ 2,289.13
1/31/2050	\$ 970.72	\$ 45.11	\$ 821.88	\$ 57.29	\$ 5.64	\$ 369.31	\$ 2,269.96
Total	\$ 15,531.55	\$ 11,892.20	\$ 10,729.70	\$ 13,326.15	\$ 1,495.86	\$ 9,971.43	\$ 62,946.89

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: \$43,847.46

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

Annual Installments Due	Improvement Area #2 Initial Bonds		Reimbursement Obligation		Additional Interest	Annual Collection Costs	Total Annual Installment
	Principal	Interest ¹	Principal	Interest ²			
1/31/2024	\$ 254.24	\$ 1,273.67	\$ 305.08	\$ 1,337.12	\$ 116.27	\$ 351.74	\$ 3,638.12
1/31/2025	\$ 271.19	\$ 1,259.68	\$ 322.03	\$ 1,319.58	\$ 114.75	\$ 351.74	\$ 3,638.96
1/31/2026	\$ 288.14	\$ 1,244.77	\$ 347.46	\$ 1,301.06	\$ 113.14	\$ 351.74	\$ 3,646.29
1/31/2027	\$ 305.08	\$ 1,228.92	\$ 355.93	\$ 1,281.08	\$ 111.40	\$ 351.74	\$ 3,634.16
1/31/2028	\$ 322.03	\$ 1,212.14	\$ 389.83	\$ 1,260.62	\$ 109.62	\$ 351.74	\$ 3,645.98
1/31/2029	\$ 347.46	\$ 1,194.43	\$ 406.78	\$ 1,238.20	\$ 107.67	\$ 351.74	\$ 3,646.28
1/31/2030	\$ 364.41	\$ 1,175.32	\$ 440.68	\$ 1,214.81	\$ 105.64	\$ 351.74	\$ 3,652.59
1/31/2031	\$ 389.83	\$ 1,152.54	\$ 466.10	\$ 1,189.47	\$ 103.43	\$ 351.74	\$ 3,653.12
1/31/2032	\$ 415.25	\$ 1,128.18	\$ 491.53	\$ 1,162.67	\$ 101.10	\$ 351.74	\$ 3,650.47
1/31/2033	\$ 440.68	\$ 1,102.22	\$ 525.42	\$ 1,134.41	\$ 98.64	\$ 351.74	\$ 3,653.12
1/31/2034	\$ 474.58	\$ 1,074.68	\$ 550.85	\$ 1,104.19	\$ 96.02	\$ 351.74	\$ 3,652.06
1/31/2035	\$ 508.47	\$ 1,045.02	\$ 584.75	\$ 1,072.53	\$ 93.26	\$ 351.74	\$ 3,655.77
1/31/2036	\$ 542.37	\$ 1,013.24	\$ 618.64	\$ 1,038.90	\$ 90.34	\$ 351.74	\$ 3,655.23
1/31/2037	\$ 576.27	\$ 979.34	\$ 661.02	\$ 1,003.33	\$ 87.25	\$ 351.74	\$ 3,658.95
1/31/2038	\$ 610.17	\$ 943.33	\$ 711.86	\$ 965.32	\$ 83.94	\$ 351.74	\$ 3,666.36
1/31/2039	\$ 652.54	\$ 905.19	\$ 754.24	\$ 924.39	\$ 80.38	\$ 351.74	\$ 3,668.48
1/31/2040	\$ 703.39	\$ 864.41	\$ 796.61	\$ 881.02	\$ 76.61	\$ 351.74	\$ 3,673.77
1/31/2041	\$ 745.76	\$ 820.44	\$ 838.98	\$ 835.21	\$ 72.63	\$ 351.74	\$ 3,664.77
1/31/2042	\$ 796.61	\$ 773.83	\$ 906.78	\$ 786.97	\$ 68.43	\$ 351.74	\$ 3,684.37
1/31/2043	\$ 847.46	\$ 724.05	\$ 957.63	\$ 734.83	\$ 63.90	\$ 351.74	\$ 3,679.60
1/31/2044	\$ 906.78	\$ 671.08	\$ 1,016.95	\$ 679.77	\$ 59.11	\$ 351.74	\$ 3,685.43
1/31/2045	\$ 966.10	\$ 614.41	\$ 1,076.27	\$ 621.30	\$ 54.03	\$ 351.74	\$ 3,683.84
1/31/2046	\$ 1,033.90	\$ 554.03	\$ 1,152.54	\$ 559.41	\$ 48.64	\$ 351.74	\$ 3,700.26
1/31/2047	\$ 1,101.69	\$ 489.41	\$ 1,220.34	\$ 493.14	\$ 42.88	\$ 351.74	\$ 3,699.20
1/31/2048	\$ 1,177.97	\$ 420.55	\$ 1,296.61	\$ 422.97	\$ 36.78	\$ 351.74	\$ 3,706.61
1/31/2049	\$ 1,254.24	\$ 346.93	\$ 1,381.36	\$ 348.42	\$ 30.30	\$ 351.74	\$ 3,712.97
1/31/2050	\$ 1,347.46	\$ 268.54	\$ 1,466.10	\$ 268.98	\$ 23.39	\$ 351.74	\$ 3,726.21
1/31/2051	\$ 1,432.20	\$ 184.32	\$ 1,559.32	\$ 184.69	\$ 16.06	\$ 351.74	\$ 3,728.33
1/31/2052	\$ 1,516.95	\$ 94.81	\$ 1,652.54	\$ 95.03	\$ 8.26	\$ 351.74	\$ 3,719.33
Total	\$ 20,593.22	\$24,759.47	\$23,254.24	\$25,459.41	\$2,213.86	\$ 10,200.43	\$106,480.62

Footnotes:

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds.
- [b] Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) 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: July 17, 2023

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 closes session.
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee-Community Development Director

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager