

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



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

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, March 03, 2025 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 852 8290 1199 Passcode: 894417. 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 Richard Jennings, River of Praise.
- 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. Presentations
 - 1. Assistant Court Clerk Margaret Reyna of the Tomball Municipal Court in Tomball TX has completed all the requirements for Level 1 of the Texas Court Clerk Certification Program Awarded on January 21, 2025.
- F. Reports and Announcements
 - 1. Announcements

I. Upcoming Events:

- March 5, 2025 – Coffee with a Cop from 8:30-10 a.m. at Chick-Fil-A (14314 FM 2920)
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. at Tomball Depot Plaza
- March 13, 2025 – Kaffeeklatsch from 8:30-10 a.m. at Tomball Community Center
- March 20, 2025 – Let’s Talk! – Drug Prevention from 6-7 p.m. at Tomball Community Center
- March 22, 2025 – Choo-Choo Chow Down from 11 a.m. to 5 p.m. at Tomball Depot Plaza
- March 28-30, 2025 – Tomball German Heritage Festival from 6-10 p.m. (Friday), 10 a.m. to 10 p.m. (Saturday), and 10 a.m. to 6 p.m. (Sunday) at 100-400 blocks of Market St.

G. Old Business

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

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

- 1.** Approve Minutes of February 17, 2025, Special and Regular City Council meetings.
- 2.** Approve Resolution No. 2025-07, a Resolution of the City of Tomball, Texas, Canceling the Regular City Officer’s Election Scheduled to be Held on the 3rd Day of May, 2025, in Accordance with Section 2.053(A) of the Texas Election

Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election.

Aprobar la Resolución Nro. 2025-07 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 3 de mayo de 2025 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y provyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2025-07, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 3 tháng Năm, 2025, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2025-07，取消一般市府官員應於2025年5月3日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情。

3. Approve a purchase with Axon Enterprise, Inc., as a sole source vendor, for the purchase of replacement tasers for the Police Department for a total contract amount of \$225,653.44 for a total of five years beginning May 1, 2025 and expiring April 3, 2029, for an annual not-to-exceed payment amount of \$47,663.36, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount was included in the FY 2024-2025 budget to be paid from grant funds received.
4. Approve the expenditure with Tyler Technologies for expenses related to the implementation of the computer aided dispatch (CAD) system for \$58,000, increasing the total not-to-exceed amount to \$421,952 (increasing the total annual vendor spend to \$620,703.26), authorize the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase.
5. Approve the expenditure with Waukesha-Pearce Industries Inc. for equipment attachments, repairs, parts and materials through the BuyBoard Cooperative Purchasing (Contract #685-22) for \$7,700 (increasing the total annual vendor spend to \$130,000), authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

6. Approve an agreement with Thirkettle Corporation (Aqua-Metric Company) for the meter replacement program, stock materials and parts, and software support, as an exclusive authorized distributor of Sensus water meter products, for a not-to-exceed amount of \$980,000, 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 2024-2025 Budget.
7. Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$175,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
8. Approve a professional services agreement with Raba Kistner for annual gas monitoring for the closed landfill for a not-to-exceed amount of \$20,695, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.
9. Approve a professional services agreement with Raba Kistner for annual groundwater monitoring for the closed landfill for a not-to-exceed amount of \$40,895, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.
10. Approve an agreement extension with Tomball Little League for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex.
11. Adopt, on First Reading, Ordinance No. 2025-09, an Ordinance Repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, in its Entirety and Adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees; 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; and Providing an Effective Date.

I. New Business

1. Adopt on First Reading Ordinance 2025-12, An ordinance amending the Code of Ordinances of the City of Tomball, Texas, by adopting the International Fire Code, 2021 edition; by amending section 20-28 of article II, Fire Code; providing for penalty in an amount not to exceed \$2,000.00 per day for violation of any provision hereof, with each day constituting a separate offense; providing a repealer; providing for severability; and making other findings related thereto.

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

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

Sec 551. 072 – Deliberations regarding Real Property

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Manager

3. Presentation, discussion and possible action to ratify the contract to purchase the property located at 827 Village Square Drive.

J. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 27th day of February 2025 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: 03/03/2025

Topic:

Assistant Court Clerk Margaret Reyna of the Tomball Municipal Court in Tomball TX has completed all the requirements for Level 1 of the Texas Court Clerk Certification Program Awarded on January 21, 2025.

Background:

To qualify for this certification, a clerk must complete 40 hours of continuing education and pass a three part four hour exam given by TCCA a nonprofit professional association of municipal and justice courts court clerks and administrators.

Origination: Municipal Court

Recommendation:

Party(ies) responsible for placing this item on agenda: Maria Morris, Court Administrator

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 3, 2025

Topic:

Upcoming Events:

- March 5, 2025 – Coffee with a Cop from 8:30-10 a.m. at Chick-Fil-A (14314 FM 2920)
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. at Tomball Depot Plaza
- March 13, 2025 – Kaffeeklatsch from 8:30-10 a.m. at Tomball Community Center
- March 20, 2025 – Let’s Talk! – Drug Prevention from 6-7 p.m. at Tomball Community Center
- March 22, 2025 – Choo-Choo Chow Down from 11 a.m. to 5 p.m. at Tomball Depot Plaza
- March 28-30, 2025 – Tomball German Heritage Festival from 6-10 p.m. (Friday), 10 a.m. to 10 p.m. (Saturday), and 10 a.m. to 6 p.m. (Sunday) at 100-400 blocks of Market St.

Background:

Origination: Marketing Department

Recommendation:

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

Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 17, 2025

Topic:

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

Background:

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

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

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

Origination: Project Management

Recommendation:

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

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2025-07

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

* * * * *

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

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

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

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on August 14, 2019; and

WHEREAS, on August 16, 2019, notice to the owners of the property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to

assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 3, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17TH DAY OF FEBRUARY 2025.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF MARCH 2025.

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

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Tracylynn Garcia, City Secretary



RABURN RESERVE
PUBLIC IMPROVEMENT DISTRICT
2025 ANNUAL SERVICE PLAN UPDATE

MARCH 3, 2025

INTRODUCTION

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

On October 7, 2019, the City passed and approved Resolution No. 2019-41 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL SUBDIVISION

Improvement Area #1

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

Improvement Area #2

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

Improvement Area #3

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

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

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

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

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

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

LOT AND HOME SALES

Improvement Area #1

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

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

Improvement Area #2

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

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

Improvement Area #3

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

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

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

AUTHORIZED IMPROVEMENTS

Improvement Area #1

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

Improvement Area #2

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

Improvement Area #3

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

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

Footnotes:

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

OUTSTANDING ASSESSMENT

Improvement Area #1

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

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

Improvement Area #2

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

Improvement Area #3

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

ANNUAL INSTALLMENT DUE 1/31/2026

Improvement Area #1

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

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

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

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

Improvement Area #2

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

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

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

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

Improvement Area #3

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

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

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

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

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

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

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

Improvement Area #2

No Parcels within the Improvement Area have made full prepayments.

Improvement Area #3

No Parcels within the Improvement Area have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

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

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

Improvement Area #2

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

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

Improvement Area #3

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

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

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

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

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

EXHIBIT A-1 - DISTRICT BOUNDARY MAP

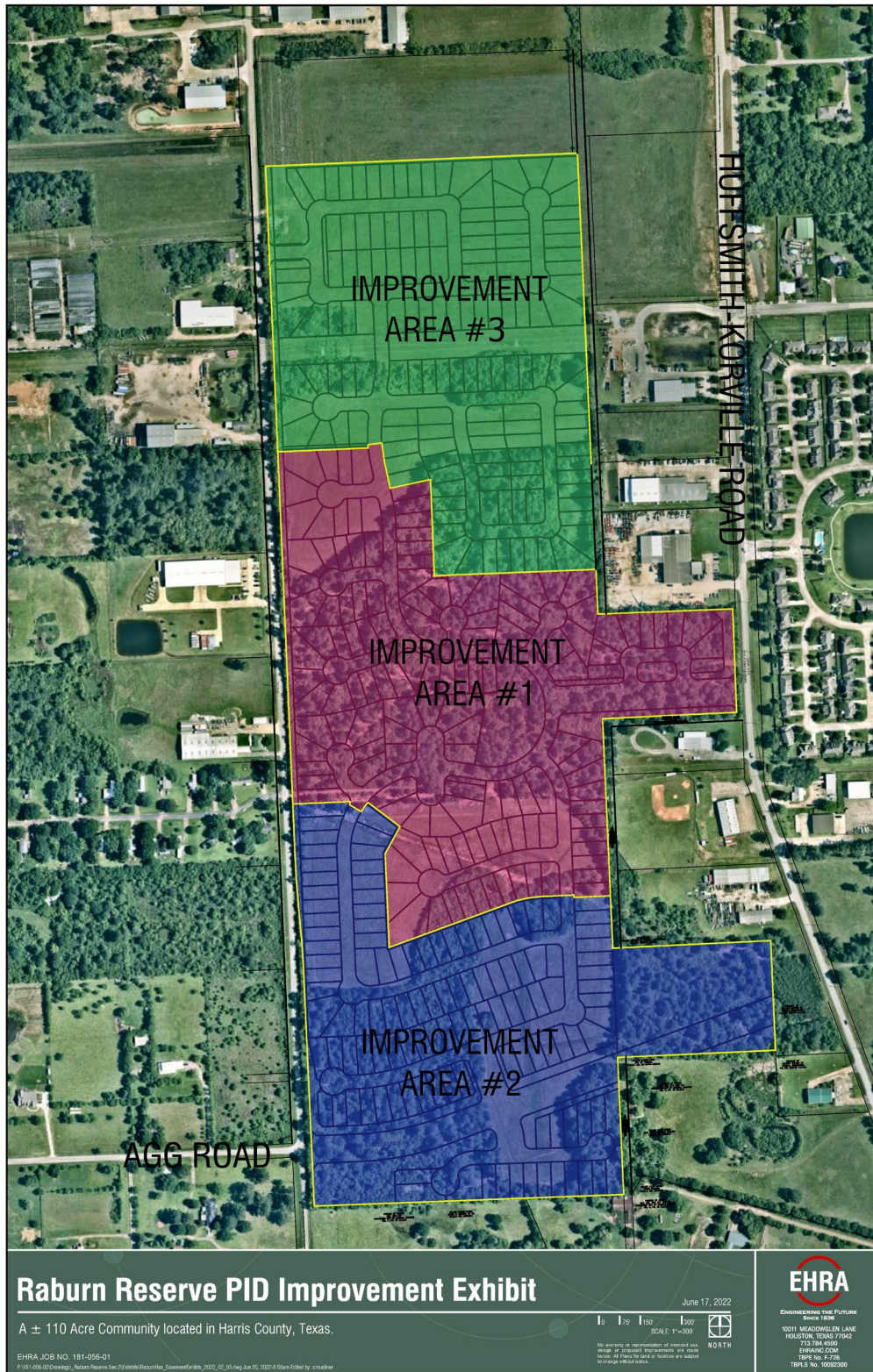


EXHIBIT A-2 - DISTRICT LOT TYPE CLASSIFICATION MAP

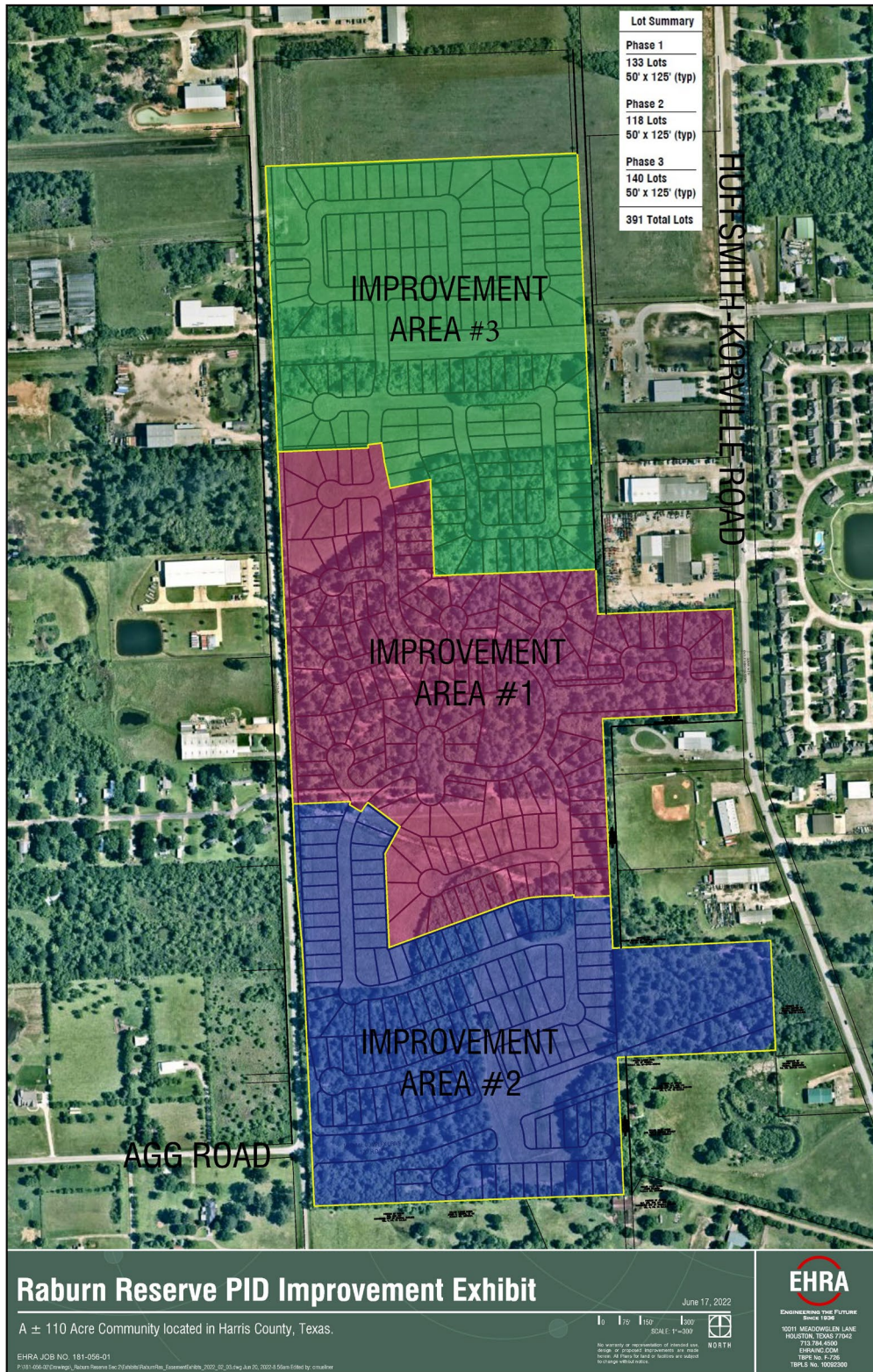


EXHIBIT B-1 - IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

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

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

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

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

Footnotes:

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

EXHIBIT B-2 - IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

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

Footnotes:

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

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

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

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

EXHIBIT C-1 - IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

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

Property ID	Lot and Block	Lot Type	Improvement Area #2 ^[b]					Annual Collection Costs ^[d]	Installment Due 1/31/26 ^[e]
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest			
145-555-003-0001	Block 3, Lot 1	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0002	Block 3, Lot 2	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0003	Block 3, Lot 3	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0004	Block 3, Lot 4	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0005	Block 3, Lot 5	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0006	Block 3, Lot 6	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0007	Block 3, Lot 7	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0008	Block 3, Lot 8	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0009	Block 3, Lot 9	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0010	Block 3, Lot 10	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0011	Block 3, Lot 11	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0012	Block 3, Lot 12	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0013	Block 3, Lot 13	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0014	Block 3, Lot 14	1455550030014 [f]	\$ 38,488.97	\$ 589.19	\$ 2,267.51	\$ 192.44	\$ 392.61	\$ 3,441.76	
145-555-003-0015	Block 3, Lot 15	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0016	Block 3, Lot 16	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0017	Block 3, Lot 17	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0018	Block 3, Lot 18	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0019	Block 3, Lot 19	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0020	Block 3, Lot 20	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0021	Block 3, Lot 21	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0022	Block 3, Lot 22	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0023	Block 3, Lot 23	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0024	Block 3, Lot 24	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0025	Block 3, Lot 25	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0026	Block 3, Lot 26	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0027	Block 3, Lot 27	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0028	Block 3, Lot 28	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0029	Block 3, Lot 29	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0030	Block 3, Lot 30	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0031	Block 3, Lot 31	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0032	Block 3, Lot 32	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0033	Block 3, Lot 33	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0034	Block 3, Lot 34	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0035	Block 3, Lot 35	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0036	Block 3, Lot 36	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0037	Block 3, Lot 37	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0038	Block 3, Lot 38	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0039	Block 3, Lot 39	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	
145-555-003-0040	Block 3, Lot 40	2	\$ 42,627.12	\$ 652.54	\$ 2,511.30	\$ 213.14	\$ 434.83	\$ 3,811.81	

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

Footnotes:

[a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.

[b] Outstanding Assessment and Annual Installment due may not match the Assessment Roll due to rounding.

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

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

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

[f] Property ID has partially prepaid Assessment.

