

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



**Monday, August 07, 2023  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, August 07, 2023 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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: 876 0179 6210 Passcode: 825316. 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 Tim Niekerk - Salem Lutheran Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Presentations
  - 1. Presentation of \$2,500 from the Tomball Rotary Club to the Tomball Fire Department for upfitting of the Special Events Vehicle
  - 2. Quarterly Investment Report for Period Ending June 30, 2023. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis.

3. Presentation and Status of the City of Tomball Drought Contingency Plan

F. Reports and Announcements

1. Announcements:

**Budget Workshops:**

August 21st

**Kids Club Dates:**

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

**2023 Swim Season (Jerry Matheson Park Pool):**

(See website tomballtx.gov for specific dates and times open)

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

**Upcoming Events:**

August 10: 2nd Thursday Kaffeeklatsch with the Mayor

At the Community Center (Room B); from 8:30-10:00 a.m.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2023-21, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2023 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

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 the Minutes of the July 17, 2023 Special and Regular Tomball City Council Meetings.
2. Reappoint Associate Judges to the Municipal Court for two (2) year term of office. The term will run concurrently with the executed contracts, which are effective August 7, 2023, through August 6, 2025.
3. Approve the Professional Service Agreement Contract for the Associate Municipal Court Judges to the Tomball Municipal Court for a two (2) year terms effective August 7, 2023, through August 6, 2025.

4. Reappoint Associate Prosecutor to the Tomball Municipal Court for two (2) year term of office. The term will run concurrently with his executed contract, which is effective August 7, 2023, through August 6, 2025.
5. Approve the Professional Service Agreement Contract for the Associate Prosecutor to the Tomball Municipal Court for a two (2) year term effective August 7, 2023, through August 6, 2025.
6. Approve the Professional Service Agreement Contract for the Chief Prosecutor to the Tomball Municipal Court for the term of office. The term will run concurrently with their appointment which ends on September 30, 2024.
7. Approve Resolution No. 2023-37, A Resolution of The City Council of The City Of Tomball, Texas, Authorizing The Consolidation Of Vital Records From The City Of Tomball, Texas, To Harris County, Texas.
8. Approve an agreement with Brycer, Inc, for The Compliance Engine, to maintain business compliance with the inspection and maintenance of Fire Detection, Suppression, and Backflow Prevention throughout the City, and authorize the City Manager to execute the agreement. This service is at no cost to the City of Tomball.
9. Approve Request from Tomball High School for City Support and In-Kind Services for their annual “Tomball HS Senior Picnic” at Juergens & Matheson Park on Wednesday, October 18, 2023, from 8:30 a.m. to 2:00 p.m.
10. Approve an amendment to Purchase Agreement with Municipal Gas Acquisition and Supply Corporation (Munigas) and the City of La Grange, Texas for the purchase of natural gas and extending the contract to purchase until 2036 and authorize the City Manager to execute the amendment to the agreement.
11. Approve the Engagement Letter with Weaver and Tidwell, L.L.P. for the Independent Audit of the City’s Financial Statements for Fiscal Year Ending September 30, 2023.
12. Approve an agreement with First Response Family Clinic for NFPA Firefighter Health and Wellness Physicals, for a not-to-exceed amount of \$25,450, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the FY 2022-2023 budget.

13. Consideration to approve Supplemental Number One to Oller Engineering, Inc. for Project Number 2023-10015, Rudolph Road Water Line Extension for an amount of \$30,580 (total not-to-exceed contract amount of \$80,000), approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.
14. Approve an agreement with Cypress Holiday Decorating Concepts for holiday lighting services for Fiscal Year 2024, for a not-to-exceed amount of \$50,350.48 (RFP 2023-11), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures will need to be included in the Fiscal Year 2023-2024 Budget.

I. New Business

1. Approve the Appointment, by the City Manager, of Craig Meyers as Community Development Director, effective August 7, 2023.
2. Approve Resolution No. 2023-36 A Resolution of The City of Tomball, Texas, Acknowledging Receipt Of The 2023 Certified Estimated Taxable Value, The 2023 Certification Of Estimated Collection Rate From The Harris County Tax Assessor-Collector, And The 2023 Tax Rate Calculation Worksheet As Calculated By The Harris County Tax Assessor-Collector Based On The Certified Estimated Taxable Value And Related Information; And Containing Related Provisions.
3. Presentation, discussion, and possible action regarding citywide mowing operations.
4. Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Raburn Reserve Public Improvement District in the City of Tomball, Public Improvement District Number Ten (PID 10), established by City Council Resolution No. 2019-41. The proposed Amended and Restated Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on October 7, 2019.
5. Adopt, on First Reading, Ordinance No. 2023-22, an Ordinance of the City of Tomball, Texas Approving the 2023 Annual Update to the Service and Assessment Plan and Assessment Roll for the Wood Leaf Public Improvement District Number 14 (PID 14), including the collection of the 2023 Annual Installment.

6. Adopt, on First Reading, Ordinance Number 2023-24, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Raburn Reserve Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Amended and Restated Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on October 7, 2019.
7. Adopt, on First Reading, Ordinance No. 2023-25, an Ordinance of the City of Tomball, Texas Amending its code of ordinances by adding article VIII (22-196-22-276), Boarding Home Regulations, of Chapter 22, Health and Sanitation, to comply with Chapter 260 of the Texas Health & Safety Code; Containing findings and other provisions relating to the subject; declaring certain conduct to be unlawful; providing a penalty in an amount not to exceed \$2,000.00 for each violation of this ordinance with every day constituting a new violation; providing for severability; providing for publication; and providing an effective date.
8. Consideration and discussion regarding the Proposed Fiscal Year 2023-2024 Budget

J. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of August 3, 2023 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

---

Tracylynn Garcia, TRMC, CMC, CPM  
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1018.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Presentation of \$2500 from the Tomball Rotary Club to the Tomball Fire Department for upfitting of the Special Events Vehicle

**Background:**

The Tomball Rotary Club has committed to donating \$2500 to the Tomball Fire Department for the upfit of the Special Events Vehicle.

**Origination:** Fire Department

**Recommendation:**

n/a

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

Craig Bogner, President Tomball  
Rotary \_\_\_\_\_

**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: # \_\_\_\_\_

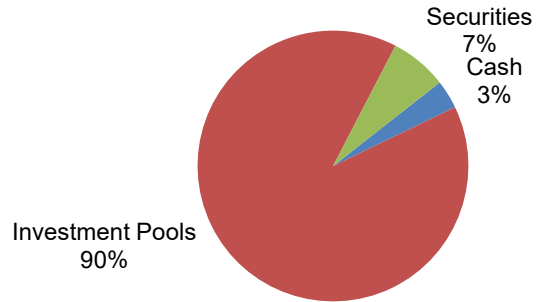
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Joe Sykora July 28, 2023 Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# CITY OF TOMBALL QUARTERLY INVESTMENT REPORT June 30, 2023

	Market Value		Change
	3/31/2023	6/30/2023	
Cash	\$ 3,177,618	\$ 3,097,112	\$ (80,506)
Investment Pools	75,808,550	81,979,635	6,171,085
Securities	7,112,502	6,216,836	(895,666)
<b>Total Portfolio</b>	<b>\$ 86,098,670</b>	<b>\$ 91,293,583</b>	<b>\$ 5,194,913</b>

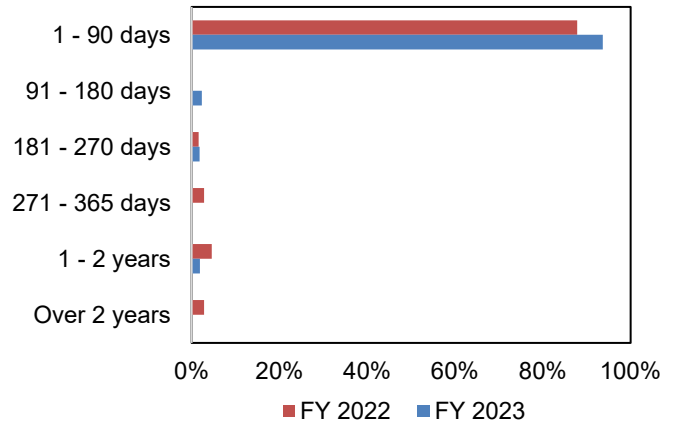
**Diversification by Type  
as of June 30, 2023**



Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 85,575,065	94%
91 - 180 days	2,161,074	2%
181 - 270 days	1,748,130	2%
271 - 365 days	-	0%
1 - 2 years	1,809,314	2%
Over 2 years	-	0%
<b>Total Portfolio</b>	<b>\$ 91,293,583</b>	

**Diversification by Maturity  
as of June 30, 2023**



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

Katherine Tapscott  
Finance Director

**CITY OF TOMBALL  
INVESTMENT PORTFOLIO SUMMARY  
ACTIVITY FOR QUARTER ENDING  
June 30, 2023**

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
<b>Beginning of period</b>	<b>\$ 7,653,662</b>	<b>\$ 7,112,502</b>	<b>92.93%</b>	<b>3.045%</b>	<b>4.64%</b>
Purchases	1,000,000	1,000,000			
Maturities/Calls	(1,912,157)	(1,870,000)			
Change in Value	-	(25,666)			
<b>End of period</b>	<b>\$ 6,741,504</b>	<b>\$ 6,216,836</b>	<b>92.22%</b>	<b>3.198%</b>	<b>5.18%</b>

\*\*Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 309



**CITY OF TOMBALL  
INVESTMENT PORTFOLIO  
June 30, 2023**

	SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 06/30/23	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1	Farmer Mac	31422XE81	AAA	8/29/2023	3.360%	500,000	498,318	60	8.02%	5	N
2	Grand Parkway Trans	38611TCV7	AA	10/1/2023	1.608%	445,000	440,708	93	7.09%	7	Y
3	Texas ST REF TXBL	8827235H8	AAA	10/1/2023	4.000%	570,000	567,834	93	9.13%	8	N
4	Austin TX Elec Utility	052414PE3	AA-	11/15/2023	5.000%	875,000	880,586	138	14.16%	20	N
5	N Harris CNTY	65956NGL4	A+	12/15/2023	5.000%	270,000	271,947	168	4.37%	7	N
6	San Antonio Elec & Gas Rev	7962532J0	AA-	2/1/2024	5.250%	255,000	257,872	216	4.15%	9	Y
7	Amarillo TX Tax NTS	023015J35	AAA	2/15/2024	2.000%	500,000	495,084	230	7.96%	18	N
8	Federal Home Loan Bank	3130AVVF6	AAA	2/15/2024	5.200%	1,000,000	995,174	230	16.01%	37	Y
9	Nueces Co TXBL REF Ser B	670386ST9	AA	2/15/2025	0.864%	500,000	465,325	596	7.48%	45	N
10	Wisconsin ST GF Annual A TXBL	977100GX8	AA	5/1/2025	1.899%	450,000	424,022	671	6.82%	46	Y
11	Federal Home Loan Bank	3130AMTK8	AAA	6/30/2025	1.000%	1,000,000	919,968	731	14.80%	108	Y
<b>TOTAL</b>					<b>3.198%</b>	<b>\$ 6,365,000</b>	<b>\$ 6,216,836</b>	<b>293</b>	<b>100.00%</b>	<b>309</b>	

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Quarterly Investment Report for Period Ending June 30, 2023. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis.

**Background:**

**Origination:** Finance Director

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** Katherine Tapscott, Finance 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	<u>Katherine Tapscott</u>	<u>7/31/2023</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Presentation and Status of the City of Tomball Drought Contingency Plan

**Background:**

The Texas Water Code mandates that all public utilities that provide potable water service to 3,300 or more connections have and submit a Drought Contingency Plan. The Texas Commission on Environmental Quality (TCEQ) requires that the City submit a Drought Contingency Plan every five years to coincide with the Regional Water Planning Cycle. Information included in the plan includes educating the public through a multitude of avenues such as social media, newspapers, signage, radio stations, City website and direct mailers over information contained in our Drought Contingency Plan.

The adopted Drought Contingency Plan consists of five different stages:

1. Stage 1 – Mild Drought Condition,
2. Stage 2 – Moderate Drought Condition
3. Stage 3 – Severe Drought Condition
4. Stage 4 – Critical Drought Condition
5. Stage 5 – Emergency Water Condition.

Currently the City of Tomball is operating at a Stage 1 – Mild Drought Condition which implements voluntary water conservation actions for the public, while implementing Stage 2 conservation measures for City activities. Staff has posted notification of the implementation of Stage 1 of the Drought Contingency Plan on social media, our website, signage around the City, and news outlets.

Public Works staff has developed a decision-making matrix consisting of Water Well Pumping Capacity, Daily High Temperatures, Precipitation, and the Keetch-Byram Drought Index (KBDI), to assist in tracking our drought conditions and will continue to use the system to assist in further implementation of the Drought Contingency Plan.

**Origination:** Public Works Department

**Recommendation:**

N/A

**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: X \_\_\_\_\_ 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 \_\_\_\_\_

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

- **Budget Workshops:**
  - July 17<sup>th</sup>
  - August 7<sup>th</sup>
  - August 21<sup>st</sup>
  
- **Kids Club Dates:**
  - August 11: Learn about emergency vehicles and Splash Day at Tomball Depot Plaza (201 S. Elm St). from 10 a.m. to 12 p.m.
  
- **2023 Swim Season (Jerry Matheson Park Pool):**  
(See website [tomballtx.gov](http://tomballtx.gov) for specific dates and times open)  
The Pool will be open to the public on weekends until Labor Day
  
- **Upcoming Events:**
  - August 10: 2<sup>nd</sup> Thursday Kaffeeklatsch with the Mayor  
At the Community Center (Room B); from 8:30-10:00 a.m.

**Background:**

**Origination:**

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Adopt, on Second Reading, Ordinance No. 2023-21, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2023 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

**Background:**

First Reading adopted during the July 17, 2023, Council Meeting. Approval of this Ordinance will approve the 2022-23 annual update to the Service and Assessment Plan (SAP) for the Raburn Reserve Public Improvement District Number 10 (PID 10). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2022-23 SAP update, which also updates the assessment roll for 2022, the applicable assessment rates of PID 10 are not changing.

The original SAP was adopted by City Council on September 21, 2020 and includes a 30-year payment term, and the 2022 Annual Update was adopted on August 15, 2022. The 2023 annual installment to be collected from parcels within PID 10 as shown on the assessment roll of the 2023 SAP update is \$265,781.09 for Improvement Area One and \$374,072.50 for Improvement Area Two, due on January 31, 2023.

**Origination:** Community Development Department

**Recommendation:**

Staff recommends approving Ordinance 2023-21, 2023 Annual Service and Assessment Plan Update for Raburn Reserve Public Improvement District Number 10 (PID 10).

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo  
Staff Member \_\_\_\_\_  
Date \_\_\_\_\_

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_  
Date \_\_\_\_\_

**ORDINANCE NO. 2023-21**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2023 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2023 ANNUAL INSTALLMENTS.**

\* \* \* \* \*

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

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

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

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

**WHEREAS**, on August 16, 2019, notice to the owners of the property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 3, 2019; and

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

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

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

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

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

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

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

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

**WHEREAS**, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of Preliminary Service and Assessment Plans for Authorized Improvements within Improvement Area #1 and Improvement Area #2 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #1 and Improvement Area #2 of the District (collectively, the “Assessment Roll” that states the assessment against each parcel of land within Improvement Area #1 and Improvement Area #2 of the District (collectively, the “Assessments”); and

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

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

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

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



Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

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

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

**WHEREAS**, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2023 (together, the “2023 Updates”); and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance approving the 2023 Updates attached thereto, in conformity with the requirements of the PID Act; and

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

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

**Section 1.** That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the First Supplemental Indenture.

**Section 2.** That the 2023 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

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

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

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

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

[Signature Page Follows]

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17<sup>th</sup> DAY OF JULY 2023.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

SECOND READING:

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

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
Lori Klein-Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary



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

JULY 17, 2023

## INTRODUCTION

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

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

On November 4, 2019, the City passed and approved Resolution No. 2019-45 which amends and restates Resolution No. 2019-41 by incorporating the increased area of the District as a result of right-of-way abandonments. The revised boundary of the District encompasses approximately 105 acres.

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

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

On August 17, 2022, the City approved Resolution No. 2022-26 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated the Assessment Rolls for 2022.

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

The 2022 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2022 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

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

## PARCEL SUBDIVISION

### Improvement Area #1

- The final plat of Raburn Reserve Section 1 was filed and recorded with the County on August 12, 2020 and consists of 133 residential Lots and 14 Lots of Non-Benefited Property.

### Improvement Area #2

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

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

## LOT AND HOME SALES

### Improvement Area #1

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

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

### Improvement Area #2

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

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

## AUTHORIZED IMPROVEMENTS

### Improvement Area #1

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

### Improvement Area #2

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

## OUTSTANDING ASSESSMENT

### Improvement Area #1

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

### Improvement Area #2

The Improvement Area has an outstanding Assessment of \$5,174,000.00, of which \$2,430,000.00 is attributable to the Improvement Area #2 Bonds and \$2,744,000.00 is attributable to the Improvement Area #2 Reimbursement Obligation<sup>1</sup>.

## ANNUAL INSTALLMENT DUE 1/31/2024

### Improvement Area #1

- **Principal and Interest<sup>2</sup>** – The total principal and interest required for the Annual Installment is \$265,781.09.

### Improvement Area #2

- **Principal and Interest<sup>2</sup>** – The total principal and interest required for the Annual Installment is \$374,072.50.

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

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

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



Improvement Area #1

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

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

Improvement Area #2

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

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

Improvement Area #1

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$57,007.87.

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

Improvement Area #2

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$41,505.19.

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

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

**PREPAYMENT OF ASSESSMENTS IN FULL**

Improvement Area #1

No parcels within the Improvement Area have made full prepayments.

Improvement Area #2

No parcels within the Improvement Area have made full prepayments.

**PARTIAL PREPAYMENT OF ASSESSMENTS**

Improvement Area #1

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

Improvement Area #1				
Property ID	Address	Lot Type	Prepayment Date	Prepayment Amount
141-629-002-0010	22122 Sam Raburn Dr	1	10/7/2022	\$ 4,250.01

Improvement Area #2

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

**EXTRAORDINARY OPTIONAL REDEMPTIONS**

Improvement Area #1

No extraordinary optional redemptions have occurred within the Improvement Area.

Improvement Area #2

No extraordinary optional redemptions have occurred within the Improvement Area.

**SERVICE PLAN – FIVE YEAR BUDGET FORECAST**

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

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

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

## ASSESSMENT ROLL

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

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

## EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-001-0001	Block 1, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0002	Block 1, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0003	Block 1, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0004	Block 1, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0005	Block 1, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0006	Block 1, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0007	Block 1, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0008	Block 1, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0009	Block 1, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0010	Block 1, Lot 10	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0011	Block 1, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0012	Block 1, Lot 12	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0013	Block 1, Lot 13	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0014	Block 1, Lot 14	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0015	Block 1, Lot 15	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0016	Block 1, Lot 16	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0017	Block 1, Lot 17	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0018	Block 1, Lot 18	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0019	Block 1, Lot 19	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0020	Block 1, Lot 20	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0021	Block 1, Lot 21	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0022	Block 1, Lot 22	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0023	Block 1, Lot 23	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0024	Block 1, Lot 24	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0025	Block 1, Lot 25	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0026	Block 1, Lot 26	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0027	Block 1, Lot 27	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0028	Block 1, Lot 28	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0029	Block 1, Lot 29	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0030	Block 1, Lot 30	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0031	Block 1, Lot 31	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0032	Block 1, Lot 32	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0033	Block 1, Lot 33	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0034	Block 1, Lot 34	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0035	Block 1, Lot 35	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0036	Block 1, Lot 36	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0037	Block 1, Lot 37	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0038	Block 1, Lot 38	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0039	Block 1, Lot 39	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0040	Block 1, Lot 40	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

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

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-001-0041	Block 1, Lot 41	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0042	Block 1, Lot 42	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0043	Block 1, Lot 43	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0044	Block 1, Lot 44	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0045	Block 1, Lot 45	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0046	Block 1, Lot 46	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0047	Block 1, Lot 47	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0048	Block 1, Lot 48	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0049	Block 1, Lot 49	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0050	Block 1, Lot 50	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0051	Block 1, Lot 51	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0052	Block 1, Lot 52	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0053	Block 1, Lot 53	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0054	Block 1, Lot 54	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0055	Block 1, Lot 55	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0056	Block 1, Lot 56	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-002-0001	Block 2, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0002	Block 2, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0003	Block 2, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0004	Block 2, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0005	Block 2, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0006	Block 2, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0007	Block 2, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0008	Block 2, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0009	Block 2, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0010	Block 2, Lot 10	1 - Partial Prepayment - 1416290020010 <sup>[e]</sup>	\$ 26,261.25	\$ 478.89	\$ 1,442.55	\$ 90.23	\$ 369.31	\$ 2,380.97
141-629-002-0011	Block 2, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0012	Block 2, Lot 12	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0013	Block 2, Lot 13	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0014	Block 2, Lot 14	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0015	Block 2, Lot 15	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0016	Block 2, Lot 16	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0017	Block 2, Lot 17	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0018	Block 2, Lot 18	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0019	Block 2, Lot 19	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0020	Block 2, Lot 20	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0021	Block 2, Lot 21	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0022	Block 2, Lot 22	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

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

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-002-0023	Block 2, Lot 23	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0024	Block 2, Lot 24	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0025	Block 2, Lot 25	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0026	Block 2, Lot 26	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0027	Block 2, Lot 27	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0028	Block 2, Lot 28	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0029	Block 2, Lot 29	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0030	Block 2, Lot 30	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0031	Block 2, Lot 31	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0032	Block 2, Lot 32	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0002	Block 3, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0003	Block 3, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0004	Block 3, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0005	Block 3, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0006	Block 3, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0007	Block 3, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0008	Block 3, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0009	Block 3, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0010	Block 3, Lot 10	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0011	Block 3, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0002	Block 4, Lot 2	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0003	Block 4, Lot 3	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0004	Block 4, Lot 4	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0005	Block 4, Lot 5	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0006	Block 4, Lot 6	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0007	Block 4, Lot 7	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0008	Block 4, Lot 8	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0009	Block 4, Lot 9	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0010	Block 4, Lot 10	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0011	Block 4, Lot 11	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0012	Block 4, Lot 12	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0013	Block 4, Lot 13	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0014	Block 4, Lot 14	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0015	Block 4, Lot 15	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0016	Block 4, Lot 16	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0017	Block 4, Lot 17	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

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

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-004-0018	Block 4, Lot 18	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0019	Block 4, Lot 19	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0020	Block 4, Lot 20	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0021	Block 4, Lot 21	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0022	Block 4, Lot 22	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0023	Block 4, Lot 23	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0024	Block 4, Lot 24	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0025	Block 4, Lot 25	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0026	Block 4, Lot 26	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0027	Block 4, Lot 27	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0028	Block 4, Lot 28	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0029	Block 4, Lot 29	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0030	Block 4, Lot 30	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0031	Block 4, Lot 31	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0032	Block 4, Lot 32	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0033	Block 4, Lot 33	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0034	Block 4, Lot 34	1	\$ 30,511.26	\$ 556.39	\$ 1,442.55	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-005-0001	Res G Block 5	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			<b>\$ 4,053,747.57</b>	<b>\$ 73,922.37</b>	<b>\$ 191,858.72</b>	<b>\$ 12,000.00</b>	<b>\$ 57,007.87</b>	<b>\$ 334,788.65</b>

**Footnotes:**

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



## EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

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

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

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

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

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

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

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

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.
- [b] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.
- [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [d] Includes City PID Administration Fee of \$60 per lot.
- [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

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

**Footnotes:**

- [a] Parcel is intended to be developed as a commercial lot but is not served by any of the Authorized Improvements and thus is classified as Non-Benefited property.  
 [b] Totals may not match the Total Outstanding Assessment or Annual Installment due to rounding.  
 [c] Outstanding Assessment prior to 1/31/2024 Annual Installment.  
 [d] Includes City PID Administration Fee of \$60 per lot.  
 [e] The Annual Installment covers the period September 16, 2022 to September 15, 2023, and is due by January 31, 2024.

## EXHIBIT B-1 – IMPROVEMENT AREA #1 BONDS DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

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

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

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

## EXHIBIT B-2 – IMPROVEMENT AREA #1 ADDITIONAL BONDS DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

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

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

## EXHIBIT B-3 – IMPROVEMENT AREA #2 BONDS DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

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

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.



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

**City of Tomball**

Raburn Reserve PID Improvement Area #2  
Reimbursement Agreement

### Debt Service Schedule

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

#### Yield Statistics

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

#### IRS Form 8038

Net Interest Cost	5.7500000%
Weighted Average Maturity	19.040 Years

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



## EXHIBIT D – BUYER DISCLOSURES

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,511.26**

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

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

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

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

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

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



## Annual Installments – Improvement Area #1 – Lot Type 1

Installment Due January 31,	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 375.94	\$ 703.71	\$ 180.45	\$ 738.83	\$ 90.23	\$ 429.08	\$ 2,518.24
2025	\$ 375.94	\$ 691.02	\$ 172.93	\$ 729.36	\$ 88.35	\$ 429.08	\$ 2,486.68
2026	\$ 413.53	\$ 678.34	\$ 172.93	\$ 720.28	\$ 86.47	\$ 429.08	\$ 2,500.62
2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 711.20	\$ 84.40	\$ 429.08	\$ 2,513.12
2028	\$ 413.53	\$ 650.42	\$ 240.60	\$ 700.15	\$ 82.33	\$ 429.08	\$ 2,516.11
2029	\$ 451.13	\$ 636.47	\$ 240.60	\$ 687.52	\$ 80.26	\$ 429.08	\$ 2,525.06
2030	\$ 451.13	\$ 621.24	\$ 278.20	\$ 674.89	\$ 78.01	\$ 429.08	\$ 2,532.55
2031	\$ 488.72	\$ 606.02	\$ 240.60	\$ 658.20	\$ 75.75	\$ 429.08	\$ 2,498.36
2032	\$ 488.72	\$ 586.47	\$ 315.79	\$ 643.76	\$ 73.31	\$ 429.08	\$ 2,537.12
2033	\$ 526.32	\$ 566.92	\$ 315.79	\$ 624.81	\$ 70.86	\$ 429.08	\$ 2,533.78
2034	\$ 563.91	\$ 545.86	\$ 315.79	\$ 605.86	\$ 68.23	\$ 429.08	\$ 2,528.74
2035	\$ 563.91	\$ 523.31	\$ 353.38	\$ 586.92	\$ 65.41	\$ 429.08	\$ 2,522.01
2036	\$ 601.50	\$ 500.75	\$ 353.38	\$ 565.71	\$ 62.59	\$ 429.08	\$ 2,513.02
2037	\$ 639.10	\$ 476.69	\$ 398.50	\$ 544.51	\$ 59.59	\$ 429.08	\$ 2,547.47
2038	\$ 639.10	\$ 451.13	\$ 436.09	\$ 520.60	\$ 56.39	\$ 429.08	\$ 2,532.39
2039	\$ 676.69	\$ 425.56	\$ 473.68	\$ 494.44	\$ 53.20	\$ 429.08	\$ 2,552.65
2040	\$ 714.29	\$ 398.50	\$ 481.20	\$ 466.02	\$ 49.81	\$ 429.08	\$ 2,538.89
2041	\$ 751.88	\$ 369.92	\$ 518.80	\$ 437.14	\$ 46.24	\$ 429.08	\$ 2,553.07
2042	\$ 789.47	\$ 339.85	\$ 563.91	\$ 406.02	\$ 42.48	\$ 429.08	\$ 2,570.81
2043	\$ 827.07	\$ 308.27	\$ 609.02	\$ 372.18	\$ 38.53	\$ 429.08	\$ 2,584.15
2044	\$ 864.66	\$ 275.19	\$ 616.54	\$ 335.64	\$ 34.40	\$ 429.08	\$ 2,555.51
2045	\$ 902.26	\$ 240.60	\$ 699.25	\$ 298.65	\$ 30.08	\$ 429.08	\$ 2,599.91
2046	\$ 939.85	\$ 204.51	\$ 744.36	\$ 256.69	\$ 25.56	\$ 429.08	\$ 2,600.06
2047	\$ 977.44	\$ 166.92	\$ 796.99	\$ 212.03	\$ 20.86	\$ 429.08	\$ 2,603.32
2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 164.21	\$ 15.98	\$ 429.08	\$ 2,601.75
2049	\$ 1,052.63	\$ 87.22	\$ 932.33	\$ 113.23	\$ 10.90	\$ 429.08	\$ 2,625.39
2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 57.29	\$ 5.64	\$ 429.08	\$ 2,619.84
<b>Total</b>	<b>\$ 18,045.11</b>	<b>\$ 11,892.20</b>	<b>\$12,466.15</b>	<b>\$13,326.15</b>	<b>\$1,495.86</b>	<b>\$ 11,585.16</b>	<b>\$ 68,810.63</b>

**Footnotes:**

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

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

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

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

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 - LOT TYPE 141-629-002-0010 PRINCIPAL ASSESSMENT:  
\$26,261.25**

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

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

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

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

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
1/31/2024	\$ 323.57	\$ 703.71	\$ 155.31	\$ 738.83	\$ 90.23	\$ 369.31	\$ 2,380.97
1/31/2025	\$ 323.57	\$ 691.02	\$ 148.84	\$ 729.36	\$ 88.35	\$ 369.31	\$ 2,350.46
1/31/2026	\$ 355.93	\$ 678.34	\$ 148.84	\$ 720.28	\$ 86.47	\$ 369.31	\$ 2,359.17
1/31/2027	\$ 355.93	\$ 664.38	\$ 181.20	\$ 711.20	\$ 84.40	\$ 369.31	\$ 2,366.43
1/31/2028	\$ 355.93	\$ 650.42	\$ 207.09	\$ 700.15	\$ 82.33	\$ 369.31	\$ 2,365.23
1/31/2029	\$ 388.29	\$ 636.47	\$ 207.09	\$ 687.52	\$ 80.26	\$ 369.31	\$ 2,368.94
1/31/2030	\$ 388.29	\$ 621.24	\$ 239.45	\$ 674.89	\$ 78.01	\$ 369.31	\$ 2,371.19
1/31/2031	\$ 420.64	\$ 606.02	\$ 207.09	\$ 658.20	\$ 75.75	\$ 369.31	\$ 2,337.01
1/31/2032	\$ 420.64	\$ 586.47	\$ 271.80	\$ 643.76	\$ 73.31	\$ 369.31	\$ 2,365.29
1/31/2033	\$ 453.01	\$ 566.92	\$ 271.80	\$ 624.81	\$ 70.86	\$ 369.31	\$ 2,356.72
1/31/2034	\$ 485.36	\$ 545.86	\$ 271.80	\$ 605.86	\$ 68.23	\$ 369.31	\$ 2,346.44
1/31/2035	\$ 485.36	\$ 523.31	\$ 304.16	\$ 586.92	\$ 65.41	\$ 369.31	\$ 2,334.47
1/31/2036	\$ 517.72	\$ 500.75	\$ 304.16	\$ 565.71	\$ 62.59	\$ 369.31	\$ 2,320.24
1/31/2037	\$ 550.08	\$ 476.69	\$ 342.99	\$ 544.51	\$ 59.59	\$ 369.31	\$ 2,343.17
1/31/2038	\$ 550.08	\$ 451.13	\$ 375.35	\$ 520.60	\$ 56.39	\$ 369.31	\$ 2,322.86
1/31/2039	\$ 582.43	\$ 425.56	\$ 407.70	\$ 494.44	\$ 53.20	\$ 369.31	\$ 2,332.64
1/31/2040	\$ 614.79	\$ 398.50	\$ 414.17	\$ 466.02	\$ 49.81	\$ 369.31	\$ 2,312.60
1/31/2041	\$ 647.15	\$ 369.92	\$ 446.53	\$ 437.14	\$ 46.24	\$ 369.31	\$ 2,316.30
1/31/2042	\$ 679.50	\$ 339.85	\$ 485.36	\$ 406.02	\$ 42.48	\$ 369.31	\$ 2,322.52
1/31/2043	\$ 711.86	\$ 308.27	\$ 524.19	\$ 372.18	\$ 38.53	\$ 369.31	\$ 2,324.35
1/31/2044	\$ 744.22	\$ 275.19	\$ 530.66	\$ 335.64	\$ 34.40	\$ 369.31	\$ 2,289.42
1/31/2045	\$ 776.58	\$ 240.60	\$ 601.85	\$ 298.65	\$ 30.08	\$ 369.31	\$ 2,317.07
1/31/2046	\$ 808.94	\$ 204.51	\$ 640.68	\$ 256.69	\$ 25.56	\$ 369.31	\$ 2,305.69
1/31/2047	\$ 841.29	\$ 166.92	\$ 685.97	\$ 212.03	\$ 20.86	\$ 369.31	\$ 2,296.39
1/31/2048	\$ 873.65	\$ 127.82	\$ 731.27	\$ 164.21	\$ 15.98	\$ 369.31	\$ 2,282.25
1/31/2049	\$ 906.01	\$ 87.22	\$ 802.46	\$ 113.23	\$ 10.90	\$ 369.31	\$ 2,289.13
1/31/2050	\$ 970.72	\$ 45.11	\$ 821.88	\$ 57.29	\$ 5.64	\$ 369.31	\$ 2,269.96
<b>Total</b>	<b>\$ 15,531.55</b>	<b>\$ 11,892.20</b>	<b>\$ 10,729.70</b>	<b>\$ 13,326.15</b>	<b>\$ 1,495.86</b>	<b>\$ 9,971.43</b>	<b>\$ 62,946.89</b>

**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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #2 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,847.46**

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

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

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

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

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

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

## Annual Installments – Improvement Area #2 – Lot Type 2

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

**Footnotes:**

- [a] Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds.
- [b] Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.
- [c] Includes \$60 per lot (\$7,080 for Improvement Area #2) for costs incurred by City staff for administering the PID.
- [d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: 08/07/2023

**Topic:**

Approve the Minutes of the July 17, 2023 Special and Regular Tomball City Council Meetings.

**Background:**

**Origination:** City Staff

**Recommendation:**

Approve Minutes

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

**FUNDING (IF APPLICABLE)**

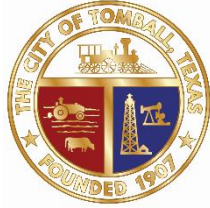
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Tracylynn Garcia Approved by \_\_\_\_\_  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_ City Manager \_\_\_\_\_ Date \_\_\_\_\_

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



**Monday, July 17, 2023  
4:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 17, 2023, 4:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to Order at 6:00 p.m.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 4 Derek Townsend, Sr.  
Council 5 Randy Parr

**STAFF PRESENT**

David Esquivel- City Manager  
Jessica Rogers- Assistant City Manager  
Tracy Garcia- City Secretary  
Kristie Lewis- HR Director  
Joe Sykora- Fire Chief  
Jeff Bert- Police Chief  
Katherine Tapscott- Finance Director  
Jeff Cook- Asst Fire Chief  
Maria Morris- Court Administrator  
Ben Lato- Senior IT Specialist  
Brandon Patin- Police Captain  
Megan Mageo- Project Manager  
Hannah Brown -Budget Analyst  
Johnita Robinson- Records Specialist  
Will Goff- Utilities Superintendent  
Ki Provencher- City Hall Intern  
Caroline Klein- Public Works Intern

B. Public Comments and Receipt of Petitions

No public comments were received however Councilman asked to speak; and the Mayor acknowledged his request.

Motion made by Councilman 1 Ford, Seconded by Councilman 2 Stoll to table budget workshop.

Mayor called for a roll call vote.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 4 Townsend, Sr.,

Voting Nay: Council 3 Dunagin, Council 5 Parr.

C. Workshop

1. Workshop was tabled

D. Adjournment

The Mayor adjourned the meeting at 4: 09 PM.

PASSED AND APPROVED this 7<sup>th</sup> day of August, 2023.

---

Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

---

Lori Klein Quinn  
Mayor



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



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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for July 17, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to Order at 6:00 p.m.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 4 Derek Townsend, Sr.  
Council 5 Randy Parr

**STAFF RESENT**

City Manager-David Esquivel  
Asst City Manager- Jessica Rogers  
City Secretary- Tracy Garcia  
Finance Director- Katherine Tapscott  
HR Director- Kristie Lewis  
Fire Chief- Joe Sykora  
Chief of Police- Jeff Bert  
Marketing Director- Chrislord Templonuevo  
Sr. IT Specialist- Ben Lato  
Project Manager- Megan Mageo  
Records Specialist- Johnita Robinson  
Records Specialist- Fae Morris  
City Hall Intern- Ki Provencher  
Public Works Intern- Caroline Klein  
Community Center Manager- Rosalie Dillon

- B. Invocation - Led by Pastor James Clark - First Baptist Church  
C. Pledges to U.S. and Texas Flags by Chief J. Bert

- 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

- **Budget Workshops:**

- July 17<sup>th</sup>
- August 7<sup>th</sup>
- August 21<sup>st</sup>

- **Kids Club Dates:**

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

- **2023 Swim Season (Jerry Matheson Park Pool):**

(See website [tomballtx.gov](http://tomballtx.gov) for specific dates and times open)

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

- F. Old Business

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

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

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4  
Townsend, Sr., Council 5 Parr

Motion carried unanimously.

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

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

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to  
approve consent agenda.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4  
Townsend, Sr., Council 5 Parr

Motion carried unanimously.

H. New Business

1. Adopt, on First Reading, Ordinance No. 2023-21, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2023 Annual Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

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

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

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

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

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

Executive Session Started: 6:10 PM

Executive Session Ended: 6:38 PM

I. Adjournment

Motion made by Council 4 Towsend, Sr., Seconded by Council 2 Stoll.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

PASSED AND APPROVED this 7<sup>th</sup> day of August 2023.

---

Tracylynn Garcia  
City Secretary, TRMC, MMC, CPM

---

Lori Klein Quinn  
Mayor

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Reappoint Associate Judges to the Municipal Court for two (2) year term of office. The term will run concurrently with the executed contracts, which are effective August 7, 2023, through August 6, 2025.

**Background:**

The Associate Municipal Court Judges are not employees of the city. The Associate Judges serve on a contract basis to preside over the municipal court, magistrate the jail to which they have been assigned by the Presiding Municipal Court Judge. The Associate Municipal Court Judges are needed when the Presiding Judge is on vacation, sick, attends mandatory training, or if the Presiding Judge is unable to hear cases where judicial disqualification is appropriate.

Two Associate Judges are being recommended for reappointment:

Cindy Bennett-Smith

Blair Bruce

The appointment of each Associate Municipal Judge is subject to his/her execution of a contract with the City and will be for the two-year term.

**Origination:** Tomball Municipal Court

**Recommendation:**

Reappoint Associate Judge Bennett-Smith, and Associate Judge Bruce to a two-year term

**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 \_\_\_\_\_  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve the Professional Service Agreement Contract for the Associate Municipal Court Judges to the Tomball Municipal Court for a two (2) year terms effective August 7, 2023, through August 6,2025.

**Background:**

The term will run concurrently with his appointment which will be effective August 7, 2023, through August 6, 2025. The contract provides a framework for the services provided by the Associate Judges to the Tomball Municipal Court.

Associate Municipal Court Judges:

Cindy Bennett-Smith

Blair Bruce

The appointment of each Associate Municipal Judge is subject to his/her execution of a contract with the City and will be for the two- year term.

**Origination:** Tomball 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 \_\_\_\_\_  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date

**PROFESSIONAL SERVICES CONTRACT FOR  
ASSOCIATE MUNICIPAL COURT JUDGE**

**THIS AGREEMENT** is entered into by and between the City of Tomball (hereinafter referred to as “the City”), and Barbara Cindy Bennett Smith, (hereinafter referred to as “the Contractor.”).

**WHEREAS**, the City has determined the need to have Associate Municipal Court Judge services provided on a contract basis, and

**WHEREAS**, the Contractor has the qualifications to serve as Associate Municipal Court Judge for the City; and

**WHEREAS**, the parties have agreed to certain terms and conditions for the provision of services Associate Municipal Court Judge service, **by Contractor**,

**Now, therefore**, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

**1. Services.** The Contractor will serve as one of the Associate Judges of the City’s Municipal Court for the term of this Agreement. The Associate Judge will perform all the duties of the Presiding Judge when the Presiding Judge is absent or unable to perform his or her duties. The Associate Judge reports to and are supervised by the Presiding Judge. The Presiding Judge will establish or approve the schedules and assignment of the Associate Judge as needed to perform duties as magistrate and court docket hearings.

**2. Qualifications.** During the term of this Contract, the Contractor will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of a Municipal Court Judge. All Associate Judges will be required to complete annual training in areas specific to Municipal Court.

**3. Payment.** The city will pay the Contractor \$350 per docket and for training. For magistrations in county \$150; out of county \$200 and \$150 per blood warrant. The city will reimburse fees affiliated with the registration and the CLE credit required for the Contractor’s annual training. The Contractor shall submit an invoice of fees at the end of each month. The City shall remit payment to Contractor within thirty (30) days of receipt of Contractor invoice.

**4. Term.** This contract is effective upon the latest date of the dates executed by the parties and will expire on August 6, 2025. Upon expiration, this contract may be renewed for a two-year period only by written approval of both parties.

**5. Independent Contractor.** The Contractor will perform the duties of this Contract as an independent contractor of the City and not as an employee. As such, the Contractor is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. The Contractor is responsible for the payment of federal income taxes, social security

payments, and other governmental impositions arising from this Contract. The city will pay for registration of required annual judge training.

**6. Assignment.** The Contractor may not assign this Contract without the prior written consent of the City.

**7. Law Governing and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Harris County. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney’s fees.

**8. Entire Agreement.** This Contract represents the entire agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

**9. Prior Contracts.** Any prior agreement relating between the parties relating to the same matter is terminated on the effective date of this Contract.

**CITY OF TOMBALL**

**BARBARA CINDY BENNETT SMITH**

\_\_\_\_\_  
David Esquivel  
City Manager

\_\_\_\_\_  
Barbara Cindy Bennett Smith

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL:

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary



**PROFESSIONAL SERVICES CONTRACT FOR  
ASSOCIATE MUNICIPAL COURT JUDGE**

**THIS AGREEMENT** is entered into by and between the City of Tomball (hereinafter referred to as “the City”), and Blair Bruce, (hereinafter referred to as “the Contractor.”).

**WHEREAS**, the City has determined the need to have Associate Municipal Court Judge services provided on a contract basis, and

**WHEREAS**, the Contractor has the qualifications to serve as Associate Municipal Court Judge for the City; and

**WHEREAS**, the parties have agreed to certain terms and conditions for the provision of services Associate Municipal Court Judge service, **by Contractor**,

**Now, therefore**, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

**1. Services.** The Contractor will serve as one of the Associate Judges of the City’s Municipal Court for the term of this Agreement. The Associate Judge will perform all the duties of the Presiding Judge when the Presiding Judge is absent or unable to perform his or her duties. The Associate Judge reports to and are supervised by the Presiding Judge. The Presiding Judge will establish or approve the schedules and assignment of the Associate Judge as needed to perform duties as magistrate and court docket hearings.

**2. Qualifications.** During the term of this Contract, the Contractor will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of a Municipal Court Judge. All Associate Judges will be required to complete annual training in areas specific to Municipal Court.

**3. Payment.** The city will pay the Contractor \$350 per docket and for training. For magistration in county \$150; out of county \$200 and \$150 per blood warrant. The city will reimburse fees affiliated with the registration and the CLE credit required for the Contractor’s annual training. The Contractor shall submit an invoice of fees at the end of each month. The City shall remit payment to Contractor within thirty (30) days of receipt of Contractor invoice.

**4. Term.** This contract is effective upon the latest date of the dates executed by the parties and will expire on August 6, 2025. Upon expiration, this contract may be renewed for a two-year period only by written approval of both parties.

**5. Independent Contractor.** The Contractor will perform the duties of this Contract as an independent contractor of the City and not as an employee. As such, the Contractor is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. The Contractor is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract. The city will pay for

registration of required annual judge training.

**6. Assignment.** The Contractor may not assign this Contract without the prior written consent of the City.

**7. Law Governing and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Harris County. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.

**8. Entire Agreement.** This Contract represents the entire agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

**9. Prior Contracts.** Any prior agreement relating between the parties relating to the same matter is terminated on the effective date of this Contract.

**CITY OF TOMBALL**

**BLAIR BRUCE**

\_\_\_\_\_  
David Esquivel  
City Manager

\_\_\_\_\_  
Blair Bruce

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL:

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Reappoint Associate Prosecutor to the Tomball Municipal Court for two (2) year term of office. The term will run concurrently with his executed contract, which is effective August 7, 2023, through August 6, 2025.

**Background:**

The Associate Municipal Court Prosecutor is not an employee of the city. The Associate Municipal Court Prosecutor serves on a contract basis to represent the State in misdemeanor cases for Municipal Court violations in the absence of the Chief Prosecutor or assigned by the Chief Prosecutor.

Associate Prosecutor recommended for reappointment:

Erik Berglund

The appointment of the Associate /Alternative Prosecutor is subject to his/her execution of a contract with the City and will be for the two-year term.

**Origination:** Tomball Municipal Court

**Recommendation:**

Reappoint Associate Prosecutor Erik Berglund to a two-year term to run concurrent with service contract

**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 \_\_\_\_\_  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve the Professional Service Agreement Contract for the Associate Prosecutor to the Tomball Municipal Court for a two (2) year term effective August 7, 2023, through August 6, 2025.

**Background:**

The term will run concurrently with his appointment which will be effective August 7, 2023, through August 6, 2025. The contract provides a framework for the services provided by the Associate Prosecutor to the Tomball Municipal Court.

Associate Prosecutor appointment:

Erik Berglund

The appointment of the Associate Tomball Municipal Court Prosecutor is subject to his/her execution of a contract with the City and will be for the two- year term.

**Origination:** Tomball 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

## **PROFESSIONAL SERVICES AGREEMENT FOR ASSOCIATE MUNICIPAL COURT PROSECUTOR**

**THIS AGREEMENT** is entered into by and between the City of Tomball (hereinafter referred to as “the City”) and Erik Berglund, (hereinafter referred to as “the Contractor”).

**WHEREAS**, the City has determined the need to have Associate Municipal Court Prosecutor services provided on a contract basis; and

**WHEREAS**, the Contractor has the qualifications to serve as Associate Municipal Court Prosecutor for the City; and

**WHEREAS**, the parties have agreed to certain terms and conditions for the provision of Associate Municipal Court Prosecutor services,

Now, therefore, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

- 1. Services.** The Contractor shall be responsible for all aspects of prosecution, including:
  - a. working with Court personnel to develop standing orders and policies;
  - b. creating and maintaining files and associated records;
  - c. making decisions on criminal cases and recommendations with respect to the criminal cases;
  - d. trial preparation and related matters;
  - e. prosecuting misdemeanor and criminal traffic cases committed in the City’s jurisdiction;
  - f. representing the City at arraignments, pretrial hearings, bench and jury trials;
  - g. conducting plea bargaining negotiations and making appropriate plea offers;
  - h. making sentencing recommendations and decisions to the court;
  - i. preparing and presenting legal memoranda, subpoenas, jury instructions and other related materials;
  - j. performing administrative and support service functions related to the prosecution;
  - k. consult with, advise, and train the officers of the Tomball Police Department on all matters relating to criminal law and procedure, as needed; and
  - l. be available by email or telephone to discuss questions from Tomball Police Department and City staff.
  
- 2. Qualifications.** During the term of this Contract, the Contractor will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of Municipal Court Prosecutor. The Associate Municipal Court Prosecutor must have criminal law experience.
  
- 3. Payment.** The City shall pay the Contractor \$325.00 per docket (court session and for training, for the term of this Agreement. The city will reimburse fees affiliated with the registration and the CLE credit required for the Contractor’s annual training. The Contractor

shall submit an invoice of fees at the end of each month. The City shall remit payment to the Contractor within thirty (30) days of receipt of Contractor invoice.

4. **Term.** This contract is effective upon the latest date of the dates executed by the parties and will expire on September 30, 2024. Upon expiration, this contract may be renewed for two-year periods only by written approval of both parties.
5. **Termination.** This Agreement may be terminated for convenience by either party giving sixty (60) days written notice.
6. **Independent Contractor.** The Contractor will perform the duties of this contract as an independent contractor of the City and not as an employee. As such the Contractor is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. The Contractor is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.
7. **Assignment.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
8. **Entire Agreement.** This Contract represents the entire agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
9. **Law Governing and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Harris County. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.
10. **Prior Contracts.** Any prior agreement relating between any parties relating to the same matter is terminated on the effective date of this Contract.

*[signature page follows]*

**CITY OF TOMBALL**

**ERIK BERGLUND, Attorney at Law**

\_\_\_\_\_  
David Esquivel  
City Manager

\_\_\_\_\_  
Erik Berglund

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST/SEAL:**

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve the Professional Service Agreement Contract for the Chief Prosecutor to the Tomball Municipal Court for the term of office. The term will run concurrently with their appointment which ends on September 30, 2024.

**Background:**

Chief Prosecutor, Grant Stevens, was appointed to the Municipal Court for a term of office which was effective October 1, 2022, through September 30, 2024. The contract provides a framework for the services provided by the Associate Prosecutor to the Tomball Municipal Court.

**Origination:** Tomball 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



## **PROFESSIONAL SERVICES AGREEMENT FOR CHIEF MUNICIPAL COURT PROSECUTOR**

**THIS AGREEMENT** is entered into by and between the City of Tomball (hereinafter referred to as “the City”) and Grant Stevens (hereinafter referred to as “the Contractor”).

**WHEREAS**, the City has determined the need to have Chief Municipal Court Prosecutor services provided on a contract basis, and

**WHEREAS**, the Contractor has the qualifications to serve as Chief Municipal Court Prosecutor for the City; and

**WHEREAS**, the parties have agreed to certain terms and conditions for the provision of Chief Municipal Court service,

Now, therefore, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

- 1. Services.** The Contractor shall be responsible for all aspects of prosecution, including:
  - a. scheduling of Associate Municipal Court Prosecutors;
  - b. working with Court personnel to develop standing orders and policies;
  - c. creating and maintaining files;
  - d. making decisions on criminal cases and recommendations with respect to the criminal cases;
  - e. trial preparation and related matters;
  - f. prosecuting misdemeanor and criminal traffic cases committed in the City’s jurisdiction;
  - g. representing the City at arraignments, pretrial hearings, bench and jury trials; and appeals originating from the Tomball Municipal Court
  - h. conducting plea bargaining negotiations and making appropriate plea offers;
  - i. making sentencing recommendations and decisions to the court;
  - j. preparing and presenting legal memoranda, subpoenas, jury instructions and other related materials;
  - k. performing administrative and support service functions related to the prosecution;
  - l. consult with, advise and train the officers of the Tomball Police Department on all matters relating to criminal law and procedure; and
  - m. be available by email or telephone to discuss questions from Tomball Police Department and City staff.
  
- 2. Qualifications.** During the term of this Contract, the Contractor will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of Chief Municipal Court Prosecutor. The Chief Municipal Court Prosecutor must have criminal law experience.
  
- 3. Payment.** The City shall pay the Contractor as follow: \$425.00 per docket (court session) and for training, for the term of this Agreement. The city will reimburse fees affiliated with

the registration and the CLE credit required for the Contractor's annual training. The Contractor shall submit an invoice of fees at the end of each month. The City shall remit payment to the Contractor within thirty (30) days of receipt of Contractor invoice.

4. **Term.** This contract is effective on the date executed by the parties and continues through September 30, 2024. Upon expiration, this contract may be renewed for two-year periods only by written approval of both parties.
5. **Termination.** This Agreement may be terminated for convenience by either party giving sixty (60) days written notice.
6. **Independent Contractor.** The Contractor will perform the duties of this Agreement t as an independent contractor of the city and not as an employee. As such, the Contractor is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. The Contractor is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.
7. **Assignment.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
8. **Entire Agreement.** This Contract represents the entire agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
9. **Law Governing and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Harris County. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.
10. **Prior Contracts.** Any prior agreement relating between any parties relating to the same matter is terminated on the effective date of this Contract.

*[signature page follows]*

**CITY OF TOMBALL**

**GRANT STEVENS, Attorney at Law**

\_\_\_\_\_  
David Esquivel  
City Manager

\_\_\_\_\_  
Grant Stevens

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL:

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve Resolution No. 2023-37, A Resolution of The City Council of The City Of Tomball, Texas, Authorizing The Consolidation Of Vital Records From The City Of Tomball, Texas, To Harris County, Texas.

**Background:**

Resolution No. 2023-30 was previously approved by Council on June 5, 2023. The county was unable to complete the audit of the records in time for it to be placed on the agenda of Commissioners Court as initially was intended.

This Resolution reflects the effective date that coincides with Commissioners Court.

**Origination:** City Manager

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

**RESOLUTION NO. 2023-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE CONSOLIDATION OF VITAL RECORDS FROM THE CITY OF TOMBALL, TEXAS, TO HARRIS COUNTY, TEXAS**

**WHEREAS**, Section 191.022, Subsection (b) of the Texas Health and Safety Code, provides that the municipal clerk or secretary is the local registrar of births and deaths in a municipality with a population of 2,500 or more; and

**WHEREAS**, Section 191.023, Subsection (a) of the Texas Health and Safety Code provides that the duties imposed by law relating to the maintenance of birth and death records of a municipality with a population of 2,500 or more may be transferred to the county in which the municipality is located; and

**WHEREAS**, Harris County, in accordance with Section 191.023, subsection (b) has attested that the County Clerk of Harris County, Texas, has sufficient resources and finances to assume those duties; and

**WHEREAS**, the City of Tomball, Texas, desires to consolidate the birth, death and fetal death records of the City of Tomball and Harris County by complying with Section 191.023, Subsection (b) that requires that the municipality adopt a concurring Resolution agreeing to the transfer and timetable established, said Resolution to be considered at the June 5, 2023, regular meeting of the City of Tomball, Texas City Council; and

**WHEREAS**, the citizens of Harris County would be better served by having all birth and death records in a central location.

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

Effective August 22, 2023, the Harris County Clerk and the Commissioner's Court of Harris County, Texas, hereby agrees and accepts the consolidation, transfer and maintenance of the birth and death records of the City of Tomball Texas, a municipality with a population of more than 2,500 and all duties imposed by Title 3 of the Texas Health and Safety Code related thereto.

**PASSED, APPROVED AND RESOLVED** this 7<sup>th</sup> day of August 2023.

---

Lori Klein Quinn, Mayor

ATTEST:

---

Tracy Garcia, City Secretary

APPROVED TO AS FORM:

---

Loren B. Smith, City Attorney







**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

July 18<sup>th</sup>, 2023

City of Tomball  
401 Market Street  
Tomball, TX 77375

**Re: “The Compliance Engine”**

Dear City of Tomball:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, City of Tomball (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing \_\_\_\_\_ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [City of Tomball] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed to this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_:

**[City of Tomball]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.



# SPECIAL EVENT APPLICATION

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

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

6/20/2023

Date: ~~6/20/2023~~ Is this event Co-City sponsored? Yes \_\_\_ No

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

Festival \_\_\_ Community Event \_\_\_ Arts & Crafts Event \_\_\_ Music Event \_\_\_ Other (specify) Senior Picnic THS

1. Event title: Senior Picnic @ Matheson / Juergens Park

2. Sponsoring entity: Tomball High School + Class of 2024 Senior Parent Organization

3. Is this organization based in Tomball: Yes  No \_\_\_

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

5. Contact: Mark Vierkant Phone: 281-357-3220

6. Contact address: 30330 Quinn Rd

7. Contact email: mark.vierkant@tomballisd.net

8. Event date: Oct ~~14~~ 18 2023

9. Event times: Start 8:30 Finish 2:00 Set-up 7:00 Breakdown 2:30

10. Is this event for charity? Yes \_\_\_ No

11. If yes, what charity? \_\_\_ Tax ID \_\_\_

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

13. On-site contact: Mark Vierkant Mobile #: 281-433-6699

14. Estimated number of attendees: 600

15. Detailed site map in attached: Yes \_\_\_ No

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

17. Admission fee: \$ \_\_\_ Free

18. Time at which event staff will begin to arrive: 7:00 am

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

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

21. Name of insurance carrier: TASB Risk Management Fund

Signature: [Signature]

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



# TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)  
07/18/2018

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

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

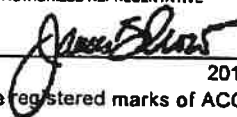
PRODUCER	CONTACT NAME: Wesley Aycock
	PHONE (A/C, No, Ext): 800-482-7276      PHONE (A/C, No, Ext): 512-467-3845
	E-MAIL ADDRESS: Wesley.aycock@tasb.org
	PRODUCER CUSTOMER ID:
	RISK POOL AFFORDING COVERAGE
COVERED ENTITY / PERSON  Tomball ISD Steven Gutierrez 310 S Cherry St Tomball, TX 77375-5529	RISK POOL A: TASB Risk Management Fund
	RISK POOL B:
	RISK POOL C:

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		04/01/2018	04/01/2019	EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence)	Excluded
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	Excluded
	<input checked="" type="checkbox"/> General Liability					PERSONAL & ADV INJURY	Included
						PRODUCTS - COMP/OP AGG	Excluded
						EMPLOYEE BENEFITS LIAB	100,000
						GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY			04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Per accident)	
	ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/>					BODILY INJURY (Per person)	100,000
	HIRED AUTOS <input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	300,000
	SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	100,000

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

<b>CERTIFICATE HOLDER</b>  Lone Star College System, present and past members of its Board of Trustees, its officers, employees, agents and assigns, and volunteers	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.
	AUTHORIZED REPRESENTATIVE  





TASB RISK MANAGEMENT FUND  
DESIGNATED ADDITIONAL INSURED ENDORSEMENT

Program Participant: Tomball ISD

CD# 101921

Effective Date of Endorsement: August 6, 2018

This endorsement modifies the School Liability Coverage Agreement of the TASB Risk Management Fund.

Words and phrases in boldface are defined in the School Liability Coverage Agreement , which is available upon request.

A. The School Liability Coverage, Part A (General), section IV., paragraph A., definition of Covered Persons, is amended to include:

Covered Persons shall also include Lone Star College System, present and past members of its Board of Trustees, it officers, employees, agents and assigns, and volunteers , who is a Designated Additional Insured the Fund Member has agreed to include as an Additional Insured in a Contract Requiring Insurance under the Fund Member's General Liability Coverage of the School Liability Coverage Agreement. However, such coverage shall only with respect to liability for Bodily Injury or Property Damage arising out of an Occurrence that takes place during the Participation Period, and that is caused by acts or omissions of the Fund Member, and only if the acts or omissions of the Fund Member form the basis for a civil or alternative dispute proceeding filed against the Fund Member and would not be barred by governmental immunity, sovereign immunity, statutory immunity (including but not limited to immunities available under the Texas Tort Claims Act and statutory election of remedies), educator immunity, official immunity, and derivative immunity.

B. The coverage provided to the Designated Additional Insured by this endorsement is further limited as follows:

- No Coverage shall be afforded to the Designated Additional Insured where no coverage shall apply herein for the Fund Member.
- No coverage shall be afforded to the Designated Additional Insured for any Bodily Injury or Property Damage to any employee of the Fund Member or to any obligation of the Designated Additional Insured to indemnify another because of damages arising out of such Bodily Injury or Property Damage.



- In the event the limits of coverage for General Liability Coverage shown in the Contribution and Coverage Summary exceed the limits of liability required by the Contract Requiring Insurance, the coverage provided to a Designated Additional Insured shall be limited to the limits of liability required by that Contract Requiring Insurance. This endorsement shall not increase the limits of the coverage described in the Contribution and Coverage Summary.
- The coverage provided to the Designated Additional Insured by this endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the Designated Additional Insured for an Occurrence of Bodily Injury or Property Damage that is covered under this endorsement. Additionally, the coverage provided to the Designated Additional Insured by this endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the Designated Additional Insured when that person or organization is an Additional Insured under such other insurance. However, if the Contract Requiring Insurance specifically requires that this coverage apply on a primary basis, this coverage is primary and the TASB Risk Management Fund will not share any other insurance.
- Any coverage for the Designated Additional Insured shall be provided on if the Occurrence of Bodily Injury or Property Damage occurs:
  1. after the signing and execution of the Contract Requiring Insurance by the Fund Member;
  2. while the Contract Requiring Insurance is in effect;
  3. during the Participation Period; and
  4. during the effective dates of this endorsement.

C. As a condition of coverage provided to the Designated Additional Insured by this endorsement, the Designated Additional Insured must give the TASB Risk Management Fund written notice as soon as practicable of an Occurrence which may result in a claim. The Designated Additional Insured is subject to all claims handling and reporting requirements of the School Liability Coverage Agreement.

D. The following definition is added to the School Liability Coverage Agreement, Part A (General), section IV., as paragraph J:

J. Contract Requiring Insurance means that part of any written contract or agreement under which the Fund Member is required to include a person or organization as an Additional Insured under the General Liability Coverage of the School Liability Coverage Agreement.

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve Request from Tomball High School for City Support and In-Kind Services for their annual “Tomball HS Senior Picnic” at Juergens & Matheson Park on Wednesday, October 18, 2023, from 8:30 a.m. to 2:00 p.m.

**Background:**

Celebrate Senior class of 2024 at a picnic at Juergens & Matheson Park. They will use park facilities to engage students in games and contests. The Senior PTO will provide breakfast and lunch. Parents, teachers, administrators, and students will clean up afterwards. They will have their school nurse and police present throughout the duration of the event.

**Origination:** Tomball HS

**Recommendation:**

Use of Juergens and Matheson Parks as the venue. Additional trash receptacles and pickup at both parks.

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

Chrislord Templonuevo

Director of Marketing & Tourism

**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: 08/07/23

**Topic:**

Approve an amendment to Purchase Agreement with Municipal Gas Acquisition and Supply Corporation (Munigas) and the City of La Grange, Texas for the purchase of natural gas and extending the contract to purchase until 2036 and authorize the City Manager to execute the amendment to the agreement.

**Background:**

The city is currently purchasing natural gas supply by using the Munigas purchasing agreement. By utilizing the purchasing agreement, the City of Tomball benefits from discounts that are afforded by joint purchasing of natural gas supplies. This agreement works in conjunction with our contract to purchase from a gas supplier, currently Symmetry Energy. This amendment will extend our purchasing agreement until 2036, with automatic renewals each year. Here are historical savings realized:

2018 - \$92,800; 2019 - \$93,700; 2020 - \$86,200; 2021 - \$85,500; 2022 – \$103,900; 2023 - \$45,300 (5 mo.)

**Origination:** City Manager

**Recommendation:**

Approval of extension of the purchasing agreement term

**Party(ies) responsible for placing this item on agenda:** David Esquivel, PE

**FUNDING (IF APPLICABLE)**

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

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

## PURCHASE CONTRACT

1. **Joint Purchase Contract.** The Buyer specified below hereby becomes a party to and, except to the extent described herein, assumes all rights and obligations of a “*Buyer*” under the Joint Gas Purchase Contract, dated as of January 1, 2006 (the “*Joint Contract*”), among TMGC II (specified below), the Agent (specified below), and Local Governments and State Agencies, as therein defined, who become parties thereto, and TMGC II and the Agent hereby consent thereto. The terms of the Joint Contract are hereby incorporated herein by reference.

2. **Category of Purchaser.** The Buyer is [check and complete one or more]:
- a Requirements Buyer described in *Section 6.03A(2)* of the Joint Contract,
  - a Conditional Buyer described in *Section 6.03A(\_\_\_\_)* of the Joint Contract, and/or
  - an Exempt Gas Buyer, because it will accept Exempt Gas to satisfy all or any part of its Requirements without further action on its part.

3. **Purchase of Gas.** The Buyer agrees to receive and buy from the Agent, and the Agent agrees to sell and deliver to the Buyer, at the Delivery Point, the Buyer’s Nominated Quantities of Gas during the term of this Purchase Contract, which shall not exceed the Buyer’s Requirements in any Contract Year. The Buyer agrees to nominate Gas for purchase so that it will buy from the Agent not less than the Buyer’s Requirements in any Contract Year (subject to the next paragraph), to the extent Gas is available for delivery to the Buyer under the Joint Contract and except as otherwise provided therein, at the price specified below.

4. **Maximum Annual Quantity.** The Maximum Annual Quantity of Gas that the Buyer agrees to nominate for purchase hereunder, up to its Requirements and subject to the conditions provided in the Joint Contract, in each Contract Year is:

- its Requirements or
- as specified in *Schedule A* attached hereto.

5. **Price.** The Buyer will pay for all Gas purchased and received by it hereunder in any period at a price equal to the Gross Price identified herein for such period *less* the Discount determined by TMGC II in accordance with the Joint Contract and then in effect. The Buyer will be entitled to a partial rebate of such payments when, as, and to the extent that rebates are declared by TMGC II under the Joint Contract.

6. **Delivery and Gross Price.** A Balancing Agreement between TMGC II and a Balancer will be used by TMGC II to deliver Gas to the Buyer, unless otherwise agreed by TMGC II and the Buyer. One or more of the Buyer’s existing Suppliers have executed a Supplier-Exchanger Agreement with such Balancer. For so long as such or any replacement Balancing Agreement and Supplier-Exchanger Agreement are in effect in respect of the Buyer, the Buyer’s Gross Price for each Day and Month will be the weighted average prices payable by the Buyer (if a Requirements Buyer) under its Supply Contract with each such Supplier (or substitute Supplier which has so agreed) or payable by the Balancer with the consent of the Buyer under a Supplier-Exchanger Agreement (if a Conditional Buyer), for Gas delivered to the Buyer in such Day or Month, and the Buyer’s Delivery Points will be the points specified in such Supply Contracts with such Suppliers (if a Requirements Buyer) or in such Supplier-Exchanger Agreements (if a Conditional Buyer), unless otherwise agreed by TMGC II and the Buyer. Thereafter, the Buyer’s Delivery Points and Gross Price will be as provided in the Joint Contract or as agreed to between them in writing.

7. **Use.** The Buyer will use all Gas purchased hereunder (or Gas exchanged therefor) [*check one or more*]:
- in its electric utility system to generate electric power and/or
  - in its gas utility system or enterprise and/or
  - to secure a discount in the electric energy charges paid by it or (in the case of a political subdivision corporation) its member buyers and/or
  - for consumption in its (or for resale to other Local Governments and State Agencies for consumption in their) other public facilities.

The Buyer agrees that all Exempt Gas sold and delivered to it under the Joint Contract will be consumed in, or to produce electric energy consumed in, qualified service areas and qualified annexed areas and that no such Exempt Gas will be used in a private trade or business or to make a private loan, as provided more fully and except as permitted by *Article Ten* of the Joint Contract.

8. **Address.** The address of the Buyer for notices received under the Joint Contract is:

City Manager, City of Tomball  
401 West Market  
Tomball, Texas 77375

Telephone No. (281) 351-5484  
Facsimile No. (281) 351-6256  
Internet: [bgriffin@ci.tomball.tx.us](mailto:bgriffin@ci.tomball.tx.us)

9. **Special Provisions.** [*insert special provisions, if any*]. None.

10. **Term.** This Purchase Contract shall commence on the Effective Date hereof, which is the latest of the effective dates of the Balancing Agreement and initial Supplier-Exchanger Agreement referred to above and June 19, 2006, and shall extend to December 31, 2025. The term of this Purchase Contract shall automatically be extended by one year on each December 31, unless the Buyer, TMGC II, or the Agent has given written notice to the other two parties of its election not to extend the term of this Purchase Contract prior to such December 31, but in no event shall the term of this Purchase Contract be extended beyond December 31, 2036, except by written amendment executed by the parties hereto. This Purchase Contract may be phased out at the election of the Buyer as described in the Joint Contract.


The parties hereto have caused this Purchase Contract to be duly executed, effective as of the Effective Date described above.

**BUYER:**

**CITY OF TOMBALL, TEXAS**


By:   
Name: H.G. "Hap" Harrington  
Title: Mayor

Attest/Countersign:

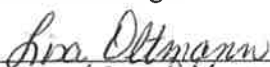
  
Name: Doris Speer  
Title: City Secretary

**AGENT:**

**CITY OF LA GRANGE, TEXAS**


By:   
Name: Janet Moerbe  
Title: Mayor

Attest/Countersign:


  
Name: Lisa Dittmann  
Title: City Secretary

**TMGC II:**

**TEXAS MUNICIPAL GAS CORPORATION II**

By:   
Name: Janet Moerbe  
Title: President

Attest:

  
Name: Lisa Dittmann  
Title: City Secretary

*Schedule A to  
Purchase Contract*

The Buyer's Maximum Annual Quantity, if any, and projected Requirements (each expressed in MMBtus) in each Contract Year are as follows:

<u>Year</u>	<u>Maximum Annual Quantity (if applicable)</u>	<u>Projected Requirements</u>
2006	N/A	242,000
2007	N/A	248,000
2008	N/A	256,000
2009	N/A	268,000
2010	N/A	274,000
2011–2045	N/A	274,000



## AMENDMENT TO PURCHASE CONTRACT

This Amendment to Purchase Contract (this "Amendment") is dated as of this 1<sup>st</sup> day of August 2023 (the "Effective Date"), and is by and between the **City of Tomball, Texas** (the "Buyer"), the **Municipal Gas Acquisition and Supply Corporation** ("MuniGas") and the **City of La Grange, Texas** (the "Agent").

### Recitals

WHEREAS, the Buyer, MuniGas and Agent heretofore have entered into that certain Purchase Contract dated June 19, 2006 (the "Purchase Contract"); and

WHEREAS, the Buyer, MuniGas and Agent would like to amend certain provisions relating to the term of the Purchase Contract;

NOW, THEREFORE, in consideration of the mutual benefits to be obtained hereunder, the Buyer, MuniGas and Agent hereby agree to amend the Purchase Contract as follows:

### Agreement

- (1) Section 10 "Term" is hereby amended by deleting it in its entirety and restating it to read as follows:

**10. Term.** This Purchase Contract shall commence on June 19, 2006, and shall extend to December 31, 2036. The term of this Purchase Contract shall automatically be extended by one year on each December 31, unless the Buyer, MuniGas, or the Agent has given written notice to the other two parties of its election not to extend the term of this Purchase Contract prior to such December 31, but in no event shall the term of this Purchase Contract be extended beyond December 31, 2053, except by written amendment executed by the parties hereto. This Purchase Contract may be phased out at the election of the Buyer as described in the Joint Contract.

- (2) Except to the extent amended hereby, the Purchase Contract is hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with its terms following execution and delivery of this amendment.
- (3) This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall constitute but one and the same instrument.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The parties hereto have caused this Amendment to Purchase Contract to be duly executed and effective as of the Effective Date.

**BUYER:**

**CITY OF TOMBALL, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest/Countersign:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**CITY OF LA GRANGE, TEXAS**

By: \_\_\_\_\_  
Name: Jan Dockery  
Title: Mayor  
Date: \_\_\_\_\_

Attest/Countersign:

By: \_\_\_\_\_  
Name: Janet Bayer  
Title: City Secretary

**MUNIGAS:**

**MUNICIPAL GAS ACQUISITION AND  
SUPPLY CORPORATION**

By: \_\_\_\_\_  
Name: Glen Pape  
Title: President  
Date: \_\_\_\_\_

Attest/Countersign:

By: \_\_\_\_\_  
Name: Shawn Raborn  
Title: Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve the Engagement Letter with Weaver and Tidwell, L.L.P. for the Independent Audit of the City’s Financial Statements for Fiscal Year Ending September 30, 2023.

**Background:**

Weaver and Tidwell has completed the City’s financial statement audit for the previous three years. For fiscal year ending September 30, 2023, the proposed fee will include the following:

Audit of financial statements	\$88,000
Additional procedures for information technology controls	\$16,000
Single Audit (Over \$750,000 expended in federal grants)	\$11,500
<b>Total</b>	<b>\$115,500</b>

**Origination:** Finance

**Recommendation:**

Approve the Engagement Letter with Weaver and Tidwell, L.L.P. for the Independent Audit of the City’s Financial Statements for Fiscal Year Ending September 30, 2023.

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

**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: # 100-116-6301

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

Signed Katherine Tapscott 7/31/2023 Approved by    
 Staff Member Date City Manager Date

July 20, 2023

Honorable Mayor and Members of the  
City Council and Management  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375

Dear Mayor, City Council and Management:

You have requested that Weaver and Tidwell, L.L.P. (“Weaver”, “our”, “us”, and “we”) audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Tomball, Texas (the “City”), as of September 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise the City’s basic financial statements as listed in the table of contents. In addition, we will audit the City’s compliance over major federal award programs for the period ended September 30, 2023.

Accounting principles generally accepted in the United States of America (“U.S. GAAP”), as promulgated by the Governmental Accounting Standards Board (“GASB”) require that management’s discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with auditing standards generally accepted in the United States of America (“U.S. GAAS”). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund
3. Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
4. Schedule of Contributions – Texas Municipal Retirement System
5. Schedule of Changes in Total OPEB Liability and Related Ratios – Retiree Health Care Plan
6. Schedule of Changes in Total OPEB Liability and Related Ratios – TMRS Supplemental Death Benefits Fund

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and individual fund statements and schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

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

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America (“GAGAS”); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City’s preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

Greg Peterson is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We expect to begin our audit procedures upon execution of this letter, and issue our report no later than in March 2024. We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;

- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
  - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - ii. additional information that we may request from management for the purpose of the audit; and
  - iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;

- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued; and
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Katherine Tapscott, Finance Director, to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards (as applicable)
- iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- iv. Preparation of the Data Collection Form

These non-audit/non-attest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS. GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit/non-attest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

### **Fees and Invoicing**

We estimate the fee for the audit of the financial statements will be \$88,000, with an additional fee of \$16,000 for audit procedures surrounding the City's information technology controls and environment. Our fee for the Uniform Guidance component of the engagement will be \$11,500, including the non-audit/non-attest services. The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. At this time, we do not anticipate incurring substantial expenses.



Honorable Mayor and Members of City Council and Management  
City of Tomball, Texas  
July 20, 2023

Page 6 of 8

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

Our invoices are payable in accordance with Texas Government Code § 2251.021.

### **Ethical Conflict Resolution**

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

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

### **Audit Documentation and Confidentiality**

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

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

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

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

Honorable Mayor and Members of City Council and Management  
City of Tomball, Texas  
July 20, 2023

Page 7 of 8

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

Except as may be noted herein, the parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our report to and we do not anticipate any such third-parties' reliance upon our professional services unless expressly stated herein.

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

#### **Dispute Resolution Procedure including Jury Waiver**

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

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

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

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

If because of a change in status or due to any other reason, any provision in this engagement letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

Honorable Mayor and Members of City Council and Management  
City of Tomball, Texas  
July 20, 2023

Page 8 of 8

**Miscellaneous**

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have non-licensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

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

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

Sincerely,

*Weaver and Tidwell, L.L.P.*

**WEAVER AND TIDWELL, L.L.P.**  
Conroe, Texas

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

**City of Tomball, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

## HEALTH AND WELLNESS SERVICES AGREEMENT

**THIS HEALTH AND WELLNESS SERVICES AGREEMENT** (this “Agreement”) is made and entered into on (the “Effective Date”), by and between **City of Tomball** (“Client”) and First Response Family Clinic, a LLC (“Company”) (Client and Company are referred to herein individually as “Party” and collectively as the “Parties”).

### RECITALS

**WHEREAS**, Company operates a clinic, located at 3401 West Davis Street, Ste – H, Conroe, TX 77304 (the “Clinic”), in which it performs various services associated with health and wellness including but not limited to the specific services outlined in (“Services”), and

**WHEREAS**, Client wishes to procure the Services and desires to engage Company to render and perform the Services on behalf of the Company through one or more of the Company’s representatives and professionals who are licensed and/or legally authorized to render such Services to the extent any such authorization and/or licensing may be required in the State of Texas, and

**WHEREAS**, the Company agrees to perform the Services pursuant to the terms and conditions set forth in this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement as an integral part hereof, and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Company, intending to be legally bound, hereby agree as follows:

#### **1. Scope of Services**

Company agrees to make available to the Client and provide such Services to the Client and its employees, contractors and representatives as directed by the Client.

#### **2. Fees**

The fees for furnishing the Services under this Agreement by the Company for the Client shall be based on the fee schedule which is attached Medical Work Order by this reference incorporated herein. Based upon the cost of providing such Services or requests for modified or different Services, the fee schedule (and any corresponding change to the Services to be provided) may be subject to adjustment and/or modification from time to time upon no less than thirty (30) days prior written notice to the Client and a corresponding amendment to the subject Exhibits.

#### **3. Payment**

## HEALTH AND WELLNESS SERVICES AGREEMENT

The fees for Services under this Agreement shall be due as set forth in the medical work order. Payment will be divided 50% upon signing of the Medical Work Order, 50% completion of scheduled medical exams within 30 days after receipt by Client of an invoice covering the service(s) rendered.

#### **4. No Conflicts or Referrals**

The Parties agree and acknowledge that the Services to be rendered by Company as contemplated by this Agreement shall constitute valuable and necessary services for the operation of Client's business, and that the amounts payable under Section 3 of this Agreement represent the fair market value of the items and services to be rendered by Company. The Parties further acknowledge that it is their intention that compensation payable under this Agreement shall be for actual services rendered and shall not represent, and is not intended to represent remuneration, direct or indirect, in consideration for the referral of patients or business generated between the Parties.

#### **5. Term of Agreement**

This Agreement shall commence on the Effective Date and continue until the last day of the 12th month following the Effective Date (the "Initial Term") and shall automatically renew for two additional terms (2 years) thereafter (each a "Renewal Term") (the Initial Term and each Renewal Term the "Term") unless until no less than ninety (90) days' prior written notice is provided by either Party of its intent to terminate the Agreement at the end of the then current Term, or the Agreement is terminated as provided in Section 6 below. Time is of the essence with respect to this Agreement.

#### **6. Termination**

(a) Termination for Cause by Company: Company may terminate this Agreement at any time for "Cause" (as hereinafter defined), effective immediately upon written notice to Client. As used herein, the term "Cause" shall mean a material and reoccurring material breach of this Agreement by the Client, which breach is curable, in the judgment of Company, and continues 30 days after receipt of written notice which states with particularity the nature of the breach. Failure to pay fees shall be considered "Cause" and shall be considered grounds for termination ten (10) days following the due date of the fees remaining unpaid in whole or in part.

(b) Termination Without Cause by Either Party: Company or Client may terminate this Agreement without cause, and for any reason or no reason, at any time after giving written notice of its intention to terminate to the other Party at least ninety (90) days prior to the intended date of termination. In the event of termination, the Company shall be paid for the Services performed to the date of termination in accordance with the terms of this Agreement.

(c) Change in Law: In the event there is a change or clarification in law, regulation, or policy by a court or governmental agency with regulatory jurisdiction over the Parties such that any of the terms or provisions of this Agreement could be deemed to be in violation or

contravention of applicable law or regulations, or either Party's right to compensation for its services will be affected materially and adversely by such changes or clarifications, the Parties agree to take such actions as may be necessary to modify this Agreement and to do such other things as they deem prudent or necessary to bring the affected provisions or terms into compliance while maintaining the Parties in substantially the same economic position. If the Parties are unable to mutually agree to amend the affected provisions of this Agreement after good faith negotiations, either Party may terminate the Agreement by providing not less than thirty (30) days advance written notice to the other, it being the express intent of the Parties that this Agreement comply at all times with applicable federal and Texas laws and regulations. The negotiation period shall be shortened as necessary to prevent either Party from operating in violation of applicable law.

## **7. Force Majeure**

Except for the duty to make payments hereunder when due, neither Party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including acts of God, earthquake, flood, freeze, explosion, fire, epidemic or other natural causes, riots, war, national emergency, invasion, insurrection, rebellion, strike, lockout, sabotage, acts of terrorism, civil strife, acts of public enemies, any laws, rules, regulations, orders, directives, or requirements of, or interference by any and acts of governmental authorities whether federal, state or local government, governmental agency, or officials, or agents thereof, or other circumstances, whether similar or dissimilar, foreseen or unforeseen. Delays due to the above causes, or any of them, shall not be deemed to be a breach of or failure to perform under this Agreement.

## **8. Relationship Between the Parties**

It is expressly understood that in the performances of the Services, the Company, and the agents and employees of the Company, shall act in an independent capacity and as an independent Company and contractor and not as officers, employees or agents of the Client.

## **9. Confidential Information**

During the Term of this Agreement and at any time thereafter, either Party (each, the "Receiving Party") who comes into possession of any Confidential Information (defined below) of the other (the "Disclosing Party"), will not disclose such Confidential Information to any other person or entity, without the Disclosing Party's consent. The term "Confidential Information" as used in Agreement includes, but is not limited to, the identities of clients and business partners, the names, addresses, phone numbers, email addresses, or other financial or personal information pertaining to clients or business partners, knowledge of the Disclosing Party's prospective clients, knowledge of actual or prospective business partners, affiliates, suppliers or vendors, methods of operation, processes, trade secrets, business plans, financial condition, profits, sales, net income, indebtedness, as the same may exist from time to time, and any other information, however documented, that is a trade secret within the meaning of the Texas Business & Commerce Code, the Texas Uniform Trade Secrets Act (TUTSA), and/or any similar



applicable law. Disclosing Party shall use at least the same degree of care as it employs in maintaining in confidence its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. The Disclosing Party hereby consents to the Receiving Party disclosing such information: (i) permitted expressly in the Agreement; (ii) to contractors providing administrative infrastructure, and other support services to the Receiving Party and subcontractors providing services in connection with this Agreement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (iv) to the extent such information (a) is or becomes publicly available other than as the result of a disclosure in breach hereof, (b) becomes available to the Receiving Party on a nonconfidential basis from a source that the Receiving Party believes is not prohibited from disclosing such information to the Receiving Party, (c) is already known by the Receiving Party without any obligation of confidentiality with respect thereto, or (d) is developed by the Receiving Party independently of any disclosures made to the Receiving Party hereunder.

## **10. Assignment**

This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party which due to the highly personal nature of the Services may be withheld, conditioned or delayed as determined in the sole discretion of the consenting Party. Notwithstanding the foregoing, in the event specialized Services are requested by the Client, the Company shall have the right to procure those services as a subcontractor from outside professionals with written notice to the Client in the event that the professional standards for providing those services would support such subcontracting.

## **11. Access to Records**

The Parties agree to comply with the federal privacy and security laws and regulations enacted pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Company shall document all services rendered during the term hereof in accordance with the policies and procedures of Client. Company shall ensure that its representatives prepare and submit such interpretive reports, forms, and documents as reasonably requested by Client to document the services rendered pursuant to this Agreement. Company may retain copies of all interpretive reports prepared by its representatives in connection with the Services. Client shall maintain and retain the interpretive reports, as required by Texas law and 45 C.F.R. §164.530(j)(2) of HIPAA. Company shall have access to and may copy, at its own expense, interpretive reports rendered by its representatives at all times throughout the term of this Agreement and for the applicable retention period thereafter. The Parties shall comply with all laws and regulations relating to the confidentiality and security of clinical records. Unless required by service of process, Company shall not provide access to or copies of records to any person other than on behalf of and at the request of Client. Company shall promptly advise Client upon receipt of any request for records.

Notwithstanding any other provision of this Agreement, in the event the access to records provisions of 42 U.S.C. §1395x(V)(I) are applicable to this Agreement, until the expiration of four (4) years after the termination of this Agreement, each Party shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Controller General of the United States General Accounting Office, or any of his or her duly authorized representatives, a copy of this Agreement and such books, documents, or records as are necessary to certify the nature and extent of the costs of the services provided by each Party under this Agreement. In connection with the foregoing, (a) the Parties acknowledge and agree that any privileges for documents or information under applicable attorney-client, accountant-client, or other legal privilege, if any, are not waived by this Section 11, or by any other provision of this Agreement; (b) subject to the other provisions of this Agreement regarding confidentiality, any Party may examine the records of the other Party and make copies of those records at the expense of the Party seeking the copies (the records are to be available during normal business hours at the principal place of business of the Party owning the records); and (c) the provisions of this Section 11 shall survive the termination of this Agreement.

## **12. Binding Effect; No Third-Party Beneficiaries**

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Subject to the immediately preceding sentence, nothing in this Agreement creates or will be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

## **13. No Waiver of Rights**

If Company fails to require Client to perform any terms of this Agreement, that failure does not prevent Company from later enforcing that term. If Company waives the Client's breach of a term, that waiver is not treated as waiving a later breach of the term.

## **14. Severability**

If any term is held invalid or unenforceable by a court of competent jurisdiction, that shall not affect the validity of any other terms and same shall be deemed to be severed from the Agreement.

## **15. Costs of Enforcement**

In any dispute arising under or relating to this Agreement, the Prevailing Party (defined below) shall be entitled to recover reasonable attorneys' and paralegals' fees and expenses incurred. For this purpose, the term "Prevailing Party" shall mean the Party whose position is substantially sustained in the settlement or in the final judgment rendered in any litigation.

## **16. Headings**



A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery or refusal of delivery; in the case of certified mail, when delivered or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day.

## **21. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original binding document but all of which shall constitute a single agreement. By signing below, the parties hereby acknowledge and agree that a signed, faxed, scanned copy or electronic signature of this Agreement shall be treated as an original document and signature binding to the terms and conditions contained herein.

## **22. Survival**

All provisions of this Agreement which by their sense and context are intended to survive the termination of this Agreement shall survive the termination of this Agreement for all purposes.

## **23. Arbitration**

As a matter of course the parties shall bring problems or potential problems to the attention of each other as soon as possible and discuss them. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement promptly by good faith negotiations between the appropriate representatives of the parties.

If the dispute is not resolved within twenty (20) days of the initiation of negotiations, either Party may initiate arbitration of the dispute under the auspices and procedures of the Commercial Arbitration Rules of the AAA through the Houston Office of the AAA. Initiation of class action arbitration is expressly forbidden. The arbitration shall be conducted by a single arbitrator (the "Expert") at a location in Montgomery County, Texas agreeable to the Parties. AAA will appoint the expert to serve as the Expert for the arbitration. Each Party will be responsible for paying one-half (1/2) of the fees charged by the AAA for the services provided in connection with this section. The arbitrator shall be governed by this Agreement and may not change it. The arbitrator may not award punitive damages. The award of the arbitrator shall finally resolve the dispute, and judgment upon the award may be entered by any court with jurisdiction to do so. The arbitration proceedings and any awards shall be confidential between the parties as evidenced by a nondisclosure agreement to be entered into between the parties as a condition precedent to receipt of any award. The procedures specified here shall be the sole and exclusive methods for the resolution of disputes between the Parties arising out of or relating to this Agreement.

## **24. Waiver of Jury Trial**

THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT.

*[Remainder of page intentionally left blank, signatures to follow]*

The Parties have executed this Agreement on the day and year first above written.

**[CLIENT NAME]:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FIRST RESPONSE FAMILY CLINIC:**

By: \_\_\_\_\_

Name: Jerry Bittner

Title: Manager









**City Council Meeting  
Agenda Item  
Data Sheet**

**Meeting Date:** August 7, 2023

**Topic:**

Consideration to approve Supplemental Number One to Oller Engineering, Inc. for Project Number 2023-10015, Rudolph Road Water Line Extension for an amount of \$30,580 (total not-to-exceed contract amount of \$80,000), approve the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This project was included in the FY 2022-2023 budget.

**Background:**

In March 2023, the City entered into a professional services agreement with Oller Engineering, Inc. to complete the design of a water line extension on Rudolph Road from Zion Road to the drainage channel on Rudolph Road. During the course of the design, it was determined the best course of action would be to extend the water line the entire length of Rudolph Road and tie into the existing water line at East Hufsmith. The proposed supplemental will complete the design of the water line, assist in bidding services, and oversee limited construction activities to ensure best practices are utilized during construction.

The contract supplemental increases the total contract amount by \$30,580, for a total not-to-exceed contract amount of \$80,000. This project was included in the FY 2022-2023 budget, and is an on-going capital improvement project.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving the supplemental with Oller Engineering, Inc. for an amount of \$30,580, with a total not-to-exceed contract amount of \$80,000.

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

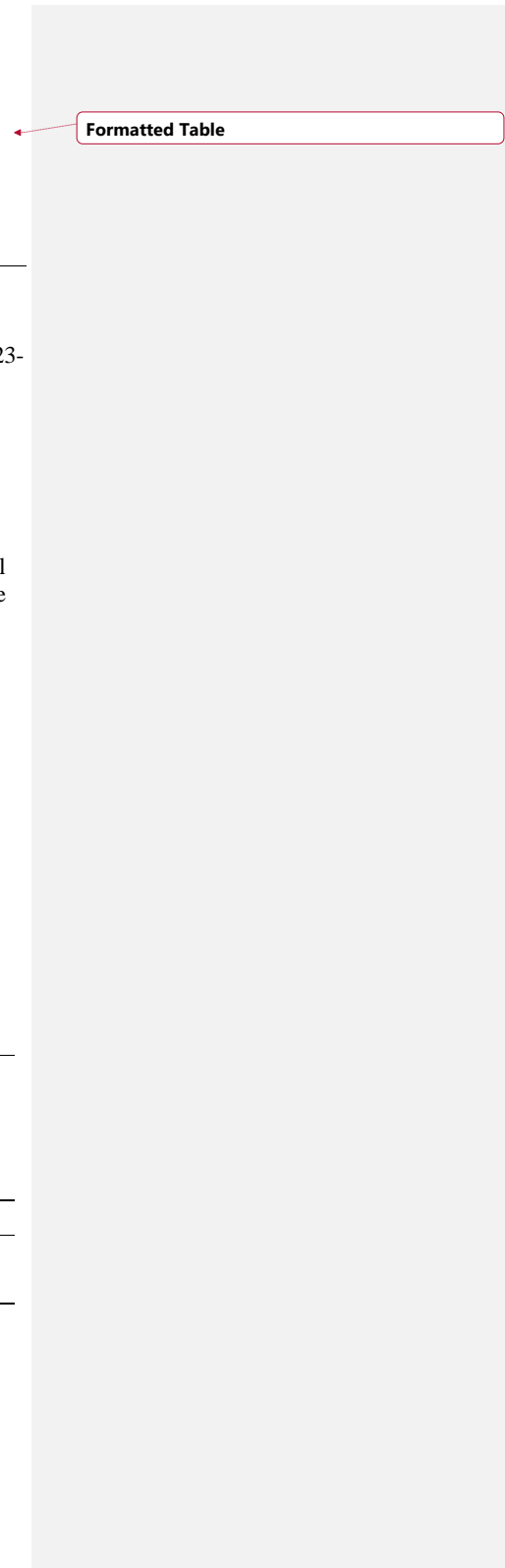
**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: #400-613-6409

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



Formatted Table

**SUPPLEMENTAL NO. 1  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10015  
CITY OF TOMBALL  
RUDOLPH ROAD WATER EXTENSION**

**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 Oller Engineering, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to a supplemental amendment to the Professional Services agreement for the design of the Rudolph Road Water Extension (the "Project"); and

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

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

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

**SECTION I.  
SCOPE OF AGREEMENT**

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

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

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

### **SECTION IV. TIME FOR PERFORMANCE**

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

### **SECTION V. COMPLIANCE AND STANDARDS**

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

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees**

**against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

**SECTION VII.  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$30,580.00 including reimbursable expenses as identified in Exhibit "A" for a total contract amount not to exceed \$80,000.00.