EXHIBIT C-2- IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Improvement Area #2 Series 2022 Bonds		Improvement Area #2 Series 2023 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2026	\$ 34,000.00	\$ 146,882.50	\$ 43,000.00	\$ 149,451.26	\$ 25,150.000	\$ 51,256.88	\$ 449,740.64
2027	\$ 36,000.00	\$ 145,012.50	\$ 45,000.00	\$ 147,355.00	\$ 24,765.000	\$ 52,282.02	\$ 450,414.52
2028	\$ 38,000.00	\$ 143,032.50	\$ 48,000.00	\$ 145,161.26	\$ 24,360.000	\$ 53,327.66	\$ 451,881.42
2029	\$ 41,000.00	\$ 140,942.50	\$ 49,000.00	\$ 142,821.26	\$ 23,930.000	\$ 54,394.21	\$ 452,087.97
2030	\$ 43,000.00	\$ 138,687.50	\$ 53,000.00	\$ 140,432.50	\$ 23,480.000	\$ 55,482.10	\$ 454,082.10
2031	\$ 46,000.00	\$ 136,000.00	\$ 55,000.00	\$ 137,848.76	\$ 23,000.000	\$ 56,591.74	\$ 454,440.50
2032	\$ 49,000.00	\$ 133,125.00	\$ 58,000.00	\$ 135,167.50	\$ 22,495.000	\$ 57,723.57	\$ 455,511.07
2033	\$ 52,000.00	\$ 130,062.50	\$ 62,000.00	\$ 132,340.00	\$ 21,960.000	\$ 58,878.04	\$ 457,240.54
2034	\$ 56,000.00	\$ 126,812.50	\$ 65,000.00	\$ 129,317.50	\$ 21,390.000	\$ 60,055.60	\$ 458,575.60
2035	\$ 60,000.00	\$ 123,312.50	\$ 69,000.00	\$ 125,580.00	\$ 20,785.000	\$ 61,256.72	\$ 459,934.22
2036	\$ 64,000.00	\$ 119,562.50	\$ 73,000.00	\$ 121,612.50	\$ 20,140.000	\$ 62,481.85	\$ 460,796.85
2037	\$ 68,000.00	\$ 115,562.50	\$ 78,000.00	\$ 117,415.00	\$ 19,455.000	\$ 63,731.49	\$ 462,163.99
2038	\$ 72,000.00	\$ 111,312.50	\$ 83,000.00	\$ 112,930.00	\$ 18,725.000	\$ 65,006.12	\$ 462,973.62
2039	\$ 77,000.00	\$ 106,812.50	\$ 88,000.00	\$ 108,157.50	\$ 17,950.000	\$ 66,306.24	\$ 464,226.24
2040	\$ 83,000.00	\$ 102,000.00	\$ 93,000.00	\$ 103,097.50	\$ 17,125.000	\$ 67,632.36	\$ 465,854.86
2041	\$ 88,000.00	\$ 96,812.50	\$ 99,000.00	\$ 97,750.00	\$ 16,245.000	\$ 68,985.01	\$ 466,792.51
2042	\$ 94,000.00	\$ 91,312.50	\$ 105,000.00	\$ 92,057.50	\$ 15,310.000	\$ 70,364.71	\$ 468,044.71
2043	\$ 100,000.00	\$ 85,437.50	\$ 112,000.00	\$ 86,020.00	\$ 14,315.000	\$ 71,772.01	\$ 469,544.51
2044	\$ 107,000.00	\$ 79,187.50	\$ 119,000.00	\$ 79,580.00	\$ 13,255.000	\$ 73,207.45	\$ 471,229.95
2045	\$ 114,000.00	\$ 72,500.00	\$ 127,000.00	\$ 72,737.50	\$ 12,125.000	\$ 74,671.60	\$ 473,034.10
2046	\$ 122,000.00	\$ 65,375.00	\$ 135,000.00	\$ 65,435.00	\$ 10,920.000	\$ 76,165.03	\$ 474,895.03
2047	\$ 130,000.00	\$ 57,750.00	\$ 143,000.00	\$ 57,672.50	\$ 9,635.000	\$ 77,688.33	\$ 475,745.83
2048	\$ 139,000.00	\$ 49,625.00	\$ 152,000.00	\$ 49,450.00	\$ 8,270.000	\$ 79,242.09	\$ 477,587.09
2049	\$ 148,000.00	\$ 40,937.50	\$ 162,000.00	\$ 40,710.00	\$ 6,815.000	\$ 80,826.94	\$ 479,289.44
2050	\$ 159,000.00	\$ 31,687.50	\$ 171,000.00	\$ 31,395.00	\$ 5,265.000	\$ 82,443.48	\$ 480,790.98
2051	\$ 169,000.00	\$ 21,750.00	\$ 182,000.00	\$ 21,562.50	\$ 3,615.000	\$ 84,092.34	\$ 482,019.84
2052	\$ 179,000.00	\$ 11,187.50	\$ 193,000.00	\$ 11,097.50	\$ 1,860.000	\$ 85,774.19	\$ 481,919.19
Total	\$ 2,368,000.00	\$ 2,622,682.50	\$ 2,662,000.00	\$ 2,654,155.04	\$ 442,340.00	\$ 1,811,639.77	\$ 12,560,817.31

Footnotes:

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.
- [b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT D-1 - IMPROVEMENT AREA #3 TOTAL ASSESSMENT ROLL

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

Footnotes:

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

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

Footnotes:

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

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

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

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

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

Footnotes:

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

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

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

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

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

Footnotes:

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

EXHIBIT D-2 - IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

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

Footnotes:

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

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

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

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

**EXHIBIT E-1 - IMPROVEMENT AREA #1 SERIES 2020 BONDS DEBT SERVICE
SCHEDULE**

DEBT SERVICE REQUIREMENTS

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

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

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

DEBT SERVICE REQUIREMENTS

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

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

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

DEBT SERVICE REQUIREMENTS

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

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

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

DEBT SERVICE REQUIREMENTS

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

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

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

DEBT SERVICE REQUIREMENTS

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

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

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

City of Tomball

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

Debt Service

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

EXHIBIT F – BUYER DISCLOSURES

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

Annual Installments – Improvement Area #1 – Lot Type 1

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

Footnotes:

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

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

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

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

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

Footnotes:

- [a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.
- [b] Interest on the Improvement Area #1 Additional Bonds is calculated at the actual rate of the PID Bonds.
- [c] Includes a \$60 per lot (\$7,980 for Improvement Area #1) for costs incurred by City staff for administering the PID.
- [d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

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

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

Footnotes:

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

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

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

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

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

Footnotes:

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

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

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

Annual Installments – Improvement Area #2 – Lot Type 2

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

Footnotes:

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.
- [b] Interest on the Improvement Area #2 Series 2023 Bonds is calculated at the actual rate of the Series 2023 Bonds.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.
- [d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

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

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

Footnotes:

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

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

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

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

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

Footnotes:

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

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

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

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

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Raburn Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by the Tomball City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

Annual Installments – Improvement Area #3 – Lot Type 3

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

Footnotes:

- [a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.
- [b] Interest on the Improvement Area #3 Series 2025 Bonds is calculated at the actual of the Series 2025 Bonds.
- [c] \$60 per lot (\$7,140 for Improvement Area #3) is budgeted for costs incurred by City staff for administering the PID.
- [d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve Minutes of February 17, 2025, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

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



**Monday, February 17, 2025
5:00 PM**

- A. Mayor Lori Klein - Quinn called the meeting of the City of Tomball Council to order at 5:02 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

OTHERS PRESENT

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

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

Amanda Kelly - Harvest of Hearts Event
19710 Rippling Brook Ln
Tomball TX

Julie Kangas - Speed Limit on Concordia
25107 Dovetail Cove Ct.
Tomball TX

C. General Discussion

1. Presentation, discussion to provide staff direction for ordinance changes on open pit burning.

TFD Chief Sykora gave a presentation regarding open pit burning.

2. Use of AMI Water and Gas Meters for leak detection.

PW Uwe Herrman gave a presentation on water and gas meters.

D. Proposed Future Agenda Items

1. Project Manager Megan Mageo presented workshop discussion only – Adopt, on First Reading, Ordinance No. 2025-09, an Ordinance Repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, in its Entirety and Adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees; 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; and Providing an Effective Date.
2. Project Manager Megan Mageo presented workshop discussion only – Adopt, on First Reading, Ordinance No. 2025-08, an Ordinance Altering the Prima Facie Speed Limits Established for Vehicles under the Provisions of §545.356, Texas Transportation Code, upon the Basis of an Engineering and Traffic Investigation, upon Certain Streets and Highways, of Parts Thereof, within the Corporate Limits of The City of Tomball, as Set Out in This Ordinance, and Providing a Penalty of a Fine in an Amount Not to Exceed Two Hundred Dollars (\$200.00) for the Violation of this Ordinance.
3. No Discussion was held by Council - Approve a professional services agreement with Raba Kistner for annual gas monitoring for the closed landfill for a not-to-exceed amount of \$20,695, approve the expenditure of funds therefor, and authorize

the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.

4. No Discussion was held by Council - Approve a professional services agreement with Raba Kistner for annual groundwater monitoring for the closed landfill for a not-to-exceed amount of \$40,895, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.
5. No Discussion was held by Council - Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$175,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
6. No Discussion was held by Council - Approve an agreement extension with Tomball Little League for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex.
7. No Discussion was held by Council - Approve a purchase with Axon Enterprise, Inc., as a sole source vendor, for the purchase of replacement tasers for the Police Department for a total contract amount of \$225,653.44 for a total of five years beginning May 1, 2025 and expiring April 3, 2029, for an annual not-to-exceed payment amount of \$47,663.36, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount was included in the FY 2024-2025 budget to be paid from grant funds received.

E. Future Workshop Items

1. Discuss Council Ethics and Rules & Procedures – No Discussion was held by Council.
2. Discuss Arts & Craft Market - No Discussion was held by Council.

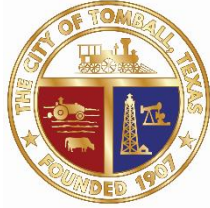
F. Adjournment Meeting adjourned at 5:50 P.M.

PASSED AND APPROVED this 3rd day of March 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

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



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

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

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

OTHERS PRESENT

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

- B. Invocation - Led by Pastor Greg Jenkins, Equip Church.
- C. Pledges to U.S. and Texas Flags – Lieutenant Albert Chambers
- 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.]

No public comments were received.

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

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

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

1. Adopt, on Second Reading, Ordinance No. 2025-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
2. Adopt on Second Reading, Ordinance No. 2025-03, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk's File No. B394990, Film Code

No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the city's interest in said unimproved right-of-way; and containing other provisions relating to the subject.

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

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

Motion carried unanimously.

G. Old Business

1. Adopt, on First Reading, Ordinance No. 2025-01, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow the land use of "Child day care center (business)" within the City of Tomball's Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Ford, Seconded by Council 5 Parr to approve Old Business.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to accept the amendment to Old Business.

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

Motion carried unanimously.

Motion carried by Council 1 Ford, Seconded by Council 2 Garcia on the amended motion.

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

Motion carried unanimously.

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

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

Motion made by Council 1 Ford, Seconded by Council 5 Parr to approve New Business Consent Agenda.

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

Motion carried unanimously.

I. New Business

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

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

No action taken.

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

Motion made by Council 1 Ford, Seconded by Council 4 Covington to deny the extension.

Voting Nay: Council 1 Ford, Council 2 Garica, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion failed unanimously.

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

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

Sec 551. 072 – Deliberations regarding Real Property

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney, City Secretary

- Executive Session Started: 7:17 P.M.
- Executive Session Ended: 8:45 P.M.

Council 3 Dunagin left the meeting at 8:15 P.M.

Council 1 Ford Left the meeting at 8:30 P.M.

4. Approve the expenditure of greater than \$50,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to \$150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all

documents related to the expenditure. This expenditure is included in the FY 2024-2025 budget.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to take no action.

Voting Yea: Mayor Klein-Quinn, Council 2 Garica, Council 4 Covington,
Council 5 Parr

Motion carried unanimously.

J. Meeting adjourned at 8:46 P.M.

PASSED AND APPROVED this 3rd day of March 3, 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve Resolution No. 2025-07, a Resolution of the City of Tomball, Texas, Canceling the Regular City Officer's Election Scheduled to be Held on the 3rd Day of May, 2025, in Accordance with Section 2.053(A) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election.

Aprobar la Resolución Nro. 2025-07 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 3 de mayo de 2025 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2025-07, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 3 tháng Năm, 2025, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2025-07，取消一般市府官員應於2025年5月3日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情。

Background:

All filing deadlines have passed; we have unopposed candidates for Mayor L. Klein Quinn and Position 3, Dane Dunagin for the May 3, 2025 Regular City Officer's Election.

Section 2.052, Election Code, requires the City Secretary to deliver the Certification of Unopposed Candidates to City Council and request Council to accept the Certification and declare the election canceled.

Resolution No. 2025-07 cancels the election scheduled to be held on May 3, 2025 and includes the Order of Cancellation. A copy of the Order of Cancellation will be posted on Election Day at City Hall, the polling location for all City elections.

Candidates elected through cancellation shall be declared elected "in the same manner and at the same time as provided for a candidate elected at the election" (Election Code, Sec. 2.053(c)] and shall take the oaths of office the same as candidates elected at an election.

Origination: City Secretary

Recommendation:

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

Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Shannon Bennett 02/26/25 Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, CANCELING THE REGULAR CITY OFFICER’S ELECTION SCHEDULED TO BE HELD ON THE 3rd DAY OF MAY 2025, IN ACCORDANCE WITH SECTION 2.053(a) OF THE TEXAS ELECTION CODE; DIRECTING THE GIVING OF NOTICE OF SUCH CANCELLATION OF ELECTION; AND PROVIDING DETAILS RELATING TO THE CANCELLATION OF SUCH ELECTION.

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

Section 1: It is hereby ordered that the Regular Election, scheduled to be held in the City of Tomball on the 3rd day of May 2025, at which election the following officers were to be elected by the qualified voters of the City, is canceled in accordance with Section 2.053(a) of the Texas Election Code.

POSITION:	MAYOR
	COUNCIL POSITION 3

Section 2: The following candidates have been certified as unopposed and are hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
Lori Klein Quinn	Mayor
Dane Dunagin	Council Position 3

Section 3: A copy of the Order of Cancellation, attached herein and made part of Resolution No. 2025-07, will be posted on Election Day at the following polling place, which would have been used in the election:

POLLING PLACE
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASSED, APPROVED and RESOLVED this 3rd day of March 2025.

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Tracylynn Garcia, City Secretary
City of Tomball

RESOLUCIÓN NRO. 2025-07

UNA RESOLUCIÓN DE LA CIUDAD DE TOMBALL, TEXAS, QUE CANCELA LA ELECCIÓN REGULAR DE FUNCIONARIOS DE LA CIUDAD PROGRAMADA PARA EL DÍA 3 DE MAYO DE 2025, EN CONFORMIDAD CON LA SECCIÓN 2.053(a) DEL CÓDIGO ELECTORAL DE TEXAS; QUE INSTRUYE LA NOTIFICACIÓN DE DICHA CANCELACIÓN DE ELECCIÓN Y PROPORCIONA DETALLES RELATIVOS A LA CANCELACIÓN DE DICHA ELECCIÓN.

EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS DETERMINA:

Sección 1: Por la presente, se ordena que, en conformidad con la Sección 2.053(a) del Código Electoral de Texas, se cancele la Elección Ordinaria programada para celebrarse en la Ciudad de Tomball el 3 de mayo de 2025, en la que los votantes habilitados de la Ciudad iban a elegir a los siguientes funcionarios.

POSICIÓN:	ALCALDE
	POSICIÓN 3 DEL CONSEJO

Sección 2: Los siguientes candidatos han sido certificados como candidatos sin oponentes y por la presente, son declarados electos, de la siguiente forma:

<u>Candidato</u>	<u>Cargo al que se postula</u>
Lori Klein Quinn	Alcalde
Dane Dunagin	Consejo, Posición 3:

Sección 3: Una copia de la Orden de Cancelación, adjunta a la presente e incorporada a la Resolución Nro. 2025-07, se colocará el Día de Elección en el siguiente lugar de votación, que se hubiera utilizado en la elección:

LUGAR DE VOTACIÓN
City Hall de Tomball
401 Market Street
Tomball, Texas 77375

ACEPTADA, APROBADA y RESUELTA a los ____ días del mes de marzo de 2025.

Lori Klein Quinn, Alcaldesa
Ciudad de Tomball

ATESTIGUA:

Tracylynn Garcia, Secretaria de la Ciudad
Ciudad de Tomball

第 2025-07 號決議案

TEXAS州TOMBALL市的決議案，內容是依照TEXAS州選舉法第2.053(a)節取消定於2025年5月3日舉行的常規市官員選舉；指示發布關於取消上述選舉的通知；以及提供有關取消上述選舉的詳細資訊。

TEXAS州TOMBALL市市議會決議如下：

第1節： 茲此命令，依照Texas州選舉法第2.053(a)節之規定，定於2025年5月3日在Tomball市舉行的常規選舉現已取消。原定於在該選舉中由本市合資格選民投票選出以下官員。

席位： 市長
議會第3號席位

第2節： 下列候選人已被認證為無競爭對手候選人，特此當選如下：

<u>候選人</u>	<u>競選職務</u>
Lori Klein Quinn	市長
Dane Dunagin	議會第3號席位

第3節： 取消令已隨附於本文書並構成第2025-07號決議案的組成部份。該命令的副本將在選舉日張貼於原定舉行選舉的以下投票所：

投票所
Tomball City Hall
401 Market Street
Tomball, Texas 77375

本決議案已於2025年 3 月 日獲得通過、獲准及決議。

Lori Klein Quinn, 市長
Tomball市

見證：

Tracylynn Garcia, 市秘書長
Tomball市

NGHỊ QUYẾT SỐ 2025-07

MỘT NGHỊ QUYẾT CỦA THÀNH PHỐ TOMBALL, TEXAS, HỦY BỎ CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG LỆ DỰ KIẾN ĐƯỢC TỔ CHỨC NGÀY 3 THÁNG NĂM, 2025, THEO QUY ĐỊNH CỦA MỤC 2.053(A), BỘ LUẬT BẦU CỬ TEXAS; CHỈ THỊ THÔNG BÁO VỀ LỆNH HỦY BỎ CUỘC BẦU CỬ NÓI TRÊN; VÀ CUNG CẤP CÁC THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC HỦY BỎ CUỘC BẦU CỬ NÓI TRÊN

VÌ VẬY BÂY GIỜ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS RA LỆNH:

Mục 1: Theo đây, ra lệnh rằng Cuộc Bầu Cử Thường Lệ, dự kiến được tổ chức tại Thành phố Tomball vào ngày 3 tháng Năm, 2025, và trong cuộc bầu cử đó, các viên chức sau đây sẽ được bỏ phiếu bầu chọn bởi các cử tri đủ điều kiện của Thành phố, bị hủy bỏ theo Mục 2.053(a) của Bộ Luật Bầu Cử Texas.

VỊ TRÍ:	THỊ TRƯỞNG HỘI ĐỒNG THÀNH PHỐ VỊ TRÍ 3
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Mục 2: Các ứng cử viên sau đây được chứng nhận là không có đối thủ tranh cử nên theo đây trúng cử như sau:

<u>Ứng Cử Viên</u> Lori Klein Quinn Dane Dunagin	<u>Chức Vụ Tranh Cử</u> Thị Trưởng Hội Đồng Thành Phố Vị Trí 3
--	--

Mục 3: Một bản sao của Lệnh Hủy bỏ, được đính kèm ở đây và là một phần của Nghị quyết Số 2025-07, sẽ được niêm yết vào Ngày Bầu cử tại địa điểm bỏ phiếu sau, nơi sẽ được sử dụng trong cuộc bầu cử:

ĐỊA ĐIỂM PHÒNG PHIẾU
Tomball City Hall
401 Market Street
Tomball, Texas 77375

ĐÃ THÔNG QUA, PHÊ DUYỆT và QUYẾT ĐỊNH vào ngày ____ tháng __Ba__, năm 2025.

Lori Klein Quinn, Thị Trưởng
Thành Phố Tomball

CHỨNG THỰC:

Tracylynn Garcia, Thư Ký Thành Phố
Thành Phố Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve a purchase with Axon Enterprise, Inc., as a sole source vendor, for the purchase of replacement tasers for the Police Department for a total contract amount of \$225,653.44 for a total of five years beginning May 1, 2025 and expiring April 3, 2029, for an annual not-to-exceed payment amount of \$47,663.36, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount was included in the FY 2024-2025 budget to be paid from grant funds received.

Background:

Axon Enterprises, Inc. has supplied tasers to the Police Department for the last 20 years. Our current tasers series seven have had multiple issues reported resulting in them being removed from the market requiring replacement for the safety of the officers. As of 2024, the current tasers series seven are no longer eligible for repairs or maintenance. Taser series ten is the current model being issued all over the United States.

The proposed purchase will include replacement for all 46 tasers currently in use with required training, cartridges, holsters, and battery packs for a total not-to-exceed amount of \$225,653.44 over a five-year term.

The total cost of the contract has been financed for a 60-month term with the first-year payment reduced to \$35,000. The first-year payment will be made utilizing excess grant funds from the SRT Grant received in 2021 for the purchase of body cameras. In order to utilize the remaining grant funds the termination date was extended to December 2025 and staff was able to confirm tasers to be an eligible expense for reimbursement.

Based on the City’s adopted Procurement Policy, staff is requesting approval of the purchase financed over a five-year term, beginning May 1, 2025, and expiring April 30, 2029. The table below identifies the annual contract amount to be included in the Police Department annual operating budget.

Annual Contract Amounts				
Contract Year One May 1, 2025	Contract Year Two April 1, 2026	Contract Year Three April 1, 2027	Contract Year Four April 1, 2028	Contract Year Five April 1, 2028
\$35,000	\$47,663.36	\$47,663.36	\$47,663.36	\$47,663.36

The purchase with Axon Enterprises, Inc. will be for a total not-to-exceed contract amount of \$225,653.44 over the five-year contract term.

Origination: Police Department

Recommendation:

Staff recommends approving the purchase of tasers with Axon Enterprises, Inc. for a total contract amount of \$225,653.44, for an annual not-to-exceed payment amount of \$47,663.36.

Party(ies) responsible for placing this item on agenda: Brandon Patin, Captain

FUNDING (IF APPLICABLE)

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

Yes: No: X

If yes, specify Account Number: #100-121-6106

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

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



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-649783-45695.078DC

Issued: 02/06/2025

Quote Expiration: 03/14/2025

Estimated Contract Start Date: 06/15/2025

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
John Sholl Phone: Email: jsholl@axon.com Fax:	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$225,860.29
ESTIMATED TOTAL W/ TAX	\$225,860.29

Discount Summary

Average Savings Per Year	\$13,442.18
TOTAL SAVINGS	\$67,210.91

Payment Summary

Date	Subtotal	Tax	Total
May 2025	\$35,000.00	\$0.00	\$35,000.00
May 2026	\$47,714.29	\$0.00	\$47,714.29
May 2027	\$47,715.00	\$0.00	\$47,715.00
May 2028	\$47,715.00	\$0.00	\$47,715.00
May 2029	\$47,716.00	\$0.00	\$47,716.00
Total	\$225,860.29	\$0.00	\$225,860.29

Quote Unbundled Price: \$293,071.20
 Quote List Price: \$246,399.60
 Quote Subtotal: \$225,860.29

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$2,388.98)	(\$2,388.98)	\$0.00	(\$2,388.98)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$5,804.87	\$5,804.87	\$0.00	\$5,804.87
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	60	\$103.57	\$86.66	\$80.44	\$222,014.40	\$0.00	\$222,014.40
A la Carte Hardware									
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5			\$86.00	\$86.00	\$430.00	\$0.00	\$430.00
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$225,860.29	\$0.00	\$225,860.29

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	46	2	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	46	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	690	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	41	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	5	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	46	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	05/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	05/15/2025
A la Carte	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	46	06/15/2025	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	46	06/15/2025	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	46	06/15/2025	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/15/2025	06/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	46
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	46	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	46	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	05/15/2026	06/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 Fannin St	Tomball	TX	77375-4618	USA
2	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$899.54	\$0.00	\$899.54
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$370.20)	\$0.00	(\$370.20)
Year 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	\$66.63	\$0.00	\$66.63
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	\$34,404.03	\$0.00	\$34,404.03
Total				\$35,000.00	\$0.00	\$35,000.00

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$1,226.31	\$0.00	\$1,226.31
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$504.69)	\$0.00	(\$504.69)
Year 2	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	\$90.84	\$0.00	\$90.84
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	\$46,901.83	\$0.00	\$46,901.83
Total				\$47,714.29	\$0.00	\$47,714.29

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$1,226.33	\$0.00	\$1,226.33
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$504.69)	\$0.00	(\$504.69)
Year 3	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	\$90.84	\$0.00	\$90.84
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	\$46,902.52	\$0.00	\$46,902.52
Total				\$47,715.00	\$0.00	\$47,715.00

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$1,226.33	\$0.00	\$1,226.33
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$504.69)	\$0.00	(\$504.69)
Year 4	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	\$90.84	\$0.00	\$90.84
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	\$46,902.52	\$0.00	\$46,902.52
Total				\$47,715.00	\$0.00	\$47,715.00

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$1,226.36	\$0.00	\$1,226.36
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$504.70)	\$0.00	(\$504.70)
Year 5	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	\$90.84	\$0.00	\$90.84
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	\$46,903.50	\$0.00	\$46,903.50
Total				\$47,716.00	\$0.00	\$47,716.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

**Agency has existing contract(s)
originated via Quote(s):**

Q-317044, Q-342820, Q-358096, Q-503615

Agency is terminating those contracts effective 6/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is
applying a Net Transfer Debit of
\$3,415.89

Any credits contained in this quote
are contingent upon payment in
full of the following amounts:

INUS284992 - \$2,762.78 - 10/1/2024

Signature

Date Signed

2/6/2025



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve the expenditure with Tyler Technologies for expenses related to the implementation of the computer aided dispatch (CAD) system for \$58,000, increasing the total not-to-exceed amount to \$421,952 (increasing the total annual vendor spend to \$620,703.26), authorize the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase.

Background:

The Tyler Technologies CAD system expenditure for development, recurring software fees, third-party maintenance, and implementation services for FY 2024-2025 was approved by Council in November 18, 2025 in the amount of \$363,952. Additionally, the implementation required approval for travel expenses for the Go Live crew, as outlined in the approved contract with Tyler Technologies. This agenda item seeks approval for an expenditure of \$58,000.00 on travel and support services provided by Tyler Technologies related to the City’s new CAD system.

If approved, the total annual not-to-exceed amount with Tyler Technologies for the CAD project would increase to \$421,952 for FY 2025. These travel expenditures were originally allocated in the FY 2023-2024 budget but were not used due to the timing of the implementation. The IT department is requesting approval of these funds in the current fiscal year, as they are essential to maintaining the City’s operational and technological needs across various departments.

The table below outlines the expenditures related to the CAD project as well as the other approved expenditures with Tyler Technologies for FY 2024-2025.

Service	Amount
Previously Approved Expenditures for CAD Project	
Computer Aid Dispatch Software and Implementation fees	\$363,952.00
Additional Planned Expenditures for CAD Project	
Computer Aid Dispatch Travel Expenses – Go Live Crew	\$58,000.00
TOTAL CAD PROJECT NOT-TO-EXCEED AMOUNT	\$421,952
Additional Approved Expenditures with Vendor	
ERP Pro Annual Renewal -SaaS Fees	\$123,751.26
Consulting/Training (Contingency)	\$15,000.00
Utility Billing Insite Fees	\$60,000.00
TOTAL ANNUAL VENDOR SPEND	\$620,703.26

Origination: Information Technology Department

Recommendation:

Staff recommends the approval of the proposed expenditure of \$58,000.00 for travel expenses related to the CAD project with Tyler Technologies services.

Party(ies) responsible for placing this item on agenda: Brandon Patin, Tom Wilson

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: #100-117-6230

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

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Tomball, Texas.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Rob Kennedy-Jensen

Name: Rob Kennedy-Jensen

Title: Group General Counsel

Date: January 6, 2023

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Tomball, TX

By: David Esquivel

Name: David Esquivel

Title: City Manager

Date: 01/06/23

Address for Notices:

City of Tomball
401 Market Street; Suite C
Tomball, TX 77375
Attention: Doug Tippey



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:
 Quote Expiration:
 Quote Name:

DK Robertson
 07/03/23
 SaaS Flip



Sales Quotation For:
 City of Tomball
 401 Market St Ste C
 Tomball TX 77375-4697
 Doug Tippey
 +1 (281) 290-1407
 dtippey@tomballtx.gov

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 20,054
Applicant Tracking Interface	\$ 0
Electronic Time Clock Interface	\$ 667
Fixed Assets	\$ 1,964
Inventory Control	\$ 3,606
Human Resources Management (Includes Position Budgeting)	\$ 9,454
Employee Access Pro	\$ 0

Project Accounting	\$ 3,935
Purchasing	\$ 5,156
Accounts Receivable	\$ 3,435
ERP Pro 9 Financial Management Suite	
Work Orders	\$ 4,558
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 14,432
Additional Handheld Meter-Reader Interface	\$ 933
Cashiering	\$ 4,327
Meter Data Sync with Scheduler	\$ 3,815
Third-Party Printing Interface	\$ 3,693
ERP Pro 9 Customer Relationship Management Suite	
Additional Handheld Meter-Reader Interface	\$ 1,211
Call Center	\$ 3,959
Building Projects	\$ 2,378
Municipal Justice 9 Suite	
Civil Case Manager	\$ 2,834
Municipal Justice powered by Incode	
Municipal Justice 9 Suite	
Collection Agency Export Interface	\$ 1,322
Criminal Case Manager	\$ 10,485
Citation Issuing Device Third-Party Interface	\$ 2,385
Court to Police Third-Party Interface	\$ 2,448
Tyler One	
Content Manager Suite	
Core	\$ 3,426

TOTAL:

\$ 110,477

Summary

Total SaaS

Total Tyler Services

Summary Total

Contract Total

One Time Fees

\$ 0

\$ 110,477

Recurring Fees

\$ 110,477

\$ 110,477

Comments

2023-379229-F6C1C9

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project

Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-154447	02/12/2025	1 of 1

Questions:
 Tyler Technologies - Public Safety
 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com



Bill To: CITY OF TOMBALL
 401 WEST MARKET STREET
 TOMBALL, TX 77375

Ship To: CITY OF TOMBALL
 401 WEST MARKET STREET
 TOMBALL, TX 77375

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44795 - MAIN - MAIN			USD	NET30	03/14/2025

Contract Date	Description	Units	Rate	Extended Price
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	1,037.71	1,037.71
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	266.99	266.99
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	8.50	8.50
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	50	0.70	35.00
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	306.32	306.32
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	544.41	544.41
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	75.00	75.00
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	3.65	80.00	292.00
Jan 31 2025	Eric Jackson TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Tolls	1	44.66	44.66
Jan 31 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Tolls	1	24.30	24.30
Feb 3 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	973.38	973.38
Feb 6 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	11.87	11.87
Feb 6 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	489.05	489.05
Feb 7 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	241.14	241.14
Feb 7 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	266.99	266.99
Feb 7 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	120.00	120.00
Feb 7 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	129.2	0.70	90.44
Feb 7 2025	Scott Galough TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	4.25	80.00	340.00

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	5,167.76
Sales Tax	\$0.00
Invoice Total	5,167.76



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-154064	01/31/2025	1 of 3

Questions:
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 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com



Bill To: CITY OF TOMBALL
 401 WEST MARKET STREET
 TOMBALL, TX 77375

Ship To: CITY OF TOMBALL
 401 WEST MARKET STREET
 TOMBALL, TX 77375

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44795 - MAIN - MAIN			USD	NET30	03/02/2025

Contract Date	Description	Units	Rate	Extended Price
Jan 6 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	1,123.92	1,123.92
Jan 6 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	622.95	622.95
Jan 6 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	662.88	662.88
Jan 6 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	28.33	28.33
Jan 12 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	749.28	749.28
Jan 17 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	11.25	80.00	900.00
Jan 17 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	321.34	321.34
Jan 17 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	96.00	96.00
Jan 17 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	162	0.70	113.40
Jan 23 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Tolls	1	20.80	20.80
Jan 27 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	312.95	312.95
Jan 27 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	266.99	266.99
Jan 27 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	609.08	1.00	609.08
Jan 27 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	19.40	19.40
Jan 27 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	111	0.70	77.70
Jan 31 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	4.25	80.00	340.00
Jan 31 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	304.92	304.92
Jan 31 2025	Amy Boyd TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	70.00	70.00
Jan 27 2025	Angelica Duran TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	307.96	307.96
Jan 27 2025	Angelica Duran TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	32.00	32.00
Jan 27 2025	Angelica Duran TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - Hotel/Lodging	1	925.78	925.78
Jan 27 2025	Angelica Duran TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Luggage Fees	1	80.00	80.00
Jan 27 2025	Angelica Duran TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	26	0.70	18.20
Jan 27 2025	Angelica Duran TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	4	80.00	320.00
Jan 27 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	878.87	878.87
Jan 27 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	16.9	0.70	



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-154064	01/31/2025	2 of 3

Questions:
 Tyler Technologies - Public Safety
 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com

Bill To: CITY OF TOMBALL
 401 WEST MARKET STREET
 TOMBALL, TX 77375

Ship To: CITY OF TOMBALL
 401 WEST MARKET STREET
 TOMBALL, TX 77375

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44795 - MAIN - MAIN			USD	NET30	03/02/2025

Contract Date	Description	Units	Rate	Extended Price
Jan 27 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	0.85	80.00	68.00
Jan 28 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	1	80.00	80.00
Jan 29 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	1	80.00	80.00
Jan 30 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	13.50	13.50
Jan 30 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	266.99	266.99
Jan 30 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	1	80.00	80.00
Jan 30 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	3	195.17	585.52
Jan 31 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	40.00	40.00
Jan 31 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	150.69	150.69
Jan 31 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	16.9	0.70	11.83
Jan 31 2025	Jason Frost TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	0.4	80.00	32.00
Jan 27 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	660.95	660.95
Jan 27 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Taxi/Car Service	1	370.00	370.00
Jan 31 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	475.96	475.96
Jan 31 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	316.69	316.69
Jan 31 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	4.25	80.00	340.00
Jan 31 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	202.21	202.21
Jan 31 2025	Michael Tarricone TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	5.00	5.00
Jan 20 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	761.95	761.95
Jan 23 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	526.62	526.62
Jan 23 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	15.85	15.85
Jan 24 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	4.85	80.00	388.00
Jan 24 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	79.42	79.42
Jan 24 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	238.68	238.68
Jan 24 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	266.99	266.99
Jan 24 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	102	0.70	



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 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-154064	01/31/2025	3 of 3

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 TOMBALL, TX 77375

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44795 - MAIN - MAIN			USD	NET30	03/02/2025

Contract Date	Description	Units	Rate	Extended Price
Jan 27 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS NON REIMBURSABLE - AIRFARE	1	601.95	601.95
Jan 30 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	550.18	550.18
Jan 30 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental - Gas	1	13.50	13.50
Jan 31 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Per Diem US Rates	3.65	80.00	292.00
Jan 31 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Parking	1	79.42	79.42
Jan 31 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Hotel/Lodging	1	156.66	156.66
Jan 31 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Auto Rental	1	233.77	233.77
Jan 31 2025	Renee Lyden TOM44795C2301 Tomball, TX - 11.29 CAD, RMS, Mobile NWPS Mileage	102	0.70	71.40

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	17,341.71
Sales Tax	\$0.00
Invoice Total	17,341.71

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve the expenditure with Waukesha-Pearce Industries Inc. for equipment attachments, repairs, parts and materials through the BuyBoard Cooperative Purchasing (Contract #685-22) for \$7,700 (increasing the total annual vendor spend to \$130,000), authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

Background:

As part of the FY 2024-2025 budget process, the Public Works department requested the purchase of two new excavators. The two excavators were approved for purchase during the October 10, 2024, Council meeting for a total amount of \$122,300 from Waukesha-Pearce. This item is to purchase two ditching buckets for the previously purchased excavators and for additional parts and materials associated with Waukesha-Pearce Industries equipment. Although the purchase of these items is quoted at \$7,700, the previous purchases with Waukesha-Pearce are above \$50,000. Per the City’s Procurement Policy, all purchases with a single vendor in excess of \$50,000 require Council approval. Funds are available in the regular Materials and Parts line items for each of the purchasing departments.

DEPARTMENT	VEHICLE TYPE	QUOTED AMOUNT
Parks	Attachments/Buckets	\$2,875
Streets/Drainage	Attachments/Buckets	\$3,250
Garage	Repairs/Parts/Materials	\$1,575
Total		\$7,700

Origination: Public Works

Recommendation:

Staff recommends approving the purchase of the attachments, repairs, parts and materials for currently owned equipment as appropriated in the Fiscal Year 2024-2025.