**SECTION VIII.  
INSURANCE**

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

**SECTION IX.  
TERMINATION**

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

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

All notices and communications under this Agreement shall be mailed by certified mail,

return receipt requested, to Consultant at the following address:

Oller Engineering, Inc.  
Attn: Rich Oller  
2811 Loop 289, Suite 17  
Lubbock, Texas 79423

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

### **SECTION XII. SUCCESSORS AND ASSIGNS**

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

### **SECTION XIII. DISCLOSURE OF INFORMATION**

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

### **SECTION XIV.**

## **MODIFICATIONS**

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

### **SECTION XV. ADDITIONAL SERVICES OF ENGINEER**

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

### **SECTION XVI. CONFLICTS OF INTEREST**

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

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

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

### **XVIII. MISCELLANEOUS PROVISIONS**

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

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

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

or rights.

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

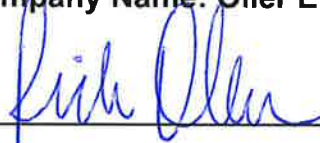
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore,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

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

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

EXECUTED on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Company Name: Oller Engineering, Inc.**



Name: Rich Oller, PE

Title: Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary





July 27, 2023

ADDENDUM NO. 1

ENGINEERING AGREEMENT PO # 23-0225  
PROFESSIONAL DESIGN SERVICES  
FOR  
RUDOLPH ROAD WATER LINE EXTENSION LOOP

Scope Change:

The original scope for professional services changed to add an additional 1300 feet plus a cased bore under CR Huffsmith to tie into an 8-inch PVC line on the south side of Huffsmith Rd. This will complete an 8-inch water line loop.

Additionally, topo survey is required as well as a Harris County Bore permit. Right-of-Way along the east side of Rudolph is required from easements acquired by the City of Tomball. These easement were previously acquired but have not be plotted. The surveyors shall follow the easement descriptions to establish this ROW for the correct placement of the water line. OEI shall coordinate the surveying effort for the ROW and topo required. The City will engage Ellis Surveying to complete the survey.

Plans and specifications for the project shall be completed along with Bidding Services to bid this project using CivCast. It is anticipated to use electronic bid services through CivCast to bid this project.

The additional engineering fee for this project is **\$30,580.00**

As Submitted:  
OLLER ENGINEERING, INC.

*Rich Oller*  
Rich Oller, PE, CPM  
CEO

ACCEPTED BY:  
City of Tomball, TX.

David Esquivel, PE, City Manager

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve an agreement with Cypress Holiday Decorating Concepts for holiday lighting services for Fiscal Year 2024, for a not-to-exceed amount of \$50,350.48 (RFP 2023-11), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures will need to be included in the Fiscal Year 2023-2024 Budget.

**Background:**

The proposed agreement with Cypress Holiday Decorating Concepts is for fiscal year 2024, beginning October 1 and expiring September 30, 2024, and has the option for three additional one-year renewals. Cypress Holiday Decorating Concepts was selected through the Request for Proposals process (RFP 2023-11), which allowed for interested parties to submit three different proposals: the Base Proposal, an Additive/Alternate Proposal, and a Recommended Proposal. Five firms submitted sealed proposals, with Cypress Holiday Decorating Concepts being selected as offering the best value to the City based on the proposed scope of work. The selection and discussions were held in accordance with the City's adopted Procurement Policy and Manual and state procurement law.

Following a discussion with City Council at the July 3 Regular City Council Meeting, staff has developed an agreement with Cypress Holiday Decorating Concepts for the Base Proposal to be completed which includes our current holiday lighting installation and the addition of all Memorial Trees to be wrapped at Depot Plaza.

This item authorizes an agreement with Cypress Holiday Decorating Concepts for holiday lighting services to be provided to the City annually, and authorizes the amount to be placed in the fiscal year 2023-2024 budget.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving an agreement with Cypress Holiday Decorating Concepts for holiday lighting services for an amount no-to-exceed \$50,350.48.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: #100-157-6329

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_



**CITY OF TOMBALL  
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

**Description of Services: Holiday Lighting Services**

This Agreement 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, Cypress Holiday Decorating Concepts (the "Company"), with an office at 13711 Pristine Lake Lane, Cypress, Texas 77429 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**

- 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 Exhibit B – 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; TERMINATION**

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from October 1, 2023 through September 30, 2024, with four additional one-year renewal options. 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 ninety days (90) 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**

This Agreement 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 \$50,350.48.

## 6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

## 7. IDEMNITY

### 7.1. 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.

### 7.2. 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.**

## 8. INSURANCE

### 8.1. 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 Employer's Liability	(where required – Statutory by State Law) \$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, 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.

### 8.2. 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.

#### 9. 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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:

13711 Pristine Lake Lane  
Cypress, Tx 77429  
cypresscontracting@gmail.com

#### 14. 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 20 day of July, 2023.

Cypress Holiday Decorating Concepts  
Company

Tracy B  
Signature

Tracy Birdsong  
Print Name

Christmas manager  
Title

THE STATE OF TEXAS

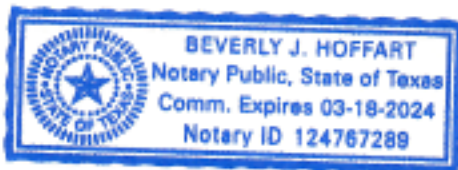
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 20 day of July, 2023,  
by Beverly J. Hoffart, on behalf of said entity.

Beverly J. Hoffart  
Notary Public, State of Texas



AGREED to and ACCPETED this \_\_\_ day of \_\_\_\_\_, 2023.

City of Tomball

\_\_\_\_\_  
David Esquivel, PE  
City Manager

Attest:

\_\_\_\_\_  
Tracylynn Garcia  
City Secretary



## EXHIBIT A HOLIDAY LIGHTING SCOPE OF WORK

### GENERAL DESCRIPTION:

The City of Tomball is seeking a Contractor to perform holiday decorating at the City's historic Depot Plaza and park, including decorating existing trees and structures, and the median at the intersection of Business 249 and FM 2920 (known as "Four Corners"). The basic scope will also include the provision and placement of decorations on the City's large-scale Christmas tree and a smaller Christmas tree in the City's gazebo (both located in the Depot Plaza).

The City is also seeking proposals to expand the decorations to include the full wrapping of all trees within the Depot Plaza, the trees along Main Street (FM 2920) and Market Street between Pine Street and Elm Street. Alternative proposals should also include providing lights and decorations at City facilities such as City Hall, Police Department, Administrative Services Building, Fire Station No. 1 and No. 2, Visitors Center, and IT buildings.

For all proposals, decorations must be set up and complete by the Friday after Thanksgiving and decorations are to be removed no later than two weeks after January 1 each year.

The selected proposal will provide all of the decorations and lights unless otherwise stated in the scope.

### INSTALLATION GENERAL SPECIFICATIONS

- I. The services to be provided for installation of lights on existing trees are described as follows:
  - A. Lights to be wrapped around trees must be wrapped around the trunks/branches and secured with tape **around all electrical connections**.
  - B. Cable ties may be used to secure lights on the trunks/branches if necessary.
  - C. All Contractor supplies extension cords used must be rated for outdoor use (minimum specification – 16/2 Gauge, Polarized, SJTW, UL Outdoor, 13 AMP).
  - D. All exposed cords must be properly covered and secured.
  - E. Lights strings are not to exceed 15 AMPs per breaker. Normal electrical configuration is three (3) tree per 15 AMP breaker.
  - F. Draping of lights should include a minimum of 15 braided lights per tree. If a tree requires a different number, the offeror may suggest a change to meet budget/lighting requirements. Proposer may provide design input.
  - G. Trees must be set at times that turn on at dusk and turn off at 3 a.m. daily.

### BASE PROPOSAL

All proposals must, at a minimum, including the following:

- I. Wrapping of Memorial Trees at Depot Plaza
  - A. Wrap approximately 33 memorial trees (Exhibit D) with two-inch spacing, or as recommended by the Proposer.

- B. Wrap the trunk and branches in mini wwLED lights in soft white to match other lighting projects described.
- II. City Facilities
- A. Depot Museum (Exhibit E)
    - 1. Lighting of roofline on all sides with C7 lights.
    - 2. Railing with 14" LED lit garland decorated with bows.
    - 3. Three (3) 60" LED lit decorated wreaths.
  - B. Depot Maintenance Building (Exhibit E)
    - 1. Lighting of roofline with C7 lights on all sides.
    - 2. One (1) 48" LED lit decorated wreath.
  - C. Depot Restroom (Exhibit F)
    - 1. Lighting of roofline on all sides with C7 lights.
    - 2. One (1) 48" LEF lit decorated wreath.
  - D. Depot Gazebo (Exhibit G)
    - 1. Lighting around the roofline of the Gazebo with C7 lights (3 rooflines of lights).
    - 2. Lighting around the inside roofline of the Gazebo with C7 lights (2 rooflines of lights).
    - 3. Railing with 14" LED lit garland decorated with bows.
- III. Streetlamp Post
- A. Decorate the 13 taller lamp posts in the Depot Plaza (Exhibit H) with two (2) 36" LED lit undecorated wreaths (back-to-back) per post.
  - B. Decorate the six (6) taller lamp posts along Main Street (Exhibit I) with LED lit 18" garland (9' per post) and one (1) 36" LED lit undecorated wreath.
  - C. Decorate the 30 shorter lamp posts located along Main Street (Exhibit J) between Pine Street and Elm Street, with LED lit decorated sprays or wreaths (two (2) sprays or wreaths back-to-back).
- IV. Four Corners Decorations (median at Business 249 and FM 2920) (Exhibit K)
- A. Two (2) 60" red ornaments on either side of the Tomball sign.
  - B. 18" LED lit garland, decorated, across the top of the sign.
- V. Additional Decorations
- A. Depot Plaza Tree
    - 1. Decorate the 20' tree (provided by the City) with ornaments, ribbons, and bows.
    - 2. Color scheme should include red, green, gold and silver.
    - 3. Ornaments should range in size from 8" to 12" minimum up to 24" maximum.
  - B. Depot Gazebo Tree
    - 1. Decorate the 9' flocked pine tree (provided by the City) with ornaments, ribbons, and bows, suspend a large star from the ceiling in the center of the Gazebo above the tree.
    - 2. Decorations can include any mix of colors, the primary use of this tree is for photography.
    - 3. Maximum size for ornaments should be 16".

**ADDITIVE/ALTERNATE PROPOSAL**

The City is interested in expanding the lighting of the downtown area. Each Proposer may provide their own design input, but the City would like to see proposals to include the following services in addition to the minimum services.

- I. Wrapping of Trees – wrap trees with two-inch spacing light, or as recommended by the Proposer. Wrap the trunk and branches in mini wwLED lights in soft white to match other lighting projects described, at the following locations:
    - A. 36 trees along the north and south side of Main Street, from Pine Street to Elm Street (Exhibit L).
    - B. One (1) Large Cedar tree at four Corners (SH 249 and FM 2920) (Exhibit K).
  - II. Wrapping of larger trees – wrap the entire trunk and 5 of the main branches 4-5 feet up the length of the branch at the following locations:
    - A. IT Building – 3 trees (Exhibit M).
    - B. Depot Plaza – 9 trees (Exhibit N).
- II. City Facilities
- A. Community Center (Exhibit O) – 221 Market Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
    3. Railing with 14" LEF lit garland decorated with bows.
  - B. City Hall/Police Station (Exhibit P) – 401 Market Street & 400 Fannin Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
    3. Railing with 14" LEF lit garland decorated with bows.
  - C. Heritage Plaza Parking Lot (Exhibit Q) – 401 Market Street
    1. Decorate the 6 lamp posts within Heritage Plaza with two (2) 36" LED lit undecorated wreaths (back-to-back) per post.
    2. Wrap the 3 trees within Heritage Plaza with two-inch spacing light, or as recommended by the Proposer. Wrap the trunk and branches in mini wwLED lights in soft white to match other lighting projects described.
  - D. Administrative Services Building/Public Works (Exhibit R) – 501 James Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
    3. Railing with 14" LEF lit garland decorated with bows.
  - E. Fire Department Station 1 (Exhibit S) – 1200 Rudel Road
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery located in the front of the building.
  - F. Fire Department Station 2 (Exhibit T) – 11725 Holderrieth Road
  - G. Visitors Center (Exhibit U) – 215 West Main Street
    1. Lighting around the roofline of the building with C7 lights.
  - H. IT Annex (Exhibit V) – 105 S. Cherry Street
    1. Lighting around the roofline of the building with C7 lights.
    2. Lighting in the shrubbery on all sides of the building.
- III. Exterior Music
- A. Depot area

1. Provide speakers located around the Depot area that covers the Depot Museum, restrooms and along Market Street frontage. Content of music to be provided by the City.

**Recommended Proposal**

We encourage all proposals to include a proposal based on their recommendation for holiday décor that would add value to the City's goals of increasing our holiday decorations. This could include additional lighting, trees, garlands, wreaths, or any other holiday decorations that can be placed on City property for the duration of the holiday season. All pricing for additional items must be shown separately in the proposal.

# EXHIBIT B

## *Cypress Holiday Decorating Concepts*

13711 Pristine Lake Ln.

Cypress, TX 77429

Fax: 281-516-3461

Email: CYPRESSCONTRACTING@GMAIL.COM



### City of Tomball Base Proposal 2023

**Red and Green with touches of Gold and Silver**

Price includes installation, extension cords, take-down, and 1 weekly check while the decorations are up.

	Qty	Qty Desc.	Unit Price	Total
<b>Wrapping of Memorial Trees at Depot Plaza</b>				
Wrap LED mini-lights on the trunks of the 33 Memorial oak trees in the park 15' up the trunk and 5 of the main branches 4-5 feet up the length of each branch	33	per tree	\$700.00	\$23,100.00
<b>City Facilities</b>				
<b>Depot Museum</b>				
Depot Museum lined with C7 LED lights on roofline	180	per ft.	\$7.40	\$1,332.00
Depot Museum railing lined with LED 14" lit decorated garland	131	per ft.	\$24.20	\$3,170.20
Depot Museum decorated with 60" LED lit decorated wreaths on the building in 3 locations	3	each	\$488.30	\$1,464.90
<b>Depot Maintenance Building</b>				
Maintenance building lined with C7 lights on roofline	50	per ft.	\$7.40	\$370.00
Maintenance building decorated with 1-48" LED lit decorated wreath	1	each	\$273.00	\$273.00
<b>Depot Restroom</b>				
Depot restroom with C7 lights on roofline	120	per ft.	\$7.40	\$888.00
Depot restroom decorated with 1-48" LED lit decorated wreath	1	each	\$273.00	\$273.00

## Depot Gazebo

C7 lights around the roofline of gazebo (3 rooflines of lights)	160	per ft.	\$7.40	\$1,184.00
C7 lights around the inside roofline of gazebo (2 rooflines of lights)	112	per ft.	\$7.40	\$828.80
Install 14" LED lit garland around the railings of gazebo (decorated with bows)	135	per ft.	\$24.20	\$3,267.00
Install LED mini-lights on the top half of the 8 poles of the gazebo. Starting at the top railing and ending at the hand railing.	8	each	\$25.00	\$200.00

## Streetlamp Post

Decorate the 13 taller lamp posts in the park with 2 -36" LED lit undecorated wreaths back-to-back per lamp post	26	each	\$178.50	\$4,641.00
Decorate the 6 taller lamp posts along the streets with LED lit 18" garland (9' per post)	54	per ft.	\$18.40	\$993.60
Decorate the 6 taller lamp posts along the streets with 1 - 36" LED lit undecorated wreath	6	each	\$178.50	\$1,071.00
Decorate the 30 shorter lamp posts with LED lit sprays with cedar, magnolia leaves, pinecones and bows (2 sprays back-to-back per lamp post)	60	each	\$68.30	\$4,098.00

## Four Corners Decorations (median at 249 and 2920)

2 - 60" red ornaments on either side of the Tomball sign	2	each	\$525.00	\$1,050.00
Garland - 18" LED Lit and decorated garland across the top of the sign	20	per ft.	\$27.30	\$546.00

## Additional Decorations

### Depot Plaza Tree

Decorate 20' tree with ornaments, ribbons, and bows	1	each	\$3,000.00	\$3,000.00
---	---	------	------------	------------

### Depot Gazebo Tree

Decorate 9' tree with ornaments, ribbons, and bows and large star hanging from ceiling in center of gazebo	1	each	\$900.00	\$900.00
Lift Rental	1	each	\$350.00	\$350.00

## Subtotal

**\$53,000.50**

## Christmas 2023

### Subtotal

**\$53,000.50**

### Tax

**\$0.00**

### Grand Total

**\$53,000.50**

Early deposit discounted price if deposit received before October 15, 2023:

**Discounted Christmas 2023**

**Subtotal**

**\$50,350.48**

**Tax**

**\$0.00**

**Grand Total**

**\$50,350.48**

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve the Appointment, by the City Manager, of Craig Meyers as Community Development Director, effective August 7, 2023.

**Background:**

As required under the City of Tomball Home Rule Charter, Sec. 7.11, the City Manager, with the approval of the Council, shall appoint Director of Community Development and such assistants as the Council shall deem advisable. This item approves the appointment of Craig Meyers as Community Development Director.

**Origination:** David Esquivel, City Manager

**Recommendation:**

Approve the Appointment of Craig Meyers

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



# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Approve Resolution No. 2023-36 A Resolution of The City of Tomball, Texas, Acknowledging Receipt Of The 2023 Certified Estimated Taxable Value, The 2023 Certification Of Estimated Collection Rate From The Harris County Tax Assessor-Collector, And The 2023 Tax Rate Calculation Worksheet As Calculated By The Harris County Tax Assessor-Collector Based On The Certified Estimated Taxable Value And Related Information; And Containing Related Provisions.

**Background:**

Chapter 26 of the Texas Property Tax Code outlines the following property tax related items that must be submitted to the governing body: the estimated taxable values, certified collection rate, and tax rate calculation worksheet that includes the applicable tax rate calculations based on the estimate taxable values.

**Origination:** Finance Director

**Recommendation:**

Approve Resolution 2023-36 taking the following actions:

1. Accept the 2023 Certified Estimated Taxable Value
2. Accept the 2023 Certification of Estimated Collection Rate from the Harris County Tax Assessor-Collector
3. Accept the 2023 Tax Rate Calculation Worksheet as calculated by the Harris County Tax Assessor-Collector based on the Certified Estimated Taxable Value
  - No-New-Revenue tax rate is \$0.251125 per \$100 valuation
  - Voter-Approval tax rate is \$0.291472 per \$100 valuation
  - De Minimus tax rate is \$0.279473 per \$100 valuation

**Party(ies) responsible for placing this item on agenda:** Katherine Tapscott, Finance 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 Katherine Tapscott 8/2/2023 Approved by \_\_\_\_\_



**RESOLUTION NO. 2023-36**

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, ACKNOWLEDGING RECEIPT OF THE 2023 CERTIFIED ESTIMATED TAXABLE VALUE, THE 2023 CERTIFICATION OF ESTIMATED COLLECTION RATE FROM THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR, AND THE 2023 TAX RATE CALCULATION WORKSHEET AS CALCULATED BY THE HARRIS COUNTY TAX ASSESSOR-COLLECTOR BASED ON THE CERTIFIED ESTIMATED TAXABLE VALUE AND RELATED INFORMATION; AND CONTAINING RELATED PROVISIONS.**

\* \* \* \* \*

**WHEREAS** on August 7, 2023, the City Council of the City of Tomball (the “Taxing Unit”) received the certified estimated taxable value and related information from its assessor and collector of taxes;

**WHEREAS** the City Council desires to proceed with the steps necessary to levy ad valorem taxes; **NOW THEREFORE;**

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

**SECTION 1.** The matters described in the preamble of this resolution are found and determined to be true and correct and are adopted, ratified and confirmed.

**SECTION 2.** All actions by the assessor and collector of taxes prior to this date, with respect to such calculations and publications are approved, ratified and confirmed in all respects.

**SECTION 3.** All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

**SECTION 4.** If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

**SECTION 5.** The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

**SECTION 6.** This resolution shall take effect immediately upon its adoption and signature.

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

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary



# Harris Central Appraisal District

13013 Northwest Freeway  
Houston TX 77040  
Telephone: (713) 812-5800

P.O. Box 920975  
Houston TX 77292-0975  
Information Center: (713) 957-7800



## Office of Chief Appraiser

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

July 25, 2023

## Board of Directors

Mike Sullivan, Chairman  
Martina Lemond Dixon, Secretary  
Al Odom, Assistant Secretary  
Ann Harris Bennett, Director  
*Tax Assessor-Collector, Ex-Officio Director*  
Jim Robinson, Director  
Jonathan Cowen, Director  
Kathy Blueford-Daniels, Director

Re: 2023 Sec. 26.01(a-1) Estimate  
City of Tomball

*Chief Appraiser*  
Roland Altinger  
*Deputy Chief Appraiser*  
Jason Cunningham  
*Taxpayer Liaison Officer*  
Teresa S. Terry

Dear Mayor Quinn:

As required by Texas Tax Code Sec. 26.01(a-1), we have prepared an estimate of taxable value for the above taxing jurisdiction for 2023.

While we have taken our best estimate of potential hearing loss into account, 2023 protests are still being received and formal hearings held during the next several months may cause further value reductions. Also, if fewer protests are filed, your value could possibly increase.

Your final taxable value will also be impacted by late-filed exemption applications, late applications for productivity valuation, correction motions under Tax Code Sec. 25.25, immediate residential homestead exemptions granted pursuant to Tax Code Sec. 11.42(f), and possible post-ARB appeals through binding arbitration, appeals to district court, or appeals to the State Office of Administrative Hearings.

Given these limitations, the estimated 2023 taxable value for the taxing unit identified above is:

**\$3,294,056,321**

The enclosed worksheet also provides additional estimated values that may be useful in your tax rate calculations.

Please do not hesitate to contact your HCAD jurisdiction coordinator or my office if you have questions regarding this estimate or other matters affecting appraisal district operations.

Sincerely,

Roland Altinger  
Chief Appraiser



# ANN HARRIS BENNETT

Tax Assessor-Collector  
www.hctax.net

July 18, 2023

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

Reference: Truth-In-Taxation

Dear Katherine Tapscott:

The following information is provided for City of Tomball's 2023 Truth-In-Taxation calculations, in accordance with the certification requirements of the Texas Property Tax Code (Tax Code) §26.04, on the Comptroller's Tax Rate Calculation Worksheets.

Per Tax Code §§26.04(b), (h), (h-1) and (h-2), if the 2023 anticipated collection rate is lower than the actual collection rates in any of the prior three years, use the lowest actual collection rate from that year. However, if the 2023 anticipated rate is higher than at least one of the rates in the prior three years, use the 2023 anticipated rate. Note that the rate can be greater than 100%. I hereby certify your anticipated collection rate for 2023 is 97.52% based on the following collection rates:

Anticipated Tax Year 2023 = 97.52%  
Tax Year 2022 = 97.52%  
Tax Year 2021 = 96.95%  
Tax Year 2020 = 100.29%

I hereby certify the amount of debt taxes collected in excess of the anticipated amount in the preceding year equals \$0.00. Tax Code §26.012(10) and 26.04(b)

I hereby certify the total amount of refunds issued in the preceding year equals \$232,736.17. Tax Code §26.012(13)

The Chief Appraiser will provide certified estimates on July 25, 2023.

Should you have any questions, or need further assistance, please call Elizabeth Doss at (713) 274-8110.

We look forward to working with you during the Truth-In-Taxation process.

Sincerely,

Ann Harris Bennett  
Harris County Tax Assessor-Collector

# 2023 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

City of Tomball	281-351-5484
Taxing Unit Name	Phone (area code and number)
401 Market Street Tomball, TX 77375	https://tomballtx.gov/
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2022 total taxable value.</b> Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 2,275,223,283
2.	<b>2022 tax ceilings.</b> Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 0
3.	<b>Preliminary 2022 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 2,275,223,283
4.	<b>2022 total adopted tax rate.</b>	\$ 0.287248 /\$100
5.	<b>2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.</b>	
	A. <b>Original 2022 ARB values:</b> ..... \$ 230,394,841	
	B. <b>2022 values resulting from final court decisions:</b> ..... - \$ 208,392,174	
	C. <b>2022 value loss.</b> Subtract B from A. <sup>3</sup>	\$ 22,002,667
6.	<b>2022 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	
	A. <b>2022 ARB certified value:</b> ..... \$ 356,085,195	
	B. <b>2022 disputed value:</b> ..... - \$ 89,421,777	
	C. <b>2022 undisputed value.</b> Subtract B from A. <sup>4</sup>	\$ 266,663,418
7.	<b>2022 Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 288,666,085

<sup>1</sup> Tex. Tax Code §26.012(14)  
<sup>2</sup> Tex. Tax Code §26.012(14)  
<sup>3</sup> Tex. Tax Code §26.012(13)  
<sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>2022 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 2,563,889,368
9.	<b>2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022.</b> Enter the 2022 value of property in deannexed territory. <sup>5</sup>	\$ 0
10.	<p><b>2022 taxable value lost because property first qualified for an exemption in 2023.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value.</p> <p><b>A. Absolute exemptions.</b> Use 2022 market value: ..... \$ -142,644</p> <p><b>B. Partial exemptions.</b> 2023 exemption amount or 2023 percentage exemption times 2022 value: ..... + \$ 8,764,889</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ 8,622,245
11.	<p><b>2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023.</b> Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022.</p> <p><b>A. 2022 market value:</b> ..... \$ 130,687</p> <p><b>B. 2023 productivity or special appraised value:</b> ..... - \$ 180</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ 130,507
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 8,752,752
13.	<b>2022 captured value of property in a TIF.</b> Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>2022 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 2,555,136,616
15.	<b>Adjusted 2022 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 7,339,578
16.	<b>Taxes refunded for years preceding tax year 2022.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. <sup>9</sup>	\$ 232,736
17.	<b>Adjusted 2022 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 7,572,314
18.	<p><b>Total 2023 taxable value on the 2023 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>11</sup></p> <p><b>A. Certified values:</b> ..... \$ 0</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$</p> <p><b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0</p> <p><b>D. Tax increment financing:</b> Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> ..... - \$ 0</p> <p><b>E. Total 2023 value.</b> Add A and B, then subtract C and D.</p>	\$ 0

<sup>5</sup> Tex. Tax Code §26.012(15)  
<sup>6</sup> Tex. Tax Code §26.012(15)  
<sup>7</sup> Tex. Tax Code §26.012(15)  
<sup>8</sup> Tex. Tax Code §26.03(c)  
<sup>9</sup> Tex. Tax Code §26.012(13)  
<sup>10</sup> Tex. Tax Code §26.012(13)  
<sup>11</sup> Tex. Tax Code §26.012, 26.04(c-2)  
<sup>12</sup> Tex. Tax Code §26.03(c)



Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup></p> <p><b>A. 2023 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ <u>1,019,887,461</u></p> <p><b>B. 2023 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ <u>2,274,168,860</u></p> <p><b>C. Total value under protest or not certified.</b> Add A and B. <span style="float: right;">\$ <u>3,294,056,321</u></span></p>	
20.	<b>2023 tax ceilings.</b> Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ <u>0</u>
21.	<b>2023 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ <u>3,294,056,321</u>
22.	<b>Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022.</b> Include both real and personal property. Enter the 2023 value of property in territory annexed. <sup>18</sup>	\$ <u>4,420,045</u>
23.	<b>Total 2023 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2023. <sup>19</sup>	\$ <u>274,283,478</u>
24.	<b>Total adjustments to the 2023 taxable value.</b> Add Lines 22 and 23.	\$ <u>278,703,523</u>
25.	<b>Adjusted 2023 taxable value.</b> Subtract Line 24 from Line 21.	\$ <u>3,015,352,798</u>
26.	<b>2023 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ <u>0.251125</u> /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. <sup>21</sup>	\$ _____ /\$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>2022 M&amp;O tax rate.</b> Enter the 2022 M&O tax rate.	\$ <u>0.180383</u> /\$100
29.	<b>2022 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,563,889,368</u>

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)  
<sup>17</sup> Tex. Tax Code §26.012(6)  
<sup>18</sup> Tex. Tax Code §26.012(17)  
<sup>19</sup> Tex. Tax Code §26.012(17)  
<sup>20</sup> Tex. Tax Code §26.04(c)  
<sup>21</sup> Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total 2022 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ 4,624,820
31.	<p><b>Adjusted 2022 levy for calculating NNR M&amp;O rate.</b></p> <p><b>A. M&amp;O taxes refunded for years preceding tax year 2022.</b> Enter the amount of M&amp;O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. .... + \$ 146,151</p> <p><b>B. 2022 taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. .... - \$ 0</p> <p><b>C. 2022 transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0</p> <p><b>D. 2022 M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... \$ 146,151</p> <p><b>E.</b> Add Line 30 to 31D.</p>	\$ 4,770,971
32.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,015,352,798
33.	<b>2023 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.158222 /\$100
34.	<p><b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup>  <b>If not applicable or less than zero, enter 0.</b></p> <p><b>A. 2023 state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p><b>B. 2022 state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ 0 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100
35.	<p><b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup>  <b>If not applicable or less than zero, enter 0.</b></p> <p><b>A. 2023 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. .... \$ 0</p> <p><b>B. 2022 indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. .... - \$ 0</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ 0 /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100

<sup>22</sup> [Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p><b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup>  <b>If not applicable or less than zero, enter 0.</b></p> <p><b>A. 2023 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p><b>B. 2022 indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p><b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p><b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ <u>0</u> /\$100
37.	<p><b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup>  <b>If not applicable or less than zero, enter 0.</b></p> <p><b>A. 2023 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. .... \$ <u>0</u></p> <p><b>B. 2022 eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. .... \$ <u>0</u></p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p><b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p><b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ <u>0</u> /\$100
38.	<p><b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p><b>A. Amount appropriated for public safety in 2022.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year ..... \$ <u>0</u></p> <p><b>B. Expenditures for public safety in 2022.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year ..... \$ <u>0</u></p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 ..... \$ <u>0</u> /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0</u> /\$100
39.	<p><b>Adjusted 2023 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ <u>0.158222</u> /\$100
40.	<p><b>Adjustment for 2022 sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.</p> <p><b>A.</b> Enter the amount of additional sales tax collected and spent on M&amp;O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent ..... \$ <u>5,455,563</u></p> <p><b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 ..... \$ <u>0.180926</u> /\$100</p> <p><b>C.</b> Add Line 40B to Line 39.</p>	\$ <u>0.339148</u> /\$100
41.	<p><b>2023 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ <u>0.351018</u> /\$100

<sup>25</sup> Tex. Tax Code §26.0442  
<sup>26</sup> Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p><b>Disaster Line 41 (D41): 2023 voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0 /\$100
42.	<p><b>Total 2023 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit’s budget as M&amp;O expenses.</p> <p><b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup></p> <p>Enter debt amount ..... \$ 4,175,694</p> <p><b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ 0</p> <p><b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ 0</p> <p><b>D. Subtract amount paid</b> from other resources ..... - \$ 768,235</p> <p><b>E. Adjusted debt.</b> Subtract B, C and D from A. .... \$ 3,407,459</p>	\$ 3,407,459
43.	<b>Certified 2022 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 0
44.	<b>Adjusted 2023 debt.</b> Subtract Line 43 from Line 42E.	\$ 3,407,459
45.	<p><b>2023 anticipated collection rate.</b></p> <p><b>A.</b> Enter the 2023 anticipated collection rate certified by the collector. <sup>30</sup> ..... 97.52 %</p> <p><b>B.</b> Enter the 2022 actual collection rate. .... 97.52 %</p> <p><b>C.</b> Enter the 2021 actual collection rate. .... 96.95 %</p> <p><b>D.</b> Enter the 2020 actual collection rate. .... 100.29 %</p> <p><b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup></p>	97.52 %
46.	<b>2023 debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 3,494,113
47.	<b>2023 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,294,056,321
48.	<b>2023 debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.106073 /\$100
49.	<b>2023 voter-approval tax rate.</b> Add Lines 41 and 48.	\$ 0.457091 /\$100
D49.	<p><b>Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ _____ /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)  
<sup>28</sup> Tex. Tax Code §26.012(7)  
<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)  
<sup>30</sup> Tex. Tax Code §26.04(b)  
<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0 /\$100

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes**

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller’s estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller’s Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup>  <b>Taxing units that adopted the sales tax in November 2022 or in May 2023.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November 2022.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 5,455,563
53.	<b>2023 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,294,056,321
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.165619 /\$100
55.	<b>2023 NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.251125 /\$100
56.	<b>2023 NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November 2022 or in May 2023.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.251125 /\$100
57.	<b>2023 voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.457091 /\$100
58.	<b>2023 voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.291472 /\$100

**SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control**

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit’s expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>2023 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,294,056,321
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	<b>2023 voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.291472 /\$100

<sup>32</sup> Tex. Tax Code §26.041(d)  
<sup>33</sup> Tex. Tax Code §26.041(i)  
<sup>34</sup> Tex. Tax Code §26.041(d)  
<sup>35</sup> Tex. Tax Code §26.04(c)  
<sup>36</sup> Tex. Tax Code §26.04(c)  
<sup>37</sup> Tex. Tax Code §26.045(d)  
<sup>38</sup> Tex. Tax Code §26.045(i)

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.<sup>39</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;<sup>40</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>41</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>42</sup>

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>43</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
<b>63. Year 3 component.</b>	Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67)..... \$ 0.287248 /\$100	
B.	Unused increment rate (Line 66)..... \$ 0.000000 /\$100	
C.	Subtract B from A..... \$ 0.287248 /\$100	
D.	Adopted Tax Rate..... \$ 0.287248 /\$100	
E.	Subtract D from C..... \$ 0.000000 /\$100	
<b>64. Year 2 component.</b>	Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67)..... \$ 0.331841 /\$100	
B.	Unused increment rate (Line 66)..... \$ 0.000000 /\$100	
C.	Subtract B from A..... \$ 0.331841 /\$100	
D.	Adopted Tax Rate..... \$ 0.333339 /\$100	
E.	Subtract D from C..... \$ -0.001498 /\$100	
<b>65. Year 1 component.</b>	Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 65)..... \$ 0.299554 /\$100	
B.	Unused increment rate (Line 64)..... \$ 0.000000 /\$100	
C.	Subtract B from A..... \$ 0.299554 /\$100	
D.	Adopted Tax Rate..... \$ 0.337862 /\$100	
E.	Subtract D from C..... \$ -0.038308 /\$100	
<b>66. 2023 unused increment rate.</b>	Add Lines 63E, 64E and 65E.	\$ 0 /\$100
<b>67. Total 2023 voter-approval tax rate, including the unused increment rate.</b>	Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.291472 /\$100

<sup>39</sup> Tex. Tax Code §26.013(a)

<sup>40</sup> Tex. Tax Code §26.013(c)

<sup>41</sup> Tex. Tax Code §§26.0501(a) and (c)

<sup>42</sup> Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

<sup>43</sup> Tex. Tax Code §26.063(a)(1)

<sup>44</sup> Tex. Tax Code §26.012(8-a)

<sup>45</sup> Tex. Tax Code §26.063(a)(1)

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup> This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
68.	<b>Adjusted 2023 NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.158222 /\$100
69.	<b>2023 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,294,056,321
70.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.015178 /\$100
71.	<b>2023 debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.106073 /\$100
72.	<b>De minimis rate.</b> Add Lines 68, 70 and 71.	\$ 0.279473 /\$100

**SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>46</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>47</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	<b>2022 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.287248 /\$100
74.	<b>Adjusted 2022 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. <b>- or -</b> If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. <sup>48</sup> Enter the final adjusted 2022 voter-approval tax rate from the worksheet. <b>- or -</b> If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	<b>Increase in 2022 tax rate due to disaster.</b> Subtract Line 74 from Line 73.	\$ 0 /\$100
76.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,555,136,616
77.	<b>Emergency revenue.</b> Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,015,352,798
79.	<b>Emergency revenue rate.</b> Divide Line 77 by Line 78 and multiply by \$100. <sup>49</sup>	\$ 0 /\$100

<sup>46</sup> Tex. Tax Code §26.042(b)  
<sup>47</sup> Tex. Tax Code §26.042(f)  
<sup>48</sup> Tex. Tax Code §26.042(c)  
<sup>49</sup> Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	<b>2023 voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ <u>0.291472</u> /\$100

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** ..... \$ 0.251125 /\$100  
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: 26
  
- Voter-approval tax rate.** ..... \$ 0.291472 /\$100  
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).  
 Indicate the line number used: 58
  
- De minimis rate.** ..... \$ 0.279473 /\$100  
 If applicable, enter the 2023 de minimis rate from Line 72.

**SECTION 9: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.<sup>50</sup>

**print here** ▶ Harris County Tax Assessor-Collector  
 \_\_\_\_\_  
 Printed Name of Taxing Unit Representative

**sign here** ▶ \_\_\_\_\_  
 Taxing Unit Representative

\_\_\_\_\_ Date

<sup>50</sup> Tex. Tax Code §§26.04(c-2) and (d-2)



# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Presentation, ~~discussion~~discussion, and possible action regarding citywide mowing operations.

**Background:**

In September 2019, City Council approved a resolution of exchanging right-of-way maintenance with Harris County. The rights-of-way exchange agreement allowed for the City of Tomball to take on the responsibility of maintaining 14,522 feet of right-of-way along portions of Quinn Road, Inwood Street, Hicks Street, Graham Drive, Medical Complex Drive, Hirschfield Road, High Meadow Road, Alice Road and Snook Lane. Harris Country assumed the responsibility of maintaining the right-of-way along 11,304 feet of Brown Road, Zion Road, Calvert Road, Park Road, and Tomball Cemetery Road.

~~The Public~~The Public Works department currently maintains approximately 40 properties, parks, drainage ways, rights-of-way and alleys. The acreage maintained is an estimated 252 acres. Mowing operations are typically from March to December. Parks are mowed on a weekly basis, while rights-of-ways, alleys and drainage ways are mowed monthly or on an as needed basis.

**Origination:** Public Works Department

**Recommendation:**

n/a

**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: # \_\_\_\_\_

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: August 7, 2023

**Topic:**

Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within the Raburn Reserve Public Improvement District in the City of Tomball, Public Improvement District Number Ten (PID 10), established by City Council Resolution No. 2019-41. The proposed Amended and Restated Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on October 7, 2019.

**Background:**

Pursuant to Chapter 372 of the Local Government Code, a single public hearing will be conducted on the proposed Levy of Assessment pursuant to the Amended and Restated Service and Assessment Plan and the proposed Assessment Roll on property within Raburn Reserve, located within Public Improvement District Number Ten (PID 10). The proposed Amended and Restated Service and Assessment Plan complies with the requirements of the approved Development Agreement, including the required private improvements approved by City Council on October 7, 2019.

PID Eligible Required Improvements	Non-PID Eligible Required Improvements
Paving	Paving (above the eligible reimbursement)
Water Distribution	Water (above the eligible reimbursement)
Sanitary Sewer	Sanitary Sewer (above the eligible reimbursement)
Storm Sewer/Detention	Storm Sewer (above the eligible reimbursement)
Natural Gas Line	Gas Line (above the eligible reimbursement)
Earthwork	Earthwork (above the eligible reimbursement)
Soft Cost (includes studies, review fees & permits)	Soft Cost (above the eligible reimbursement)

Notice of the Public Hearing was provided to the property owners, as required, and proper publication was made in the official newspaper and the City's website.

The first reading of the Ordinance will follow the public hearing; the second reading of the ordinance will be presented to Council at the regular Council meeting on August 21, 2022.

**Origination:** Project Management

**Recommendation:**

Conduct Public Hearing

**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

# NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

**MONDAY, AUGUST 7, 2023**



**6:00 P.M.**

**NOTICE IS HEREBY GIVEN THAT** a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on August 7, 2023 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Raburn Reserve Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

**The general nature of the proposed public improvements are:** (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**The estimated cost** to design, acquire and construct the Authorized Improvements within Improvement Area #3, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$7,000,000, plus the annual cost of supplemental services, if any, and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

**The boundaries of the District** includes approximately 110 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described below.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the assessments to be levied against each parcel in Improvement Area #3 of the District is available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas 77375.

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 5th day of July 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Tracylynn Garcia  
Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.ci.tomball.tx.us](http://www.ci.tomball.tx.us).

# Raburn Reserve Public Improvement District

---

2023 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
AUGUST 21, 2023



## TABLE OF CONTENTS

Table of Contents .....	1
Introduction .....	3
Section I: Definitions .....	6
Section II: The District .....	14
Section III: Authorized Improvements .....	14
Section IV: Service Plan .....	19
Section V: Assessment Plan .....	19
Section VI: Terms of the Assessments .....	25
Section VII: Assessment Roll .....	30
Section VIII: Additional Provisions .....	31
List of Exhibits .....	35
Exhibit A-1 – District Legal Description .....	37
Exhibit A-2 – Improvement Area #1 Legal Description .....	39
Exhibit A-3 – Improvement Area #2 Legal Description .....	41
Exhibit A-4 – Improvement Area #3 Legal Description .....	43
Exhibit B – District Boundary Map .....	46
Exhibit C – Authorized Improvements .....	47
Exhibit D – Service Plan .....	48
Exhibit E – Sources and Uses .....	49
Exhibit F – Improvement Area #1 Total Assessment Roll .....	50
Exhibit G – Improvement Area #1 Annual Installments .....	54
Exhibit H – Improvement Area #2 Total Assessment Roll .....	55
Exhibit I – Improvement Area #2 Annual Installments .....	59
Exhibit J – Improvement Area #3 Total Assessment Roll .....	60
Exhibit K – Improvement Area #3 Annual Installments .....	61
Exhibit L – Maximum Assessment and Special Benefit per Lot Type .....	62
Exhibit M – Concept Plan .....	63
Exhibit N – Improvement Area #1 Improvements Maps .....	64
Exhibit O – Improvement Area #2 Improvements Maps .....	69
Exhibit P – Improvement Area #3 Improvements Maps .....	74
Exhibit Q – Notice of PID Assessment Termination .....	80

Exhibit R – Improvement Area #1 Plat..... 83

Exhibit S – Improvement Area #2 Plat ..... 87

Exhibit T – Improvement Area #3 Plat ..... 89

Exhibit U – District Engineer’s Report..... 90

Exhibit V-1 – Raburn Reserve Public Improvement District – Lot Type 1 Buyer Disclosure..... 101

Exhibit V-2 – Raburn Reserve Public Improvement District – Lot Type 141-629-002-010 Buyer Disclosure..... 107

Exhibit V-3 – Raburn Reserve Public Improvement District – Lot Type 2 Buyer Disclosure..... 113

Exhibit V-4 – Raburn Reserve Public Improvement District – Lot Type 3 Initial Parcel Buyer Disclosure..... 119

Exhibit V-5 – Raburn Reserve Public Improvement District – Lot Type 3 Buyer Disclosure..... 125

## INTRODUCTION

Capitalized terms used in this 2023 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2023 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2023 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2023 Amended and Restated Service and Assessment Plan 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 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) and 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 August 21, 2023, the City approved Ordinance No. 2023-xx approving this 2023 Amended and Restated Service and Assessment Plan for the District by adopting the 2023 Assessment Ordinance, which serves to amend and restate 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 Bonds and (3) and updating the Assessment Rolls.

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

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

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 110.12 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2023 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Series 2023 Bonds and the Improvement Area #3 Series 2023 Bonds, incorporating provisions relating to the City's Improvement Area #3 Reimbursement Obligation and (3) updating the Assessment Rolls.