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: No:

If yes, specify Account Number: #100-153-6106, 100-154-6106, 100-152-6106

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

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



**Texas Association of School Boards
BUYBOARD Quotation**



Quote Date	April 3, 2023	Quote No.	WPI04032023-001
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Quotation To		Contract No.	685-22
Buying Agency		Vendor ID	837
Contact	City of Tomball	Waukesha-Pearce Industries Inc.	
Phone		Construction Machinery Division	
Fax		Contact	Mark Rickett
Email		Phone	713-906-4461
		Fax	
		Email	markric76@att.net

Pricing Based On Manufacturer's Price List Dated:	02/04/25	Contract Discount Factor	20.0%
			80.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
Sub Total			\$ -

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
	8" x 22" V-shaped bucket with pins for QC	\$ 3,250.00
	24" digging bucket with smooth lip/pins for QC	\$ 2,875.00
	ETA 7-WEEKS	\$ -
		\$ -
		\$ -
Sub Total		\$ 6,125.00

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
Sub Total	\$ -

PRICE (EA)	\$ 6,125.00
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Delivery:

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: info@buyboard.com



November 08, 2024

Aqua-Metric Sales Company

Kelsey VanCleave
 16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Tomball

Attention:

Address: AP@TOMBALLTX.GOV, 501 JAMES ST

City, State, Zip: Tomball, TX 773754623

Phone: (281) 290-411

Email: mmageo@tomballtx.gov

Quantity		Description	Unit Price	Line Total
6	EA	OMNIR11-2 1 1/2" OMNI R2 8 WHL USG	612.25	3,673.50
7	EA	OMNIR2 2" OMNI R2 8 WHL USG	859.04	6,013.28
22	EA	OMNIC11-2 1 1/2" OMNI C2 8 WHL USG	1,315.53	28,941.66
109	EA	OMNIC2 2" OMNI C2 8 WHL USG	1,517.92	165,453.28
25	EA	OMNIC3 3" OMNI C2 8 WHL USG	1,922.71	48,067.75
14	EA	OMNIC4 4" OMNI C2 8 WHL USG	3,339.44	46,752.16
4	EA	OMNIC6 6" OMNI C2 8 WHL USG	5,768.11	23,072.44
3	EA	OMNIC8 8" OMNI C2 8 WHL USG	10,249.72	30,749.16

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales.
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding \$80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal	352,723.23
Sales Tax	0.00
Total	352,723.23

Aqua-Metric Sales Company General Terms of Sale

V24-5180

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Aqua-Metric" means Aqua-Metric Sales Company, a subsidiary of Thinkkettle Corporation. "Deliverables" and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. **CONTRACT OF SALE.** All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. **PROPOSALS AND QUOTATIONS.** Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer's suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric's suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. **AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.**
4. **INVOICES.** Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. **ANNUAL SUBSCRIPTION SERVICES.** Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer's product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. **TAXES.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. **TITLE.** Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. **PACKAGING.** Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. **SHIPPING AND HANDLING.** All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. **FREIGHT.** Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. **AMENDMENTS OR CANCELLATIONS.** Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. **RETURNS.** No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return shipments must be returned within six (6) months of the delivery date, in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Client will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackaging and/or shipping carrier fees. Client will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. **OBsolescence.** Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. **WARRANTIES.**

Aqua-Metric Sales Company General Terms of Sale

V24-5180

- 18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.
- 18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.
- 18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.
 - A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.
 - B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.
 - C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
 - D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
 - E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.
 - F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.
 - G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.
19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.
20. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-norcal@aquametric.com; rma-social@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.
21. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.
22. LIMITATION OF LIABILITY.
 - 22.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.
 - 22.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
 - 22.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent

Aqua-Metric Sales Company General Terms of Sale

V24-5180

- permitted by law, Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.
23. **INDEMNIFICATION.** To the maximum extent permitted by law, Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer's failure to comply with applicable law; and (iii) relating to or arising out of Customer's breach of its confidentiality obligations hereunder.
 24. **CONFIDENTIAL INFORMATION.** Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
 25. **ASSIGNMENT.** Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
 26. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance ("Disputes") shall first be resolved by the Parties attempting mediation in Texas. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of Texas.
 27. **COMPLIANCE WITH LAWS.** Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
 28. **SEVERABILITY.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 29. **NON-WAIVER.** Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor

shall any single or partial exercise of a right or power preclude any other future exercise thereof.



Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

October 17, 2022

Quote for: City of Tomball, Texas
Attention: Beth Jones
Address: 501 James Street
City, State, ZIP: Tomball, Texas 77375
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
Sensus FlexNet AMI System - Years 2-5				
Recurring Annual Fees: SaaS Software Hosting and Support - Year Two				
	Annual Hosted RNI SaaS - Water Only	1	\$8,487.20	\$8,487.20
	Annual Sensus Analytics Enhanced Water (5,000 Services)	1	\$9,230.09	\$9,230.09
	Annual Sensus Analytics Text Message Fee, Water Only	1	\$1,050.60	\$1,050.60
	Aqua-Metric Annual Support	1	\$23,175.00	\$23,175.00
	Annual Basestation Extended Warranty	2	\$1,657.66	\$3,315.32
Year Two Total:				\$45,258.21
Recurring Annual Fees: SaaS Software Hosting and Support - Year Three				
	Annual Hosted RNI SaaS - Water Only	1	\$8,741.82	\$8,741.82
	Annual Sensus Analytics Enhanced Water (5,000 Services)	1	\$9,506.99	\$9,506.99
	Annual Sensus Analytics Text Message Fee, Water Only	1	\$1,082.12	\$1,082.12
	Aqua-Metric Annual Support	1	\$23,870.25	\$23,870.25
	Annual Basestation Extended Warranty	2	\$1,707.39	\$3,414.78
Year Three Total:				\$46,615.96
Recurring Annual Fees: SaaS Software Hosting and Support - Year Four				
	Annual Hosted RNI SaaS - Water Only	1	\$9,004.07	\$9,004.07
	Annual Sensus Analytics Enhanced Water (5,000 Services)	1	\$9,792.20	\$9,792.20
	Annual Sensus Analytics Text Message Fee, Water Only	1	\$1,114.58	\$1,114.58
	Aqua-Metric Annual Support	1	\$24,586.36	\$24,586.36
	Annual Basestation Extended Warranty	2	\$1,758.61	\$3,517.22
Year Four Total:				\$48,014.43
Recurring Annual Fees: SaaS Software Hosting and Support - Year Five				
	Annual Hosted RNI SaaS - Water Only	1	\$9,274.19	\$9,274.19
	Annual Sensus Analytics Enhanced Water (5,000 Services)	1	\$10,085.97	\$10,085.97
	Annual Sensus Analytics Text Message Fee, Water Only	1	\$1,148.02	\$1,148.02
	Aqua-Metric Annual Support	1	\$25,323.95	\$25,323.95
	Annual Basestation Extended Warranty	2	\$1,811.37	\$3,622.74
Year Five Total:				\$49,454.87

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding \$10,000.00.
4. Net Thirty Days to Pay
5. Returned water product may be subject to a 25% restocking fee; Returned electric product is non-returnable due to its purchasing requirements.
6. Sales Tax and/or Freight charges are not included.
7. Minimum 5 year term for SaaS Model with Annual 3% price increase
8. Annual SaaS pricing based on 5,000 Water Services Only.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 03, 2025

Topic:

Approve an agreement with Thirkettle Corporation (Aqua-Metric Company) for the meter replacement program, stock materials and parts, and software support, as an exclusive authorized distributor of Sensus water meter products, for a not-to-exceed amount of \$980,000, 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 2024-2025 Budget.

Background:

Thirkettle Corporation (Aqua-Metric Company, Inc.) is an exclusive authorized distributor of Sensus water meter products for the State of Texas and has been providing Sensus water meters and transmitters to the City as part of our on-going meter replacement program.

This item authorizes an agreement with Thirkettle for the purchase of water meters and transmitters to support the ongoing replacement program for large meters, as well as stock water meters, parts, and materials for repairs and service requests throughout the year. The annual purchase from Aqua-Metrics will also cover SaaS software hosting and support for the meters, transmitters, and components for the third year of our contract.

Based on the City’s adopted Procurement Policy, staff is requesting approval of an agreement for fiscal year purchases from Thirkettle, as an exclusive authorized distributor (sole source), for this fiscal year in excess of \$50,000. The chart below identifies projected spending through September 30, 2025 for the meter replacement program, stock meters, parts, and materials, and software support.

Items	Estimated Cost	Budgeted Amount
Water Meter Replacement (with installation)	\$810,647.17	\$815,000
Water Meter Stock, Materials & Parts	\$120,000.00	\$156,500
SaaS Software Hosting & Support (Year Three)	\$46,615.96	\$48,000
Total Estimated Expenditures: \$977,263.13		

Origination: Public Works Department

Recommendation:

Staff recommends approving an agreement an agreement with Thirkettle Corporation (Aqua-Metric Company) for the meter replacement program, stock materials and parts, and software support for a not-to-exceed amount of \$980,000

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #600-613-6106
#100-117-6320

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

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



Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

December 12, 2024

Client: City of Tomball, Texas
Attention:
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
Large Meter Exchange Services				
Product Installation Services				
	Field Deployment Management, Monthly Fee	4	\$12,500.00	\$50,000.00
	Mobilization Fee	1	\$12,500.00	\$12,500.00
	NovusCenter WOMS Additional Setup Fee	1	\$2,500.00	\$2,500.00
	NovusCenter WOMS Work Order Fee	453	\$2.25	\$1,019.25
	NovusCenter WOMS Data Quality Review Fee	453	\$3.00	\$1,359.00
	Commercial Water Meter Survey 3" and Larger, Prior to Exchange Service	49	\$200.00	\$9,800.00
	1" Water Meter Exchange with SmartPoint Installation and Activation	82	\$93.75	\$7,687.50
	1 1/2" Water Meter Exchange with SmartPoint Installation and Activation	108	\$343.75	\$37,125.00
	2" Water Meter Exchange with SmartPoint Installation and Activation	214	\$406.25	\$86,937.50
	3" Water Meter Exchange with SmartPoint Installation and Activation	25	\$1,243.75	\$31,093.75
	4" Water Meter Exchange with SmartPoint Installation and Activation	17	\$1,687.50	\$28,687.50
	6" Water Meter Exchange with SmartPoint Installation and Activation	4	\$2,000.00	\$8,000.00
	8" Water Meter Exchange with SmartPoint Installation and Activation	3	\$2,812.50	\$8,437.50
	Add-On: Lid Modification: Drill Hole In Plastic Meter Box Lid, Estimated Quantity	40	\$8.75	\$350.00
	Add-On: Lid Modification: Drill Hole In Metal Meter Box Lid, Estimated Quantity	5	\$25.00	\$125.00
	Add-On: Clean Out Excessive Dirt From Meter Box, Estimated Quantity	40	\$31.25	\$1,250.00
	Add-On: Clean Out Excessive Dirt From Meter Vault, Estimated Quantity	5	\$93.75	\$468.75
	Recommended Contingency Fund for Materials and Installation Incidentals	1	\$160,000.00	\$160,000.00
	Installation Incidental: SmartPoint Installation and Activation Only on Existing Sensus Meter, Labor Only		\$93.75	
	Installation Incidental: Residential (5/8" - 1") Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt, Labor Only		\$68.75	
	Installation Incidental: 1 1/2" - 2" Water Meter Box Adjustment, Removal; or Meter Box & Lid Replacement, in Dirt, Labor Only		\$118.75	
	Installation Incidental: Water Meter Register Reprogram of Existing Sensus Meter, Labor Only		\$33.75	
	Installation Incidental: Residential Water Meter Register Replacement on Existing Sensus Meter, Labor Only		\$56.25	
	Installation Incidental: Commercial Water Meter Register Replacement on Existing Sensus Meter, Labor Only		\$156.25	
	Installation Incidental: 5/8" - 1" Curb Stop Replacement, Labor Only		\$312.50	
	Installation Incidental: 5/8" - 1" Meter Tail Replacement, Labor Only		\$81.25	
	Installation Incidental: Meter Box Lid Replacement, Labor Only		\$8.75	
	Installation Incidental: 5/8" - 1" Bushing Adapter Replacement, Labor Only		\$8.13	
	Installation Incidental: 5/8" - 1" Meter Resetter / Riser Installation, Labor Only		\$56.25	
	Installation Incidental: Dewater Vault		\$93.75	
	Installation Incidental: Confined Space Entry		\$437.50	
	Installation Incidental: Site Visit Fee		\$68.75	
	Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour		\$156.25	

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$80,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee. Additional details apply.
- Sales Tax and/or Freight charges are not included.

Total: \$447,340.75

December 11, 2024

Project Clarifications

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding \$80,000.00. All non-Sensus and/or non-water product orders are subject to additional freight charges (i.e., hand held equipment, backhaul modems, meter boxes and lids, etc.).
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus water product(s) – must be returned within six months of shipment. Additional details and limitations apply. All non-Sensus product subject to their specific manufacturer’s published return policy.
7. Sales tax and/or freight charges are not included.
8. A retainer withholding surcharge will be applied if retainage is required.
9. Standard meter installation pricing shall encompass like-for-like meter exchange. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, curb stops, meter couplings, meter riser/resetter, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
10. A highly recommended commercial meter survey is included within our proposal. Restocking fees and/or additional installation fees will apply for all returned or incorrectly purchased metering product.
11. Pricing does not include staging services, product storage, trash/recycling receptacles, or consumer outreach program.
12. Performance and Payment Bond not included.
13. Pricing does not reflect utilization of Buy-Board. Pricing does not reflect Prevailing Wage Rates.
14. Any items beyond quote above subject to price negotiations.

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Aqua-Metric" means Aqua-Metric Sales Company, a subsidiary of Thirkettle Corporation. "Deliverables" and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. **CONTRACT OF SALE.** All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. **PROPOSALS AND QUOTATIONS.** Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer's suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric's suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. **AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.**
4. **INVOICES.** Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. **ANNUAL SUBSCRIPTION SERVICES.** Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer's product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. **TAXES.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. **TITLE.** Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. **PACKAGING.** Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. **SHIPPING AND HANDLING.** All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. **FREIGHT.** Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. **AMENDMENTS OR CANCELLATIONS.** Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. **RETURNS.** No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return shipments must be returned within six (6) months of the delivery date, in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Client will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Client will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. **OBSOLESCENCE.** Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. **WARRANTIES.**

- 18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.
- 18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.
- 18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.
- A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.
- B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.
- C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
- D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
- E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.
- F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.
- G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.
19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.
20. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-norcal@aquametric.com; rma-social@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.
21. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.
22. LIMITATION OF LIABILITY.
- 22.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.
- 22.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 22.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. To the maximum

permitted by law, Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.

shall any single or partial exercise of a right or power preclude any other future exercise thereof.

23. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer's failure to comply with applicable law; and (iii) relating to or arising out of Customer's breach of its confidentiality obligations hereunder.
24. CONFIDENTIAL INFORMATION. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
25. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
26. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance ("Disputes") shall first be resolved by the Parties attempting mediation in Texas. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of Texas.
27. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
28. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
29. NON-WAIVER. Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$175,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.

Background:

Water Utility Services, Inc. is a Spring-based lab specializing in sampling and analysis of drinking water and provides proprietary blends of chemicals used in the water and wastewater treatment process. Water Utility Services performs sampling and analysis required by the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) for the City of Tomball’s drinking water and distribution system and groundwater treatment plants to remain within EPA and TCEQ compliance. Water Utility Services also provides proprietary blends of chemicals needed in the treatment process for the City of Tomball’s groundwater treatment (polyphosphate) and wastewater treatment (magnesium hydroxide).

The original services agreement was executed in June 2023 with four additional one-year renewals. We utilized the first renewal in 2024 and staff is requesting to exercise the option to utilize the second renewal term. Based on the City’s adopted Procurement Policy, staff is requesting a services agreement renewal with Water Utility Services, Inc. to perform the required water sampling and lab analysis and provide the necessary water and wastewater treatment chemicals for a not-to-exceed amount of \$175,000.

This procurement is exempt from the competitive bidding requirements under Local Government Code 252.022(2) which does not require procurement for services or chemicals that preserve or protect the public health or safety of a municipality’s residents.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with Water Utility Services, Inc. to perform the required water sampling and lab analysis and provide the necessary water and wastewater treatment chemicals for a not-to-exceed amount of \$175,000.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #600-613-6361
#600-613-6110
#600-614-6110

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

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

**CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Chemical Products and Bacteriological Sampling & Analysis

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Water Utility Services, Inc.** (the “Company”), with an office at **21615 Rhodes Rd, Spring, Texas 77388**. City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **February 14, 2025 through February 13, 2026, with Two (2) additional one-year renewal options remaining**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with Thirty days (30) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL

This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$175,000.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer’s Liability	\$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

P.O. Box 2628
Spring, TX 77383

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

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

AGREED to and ACCPETED this 5 day of February, 2025.

Water Utility Services, Inc.
Company

[Signature]
Signature

Steve Grychka
Print Name

President
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A

Water Utility Services, Inc.

**P.O. Box 2628
Spring, Texas 77383
281-290-0704**

City of Tomball

Chemical	2025 Cost/gallon
Aquamag 9100	\$12.00
Thioguard	\$5.20
Chemical	Cost/unit
Calcium Hypochlorite 100 lb	\$295.00

Water Utility Services, Inc.

P.O. Box 2628
 Spring, Texas 77383
 281-290-0704

Bacteriological Sampling & Analysis 2025 Pricing

Routine:

Quantity	Price \$
1	63.00
2	97.00
3	121.00
4	147.00
5	178.50
6	244.00
7	269.00
8	294.00
9	325.50
10	357.00
11	415.00
12	441.00
13	478.00
14	507.00
15	535.50
20	714.00
25	892.50

Specials:

Quantity	Price \$ Each
1	68.00
Same Day	100.00
16hr Rush	168.00
Fees	Price
After-Hours Fee	200.00
Holiday Fee	300.00

Nitrification Sampling & Analysis

Price \$ Each
110.00

Routine Samples Note:

Samples quantities are based per trip, should a system require 6 samples on the same day each sample will be \$36.00 each.

Specials Sample Note:

* Pricing is for first initial sample each additional sample is \$60.00 per sample.

**Any results requiring weekend or holiday notification will be charged at the appropriate rate on a daily basis.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve a professional services agreement with Raba Kistner for annual gas monitoring for the closed landfill for a not-to-exceed amount of \$20,695, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.

Background:

Raba Kistner is an engineering consultant and program management firm that provides the City with annual gas and ground water monitoring and reporting for the closed City of Tomball landfill in accordance with post-closure care and monitoring requirements as required by the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit number 1140A.

Based on the City’s adopted Procurement Policy, City Council approval is required for individual or aggregate vendor purchases exceeding \$50,000. The annual spend for the vendor, Raba Kistner, will exceed \$50,000 during fiscal year 2024-2025. Policy compliance with the Purchasing and Bidding Policy, staff is requesting approval of the professional services agreements relating to the post-closure care and monitoring of the City of Tomball landfill.

Raba Kistner will provide both gas and groundwater monitoring and reporting related to the requirements of our TCEQ MSW permit for the closed landfill under two separate contracts. The total amount for both contracts is \$61,590.

Landfill Service	Amount
Gas Monitoring & Reporting	\$20,695
Groundwater Monitoring & Reporting	\$40,895
Total Annual Expenditure	\$61,590

Staff is requesting to approve the professional services agreement for the annual gas monitoring for a not-to-exceed amount of \$20,695.

Origination: Project Management

Recommendation:

Staff recommends approving the professional services agreement for the annual gas monitoring for the closed City of Tomball landfill for a not-to-exceed amount of \$20,695.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-155-6304

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

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

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 0000-10038
CITY OF TOMBALL
GAS MONITORING CITY OF TOMBALL CLOSED LANDFILL**

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

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

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

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

**SECTION I.
SCOPE OF AGREEMENT**

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

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

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

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

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

**SECTION IV.
TIME FOR PERFORMANCE**

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

**SECTION V.
COMPLIANCE AND STANDARDS**

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

**SECTION VI.
INDEMNIFICATION**

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

**SECTION VII.
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$20,695, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

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

**SECTION IX.
TERMINATION**

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

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

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

Raba Kistner
Attn: Richard V. Klar, P.G.
12821 W. Golden Lane
San Antonio, TX & 78249

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

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

**SECTION XI.
LIMIT OF APPROPRIATION**

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

**SECTION XII.
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

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

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.
CONFLICTS OF INTEREST**

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

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

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

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

EXECUTED on this ___ day of _____, 2025.

Raba Kistner:



Name: Richard V. Klar
Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

Proposal No. PSF25-008-00
January 28, 2025



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

12821 W. Golden Lane
San Antonio, TX 78249

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for 2025 Landfill Gas Monitoring
Closed City of Tomball Landfill
Tomball, Harris County, Texas
MSW Permit No. 1140A
RN102120755/CN600667190**

Dear Mr. Huffman:

Raba Kistner, Inc. (RKI) is pleased to submit this proposal to the City of Tomball (CLIENT) to conduct annual post-closure landfill gas monitoring and reporting for the closed City of Tomball (CoT) landfill, Municipal Solid Waste (MSW) Permit No. 1140A, which is located east of Rudolph Road and north of East Hufsmith Road within the City of Tomball, Harris County, Texas (hereinafter referred to as the FACILITY). As directed by the Texas Commission on Environmental Quality (TCEQ) in correspondence dated March 29, 2018, the FACILITY is officially designated to be in landfill gas (LFG) “detection” monitoring status. Monitoring activities are required on a quarterly basis at seven existing landfill gas detection probes (LGDPs) and 13 ambient air monitoring stations installed/established along and beyond the FACILITY perimeter.

This proposal defines the scope of services, total project cost, and terms and conditions for the performance of quarterly LFG monitoring and annual reporting for both landfill gas monitoring to be conducted throughout the 2025 post-closure period.

SCOPE OF WORK

RKI proposes to conduct quarterly LFG monitoring activities to maintain compliance with the applicable regulatory requirements. In the absence of any non-compliance conditions throughout the program (e.g., methane exceedance at perimeter LGDP, which serve as regulatory points of compliance for the FACILITY), **RKI** will prepare and submit to the TCEQ MSW Permits Section on behalf of the City of Tomball an annual monitoring report presenting collective LFG data, monitoring findings, and recommendations pertaining to LFG management during execution of and following the completion of the 2025 LFG monitoring program.

The following scope of work was developed based upon our understanding of 2021 LFG monitoring requirements for the FACILITY pursuant to the TCEQ-approved Landfill Gas Management Plan (i.e., **RKI Project No. ASF06-456-35, dated January 18, 2017**), our past performance on this project, and applicable regulatory requirements (i.e., *Title 30 of the Texas Administrative Code, Chapter 330 § 330.371(k)*)/ directives administered by the TCEQ.

TASK 1 – 2025 Landfill Gas Monitoring

The proposed 2025 LFG monitoring program will include the performance of field activities associated with four comprehensive quarterly LFG monitoring events. During each LFG monitoring event, LFG constituents (i.e., methane, hydrogen sulfide, carbon dioxide and oxygen) concentrations in air will be measured with pre-calibrated instruments at the tops of casings at the 43 landfill gas vents (LGVs), seven landfill gas detection probes (LGDPs) and 12 passive soil vapor extraction vents (SVEs), as well as at the 13 ambient air monitoring stations located within, at, and beyond the FACILITY permit boundaries. Landfill gas measurements will also be obtained at existing groundwater monitoring wells in a manner consistent with past monitoring programs for informational purposes only. LFG monitoring activities will be conducted in accordance with previously established procedures pursuant to above-referenced §330.371 (k) requirements and procedures called out in Section 6 of the Landfill Gas Management Plan.

For budgetary purposes, costs associated with the scope of services described herein were developed with the assumption that a total of four quarterly LFG monitoring events will be conducted at the FACILITY throughout 2025. In the event that methane gas concentrations exceeding 5% volume in air are measured at any of the seven perimeter LGDPs in conjunction with quarterly LFG monitoring efforts, RKI will prepare a scope of work and estimated costs under a separate cover for TCEQ, local authority and adjacent landowner notification, in addition to an increased (i.e., monthly) perimeter LFG monitoring frequency, as required by 30 TAC, §330.371 (k)(1).

TASK 2 – 2025 Landfill Gas Reporting

After completion of the 2025 LFG monitoring program, **RKI** will prepare and submit to the TCEQ on behalf of CLIENT an annual report documenting the LFG monitoring activities and findings. In a manner similar to previous LFG reporting, this annual report will additionally provide a summary of automated LGV leachate recovery and disposal activities. On the basis of collective LFG monitoring data and TCEQ directives, **RKI** will offer recommendations to the CoT for continued FACILITY perimeter methane gas management/control and/or remediation strategies, as applicable.

Unless otherwise directed, **RKI** will prepare and submit one original report hardcopy and one copy to the TCEQ MSW Permits Section. Additionally, one copy of each report will be submitted to the TCEQ Region 12 office located in Houston, Texas. Original hardcopies and electronic versions of the reports will be provided to the City of Tomball Director of Public Works for consideration and inclusion in the FACILITY operating record.

For budgetary purposes, costs associated with the scope of services described herein were developed with the assumption that quarterly perimeter LFG monitoring results will be provided in the annual 2025 landfill gas monitoring and leachate recovery report. In the event that methane gas concentrations exceeding 5% volume in air are measured at any of the seven perimeter LGDPs in conjunction with quarterly LFG monitoring efforts, RKI will prepare a scope of work and estimated costs under a separate cover for quarterly LFG monitoring reporting, if directed by the TCEQ.

COST AND SCHEDULE

RKI will provide the scope of services described above for a **LUMP SUM fee of \$20,695.00**. Authorized additional costs, if requested by CLIENT and/or directed by the TCEQ, will be billed in accordance with our standard fees for professional services and at the unit rates for equipment shown on the attached Schedules of Fees for Professional Services. *To minimize project costs, to the extent practicable quarterly LFG monitoring activities in 2025 will be scheduled to coincide with other **RKI** post-closure field activities (e.g., semiannual groundwater monitoring).*

Pending CLIENT approval, the field activities described above will be performed quarterly with annual monitoring report delivery to CLIENT and submittal to the TCEQ in early 2026.

ASSUMPTIONS

The following assumptions were made with regard to the scope of work and services described herein:

- Upon scheduling notification provided to the CoT by **RKI**, CLIENT will provide access to the FACILITY and its surroundings as necessary to perform the monthly LFG monitoring activities described above. It is assumed that weather conditions and/or other health and safety or FACILITY considerations during the scheduled monitoring events will not preclude or inhibit the effective execution of the proposed scope of services.
- Additional TCEQ MSW Permits Section directives pertaining to the proposed 2025 LFG monitoring program are not addressed as part of the scope of services described herein. **RKI** will provide appropriate proposal(s) at CLIENT's request following receipt of TCEQ directives following their review of the 2024 Annual Landfill Gas Monitoring and Leachate Recovery Report.
- Costs provided assume a quarterly frequency of LFG monitoring events and that the number of LFG monitoring points proposed above will remain roughly constant throughout 2025.

ACCEPTANCE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with the project scope.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract, upon its acceptance, will be performable in Harris County, Texas.

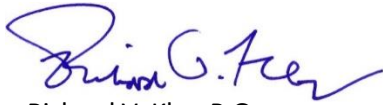
RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Anthony J. Krupa
Environmental Geologist



Richard V. Klar, P.G.
Vice President
Geosciences Practice Leader

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

PMS/RVK/law

Attachments:

- I – Standard Terms and Conditions
- II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)
Ms. Meagan Mageo – City of Tomball (1 Electronic PDF Copy)



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve a professional services agreement with Raba Kistner for annual groundwater monitoring for the closed landfill for a not-to-exceed amount of \$40,895, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.

Background:

Raba Kistner is an engineering consultant and program management firm that provides the City with annual gas and ground water monitoring and reporting for the closed City of Tomball landfill in accordance with post-closure care and monitoring requirements as required by the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit number 1140A.

Based on the City’s adopted Procurement Policy, City Council approval is required for individual or aggregate vendor purchases exceeding \$50,000. The annual spend for the vendor, Raba Kistner, will exceed \$50,000 during fiscal year 2024-2025. To ensure compliance with the Purchasing and Bidding Policy staff is requesting approval of the professional services agreements relating to the post-closure care and monitoring of the City of Tomball landfill.

Raba Kistner will provide both gas and groundwater monitoring and reporting related to the requirements of our TCEQ MSW permit for the closed landfill under two separate contracts. The total amount for both contracts is \$61,590.

Landfill Service	Amount
Gas Monitoring & Reporting	\$20,695
Groundwater Monitoring & Reporting	\$40,895
Total Annual Expenditure	\$61,590

Staff is requesting to approve the professional services agreement for the annual groundwater monitoring for a not-to-exceed amount of \$40,895.

Origination: Project Management

Recommendation:

Staff recommends approving the professional services agreement for the annual groundwater monitoring for the closed City of Tomball landfill for a not-to-exceed amount of \$40,895.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-155-6304

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

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

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 0000-10039
CITY OF TOMBALL
GROUNDWATER MONITORING CITY OF TOMBALL CLOSED LANDFILL**

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

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

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

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

**SECTION I.
SCOPE OF AGREEMENT**

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

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

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

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

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

**SECTION IV.
TIME FOR PERFORMANCE**

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

**SECTION V.
COMPLIANCE AND STANDARDS**

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

**SECTION VI.
INDEMNIFICATION**

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

**SECTION VII.
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$40,895, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

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

**SECTION IX.
TERMINATION**

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

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

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

Raba Kistner
Attn: Richard V. Klar, P.G.
12821 W. Golden Lane
San Antonio, TX & 78249

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

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

**SECTION XI.
LIMIT OF APPROPRIATION**

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

**SECTION XII.
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

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

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.
CONFLICTS OF INTEREST**

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

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

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

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

EXECUTED on this ___ day of _____, 2025.

Raba Kistner:



Name: Richard V. Klar
Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

Proposal No. PSF25-007-00
January 28, 2025



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

12821 W. Golden Lane
San Antonio, TX 78249

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

**RE: Proposal for 2025 Groundwater Monitoring
Closed City of Tomball Landfill
Tomball, Harris County, Texas
MSW Permit No. 1140A
RN102120755/CN600667190**

WWW.RKCI.COM

Dear Mr. Huffman:

Raba Kistner, Inc. (RKI) is pleased to submit this proposal to the City of Tomball (CLIENT) to conduct semiannual post-closure groundwater monitoring at the City of Tomball Landfill, Municipal Solid Waste (MSW) Permit No. 1140A, located east of Rudolph Road and north of East Hufsmith Road within the City of Tomball, Harris County, Texas (hereinafter referred to as FACILITY). As described herein, following from recommendations developed in conjunction with the 2024 Annual Groundwater Monitoring Program, it is proposed that monitoring efforts be continued at 10 existing (permitted) monitoring wells (i.e., MW-2A, MW-3, MW-4, MW-5, MW-6, and MW-12 through MW-16) and four existing (assessment) wells (i.e., MW-7, MW-9, MW-10, and MW-11) in accordance with established post-closure monitoring requirements.

This proposal defines the scope of services, total project cost, and terms and conditions pertaining to the performance of continued semiannual groundwater monitoring and annual report preparation pursuant to Texas Commission on Environmental Quality (TCEQ) requirements for the 2025 post-closure monitoring program.

PROJECT DESCRIPTION

The closed City of Tomball (CoT) landfill is currently subject to TCEQ MSW Permits Section requirements for post-closure monitoring of the uppermost groundwater-bearing unit (GBU) beneath the FACILITY. Groundwater monitoring at the FACILITY is typically performed at a total of 14 monitoring wells on a semiannual basis, with findings reported to the TCEQ on behalf of CLIENT on an annual basis.

In a manner similar to the recently-completed 2024 program, **RKI** proposes to conduct semiannual groundwater monitoring and sampling activities at the FACILITY and coordinate the requisite analytical testing and results reporting as necessary to prepare an annual report of findings. Additionally, we will conduct and report on an annual inspection of the FACILITY in March or April 2025 by a Professional Engineer (P.E.) licensed in the State of Texas, as required by the TCEQ MSW Permits Section. The scope of work described herein was developed based upon our understanding of current FACILITY post-closure

groundwater monitoring requirements, our past performance on this project, and applicable regulatory requirements administered by the TCEQ Municipal Solid Waste Division (i.e., *Title 30 of the Texas Administrative Code [30 TAC], Chapter 330*).

TASK 1 – Groundwater Sampling Activities

RKI will conduct two semiannual groundwater monitoring events, which will be tentatively scheduled for June and December 2025. Field activities will include monitoring well inspection and water level gauging, groundwater purging, in addition to the collection of representative groundwater and quality assurance/quality control samples at a total of 14 existing monitoring wells in accordance with the FACILITY's TCEQ-approved *Groundwater Sampling Standard Operating Procedures, dated 1992*.

As approved by the TCEQ on January 25, 2007, **RKI** will submit properly preserved groundwater samples for laboratory analysis of VOCs (including chlorinated solvents and petroleum hydrocarbons), in addition to the following groundwater quality parameters: pH, specific conductance, total dissolved solids, sulfate, nitrate, chloride and total organic carbon. Purged groundwater generated during well sampling will be disposed at the adjacent CoT wastewater treatment plant.

TASK 2 – Annual Groundwater Monitoring Reporting

Following receipt of laboratory-reported semiannual groundwater analytical results, **RKI** will prepare and submit to the TCEQ on behalf of CLIENT an annual report in the required format documenting 2025 groundwater monitoring activities, results, findings and recommendations. The annual groundwater monitoring report will include, at a minimum, the following primary elements:

- Site Plan indicating the existing FACILITY groundwater monitoring well network;
- Summary of historical and 2025 uppermost GBU groundwater elevation (gauging) data;
- Interpretive potentiometric surface maps for both semiannual groundwater monitoring events;
- Summary of historical and 2025 groundwater testing results;
- TCEQ MSW Permits Section Groundwater Sampling Reports for both semiannual events;
- Reports of laboratory analyses/chain-of-custody documentation for both monitoring events; and
- Recommendations for the FACILITY 2026 post-closure groundwater monitoring program.

Unless otherwise directed, **RKI** will prepare and submit one original report hardcopy and one report copy to the TCEQ MSW Permits Section. Additionally, one report hardcopy will be submitted to the TCEQ Region 12 office located in Houston, Texas. Original hardcopies and an electronic (PDF) version of the report will also be prepared and provided to the CoT Director of Public Works.

TASK 3 – Annual Inspection and Reporting

In accordance with MSW Permit No. 1140A requirements set forth in *Section 3.3.11*, a **RKI** P.E. currently licensed with the State of Texas will conduct an annual inspection of the FACILITY utilizing an inspection report form specific to the FACILITY that was previously adapted from applicable U.S. Environmental Protection Agency (EPA) templates. The comprehensive inspection, which will be performed on foot and documented with photographs, will address all major categories of potential post-closure concern (i.e.,

cap maintenance, erosion control, condition of FACILITY infrastructure [landfill gas vents and probes, groundwater monitoring well network, etc.], site access, etc.). Primary categories of potential post-closure concern will be recorded on the inspection report form to document inspection findings and provide a basis for associated engineering recommendations to the CoT.

The brief letter report signed and sealed by the P.E., describing inspection methods and findings and offering associated recommendations (and with supporting documentation attached), will be prepared and submitted to the CoT for placement in the FACILITY operating files. The report will include a description of the FACILITY and inspection methods; inspection findings documented on (i) the inspection report form, (ii) a FACILITY map, and (ii) photographs provided as attachments; in addition to associated engineering recommendations.

It is possible that the TCEQ may elect to independently inspect the FACILITY at some point during the 2025 post-closure care period. If requested by the CoT or TCEQ in conjunction with a FACILITY inspection, copies of the 2024 inspection report will also be submitted to the TCEQ Municipal Solid Waste Permits Section and/or Region 12 offices.

COST AND SCHEDULE

RKI will provide the above scope of services for a **LUMP SUM FEE of \$40,895.00**. In the event that additional services are requested by CLIENT and/or necessary to comply with TCEQ directives, **RKI** will provide a cost estimate under separate cover and solicit authorization from CLIENT before proceeding with additional work. Authorized additional costs will be billed in accordance with our standard fees for professional services and at the unit rates for equipment shown on the attached Schedules of Fees for Professional Services.