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

the updated Improvement Area #2 Assessment Roll is contained in **Exhibit H**. The Improvement Area #3 Assessment Roll is contained in **Exhibit J**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

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

## SECTION I: DEFINITIONS

**“2020 Service and Assessment Plan”** means the original Service and Assessment Plan approved by City Council on September 21, 2020.

**“2021 Annual Service Plan Update”** means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 16, 2021.

**“2022 Annual Service Plan Update”** means the Annual Service Plan Update to the 2021 Service and Assessment Plan approved by City Council on August 1, 2022.

**“2022 Amended and Restated Service and Assessment Plan”** means the Amended and Restated Service and Assessment Plan which serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2021 Annual Service Plan Update and the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2022 Bonds and Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City’s Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“2023 Annual Service Plan Update”** means the Annual Service Plan Update to the 2022 Amended & Restated Service and Assessment Plan approved by City Council on July 17, 2023.

**“2023 Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2023 Bonds and the Improvement Area #3 Series 2023 Bonds, incorporating provisions relating to the City’s Improvement Area #3 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“Actual Costs”** mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2023 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of

such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

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

**“Additional Interest Rate”** means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Improvement Area #3 Assessments securing the Improvement Area #3 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2023 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, the administration of the Improvement Area #2 Reimbursement Agreement, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

**“Annual Service Plan Update”** means an update to the 2023 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Property.

**“Assessment”** means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means the assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2023 Amended and Restated Service and Assessment Plan as **Exhibit F**, the Improvement Area #2 Assessment Roll is included as **Exhibit H** and the Improvement Area #3 Assessment Roll is included as **Exhibit J**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including First Year Annual Collection Costs and Bond Issuance Costs, as described in **Section III**.

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

**“City”** means the City of Tomball, Texas.

**“City Council”** means the duly elected governing body of the City.

**“County”** means Harris County, Texas.

**“Delinquency and Prepayment Reserve Fund”** means the funds established pursuant to the Indenture where the Additional Interest will be deposited.

**“Delinquent Collection Costs”** mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments,

or any other delinquent amounts due under this 2023 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

**“Developer”** means HT Raburn Reserve Development, L.P. a Texas limited partnership, and any successor developer of property in the District or any portion thereof.

**“Development Agreement”** means that certain Raburn Reserve Development Agreement between the City and the Developer dated as of October 7, 2019, as amended by that certain First Amendment to Raburn Reserve Development Agreement effective June 15, 2020.

**“District”** means the Raburn Reserve Public Improvement District containing approximately 110.12 acres located within the City as shown on **Exhibit B** and more specifically described on **Exhibit A-1**.

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

**“Estimated Buildout Value”** means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that may impact value.

**“First Year Annual Collection Costs”** means the estimated Annual Collection Costs for the first year following the levy of Assessments.

**“Improvement Area”** means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3 that are specifically defined and designated as a phase of the District.

**“Improvement Area #1”** means approximately 38.50 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #1 Plat attached as **Exhibit R**.

**“Improvement Area #1 Series 2020 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2020 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Series 2022 Bonds”** mean those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Annual Installment”** means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City

Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #1.

**“Improvement Area #1 Plat”** means the plat recorded in the Official Public Records of the County on August 12, 2020 and attached as **Exhibit R**.

**“Improvement Area #2”** means approximately 35.15 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #2 Plat attached as **Exhibit S**.

**“Improvement Area #2 Annual Installment”** means the annual installment payment on the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #2 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #2.

**“Improvement Area #2 Plat”** means the plat recorded in the Official Public Records of the County on February 18, 2022 and attached as **Exhibit S**.

**“Improvement Area #2 Series 2022 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Series 2023 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #3”** means approximately 33.7724 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #3 Plat attached as **Exhibit T**.

**“Improvement Area #3 Additional Bonds”** means those PID Bonds that are anticipated to be issued to refund the Improvement Area #3 Reimbursement Obligation that are secured by Improvement Area #3 Assessments.

**“Improvement Area #3 Annual Installment”** means the annual installment payment on the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable. The Additional Interest Rate is not charged on Improvement Area #3 Assessments securing the Improvement Area #3 Reimbursement Obligation.

**“Improvement Area #3 Assessed Property”** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**“Improvement Area #3 Assessment”** means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #3 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #3.

**“Improvement Area #3 Plat”** means the plat recorded in the Official Public Records of the County on and attached as **Exhibit T**.

**“Improvement Area #3 Reimbursement Agreement”** means that certain “Raburn Reserve Public Improvement District Improvement Area #3 Acquisition and Reimbursement Agreement” effective August 21, 2023 entered into by and between the City and Developer, whereby all or a portion of the Actual Costs as set forth herein will be paid to the Developer from Improvement Area #3 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #3 Assessments plus interest.

**“Improvement Area #3 Reimbursement Obligation”** means an amount not to exceed \$2,308,000 secured by Improvement Area #3 Assessments to be paid to Developer pursuant to the Improvement Area #3 Reimbursement Agreement.



**“Improvement Area #3 Series 2023 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #3)”, that are secured by Improvement Area #3 Assessments.

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

**“Lot”** means a tract of land upon which the levy of Assessments is based in this 2023 Amended and Restated Service and Assessment Plan, that is (1) a “lot” in a subdivision plat recorded in the official records of the County, (2) a development/concept plan or (3) a preliminary plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. general retail, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 2”** means a residential Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 3”** means a residential Lot within Improvement Area #3 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 141-629-002-010”** means a residential Lot within Improvement Area #1 that was previously classified as a Lot Type 1 for which the Assessment levied against it has been partially prepaid.

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

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit. Assessed Property converted to Non-Benefited Property, if the Assessments are not reallocated pursuant to the provisions herein, remain subject to the Assessments and requires the Assessments to be prepaid as provided herein.

**“Owner”** means the person in whom is vested the ownership, dominion, or title of property.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Harris County Appraisal District for real property tax purposes, by metes

and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

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

**“PID Bonds”** means bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof; and include Improvement Area #1 Series 2020 Bonds, Improvement Area #1 Series 2022 Bonds, Improvement Area #2 Series 2022 Bonds, Improvement Area #2 Series 2023 Bonds, and Improvement Area #3 Series 2023 Bonds.

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

**“Prepayment Costs”** means principal and interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment, and including any penalties.

**“Reimbursement Agreement”** means any reimbursement agreement, including the Improvement Area #3 Reimbursement Agreement, between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

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

**“Residential Lot”** means a Lot designed to include a residential home within a final subdivision plat and as determined by the Administrator and confirmed by the City Council.

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

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 110.12 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**. Development of the District is anticipated to include approximately 391 single-family homes, as shown on **Exhibit L**.

Improvement Area #1 includes approximately 38.50 acres as more particularly described in **Exhibit A-1** and depicted on **Exhibit B** and the Improvement Area #1 Plat on **Exhibit R**. Development of Improvement Area #1 contains 133 single-family homes.

Improvement Area #2 includes approximately 35.15 acres as more particularly described in **Exhibit A-2** and depicted on **Exhibit B** and the Improvement Area #2 Plat on **Exhibit S**. Development of Improvement Area #2 is anticipated to contain 118 single-family homes.

Improvement Area #3 includes approximately 33.7724 acres as more particularly described in **Exhibit A-3** and depicted on **Exhibit B** and the Improvement Area #3 Plat on **Exhibit T**. Development of Improvement Area #3 is anticipated to contain 140 single-family homes.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

### A. Improvement Area #1 Improvements

#### ▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, and retaining walls. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

#### ▪ *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping,

service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater services to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

## **B. Improvement Area #2 Improvements**

- *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

### **C. Improvement Area #3 Improvements**

- *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

#### **D. First Year Annual Collection Costs**

Equals the estimated cost of first year District administration.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Deposit to Delinquency and Prepayment Reserve Fund*

Includes initial deposit to Delinquency and Prepayment Reserve Fund.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, paying agent fees, Trustee fees and any other cost or expense directly associated with the issuance of PID Bonds.

Upon completion of construction of the Authorized Improvements, any cost underruns within a line item of Authorized Improvements, may be available to pay cost overruns on any other Authorized Improvement line item with the approval of the City; such changes shall be set forth in an Annual Service Plan Update.

#### SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. The Service Plan for the District is summarized on **Exhibit D**.

The sources and uses of funds required to construct the Authorized Improvements and pay the District Formation Expenses and Bond Issuance Costs are summarized on **Exhibit E**. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

#### SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The



PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and developers of the Assessed Property.

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that the Improvement Area #1 Improvements, Improvement Area #2 Improvements, and Improvement Area #3 Improvements shall be allocated between Improvement Area #1, Improvement Area #2, and Improvement Area #3 as follows:

- Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Improvements shall be allocated 100% to the Improvement Area #2 Assessed Property.
- Improvement Area #3 Improvements shall be allocated 100% to the Improvement Area #3 Assessed Property.
- First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable Assessment levy.
- Bond Issuance Costs shall be allocated entirely to the Assessed Property securing the applicable PID Bond.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied entirely on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied entirely on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J**.

The projected Improvement Area #3 Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

### **C. Findings of Special Benefit**

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

▪ *Improvement Area #1*

1. The costs of Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal \$5,843,420, as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal to or greater than the Actual Costs of the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1, which equal \$4,208,000, of which \$4,058,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$5,843,420) received by the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,208,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer acknowledged that Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and

approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #1 based on the Improvement Area #1 Plat attached as **Exhibit R**.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal \$5,255,127, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal to or greater than the Actual Costs of the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2, which equal \$5,174,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$5,255,127) received by the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 is equal to or greater than or equal to the amount of the Improvement Area #2 Assessments (\$5,174,000) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special

benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #2 based on the Improvement Area #2 Plat attached as **Exhibit S**.

▪ *Improvement Area #3*

1. The costs of Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 equal \$6,465,761, as shown on **Exhibit C**; and
2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 equal to or greater than the Actual Costs of the Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3; and
3. The Improvement Area #3 Assessed Property will be allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3, which equal \$5,648,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J**; and
4. The special benefit ( $\geq$  \$6,465,761) received by the Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 is equal to or greater than or equal to the amount of the Improvement Area #3 Assessments (\$5,648,000) levied on the Improvement Area #3 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Developer owned 100% of the Improvement Area #3 Assessed Property. The Developer acknowledged that Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and

Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #3 based on the Improvement Area #3 Plat attached as **Exhibit T**.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit G, Exhibit I, and Exhibit K** which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property for purposes of paying debt service on the PID Bonds shall exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest will not be collected on the Improvement Area #3 Reimbursement Obligation. Additional Interest shall be collected as part of each Annual Installment collected for purposes of paying debt service on the PID Bonds *and* shall be deposited into the Delinquency and Prepayment Reserve Fund, pursuant to the Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 5.84% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.82% as of July 26, 2023. The rate set by this Service and Assessment Plan of 5.84% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. Once PID Bonds are issued, the interest rate on the Assessments will equal the interest rate on the bonds plus additional interest. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

#### **F. Future Bonds to Finance Improvement Area #3 Reimbursement Obligation**

The City may issue PID Bonds in the future to finance the remaining Improvement Area #3 Reimbursement Obligation. At the time of such financing, the interest currently charged and paid on the portion of the Improvement Area #3 Assessments allocated to Improvement Area #3 Reimbursement Obligation shall cease being paid to the Developer and the portion of the Improvement Area #3 Assessments currently allocated to the Improvement Area #3

Reimbursement Obligation shall then bear interest at the rate of the PID Bonds issued to finance the Improvement Area #3 Reimbursement Obligation plus the Additional Interest.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

#### 1. *Upon Division Prior to Recording of Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

#### 2. *Upon Subdivision by a Recorded Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

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

#### **B. True-up of Assessments if Maximum Assessment Exceeded**

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

#### **C. Mandatory Prepayment of Assessments**

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

If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the costs estimated herein, each Assessment shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Any excess PID Bond proceeds remaining as a result of a cost savings for Authorized Improvements shall be applied to redeem the applicable series of outstanding PID Bonds pursuant to the applicable Indenture. Any such reduction in the costs of the Authorized Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement. The Assessments for each Improvement Area shall not, however, be reduced to an amount less than the related outstanding PID Bonds.

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

The Assessments shall not be reduced to an amount less than the amount due on the related outstanding series of PID Bonds and any related Reimbursement Obligation, as such Reimbursement Obligation may be reduced pursuant to this Section. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Assessed Properties from the Authorized Improvements completed.

If all the Authorized Improvements are not undertaken in any Improvement Area resulting in excess PID Bonds proceeds and excess Assessment revenues, then the City shall, at its discretion (i) in accordance with the applicable Indenture, reduce Assessments and Annual Installments for each applicable Assessed Property on a pro-rata basis to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, Annual Collection Costs, and/or (ii) reduce the outstanding Reimbursement Obligation relating to the applicable Reimbursement Agreement and reduce the applicable Assessments and Annual Installments to reflect only the amount required to repay the resulting reduced Reimbursement Obligation, if any. The applicable excess PID Bond proceeds shall be applied to redeem PID Bonds as set forth in the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the amount due on the related outstanding PID Bonds.



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

#### **E. Prepayment of Assessments**

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act, including all Prepayment Costs. If Prepayments will result in redemption of PID Bonds, the payment amount shall be reduced by the amount, if any, of reserve funds applied to the redemption pursuant to the terms of the applicable Indenture, net of any other costs applicable to the redemption of PID Bonds as set forth in the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

#### **F. Prepayment as a result of Eminent Domain Proceeding or Taking**

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefited Property. The Owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property.

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

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

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

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

### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Annual Installments for Improvement Area #1, **Exhibit I** shows the projected Annual Installments for Improvement Area #2, and **Exhibit K** shows the projected Annual Installments for Improvement Area #3. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

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

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

#### **H. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

### **SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the

Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Administrative Review**

To the extent consistent with the PID Act, an Owner of Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Owner fails to give such notice, such Owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred. The City may elect to designate a third party who is not an officer or employee of the City to serve as administrator of the District.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property Owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property Owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the District for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such

determination. This procedure shall be exclusive and its exhaustion by any property Owner shall be a condition precedent to any other appeal or legal action by such Owner.

#### **B. Termination of Assessments**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the Owner of the affected Assessed Property a recordable “Notice of the PID Assessment Termination,” attached hereto as **Exhibit Q**.

#### **C. Amendments**

Amendments to this 2023 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2023 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2023 Amended and Restated Service and Assessment Plan; and (4) for any other purpose authorized by the PID Act.

#### **D. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2023 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2023 Amended and Restated Service and Assessment Plan. Interpretations of this 2023 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by Owners or Developers adversely affected by the interpretation. Appeals shall be decided by the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the Owners and Developers and their successors and assigns.

#### **E. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this 2023 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit U-1, Exhibit U-2, Exhibit U-3, Exhibit U-4, and Exhibit U-5**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this

Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

## **F. Severability**

If any provision of this 2023 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Improvement Area #3 Legal Description
<b>Exhibit B</b>	District Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Improvement Area #3 Assessment Roll
<b>Exhibit K</b>	Improvement Area #3 Annual Installments
<b>Exhibit L</b>	Maximum Assessment and Special Benefit per Lot Type
<b>Exhibit M</b>	Concept Plan
<b>Exhibit N</b>	Improvement Area #1 Improvements Maps
<b>Exhibit O</b>	Improvement Area #2 Improvements Maps
<b>Exhibit P</b>	Improvement Area #3 Improvement Maps
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Improvement Area #1 Plat
<b>Exhibit S</b>	Improvement Area #2 Plat
<b>Exhibit T</b>	Improvement Area #3 Plat
<b>Exhibit U</b>	District Engineer's Report
<b>Exhibit V-1</b>	Lot Type 1 Buyer Disclosure



**Exhibit V-2** Lot Type 141-629-002-010 Buyer Disclosure

**Exhibit V-3** Lot Type 2 Buyer Disclosure

**Exhibit V-4** Lot Type 3 Initial Parcel Buyer Disclosure

**Exhibit V-5** Lot Type 3 Buyer Disclosure

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 110.12 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 110.12 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF OUTLOT 347 OUT OF THE CORRECTED MAP OF TOMBALL OUTLOTS AS RECORDED UNDER VOLUME (VOL.) 4, PAGE (PG.) 75 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) CONVEYED TO MICHAEL A. OTT IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) Y659052, AND ALL OF A CALLED 105.0452 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER H.C.C.F. NO. RP-2019-536600, THE SAID 110.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a 1/2" iron rod found on the east Right-of-Way (R.O.W.) line of South Persimmon Street (30-foot-wide) as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northwest corner of said 105.0452 acre tract and the herein described tract, and the southwest corner of Lot 1, Block 1 of Persimmon Properties, map or plat thereof recorded under Film Code Number (F.C. No.) 679815, H.C.M.R.;

**THENCE**, North 87°35'04" East, along the common line of said 105.0452 acre tract and said Persimmon Properties, a distance of 1,156.29 feet to a capped 5/8 inch iron rod stamped "Hovis" found on the west R.O.W. line of an unimproved 30-foot-wide R.O.W. as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, along the west R.O.W. line of said unimproved R.O.W., a distance of 1,672.68 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°47'53" East, along a northerly line of said 105.0452 acre tract, a distance of 508.88 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°08'45" East, a distance of 375.13 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°15'14" West, a distance of 506.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 832.20 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

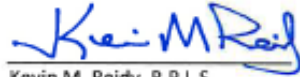
**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,162.57 feet to a Mag Nail found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 02°26'40" West, along the east R.O.W. line of said South Persimmon Street, a distance of 3,772.74 feet to the **POINT OF BEGINNING** and containing 110.12 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**



Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: December 02, 2020

Job No: 181-056-00

File No: R:\2018\181-056-00\Docs\Description\Boundary\181-056-00\_110AC-MB.doc

## EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 38.50 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 38.50 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 1-56, RESTRICTED RESERVE "E", AND RESTRICTED RESERVE "J", BLOCK 1, LOTS 1-32, AND RESTRICTED RESERVE "F", BLOCK 2, LOTS 1-11, AND RESTRICTED RESERVE "C", BLOCK 3, LOTS 1-34, RESTRICTED RESERVE "A", RESTRICTED RESERVE "B", RESTRICTED RESERVE "D", AND RESTRICTED RESERVE "L", BLOCK 4, OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), THE SAID 38.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the east Right-of-Way (R.O.W.) line of South Persimmon Street (width varies) as recorded under Volume (Vol.) 2, Page (Pg.) 65 H.C.M.R., and F.C. No. 692320 H.C.M.R., marking the northwest corner of Reserve "J" of said Block 1;

**THENCE**, along the northerly boundary lines of said Blocks 1 and 4, the following ten (10) courses and distances:

- 1) North 87°33'20" East, a distance of 328.46 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner, and the beginning of a non-tangent curve to the right;
- 2) In a northerly direction, along said non-tangent curve to the right having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet and a chord bearing North 04°54'22" West, a distance of 12.26 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 3) North 83°07'24" East, a distance of 50.06 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner and the beginning of a non-tangent curve to the left;
- 4) In a southerly direction, along said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet and a chord bearing South 08°06'10" East, a distance of 68.65 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 5) South 12°14'49" East, a distance of 98.61 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 6) North 77°45'11" East, a distance of 149.58 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 7) South 02°18'20" East, a distance of 349.16 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior;
- 8) North 87°44'47" East, a distance of 585.84 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 9) South 02°32'22" East, a distance of 162.27 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 10) North 87°47'53" East, a distance of 488.88 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of the herein described tract;

**THENCE**, along the easterly boundary lines of said Blocks 3 and 4, the following three (3) courses and distances:

- 1) South 02°08'45" East, a distance of 375.31 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 2) South 87°15'12" West, a distance of 486.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 02°32'22" East, a distance of 642.39 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of the herein described tract;

**THENCE**, along the southerly boundary lines of said Blocks 1, 2, and 3, the following thirteen (13) courses and distances:

- 1) South 87°27'38" West, a distance of 132.01 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

- 2) North 02°32'22" West, a distance of 8.74 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 87°27'38" West, a distance of 115.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 4) South 84°22'50" West, a distance of 46.42 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 5) South 77°31'46" West, a distance of 46.09 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 6) South 69°51'19" West, a distance of 493.36 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most southerly corner of the herein described tract;
- 7) North 02°26'40" West, a distance of 340.28 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 8) North 28°51'33" East, a distance of 111.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 9) North 52°49'40" West, a distance of 146.35 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 10) In a southwesterly direction, along said non-tangent curve to the left having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing South 35°03'12" West, a distance of 41.53 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 11) North 59°16'38" West, a distance of 50.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 12) In a northeasterly direction, along said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing North 16°52'54" East, a distance of 11.96 feet,;
- 13) South 87°33'20" West, a distance of 208.91 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of the herein described tract;

**THENCE**, North 02°26'40" West, along the westerly boundary line of said Block 1, a distance of 1,277.49 feet to the **POINT OF BEGINNING** and containing 38.50 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2022  
Job No: 181-056-00  
File No: R:\2018\181-056-00\Docs\Description\Boundary\38.50AC-MB.doc

## EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 35.15 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 35.15 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING OUT OF UNRESTRICTED RESERVE "H" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), THE SAID 35.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of Lot 11, Block 3 of said Raburn Reserve Sec 1, and the northeast corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 189.81 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of the herein described tract;

**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,121.94 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of the herein described tract, being in the arc of a non-tangent curve to the left;

**THENCE**, along the easterly R.O.W. line of said South Persimmon Road, the following six (6) courses and distances;

- 1) In a northerly direction, along said non-tangent curve to the left having a radius of 2,040.00 feet, a central angle of 00°31'32", an arc length of 18.71 feet and a chord bearing North 02°19'12" West, a distance of 18.71 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 2) North 02°34'58" West, a distance of 851.89 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the left;
- 3) In a northerly direction along said curve to the left having a radius of 2,040.00 feet, a central angle of 02°41'21", an arc length of 95.75 feet and a chord bearing North 03°55'39" West, a distance of 95.74 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 4) North 05°16'19" West, a distance of 152.73 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the right;
- 5) In a northerly direction, along said curve to the right having a radius of 2,960.00 feet, a central angle of 02°49'39", an arc length of 146.07 feet and a chord bearing North 03°51'30" West, a distance of 146.06 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;

6) North 02°26'40" West, a distance of 194.61 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of lot 56, block 1 of said Raburn Reserve Sec 1 and the northwest corner of the herein described tract;

**THENCE**, North 87°33'20" East, a distance of 208.91 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the westerly R.O.W. line of Sam Raburn Drive (50-foot-wide) as recorded under F.C. No. 692320, H.C.M.R, marking a point for corner, being in the arc of a non-tangent curve to the right;

**THENCE**, in a southwesterly direction, along said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing South 16°52'54" West, a distance of 11.96 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner;

**THENCE**, South 59°16'38" East, a distance of 50.00 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner, being in the arc of a non-tangent curve to the right;

**THENCE**, along said non-tangent curve to the right having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing North 35°03'12" East, a distance of 41.53 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 52°49'40" East, a distance of 146.35 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 28°51'33" West, a distance of 111.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, South 02°26'40" East, a distance of 340.28 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 69°51'19" East, a distance of 493.36 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 77°31'46" East, a distance of 46.09 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 84°22'50" East, a distance of 46.42 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 87°27'38" East, a distance of 115.00 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner;

**THENCE**, South 02°32'22" East, a distance of 8.74 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 87°27'38" East, a distance of 132.01 feet to the **POINT OF BEGINNING** and containing 35.15 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2021  
Job No: 181-056-02  
File No: R:\2018\181-056-02\Docs\Description\Boundary\Raburn\_Sec-2\_MB.doc

**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

**METES AND BOUNDS DESCRIPTION  
BEING 33.7724 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 33.7724 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF UNRESTRICTED RESERVE "G" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), AND ALL OF A CALLED 5.072 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) RP-2020-608023, THE SAID 33.7724 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the northwest corner of said Reserve "G";

**THENCE**, North 87°35'04" East, along the north line of said Reserve "G", a distance of 1,131.29 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the northeast corner of said reserve "G" and the herein described tract;

**THENCE**, South 02°32'22" East, along the east line of said reserve "G" and the east line of said 5.072 acre tract, a distance of 1,510.41 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the southeast corner of said 5.072 acre tract and the herein described tract;

**THENCE**, South 87°44'47" West, along the south line of said 5.072 acre tract, a distance of 585.84 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the southwest corner of said 5.072 acre tract;



**THENCE**, North 02°18'20" West, along the west line of said 5.072 acre tract, a distance of 349.16 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and an interior corner of the herein described tract;

**THENCE**, along the south line of said Reserve "G", the following six (6) bearings and distances;

- 1) South 77°45'11" West a distance of 149.58 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and the herein described tract;
- 2) North 12°14'49" West a distance of 98.61 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the beginning of a curve to the right;
- 3) In a northerly direction, along the arc of said curve to the right having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet, and a chord bearing of North 08°06'10" West, for a distance of 68.65 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Reserve "G" and the herein described tract;
- 4) South 83°07'24" West a distance of 50.06 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Reserve "G" and the herein described tract, and the beginning of a non-tangent curve to the left;
- 5) In a southerly direction, along the arc of said non-tangent curve to the left having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet, and a chord bearing of South 04°54'22" East, for a distance of 12.26 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and the herein described tract;
- 6) South 87°33'20" West a distance of 328.46 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of said Reserve "G" and the herein described tract;

**THENCE**, North 02°26'40" West, along the west line of said Reserve "G", a distance of 1,035.97 feet to the **POINT OF BEGINNING** and containing 33.7724 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPEpLS No. 10092300**



Kevin M. Reidy, R.P.L. — Texas  
Registration No. 6450 10011  
Meadowglen Lane  
Houston, Texas 77042  
713-784-4500

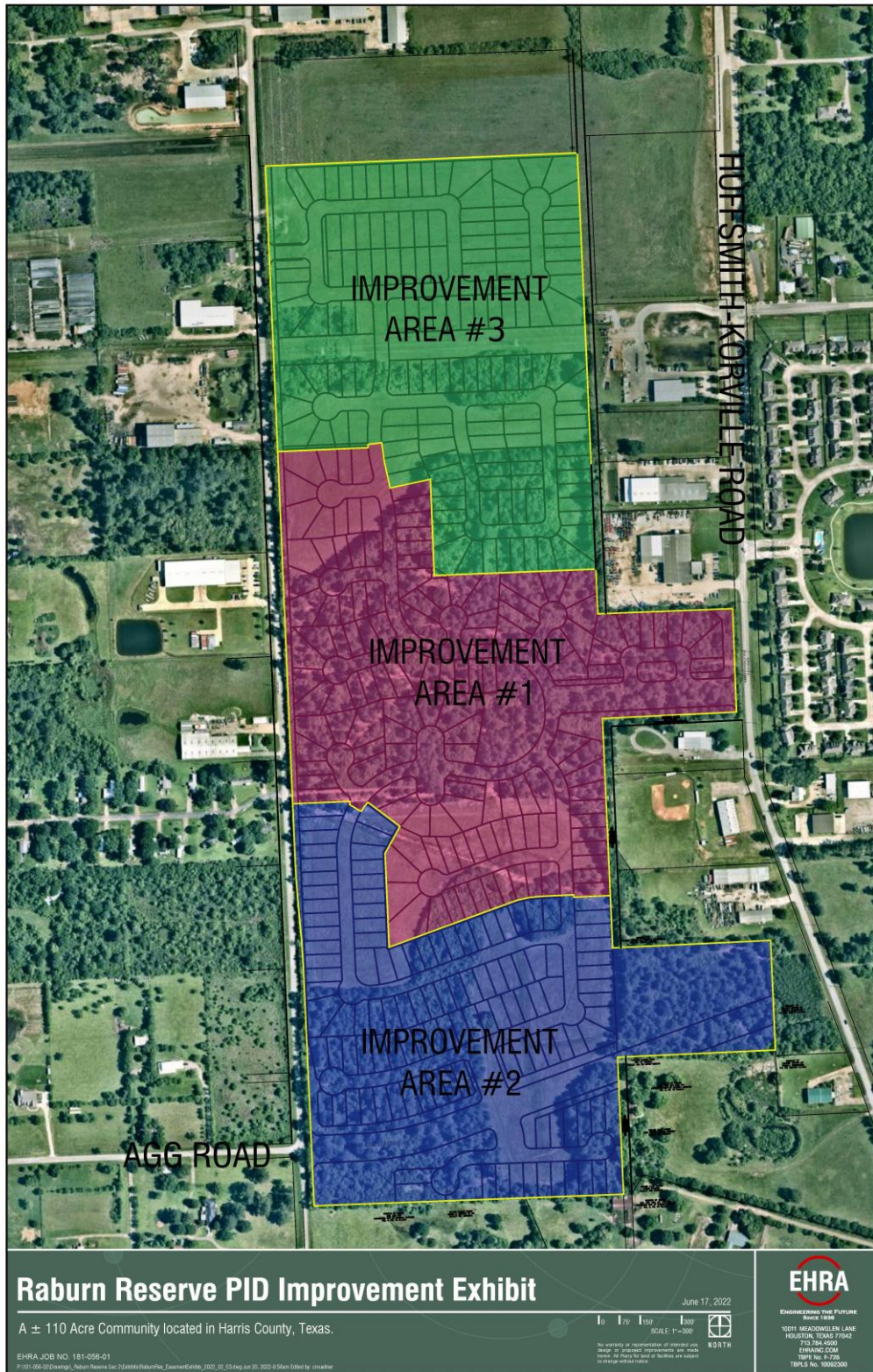


Date: November 03, 2022

Job No: 181-056-03

File No: R:\2018\181-056-03\Docs\Description\Boundary\Raburn\_Sec-3\_MB.doc

**EXHIBIT B – DISTRICT BOUNDARY MAP**



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]		Improvement Area #1		Improvement Area #2		Improvement Area #3	
			%	Cost	%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>								
Streets	\$	1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -	0.00%	\$ -
Water		212,679	100.00%	212,679	0.00%	-	0.00%	-
Wastewater		499,294	100.00%	499,294	0.00%	-	0.00%	-
Detention, Clearing and Grubbing [c]		1,362,175	100.00%	1,362,175	0.00%	-	0.00%	-
Natural Gas		150,840	100.00%	150,840	0.00%	-	0.00%	-
Soft Costs [d]		910,656	100.00%	910,656	0.00%	-	0.00%	-
	\$	5,017,795		\$ 5,017,795		\$ -		\$ -
<i>Improvement Area #2 Improvements</i>								
Streets[b]	\$	1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714	0.00%	\$ -
Water		435,468	0.00%	-	100.00%	435,468	0.00%	-
Wastewater		374,869	0.00%	-	100.00%	374,869	0.00%	-
Detention, Clearing and Grubbing [c]		364,958	0.00%	-	100.00%	364,958	0.00%	-
Natural Gas		235,000	0.00%	-	100.00%	235,000	0.00%	-
Soft Costs [d]		769,942	0.00%	-	100.00%	769,942	0.00%	-
	\$	4,141,950		\$ -		\$ 4,141,950		\$ -
<i>Improvement Area #3 Improvements</i>								
Excavation and Paving	\$	2,048,306	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,048,306
Water Distribution		422,687	0.00%	-	0.00%	-	100.00%	422,687
Wastewater Collection		565,724	0.00%	-	0.00%	-	100.00%	565,724
Storm Water Collection		743,651	0.00%	-	0.00%	-	100.00%	743,651
Clearing, Grubbing and Site Preparation [c]		205,150	0.00%	-	0.00%	-	100.00%	205,150
Natural Gas		250,000	0.00%	-	0.00%	-	100.00%	250,000
Soft Costs [d]		1,366,145	0.00%	-	0.00%	-	100.00%	1,366,145
	\$	5,601,663		\$ -		\$ -		\$ 5,601,663
<i>Other Costs</i>								
Deposit to Administrative Fund	\$	121,600		\$ 60,000		\$ 31,600		\$ 30,000
	\$	121,600		\$ 60,000		\$ 31,600		\$ 30,000
<i>Bond Issuance Costs [e]</i>								
Debt Service Reserve Fund	\$	878,886		\$ 225,530		\$ 397,543		\$ 255,813
Capitalized Interest		449,040		87,237		132,758		229,045
Deposit to Delinquency and Prepayment Reserve		63,460		20,890		25,870		16,700
Underwriter's Discount		424,782		150,640		173,942		100,200
Cost of Issuance		865,131		281,328		351,463		232,340
	\$	2,681,299		\$ 765,625		\$ 1,081,577		\$ 834,098
<b>Total</b>	<b>\$</b>	<b>17,564,308</b>		<b>\$ 5,843,420</b>		<b>\$ 5,255,127</b>		<b>\$ 6,465,761</b>

**Footnotes:**

[a] Costs were determined by the Engineering's Report attached hereto as Exhibit U.

[b] Includes excavation, paving, clearing, grubbing, and site preparation.

[c] Includes on and off-site costs as well as storm water pollution prevention plan.

[d] Includes engineering fees, geotech and construction materials testing fees and construction staking fees.

[e] Improvement Area #1 costs includes Series 2020 and 2022; Improvement Area #2 includes Series 2022 and 2023; Improvement Area #3 includes Series 2023.

## EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 73,922.50	\$ 72,923.55	\$ 77,918.31	\$ 82,913.07	\$ 86,908.88
Interest		\$ 191,858.43	\$ 188,910.66	\$ 186,016.22	\$ 182,952.48	\$ 179,626.24
	(1)	\$ 265,780.93	\$ 261,834.21	\$ 263,934.53	\$ 265,865.55	\$ 266,535.12
Annual Collection Costs	(2)	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87
Additional Interest	(3)	\$ 12,000.00	\$ 11,750.00	\$ 11,500.00	\$ 11,225.00	\$ 10,950.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 334,788.80</b>	<b>\$ 330,592.08</b>	<b>\$ 332,442.40</b>	<b>\$ 334,098.42</b>	<b>\$ 334,492.99</b>

Improvement Area #2						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 68,000.00	\$ 70,000.00	\$ 74,000.00	\$ 79,000.00	\$ 83,000.00
Interest		\$ 305,881.11	\$ 304,237.50	\$ 300,292.50	\$ 296,122.50	\$ 291,670.00
	(1)	\$ 373,881.11	\$ 374,237.50	\$ 374,292.50	\$ 375,122.50	\$ 374,670.00
Annual Collection Costs	(2)	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19
Additional Interest	(3)	\$ 25,870.00	\$ 37,680.00	\$ 37,330.00	\$ 36,960.00	\$ 36,565.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 441,256.30</b>	<b>\$ 453,422.69</b>	<b>\$ 453,127.69</b>	<b>\$ 453,587.69</b>	<b>\$ 452,740.19</b>

Improvement Area #3						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ -	\$ 79,000.00	\$ 84,000.00	\$ 89,000.00	\$ 93,000.00
Interest		\$ 229,045.14	\$ 343,537.20	\$ 338,730.90	\$ 333,620.30	\$ 328,205.40
	(1)	\$ 229,045.14	\$ 422,537.20	\$ 422,730.90	\$ 422,620.30	\$ 421,205.40
Annual Collection Costs	(2)	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
Additional Interest	(3)	\$ 27,090.00	\$ 27,090.00	\$ 27,090.00	\$ 26,855.00	\$ 26,605.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 286,135.14</b>	<b>\$ 480,227.20</b>	<b>\$ 481,032.90</b>	<b>\$ 481,311.54</b>	<b>\$ 480,283.36</b>

## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
<b>Sources of Funds</b>				
Improvement Area #1 Bonds <sup>[a],[e]</sup>	\$ 4,178,000	\$ -	\$ -	\$ 4,178,000
Owner Contribution <sup>[b]</sup>	1,665,420	81,127	817,761	2,564,308
Improvement Area #2 Bonds <sup>[f]</sup>	-	5,174,000	-	5,174,000
Improvement Area #3 Bonds	-	-	3,340,000	3,340,000
Improvement Area #3 Reimbursement Obligation	-	-	2,308,000	2,308,000
<b>Total Sources</b>	<b>\$ 5,843,420</b>	<b>\$ 5,255,127</b>	<b>\$ 6,465,761</b>	<b>\$ 17,564,308</b>
<b>Uses of Funds</b>				
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ -	\$ 5,017,795
Improvement Area #2 Improvements	-	4,141,950	-	4,141,950
Improvement Area #3 Improvements <sup>[c]</sup>	-	-	5,601,663	5,601,663
	<b>\$ 5,017,795</b>	<b>\$ 4,141,950</b>	<b>\$ 5,601,663</b>	<b>\$ 14,761,409</b>
<i>Bond Issuance Costs <sup>[d]</sup></i>				
Debt Service Reserve Fund	\$ 225,530	\$ 397,543	\$ 255,813	\$ 878,886
Capitalized Interest	87,237	132,758	229,045	449,040
Deposit to Delinquency and Prepayment Reserve	20,890	25,870	16,700	63,460
Underwriter's Discount	150,640	173,942	100,200	424,782
Cost of Issuance	281,328	351,463	232,340	865,131
	<b>\$ 765,625</b>	<b>\$ 1,081,577</b>	<b>\$ 834,098</b>	<b>\$ 2,681,299</b>
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 60,000	\$ 31,600	\$ 30,000	\$ 121,600
	<b>\$ 60,000</b>	<b>\$ 31,600</b>	<b>\$ 30,000</b>	<b>\$ 121,600</b>
<b>Total Uses</b>	<b>\$ 5,843,420</b>	<b>\$ 5,255,127</b>	<b>\$ 6,465,761</b>	<b>\$ 17,564,308</b>

**Footnotes:**

[a] Net of \$30,000 payment made to Developer under IA#2 Reimbursement Obligation in October 2022.

[b] The Owner Contribution is non-reimbursable to the Owner/Developer through PID Bonds or Assessments.

[c] Updated cost provided by Developer as of 4/4/2023.

[d] Bond Issuance Costs for Improvement Area #1 include Series 2020 and 2022 Bonds. Bond Issuance Costs for Improvement Area #2 include Series 2022 and 2023 Bonds. Bond Issuance Costs for Improvement Area #3 includes Series 2023 only.

[e] The bond par for Series 2020 is \$2,490,000 and Series 2022 is \$1,688,000.

[f] The bond par for Series 2022 is \$2,430,000 and Series 2023 is \$2,744,000.

## EXHIBIT F – IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-001-0001	Block 1, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0002	Block 1, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0003	Block 1, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0004	Block 1, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0005	Block 1, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0006	Block 1, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0007	Block 1, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0008	Block 1, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0009	Block 1, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0010	Block 1, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0011	Block 1, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0012	Block 1, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0013	Block 1, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0014	Block 1, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0015	Block 1, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0016	Block 1, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0017	Block 1, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0018	Block 1, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0019	Block 1, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0020	Block 1, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0021	Block 1, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0022	Block 1, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0023	Block 1, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0024	Block 1, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0025	Block 1, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0026	Block 1, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0027	Block 1, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0028	Block 1, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0029	Block 1, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0030	Block 1, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0031	Block 1, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0032	Block 1, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0033	Block 1, Lot 33	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0034	Block 1, Lot 34	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0035	Block 1, Lot 35	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0036	Block 1, Lot 36	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0037	Block 1, Lot 37	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0038	Block 1, Lot 38	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0039	Block 1, Lot 39	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0040	Block 1, Lot 40	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-001-0041	Block 1, Lot 41	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0042	Block 1, Lot 42	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0043	Block 1, Lot 43	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0044	Block 1, Lot 44	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0045	Block 1, Lot 45	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0046	Block 1, Lot 46	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0047	Block 1, Lot 47	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0048	Block 1, Lot 48	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0049	Block 1, Lot 49	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0050	Block 1, Lot 50	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0051	Block 1, Lot 51	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0052	Block 1, Lot 52	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0053	Block 1, Lot 53	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0054	Block 1, Lot 54	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0055	Block 1, Lot 55	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0056	Block 1, Lot 56	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-002-0001	Block 2, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0002	Block 2, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0003	Block 2, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0004	Block 2, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0005	Block 2, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0006	Block 2, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0007	Block 2, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0008	Block 2, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0009	Block 2, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0010	Block 2, Lot 10	1 - Partial Prepayment - 1416290020010 <sup>[e]</sup>	\$ 26,261.27	\$ 478.89	\$ 1,442.54	\$ 90.23	\$ 369.31	\$ 2,380.97
141-629-002-0011	Block 2, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0012	Block 2, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0013	Block 2, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0014	Block 2, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0015	Block 2, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0016	Block 2, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0017	Block 2, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0018	Block 2, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0019	Block 2, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0020	Block 2, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0021	Block 2, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0022	Block 2, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.



Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-002-0023	Block 2, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0024	Block 2, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0025	Block 2, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0026	Block 2, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0027	Block 2, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0028	Block 2, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0029	Block 2, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0030	Block 2, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0031	Block 2, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0032	Block 2, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0002	Block 3, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0003	Block 3, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0004	Block 3, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0005	Block 3, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0006	Block 3, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0007	Block 3, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0008	Block 3, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0009	Block 3, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0010	Block 3, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0011	Block 3, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0002	Block 4, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0003	Block 4, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0004	Block 4, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0005	Block 4, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0006	Block 4, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0007	Block 4, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0008	Block 4, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0009	Block 4, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0010	Block 4, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0011	Block 4, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0012	Block 4, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0013	Block 4, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0014	Block 4, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0015	Block 4, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0016	Block 4, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0017	Block 4, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

			Improvement Area #1 <sup>[a]</sup>					
Property ID	Lot and Block	Lot Type	Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-004-0018	Block 4, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0019	Block 4, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0020	Block 4, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0021	Block 4, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0022	Block 4, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0023	Block 4, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0024	Block 4, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0025	Block 4, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0026	Block 4, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0027	Block 4, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0028	Block 4, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0029	Block 4, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0030	Block 4, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0031	Block 4, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0032	Block 4, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0033	Block 4, Lot 33	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0034	Block 4, Lot 34	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-005-0001	Block 5, Reserve G, 28.7007 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-006-0001	Block 6, Reserve H, 24.7532 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-007-0001	Block 7, Reserve I, 6.3087 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0001	Block 8, Reserve K, .3195 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			<b>\$ 4,053,750.23</b>	<b>\$73,922.50</b>	<b>\$191,858.43</b>	<b>\$12,000.00</b>	<b>\$57,007.87</b>	<b>\$ 334,788.65</b>

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

## EXHIBIT G – 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 <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 49,947.63	\$ 93,593.43	\$ 23,974.86	\$ 98,265.00	\$ 12,000.00	\$ 57,007.87	\$ 334,788.80
2025	\$ 49,947.63	\$ 91,905.66	\$ 22,975.91	\$ 97,005.00	\$ 11,750.00	\$ 57,007.87	\$ 330,592.08
2026	\$ 54,942.40	\$ 90,218.72	\$ 22,975.91	\$ 95,797.50	\$ 11,500.00	\$ 57,007.87	\$ 332,442.40
2027	\$ 54,942.40	\$ 88,362.48	\$ 27,970.68	\$ 94,590.00	\$ 11,225.00	\$ 57,007.87	\$ 334,098.42
2028	\$ 54,942.40	\$ 86,506.24	\$ 31,966.49	\$ 93,120.00	\$ 10,950.00	\$ 57,007.87	\$ 334,492.99
2029	\$ 59,937.16	\$ 84,650.00	\$ 31,966.49	\$ 91,440.00	\$ 10,675.00	\$ 57,007.87	\$ 335,676.52
2030	\$ 59,937.16	\$ 82,625.00	\$ 36,961.25	\$ 89,760.00	\$ 10,375.00	\$ 57,007.87	\$ 336,666.28
2031	\$ 64,931.92	\$ 80,600.00	\$ 31,966.49	\$ 87,540.00	\$ 10,075.00	\$ 57,007.87	\$ 332,121.28
2032	\$ 64,931.92	\$ 78,000.00	\$ 41,956.01	\$ 85,620.00	\$ 9,750.00	\$ 57,007.87	\$ 337,265.81
2033	\$ 69,926.69	\$ 75,400.00	\$ 41,956.01	\$ 83,100.00	\$ 9,425.00	\$ 57,007.87	\$ 336,815.57
2034	\$ 74,921.45	\$ 72,600.00	\$ 41,956.01	\$ 80,580.00	\$ 9,075.00	\$ 57,007.87	\$ 336,140.33
2035	\$ 74,921.45	\$ 69,600.00	\$ 46,950.78	\$ 78,060.00	\$ 8,700.00	\$ 57,007.87	\$ 335,240.10
2036	\$ 79,916.21	\$ 66,600.00	\$ 46,950.78	\$ 75,240.00	\$ 8,325.00	\$ 57,007.87	\$ 334,039.86
2037	\$ 84,910.98	\$ 63,400.00	\$ 52,944.49	\$ 72,420.00	\$ 7,925.00	\$ 57,007.87	\$ 338,608.34
2038	\$ 84,910.98	\$ 60,000.00	\$ 57,939.26	\$ 69,240.00	\$ 7,500.00	\$ 57,007.87	\$ 336,598.10
2039	\$ 89,905.74	\$ 56,600.00	\$ 62,934.02	\$ 65,760.00	\$ 7,075.00	\$ 57,007.87	\$ 339,282.63
2040	\$ 94,900.50	\$ 53,000.00	\$ 63,932.97	\$ 61,980.00	\$ 6,625.00	\$ 57,007.87	\$ 337,446.35
2041	\$ 99,895.27	\$ 49,200.00	\$ 68,927.74	\$ 58,140.00	\$ 6,150.00	\$ 57,007.87	\$ 339,320.87
2042	\$ 104,890.03	\$ 45,200.00	\$ 74,921.45	\$ 54,000.00	\$ 5,650.00	\$ 57,007.87	\$ 341,669.35
2043	\$ 109,884.80	\$ 41,000.00	\$ 80,915.17	\$ 49,500.00	\$ 5,125.00	\$ 57,007.87	\$ 343,432.83
2044	\$ 114,879.56	\$ 36,600.00	\$ 81,914.12	\$ 44,640.00	\$ 4,575.00	\$ 57,007.87	\$ 339,616.55
2045	\$ 119,874.32	\$ 32,000.00	\$ 92,902.60	\$ 39,720.00	\$ 4,000.00	\$ 57,007.87	\$ 345,504.79
2046	\$ 124,869.09	\$ 27,200.00	\$ 98,896.32	\$ 34,140.00	\$ 3,400.00	\$ 57,007.87	\$ 345,513.27
2047	\$ 129,863.85	\$ 22,200.00	\$ 105,888.98	\$ 28,200.00	\$ 2,775.00	\$ 57,007.87	\$ 345,935.70
2048	\$ 134,858.61	\$ 17,000.00	\$ 112,881.65	\$ 21,840.00	\$ 2,125.00	\$ 57,007.87	\$ 345,713.14
2049	\$ 139,853.38	\$ 11,600.00	\$ 123,870.13	\$ 15,060.00	\$ 1,450.00	\$ 57,007.87	\$ 348,841.38
2050	\$ 149,842.90	\$ 6,000.00	\$ 126,866.99	\$ 7,620.00	\$ 750.00	\$ 57,007.87	\$ 348,087.76
<b>Total</b>	<b>\$ 2,397,486.44</b>	<b>\$ 1,581,661.53</b>	<b>\$ 1,656,263.55</b>	<b>\$ 1,772,377.50</b>	<b>\$ 198,950.00</b>	<b>\$ 1,539,212.49</b>	<b>\$ 9,145,951.51</b>

**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 H – IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
145-555-001-0001	Block 1, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0002	Block 1, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0003	Block 1, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0004	Block 1, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0005	Block 1, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0006	Block 1, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0007	Block 1, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0008	Block 1, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0009	Block 1, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0010	Block 1, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0011	Block 1, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0012	Block 1, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0013	Block 1, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0014	Block 1, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0015	Block 1, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0016	Block 1, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0017	Block 1, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0018	Block 1, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0019	Block 1, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0020	Block 1, Lot 20	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0021	Block 1, Lot 21	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0022	Block 1, Lot 22	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0023	Block 1, Lot 23	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0001	Block 2, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0002	Block 2, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0003	Block 2, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0004	Block 2, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0005	Block 2, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0006	Block 2, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0007	Block 2, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0008	Block 2, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0009	Block 2, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0010	Block 2, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0011	Block 2, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0012	Block 2, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0013	Block 2, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0014	Block 2, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0015	Block 2, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0016	Block 2, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0017	Block 2, Lot A	Non-Benefited <sup>[a]</sup>						
145-555-002-0018	RES F Block 2 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
145-555-003-0001	Block 3, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0002	Block 3, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0003	Block 3, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0004	Block 3, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0005	Block 3, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0006	Block 3, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0007	Block 3, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0008	Block 3, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0009	Block 3, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0010	Block 3, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0011	Block 3, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0012	Block 3, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0013	Block 3, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0014	Block 3, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0015	Block 3, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0016	Block 3, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0017	Block 3, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0018	Block 3, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0019	Block 3, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0020	Block 3, Lot 20	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0021	Block 3, Lot 21	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0022	Block 3, Lot 22	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0023	Block 3, Lot 23	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0024	Block 3, Lot 24	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0025	Block 3, Lot 25	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0026	Block 3, Lot 26	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0027	Block 3, Lot 27	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0028	Block 3, Lot 28	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0029	Block 3, Lot 29	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0030	Block 3, Lot 30	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0031	Block 3, Lot 31	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0032	Block 3, Lot 32	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0033	Block 3, Lot 33	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0034	Block 3, Lot 34	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0035	Block 3, Lot 35	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0036	Block 3, Lot 36	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0037	Block 3, Lot 37	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0038	Block 3, Lot 38	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0039	Block 3, Lot 39	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0040	Block 3, Lot 40	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
145-555-003-0041	Block 3, Lot 41	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0042	Block 3, Lot 42	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0043	Block 3, Lot 43	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0044	Block 3, Lot 44	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0045	Block 3, Lot 45	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0046	Block 3, Lot 46	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0047	Block 3, Lot 47	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0048	Block 3, Lot 48	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0049	Block 3, Lot 49	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0050	Block 3, Lot 50	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0051	Block 3, Lot 51	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0052	Block 3, Lot 52	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0053	Block 3, Lot 53	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0054	Block 3, Lot 54	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0055	Block 3, Lot 55	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0056	Block 3, Lot 56	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0057	Block 3, Lot 57	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0058	Block 3, Lot 58	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0059	Block 3, Lot 59	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0060	Block 3, Lot 60	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0061	RES E Block 3 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-004-0001	Block 4, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0002	Block 4, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0003	Block 4, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0004	Block 4, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0005	Block 4, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0006	Block 4, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0007	Block 4, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0008	Block 4, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0009	Block 4, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0010	Block 4, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0011	Block 4, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0012	Block 4, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0013	Block 4, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0014	Block 4, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0015	Block 4, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0016	Block 4, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0017	Block 4, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0018	Block 4, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0019	Block 4, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

			Improvement Area #2 <sup>[b]</sup>					
Property ID	Lot and Block	Lot Type	Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			<b>\$5,174,000.28</b>	<b>\$68,000.00</b>	<b>\$ 305,881.11</b>	<b>\$ 25,870.00</b>	<b>\$ 41,505.19</b>	<b>\$ 441,256.28</b>

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #2 Series 2022 Bonds		Improvement Area #2 Series 2023 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 30,000.00	\$ 150,292.50	\$ 38,000.00	\$ 155,588.61	\$ 25,870.000	\$ 41,505.19	\$ 441,256.30
2025	\$ 32,000.00	\$ 148,642.50	\$ 38,000.00	\$ 155,595.00	\$ 37,680.000	\$ 41,505.19	\$ 453,422.69
2026	\$ 34,000.00	\$ 146,882.50	\$ 40,000.00	\$ 153,410.00	\$ 37,330.000	\$ 41,505.19	\$ 453,127.69
2027	\$ 36,000.00	\$ 145,012.50	\$ 43,000.00	\$ 151,110.00	\$ 36,960.000	\$ 41,505.19	\$ 453,587.69
2028	\$ 38,000.00	\$ 143,032.50	\$ 45,000.00	\$ 148,637.50	\$ 36,565.000	\$ 41,505.19	\$ 452,740.19
2029	\$ 41,000.00	\$ 140,942.50	\$ 48,000.00	\$ 146,050.00	\$ 36,150.000	\$ 41,505.19	\$ 453,647.69
2030	\$ 43,000.00	\$ 138,687.50	\$ 51,000.00	\$ 143,290.00	\$ 35,705.000	\$ 41,505.19	\$ 453,187.69
2031	\$ 46,000.00	\$ 136,000.00	\$ 55,000.00	\$ 140,357.50	\$ 35,235.000	\$ 41,505.19	\$ 454,097.69
2032	\$ 49,000.00	\$ 133,125.00	\$ 58,000.00	\$ 137,195.00	\$ 34,730.000	\$ 41,505.19	\$ 453,555.19
2033	\$ 52,000.00	\$ 130,062.50	\$ 62,000.00	\$ 133,860.00	\$ 34,195.000	\$ 41,505.19	\$ 453,622.69
2034	\$ 56,000.00	\$ 126,812.50	\$ 65,000.00	\$ 130,295.00	\$ 33,625.000	\$ 41,505.19	\$ 453,237.69
2035	\$ 60,000.00	\$ 123,312.50	\$ 70,000.00	\$ 126,557.50	\$ 58,890.000	\$ 41,505.19	\$ 480,265.19
2036	\$ 64,000.00	\$ 119,562.50	\$ 74,000.00	\$ 122,532.50	\$ 58,240.000	\$ 41,505.19	\$ 479,840.19
2037	\$ 68,000.00	\$ 115,562.50	\$ 79,000.00	\$ 118,277.50	\$ 57,550.000	\$ 41,505.19	\$ 479,895.19
2038	\$ 72,000.00	\$ 111,312.50	\$ 83,000.00	\$ 113,735.00	\$ 56,815.000	\$ 41,505.19	\$ 478,367.69
2039	\$ 77,000.00	\$ 106,812.50	\$ 89,000.00	\$ 108,962.50	\$ 56,040.000	\$ 41,505.19	\$ 479,320.19
2040	\$ 83,000.00	\$ 102,000.00	\$ 94,000.00	\$ 103,845.00	\$ 55,210.000	\$ 41,505.19	\$ 479,560.19
2041	\$ 88,000.00	\$ 96,812.50	\$ 100,000.00	\$ 98,440.00	\$ 54,325.000	\$ 41,505.19	\$ 479,082.69
2042	\$ 94,000.00	\$ 91,312.50	\$ 106,000.00	\$ 92,690.00	\$ 53,385.000	\$ 41,505.19	\$ 478,892.69
2043	\$ 100,000.00	\$ 85,437.50	\$ 113,000.00	\$ 86,595.00	\$ 52,385.000	\$ 41,505.19	\$ 478,922.69
2044	\$ 107,000.00	\$ 79,187.50	\$ 120,000.00	\$ 80,097.50	\$ 51,320.000	\$ 41,505.19	\$ 479,110.19
2045	\$ 114,000.00	\$ 72,500.00	\$ 128,000.00	\$ 73,197.50	\$ 50,185.000	\$ 41,505.19	\$ 479,387.69
2046	\$ 122,000.00	\$ 65,375.00	\$ 135,000.00	\$ 65,837.50	\$ 48,975.000	\$ 41,505.19	\$ 478,692.69
2047	\$ 130,000.00	\$ 57,750.00	\$ 144,000.00	\$ 58,075.00	\$ 47,690.000	\$ 41,505.19	\$ 479,020.19
2048	\$ 139,000.00	\$ 49,625.00	\$ 153,000.00	\$ 49,795.00	\$ 46,320.000	\$ 41,505.19	\$ 479,245.19
2049	\$ 148,000.00	\$ 40,937.50	\$ 163,000.00	\$ 40,997.50	\$ 44,860.000	\$ 41,505.19	\$ 479,300.19
2050	\$ 159,000.00	\$ 31,687.50	\$ 173,000.00	\$ 31,625.00	\$ 43,305.000	\$ 41,505.19	\$ 480,122.69
2051	\$ 169,000.00	\$ 21,750.00	\$ 183,000.00	\$ 21,677.50	\$ 41,645.000	\$ 41,505.19	\$ 478,577.69
2052	\$ 179,000.00	\$ 11,187.50	\$ 194,000.00	\$ 11,155.00	\$ 39,885.000	\$ 41,505.19	\$ 476,732.69
<b>Total</b>	<b>\$ 2,430,000.00</b>	<b>\$ 3,054,375.88</b>	<b>\$ 2,744,000.00</b>	<b>\$ 2,999,481.11</b>	<b>\$ 1,301,070.00</b>	<b>\$ 1,203,650.51</b>	<b>\$ 13,599,819.12</b>

**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 J – IMPROVEMENT AREA #3 TOTAL ASSESSMENT ROLL

Property ID	Legal Description	Improvement Area #3 <sup>[a]</sup>					
		Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest <sup>[f]</sup>	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d],[e]</sup>
141-629-005-0001	Improvement Area #3 Initial Parcel	\$ 4,799,781.46	\$ -	\$ 194,647.06	\$ 23,021.61	\$ 25,494.59	\$ 243,163.27
035-292-000-0347	Improvement Area #3 Initial Parcel	\$ 848,218.54	\$ -	\$ 34,398.08	\$ 4,068.39	\$ 4,505.41	\$ 42,971.87
<b>Total</b>		<b>\$ 5,648,000.00</b>	<b>\$ -</b>	<b>\$ 229,045.14</b>	<b>\$ 27,090.00</b>	<b>\$ 30,000.00</b>	<b>\$ 286,135.14</b>

**Footnotes:**

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

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

[d] The Annual Installment covers the period September 15, 2023 to September 14, 2024, and is due by January 31, 2024.

[e] For billing purposes only, until a plat has been recorded with the Improvement Area #3 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #3 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

[f] Additional Interest will not be collected on the Reimbursement Obligation.

## EXHIBIT K – IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs [c]	Total Annual Installment [d]
	Principal	Interest [a]	Principal	Interest [b]			
2024	\$ -	\$ 229,045.14	\$ -	\$ -	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14
2025	\$ 47,000.00	\$ 208,750.00	\$ 32,000.00	\$ 134,787.20	\$ 27,090.00	\$ 30,600.00	\$ 480,227.20
2026	\$ 50,000.00	\$ 205,812.50	\$ 34,000.00	\$ 132,918.40	\$ 27,090.00	\$ 31,212.00	\$ 481,032.90
2027	\$ 53,000.00	\$ 202,687.50	\$ 36,000.00	\$ 130,932.80	\$ 26,855.00	\$ 31,836.24	\$ 481,311.54
2028	\$ 55,000.00	\$ 199,375.00	\$ 38,000.00	\$ 128,830.40	\$ 26,605.00	\$ 32,472.96	\$ 480,283.36
2029	\$ 58,000.00	\$ 195,937.50	\$ 40,000.00	\$ 126,611.20	\$ 26,340.00	\$ 33,122.42	\$ 480,011.12
2030	\$ 62,000.00	\$ 192,312.50	\$ 43,000.00	\$ 124,275.20	\$ 26,065.00	\$ 33,784.87	\$ 481,437.57
2031	\$ 65,000.00	\$ 188,437.50	\$ 45,000.00	\$ 121,764.00	\$ 25,775.00	\$ 34,460.57	\$ 480,437.07
2032	\$ 69,000.00	\$ 184,375.00	\$ 48,000.00	\$ 119,136.00	\$ 25,465.00	\$ 35,149.78	\$ 481,125.78
2033	\$ 73,000.00	\$ 180,062.50	\$ 51,000.00	\$ 116,332.80	\$ 25,140.00	\$ 35,852.78	\$ 481,388.08
2034	\$ 77,000.00	\$ 175,500.00	\$ 54,000.00	\$ 113,354.40	\$ 24,795.00	\$ 36,569.83	\$ 481,219.23
2035	\$ 81,000.00	\$ 170,687.50	\$ 57,000.00	\$ 110,200.80	\$ 24,430.00	\$ 37,301.23	\$ 480,619.53
2036	\$ 86,000.00	\$ 165,625.00	\$ 60,000.00	\$ 106,872.00	\$ 24,045.00	\$ 38,047.25	\$ 480,589.25
2037	\$ 91,000.00	\$ 160,250.00	\$ 64,000.00	\$ 103,368.00	\$ 23,640.00	\$ 38,808.20	\$ 481,066.20
2038	\$ 96,000.00	\$ 154,562.50	\$ 67,000.00	\$ 99,630.40	\$ 23,210.00	\$ 39,584.36	\$ 479,987.26
2039	\$ 102,000.00	\$ 148,562.50	\$ 71,000.00	\$ 95,717.60	\$ 22,755.00	\$ 40,376.05	\$ 480,411.15
2040	\$ 108,000.00	\$ 142,187.50	\$ 75,000.00	\$ 91,571.20	\$ 22,275.00	\$ 41,183.57	\$ 480,217.27
2041	\$ 114,000.00	\$ 135,437.50	\$ 80,000.00	\$ 87,191.20	\$ 21,765.00	\$ 42,007.24	\$ 480,400.94
2042	\$ 121,000.00	\$ 128,312.50	\$ 85,000.00	\$ 82,519.20	\$ 21,225.00	\$ 42,847.39	\$ 480,904.09
2043	\$ 128,000.00	\$ 120,750.00	\$ 89,000.00	\$ 77,555.20	\$ 20,655.00	\$ 43,704.34	\$ 479,664.54
2044	\$ 136,000.00	\$ 112,750.00	\$ 95,000.00	\$ 72,357.60	\$ 20,050.00	\$ 44,578.42	\$ 480,736.02
2045	\$ 144,000.00	\$ 104,250.00	\$ 100,000.00	\$ 66,809.60	\$ 19,410.00	\$ 45,469.99	\$ 479,939.59
2046	\$ 153,000.00	\$ 95,250.00	\$ 106,000.00	\$ 60,969.60	\$ 18,730.00	\$ 46,379.39	\$ 480,328.99
2047	\$ 163,000.00	\$ 85,687.50	\$ 112,000.00	\$ 54,779.20	\$ 18,010.00	\$ 47,306.98	\$ 480,783.68
2048	\$ 173,000.00	\$ 75,500.00	\$ 119,000.00	\$ 48,238.40	\$ 17,245.00	\$ 48,253.12	\$ 481,236.52
2049	\$ 183,000.00	\$ 64,687.50	\$ 126,000.00	\$ 41,288.80	\$ 16,430.00	\$ 49,218.18	\$ 480,624.48
2050	\$ 195,000.00	\$ 53,250.00	\$ 133,000.00	\$ 33,930.40	\$ 15,565.00	\$ 50,202.54	\$ 480,947.94
2051	\$ 207,000.00	\$ 41,062.50	\$ 141,000.00	\$ 26,163.20	\$ 14,650.00	\$ 51,206.59	\$ 481,082.29
2052	\$ 220,000.00	\$ 28,125.00	\$ 149,000.00	\$ 17,928.80	\$ 13,675.00	\$ 52,230.73	\$ 480,959.53
2053	\$ 230,000.00	\$ 14,375.00	\$ 158,000.00	\$ 9,227.20	\$ 12,640.00	\$ 53,275.34	\$ 477,517.54
<b>Total</b>	<b>\$ 3,340,000.00</b>	<b>\$ 4,163,607.64</b>	<b>\$ 2,308,000.00</b>	<b>\$ 2,535,260.80</b>	<b>\$ 658,715.00</b>	<b>\$ 1,217,042.38</b>	<b>\$ 14,222,625.82</b>

**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 Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.82% as of July 26, 2023.

[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 L – MAXIMUM ASSESSMENT AND SPECIAL BENEFIT PER LOT TYPE

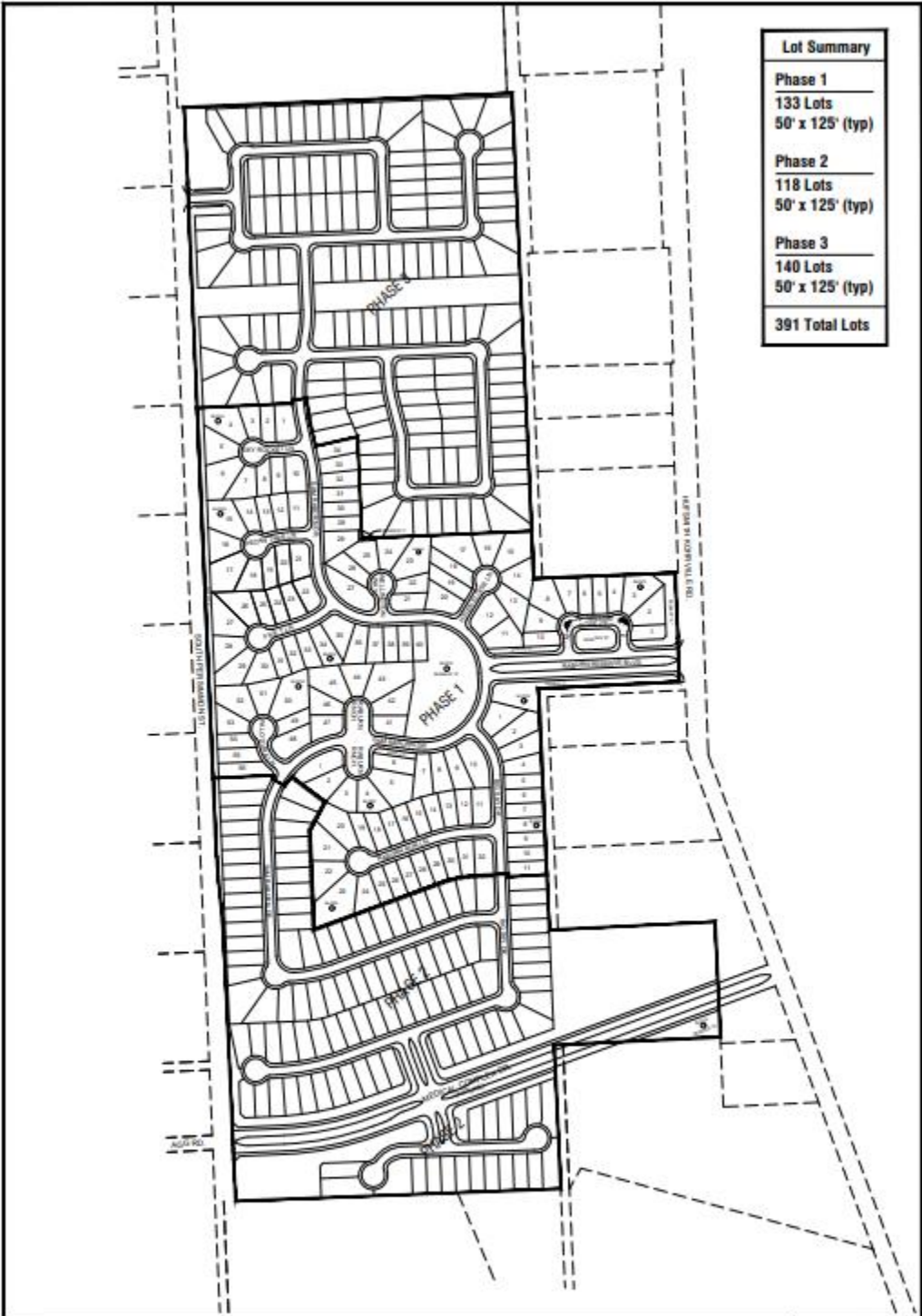
Lot Type	Units	Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment <sup>[b]</sup>		Average Annual Installment		Gross PID TRE	Total Tax Stack
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total		
<i>Improvement Area #1</i>															
One	133	\$442,000	\$ 58,786,000	\$ 30,479	\$ 4,053,750	\$ -	\$ -	\$ -	\$ -	\$ 30,479	\$ 4,053,750	\$ 2,547	\$ 338,739	\$ 0.576224	\$ 2.948
<b>Subtotal</b>	<b>133</b>		<b>\$ 58,786,000</b>		<b>\$ 4,053,750</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 4,053,750</b>		<b>\$ 338,739</b>		
<i>Improvement Area #2</i>															
Two	118	\$442,000	\$ 52,156,000	\$ -	\$ -	\$ 43,847	\$ 5,174,000	\$ -	\$ -	\$ 43,847	\$ 5,174,000	\$ 3,974	\$ 468,959	\$ 0.899147	\$ 3.1532
<b>Subtotal</b>	<b>118</b>		<b>\$ 52,156,000</b>		<b>\$ -</b>		<b>\$ 5,174,000</b>		<b>\$ -</b>		<b>\$ 5,174,000</b>		<b>\$ 468,959</b>		
<i>Improvement Area #3</i>															
Three	140	\$450,000	\$ 63,000,000	\$ -	\$ -	\$ -	\$ -	\$ 40,343	\$ 5,648,000	\$ 40,343	\$ 5,648,000	\$ 3,433	\$ 480,569	\$ 0.762807	\$ 3.0169
<b>Subtotal</b>	<b>140</b>		<b>\$ 63,000,000</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 5,648,000</b>		<b>\$ 5,648,000</b>		<b>\$ 480,569</b>		
<b>Total/Weighted Average</b>	<b>391</b>		<b>\$173,942,000</b>		<b>\$ 4,053,750</b>		<b>\$ 5,174,000</b>		<b>\$ 5,648,000</b>		<b>\$ 14,875,750</b>				

**Footnotes:**

[a] Based on Retail Value per the Appraisal dated May 8, 2023.

[b] The Total Maximum Assessment for Lot Type 1 has been reduced from the amount shown in the 2020 Service and Assessment Plan by the amount of principal paid to date.

**EXHIBIT M – CONCEPT PLAN**



**Raburn Reserve Master Plan**

A ± 110.12 Acre Community located in Tomball, Harris County, Texas.

August 2022

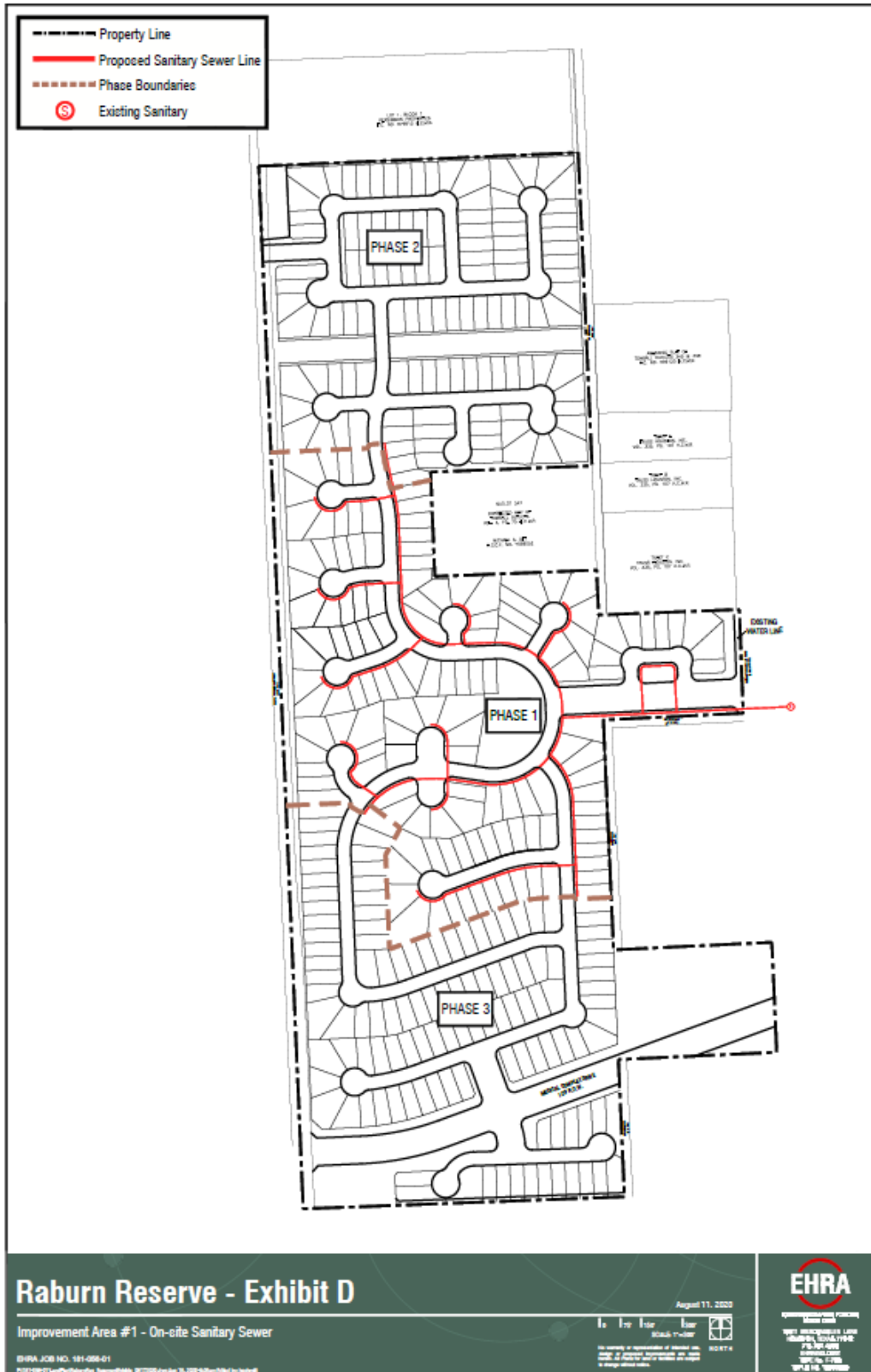
Scale: 1" = 40'

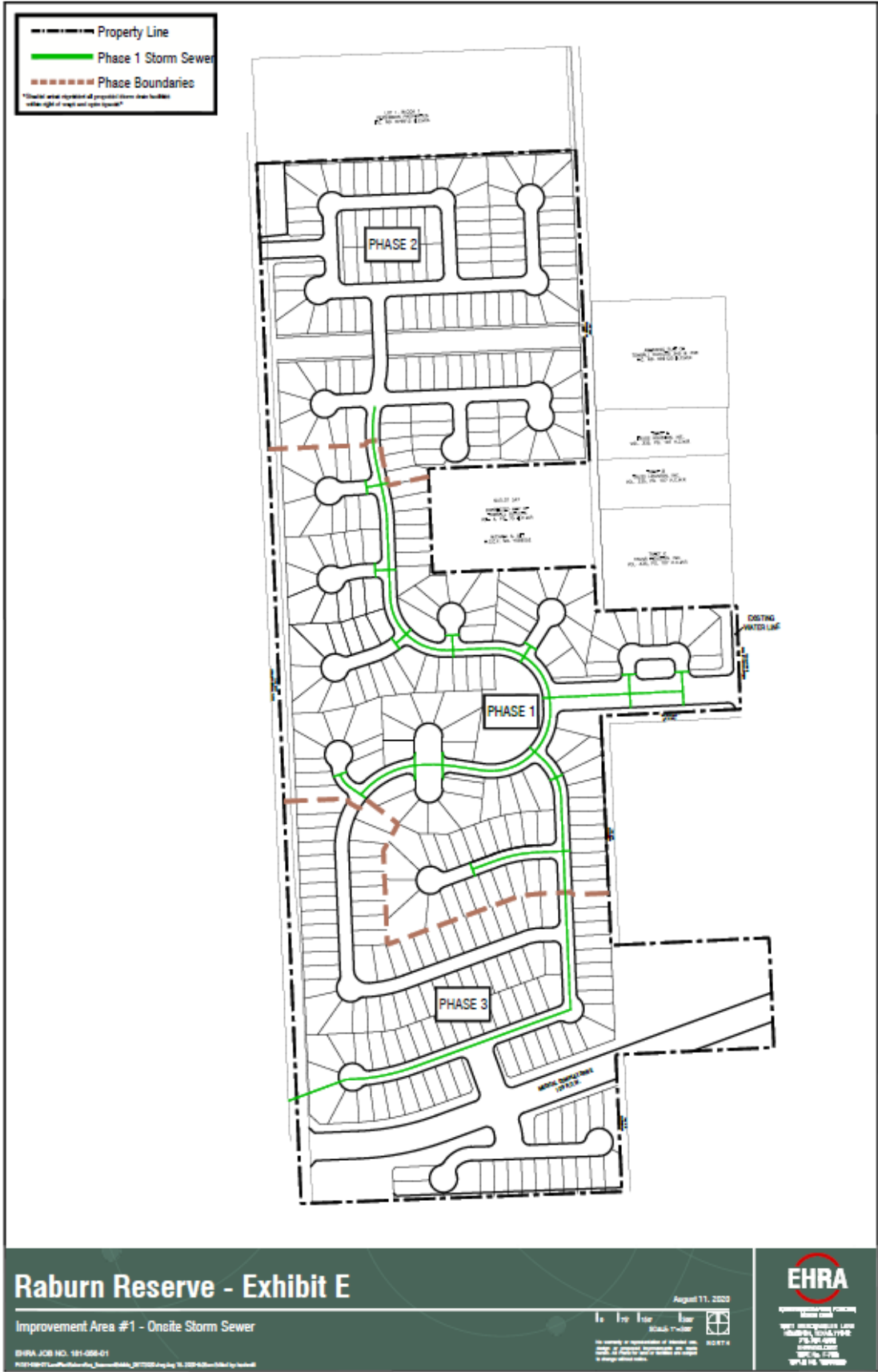
EHRA

Engineering & Surveying

15000 Katy Road, Suite 100, Houston, TX 77050

# EXHIBIT N – IMPROVEMENT AREA #1 IMPROVEMENTS MAPS

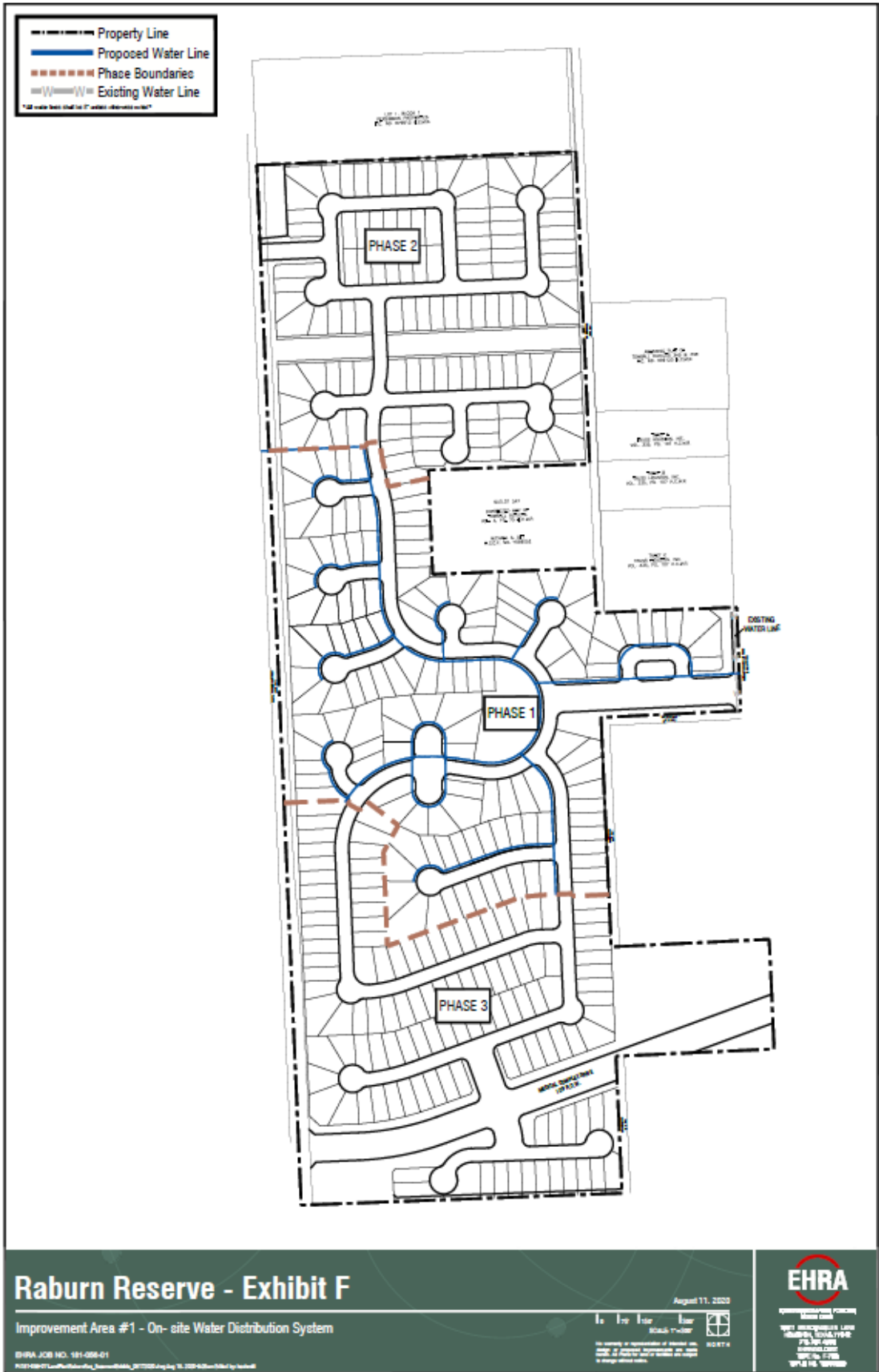


















# Raburn Reserve - Exhibit D

Improvement Area #2 - On-site Sanitary Sewer

EHRA JOB NO. 181-056-01  
 C:\Users\jbarber\appdata\local\temp\11619\barber\_Coastal\ehra\_181-056-01\_2022-02-03.dwg (Feb 03, 2022 8:07pm) (Drawn by: JBarber)

February 3, 2022

0 10 20 100' SCALE: 1"=100'



No warranty or representation of project cost, design or material improvements are made herein. All Plans for land or facilities are subject to ground actual conditions.



**EHRA**  
 ENGINEERING THE FUTURE  
 10011 MICHIGAN LANE  
 HOUSTON, TEXAS 77042  
 713.704.0000  
 SHAWN@EHRA.COM  
 TRF# No. E-728  
 TRF P.L. No. 1000540





# Raburn Reserve - Exhibit G

Improvement Area #2 - On-site Erosion Control

EHRA JOB NO. 181-056-01

C:\Users\jbarber\appdata\local\temp\1181056\erac\erac\_2022\_02\_03.dwg (Feb 03, 2022 8:07pm) (Drawn by: JBarber)

February 3, 2022

0 75 150 SCALE: 1"=300'

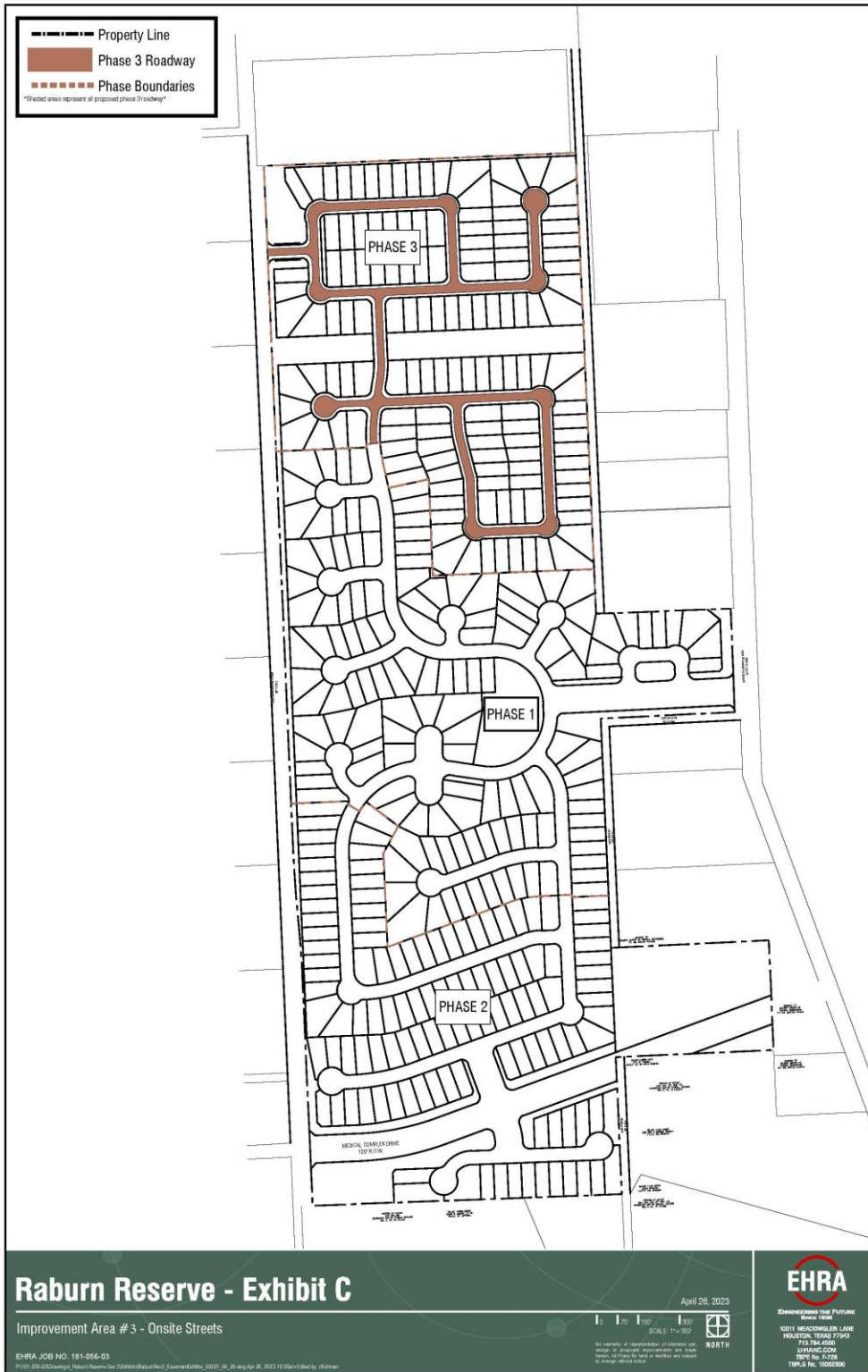


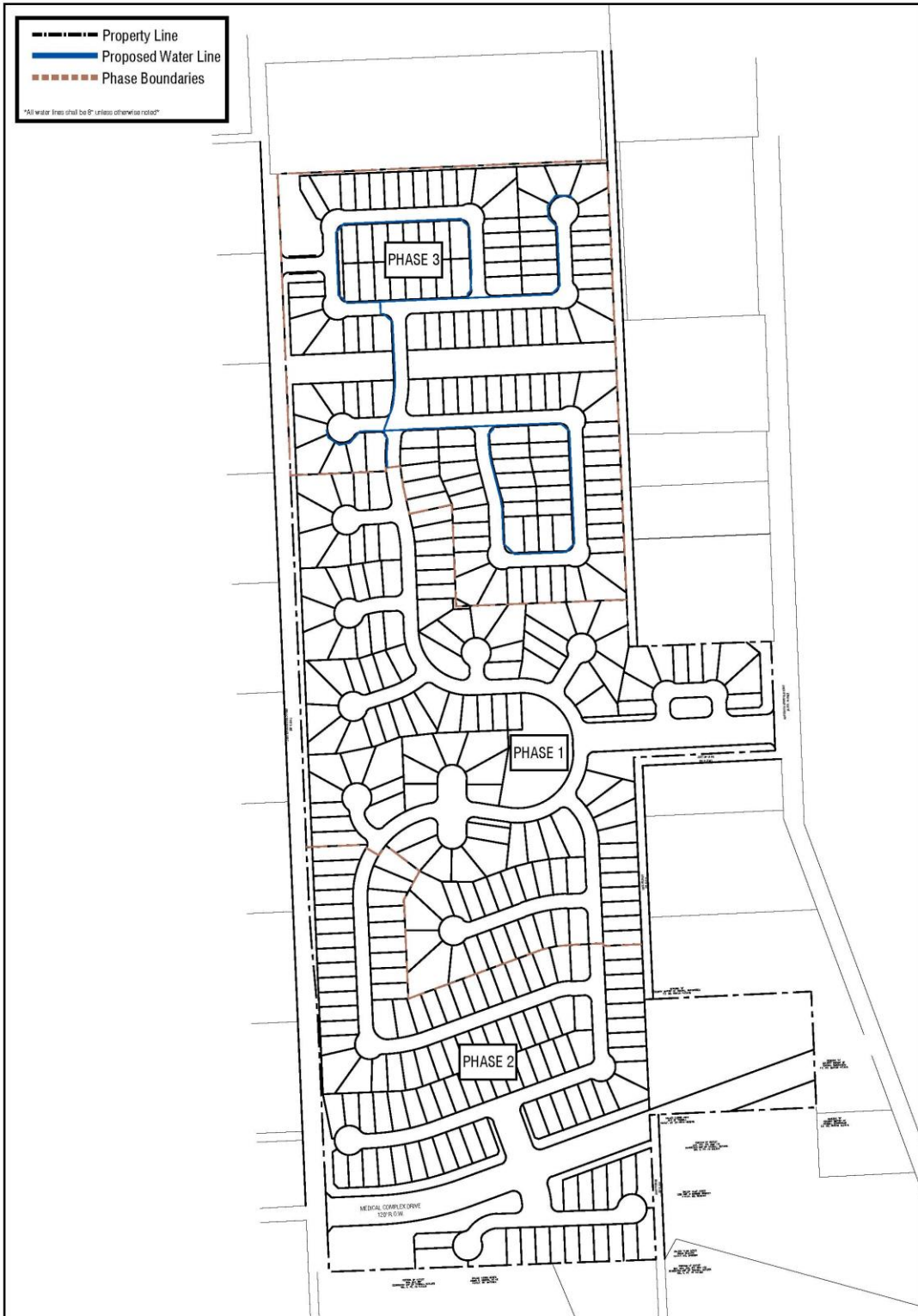
No warranty or representation of project cost, design or material improvements are made herein. All Plans for land or facilities are subject to Federal, State and local laws.