Pending CLIENT approval, semiannual groundwater monitoring activities described above will be conducted in June and December 2025, with annual report delivery to CLIENT and submittal to the TCEQ during the first quarter of 2026. In a manner similar to the 2024 post-closure care program, the annual landfill inspection will be conducted in March or June 2025.

ASSUMPTIONS

The following assumptions were made regarding the proposed scope of services and associated costs:

- Upon scheduling notification provided by **RKI**, CLIENT will provide access to the FACILITY, its surroundings and the CoT wastewater treatment plant as necessary to perform the groundwater monitoring activities described above. It is assumed that weather conditions and/or other health and safety or FACILITY considerations during the scheduled monitoring events will not preclude or inhibit the effective execution of the proposed scope of services.
- Costs for analytical testing are predicated a standard (10 business day) turnaround time.

- Costs assume that additional directives pertaining to the FACILITY groundwater monitoring program involving additional groundwater sampling, testing or reporting will not be forthcoming as a result of TCEQ MSW Permits Section review of the 2024 Annual Groundwater Monitoring Report.

ACCEPTANCE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with the project scope.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract, upon its acceptance, will be performable in Harris County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Anthony J. Krupa, GIT
Environmental Geologist



Richard V. Klar, P.G.
Vice President
Geosciences Practice Leader

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

AJK/RVK/law

Attachments:

- I – Standard Terms and Conditions
- II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)
Ms. Meagan Mageo – City of Tomball (1 Electronic PDF Copy)



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.

21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.

22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.

25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.

26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Approve an agreement extension with Tomball Little League for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex.

Background:

The City entered into an agreement with Tomball Little League (TLL) in March 2020 for a five (5) year term for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex.

Tomball Little League is an organized sports program recognized by Little League International. TLL has been running the little league program at Wayne Stovall for over ten (10) years and staff has developed a trusted relationship with their board and maintenance crew.

The agreement with TLL expires on March 2, 2025, and staff is requesting to renew the agreement for an additional five (5) years. The agreed amendment will be based on the same terms and conditions, with no changes. Pursuant to the agreement, Tomball Little League will be responsible for providing all equipment necessary for operation and necessary maintenance of the fields to ensure they are kept in good operating condition. As part of this agreement, TLL is responsible for all electricity cost for the complex and utilities in excess of \$25,000 for water and wastewater.

Origination: Project Management

Recommendation:

Staff recommends approving an agreement extension for five (5) years with Tomball Little League for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex.

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
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated March 3, 2025

BETWEEN:

Tomball Little League

-AND-

The City of Tomball

Background

1. Tomball Little League (“Licensee”) and the City of Tomball (“Licensor”) entered into a License Agreement (the “Agreement”) dated March 2, 2020, for the maintenance and operation of the baseball fields and facilities at Wayne Stovall Sports Complex.
2. The Parties desired to amend the Contract on the terms and conditions set forth in this Amending Agreement (the “Agreement”).
3. This Agreement is the first amendment to the Agreement.
4. References in this Amending Agreement are reflected in the Amendment as attached in Exhibit A.

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

Amendments

The Agreement is amended as follows:

1. The Amending Agreement will extend the term of the Agreement five (5) years beginning March 3, 2025, and expiring March 2, 2030.
2. Removes the following language from 2(a):
“It is the responsibility of the Tomball Little League to initiate any and all upward modifications to the utility reimbursement sum for changes in the Consumer Price Index (CPI). The City will consider a modification no more than once per year during the term of the Agreement Year. Tomball Little League shall submit a request for a CPI adjustment to the utilities reimbursement sum by June 1st of each year. Tomball Little League must receive approval from the City for the increase, which approval shall not be unreasonably held.”

Tomball Little League's request for an adjustment in utilities reimbursement sum for the CPI shall be calculated as follows:

- i. Tomball Little League shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy, Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of then current year and the published final June CPI index of the immediately preceding year (the "CPI Component");
- ii. The CPI Component multiplied by the then current utilities reimbursement sum to determine the adjustment commencing October 1 of the current Agreement Year, such adjustment shall not exceed five percent (5%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

No Other Changes

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

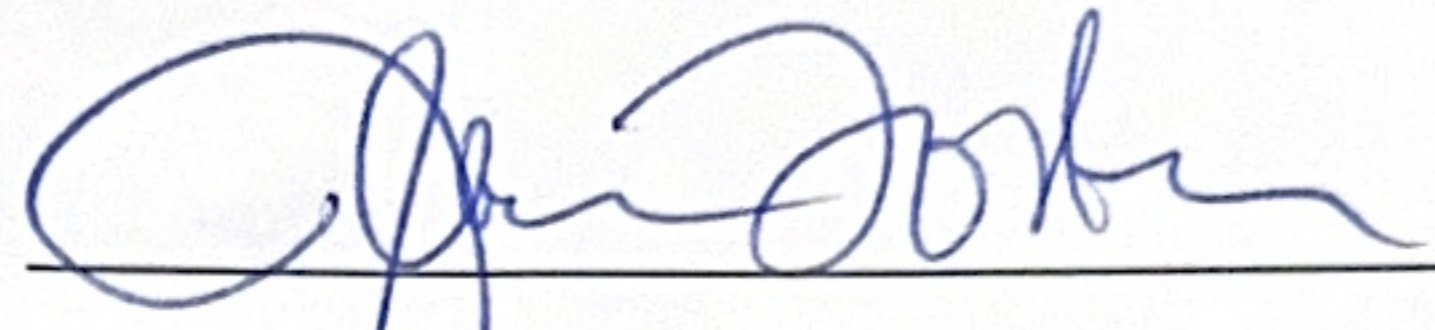
Governing Law

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

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the ____ February, 2025.

Witness: _____

Date: _____



Signed: Jeanne Foster, President

Date: 2/15/2025

Attest: Tracylynn Garcia, City Secretary

Date: _____

Signed: David Esquivel, City Manager

Date: _____

[Faint, mostly illegible text from the reverse side of the page, including phrases like 'THIS LICENSE AGREEMENT...', 'The primary term of this License Agreement...', and 'It is the agreement of the City and League...']

EXHIBIT A

LICENSE AGREEMENT BETWEEN THE CITY OF TOMBALL AND TOMBALL LITTLE LEAGUE

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

THIS LICENSE AGREEMENT is entered into on the date as hereinafter written above the signatures and is effective on the 2nd day of March, 2020, between the CITY OF TOMBALL, TEXAS herein called "Licensor", and TOMBALL LITTLE LEAGUE, an organization existing and operating pursuant to a constitution issued by Little League International, herein called "Licensee." Licensee is permitted to occupy and use for the playing of Little League baseball and for no other use without express written permission from the Licensor, the following real estate located in the City of Tomball, State of Texas, which real estate is that particular area which is commonly known as the Wayne Stovall Sports Complex, and the area around Wayne Stovall Sports Complex necessary for Licensee to operate said fields for the playing of Little League baseball (Exhibit A).

TERM

The primary term of this License Agreement shall be for a period of sixty (60) months, commencing from the effective date of this License Agreement as heretofore set forth. Either party may cancel this License Agreement by giving notice of cancellation to the other party, which cancellation shall take effect thirty (30) days after the date of the notice. **The City of Tomball and Tomball Little League further agree that this License Agreement shall terminate immediately, without the need for any form of notice from either party, upon the cancellation or the failure by Tomball Little League to obtain or maintain liability insurance as required by this License Agreement.**

EQUIPMENT

It is the agreement of the Licensor and Licensee facilities that the Licensee shall provide all equipment necessary to operate said Wayne Stovall Sports Complex. Licensee shall provide lights, poles, fences, concession stands, parking facilities, baseball diamonds, and all other facilities which are necessary for the operation of said fields. No major modifications may be made to building or additions of fixed structures without City of Tomball approval.

LICENSE PAYMENTS

The license payments to be paid by the Licensee under the terms and conditions of this License Agreement, shall be the performance of the covenants and conditions set forth herein.

In consideration for this License Agreement, the Licensee agrees to perform the following services and to accept the following obligations during the term of this License Agreement:

1. The Tomball Little League shall perform necessary maintenance on the fields that is commiserate with the demands of the operations of the fields and that is necessary in order to keep the fields in good condition and operating for the purpose for which they were intended. Maintenance shall include the responsibility for maintaining in good working condition all of the facilities currently located at the Wayne Stovall Sports Complex and to be added thereto. This shall also include mowing the fields and the contiguous ditches during the off season, repairing and replacing lights.
2. Utilities:
 - a. The City of Tomball will pay up to a total each year of \$25,000.00 toward all of the City utilities used at the Wayne Stovall Sports Complex. This \$25,000.00 shall be paid towards the water, sewer and trash. The year referred to is the fiscal year of the City of Tomball, from October 1 of each year through September 30 of the following year. All of the utilities shall be placed in the name of the City of Tomball; the City of Tomball will then bill the Tomball Little League for any excess usage. The billing will be done at the end of each fiscal year and the payment is due from the Tomball Little League to the City of Tomball within 90 days of the end of the fiscal year.

It is the responsibility of the Tomball Little League to initiate any and all upward modifications to the utility reimbursement sum for changes in the Consumer Price Index (CPI). The City will consider a modification no more than once per year during the term of the Agreement, during the month of October of each Agreement Year. Tomball Little League shall submit a request for a CPI adjustment to the utilities reimbursement sum by June 1st of each year. Tomball Little League must receive approval from the City for the increase, which approval shall not be unreasonably withheld.

Tomball Little League's request for an adjustment in utilities reimbursement sum for the CPI shall be calculated as follows:

- i. Tomball Little League shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States

Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the "CPI Component");

- ii. The CPI Component multiplied by the then current utilities reimbursement sum to determine the adjustment commencing October 1 of the current Agreement Year, such adjustment shall not exceed five percent (5%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

- b. The Tomball Little League will be responsible to pay for all electricity used at the Wayne Stovall Sports Complex.

3. The Tomball Little League shall have the exclusive right to operate the fields in support of the Tomball Little League Program.

Licensee shall agree to abide by, and enforce during the term of this License Agreement, all rules and regulations of the Little League baseball association, both local and/or state, and/or national level.

AUTHORITY

Tomball Little League exists and operates pursuant to a constitution issued by Little League International. A true and correct copy of such constitution is attached hereto as Exhibit "B." Accordingly, Tomball Little League warrants and represents that it has the authority to enter into this License Agreement and that all approvals of the Board of Directors of Tomball Little League have been obtained.

INSPECTION

The City of Tomball shall have the right to inspect all facilities subject to the License Agreement on an annual basis upon reasonable notice to Tomball Little League.

MONTHLY REPORTS; EXAMINATION OF RECORDS

All contracts, paper, correspondence, copies, books, accounts and other information relating to operation of Little League programs on the property subject to this License Agreement shall be subject to inspection and examination by an authorized representative of the City of Tomball at all reasonable times. Additionally, Tomball Little League shall provide a complete accounting of all funds received and all funds disbursed to the City of Tomball on a monthly basis. This report shall be provided no later than the 15th day of the month and such report shall detail the activities of the previous month. Additionally, Tomball Little League shall

provide to the City a complete copy of the minutes of each meeting of the Tomball Little League's Board of Directors. The copy of these minutes shall be submitted to the City no later than ten (10) days after such meeting.

INSURANCE

The Licensee shall maintain insurance to cover its activities upon the premises and any and all of its occupants of said premises and name the City of Tomball as an additional insured. A copy of such insurance policy shall be provided to the City of Tomball. All insurance policies required herein shall also provide that such insurance shall not be canceled or materially changed without a minimum of thirty (30) days written notice to the City. In the event that Licensee is self-insured, the Licensee shall provide the City of Tomball the same proof of financial responsibility which is necessary to be provided to the State of Texas for someone who is self-insured in the State of Texas.

INDEMNIFICATION

Tomball Little League agrees to indemnify, defend, protect, and hold harmless the City of Tomball, its officers, agents, representatives, and employees from and against any and all claims, losses, demands, and expenses, including costs of court and reasonable attorneys' fees on account of illness or injury to persons, including death, or loss of or damage to property which may in any way result from, grow out of, or arise in connection with the use of Wayne Stovall Sports Complex under this License Agreement where such injury, illness, death, loss or damage is caused, or alleged to have been caused, in whole or in part by the negligent act or omission or any willful wrongdoing of the Tomball Little League, its officers, directors, agents, representatives, or employees.

TERMINATION

As heretofore set forth, either party hereto may terminate this License Agreement or all agreements contained herein, without cause, upon thirty (30) days' written notice to the other party hereto.

NOTICE

Any notice required or permitted to be given by the Licensor to the Licensee under this agreement must be given by certified or registered U.S. Mail, postage prepaid, return receipt requested, addressed to:

Licensor: City of Tomball
City Manager
401 Market Street,
Tomball, Texas 77375

Licensee: Tomball Little League
PO Box 1416
Tomball, Texas 77375

Notices mailed as aforesaid shall be deemed given upon deposit in the U.S. Mail.

ENTIRE AGREEMENT

This License Agreement constitutes the sole and only agreement among the Licensor, Licensee and any agreements or representations respecting said Wayne Stovall Sports Complex and the License thereof not expressly set forth in this License Agreement are null and void.

ASSIGNMENT OF LICENSE AGREEMENT

This License Agreement shall not be assignable and shall not inure to the benefit of any others, other than the named Licensee herein.

LAW GOVERNING AGREEMENT


This agreement shall be governed by and construed in accordance with the laws of the State of Texas and any action on this agreement shall be in the courts of Harris County, Texas.

REPRESENTATION OF OWNERSHIP

The City of Tomball, as Licensor, is not claiming to have good and indefeasible title, but is in fact denying good and indefeasible title to the licensed premises. Licensor alleges that Licensor has the right to license said premises due to Licensor owning the majority interest in said premises and Licensor having acquired said premises in its entirety by a deed which was obtained through use and possession. In the event of a suit alleging ownership of said land in the form of a suit to quiet title or trespass to try title suit, then Licensor shall defend title to said premises. If Licensor does not prevail, then Licensor shall be relieved from any further obligation pursuant to this License Agreement.

WITNESS OUR HANDS, this 2nd Day of March, 2020.

LICENSEE:
TOMBALL LITTLE LEAGUE

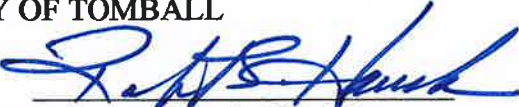
By: 
Title: Tomball Little League President

ATTEST:




By: Melissa Cardo
Title: Secretary

LICENSOR:
CITY OF TOMBALL

By: 
Robert S. Hauck, City Manager

ATTEST:


By: Doris Speer
Title: City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 3, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-09, an Ordinance Repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, in its Entirety and Adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees; 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; and Providing an Effective Date.

Background:

Funding was allocated in the FY 2022-2023 budget to complete required updates to the Water and Wastewater Master Plans. The updates were completed by Freese & Nichols Inc. and included updates on the impact fees for water and wastewater. In November 2023, the updated master plans were adopted by City Council which included the current imposed impact fees.

As part of the update, staff began reviewing the City’s current impact fee ordinance, Chapter 46, Article IV. During this process, staff worked with our consultant and City Attorney to make required updates to our current ordinance to adhere to Chapter 395 of Texas Local Government Code. Following updates the recommendation was to appeal Chapter 46, Article IV in its entirety and adopt a revised ordinance to address current City policy and procedures, as well as regulations set forth in Chapter 395.

Pursuant to Chapter 395 of the Local Government Code, Ordinance No. 2025-09 will be adopted to repeal Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees and adopt Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees.

Origination: Project Management

Recommendation:

Adopt Ordinance No. 2025-09 on First Reading, repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees and adopt Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees.

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2025-09

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY REPEALING CHAPTER 46, ARTICLE IV – WATER, WASTEWATER, AND DRAINAGE CAPITAL RECOVERY FEES, IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 46, ARTICLE IV – WATER, WASTEWATER, AND DRAINAGE IMPACT FEES; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball has reviewed and evaluated its current impact fee ordinance for water, wastewater, and drainage; and

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest to adopt updated regulations as it pertains Chapter 46, Article IV to align with the regulations set forth in Chapter 395 of Texas Local Government Code; now therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, previously adopted on March 17, 2003 by Ordinance No. 2003-02, in its entirety. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees, attached hereto and incorporated herein by this reference for all purposes.

Section 4. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the solid waste contract executed between the City and contractor. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

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 **xxTH** DAY OF **MONTH** 2025.

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE **XXST** DAY OF **MONTH** 2025.

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

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Tracylynn Garcia, City Secretary
City of Tomball

Chapter 46 – UTILITIES

ARTICLE IV. WATER, WASTEWATER, AND DRAINAGE IMPACT FEES

DIVISION 1. GENERALLY

Sec. 46-144. Intent.

This article is intended to impose water, wastewater, and drainage facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated service areas are as identified in the Water and Wastewater Impact Fee Study and Drainage Impact Fee Study

(Code 1993, § 82-132; Ord. No. 2003-02, § 2(82-132), 3-17-2003)

Sec. 46-145. Authorization.

- (a) The City is authorized to enact the ordinance from which this article is derived in accordance with V.T.C.A., Local Government Code Ch. 395, which authorizes home rule cities, among others, to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and by the City Charter.
- (b) The provisions of this article shall not be construed to limit the power of the city to adopt such article pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth in this ordinance, either in substitution of or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

(Code 1993, § 82-133; Ord. No. 2003-02, § 2(82-133), 3-17-2003)

Sec. 46-146. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Area-related facility means a capital improvement or facility expansion which is designated in the capital improvements plan and which is not a site-related facility. The term "area-related facility" may include a capital improvement which is located off site, within or on the perimeter of the development site.

Assessment means the determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

Building permit means written permission issued by the city for the construction, repair, alternation or addition to a structure.

Capital construction cost of service means costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the city.

Capital improvements advisory committee or advisory committee means the advisory committee appointed by the City Council, consisting of at least five members who are not employees of the City, not less than 40 percent of which shall be representatives of the real estate, development or building industries, and including one member representing the extraterritorial jurisdiction of the City; or consisting of the planning and zoning commission, including one regular or ad hoc member who is not an employee of the City and which is representative of the real estate, development or building industry, and one representative of the extraterritorial jurisdiction area of the City; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of V.T.C.A., Local Government Code § 395.001 et seq., or its successor statute.