**ENGINEERING THE FUTURE**  
 10311 MIDCOURT LANE  
 HOUSTON, TEXAS 77042  
 713.704.0000  
 SCHAUM.COM  
 TRF# No. E-728  
 TRF# No. 1000540

**EXHIBIT P – IMPROVEMENT AREA #3 IMPROVEMENTS MAPS**





# Raburn Reserve - Exhibit F

Improvement Area #3 - On-site Water Distribution System

EHRA JOB NO. 191-056-03

PHASE 3: Raburn Reserve Site 2104410400001\_2104410400001\_2023\_04\_26.dwg April 26, 2023 10:46:58 AM Edited by: rdh/rae

April 26, 2023

0 75 150 SCALE: 1"=300'



No warranty or representation is provided concerning the accuracy or completeness of this information. All drawings for land or facilities are subject to ground and field conditions.



EMPOWERING THE FUTURE  
SINCE 1986  
10111 MIDCOWHILL LANE  
HOUSTON, TEXAS 77042  
713.744.4500  
SERVING.COM  
TRF# No. F-728  
TRF# No. 10222500





# Raburn Reserve - Exhibit D

Improvement Area #3 - On-site Sanitary Sewer

EHRA JOB NO. 191-056-03  
 PH-01 000-00000001 Raburn Reserve T20 P.R.O.M. 2023\_04\_26 April 26, 2023 10:46:00 AM Edited by: r461894

April 26, 2023

0 75 150 300  
 SCALE: 1"=300'



No warranty or representation is made by the engineer or architect for any use of this plan other than that for which it was prepared. All plans for use or location are subject to change without notice.



ENGINEERING THE FUTURE  
 SINCE 1986  
 10711 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHP@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 10222900



# Raburn Reserve - Exhibit E

Improvement Area #3 - Onsite Storm Sewer

EHRA JOB NO. 191-056-03  
PH311 000 00000001 Raburn Reserve Site 20230401000101 2023\_04\_26 09:49:26 2023 10:47:01 Edited by: r461898

April 26, 2023



**EMPOWERING THE FUTURE  
 SINCE 1986**  
 10311 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHRA@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 10222900





**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



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

---

[Date]  
Harris County Civil Courthouse  
Honorable [County Clerk Name]  
201 Caroline, Suite 310  
Houston, Texas 77002

**Re: City of Tomball Lien Release documents for filing**

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

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

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

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

Sincerely,  
[Signature]

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



**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$ \_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

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

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, as established by Ordinance No. 2020-26, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TOMBALL, TEXAS,**

By: \_\_\_\_\_  
[Name], [Title]

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

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

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

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT R - IMPROVEMENT AREA #1 PLAT

STATE OF TEXAS  
COUNTY OF HARRIS

HT Raburn Reserve Development LP, a Texas limited partnership, acting by and through Ash Noonani, Sr., Managing Director of JCH Investments, Inc., general partner of Hives Real Estate Holdings Limited Partnership, sole member of HIVE OP LLC, general partner of Hives Investment Management Holdings Limited Partnership, general partner of Hives Raburn Reserve Associates LP, sole member of Hives Raburn Reserve LLC, general partner of HT Raburn Reserve LP, sole member of HT Raburn Reserve Development LP, general partner of Hives Raburn Reserve Development LP, owner, hereinafter referred to as Owners (either one or more), of the 103.0452 acre tract described in the above and foregoing map of Raburn Reserve Sec 1, do hereby make and establish said subdivision and development plan of said property according to all laws, ordinances, resolutions, and regulations in said state or city and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent easements), alleys, public water courses, drains, easements and public places shown thereon. For the purposes and considerations herein expressed and do hereby bind ourselves, our heirs, successors and assigns in and to our former and future defined the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed easement, five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to use of water without sewerage and in no instance have a drainage opening area of sufficient size to permit the flow thereof with overflows or bridges to be provided for all private drainage or otherwise causing such drainage facilities and structures.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all existing drainage pipes, ditches, drains, drains, drains or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any other of drains, buildings, canals and other structures to be operated and maintained by the drainage facility and that such draining property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN WITNESS WHEREOF, HT Raburn Reserve Development LP, a Texas limited partnership, has caused these presents to be signed by Ash Noonani, Sr., Managing Director of JCH Investments, Inc., a Texas corporation, general partner of Hives Real Estate Holdings Limited Partnership, sole member of HIVE OP LLC, general partner of Hives Investment Management Holdings Limited Partnership, general partner of Hives Raburn Reserve Associates LP, sole member of Hives Raburn Reserve LLC, general partner of HT Raburn Reserve LP, sole member of HT Raburn Reserve Development LP, general partner of Hives Raburn Reserve Development LP, hereinafter designated the

OWNER  
HT Raburn Reserve Development LP, a Texas limited partnership  
By HT Raburn Reserve Development LLC, its general partner  
By HT Raburn Reserve LP, its sole member  
By Hives Raburn Reserve LLC, its general partner  
By Hives Raburn Reserve Associates LP, its sole member  
By Hives Investment Management Holdings Limited Partnership, its general partner  
By HIVE OP LLC, its general partner  
By Hives Real Estate Holdings Limited Partnership, its sole member  
By JCH Investments, Inc., a Texas corporation, its general partner

BY: *Ash Noonani, Sr.*  
Ash Noonani, Sr., Managing Director

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ash Noonani, Sr., Managing Director of JCH Investments, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and that he executed the same, and on the day and date of said acknowledgment.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of July, 2020

*Sherry Bell*  
Notary Public in and for Harris County, Texas  
My Commission expires 08/15/23

1. Keith M. Reddy, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, such as shown on the plat hereof. My registration expires under my registration on this 29th day of July, 2020. All boundary corners, single points, points of curvature, metal plates or nails having an outside diameter of not less than five (5/16) inches and a length of not less than three (3) feet, and that the plat boundary corners have been tied to the Texas Coordinate System, South Central Zone (NAD 83).

7-31-20  
*Keith M. Reddy*  
Keith M. Reddy  
Registered Professional Land Surveyor  
Texas Registration No. 6450

I, Chris Hedges, County Clerk of Harris County, do hereby certify that the within instrument is in conformity with the laws of the State of Texas and the ordinance of the City of Houston, Texas, and is hereby approved and authorized the recording of this plat this 29th day of August, 2020.

*Chris Hedges*  
Chris Hedges  
County Clerk  
of Harris County, Texas

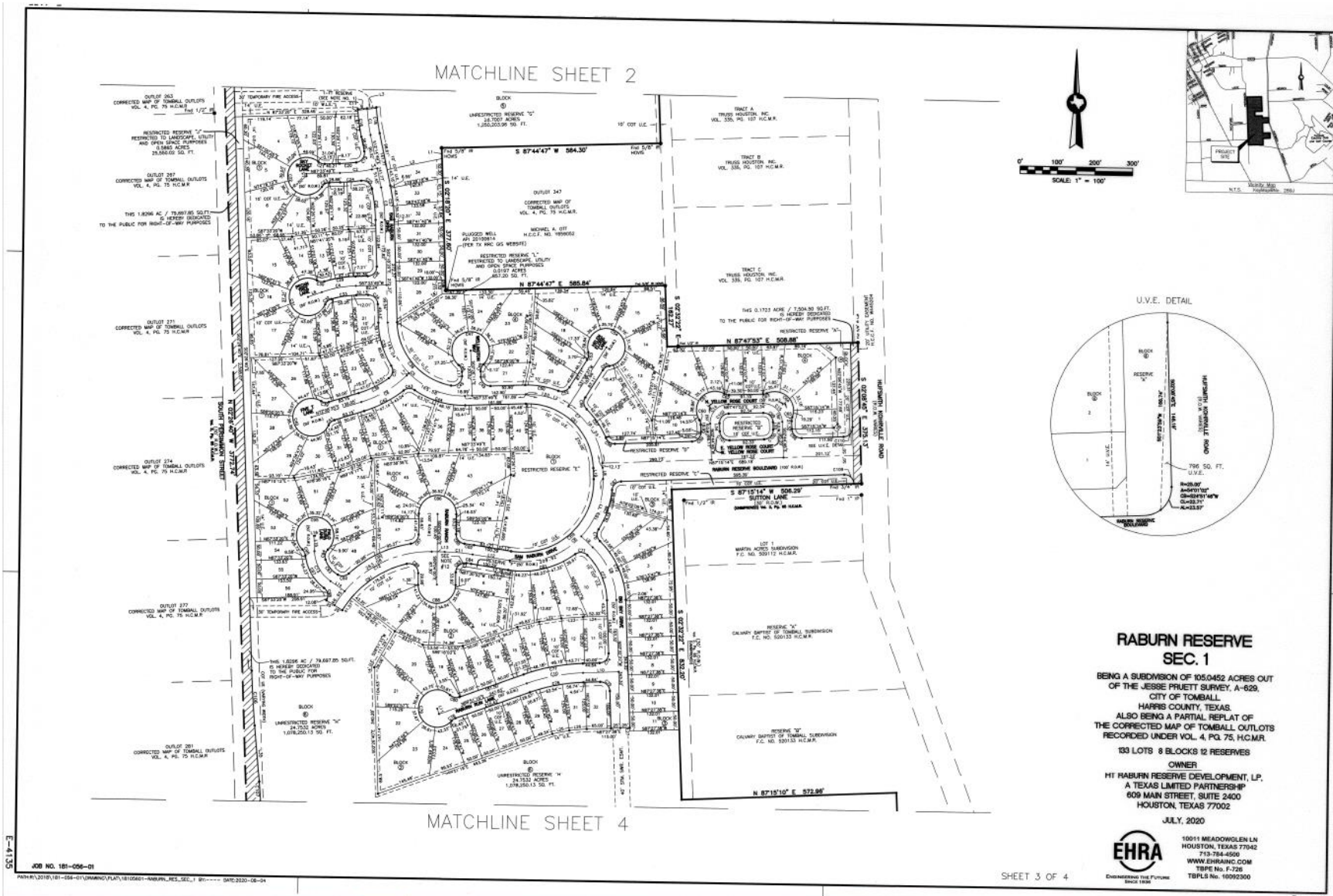
By *Keith M. Reddy*  
Keith M. Reddy  
Deputy L.S. & P.S.

LINE NO.	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.
1	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
2	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
3	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
4	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
5	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
6	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
7	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
8	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
9	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
10	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
11	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
12	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
13	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
14	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
15	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
16	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
17	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
18	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
19	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
20	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
21	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
22	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
23	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
24	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
25	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
26	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
27	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
28	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
29	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
30	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
31	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
32	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
33	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
34	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
35	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
36	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
37	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
38	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
39	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
40	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
41	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
42	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
43	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
44	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
45	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
46	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
47	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
48	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
49	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
50	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
51	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
52	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
53	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
54	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
55	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
56	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
57	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
58	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
59	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
60	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
61	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
62	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
63	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
64	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
65	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
66	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
67	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
68	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
69	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
70	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
71	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
72	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
73	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
74	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
75	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
76	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
77	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
78	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
79	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
80	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
81	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
82	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
83	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
84	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
85	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
86	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
87	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
88	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
89	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
90	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
91	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
92	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
93	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
94	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
95	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
96	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
97	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
98	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
99	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000
100	N 89° 59' 54" E	10.0000	S 89° 59' 54" W	10.0000

LINE NO.	BEARING	DIST.
1	N 89° 59' 54" E	10.0000
2	N 89° 59' 54" E	10.0000
3	N 89° 59' 54" E	10.0000
4	N 89° 59' 54" E	10.0000
5	N 89° 59' 54" E	10.0000
6	N 89° 59' 54" E	10.0000
7	N 89° 59' 54" E	10.0000
8	N 89° 59' 54" E	10.0000
9	N 89° 59' 54" E	10.0000
10	N 89° 59' 54" E	10.0000
11	N 89° 59' 54" E	10.0000
12	N 89° 59' 54" E	10.0000
13	N 89° 59' 54" E	10.0000
14	N 89° 59' 54" E	10.0000
15	N 89° 59' 54" E	10.0000
16	N 89° 59' 54" E	10.0000
17	N 89° 59' 54" E	10.0000
18	N 89° 59' 54" E	10.0000
19	N 89° 59' 54" E	10.0000
20	N 89° 59' 54" E	10.0000
21	N 89° 59' 54" E	10.0000
22	N 89° 59' 54" E	10.0000
23	N 89° 59' 54" E	10.0000
24	N 89° 59' 54" E	10.0000
25	N 89° 59' 54" E	10.0000
26	N 89° 59' 54" E	10.0000
27	N 89° 59' 54" E	10.0000
28	N 89° 59' 54" E	10.0000
29	N 89° 59' 54" E	10.0000
30	N 89° 59' 54" E	10.0000
31	N 89° 59' 54" E	10.0000
32	N 89° 59' 54" E	10.0000
33	N 89° 59' 54" E	10.0000
34	N 89° 59' 54" E	10.0000
35	N 89° 59' 54" E	10.0000
36	N 89° 59' 54" E	10.0000
37	N 89° 59' 54" E	10.0000
38	N 89° 59' 54" E	10.0000
39	N 89° 59' 54" E	10.0000
40	N 89° 59' 54" E	10.0000
41	N 89° 59' 54" E	10.0000
42	N 89° 59' 54" E	10.0000
43	N 89° 59' 54" E	10.0000
44	N 89° 59' 54" E	10.0000
45	N 89° 59' 54" E	10.0000
46	N 89° 59' 54" E	10.0000
47	N 89° 59' 54" E	10.0000
48	N 89° 59' 54" E	10.0000
49	N 89° 59' 54" E	10.0000
50	N 89° 59' 54" E	10.0000
51	N 89° 59' 54" E	10.0000
52	N 89° 59' 54" E	10.0000
53	N 89° 59' 54" E	10.0000
54	N 89° 59' 54" E	10.0000
55	N 89° 59' 54" E	10.0000
56	N 89° 59' 54" E	10.0000
57	N 89° 59' 54" E	10.0000
58	N 89° 59' 54" E	10.0000
59	N 89° 59' 54" E	10.0000
60	N 89° 59' 54" E	10.0000
61	N 89° 59' 54" E	10.0000
62	N 89° 59' 54" E	10.0000
63	N 89° 59' 54" E	10.0000
64	N 89° 59' 54" E	10.0000
65	N 89° 59' 54" E	10.0000
66	N 89° 59' 54" E	10.0000
67	N 89° 59' 54" E	10.0000
68	N 89° 59' 54" E	10.0000
69	N 89° 59' 54" E	10.0000
70	N 89° 59' 54" E	10.0000
71	N 89° 59' 54" E	10.0000
72	N 89° 59' 54" E	10.0000
73	N 89° 59' 54" E	10.0000
74	N 89° 59' 54" E	10.0000
75	N 89° 59' 54" E	10.0000
76	N 89° 59' 54" E	10.0000
77	N 89° 59' 54" E	10.0000
78	N 89° 59' 54" E	10.0000
79	N 89° 59' 54" E	10.0000
80	N 89° 59' 54" E	10.0000
81	N 89° 59' 54" E	10.0000
82	N 89° 59' 54" E	10.0000
83	N 89° 59' 54" E	10.0000
84	N 89° 59' 54" E	10.0000
85	N 89° 59' 54" E	10.0000
86	N 89° 59' 54" E	10.0000
87	N 89° 59' 54" E	10.0000
88	N 89° 59' 54" E	10.0000
89	N 89° 59' 54" E	10.0000
90	N 89° 59' 54" E	10.0000
91	N 89° 59' 54" E	10.0000



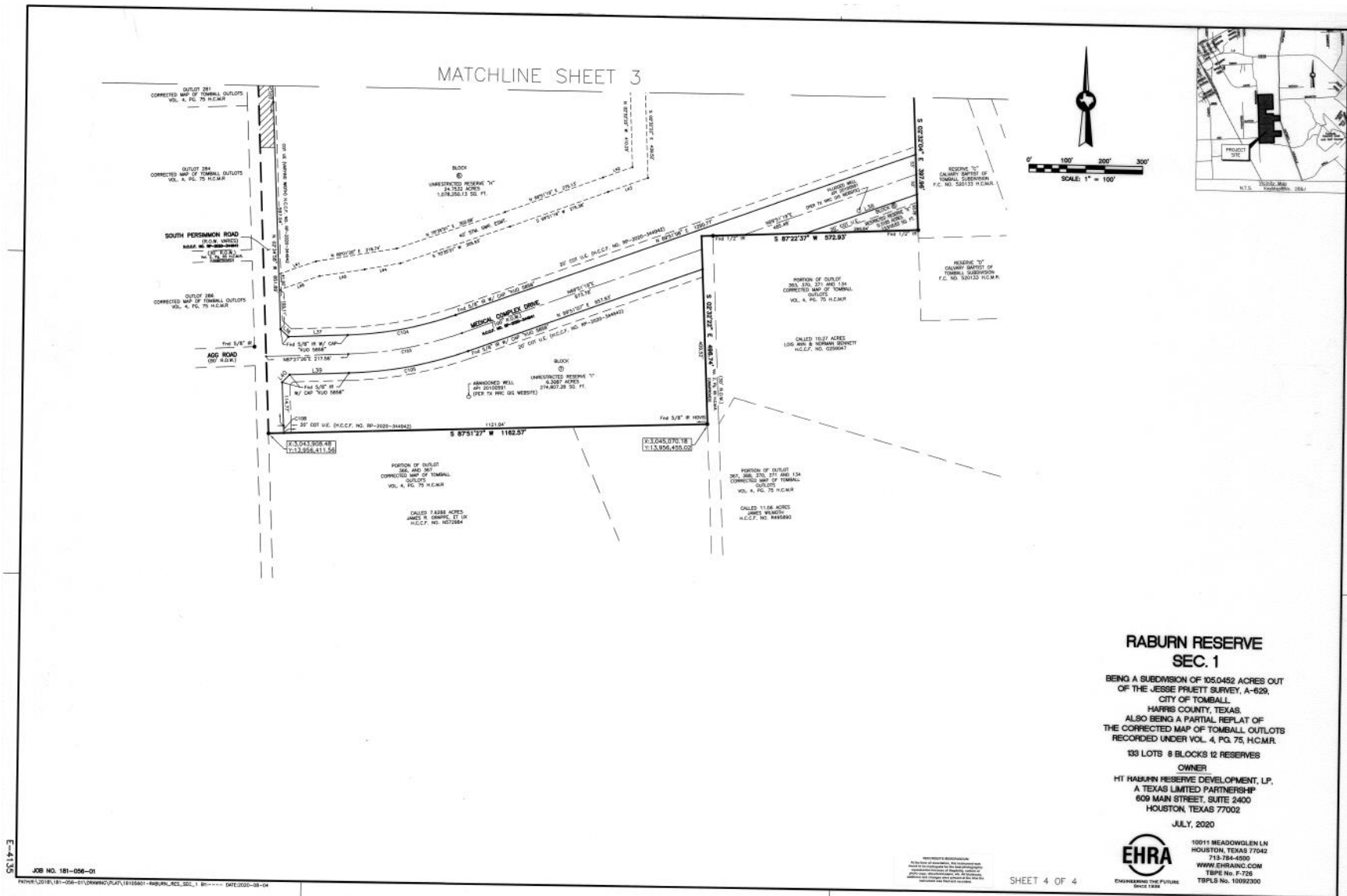




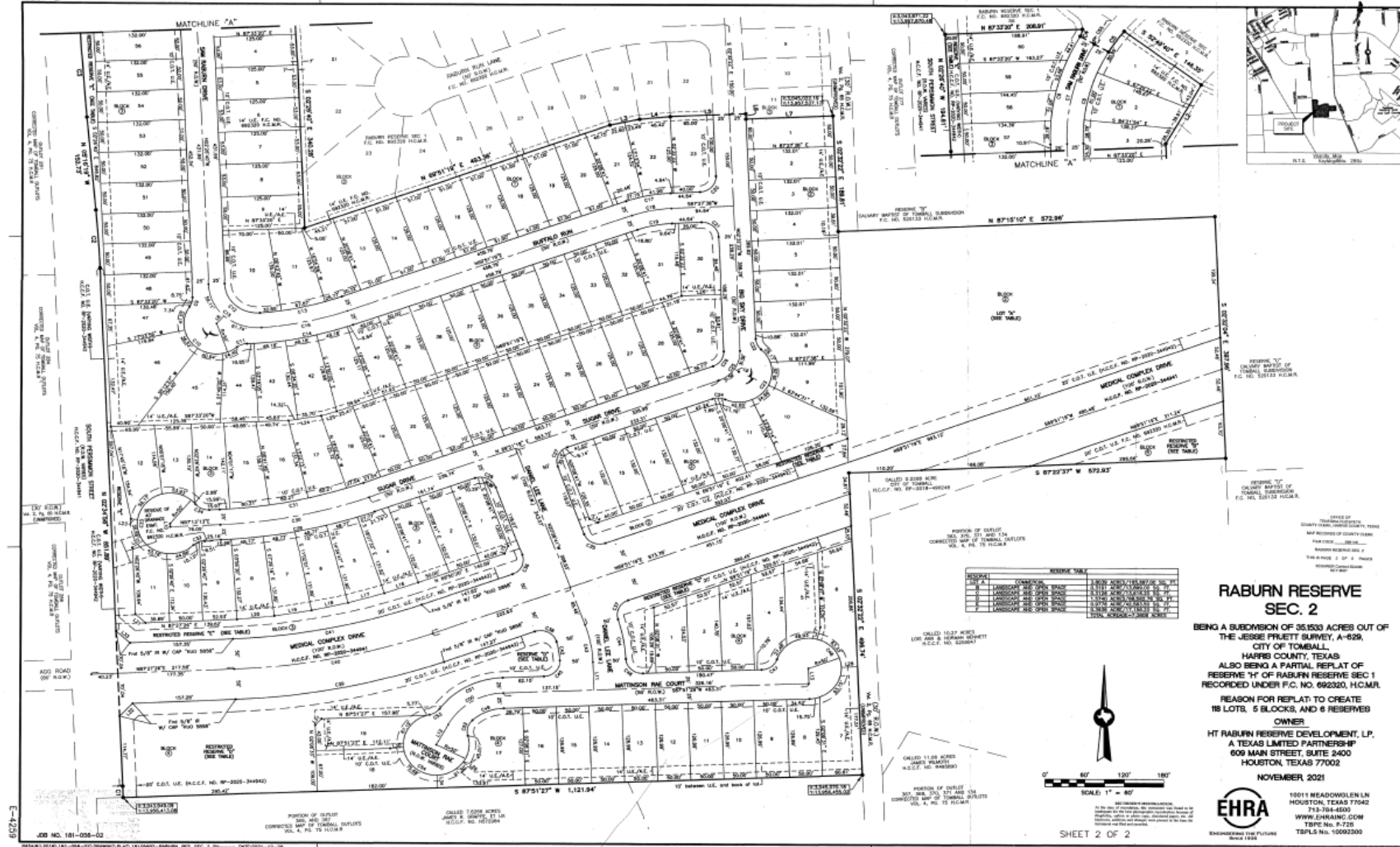
E-4135

JOB NO. 181-056-01  
 PLAN\12019\181-056-01\DWG\PLAN\18105601-REV01\_RCL\_S2\_1.dwg - DATE:2020-08-24

SHEET 3 OF 4







**RABURN RESERVE  
SEC. 2**

BEING A SUBDIVISION OF 35.1533 ACRES OUT OF  
THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS  
ALSO BEING A PARTIAL REPLAT OF  
RESERVE "1" OF RABURN RESERVE SEC 1  
RECORDED UNDER F.C. NO. 692330, H.C.M.R.

REASON FOR REPLAT: TO CREATE  
18 LOTS, 5 BLOCKS, AND 6 RESERVE  
OWNER  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
609 MAIN STREET, SUITE 3400  
HOUSTON, TEXAS 77002

NOVEMBER 2021

**EHRA**  
ENGINEERING & SURVEYING  
15011 MEADOWSLEN LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRAINC.COM  
TSP# No. 8-725  
TSP# No. 10063300

JOB NO. 181-058-02

**EXHIBIT T – IMPROVEMENT AREA #3 PLAT**

# EXHIBIT U – DISTRICT ENGINEER’S REPORT



2023.05.22 13:22:37-05'00'

## RABURN RESERVE SECTION 3

### UNIT PRICES

### PRELIMINARY CONSTRUCTION COST ESTIMATE

#### COST SUMMARY

	<u>WSD</u>	<u>ROAD</u>	<u>TOTAL</u>
1. Clearing, Grubbing, and Site Preparation	\$205,150.00	\$0.00	\$205,150.00
2. Water Distribution System	\$422,687.00	\$0.00	\$422,687.00
3. Wastewater Collection System	\$565,724.00	\$0.00	\$565,724.00
4. Storm Water Collection System	\$743,651.00	\$0.00	\$743,651.00
5. Natural Gas System	\$0.00	\$250,000.00	\$250,000.00
6. Excavation and Paving	\$0.00	\$2,048,305.84	\$2,048,305.84
7. Construction Staking Services (2.5%)	<u>\$48,430.30</u>	<u>\$57,457.65</u>	<u>\$105,887.95</u>
8. City of Tomball Construction Permit Fee (2%)	<u>\$38,744.24</u>	<u>\$45,966.12</u>	<u>\$84,710.36</u>
9. Certificate of Insurance, Performance, Payment and Maintenance Bonds	\$47,500.00	\$47,500.00	\$95,000.00
Contingency (5%)	\$103,594.33	\$122,461.48	\$226,055.81
<b>Sub-Total Construction Costs</b>	<b>\$2,175,480.87</b>	<b>\$2,571,691.08</b>	<b>\$4,747,171.95</b>
Drainage Impact Fees (\$5,750/Acre)	\$194,350.00	\$0.00	\$194,350.00
Engineering Fees (14%)	\$304,567.32	\$360,036.75	\$664,604.07
Storm Water Pollution Prevention Plan (2%)	\$43,509.62	\$51,433.82	\$94,943.44
Geotechnical Eng. & Construction Materials Testing (2%)	<u>\$43,509.62</u>	<u>\$51,433.82</u>	<u>\$94,943.44</u>
Sub-Total Eng., SWPPP, Geotech. Eng. & Const. Materials Testing Fees	<b>\$585,936.56</b>	<b>\$462,904.39</b>	<b>\$1,048,840.95</b>
<b>TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE</b>	<b>\$2,761,417.00</b>	<b>\$3,034,595.00</b>	<b>\$5,796,013.00</b>
<b>COST PER LOT</b>	<b>140</b>	<b>\$19,724.41</b>	<b>\$21,675.68</b>
<b>COST PER ACRE</b>	<b>33.8</b>	<b>\$81,698.73</b>	<b>\$89,780.92</b>

Notes:

1. Estimate does not include any additional costs that may be required for development outside the scope outlined above. These fees may include construction materials testing, geotechnical services, adjustments of existing private utilities (pipeline or "dry" utilities), etc.
2. The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

Edminster, Hinshaw, Russ Associates, Inc. d/b/a EHRA  
P:\181-056-03\PM\Docs\PCE\Archive\  
2023-02-02\_Raburn Reserve Sec 3\_PCE UPDATED Dec 2022

Page 1 of 11  
Job No. 181-056-03  
4/4/2023

RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

CLEARING, GRUBBING, AND SITE PREPARATION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Heavy Timber Clearing	11	AC	\$7,800.00	\$81,900.00
2.	Medium Timber or Brush Clearing	21.5	AC	\$5,500.00	\$118,250.00
3.	Storm Water Pollution Prevention Plan	1	LS	\$5,000.00	<u>\$5,000.00</u>
<b>TOTAL CLEARING, GRUBBING, AND SITE PREPARATION</b>					<b>\$205,150.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.



**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WATER DISTRIBUTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
4.	12-Inch C-900, PVC Water Line	20	LF	\$70.00	\$1,400.00
5.	8-Inch C-900, PVC Water Line	4,247	LF	\$42.00	\$178,374.00
6.	6-Inch C-900, PVC Water Line	423	LF	\$30.00	\$12,690.00
7.	6-Inch Plug and Clamp	2	EA	\$120.00	\$240.00
8.	8-Inch Gate Valve with Box	9	EA	\$2,000.00	\$18,000.00
9.	6-Inch Gate Valve with Box	11	EA	\$1,500.00	\$16,500.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WATER DISTRIBUTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
10.	Fire Hydrant	11	EA	\$5,000.00	\$55,000.00
11.	6-Inch C-900, PVC Fire Hydrant Lead	110	LF	\$30.00	\$3,300.00
12.	Remove Existing Plug and Clamp	1	EA	\$100.00	\$100.00
13.	12-Inch Wet Connection	1	EA	\$1,400.00	\$1,400.00
14.	Ductile Iron Fittings	1.4	TON	\$17,000.00	\$23,103.00
15.	Service Leads - Short Side	25	EA	\$1,000.00	\$25,000.00
16.	Service Leads - Long Side	46	EA	\$1,800.00	\$82,800.00
17.	Trench Safety	4,780	LF	\$1.00	\$4,780.00
<b>TOTAL WATER DISTRIBUTION SYSTEM</b>					<b>\$422,687.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WASTEWATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
18.	8-Inch SDR-26, PVC Sanitary Sewer (All Depths)	4,754	LF	\$48.00	\$228,192.00
19.	Standard 4-Foot Diameter Manhole	32	EA	\$3,500.00	\$112,000.00
20.	Extra Depth on Standard 4' Diameter Manhole	96	VF	\$350.00	\$33,600.00
21.	Long Side Sanitary Sewer Service Lead	14	EA	\$2,500.00	\$35,000.00
22.	Long Side Sanitary Sewer Service Lead w/ Stack	14	EA	\$2,800.00	\$39,200.00
23.	Short Side Sanitary Sewer Service Lead	27	EA	\$1,300.00	\$35,100.00
24.	Short Side Sanitary Sewer Service Lead w/ Stack	26	EA	\$1,500.00	\$39,000.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WASTEWATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
25.	8-Inch x 6-Inch Tapping Sleeve and Valve	1	EA	\$5,500.00	\$5,500.00
26.	Remove Existing Plug and Clamp	1	EA	\$100.00	\$100.00
27.	Trench Dewatering	951	LF	\$25.00	\$23,770.00
28.	Special Bedding for Wet Sand Construction	951	LF	\$10.00	\$9,508.00
29.	Trench Safety System	4,754	LF	\$1.00	\$4,754.00
<b>TOTAL WASTEWATER COLLECTION SYSTEM</b>					<b>\$565,724.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**STORM WATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
30.	Roadside Swales	1,500	LF	\$3.20	\$4,800.00
31.	2'x6', CLIII R/G, RCB Storm Sewer	38	LF	\$800.00	\$30,400.00
32.	2x3', CLIII R/G, RCB Storm Sewer	673	LF	\$270.00	\$181,710.00
33.	24-Inch, CLIII R/G, RCP Storm Sewer	2,878	LF	\$90.00	\$259,020.00
34.	24-Inch, CLIII, R/G RCP Inlet Lead	417	LF	\$95.00	\$39,615.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**STORM WATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
35.	Standard Junction Box Manhole (double wide)	1	EA	\$8,800.00	\$8,800.00
36.	Standard Type "C" Manhole (24"-42")	24	EA	\$5,000.00	\$120,000.00
37.	Standard Type "BB" Inlet	24	EA	\$3,700.00	\$88,800.00
38.	Remove Type "E" Inlet Cover and Replace with Standard Manhole Cover	1	EA	\$2,500.00	\$2,500.00
39.	Break Out and Connect to Existing Manhole	1	EA	\$2,000.00	\$2,000.00
40.	Trench Safety System	4,006	LF	\$1.00	\$4,006.00
41.	Storm Water Pollution Prevention Plan	1	LS	\$2,000.00	\$2,000.00
<b>TOTAL STORM WATER COLLECTION SYSTEM</b>					<b>\$743,651.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

GAS DISTRIBUTION SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
42.	Natural Gas Distribution System	1	LS	\$250,000.00	\$250,000.00
<b>TOTAL GAS DISTRIBUTION SYSTEM</b>					<b>\$250,000.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

Edminster, Hinshaw, Russ Associates, Inc. d/b/a EHRA  
P:\181-056-03\PM\Docs\PCE\Archive\  
2023-02-02\_Raburn Reserve Sec 3\_PCE UPDATED Dec 2022

Page 9 of 11  
Job No. 181-056-03  
4/4/2023

RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

EXCAVATION AND PAVING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
43.	Roadway Excavation - on-site disposal	13,929	CY	\$4.50	\$62,679.00
44.	Proof-Roll	1	LS	\$6,500.00	\$6,500.00
45.	Fly Ash (50#/SY)	490	TONS	\$120.00	\$58,851.00
46.	Lime (36#/SY)	353	TONS	\$290.00	\$102,400.74
47.	8-Inch Stabilized Subgrade Preparation	19,617	SY	\$4.50	\$88,276.50
48.	6-Inch Reinforced Concrete Pavement	17,426	SY	\$60.00	\$1,045,560.00
49.	4-Inch X 12-Inch Reinforced Concrete Curb	7,195	LF	\$4.00	\$28,780.00
50.	6-Inch Reinforced Concrete Curb	2,667	LF	\$4.00	\$10,668.00
51.	Tie to Existing Reinforced Concrete Pavement w/ No header. ( W/ Header use \$2,500)	2	EA	\$10,000.00	\$20,000.00



**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**EXCAVATION AND PAVING**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
52.	4-Inch Reinforced Concrete Sidewalk	5,357	SY	\$27.00	\$144,639.00
53.	Remove Existing Barricade	1	EA	\$150.00	\$150.00
54.	Lot Grading	140	EA	\$350.00	\$49,000.00
55.	Grading of Reserves	8	EA	\$800.00	\$6,400.00
56.	Wheelchair Ramps	14	EA	\$1,800.00	\$25,200.00
57.	Import Fill	23,400	CY	\$16.00	\$374,401.60
58.	6-Inch Irrigation Sleeves	200	LF	\$35.00	\$7,000.00
59.	Striping, Buttons and Signs	1	LS	\$5,000.00	\$5,000.00
60.	Pavement Block Around Existing Manhole	24	EA	\$200.00	\$4,800.00
61.	Stop Sign with Dual Street Name	10	EA	\$800.00	\$8,000.00
<b>TOTAL EXCAVATION AND PAVING</b>					<b>\$2,048,305.84</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**EXHIBIT V-1 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1  
BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,511.28**

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

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

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 375.94	\$ 703.71	\$ 180.45	\$ 738.83	\$ 90.23	\$ 429.08	\$ 2,518.24
2025	\$ 375.94	\$ 691.02	\$ 172.93	\$ 729.36	\$ 88.35	\$ 429.08	\$ 2,486.68
2026	\$ 413.53	\$ 678.34	\$ 172.93	\$ 720.28	\$ 86.47	\$ 429.08	\$ 2,500.63
2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 711.20	\$ 84.40	\$ 429.08	\$ 2,513.12
2028	\$ 413.53	\$ 650.42	\$ 240.60	\$ 700.15	\$ 82.33	\$ 429.08	\$ 2,516.12
2029	\$ 451.13	\$ 636.47	\$ 240.60	\$ 687.52	\$ 80.26	\$ 429.08	\$ 2,525.06
2030	\$ 451.13	\$ 621.24	\$ 278.20	\$ 674.89	\$ 78.01	\$ 429.08	\$ 2,532.54
2031	\$ 488.72	\$ 606.02	\$ 240.60	\$ 658.20	\$ 75.75	\$ 429.08	\$ 2,498.37
2032	\$ 488.72	\$ 586.47	\$ 315.79	\$ 643.76	\$ 73.31	\$ 429.08	\$ 2,537.13
2033	\$ 526.32	\$ 566.92	\$ 315.79	\$ 624.81	\$ 70.86	\$ 429.08	\$ 2,533.78
2034	\$ 563.91	\$ 545.86	\$ 315.79	\$ 605.86	\$ 68.23	\$ 429.08	\$ 2,528.74
2035	\$ 563.91	\$ 523.31	\$ 353.38	\$ 586.92	\$ 65.41	\$ 429.08	\$ 2,522.01
2036	\$ 601.50	\$ 500.75	\$ 353.38	\$ 565.71	\$ 62.59	\$ 429.08	\$ 2,513.03
2037	\$ 639.10	\$ 476.69	\$ 398.50	\$ 544.51	\$ 59.59	\$ 429.08	\$ 2,547.46
2038	\$ 639.10	\$ 451.13	\$ 436.09	\$ 520.60	\$ 56.39	\$ 429.08	\$ 2,532.39
2039	\$ 676.69	\$ 425.56	\$ 473.68	\$ 494.44	\$ 53.20	\$ 429.08	\$ 2,552.65
2040	\$ 714.29	\$ 398.50	\$ 481.20	\$ 466.02	\$ 49.81	\$ 429.08	\$ 2,538.89
2041	\$ 751.88	\$ 369.92	\$ 518.80	\$ 437.14	\$ 46.24	\$ 429.08	\$ 2,553.06
2042	\$ 789.47	\$ 339.85	\$ 563.91	\$ 406.02	\$ 42.48	\$ 429.08	\$ 2,570.81
2043	\$ 827.07	\$ 308.27	\$ 609.02	\$ 372.18	\$ 38.53	\$ 429.08	\$ 2,584.16
2044	\$ 864.66	\$ 275.19	\$ 616.54	\$ 335.64	\$ 34.40	\$ 429.08	\$ 2,555.51
2045	\$ 902.26	\$ 240.60	\$ 699.25	\$ 298.65	\$ 30.08	\$ 429.08	\$ 2,599.91
2046	\$ 939.85	\$ 204.51	\$ 744.36	\$ 256.69	\$ 25.56	\$ 429.08	\$ 2,600.06
2047	\$ 977.44	\$ 166.92	\$ 796.99	\$ 212.03	\$ 20.86	\$ 429.08	\$ 2,603.33
2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 164.21	\$ 15.98	\$ 429.08	\$ 2,601.75
2049	\$ 1,052.63	\$ 87.22	\$ 932.33	\$ 113.23	\$ 10.90	\$ 429.08	\$ 2,625.40
2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 57.29	\$ 5.64	\$ 429.08	\$ 2,619.83
<b>Total</b>	<b>\$ 18,045.11</b>	<b>\$ 11,892.19</b>	<b>\$ 12,466.17</b>	<b>\$ 13,326.15</b>	<b>\$ 1,495.86</b>	<b>\$ 11,585.16</b>	<b>\$ 68,810.64</b>

**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 V-2 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE  
141-629-002-010 BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered in to 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 141-629-002-0010 PRINCIPAL ASSESSMENT: \$26,261.27**

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

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

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 141-629-002-0010

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
1/31/2024	\$ 323.57	\$ 703.71	\$ 155.32	\$ 738.83	\$ 90.23	\$ 369.31	\$ 2,380.97
1/31/2025	\$ 323.57	\$ 691.02	\$ 148.84	\$ 729.36	\$ 88.35	\$ 369.31	\$ 2,350.46
1/31/2026	\$ 355.93	\$ 678.34	\$ 148.84	\$ 720.28	\$ 86.47	\$ 369.31	\$ 2,359.17
1/31/2027	\$ 355.93	\$ 664.38	\$ 181.20	\$ 711.20	\$ 84.40	\$ 369.31	\$ 2,366.43
1/31/2028	\$ 355.93	\$ 650.42	\$ 207.09	\$ 700.15	\$ 82.33	\$ 369.31	\$ 2,365.24
1/31/2029	\$ 388.29	\$ 636.47	\$ 207.09	\$ 687.52	\$ 80.26	\$ 369.31	\$ 2,368.94
1/31/2030	\$ 388.29	\$ 621.24	\$ 239.44	\$ 674.89	\$ 78.01	\$ 369.31	\$ 2,371.18
1/31/2031	\$ 420.65	\$ 606.02	\$ 207.09	\$ 658.20	\$ 75.75	\$ 369.31	\$ 2,337.01
1/31/2032	\$ 420.65	\$ 586.47	\$ 271.80	\$ 643.76	\$ 73.31	\$ 369.31	\$ 2,365.29
1/31/2033	\$ 453.00	\$ 566.92	\$ 271.80	\$ 624.81	\$ 70.86	\$ 369.31	\$ 2,356.71
1/31/2034	\$ 485.36	\$ 545.86	\$ 271.80	\$ 605.86	\$ 68.23	\$ 369.31	\$ 2,346.44
1/31/2035	\$ 485.36	\$ 523.31	\$ 304.16	\$ 586.92	\$ 65.41	\$ 369.31	\$ 2,334.47
1/31/2036	\$ 517.72	\$ 500.75	\$ 304.16	\$ 565.71	\$ 62.59	\$ 369.31	\$ 2,320.25
1/31/2037	\$ 550.08	\$ 476.69	\$ 342.99	\$ 544.51	\$ 59.59	\$ 369.31	\$ 2,343.17
1/31/2038	\$ 550.08	\$ 451.13	\$ 375.35	\$ 520.60	\$ 56.39	\$ 369.31	\$ 2,322.85
1/31/2039	\$ 582.43	\$ 425.56	\$ 407.70	\$ 494.44	\$ 53.20	\$ 369.31	\$ 2,332.64
1/31/2040	\$ 614.79	\$ 398.50	\$ 414.17	\$ 466.02	\$ 49.81	\$ 369.31	\$ 2,312.60
1/31/2041	\$ 647.15	\$ 369.92	\$ 446.53	\$ 437.14	\$ 46.24	\$ 369.31	\$ 2,316.30
1/31/2042	\$ 679.51	\$ 339.85	\$ 485.36	\$ 406.02	\$ 42.48	\$ 369.31	\$ 2,322.52
1/31/2043	\$ 711.86	\$ 308.27	\$ 524.19	\$ 372.18	\$ 38.53	\$ 369.31	\$ 2,324.35
1/31/2044	\$ 744.22	\$ 275.19	\$ 530.66	\$ 335.64	\$ 34.40	\$ 369.31	\$ 2,289.42
1/31/2045	\$ 776.58	\$ 240.60	\$ 601.85	\$ 298.65	\$ 30.08	\$ 369.31	\$ 2,317.06
1/31/2046	\$ 808.94	\$ 204.51	\$ 640.68	\$ 256.69	\$ 25.56	\$ 369.31	\$ 2,305.69
1/31/2047	\$ 841.29	\$ 166.92	\$ 685.98	\$ 212.03	\$ 20.86	\$ 369.31	\$ 2,296.39
1/31/2048	\$ 873.65	\$ 127.82	\$ 731.28	\$ 164.21	\$ 15.98	\$ 369.31	\$ 2,282.25
1/31/2049	\$ 906.01	\$ 87.22	\$ 802.46	\$ 113.23	\$ 10.90	\$ 369.31	\$ 2,289.14
1/31/2050	\$ 970.72	\$ 45.11	\$ 821.88	\$ 57.29	\$ 5.64	\$ 369.31	\$ 2,269.96
<b>Total</b>	<b>\$15,531.55</b>	<b>\$ 11,892.19</b>	<b>\$ 10,729.72</b>	<b>\$13,326.15</b>	<b>\$1,495.86</b>	<b>\$ 9,971.43</b>	<b>\$ 62,946.90</b>

**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.

**EXHIBIT V-3 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – 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 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,847.46**