Capital improvements program or capital improvements plan (CIP) means the plan which identifies water, wastewater, and drainage capital improvements or facility expansions pursuant to which capital recovery fees may be assessed.

Certificate of occupancy means a certificate issued by the building official which certifies that all code-required systems have been inspected and are in compliance with the city codes and that the building may be occupied.

Commercial development means all development that is not residential.

Comprehensive plan (master plan) means the comprehensive long-range plan, adopted by the city council, which is intended to guide the growth and development of the city and which includes analysis, recommendations and proposals for the city regarding such topics as population, economy, housing, transportation, community facilities and land use.

Credit means the amount of the reduction of an impact fee for fees, payments, or charges for the same type of capital improvements for which the fee has been assessed.

Director means the City's Director of Public Works.

Drainage facility means those improvements or facility expansions to provide drainage service, including land or easements, more particularly described in the CIP.

Drainage facility expansion means expansion of the capacity of any existing drainage improvement identified in the CIP, for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of such existing drainage facility to serve existing development.

Drainage improvements plan means that portion of the CIP, as may be amended from time to time, which identifies the drainage facilities or drainage expansions and their associated costs, which are necessitated by and attributable to new development, and for a period not to exceed

ten years, and which are to be financed in whole or in part through the imposition of drainage facilities impact fees, pursuant to this article.

Facility expansion means the expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

Final subdivision plat means the map, drawing or chart on which is provided a subdivider's plan of a subdivision, and which has received final approval by the planning and zoning commission or the city council, and which is recorded with the office of the county clerk.

Growth-related costs means capital construction costs of service related to providing additional service units to new development, either from excess capacity in existing facilities, from facility expansions or from new capital facilities. The term "growth-related costs" does not include:

- (1) Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;
- (2) Repair, operation or maintenance of existing or new capital improvements or facility expansions;
- (3) Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
- (5) Administrative and operating costs of the city; and
- (6) Principal payments and interest or other finance charges on bonds or other indebtedness, except for such payments for growth-related facilities contained in the capital improvements program.

Impact Fee means the fee to be imposed upon new development, calculated based upon the costs of facilities in proportion to development creating the need for such facilities. The term "impact fee" does not include dedication of rights-of-way or easements, construction or dedication of site-related water distribution, wastewater collection, or drainage facilities required by other ordinances or this Code; or pro rata fees placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines or drainage facilities.

Land use assumptions means projections of changes in land uses, densities, intensities and population therein over at least a ten-year period, adopted by the city, as may be amended from time to time, upon which the capital improvement plan is based.

Multifamily residence means a structure on a single lot designed to accommodate more than one dwelling unit.

New development means a subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or

any use or extension of the use of land; or any of which increases the number of service units; or any new meter or request for size upgrade to existing meters.

Offset means the amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the city's subdivision regulations or requirements.

Residential development means a lot developed for use and occupancy as a single-family or multifamily residence, as authorized by Chapter 48 of the Code of Ordinances.

Service area means an area within the corporate boundaries and within the extraterritorial jurisdiction as defined by V.T.C.A., Local Government Code § 43.001, to be served by the water, wastewater, and drainage capital improvements or facilities expansions specified in the capital improvements program applicable to the service area.

Service unit means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions, expressed in service units equivalent.

Service Unit Equivalent means the equivalent to a water or wastewater connection for a single-family residence established by the safe maximum operating capacity for a given meter size.

Single-family residence means a single-family dwelling unit.

Site-related facility means improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water, wastewater, or drainage facilities to serve the new development, and which is not included in the capital improvements plan, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

Tap purchase means the filing with the City of a written application for a water or wastewater tap and the acceptance of applicable fees by the City. The term "tap purchase" shall not be applicable to a master water meter or master wastewater connection purchased from the City by a wholesale customer such as a water district, political subdivision of the state, or other wholesale utility customer; nor shall it be applicable to a meter purchased for and exclusively dedicated to fire protection.

Wastewater facility means improvement for providing wastewater service, including, but not limited to, land or easements, treatment facilities, lift stations or interceptor mains. The term "wastewater facility" excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities, and which are maintained in dedicated trusts. The term "wastewater facilities" also excludes dedication of rights-of-way or easements or construction or dedication of on-site wastewater collection facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Wastewater facility expansion means expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of an existing wastewater facility to serve existing development.

Wastewater improvements plan means that portion of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of wastewater facilities impact fees, pursuant to this article.

Water facility means an improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities or transmission mains. The term "water facility" excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities, and which are maintained in dedicated trusts. The term "water facilities" also excludes dedication of rights-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Water facility expansion means expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of an existing water facility to serve existing development.

Water improvements plan means that portion of the CIP, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of water facilities impact fees, pursuant to this article.

Wholesale customers means water or wastewater customers of the city's utilities which purchase utility service at wholesale rates for resale to their retail customers.

(Code 1993, § 82-134; Ord. No. 2003-02, § 2(82-134), 3-17-2003)

Sec. 46-147. Applicability of Impact Fees.

- (a) This article shall be uniformly applicable to new development which occurs within the water, wastewater, and drainage service areas, except for new development which occurs within the service areas of the City's wholesale customers. It shall be the policy of the City to revise contracts with wholesale customers, when the terms of current contracts are completed, to effectively charge wholesale customers impact fees for the new development within the wholesale customers' service area, such fees being equivalent to impact fees charged to retail customers of the City's utilities.
- (b) No new development shall be exempt from the assessment of impact fees. However, the City Council may determine that, for reasons of applicant hardship or for reasons of general community welfare, the applicable fees may be waived.

(Code 1993, § 82-135; Ord. No. 2003-02, § 2(82-135), 3-17-2003)

Sec. 46-148. Assessment and Collection of Impact Fees.

Impact fees imposed by this article shall be assessed and collected in accordance with the provisions of V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-136; Ord. No. 2003-02(82-136), § 2, 3-17-2003)

Sec. 46-149. Establishment of Water, Wastewater, and Drainage Service Areas.

- (a) Water, wastewater, and drainage service areas are hereby established as identified and described in the CIP.
- (b) The service areas shall be established consistent with any facility service area established in the CIP for each utility. Additions to the service area may be designated by the City Council consistent with the procedure set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-137; Ord. No. 2003-02, § 2(82-137), 3-17-2003)

Sec. 46-150. Land Use Assumptions.

Land use assumptions used in the development of the impact fees are hereby adopted and are more particularly described in the Water and Wastewater Impact Fee Study from which this section is derived and made a part of this article. These assumptions may be revised by the City Council according to the procedure set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-138; Ord. No. 2003-02, § 2(82-138), 3-17-2003; Ord. No. 2014-12 , § 2, 6-2-2014)

Sec. 46-151. Service Units.

- (a) Service units are established in accordance with generally accepted engineering and planning standards.
- (b) Service units for water and wastewater impact fees shall be calculated as follows:
 - a. For platted lots and for lots on which new development will occur without platting, and for which no water or wastewater meter has been purchased, service units are established as follows:
 - i. The developments impact on the water system will be determined by utilizing the safe maximum operating capacity of each meter, as defined by the manufacturer, to calculate the service unit equivalent (SUE) for all meters larger than ¾-inch. The SUE is the ratio of the safe maximum operating capacity for the larger meters to the safe maximum operating capacity of a ¾-inch meter.
 - b. Before issuance of a certificate of occupancy, service units shall be calculated based on service units equivalent as determined by the size of the water meters for the development, or, alternatively, based on the recommendation of the director as a result of an engineering report prepared by a qualified professional engineer licensed

to perform such professional engineering services in the state, which demonstrates the water meter size required for the new development.

- c. If the director determines that the water pressure in the city's transmission main is significantly higher or lower than standard pressure such that the size of the water meter is not indicative of actual service demand, the director may adjust the meter size to more accurately reflect the flow rate and the system pressure conditions.
 - d. If a fire demand meter (tap) is purchased for a property, the meter size utilized to calculate the number of LUEs shall be the dimension of the portion of the fire demand meter that reflects the meter size which would provide only domestic service to the property. Such reduced meter size shall then be utilized to calculate the number of LUEs.
 - i. The meter types used to calculate the number of LUEs shall be either simple or compound meters.
 - ii. To avoid the use of fire flow volumes for domestic usage, the owner of any property for which a fire demand meter is purchased shall be required to execute a restrictive covenant on a form approved by the city attorney, which covenant shall acknowledge the right of the city to assess such fees to subsequent owners of the property. Such covenant shall be executed prior to the purchase of the fire demand meter and shall be filed in the deed records of the county.
 - e. Upon issuance of certificate of occupancy for construction on lots for which no water meter has been purchased, service units shall be established by a professional engineer licensed in the state and shall be approved by the Director of Public Works.
- (c) A service unit for calculation of drainage impact fees shall be per developed acre.
- (d) The City Council may revise the service units designation according to the procedure set forth in V.T.C.A., Local Government Code Ch. 395, or its successor statute.

(Code 1993, § 82-139; Ord. No. 2003-02, § 2(82-139), 3-17-2003)

Sec. 46-152. Impact Fees per Service Unit.

The maximum allowable impact fee per service unit for each service area shall be computed by dividing the cost of required capital improvements identified in the capital improvements plan by the total number of service units attributed to new development during the impact fee eligibility period.

(Code 1993, § 82-140; Ord. No. 2003-02, § 2(82-140), 3-17-2003)

Sec. 46-153. Assessment of Impact Fees.

- (a) Impact fees are hereby assessed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Assessment of impact fees for new development shall be made as follows:

1. This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.
2. This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.
3. This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Texas Local Government Code Chapter 212, Subchapter A, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.
4. This subsection applies only to land platted in accordance with Texas Local Government Code Chapter 212, Subchapter A, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Texas Local Government Code Chapter 212, Subchapter A, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019 (Texas Local Government Code), if the political subdivision has water and wastewater capacity available:
 - i. the political subdivision shall collect the fees at the time the political subdivision issues a building permit;
 - ii. for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or
 - iii. a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an

application is filed for an individual meter connection to the political subdivision's water or wastewater system.

5. For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.
6. An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.
7. Notwithstanding Subsections (a)-(e) and Section 395.017 of the Texas Local Government Code, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

(Code 1993, § 82-141; Ord. No. 2003-02, § 2(82-141), 3-17-2003)

Sec. 46-154. Calculation of Impact Fees.

- (a) Following the request for new development as provided in section 46-153, or upon application for a building permit, the Ccity shall compute impact fees due for the new development in the following manner:
 - (1) Determine the meter size required to adequately service the development and reference the approved impact fee as adopted in the Water and Wastewater Impact Fee Study; and
 - (2) For drainage impact fees, determine the amount of acreage of each land use from the subdivision plat or appropriate document.
 - (3) The amount of each impact fee due for a new development, whether calculated at the time of final plat approval or at the time of building permit issuance, shall not exceed an amount as identified by V.T.C.A., Local Government Code Ch. 395, or its successor statute.
 - (4) Fee credits shall be subtracted as determined by the process prescribed in section 46-159.

(Code 1993, § 82-142; Ord. No. 2003-02, § 2(82-142), 3-17-2003)

Sec. 46-155. Collection of Impact Fees.

- (a) For all development platted after the effective date of the ordinance from which this article is derived, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.
- (b) For water and wastewater fees, if the city has water and wastewater capacity available, the impact fee shall be collected at the time the city issues a building permit or approves an application for a utility connection, whichever occurs first.
- (c) In areas where services are not currently available, fees may be assessed but may not be collected, except as provided by state law. Where state law requires a commitment by the city to commence construction of a capital improvement or facility expansion, and to have the service available within a specified time frame in order to collect the fees, the city manager is empowered to make this commitment on behalf of the city after consultation with the city's engineer.
- (d) A school district is not required to pay impact fees imposed under this article unless the board of trustees of the district consents to the payment of the fees by entering into a contract with the city.
- (e) Notwithstanding the above, the City may enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.
- (f) No certificate of occupancy shall be issued until all impact fees have been paid to the city.

(Code 1993, § 82-143; Ord. No. 2003-02, § 2(82-143), 3-17-2003)

Sec. 46-156. Establishment of Accounts.

- (a) Impact fee funds shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.
- (b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in section 46-157.
- (c) The city shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in section 46-157. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten years from the date the fee was collected.

- (d) The city shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

(Code 1993, § 82-146; Ord. No. 2003-02, § 2(82-146), 3-17-2003)

Sec. 46-157. Use of Proceeds of Impact Fee Accounts.

- a. The impact fees collected may be spent only for the purposes for which they were imposed and within the service area for which they were adopted, as shown in the CIP and as authorized by this article. The impact fees collected for each service area pursuant to this article may be used to finance or to recoup of any capital improvements or facility expansion identified in the applicable capital improvement plan for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition cost (including land purchases, court wards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facility expansions. Impact fees may also be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee study or capital improvement plan.
- b. Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:
 - a. Construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable capital improvements plan;
 - b. Repair, operation or maintenance of existing or new capital improvements or facility expansion;
 - c. Upgrade, expansion or replacement of existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
 - d. Upgrade, expansion or replacement of existing capital improvements to serve existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
 - e. Administrative and operating costs of the city.

(Code 1993, § 82-147; Ord. No. 2003-02(82-147), § 2, 3-17-2003)

Sec. 46-158. Appeals.

Upon written application of the owner of the property upon which impact fees were assessed, the City Council shall consider appeals to the interpretations of or errors in the application of the impact fee regulations or schedules used to calculate the fees or credits. The burden of proof shall be on the property owner to demonstrate that the amount of the impact fee,

or the amount of the offset or credit, was not calculated according to the applicable impact fee as referenced in the master fee schedule, or the guidelines established for determining offsets and credits.

(Code 1993, § 82-148; Ord. No. 2003-02, § 2(82-148), 3-17-2003)

Sec. 46-159. Refunds, Credits and Offsets.

The process for refunds for impact fees will be as follows:

On the request of an owner of property on which an impact fee has been paid, impact fees shall be refunded if existing facilities are available and service is denied, or, if the city failed to commence construction of facilities required for service within two years of payment of the fee, or if construction is not complete within a reasonable time considering the type of capital improvements or facility expansion to be constructed, but not in any event more than five years from date of payment of the fee.

- (a) Any impact fee funds not expended within ten years after payment shall be refunded.
- (b) Refunds shall bear interest calculated from the date of collection to the date of refund at the statutory rate set forth in V.T.C.A. Finance Code § 302.002 or its successor statutes.
- (c) All refunds will be made to the owner of record at the time the refund is paid. If, however, the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

The process for credits and offsets will be as follows:

- (a) Any construction of, contributions to, or dedications of any facility appearing on the capital improvements plan which is required by the city to be constructed by the owner as a condition of development shall be credited against the impact fees otherwise due from the development. Credit for impact fees due to an owner in one category of impact fees may not be used to offset impact fees in another category.

As an alternative to the foregoing, the city and owner may enter into an agreement providing that, in addition to the credit, owner will be reimbursed for all or a portion of the costs of such facilities from impact.

- (b) Fees received from other new developments that will use such capital improvements of facility expansions.
- (c) The owner shall be entitled to a credit against any category of impact fee provided in any written agreement between the city and the owner.
- (d) No credit for construction of any facility shall exceed the total amount of impact fees due from the development for the same category of improvements.

Petition for refunds for refunds shall be submitted to the Public Works Director. Within one month of the date of receipt of a petition for refund, the director must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund

is due to the petitioner, the director shall notify the city treasurer and request that a refund payment be made to the petitioner. The petitioner may appeal the determination to the City Council, as set forth in section 46-158.

(Code 1993, § 82-149; Ord. No. 2003-02, § 2(82-149), 3-17-2003)

Sec. 46-160. Updates to Plan and Revision of Impact Fees.

The City shall review the land use assumptions and capital improvements plan for water, wastewater, and drainage facilities in accordance with V.T.C.A., Local Government Code, Ch. 395. The City Council shall accordingly decide of whether changes to the land use assumptions, capital improvements plan or impact fees are needed and shall, in accordance with the procedures set forth in V.T.C.A., Local Government Code Ch. 395, either update the fees or make a determination that no update is necessary.

(Code 1993, § 82-150; Ord. No. 2003-02, § 2(82-150), 3-17-2003)

Sec. 46-161. Functions of Advisory Committee.

- (a) The Capital Improvements Advisory Committee (advisory committee) shall consist of the Planning and Zoning Commission. If the commission does not include at least one representative of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity, the City Council shall appoint at least one such representative as an ad hoc member of the advisory committee.
- (b) The advisory committee serves in an advisory capacity and is established to:
 - 1. Advise and assist the city in adopting land use assumptions;
 - 2. Review the capital improvements plan and file written comments;
 - 3. Monitor and evaluate implementation of the capital improvements plan;
 - 4. Advise the city staff and council of the need to update or revise the land use assumptions, capital improvements program and impact fees; and
 - 5. File a semi-annual report evaluating the progress of the capital improvements plans and report to the City Council any perceived inequities in implementing the plan or imposing the impact fees.
- (c) All professional reports concerning the development and implementation of the capital improvements plan shall be made available to the advisory committee.
- (d) The Planning and Zoning Chair shall serve as the chairperson to preside at its meetings.
- (e) The land use assumptions and capital improvements plan shall be updated at least every five years. Alternatively, the city council may, pursuant to the provisions of the V.T.C.A. Local Government Code § 395.0575, make a determination that no such update is necessary.

(Code 1993, § 82-151; Ord. No. 2003-02, § 2(82-151), 3-17-2003)

Sec. 46-162. Agreement for Capital Improvements.

- (a) The City Council may enter into an agreement with the owner of a new development to construct or finance some of the public improvements identified in the CIP. In the case of such approval, the property owner must enter into an agreement with the City prior to fee collection. The agreement shall be on a form approved by the City, and shall establish the estimated cost of improvement, the schedule for initiation and completion of the improvement, a requirement that the improvement shall be completed to city standards, and any other terms and conditions the City deems necessary. The Public Works Director shall review the improvement plan, verify costs, and time schedules, determine if the improvement is contained in the CIP, and determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable impact fee before submitting the proposed agreement to the city council for approval.
- (b) The City and such owner either may agree that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development, or they may agree that the City shall reimburse the owner for such costs from impact fees paid from other new developments which will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat.