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

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

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

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



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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 254.24	\$ 1,273.67	\$ 322.03	\$ 1,318.55	\$ 219.24	\$ 351.74	\$ 3,739.46
2025	\$ 271.19	\$ 1,259.68	\$ 322.03	\$ 1,318.60	\$ 319.32	\$ 351.74	\$ 3,842.57
2026	\$ 288.14	\$ 1,244.77	\$ 338.98	\$ 1,300.08	\$ 316.36	\$ 351.74	\$ 3,840.07
2027	\$ 305.08	\$ 1,228.92	\$ 364.41	\$ 1,280.59	\$ 313.22	\$ 351.74	\$ 3,843.96
2028	\$ 322.03	\$ 1,212.14	\$ 381.36	\$ 1,259.64	\$ 309.87	\$ 351.74	\$ 3,836.78
2029	\$ 347.46	\$ 1,194.43	\$ 406.78	\$ 1,237.71	\$ 306.36	\$ 351.74	\$ 3,844.47
2030	\$ 364.41	\$ 1,175.32	\$ 432.20	\$ 1,214.32	\$ 302.58	\$ 351.74	\$ 3,840.57
2031	\$ 389.83	\$ 1,152.54	\$ 466.10	\$ 1,189.47	\$ 298.60	\$ 351.74	\$ 3,848.29
2032	\$ 415.25	\$ 1,128.18	\$ 491.53	\$ 1,162.67	\$ 294.32	\$ 351.74	\$ 3,843.69
2033	\$ 440.68	\$ 1,102.22	\$ 525.42	\$ 1,134.41	\$ 289.79	\$ 351.74	\$ 3,844.26
2034	\$ 474.58	\$ 1,074.68	\$ 550.85	\$ 1,104.19	\$ 284.96	\$ 351.74	\$ 3,841.00
2035	\$ 508.47	\$ 1,045.02	\$ 593.22	\$ 1,072.52	\$ 499.07	\$ 351.74	\$ 4,070.04
2036	\$ 542.37	\$ 1,013.24	\$ 627.12	\$ 1,038.41	\$ 493.56	\$ 351.74	\$ 4,066.44
2037	\$ 576.27	\$ 979.34	\$ 669.49	\$ 1,002.35	\$ 487.71	\$ 351.74	\$ 4,066.91
2038	\$ 610.17	\$ 943.33	\$ 703.39	\$ 963.86	\$ 481.48	\$ 351.74	\$ 4,053.96
2039	\$ 652.54	\$ 905.19	\$ 754.24	\$ 923.41	\$ 474.92	\$ 351.74	\$ 4,062.04
2040	\$ 703.39	\$ 864.41	\$ 796.61	\$ 880.04	\$ 467.88	\$ 351.74	\$ 4,064.07
2041	\$ 745.76	\$ 820.44	\$ 847.46	\$ 834.24	\$ 460.38	\$ 351.74	\$ 4,060.02
2042	\$ 796.61	\$ 773.83	\$ 898.31	\$ 785.51	\$ 452.42	\$ 351.74	\$ 4,058.41
2043	\$ 847.46	\$ 724.05	\$ 957.63	\$ 733.86	\$ 443.94	\$ 351.74	\$ 4,058.67
2044	\$ 906.78	\$ 671.08	\$ 1,016.95	\$ 678.79	\$ 434.92	\$ 351.74	\$ 4,060.26
2045	\$ 966.10	\$ 614.41	\$ 1,084.75	\$ 620.32	\$ 425.30	\$ 351.74	\$ 4,062.61
2046	\$ 1,033.90	\$ 554.03	\$ 1,144.07	\$ 557.94	\$ 415.04	\$ 351.74	\$ 4,056.72
2047	\$ 1,101.69	\$ 489.41	\$ 1,220.34	\$ 492.16	\$ 404.15	\$ 351.74	\$ 4,059.49
2048	\$ 1,177.97	\$ 420.55	\$ 1,296.61	\$ 421.99	\$ 392.54	\$ 351.74	\$ 4,061.40
2049	\$ 1,254.24	\$ 346.93	\$ 1,381.36	\$ 347.44	\$ 380.17	\$ 351.74	\$ 4,061.87
2050	\$ 1,347.46	\$ 268.54	\$ 1,466.10	\$ 268.01	\$ 366.99	\$ 351.74	\$ 4,068.84
2051	\$ 1,432.20	\$ 184.32	\$ 1,550.85	\$ 183.71	\$ 352.92	\$ 351.74	\$ 4,055.74
2052	\$ 1,516.95	\$ 94.81	\$ 1,644.07	\$ 94.53	\$ 338.01	\$ 351.74	\$ 4,040.11
<b>Total</b>	<b>\$ 20,593.22</b>	<b>\$ 24,759.47</b>	<b>\$ 23,254.24</b>	<b>\$ 25,419.33</b>	<b>\$ 11,026.02</b>	<b>\$ 10,200.43</b>	<b>\$ 115,252.70</b>

**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 V-4 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3  
INITIAL PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,648,000.00**

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

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

<sup>1</sup> 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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



## ANNUAL INSTALLMENTS - LOT TYPE 3 INITIAL PARCEL

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Annual		
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>	Additional Interest	Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
2024	\$ -	\$ 229,045.14	\$ -	\$ -	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14
2025	\$ 47,000.00	\$ 208,750.00	\$ 32,000.00	\$ 134,787.20	\$ 27,090.00	\$ 30,600.00	\$ 480,227.20
2026	\$ 50,000.00	\$ 205,812.50	\$ 34,000.00	\$ 132,918.40	\$ 27,090.00	\$ 31,212.00	\$ 481,032.90
2027	\$ 53,000.00	\$ 202,687.50	\$ 36,000.00	\$ 130,932.80	\$ 26,855.00	\$ 31,836.24	\$ 481,311.54
2028	\$ 55,000.00	\$ 199,375.00	\$ 38,000.00	\$ 128,830.40	\$ 26,605.00	\$ 32,472.96	\$ 480,283.36
2029	\$ 58,000.00	\$ 195,937.50	\$ 40,000.00	\$ 126,611.20	\$ 26,340.00	\$ 33,122.42	\$ 480,011.12
2030	\$ 62,000.00	\$ 192,312.50	\$ 43,000.00	\$ 124,275.20	\$ 26,065.00	\$ 33,784.87	\$ 481,437.57
2031	\$ 65,000.00	\$ 188,437.50	\$ 45,000.00	\$ 121,764.00	\$ 25,775.00	\$ 34,460.57	\$ 480,437.07
2032	\$ 69,000.00	\$ 184,375.00	\$ 48,000.00	\$ 119,136.00	\$ 25,465.00	\$ 35,149.78	\$ 481,125.78
2033	\$ 73,000.00	\$ 180,062.50	\$ 51,000.00	\$ 116,332.80	\$ 25,140.00	\$ 35,852.78	\$ 481,388.08
2034	\$ 77,000.00	\$ 175,500.00	\$ 54,000.00	\$ 113,354.40	\$ 24,795.00	\$ 36,569.83	\$ 481,219.23
2035	\$ 81,000.00	\$ 170,687.50	\$ 57,000.00	\$ 110,200.80	\$ 24,430.00	\$ 37,301.23	\$ 480,619.53
2036	\$ 86,000.00	\$ 165,625.00	\$ 60,000.00	\$ 106,872.00	\$ 24,045.00	\$ 38,047.25	\$ 480,589.25
2037	\$ 91,000.00	\$ 160,250.00	\$ 64,000.00	\$ 103,368.00	\$ 23,640.00	\$ 38,808.20	\$ 481,066.20
2038	\$ 96,000.00	\$ 154,562.50	\$ 67,000.00	\$ 99,630.40	\$ 23,210.00	\$ 39,584.36	\$ 479,987.26
2039	\$ 102,000.00	\$ 148,562.50	\$ 71,000.00	\$ 95,717.60	\$ 22,755.00	\$ 40,376.05	\$ 480,411.15
2040	\$ 108,000.00	\$ 142,187.50	\$ 75,000.00	\$ 91,571.20	\$ 22,275.00	\$ 41,183.57	\$ 480,217.27
2041	\$ 114,000.00	\$ 135,437.50	\$ 80,000.00	\$ 87,191.20	\$ 21,765.00	\$ 42,007.24	\$ 480,400.94
2042	\$ 121,000.00	\$ 128,312.50	\$ 85,000.00	\$ 82,519.20	\$ 21,225.00	\$ 42,847.39	\$ 480,904.09
2043	\$ 128,000.00	\$ 120,750.00	\$ 89,000.00	\$ 77,555.20	\$ 20,655.00	\$ 43,704.34	\$ 479,664.54
2044	\$ 136,000.00	\$ 112,750.00	\$ 95,000.00	\$ 72,357.60	\$ 20,050.00	\$ 44,578.42	\$ 480,736.02
2045	\$ 144,000.00	\$ 104,250.00	\$ 100,000.00	\$ 66,809.60	\$ 19,410.00	\$ 45,469.99	\$ 479,939.59
2046	\$ 153,000.00	\$ 95,250.00	\$ 106,000.00	\$ 60,969.60	\$ 18,730.00	\$ 46,379.39	\$ 480,328.99
2047	\$ 163,000.00	\$ 85,687.50	\$ 112,000.00	\$ 54,779.20	\$ 18,010.00	\$ 47,306.98	\$ 480,783.68
2048	\$ 173,000.00	\$ 75,500.00	\$ 119,000.00	\$ 48,238.40	\$ 17,245.00	\$ 48,253.12	\$ 481,236.52
2049	\$ 183,000.00	\$ 64,687.50	\$ 126,000.00	\$ 41,288.80	\$ 16,430.00	\$ 49,218.18	\$ 480,624.48
2050	\$ 195,000.00	\$ 53,250.00	\$ 133,000.00	\$ 33,930.40	\$ 15,565.00	\$ 50,202.54	\$ 480,947.94
2051	\$ 207,000.00	\$ 41,062.50	\$ 141,000.00	\$ 26,163.20	\$ 14,650.00	\$ 51,206.59	\$ 481,082.29
2052	\$ 220,000.00	\$ 28,125.00	\$ 149,000.00	\$ 17,928.80	\$ 13,675.00	\$ 52,230.73	\$ 480,959.53
2053	\$ 230,000.00	\$ 14,375.00	\$ 158,000.00	\$ 9,227.20	\$ 12,640.00	\$ 53,275.34	\$ 477,517.54
<b>Total</b>	<b>\$ 3,340,000.00</b>	<b>\$ 4,163,607.64</b>	<b>\$ 2,308,000.00</b>	<b>\$ 2,535,260.80</b>	<b>\$ 658,715.00</b>	<b>\$ 1,217,042.38</b>	<b>\$ 14,222,625.82</b>

**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 Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.82% as of July 26, 2023.
- [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 V-5 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – 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 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$40,342.86**

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

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

<sup>1</sup> 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.

Seller Signature Page to Final Notice with 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due January 31,	Improvement Area # 3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ -	\$ 1,636.04	\$ -	\$ -	\$ 193.50	\$ 214.29	\$ 2,043.82
2025	\$ 335.71	\$ 1,491.07	\$ 228.57	\$ 962.77	\$ 193.50	\$ 218.57	\$ 3,430.19
2026	\$ 357.14	\$ 1,470.09	\$ 242.86	\$ 949.42	\$ 193.50	\$ 222.94	\$ 3,435.95
2027	\$ 378.57	\$ 1,447.77	\$ 257.14	\$ 935.23	\$ 191.82	\$ 227.40	\$ 3,437.94
2028	\$ 392.86	\$ 1,424.11	\$ 271.43	\$ 920.22	\$ 190.04	\$ 231.95	\$ 3,430.60
2029	\$ 414.29	\$ 1,399.55	\$ 285.71	\$ 904.37	\$ 188.14	\$ 236.59	\$ 3,428.65
2030	\$ 442.86	\$ 1,373.66	\$ 307.14	\$ 887.68	\$ 186.18	\$ 241.32	\$ 3,438.84
2031	\$ 464.29	\$ 1,345.98	\$ 321.43	\$ 869.74	\$ 184.11	\$ 246.15	\$ 3,431.69
2032	\$ 492.86	\$ 1,316.96	\$ 342.86	\$ 850.97	\$ 181.89	\$ 251.07	\$ 3,436.61
2033	\$ 521.43	\$ 1,286.16	\$ 364.29	\$ 830.95	\$ 179.57	\$ 256.09	\$ 3,438.49
2034	\$ 550.00	\$ 1,253.57	\$ 385.71	\$ 809.67	\$ 177.11	\$ 261.21	\$ 3,437.28
2035	\$ 578.57	\$ 1,219.20	\$ 407.14	\$ 787.15	\$ 174.50	\$ 266.44	\$ 3,433.00
2036	\$ 614.29	\$ 1,183.04	\$ 428.57	\$ 763.37	\$ 171.75	\$ 271.77	\$ 3,432.78
2037	\$ 650.00	\$ 1,144.64	\$ 457.14	\$ 738.34	\$ 168.86	\$ 277.20	\$ 3,436.19
2038	\$ 685.71	\$ 1,104.02	\$ 478.57	\$ 711.65	\$ 165.79	\$ 282.75	\$ 3,428.48
2039	\$ 728.57	\$ 1,061.16	\$ 507.14	\$ 683.70	\$ 162.54	\$ 288.40	\$ 3,431.51
2040	\$ 771.43	\$ 1,015.63	\$ 535.71	\$ 654.08	\$ 159.11	\$ 294.17	\$ 3,430.12
2041	\$ 814.29	\$ 967.41	\$ 571.43	\$ 622.79	\$ 155.46	\$ 300.05	\$ 3,431.44
2042	\$ 864.29	\$ 916.52	\$ 607.14	\$ 589.42	\$ 151.61	\$ 306.05	\$ 3,435.03
2043	\$ 914.29	\$ 862.50	\$ 635.71	\$ 553.97	\$ 147.54	\$ 312.17	\$ 3,426.18
2044	\$ 971.43	\$ 805.36	\$ 678.57	\$ 516.84	\$ 143.21	\$ 318.42	\$ 3,433.83
2045	\$ 1,028.57	\$ 744.64	\$ 714.29	\$ 477.21	\$ 138.64	\$ 324.79	\$ 3,428.14
2046	\$ 1,092.86	\$ 680.36	\$ 757.14	\$ 435.50	\$ 133.79	\$ 331.28	\$ 3,430.92
2047	\$ 1,164.29	\$ 612.05	\$ 800.00	\$ 391.28	\$ 128.64	\$ 337.91	\$ 3,434.17
2048	\$ 1,235.71	\$ 539.29	\$ 850.00	\$ 344.56	\$ 123.18	\$ 344.67	\$ 3,437.40
2049	\$ 1,307.14	\$ 462.05	\$ 900.00	\$ 294.92	\$ 117.36	\$ 351.56	\$ 3,433.03
2050	\$ 1,392.86	\$ 380.36	\$ 950.00	\$ 242.36	\$ 111.18	\$ 358.59	\$ 3,435.34
2051	\$ 1,478.57	\$ 293.30	\$ 1,007.14	\$ 186.88	\$ 104.64	\$ 365.76	\$ 3,436.30
2052	\$ 1,571.43	\$ 200.89	\$ 1,064.29	\$ 128.06	\$ 97.68	\$ 373.08	\$ 3,435.43
2053	\$ 1,642.86	\$ 102.68	\$ 1,128.57	\$ 65.91	\$ 90.29	\$ 380.54	\$ 3,410.84
<b>Total</b>	<b>\$ 23,857.14</b>	<b>\$ 29,740.05</b>	<b>\$ 16,485.71</b>	<b>\$ 18,109.01</b>	<b>\$ 4,705.11</b>	<b>\$ 8,693.16</b>	<b>\$ 101,590.18</b>

**Footnotes:**

- [a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.
- [b] The Interest Rate on the Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.82% as of July 26, 2023.
- [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: August 7, 2023

**Topic:**

Adopt, on First Reading, Ordinance No. 2023-22, an Ordinance of the City of Tomball, Texas Approving the 2023 Annual Update to the Service and Assessment Plan and Assessment Roll for the Wood Leaf Public Improvement District Number 14 (PID 14), including the collection of the 2023 Annual Installment.

**Background:**

Approval of this Ordinance will approve the 2022-22 annual update to the Service and Assessment Plan (SAP) for the Wood Leaf Reserve Public Improvement District Number 14 (PID 14). 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 2023-24 SAP update, which also updates the assessment roll for 2023 collections, the applicable assessment rates of PID 14 are not changing.

The original SAP was adopted by City Council on September 19, 2022 and includes a 30-year payment term. The 2023 annual installment to be collected from parcels within PID 14 as shown on the assessment roll of the 2023 SAP update is \$40,799.47 for Improvement Area One due on January 31, 2024.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving Ordinance 2023-22, 2023 Annual Service and Assessment Plan Update for Wood Leaf Reserve Public Improvement District Number 14 (PID 14).

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**ORDINANCE NO. 2023-22**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2023 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE WOOD LEAF PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2023 ANNUAL INSTALLMENTS.**

\* \* \* \* \*

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

**WHEREAS**, the City Council approved the creation of the PID by Resolution approved on January 18, 2021 (the "Creation Resolution") and published the Creation Resolution on January 27, 2021, as authorized by the Act; and

**WHEREAS**, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within Improvement Area #1 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #1 of the District (the “Assessment Roll”) that states the assessment against each parcel of land within Improvement Area #1 of the District (the “Assessments”); and

**WHEREAS**, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

**WHEREAS**, the City Council convened the public hearing at 6:00 p.m. on the 6th day of September, 2022, 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**, on September 19, 2022, the City Council approved an Ordinance levying Assessments on property within the District; and

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

**WHEREAS**, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2023 (together, the “2023 Updates”); and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance approving the 2023 Updates attached thereto, in conformity with the requirements of the PID Act; and

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

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

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

**Section 2.** That the 2023 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

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

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

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

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

[Signature Page Follows]

FIRST READING:

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

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21<sup>ST</sup> DAY OF AUGUST 2023.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
Lori Klein-Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary



WOOD LEAF RESERVE  
PUBLIC IMPROVEMENT DISTRICT  
2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 7, 2023

## INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings given to them in the 2022 Service and Assessment Plan (the “2022 SAP”), used for levying the Assessment. The District was created pursuant to the PID Act by Resolution No. 2021-04 on January 18, 2021 by the City to finance certain Authorized Improvements for the benefit of the property in the District.

On September 19, 2022, the City Council approved the Service and Assessment Plan for the District by adopting Ordinance No. 2022-31 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

The 2022 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2022 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

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

## PARCEL SUBDIVISION

### Improvement Area #1

- The Wood Leaf Reserve Section 1 Plat was filed and recorded within the Harris County Official Public Records on April 14, 2021. The Wood Leaf Reserve Section 1 Plat consists of 123 residential Lots and 9 Non-Benefited Lots.

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

## LOT AND HOME SALES

### Improvement Area #1

The District consists of 123 Lots, further designated as 66 Lot Type 1 Lots, and 57 Lot Type 2. Per the Quarterly Report dated March 31, 2023, Shea Homes owns 18 Lots, further designated as 10 Lot Type 1 Lots, and 8 Lot Type 2 Lots. Chesmar Homes has completed home construction and delivered to end-users a total of 11 Lots, further designated as 6 Lot Type 1 Lots and 5 Lot Type 2 Lots. All homes in the District are expected to be completed by the first quarter of 2024.

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

## AUTHORIZED IMPROVEMENTS

### Improvement Area #1

The Developer has completed the Authorized Improvements listed in the 2021 SAP and they were dedicated to the City on May 10, 2022.

## OUTSTANDING ASSESSMENT

### Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$4,316,000.00.

## ANNUAL INSTALLMENT DUE 1/31/2024

### Improvement Area #1

- **Principal and Interest<sup>1</sup>** – The total principal and interest required for the Annual Installment is \$317,826.26.
- **Additional Interest/Prepayment and Delinquency Reserve** – The total Prepayment and Delinquency Reserve Requirement, as defined in the Indenture, has not been met. As such, the Prepayment and Delinquency Reserve will be funded with additional interest amount due of \$21,580.00.
- **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 for Improvement Area #1 is \$40,799.47. A breakdown of the Annual Collection Costs is shown below.

Improvement Area #1	
Administration	\$ 28,273.80
City Administrative Fees	3,100.20
Filing Fees	620.04
County Collection	185.39
PID Trustee Fees	4,500.00
Dissemination Agent	3,500.00
Miscellaneous	620.04
<b>Total Annual Collection Costs</b>	<b>\$40,799.47</b>

Improvement Area #1	
Due January 31, 2024	
Principal	\$ 71,000.00
Interest	246,826.26
Annual Collection Costs	40,799.47
Additional Interest	21,580.00
<b>Total Annual Installment</b>	<b>\$380,205.73</b>

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

<sup>1</sup> The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.



## PREPAYMENT OF ASSESSMENTS IN FULL

### Improvement Area #1

No parcels in Improvement Area #1 have made full prepayments.

## PARTIAL PREPAYMENT OF ASSESSMENTS

### Improvement Area #1

No parcels in Improvement Area #1 have made partial prepayments.

## EXTRAORDINARY OPTIONAL REDEMPTIONS

### Improvement Area #1

No extraordinary optional redemptions have occurred within Improvement Area #1.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

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

Improvement Area #1						
Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 71,000	\$ 73,000	\$ 76,000	\$ 79,000	\$ 82,000
Interest		246,826	243,454	239,986	236,376	232,624
	(1)	\$317,826	\$316,454	\$315,986	\$315,376	\$314,624
Annual Collection Costs	(2)	\$ 40,799	\$ 41,615	\$ 42,448	\$ 43,297	\$ 44,163
Additonal Interest	(3)	\$ 21,580	\$ 21,225	\$ 20,860	\$ 20,480	\$ 20,085
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$380,206</b>	<b>\$379,294</b>	<b>\$379,294</b>	<b>\$379,153</b>	<b>\$378,871</b>

## ASSESSMENT ROLL

The list of current Parcels or Lots within Improvement Area #1, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

## EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[a]</sup>					Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest			
1443500010001	Block 1 Lot 1	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010002	Block 1 Lot 2	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010003	Block 1 Lot 3	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010004	Block 1 Lot 4	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010005	Block 1 Lot 5	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010006	Block 1 Lot 6	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010007	Block 1 Lot 7	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010008	Block 1 Lot 8	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010009	Block 1 Lot 9	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010010	Block 1 Lot 10	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010011	Block 1 Lot 11	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010012	Block 1 Lot 12	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010013	Block 1 Lot 13	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010014	Block 1 Lot 14	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010015	Block 1 Lot 15	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010016	Block 1 Lot 16	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010017	Block 1 Lot 17	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010018	Block 1 Lot 18	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010019	Block 1 Lot 19	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010020	Block 1 Lot 20	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500010021	Block 1 Lot 21	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020001	Block 2 Lot 1	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020002	Block 2 Lot 2	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020003	Block 2 Lot 3	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020004	Block 2 Lot 4	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020005	Block 2 Lot 5	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020006	Block 2 Lot 6	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500020007	Block 2 Lot 7	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500030001	Block 3 Lot 1	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500030002	Block 3 Lot 2	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040001	Block 4 Lot 1	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040002	Block 4 Lot 2	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040003	Block 4 Lot 3	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040004	Block 4 Lot 4	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040005	Block 4 Lot 5	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040006	Block 4 Lot 6	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040007	Block 4 Lot 7	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040008	Block 4 Lot 8	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040009	Block 4 Lot 9	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040010	Block 4 Lot 10	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	

**Footnotes:**

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[d] The Annual Installment covers the period September 15, 2023 to September 14, 2024, and is due by January 31, 2024.

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[a]</sup>					Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>		
1443500040011	Block 4 Lot 11	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040012	Block 4 Lot 12	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040013	Block 4 Lot 13	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040014	Block 4 Lot 14	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040015	Block 4 Lot 15	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500040016	Block 4 Lot 16	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040017	Block 4 Lot 17	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040018	Block 4 Lot 18	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040019	Block 4 Lot 19	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040020	Block 4 Lot 20	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040021	Block 4 Lot 21	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040022	Block 4 Lot 22	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040023	Block 4 Lot 23	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040024	Block 4 Lot 24	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040025	Block 4 Lot 25	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040026	Block 4 Lot 26	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040027	Block 4 Lot 27	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040028	Block 4 Lot 28	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040029	Block 4 Lot 29	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040030	Block 4 Lot 30	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040031	Block 4 Lot 31	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040032	Block 4 Lot 32	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040033	Block 4 Lot 33	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040034	Block 4 Lot 34	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040035	Block 4 Lot 35	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040036	Block 4 Lot 36	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040037	Block 4 Lot 37	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040038	Block 4 Lot 38	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040039	Block 4 Lot 39	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040040	Block 4 Lot 40	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040041	Block 4 Lot 41	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040042	Block 4 Lot 42	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040043	Block 4 Lot 43	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040044	Block 4 Lot 44	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040045	Block 4 Lot 45	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040046	Block 4 Lot 46	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040047	Block 4 Lot 47	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040048	Block 4 Lot 48	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040049	Block 4 Lot 49	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040050	Block 4 Lot 50	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	

**Footnotes:**

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[d] The Annual Installment covers the period September 15, 2023 to September 14, 2024, and is due by January 31, 2024.

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[a]</sup>					Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>		
1443500040051	Block 4 Lot 51	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040052	Block 4 Lot 52	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500040053	Block 4 Lot 53	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050001	Block 5 Lot 1	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500050002	Block 5 Lot 2	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500050003	Block 5 Lot 3	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500050004	Block 5 Lot 4	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500050005	Block 5 Lot 5	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050006	Block 5 Lot 6	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050007	Block 5 Lot 7	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050008	Block 5 Lot 8	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050009	Block 5 Lot 9	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050010	Block 5 Lot 10	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050011	Block 5 Lot 11	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050012	Block 5 Lot 12	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050013	Block 5 Lot 13	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050014	Block 5 Lot 14	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050015	Block 5 Lot 15	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050016	Block 5 Lot 16	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050017	Block 5 Lot 17	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500050018	Block 5 Lot 18	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060001	Block 6 Lot 1	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060002	Block 6 Lot 2	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060003	Block 6 Lot 3	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060004	Block 6 Lot 4	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060005	Block 6 Lot 5	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060006	Block 6 Lot 6	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060007	Block 6 Lot 7	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060008	Block 6 Lot 8	Lot Type 2	\$ 37,250.29	\$ 612.78	\$ 2,130.29	\$ 186.25	\$ 352.13	\$ 3,281.46	
1443500060009	Block 6 Lot 9	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060010	Block 6 Lot 10	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060011	Block 6 Lot 11	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060012	Block 6 Lot 12	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060013	Block 6 Lot 13	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060014	Block 6 Lot 14	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060015	Block 6 Lot 15	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060016	Block 6 Lot 16	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060017	Block 6 Lot 17	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060018	Block 6 Lot 18	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	
1443500060019	Block 6 Lot 19	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71	

**Footnotes:**

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[d] The Annual Installment covers the period September 15, 2023 to September 14, 2024, and is due by January 31, 2024.

Property ID	Legal Description	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
1443500060020	Block 6 Lot 20	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71
1443500060021	Block 6 Lot 21	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71
1443500060022	Block 6 Lot 22	Lot Type 1	\$ 33,223.23	\$ 546.54	\$ 1,899.99	\$ 166.12	\$ 314.06	\$ 2,926.71
1443500010022	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500010023	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020008	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020009	Park	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020010	Lake/Detention	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040054	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040055	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040056	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500060023	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			<b>\$4,315,999.71</b>	<b>\$71,000.00</b>	<b>\$246,826.26</b>	<b>\$21,580.00</b>	<b>\$40,799.47</b>	<b>\$ 380,206.08</b>

**Footnotes:**

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

[d] The Annual Installment covers the period September 15, 2023 to September 14, 2024, and is due by January 31, 2024.

## EXHIBIT B – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

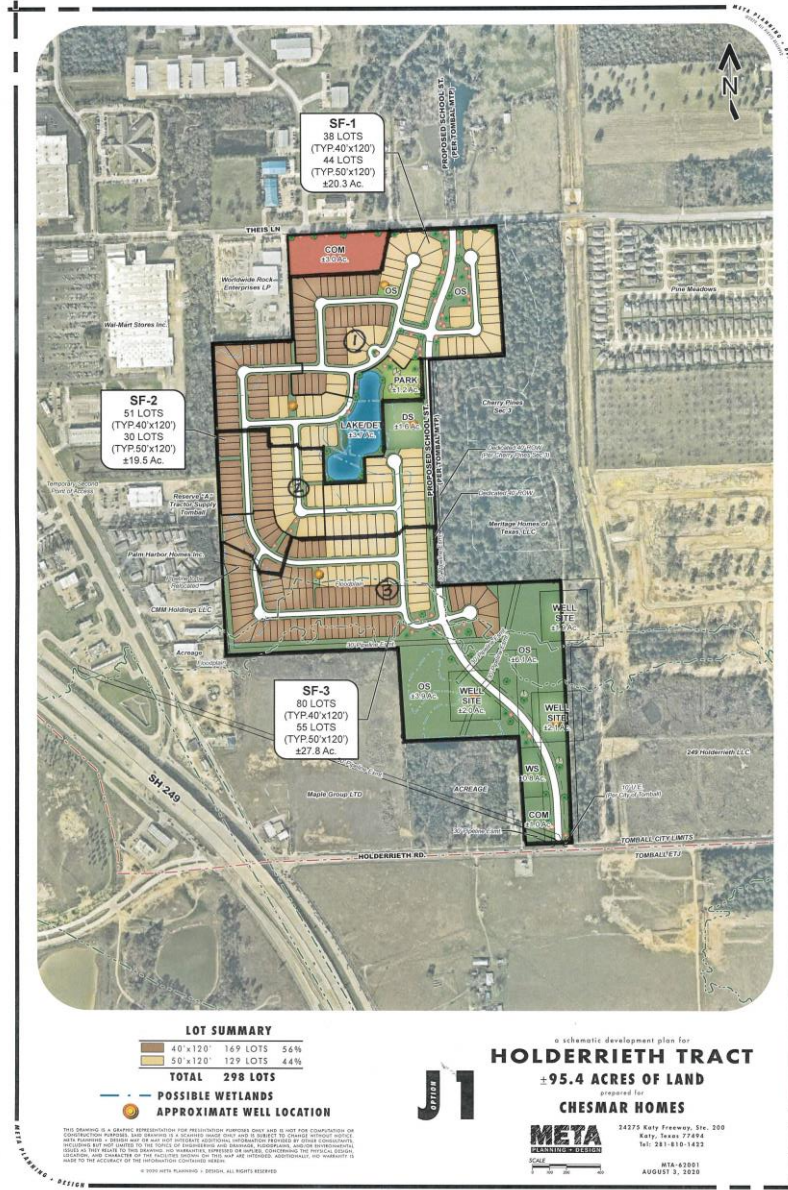
### DEBT SERVICE REQUIREMENTS

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
<b>Total</b>	<b><u>\$2,490,000.00</u></b>	<b><u>\$1,860,642.85</u></b>	<b><u>\$4,350,642.85</u></b>

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

# EXHIBIT C – LOT TYPE CLASSIFICATION MAP





## EXHIBIT D – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within Improvement Area #1 are found in this Exhibit:

- Lot Type 1 (40')
- Lot Type 2 (50')

**WOOD LEAF 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 RECORDING<sup>1</sup> 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: \$33,223.23**

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 **Wood Leaf 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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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,	Principal	Interest <sup>[a]</sup>	Additional Interest <sup>[b]</sup>	Annual Collection Costs	Total Annual Installment
2024	546.54	1,899.99	166.12	314.06	2,926.71
2025	561.93	1,874.03	163.38	320.34	2,919.69
2026	585.02	1,847.34	160.57	326.75	2,919.69
2027	608.12	1,819.55	157.65	333.28	2,918.60
2028	631.21	1,790.67	154.61	339.95	2,916.43
2029	662.00	1,758.32	151.45	346.75	2,918.52
2030	692.79	1,724.39	148.14	353.68	2,919.01
2031	723.58	1,688.88	144.68	360.76	2,917.90
2032	754.37	1,651.80	141.06	367.97	2,915.21
2033	785.16	1,613.14	137.29	375.33	2,910.92
2034	831.35	1,567.01	133.36	382.84	2,914.56
2035	877.54	1,518.17	129.21	390.50	2,915.41
2036	923.72	1,466.61	124.82	398.31	2,913.46
2037	969.91	1,412.34	120.20	406.27	2,908.72
2038	1,023.79	1,355.36	115.35	414.40	2,908.90
2039	1,077.68	1,295.21	110.23	422.69	2,905.81
2040	1,139.26	1,231.90	104.84	431.14	2,907.14
2041	1,200.84	1,164.97	99.15	439.76	2,904.72
2042	1,270.12	1,094.42	93.14	448.56	2,906.24
2043	1,339.40	1,019.80	86.79	457.53	2,903.52
2044	1,408.68	941.11	80.09	466.68	2,896.56
2045	1,493.35	858.35	73.05	476.01	2,900.77
2046	1,578.03	770.62	65.58	485.53	2,899.76
2047	1,662.70	677.91	57.69	495.24	2,893.55
2048	1,762.77	580.22	49.38	505.15	2,897.52
2049	1,862.84	476.66	40.57	515.25	2,895.32
2050	1,970.61	367.22	31.25	525.56	2,894.64
2051	2,078.38	251.45	21.40	536.07	2,887.29
2052	2,201.54	129.34	11.01	546.79	2,888.68
<b>Total</b>	<b>\$ 33,223.23</b>	<b>\$ 35,846.77</b>	<b>\$ 3,072.07</b>	<b>12,183.16</b>	<b>\$ 84,325.23</b>

**Footnotes:**

[a] The Interest Rate equals the rate of the IA#1 2022 Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -  
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 RECORDING<sup>1</sup> 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 2 PRINCIPAL ASSESSMENT: \$37,250.29**

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 *Wood Leaf 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.

<sup>1</sup> 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]<sup>2</sup>

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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]<sup>4</sup>

<sup>4</sup> 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 2

Installment Due January 31,	Principal	Interest <sup>[a]</sup>	Additional Interest <sup>[b]</sup>	Annual Collection Costs	Total Annual Installment
2024	612.78	2,130.29	186.25	352.13	3,281.46
2025	630.04	2,101.19	183.19	359.17	3,273.59
2026	655.94	2,071.26	180.04	366.36	3,273.59
2027	681.83	2,040.10	176.76	373.68	3,272.37
2028	707.72	2,007.72	173.35	381.16	3,269.94
2029	742.24	1,971.45	169.81	388.78	3,272.28
2030	776.77	1,933.41	166.10	396.56	3,272.83
2031	811.29	1,893.60	162.21	404.49	3,271.59
2032	845.81	1,852.02	158.16	412.58	3,268.56
2033	880.34	1,808.67	153.93	420.83	3,263.76
2034	932.12	1,756.95	149.53	429.24	3,267.84
2035	983.90	1,702.19	144.87	437.83	3,268.79
2036	1,035.69	1,644.38	139.95	446.59	3,266.61
2037	1,087.47	1,583.54	134.77	455.52	3,261.30
2038	1,147.89	1,519.65	129.33	464.63	3,261.50
2039	1,208.30	1,452.21	123.59	473.92	3,258.03
2040	1,277.35	1,381.22	117.55	483.40	3,259.52
2041	1,346.40	1,306.18	111.16	493.07	3,256.80
2042	1,424.07	1,227.08	104.43	502.93	3,258.51
2043	1,501.75	1,143.41	97.31	512.99	3,255.46
2044	1,579.43	1,055.18	89.80	523.25	3,247.66
2045	1,674.36	962.39	81.91	533.71	3,252.37
2046	1,769.30	864.02	73.53	544.39	3,251.25
2047	1,864.24	760.08	64.69	555.27	3,244.28
2048	1,976.44	650.55	55.37	566.38	3,248.74
2049	2,088.64	534.44	45.48	577.71	3,246.27
2050	2,209.47	411.73	35.04	589.26	3,245.50
2051	2,330.30	281.92	23.99	601.05	3,237.26
2052	2,468.39	145.02	12.34	613.07	3,238.82
<b>Total</b>	<b>\$ 37,250.29</b>	<b>\$ 40,191.83</b>	<b>\$ 3,444.44</b>	<b>\$ 13,659.90</b>	<b>\$ 94,546.47</b>

**Footnotes:**

[a] The Interest Rate equals the rate of the IA#1 2022 Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, 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: August 7, 2023

**Topic:**

Adopt, on First Reading, Ordinance Number 2023-24, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Raburn Reserve Public Improvement District (the “District”); Making a Finding of Special Benefit to Certain Property in the District; Levying Assessments against Certain Property within the District and Establishing a Lien on Such Property; Providing for Payment of the Assessment in Accordance with Chapter 372, Texas Local Government Code, as Amended; Providing for the Method of Assessment and the Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Providing for Severability and Providing an Effective Date. The proposed Amended and Restated Service and Assessment Plan complies with the requirements of the approved Development Agreement as approved by City Council on October 7, 2019.

**Background:**

The property within the Raburn Reserve Public Improvement District Ten (PID 10), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for Improvement Area Thee (IA3). Following the Public Hearing, it is necessary to levy assessments on the property within PID 10, as set forth in the Amended and Restated Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2023-24 approves the Amended and Restated Service and Assessment Plan and Assessment Roll for Raburn Reserve Public Improvement District Number Ten.

**Origination:** Project Management

**Recommendation:**

Adopt Ordinance Number 2023-24, levying an assessment against properties located within Public Improvement District Number Ten (PID 10), Raburn Reserve, on First Reading.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**ORDINANCE NO. 2023-24**

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

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”) received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the “Act”) requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the 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 Central 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**, the City Council approved the creation of the PID by Resolution approved on October 7, 2019 as amended on November 4, 2019 and December 7, 2020 to add additional land pursuant to notice and public hearings (collectively the "Creation Resolution") and published the Creation Resolution as authorized by the Act; and

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

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

**WHEREAS**, On September 21, 2020, the City adopted an ordinance approving a Service and Assessment Plan and Assessment Roll for the Raburn Reserve Public Improvement District and levied assessments on property within Improvement Area #1 of the District (the “Original



Service and Assessment Plan”). The Ordinance also levied assessments against benefited properties within the District and established a lien on such properties; and

**WHEREAS**, On October 3, 2022, the City adopted an ordinance approving an Amended and Restated Service and Assessment Plan for the District and levied assessments on property within Improvement Area #2 of the District (the “First Amended Service and Assessment Plan); and

**WHEREAS**, the City now desires to levy assessments on property within Improvement Area #3 of the District and to approve an amendment to the First Amended and Restated Service and Assessment Plan to reflect the levy of assessments on such property (the “Second Amended and Restated Service and Assessment Plan” and together with the Original Assessment Plan and the First Amended and Restated Service and Assessment Plan, the “Amended and Restated Service and Assessment Plan”); and

**WHEREAS**, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within Improvement Area #3 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #3 of the District (the “Assessment Roll”) that states the assessment against each parcel of land within Improvement Area #3 of the District (the “Assessments”); and

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

**WHEREAS**, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Amended and Restated Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Amended and Restated Service and Assessment Plan, on property within Improvement Area #3 of the District; and

**WHEREAS**, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Amended and Restated Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property within 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 public hearing at 6:00 p.m. on the 7<sup>th</sup> day of August, 2023, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Amended and Restated 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 Improvement Area #3 Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, the developer of property within the District as described in the Amended and Restated Service and Assessment Plan for the District has commenced the construction and acquisition of the Improvement Area #3 Improvements within the District; and

**WHEREAS**, the City Council finds and determines that the Amended and Restated Service and Assessment Plan and Assessment Roll attached thereto should be approved and that the Assessments should be levied on property within Improvement Area #3 of the District as provided in this Ordinance and the Amended and Restated Service and Assessment Plan and Assessment Roll; and

**WHEREAS**, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Amended and Restated Service and Assessment Plan, the allocation of the costs of the Improvement Area #3 Improvements, the Assessment Roll or the levy of Assessments; and

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

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

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

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

Section 2. **Terms.** Terms not otherwise defined herein are defined in the Amended and Restated Service and Assessment Plan attached hereto as Exhibit A.

Section 3. **Findings.** The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determined and orders, as follows:

(a) The apportionment of the Costs of the Improvement Area #3 Improvements, and the Annual Collection Costs pursuant to the Amended and Restated Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Improvement Area #3 Improvements identified in the Amended and Restated Service and Assessment Plan, and is hereby approved;

(b) The Amended and Restated Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #3 Improvements;

(c) The Amended and Restated Service and Assessment Plan apportions the costs of the Improvement Area #3 Improvements to be assessed against each Assessed Property in Improvement Area #3 of the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property within Improvement Area #3 of the District because of Improvement Area #3 Improvements.

(d) All of the real property within Improvement Area #3 of the District which is being assessed in the amounts shown in the Amended and Restated Service and Assessment Plan and Assessment Roll will be benefited by the Improvement Area #3 Improvements proposed to be provided through the District in the Amended and Restated Service and Assessment Plan, and each parcel of real property in Improvement Area #3 of the District will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Improvement Area #3 Improvements and Annual Collection Costs set forth in the Amended and Restated Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #3 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;

(f) The Amended and Restated Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act;

(g) The Assessment Roll in the form attached to the Amended and Restated Service and Assessment Plan should be approved as the assessment roll for Improvement Area #3 of the District;

(h) The provisions of the Amended and Restated Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Improvement Area #3 Annual Installments, interest and penalties on delinquent Assessments and delinquent Improvement Area #3 Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the improvements needed and required for the area within Improvement Area #3 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

**Section 4. Assessment Plan.** The Amended and Restated Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Improvement Area #3 within Improvement Area #3 of the District.

**Section 5. Assessment Roll.** The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #3 Improvements within Improvement Area #3 of the District.

**Section 6. Levy and Payment of Assessments for Costs of Authorized Improvements.**

(a) The City Council hereby levies Assessments on each Assessed Property located within Improvement Area #3 of the District, as shown and described in the Amended and Restated Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as special assessments on the properties within Improvement Area #3 of the District as set forth in the Service and Assessment Plan and the Assessment Roll.

(b) The levy of the Assessments on property within Improvement Area #3 shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Amended and Restated Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Amended and Restated Service and Assessment Plan.

(d) Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Amended and Restated Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Amended and Restated Service and Assessment Plan.

(f) Each Improvement Area #3 Annual Installment shall be collected each year in the manner set forth in the Amended and Restated Service and Assessment Plan.

(g) The Annual Collection Costs for Assessed Properties in Improvement Area #3 of the District shall be calculated pursuant to the terms of the Amended and Restated Service and Assessment Plan.

**Section 7. Method of Assessment.** The method of apportioning the costs of the Improvement Area #3 Improvements is as set forth in the Amended and Restated Service and Assessment Plan.

**Section 8. Penalties and Interest on Delinquent Assessments.** Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Amended and Restated Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

**Section 9. Prepayments of Assessments.** As provided in Section 372.018(f) of the Act and in the Amended and Restated Service and Assessment Plan, the owner (the "Owner") of any Assessed Property in Improvement Area #3 of the District may prepay the Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

**Section 10. Lien Priority.** As provided in the Act, the City Council and owners of the Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Property in Improvement Area #3 of the District, including without limitation such owner's obligations related to payment of the Assessments and the Improvement Area #3 Annual Installments, to constitute a covenant running with the land. The Assessments and the Improvement Area #3 Annual Installments levied hereby shall be binding upon the Assessed Property in Improvement Area #3 of the District and the owners of Assessed Properties in Improvement Area #3 of the District, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Act.

**Section 11. Administrator and Collector of Assessments.**

(a) Administrator. The City shall administer the Service and Assessment Plan and the Assessments levied by this Ordinance. The City has appointed a third-party administrator (the "Administrator") to administer the Service and Assessment Plan and the Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such services shall constitute an Annual Collection Cost

(b) Collector. The City may collect the assessments or may, by future action, appoint a third-party collector of the Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

**Section 12. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

**Section 13. Severability.** If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 14. Effective Date.** This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Amended and Restated Service and Assessment Plan shall be and become effective upon passage and execution thereof.

**Section 15. Recordation.** City staff shall cause the recordation of this Ordinance and the Amended and Restated Service and Assessment Plan in the real property records of Harris County in accordance with Section 372.013 of the Act.

[Signature Page Follows]

FIRST READING:

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

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

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21<sup>ST</sup> DAY OF AUGUST 2023.

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

\_\_\_\_\_  
Lori Klein-Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

# Raburn Reserve Public Improvement District

---

2023 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN  
AUGUST 21, 2023





## TABLE OF CONTENTS

Table of Contents .....	1
Introduction .....	3
Section I: Definitions .....	6
Section II: The District .....	14
Section III: Authorized Improvements .....	14
Section IV: Service Plan .....	19
Section V: Assessment Plan .....	19
Section VI: Terms of the Assessments .....	25
Section VII: Assessment Roll .....	30
Section VIII: Additional Provisions .....	31
List of Exhibits .....	35
Exhibit A-1 – District Legal Description .....	37
Exhibit A-2 – Improvement Area #1 Legal Description .....	39
Exhibit A-3 – Improvement Area #2 Legal Description .....	41
Exhibit A-4 – Improvement Area #3 Legal Description .....	43
Exhibit B – District Boundary Map .....	46
Exhibit C – Authorized Improvements .....	47
Exhibit D – Service Plan .....	48
Exhibit E – Sources and Uses .....	49
Exhibit F – Improvement Area #1 Total Assessment Roll .....	50
Exhibit G – Improvement Area #1 Annual Installments .....	54
Exhibit H – Improvement Area #2 Total Assessment Roll .....	55
Exhibit I – Improvement Area #2 Annual Installments .....	59
Exhibit J – Improvement Area #3 Total Assessment Roll .....	60
Exhibit K – Improvement Area #3 Annual Installments .....	61
Exhibit L – Maximum Assessment and Special Benefit per Lot Type .....	62
Exhibit M – Concept Plan .....	63
Exhibit N – Improvement Area #1 Improvements Maps .....	64
Exhibit O – Improvement Area #2 Improvements Maps .....	69
Exhibit P – Improvement Area #3 Improvements Maps .....	74
Exhibit Q – Notice of PID Assessment Termination .....	80

Exhibit R – Improvement Area #1 Plat..... 83

Exhibit S – Improvement Area #2 Plat ..... 87

Exhibit T – Improvement Area #3 Plat ..... 89

Exhibit U – District Engineer’s Report..... 90

Exhibit V-1 – Raburn Reserve Public Improvement District – Lot Type 1 Buyer Disclosure..... 101

Exhibit V-2 – Raburn Reserve Public Improvement District – Lot Type 141-629-002-010 Buyer Disclosure..... 107

Exhibit V-3 – Raburn Reserve Public Improvement District – Lot Type 2 Buyer Disclosure..... 113

Exhibit V-4 – Raburn Reserve Public Improvement District – Lot Type 3 Initial Parcel Buyer Disclosure..... 119

Exhibit V-5 – Raburn Reserve Public Improvement District – Lot Type 3 Buyer Disclosure..... 125

## INTRODUCTION

Capitalized terms used in this 2023 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2023 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2023 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2023 Amended and Restated Service and Assessment Plan 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 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) and 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 August 21, 2023, the City approved Ordinance No. 2023-xx approving this 2023 Amended and Restated Service and Assessment Plan for the District by adopting the 2023 Assessment Ordinance, which serves to amend and restate 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 Bonds and (3) and updating the Assessment Rolls.