(Code 1993, § 82-152; Ord. No. 2003-02, § 2(82-152), 3-17-2003)

Sec. 46-163. Use of Other Financing Mechanisms.

- (a) The City may finance water, wastewater, and drainage capital improvements or facility expansions designated in the capital improvements plan through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.
- (b) Except as otherwise provided in this article, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.
- (c) The City Council may decide that the City shall pay all or part of impact fees due for a new development taking into account available offsets and credits pursuant to duly adopted criteria.

(Code 1993, § 82-153; Ord. No. 2003-02, § 2(82-153), 3-17-2003)

Sec. 46-164. Impact Fees as Additional and Supplemental Regulation.

- (a) Impact fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land, the issuance of building permits, the sale of water or wastewater taps, or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of the city's comprehensive plan, capital improvements plan, subdivision regulations and other city policies, ordinances, and resolutions by which the City seeks to

ensure the provision of adequate public facilities in conjunction with the development of land.

- (b) This article shall not affect, in any manner, the permissible use of property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

(Code 1993, § 82-154; Ord. No. 2003-02, § 2(82-154), 3-17-2003)

Sec. 46-165. Relief Procedures.

- (a) Any person who has paid an impact fee, or an owner of land upon which an impact fee has been paid, may petition the City Council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city council determines that the duty is required pursuant to this article and is late in being performed, it shall cause the duty to commence within 60 days of the date of the request and to continue until completion.
- (b) The City Council may grant a variance or waiver from any requirement of this article, upon written request by a developer or owner of property subject to this article, following a public hearing, and only upon finding that a strict application of such requirement would, when regarded as a whole, result in confiscation of the property.
- (c) The City Council may grant a waiver from any requirement of this article on other grounds, as may be set forth in administrative guidelines.
- (d) If the City Council grants a variance or waiver to the amount of the impact fees due for a new development under this section, it shall cause to be appropriated from other city funds the amount of the reduction in the impact fees to the account in which the fees would have been deposited.

(Code 1993, § 82-155; Ord. No. 2003-02, § 2(82-155), 3-17-2003)

Sec. 46-166. Schedule of Maximum Allowable Impact Fees.

- (a) The maximum allowable impact fee is determined during the impact fee study process and may be adopted by ordinance at the maximum allowable amount or amount determined by City Council and shall be established in the master fee schedule, or as hereafter adopted by resolution of the City Council from time to time.
- (b) This section may be amended by the City Council according to the procedure set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-156; Ord. No. 2003-02, § 2(82-156), 3-17-2003; Ord. No. 2009-12, § 2(82-156), 6-1-2009; Ord. No. 2014-22, § 13, 8-4-2014)

Secs. 46-167—46-185. Reserved.

DIVISION 2. WATER IMPACT FEES

Sec. 46-186. Water service area.

- (a) There is hereby established a water service area, which is specifically described and defined in the CIP .
- (b) The boundaries of the water service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 46-149.

(Code 1993, § 82-166; Ord. No. 2003-02, § 2(82-166), 3-17-2003)

Sec. 46-187. Water Capital Improvement Plan.

- (a) The water capital improvement plan for the city, as set forth in the Water and Wastewater Master Plan, is hereby adopted. A copy of such plan shall be maintained on file in the office of the City Secretary.
- (b) The water capital improvement plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-167; Ord. No. 2003-02, § 2(82-167), 3-17-2003)

Sec. 46-188. Water facilities fees.

- (a) The maximum allowable impact fees per service unit for water facilities are hereby adopted and incorporated in section 46-166.
- (b) The impact fees per service unit for water facilities may be amended from time to time, pursuant to the procedures in section 46-152.

(Code 1993, § 82-168; Ord. No. 2003-02, § 2(82-168), 3-17-2003)

Secs. 46-189—46-214. Reserved.

DIVISION 3. WASTEWATER IMPACT FEES

Sec. 46-215. Wastewater service area.

- (a) There is hereby established a wastewater service area, which is specifically described and defined in the CIP.
- (b) The boundaries of the wastewater service area may be amended from time to time, and new wastewater service areas may be delineated, pursuant to the procedures in section 46-149.

(Code 1993, § 82-181; Ord. No. 2003-02, § 2(82-181), 3-17-2003)

Sec. 46-216. Wastewater Capital Improvement Plan.

- (a) The wastewater capital improvement plan for the city, as set forth in the Water and Wastewater Master Plan, is hereby adopted. A copy of such plan shall be maintained on file in the office of the City Secretary.
- (b) The wastewater capital improvement plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-182; Ord. No. 2003-02, § 2(82-182), 3-17-2003)

Sec. 46-217. Wastewater facilities fees.

- (a) The maximum allowable impact fees per service unit for wastewater facilities are hereby adopted and incorporated in section 46-166.
- (b) The impact fees per service unit for wastewater facilities may be amended from time to time, pursuant to the procedures in section 46-152.

(Code 1993, § 82-183; Ord. No. 2003-02, § 2(82-183), 3-17-2003)

Secs. 46-218—46-242. Reserved.

DIVISION 4. DRAINAGE IMPACT FEES

Sec. 46-243. Drainage service area.

- (a) There are hereby established four drainage service areas, which are specifically described and defined in the Drainage Master Plan.
- (b) The boundaries of each drainage service area may be amended from time to time, and new drainage service areas may be delineated, pursuant to the procedures in section 46-149.

(Code 1993, § 82-190; Ord. No. 2003-02, § 2(82-190), 3-17-2003)

Sec. 46-244. Drainage capital improvement plan.

- (a) The drainage capital improvement plan for each service area, as set forth in the Drainage Master Plan, is hereby adopted. A copy of such plan shall be maintained on file in the office of the City Secretary.
- (b) The drainage capital improvement plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-191; Ord. No. 2003-02, § 2(82-191), 3-17-2003)

Sec. 46-245. Drainage Impact Fees.

- (a) The maximum impact fee within each service area is per service unit for drainage facilities and are hereby adopted and incorporated in section 46-166.
- (b) The impact fees per service unit for drainage facilities may be amended from time to time, pursuant to the procedures in section 46-152.

(Code 1993, § 82-192; Ord. No. 2003-02, § 2(82-192), 3-17-2003)

Secs. 46-246—46-268. Reserved.

ORDINANCE NO. 2025-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, BY ADOPTING THE INTERNATIONAL FIRE CODE, 2021 EDITION; BY AMENDING SECTION 20-28 OF ARTICLE II, FIRE CODE; PROVIDING FOR PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR VIOLATION OF ANY PROVISION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND MAKING OTHER FINDGINS RELATED THERETO.

* * * * *

WHEREAS, the 2021 edition of the International Fire Code has been published, and adoption of the 2021 edition is now proposed; and

WHEREAS, the Fire Chief has reviewed and favorably recommends the adoption of the 2021 International Fire Code together with the local amendments appropriate for the City of Tomball, Texas; and

WHEREAS, the City Council of the City of Tomball, Texas finds it to be in the best interest of the health, safety, and welfare of its citizens to adopt the International Fire Code, 2021 edition, and amend said code;

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas is hereby amended by amending Section **20-28 OF ARTICLE II, FIRE CODE**, by adding thereto the underlined and removing therefrom the strikethrough, as follows:

(a) Section 307.2 of said code is hereby amended to provide as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with section 105.5 prior to kindling a fire for recognized silvicultural practices, prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions.
2. State, county or local temporary or permanent bans on open burning.

3. Local written policies as established by the code official.

(b) Section 307.2.2 of said code is hereby added to provide as follows:

307.2.2. Open burning. Open burning is prohibited within the city limits of Tomball unless a permit has been issued by the Fire Marshal for ceremonial fires and the prevention or disposal of diseased livestock. A permit is not required for barbecue pits and approved outdoor fireplaces, which are used for its actual design and intent and used in accordance with this code.

Section 4. All ordinances in conflict or inconsistent with this ordinance are, to the extent of such conflict or inconsistency, repealed.

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

Section 6. This Ordinance shall take effect fourteen (14) days from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

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 _____ DAY OF _____, 2025.

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

SECOND READING:

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

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

FOR THE CITY

LORI KLEIN QUINN

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 3, 2025

Topic:

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec 551. 072 – Deliberations regarding Real Property
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Manager

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: Shannon Bennett 2/26/25 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: 03/03/25

Topic:

Presentation, discussion and possible action to ratify the contract to purchase the property located at 827 Village Square Drive

Background:

Staff request council to ratify the contract to purchase the property located on 827 Village Square Drive with the terms and conditions as set in the contracts.

Origination: City Manager's office

Recommendation:

Approve

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

FUNDING (IF APPLICABLE)

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

Yes: No: If yes, specify Account Number: #100-119-6999;
#600-611-6691

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

Signed _____	Approved by <u>David Esquivel</u>	<u>01/09/2025</u>
Staff Member	City Manager	Date



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: JWH Realty, LLC

Address: 827 Village Square Dr., Tomball, TX 77375

Phone: (281)351-8282

E-mail: jhoward@twfg.com

Mobile: (832)392-4863

Fax or Other:

Buyer: City of Tomball

Address: 401 Market Street, Tomball, TX 77375

Phone: (281)351-5484

E-mail: desquivel@tomballtx.gov

Mobile: (817)774-6313

Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 827 Village Square Dr., Tomball, TX 77375 (address)

and that is legally described on the attached Exhibit or as follows:

being approximately 0.13 acre, more or less, together with all improvements thereon including the ±1,624 square foot building, further described as LOT 5, Block 1 of TOMBALL VILLAGE SQUARE R/P subdivision and being further depicted on the Aerial Site Map attached hereto as EXHIBIT "A" and incorporated herein

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property; and
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 430,000.00

B. Sum of all financing described in Paragraph 4 \$

C. Sales price (sum of 3A and 3B) \$ 430,000.00

(TXR-1801) 07-08-22

Initialed for Identification by Seller

Initials of Seller and Buyer

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Commercial Contract - Improved Property concerning 827 Village Square Dr., Tomball, TX 77375

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ N/A. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$4,300.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. **Title Policy:**
 - (1) ^{Buyer} ~~at Seller's~~ ^{Buyer's} expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) ^{may} ~~will~~ be amended to read "shortages in areas" at the expense of Buyer Seller.
 - (3) Within 15 days after the effective date, ^{Buyer} ~~at Seller's~~ will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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Commercial Contract - Improved Property concerning 827 Village Square Dr., Tomball, TX 77375

B. Survey: Within 30 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

(TXR-1801) 07-08-22

Initialed for Identification by Seller

^{DS}
[Signature]

and Buyer

^{DS}
[Signature]

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Commercial Contract - Improved Property concerning 827 Village Square Dr., Tomball, TX 77375

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~ See Special Provisions Addendum for further details.

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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Initialed for Identification by Seller

^{DS}
JH

and Buyer

^{DS}
[Signature]

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Commercial Contract - Improved Property concerning 827 Village Square Dr., Tomball, TX 77375

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases, **if in Seller's possession;**
 - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property, **if in Seller's possession;**
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - (j) a copy of the "as-built" plans and specifications and plat of the Property, **if in Seller's possession;**
 - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property, **if in Seller's possession;**

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and Buyer

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Commercial Contract - Improved Property concerning 827 Village Square Dr., Tomball, TX 77375

- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within 20 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than Effective Date by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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9. BROKERS:

A. The brokers to this sale are:

Principal Broker: _____

Cooperating Broker: Colliers International Houston, Inc.

Agent: _____

Agent: Tom Condon, Jr.

Address: _____

Address: 9950 Woodloch Forest Dr., Suite 1225

The Woodlands, TX 77380

Phone & Fax: _____

Phone & Fax: (713)830-4007 (713)830-4057

E-mail: _____

E-mail: tom.condon.jr@colliers.com

License No.: _____

License No.: 0029114

Principal Broker: (Check only one box)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

- (1) ~~Seller~~ ^{Buyer} will pay ~~Principal~~ ^{Cooperating} Broker the fee specified by separate written commission agreement ~~between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract between~~ **Cooperating Broker and Buyer.**
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of: _____ % of the sales price.

Cooperating Broker a total cash fee of: _____ % of the sales price.

The cash fees will be paid in Harris County, Texas. ^{Buyer} ~~Seller~~ authorizes the title company to pay the brokers from the ^{Buyer's} ~~Seller's~~ proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 15 days after the expiration of the feasibility period.
- _____ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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and Buyer

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- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller* will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

* subject to Seller's right to leaseback the Property as detailed in the Special Provisions Addendum

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[Signature]

and Buyer

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) ~~preparation of the deed and any bill of sale;~~
- (5) ~~one half of any escrow fee;~~
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) ~~one half of any escrow fee;~~ and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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and Buyer

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C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, ~~or~~

~~(Check if applicable)~~

~~enforce specific performance, or seek such other relief as may be provided by law.~~

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, ~~survey~~ or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~

16. CASUALTY LOSS AND CONDEMNATION:

* is not obligated to

** or unwilling

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller ^{*} ~~must~~ restore the Property to its previous condition ~~as soon as reasonably possible and not later than the closing date.~~ If, without fault, Seller is unable ^{**} ~~to do so,~~ Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) ~~extend the time for performance up to 15 days and closing will be extended as necessary, or~~
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; ~~and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.~~

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: ~~(a) Seller and the sales price will be reduced by the same amount, or~~ (b) Buyer and the sales price will not be reduced.

C. If there is a casualty loss and the Property is not restored then Buyer is not obligated to enter into the leaseback provided for in the Special Provisions Addendum.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

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18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

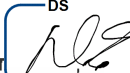
- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

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and Buyer

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- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- (3) Commercial Contract Financing Addendum (TXR-1931);
- (4) Commercial Property Condition Statement (TXR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TXR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (10) Information About Brokerage Services (TXR-2501);
- (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
- (13) **Special Provisions Addendum**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

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E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

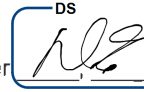
- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

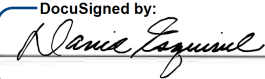
26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on January 16, 2025, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: JWH Realty, LLC

Buyer: City of Tomball

By: _____
 By (signature): 
 Printed Name: Jeff Howard
 Title: President

By: _____
 By (signature): 
 Printed Name: David Esquivel
 Title: City Manager

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

(TXR-1801) 07-08-22

Commercial Contract - Improved Property concerning 827 Village Square Dr., Tomball, TX 77375

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: Loren Smith

Address: _____ Address: Olson & Olson LLP

Address: _____ Address: 2727 Allen Parkway, Suite 600
Houston, TX 77019

Phone & Fax: _____ Phone & Fax: (713) 817-2074

E-mail: _____ E-mail: lsmith@olsonllp.com

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____
on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

DS
JH
DS
RL

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - IMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Improved Property ("Addendum") is entered into between **CITY OF TOMBALL** ("Buyer") and **JWH REALTY, LLC** ("Seller") in order to amend the terms of a Commercial Contract - Improved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to **827 Village Square Dr., Tomball, TX 77375** (the "Property").

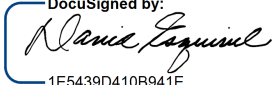
Seller and Buyer agree as follows:

1. Buyer Approval. This transaction shall be subject to the City of Tomball's City Council approving the transaction and ratifying the escrowed Contract prior to the expiration of the Feasibility Period provided for in the Contract.
2. Closing Contingencies. Notwithstanding anything contrary within the Contract, the obligation of Buyer to close the contemplated transaction and for the Earnest Money to be Non-Refundable to Buyer and "At Risk" shall be subject to the following contingencies:
 - i) Survey and Title to be free and clear of any objections to same being made by Buyer during the period of time provided for objecting to same and remaining unresolved at Closing; and
 - ii) No recognized environmental conditions, if identified in a Phase I or II Environmental Site Assessment, Geotechnical, Asbestos or Soil Testing Report being present.
3. Seller shall have the right, but not the obligation, to leaseback the Property for up to 36 months from Closing with a Base Rental Rate of **\$1,421.00** per month on an absolute "Triple Net" basis (except Buyer shall be responsible for any ad valorem property taxes post-closing) with the first 3 (three) months of Base Rental Rate only abated (ie Seller still responsible for the Triple Net's) and Seller may elect to early terminate the Lease with 30 days' Notice without penalty. Buyer shall have no obligations for any repairs or maintenance. The Lease (including any sub-leases) is not allowed to have a Term expiring beyond the initial 36-month period without the Buyer's prior written approval. Buyer shall draft the Lease for review and approval by both Parties prior to the expiration of the Feasibility Period. Seller shall be required to provide a Certificate of Insurance for commercial general liability insurance (\$1Million on an occurrence basis) and personal property damage insurance. Buyer shall be responsible for fire and extended coverage insurance.
4. Condition. Notwithstanding anything to the contrary within the Contract, Seller shall represent and warrant that there are no liens or outstanding assessments arising by, through, or under Seller, due on the Property at closing that would survive closing. Except for the special warranty of title and the agreements to be executed at Closing, the Property will be conveyed, as-is, with all faults, disclaiming all representations and warranties relating to the building or Buyer's use thereof.
5. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder, including of the Contract.
6. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.

7. Ratification. Except as amended, the Contract is ratified and affirmed.
8. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.
9. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.

BUYER:

CITY OF TOMBALL

DocuSigned by:

By: 1E5439D410B941E...
David Esquivel,
City Manager

SELLER:

JWH REALTY, LLC


DocuSigned by:

By: 8A48F8372E954AD...
Jeff Howard,
President

EXHIBIT "A"
Aerial Site Map
827 Village Square Dr, Tomball



DS
JA

DS
[Signature]

Not a Survey; for illustrative purposes only.



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc.	29114	houston.info@colliers.com	+1 713 222 2111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
David Lee Carter	364568	david.carter@colliers.com	+1 713 830 2135
Designated Broker of Firm	License No.	Email	Phone
Daniel Patrick Rice	811065	danny.rice@colliers.com	+1 713 830 2134
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Tom Condon, Jr.	419324	tom.condon.jr@colliers.com	+1 713 830 4007
Sales Agent/Associate's Name	License No.	Email	Phone
<i>[Signature]</i>	1/14/2025	<i>[Signature]</i>	1/15/2025
Buyer/Tenant/Seller/Landlord Initials	Date		