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

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

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 110.12 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2023 Amended and Restated Service and Assessment Plan, which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #2 Series 2023 Bonds and the Improvement Area #3 Series 2023 Bonds, incorporating provisions relating to the City's Improvement Area #3 Reimbursement Obligation and (3) updating the Assessment Rolls.

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

the updated Improvement Area #2 Assessment Roll is contained in **Exhibit H**. The Improvement Area #3 Assessment Roll is contained in **Exhibit J**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

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

## SECTION I: DEFINITIONS

**“2020 Service and Assessment Plan”** means the original Service and Assessment Plan approved by City Council on September 21, 2020.

**“2021 Annual Service Plan Update”** means the Annual Service Plan Update to the 2020 Service and Assessment Plan approved by City Council on August 16, 2021.

**“2022 Annual Service Plan Update”** means the Annual Service Plan Update to the 2021 Service and Assessment Plan approved by City Council on August 1, 2022.

**“2022 Amended and Restated Service and Assessment Plan”** means the Amended and Restated Service and Assessment Plan which serves to amend and restate the 2020 Service and Assessment Plan, as updated by the 2021 Annual Service Plan Update and the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #2 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2022 Bonds and Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City’s Improvement Area #2 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“2023 Annual Service Plan Update”** means the Annual Service Plan Update to the 2022 Amended & Restated Service and Assessment Plan approved by City Council on July 17, 2023.

**“2023 Amended and Restated Service and Assessment Plan”** means this Amended and Restated Service and Assessment Plan which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Series 2023 Bonds and the Improvement Area #3 Series 2023 Bonds, incorporating provisions relating to the City’s Improvement Area #3 Reimbursement Obligation and (3) updating the Assessment Rolls.

**“Actual Costs”** mean, with respect to Authorized Improvements, the Developer’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2023 Amended and Restated Service and Assessment Plan, except for authorized reallocations, which include Cost Underruns (as defined in the Development Agreement) in any category of Authorized Improvements being reallocated to cover Cost Overruns (as defined in the Development Agreement) in any different category of Authorized Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Developer (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of

such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of cost of the Authorized Improvements; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; and (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

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

**“Additional Interest Rate”** means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Improvement Area #3 Assessments securing the Improvement Area #3 Reimbursement Obligation.

**“Administrator”** means the City or the person or firm designated by the City who shall have the responsibility provided in this 2023 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, the administration of the Improvement Area #2 Reimbursement Agreement, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

**“Annual Service Plan Update”** means an update to the 2023 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied and does not include Non-Benefited Property.

**“Assessment”** means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements, more specifically described in **Section V**.

**“Assessment Roll”** means the assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2023 Amended and Restated Service and Assessment Plan as **Exhibit F**, the Improvement Area #2 Assessment Roll is included as **Exhibit H** and the Improvement Area #3 Assessment Roll is included as **Exhibit J**.

**“Authorized Improvements”** means improvements authorized by Section 372.003 of the PID Act, including First Year Annual Collection Costs and Bond Issuance Costs, as described in **Section III**.

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

**“City”** means the City of Tomball, Texas.

**“City Council”** means the duly elected governing body of the City.

**“County”** means Harris County, Texas.

**“Delinquency and Prepayment Reserve Fund”** means the funds established pursuant to the Indenture where the Additional Interest will be deposited.

**“Delinquent Collection Costs”** mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments,



or any other delinquent amounts due under this 2023 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

“**Developer**” means HT Raburn Reserve Development, L.P. a Texas limited partnership, and any successor developer of property in the District or any portion thereof.

“**Development Agreement**” means that certain Raburn Reserve Development Agreement between the City and the Developer dated as of October 7, 2019, as amended by that certain First Amendment to Raburn Reserve Development Agreement effective June 15, 2020.

“**District**” means the Raburn Reserve Public Improvement District containing approximately 110.12 acres located within the City as shown on **Exhibit B** and more specifically described on **Exhibit A-1**.

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

“**Estimated Buildout Value**” means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that may impact value.

“**First Year Annual Collection Costs**” means the estimated Annual Collection Costs for the first year following the levy of Assessments.

“**Improvement Area**” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and Improvement Area #3 that are specifically defined and designated as a phase of the District.

“**Improvement Area #1**” means approximately 38.50 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #1 Plat attached as **Exhibit R**.

“**Improvement Area #1 Series 2020 Bonds**” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2020 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

“**Improvement Area #1 Series 2022 Bonds**” mean those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

“**Improvement Area #1 Annual Installment**” means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City

Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

**“Improvement Area #1 Assessment”** means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #1.

**“Improvement Area #1 Plat”** means the plat recorded in the Official Public Records of the County on August 12, 2020 and attached as **Exhibit R**.

**“Improvement Area #2”** means approximately 35.15 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #2 Plat attached as **Exhibit S**.

**“Improvement Area #2 Annual Installment”** means the annual installment payment on the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

**“Improvement Area #2 Assessed Property”** means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

**“Improvement Area #2 Assessment”** means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #2 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #2.

**“Improvement Area #2 Plat”** means the plat recorded in the Official Public Records of the County on February 18, 2022 and attached as **Exhibit S**.

**“Improvement Area #2 Series 2022 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #2 Series 2023 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2)”, that are secured by Improvement Area #2 Assessments.

**“Improvement Area #3”** means approximately 33.7724 acres located within the District, as shown on **Exhibit B** and more specifically detailed on the Improvement Area #3 Plat attached as **Exhibit T**.

**“Improvement Area #3 Additional Bonds”** means those PID Bonds that are anticipated to be issued to refund the Improvement Area #3 Reimbursement Obligation that are secured by Improvement Area #3 Assessments.

**“Improvement Area #3 Annual Installment”** means the annual installment payment on the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, as applicable. The Additional Interest Rate is not charged on Improvement Area #3 Assessments securing the Improvement Area #3 Reimbursement Obligation.

**“Improvement Area #3 Assessed Property”** means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

**“Improvement Area #3 Assessment”** means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #3 Improvements”** mean those Authorized Improvements that only benefit Improvement Area #3.

**“Improvement Area #3 Plat”** means the plat recorded in the Official Public Records of the County on and attached as **Exhibit T**.

**“Improvement Area #3 Reimbursement Agreement”** means that certain “Raburn Reserve Public Improvement District Improvement Area #3 Acquisition and Reimbursement Agreement” effective August 21, 2023 entered into by and between the City and Developer, whereby all or a portion of the Actual Costs as set forth herein will be paid to the Developer from Improvement Area #3 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #3 Assessments plus interest.

**“Improvement Area #3 Reimbursement Obligation”** means an amount not to exceed \$2,308,000 secured by Improvement Area #3 Assessments to be paid to Developer pursuant to the Improvement Area #3 Reimbursement Agreement.

**“Improvement Area #3 Series 2023 Bonds”** means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #3)”, that are secured by Improvement Area #3 Assessments.

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

**“Lot”** means a tract of land upon which the levy of Assessments is based in this 2023 Amended and Restated Service and Assessment Plan, that is (1) a “lot” in a subdivision plat recorded in the official records of the County, (2) a development/concept plan or (3) a preliminary plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. general retail, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 2”** means a residential Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 3”** means a residential Lot within Improvement Area #3 marketed to homebuilders as a 50’ Lot as shown on **Exhibit L**.

**“Lot Type 141-629-002-010”** means a residential Lot within Improvement Area #1 that was previously classified as a Lot Type 1 for which the Assessment levied against it has been partially prepaid.

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

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit. Assessed Property converted to Non-Benefited Property, if the Assessments are not reallocated pursuant to the provisions herein, remain subject to the Assessments and requires the Assessments to be prepaid as provided herein.

**“Owner”** means the person in whom is vested the ownership, dominion, or title of property.

**“Parcel(s)”** means a property, within the District, identified by either a tax map identification number assigned by the Harris County Appraisal District for real property tax purposes, by metes

and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

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

**“PID Bonds”** means bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof; and include Improvement Area #1 Series 2020 Bonds, Improvement Area #1 Series 2022 Bonds, Improvement Area #2 Series 2022 Bonds, Improvement Area #2 Series 2023 Bonds, and Improvement Area #3 Series 2023 Bonds.

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

**“Prepayment Costs”** means principal and interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment, and including any penalties.

**“Reimbursement Agreement”** means any reimbursement agreement, including the Improvement Area #3 Reimbursement Agreement, between the City and the Developer pursuant to which the City agrees to levy Assessments on an Improvement Area and all or a portion of such Assessments are paid to the Developer to reimburse the Actual Costs related to such Improvement Area.

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

**“Residential Lot”** means a Lot designed to include a residential home within a final subdivision plat and as determined by the Administrator and confirmed by the City Council.

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

**“Trustee”** means a trustee (or successor trustee) under the applicable Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 110.12 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B**. Development of the District is anticipated to include approximately 391 single-family homes, as shown on **Exhibit L**.

Improvement Area #1 includes approximately 38.50 acres as more particularly described in **Exhibit A-1** and depicted on **Exhibit B** and the Improvement Area #1 Plat on **Exhibit R**. Development of Improvement Area #1 contains 133 single-family homes.

Improvement Area #2 includes approximately 35.15 acres as more particularly described in **Exhibit A-2** and depicted on **Exhibit B** and the Improvement Area #2 Plat on **Exhibit S**. Development of Improvement Area #2 is anticipated to contain 118 single-family homes.

Improvement Area #3 includes approximately 33.7724 acres as more particularly described in **Exhibit A-3** and depicted on **Exhibit B** and the Improvement Area #3 Plat on **Exhibit T**. Development of Improvement Area #3 is anticipated to contain 140 single-family homes.

## SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

### A. Improvement Area #1 Improvements

#### ▪ *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, and retaining walls. Intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

#### ▪ *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping,

service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater services to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

## **B. Improvement Area #2 Improvements**

- *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*



Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

### **C. Improvement Area #3 Improvements**

- *Streets*

Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area. The wastewater improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Detention, Clearing and Grubbing*

Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm water. The storm water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The improvements include clearing and grubbing, trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds including spreading and compaction of excavated materials. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the Improvement Area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City, except for detention ponds.

- *Natural Gas*

Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These will include the necessary appurtenances to be fully operational to convey natural gas to the limits of the improvement area. The Natural Gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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

#### **D. First Year Annual Collection Costs**

Equals the estimated cost of first year District administration.

#### **E. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Deposit to Delinquency and Prepayment Reserve Fund*

Includes initial deposit to Delinquency and Prepayment Reserve Fund.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, paying agent fees, Trustee fees and any other cost or expense directly associated with the issuance of PID Bonds.

Upon completion of construction of the Authorized Improvements, any cost underruns within a line item of Authorized Improvements, may be available to pay cost overruns on any other Authorized Improvement line item with the approval of the City; such changes shall be set forth in an Annual Service Plan Update.

#### SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. The Service Plan for the District is summarized on **Exhibit D**.

The sources and uses of funds required to construct the Authorized Improvements and pay the District Formation Expenses and Bond Issuance Costs are summarized on **Exhibit E**. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

#### SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The

PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future Owners and developers of the Assessed Property.

#### **A. Assessment Methodology**

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that the Improvement Area #1 Improvements, Improvement Area #2 Improvements, and Improvement Area #3 Improvements shall be allocated between Improvement Area #1, Improvement Area #2, and Improvement Area #3 as follows:

- Improvement Area #1 Improvements shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Improvements shall be allocated 100% to the Improvement Area #2 Assessed Property.
- Improvement Area #3 Improvements shall be allocated 100% to the Improvement Area #3 Assessed Property.
- First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable Assessment levy.
- Bond Issuance Costs shall be allocated entirely to the Assessed Property securing the applicable PID Bond.

#### **B. Assessments**

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied entirely on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments will be levied entirely on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit J**.

The projected Improvement Area #3 Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

### **C. Findings of Special Benefit**

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

▪ *Improvement Area #1*

1. The costs of Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal \$5,843,420, as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 equal to or greater than the Actual Costs of the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1, which equal \$4,208,000, of which \$4,058,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ( $\geq$  \$5,843,420) received by the Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,208,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Developer owned 100% of the Improvement Area #1 Assessed Property. The Developer acknowledged that Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #1 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and

approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #1 based on the Improvement Area #1 Plat attached as **Exhibit R**.

▪ *Improvement Area #2*

1. The costs of Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal \$5,255,127, as shown on **Exhibit C**; and
2. The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 equal to or greater than the Actual Costs of the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2; and
3. The Improvement Area #2 Assessed Property will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2, which equal \$5,174,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit ( $\geq$  \$5,255,127) received by the Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 is equal to or greater than or equal to the amount of the Improvement Area #2 Assessments (\$5,174,000) levied on the Improvement Area #2 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for Improvement Area #2 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #2 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special

benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #2 based on the Improvement Area #2 Plat attached as **Exhibit S**.

▪ *Improvement Area #3*

1. The costs of Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 equal \$6,465,761, as shown on **Exhibit C**; and
2. The Improvement Area #3 Assessed Property receives special benefit from Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 equal to or greater than the Actual Costs of the Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3; and
3. The Improvement Area #3 Assessed Property will be allocated 100% of the Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property for Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3, which equal \$5,648,000, as shown on the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J**; and
4. The special benefit ( $\geq$  \$6,465,761) received by the Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 is equal to or greater than or equal to the amount of the Improvement Area #3 Assessments (\$5,648,000) levied on the Improvement Area #3 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #3 Assessments, the Developer owned 100% of the Improvement Area #3 Assessed Property. The Developer acknowledged that Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for Improvement Area #3 Improvements, First Year Annual Collection Costs and Bond Issuance Costs allocated to Improvement Area #3 associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and

Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

**Exhibit L** shows the estimated special benefit per Lot Type within Improvement Area #3 based on the Improvement Area #3 Plat attached as **Exhibit T**.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit G, Exhibit I, and Exhibit K** which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

#### **E. Additional Interest**

The interest rate on Assessments levied on the Assessed Property for purposes of paying debt service on the PID Bonds shall exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest will not be collected on the Improvement Area #3 Reimbursement Obligation. Additional Interest shall be collected as part of each Annual Installment collected for purposes of paying debt service on the PID Bonds *and* shall be deposited into the Delinquency and Prepayment Reserve Fund, pursuant to the Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 5.84% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.82% as of July 26, 2023. The rate set by this Service and Assessment Plan of 5.84% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. Once PID Bonds are issued, the interest rate on the Assessments will equal the interest rate on the bonds plus additional interest. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

#### **F. Future Bonds to Finance Improvement Area #3 Reimbursement Obligation**

The City may issue PID Bonds in the future to finance the remaining Improvement Area #3 Reimbursement Obligation. At the time of such financing, the interest currently charged and paid on the portion of the Improvement Area #3 Assessments allocated to Improvement Area #3 Reimbursement Obligation shall cease being paid to the Developer and the portion of the Improvement Area #3 Assessments currently allocated to the Improvement Area #3



Reimbursement Obligation shall then bear interest at the rate of the PID Bonds issued to finance the Improvement Area #3 Reimbursement Obligation plus the Additional Interest.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

#### 1. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

#### 2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the City Council.

### *3. Upon Consolidation*

If two or more Assessed Properties are consolidated, the Administrator shall allocate the Assessments against the Assessed Properties before the consolidation to the consolidated Assessed Property, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

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

#### **B. True-up of Assessments if Maximum Assessment Exceeded**

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

#### **C. Mandatory Prepayment of Assessments**

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

If the Owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner causing the change in status shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

#### **D. Reduction of Assessments**

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the costs estimated herein, each Assessment shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Any excess PID Bond proceeds remaining as a result of a cost savings for Authorized Improvements shall be applied to redeem the applicable series of outstanding PID Bonds pursuant to the applicable Indenture. Any such reduction in the costs of the Authorized Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement. The Assessments for each Improvement Area shall not, however, be reduced to an amount less than the related outstanding PID Bonds.

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

The Assessments shall not be reduced to an amount less than the amount due on the related outstanding series of PID Bonds and any related Reimbursement Obligation, as such Reimbursement Obligation may be reduced pursuant to this Section. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Assessed Properties from the Authorized Improvements completed.

If all the Authorized Improvements are not undertaken in any Improvement Area resulting in excess PID Bonds proceeds and excess Assessment revenues, then the City shall, at its discretion (i) in accordance with the applicable Indenture, reduce Assessments and Annual Installments for each applicable Assessed Property on a pro-rata basis to reflect only the amounts required to repay the PID Bonds, including interest on the PID Bonds, Additional Interest, Annual Collection Costs, and/or (ii) reduce the outstanding Reimbursement Obligation relating to the applicable Reimbursement Agreement and reduce the applicable Assessments and Annual Installments to reflect only the amount required to repay the resulting reduced Reimbursement Obligation, if any. The applicable excess PID Bond proceeds shall be applied to redeem PID Bonds as set forth in the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the amount due on the related outstanding PID Bonds.

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

#### **E. Prepayment of Assessments**

The Owner of the Assessed Property may pay, at any time, all or any portion of an Assessment in accordance with the PID Act, including all Prepayment Costs. If Prepayments will result in redemption of PID Bonds, the payment amount shall be reduced by the amount, if any, of reserve funds applied to the redemption pursuant to the terms of the applicable Indenture, net of any other costs applicable to the redemption of PID Bonds as set forth in the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

#### **F. Prepayment as a result of Eminent Domain Proceeding or Taking**

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefited Property. The Owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property.

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

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

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

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

### **G. Payment of Assessment in Annual Installments**

**Exhibit G** shows the projected Annual Installments for Improvement Area #1, **Exhibit I** shows the projected Annual Installments for Improvement Area #2, and **Exhibit K** shows the projected Annual Installments for Improvement Area #3. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

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

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

#### **H. Allocating Annual Installments if Assessed Property is Sold**

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

### **SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the

Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit J**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each Annual Service Plan Update.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Administrative Review**

To the extent consistent with the PID Act, an Owner of Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the Owner fails to give such notice, such Owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred. The City may elect to designate a third party who is not an officer or employee of the City to serve as administrator of the District.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property Owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property Owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the District for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such

determination. This procedure shall be exclusive and its exhaustion by any property Owner shall be a condition precedent to any other appeal or legal action by such Owner.

#### **B. Termination of Assessments**

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the Owner of the affected Assessed Property a recordable “Notice of the PID Assessment Termination,” attached hereto as **Exhibit Q**.

#### **C. Amendments**

Amendments to this 2023 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2023 Amended and Restated Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2023 Amended and Restated Service and Assessment Plan; and (4) for any other purpose authorized by the PID Act.

#### **D. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2023 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2023 Amended and Restated Service and Assessment Plan. Interpretations of this 2023 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by Owners or Developers adversely affected by the interpretation. Appeals shall be decided by the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the Owners and Developers and their successors and assigns.

#### **E. Form of Buyer Disclosure**

Per Section 5.014 of the Texas Property Code, as amended, this 2023 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit U-1, Exhibit U-2, Exhibit U-3, Exhibit U-4, and Exhibit U-5**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this



Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

## **F. Severability**

If any provision of this 2023 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	District Legal Description
<b>Exhibit A-2</b>	Improvement Area #1 Legal Description
<b>Exhibit A-3</b>	Improvement Area #2 Legal Description
<b>Exhibit A-4</b>	Improvement Area #3 Legal Description
<b>Exhibit B</b>	District Boundary Map
<b>Exhibit C</b>	Authorized Improvements
<b>Exhibit D</b>	Service Plan
<b>Exhibit E</b>	Sources and Uses
<b>Exhibit F</b>	Improvement Area #1 Assessment Roll
<b>Exhibit G</b>	Improvement Area #1 Annual Installments
<b>Exhibit H</b>	Improvement Area #2 Assessment Roll
<b>Exhibit I</b>	Improvement Area #2 Annual Installments
<b>Exhibit J</b>	Improvement Area #3 Assessment Roll
<b>Exhibit K</b>	Improvement Area #3 Annual Installments
<b>Exhibit L</b>	Maximum Assessment and Special Benefit per Lot Type
<b>Exhibit M</b>	Concept Plan
<b>Exhibit N</b>	Improvement Area #1 Improvements Maps
<b>Exhibit O</b>	Improvement Area #2 Improvements Maps
<b>Exhibit P</b>	Improvement Area #3 Improvement Maps
<b>Exhibit Q</b>	Notice of PID Assessment Termination
<b>Exhibit R</b>	Improvement Area #1 Plat
<b>Exhibit S</b>	Improvement Area #2 Plat
<b>Exhibit T</b>	Improvement Area #3 Plat
<b>Exhibit U</b>	District Engineer's Report
<b>Exhibit V-1</b>	Lot Type 1 Buyer Disclosure

**Exhibit V-2** Lot Type 141-629-002-010 Buyer Disclosure

**Exhibit V-3** Lot Type 2 Buyer Disclosure

**Exhibit V-4** Lot Type 3 Initial Parcel Buyer Disclosure

**Exhibit V-5** Lot Type 3 Buyer Disclosure

## EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 110.12 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 110.12 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF OUTLOT 347 OUT OF THE CORRECTED MAP OF TOMBALL OUTLOTS AS RECORDED UNDER VOLUME (VOL.) 4, PAGE (PG.) 75 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) CONVEYED TO MICHAEL A. OTT IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) Y659052, AND ALL OF A CALLED 105.0452 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER H.C.C.F. NO. RP-2019-536600, THE SAID 110.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a 1/2" iron rod found on the east Right-of-Way (R.O.W.) line of South Persimmon Street (30-foot-wide) as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northwest corner of said 105.0452 acre tract and the herein described tract, and the southwest corner of Lot 1, Block 1 of Persimmon Properties, map or plat thereof recorded under Film Code Number (F.C. No.) 679815, H.C.M.R.;

**THENCE**, North 87°35'04" East, along the common line of said 105.0452 acre tract and said Persimmon Properties, a distance of 1,156.29 feet to a capped 5/8 inch iron rod stamped "Hovis" found on the west R.O.W. line of an unimproved 30-foot-wide R.O.W. as recorded under Vol. 2, Pg. 65, H.C.M.R., marking the northeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, along the west R.O.W. line of said unimproved R.O.W., a distance of 1,672.68 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°47'53" East, along a northerly line of said 105.0452 acre tract, a distance of 508.88 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°08'45" East, a distance of 375.13 feet to a capped 5/8 inch iron rod stamped "LJA" found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°15'14" West, a distance of 506.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 832.20 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,162.57 feet to a Mag Nail found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of said 105.0452 acre tract and the herein described tract;

**THENCE**, North 02°26'40" West, along the east R.O.W. line of said South Persimmon Street, a distance of 3,772.74 feet to the **POINT OF BEGINNING** and containing 110.12 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**



Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: December 02, 2020

Job No: 181-056-00

File No: R:\2018\181-056-00\Docs\Description\Boundary\181-056-00\_110AC-MB.doc

## EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 38.50 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 38.50 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 1-56, RESTRICTED RESERVE "E", AND RESTRICTED RESERVE "J", BLOCK 1, LOTS 1-32, AND RESTRICTED RESERVE "F", BLOCK 2, LOTS 1-11, AND RESTRICTED RESERVE "C", BLOCK 3, LOTS 1-34, RESTRICTED RESERVE "A", RESTRICTED RESERVE "B", RESTRICTED RESERVE "D", AND RESTRICTED RESERVE "L", BLOCK 4, OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), THE SAID 38.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found in the east Right-of-Way (R.O.W.) line of South Persimmon Street (width varies) as recorded under Volume (Vol.) 2, Page (Pg.) 65 H.C.M.R., and F.C. No. 692320 H.C.M.R., marking the northwest corner of Reserve "J" of said Block 1;

**THENCE**, along the northerly boundary lines of said Blocks 1 and 4, the following ten (10) courses and distances:

- 1) North 87°33'20" East, a distance of 328.46 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner, and the beginning of a non-tangent curve to the right;
- 2) In a northerly direction, along said non-tangent curve to the right having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet and a chord bearing North 04°54'22" West, a distance of 12.26 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 3) North 83°07'24" East, a distance of 50.06 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner and the beginning of a non-tangent curve to the left;
- 4) In a southerly direction, along said non-tangent curve to the left having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet and a chord bearing South 08°06'10" East, a distance of 68.65 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 5) South 12°14'49" East, a distance of 98.61 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 6) North 77°45'11" East, a distance of 149.58 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 7) South 02°18'20" East, a distance of 349.16 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior;
- 8) North 87°44'47" East, a distance of 585.84 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 9) South 02°32'22" East, a distance of 162.27 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 10) North 87°47'53" East, a distance of 488.88 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the northeast corner of the herein described tract;

**THENCE**, along the easterly boundary lines of said Blocks 3 and 4, the following three (3) courses and distances:

- 1) South 02°08'45" East, a distance of 375.31 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 2) South 87°15'12" West, a distance of 486.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 02°32'22" East, a distance of 642.39 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of the herein described tract;

**THENCE**, along the southerly boundary lines of said Blocks 1, 2, and 3, the following thirteen (13) courses and distances:

- 1) South 87°27'38" West, a distance of 132.01 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

- 2) North 02°32'22" West, a distance of 8.74 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 3) South 87°27'38" West, a distance of 115.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 4) South 84°22'50" West, a distance of 46.42 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 5) South 77°31'46" West, a distance of 46.09 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 6) South 69°51'19" West, a distance of 493.36 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the most southerly corner of the herein described tract;
- 7) North 02°26'40" West, a distance of 340.28 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an angle point;
- 8) North 28°51'33" East, a distance of 111.29 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking an interior corner;
- 9) North 52°49'40" West, a distance of 146.35 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 10) In a southwesterly direction, along said non-tangent curve to the left having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing South 35°03'12" West, a distance of 41.53 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking a point for corner;
- 11) North 59°16'38" West, a distance of 50.00 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the beginning of a non-tangent curve to the left;
- 12) In a northeasterly direction, along said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing North 16°52'54" East, a distance of 11.96 feet,;
- 13) South 87°33'20" West, a distance of 208.91 feet to a capped 5/8-inch iron rod, stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of the herein described tract;

**THENCE**, North 02°26'40" West, along the westerly boundary line of said Block 1, a distance of 1,277.49 feet to the **POINT OF BEGINNING** and containing 38.50 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2022  
Job No: 181-056-00  
File No: R:\2018\181-056-00\Docs\Description\Boundary\38.50AC-MB.doc



## EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**METES AND BOUNDS DESCRIPTION  
BEING 35.15 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 35.15 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING OUT OF UNRESTRICTED RESERVE "H" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), THE SAID 35.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southeast corner of Lot 11, Block 3 of said Raburn Reserve Sec 1, and the northeast corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 189.81 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, North 87°15'10" East, a distance of 572.96 feet to a capped 5/8 inch iron rod (unable to read) found marking an exterior corner of said Unrestricted Reserve "H", and the herein described tract;

**THENCE**, South 02°32'04" East, a distance of 397.96 feet to a 5/8 inch iron rod found marking an exterior corner of the herein described tract;

**THENCE**, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of the herein described tract;

**THENCE**, South 02°32'22" East, a distance of 496.74 feet to a capped 5/8 inch iron rod stamped "Hovis" found marking the southeast corner of the herein described tract;

**THENCE**, South 87°51'27" West, a distance of 1,121.94 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the East R.O.W. line of said South Persimmon Street, marking the southwest corner of the herein described tract, being in the arc of a non-tangent curve to the left;

**THENCE**, along the easterly R.O.W. line of said South Persimmon Road, the following six (6) courses and distances;

- 1) In a northerly direction, along said non-tangent curve to the left having a radius of 2,040.00 feet, a central angle of 00°31'32", an arc length of 18.71 feet and a chord bearing North 02°19'12" West, a distance of 18.71 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 2) North 02°34'58" West, a distance of 851.89 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the left;
- 3) In a northerly direction along said curve to the left having a radius of 2,040.00 feet, a central angle of 02°41'21", an arc length of 95.75 feet and a chord bearing North 03°55'39" West, a distance of 95.74 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;
- 4) North 05°16'19" West, a distance of 152.73 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of curvature to the right;
- 5) In a northerly direction, along said curve to the right having a radius of 2,960.00 feet, a central angle of 02°49'39", an arc length of 146.07 feet and a chord bearing North 03°51'30" West, a distance of 146.06 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point of tangency;

6) North 02°26'40" West, a distance of 194.61 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of lot 56, block 1 of said Raburn Reserve Sec 1 and the northwest corner of the herein described tract;

**THENCE**, North 87°33'20" East, a distance of 208.91 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found on the westerly R.O.W. line of Sam Raburn Drive (50-foot-wide) as recorded under F.C. No. 692320, H.C.M.R, marking a point for corner, being in the arc of a non-tangent curve to the right;

**THENCE**, in a southwesterly direction, along said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 27°40'56", an arc length of 12.08 feet and a chord bearing South 16°52'54" West, a distance of 11.96 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner;

**THENCE**, South 59°16'38" East, a distance of 50.00 feet a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner, being in the arc of a non-tangent curve to the right;

**THENCE**, along said non-tangent curve to the right having a radius of 275.00 feet, a central angle of 08°39'39", an arc length of 41.57 feet and a chord bearing North 35°03'12" East, a distance of 41.53 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 52°49'40" East, a distance of 146.35 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a point for corner;

**THENCE**, South 28°51'33" West, a distance of 111.29 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, South 02°26'40" East, a distance of 340.28 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 69°51'19" East, a distance of 493.36 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 77°31'46" East, a distance of 46.09 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 84°22'50" East, a distance of 46.42 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

**THENCE**, North 87°27'38" East, a distance of 115.00 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking a point for corner;

**THENCE**, South 02°32'22" East, a distance of 8.74 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner;

**THENCE**, North 87°27'38" East, a distance of 132.01 feet to the **POINT OF BEGINNING** and containing 35.15 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300**

  
Kevin M. Reidy, R.P.L.S.  
Texas Registration No. 6450  
10011 Meadowglen Lane  
Houston, Texas 77042  
713-784-4500



Date: February 03, 2021  
Job No: 181-056-02  
File No: R:\2018\181-056-02\Docs\Description\Boundary\Raburn\_Sec-2\_MB.doc

**EXHIBIT A-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION**

**METES AND BOUNDS DESCRIPTION  
BEING 33.7724 ACRES  
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629  
CITY OF TOMBALL  
HARRIS COUNTY, TEXAS**

A 33.7724 ACRE TRACT OF LAND IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING ALL OF UNRESTRICTED RESERVE "G" OF RABURN RESERVE SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NUMBER (F.C. NO.) 692320 OF THE HARRIS COUNTY MAP RECORD (H.C.M.R.), AND ALL OF A CALLED 5.072 ACRE TRACT OF LAND, CONVEYED TO HT RABURN RESERVE DEVELOPMENT LP, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) RP-2020-608023, THE SAID 33.7724 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

**BEGINNING** at a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the northwest corner of said Reserve "G";

**THENCE**, North 87°35'04" East, along the north line of said Reserve "G", a distance of 1,131.29 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the northeast corner of said reserve "G" and the herein described tract;

**THENCE**, South 02°32'22" East, along the east line of said reserve "G" and the east line of said 5.072 acre tract, a distance of 1,510.41 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the southeast corner of said 5.072 acre tract and the herein described tract;

**THENCE**, South 87°44'47" West, along the south line of said 5.072 acre tract, a distance of 585.84 feet to a capped 5/8-inch iron rod stamped "Hovis" found marking the southwest corner of said 5.072 acre tract;

**THENCE**, North 02°18'20" West, along the west line of said 5.072 acre tract, a distance of 349.16 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and an interior corner of the herein described tract;

**THENCE**, along the south line of said Reserve "G", the following six (6) bearings and distances;

- 1) South 77°45'11" West a distance of 149.58 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and the herein described tract;
- 2) North 12°14'49" West a distance of 98.61 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the beginning of a curve to the right;
- 3) In a northerly direction, along the arc of said curve to the right having a radius of 475.00 feet, a central angle of 08°17'17", an arc length of 68.71 feet, and a chord bearing of North 08°06'10" West, for a distance of 68.65 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Reserve "G" and the herein described tract;
- 4) South 83°07'24" West a distance of 50.06 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking an interior corner of said Reserve "G" and the herein described tract, and the beginning of a non-tangent curve to the left;
- 5) In a southerly direction, along the arc of said non-tangent curve to the left having a radius of 525.00 feet, a central angle of 01°20'19", an arc length of 12.26 feet, and a chord bearing of South 04°54'22" East, for a distance of 12.26 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of said Reserve "G" and the herein described tract;
- 6) South 87°33'20" West a distance of 328.46 feet to a capped 5/8-inch iron rod stamped "E.H.R.A. 713-784-4500" found marking the southwest corner of said Reserve "G" and the herein described tract;

**THENCE**, North 02°26'40" West, along the west line of said Reserve "G", a distance of 1,035.97 feet to the **POINT OF BEGINNING** and containing 33.7724 acres of land.

**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPEpLS No. 10092300**



Kevin M. Reidy, R.P.L. — Texas  
Registration No. 6450 10011  
Meadowglen Lane  
Houston, Texas 77042  
713-784-4500

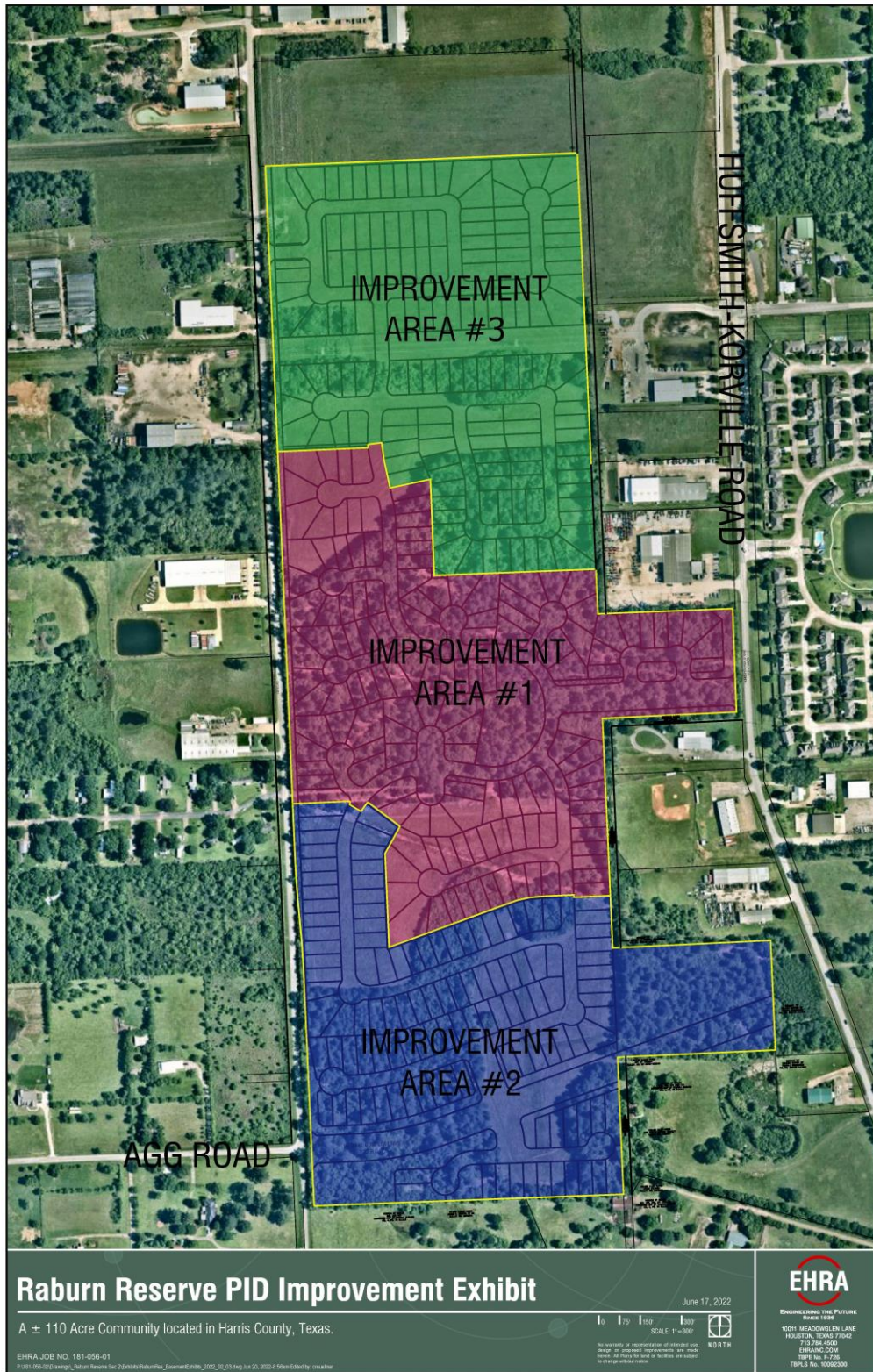


Date: November 03, 2022

Job No: 181-056-03

File No: R:\2018\181-056-03\Docs\Description\Boundary\Raburn\_Sec-3\_MB.doc

**EXHIBIT B – DISTRICT BOUNDARY MAP**



## EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]		Improvement Area #1		Improvement Area #2		Improvement Area #3	
			%	Cost	%	Cost	%	Cost
<b>Improvement Area #1 Improvements</b>								
Streets	\$	1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -	0.00%	\$ -
Water		212,679	100.00%	212,679	0.00%	-	0.00%	-
Wastewater		499,294	100.00%	499,294	0.00%	-	0.00%	-
Detention, Clearing and Grubbing [c]		1,362,175	100.00%	1,362,175	0.00%	-	0.00%	-
Natural Gas		150,840	100.00%	150,840	0.00%	-	0.00%	-
Soft Costs [d]		910,656	100.00%	910,656	0.00%	-	0.00%	-
	\$	5,017,795		\$ 5,017,795		\$ -		\$ -
<b>Improvement Area #2 Improvements</b>								
Streets[b]	\$	1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714	0.00%	\$ -
Water		435,468	0.00%	-	100.00%	435,468	0.00%	-
Wastewater		374,869	0.00%	-	100.00%	374,869	0.00%	-
Detention, Clearing and Grubbing [c]		364,958	0.00%	-	100.00%	364,958	0.00%	-
Natural Gas		235,000	0.00%	-	100.00%	235,000	0.00%	-
Soft Costs [d]		769,942	0.00%	-	100.00%	769,942	0.00%	-
	\$	4,141,950		\$ -		\$ 4,141,950		\$ -
<b>Improvement Area #3 Improvements</b>								
Excavation and Paving	\$	2,048,306	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,048,306
Water Distribution		422,687	0.00%	-	0.00%	-	100.00%	422,687
Wastewater Collection		565,724	0.00%	-	0.00%	-	100.00%	565,724
Storm Water Collection		743,651	0.00%	-	0.00%	-	100.00%	743,651
Clearing, Grubbing and Site Preparation [c]		205,150	0.00%	-	0.00%	-	100.00%	205,150
Natural Gas		250,000	0.00%	-	0.00%	-	100.00%	250,000
Soft Costs [d]		1,366,145	0.00%	-	0.00%	-	100.00%	1,366,145
	\$	5,601,663		\$ -		\$ -		\$ 5,601,663
<b>Other Costs</b>								
Deposit to Administrative Fund	\$	121,600		\$ 60,000		\$ 31,600		\$ 30,000
	\$	121,600		\$ 60,000		\$ 31,600		\$ 30,000
<b>Bond Issuance Costs [e]</b>								
Debt Service Reserve Fund	\$	878,886		\$ 225,530		\$ 397,543		\$ 255,813
Capitalized Interest		449,040		87,237		132,758		229,045
Deposit to Delinquency and Prepayment Reserve		63,460		20,890		25,870		16,700
Underwriter's Discount		424,782		150,640		173,942		100,200
Cost of Issuance		865,131		281,328		351,463		232,340
	\$	2,681,299		\$ 765,625		\$ 1,081,577		\$ 834,098
<b>Total</b>	<b>\$</b>	<b>17,564,308</b>		<b>\$ 5,843,420</b>		<b>\$ 5,255,127</b>		<b>\$ 6,465,761</b>

**Footnotes:**

[a] Costs were determined by the Engineering's Report attached hereto as Exhibit U.

[b] Includes excavation, paving, clearing, grubbing, and site preparation.

[c] Includes on and off-site costs as well as storm water pollution prevention plan.

[d] Includes engineering fees, geotech and construction materials testing fees and construction staking fees.

[e] Improvement Area #1 costs includes Series 2020 and 2022; Improvement Area #2 includes Series 2022 and 2023; Improvement Area #3 includes Series 2023.

## EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 73,922.50	\$ 72,923.55	\$ 77,918.31	\$ 82,913.07	\$ 86,908.88
Interest		\$ 191,858.43	\$ 188,910.66	\$ 186,016.22	\$ 182,952.48	\$ 179,626.24
	(1)	\$ 265,780.93	\$ 261,834.21	\$ 263,934.53	\$ 265,865.55	\$ 266,535.12
Annual Collection Costs	(2)	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87	\$ 57,007.87
Additional Interest	(3)	\$ 12,000.00	\$ 11,750.00	\$ 11,500.00	\$ 11,225.00	\$ 10,950.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 334,788.80</b>	<b>\$ 330,592.08</b>	<b>\$ 332,442.40</b>	<b>\$ 334,098.42</b>	<b>\$ 334,492.99</b>

Improvement Area #2						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 68,000.00	\$ 70,000.00	\$ 74,000.00	\$ 79,000.00	\$ 83,000.00
Interest		\$ 305,881.11	\$ 304,237.50	\$ 300,292.50	\$ 296,122.50	\$ 291,670.00
	(1)	\$ 373,881.11	\$ 374,237.50	\$ 374,292.50	\$ 375,122.50	\$ 374,670.00
Annual Collection Costs	(2)	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19	\$ 41,505.19
Additional Interest	(3)	\$ 25,870.00	\$ 37,680.00	\$ 37,330.00	\$ 36,960.00	\$ 36,565.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 441,256.30</b>	<b>\$ 453,422.69</b>	<b>\$ 453,127.69</b>	<b>\$ 453,587.69</b>	<b>\$ 452,740.19</b>

Improvement Area #3						
Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ -	\$ 79,000.00	\$ 84,000.00	\$ 89,000.00	\$ 93,000.00
Interest		\$ 229,045.14	\$ 343,537.20	\$ 338,730.90	\$ 333,620.30	\$ 328,205.40
	(1)	\$ 229,045.14	\$ 422,537.20	\$ 422,730.90	\$ 422,620.30	\$ 421,205.40
Annual Collection Costs	(2)	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
Additional Interest	(3)	\$ 27,090.00	\$ 27,090.00	\$ 27,090.00	\$ 26,855.00	\$ 26,605.00
<b>Total Annual Installment</b>	<b>(4)=(1)+(2)+(3)</b>	<b>\$ 286,135.14</b>	<b>\$ 480,227.20</b>	<b>\$ 481,032.90</b>	<b>\$ 481,311.54</b>	<b>\$ 480,283.36</b>



## EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
<b>Sources of Funds</b>				
Improvement Area #1 Bonds <sup>[a],[e]</sup>	\$ 4,178,000	\$ -	\$ -	\$ 4,178,000
Owner Contribution <sup>[b]</sup>	1,665,420	81,127	817,761	2,564,308
Improvement Area #2 Bonds <sup>[f]</sup>	-	5,174,000	-	5,174,000
Improvement Area #3 Bonds	-	-	3,340,000	3,340,000
Improvement Area #3 Reimbursement Obligation			2,308,000	2,308,000
<b>Total Sources</b>	<b>\$ 5,843,420</b>	<b>\$ 5,255,127</b>	<b>\$ 6,465,761</b>	<b>\$ 17,564,308</b>
<b>Uses of Funds</b>				
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ -	\$ 5,017,795
Improvement Area #2 Improvements	-	4,141,950	-	4,141,950
Improvement Area #3 Improvements <sup>[c]</sup>	-	-	5,601,663	5,601,663
	<b>\$ 5,017,795</b>	<b>\$ 4,141,950</b>	<b>\$ 5,601,663</b>	<b>\$ 14,761,409</b>
<i>Bond Issuance Costs <sup>[d]</sup></i>				
Debt Service Reserve Fund	\$ 225,530	\$ 397,543	\$ 255,813	\$ 878,886
Capitalized Interest	87,237	132,758	229,045	449,040
Deposit to Delinquency and Prepayment Reserve	20,890	25,870	16,700	63,460
Underwriter's Discount	150,640	173,942	100,200	424,782
Cost of Issuance	281,328	351,463	232,340	865,131
	<b>\$ 765,625</b>	<b>\$ 1,081,577</b>	<b>\$ 834,098</b>	<b>\$ 2,681,299</b>
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 60,000	\$ 31,600	\$ 30,000	\$ 121,600
	<b>\$ 60,000</b>	<b>\$ 31,600</b>	<b>\$ 30,000</b>	<b>\$ 121,600</b>
<b>Total Uses</b>	<b>\$ 5,843,420</b>	<b>\$ 5,255,127</b>	<b>\$ 6,465,761</b>	<b>\$ 17,564,308</b>

**Footnotes:**

[a] Net of \$30,000 payment made to Developer under IA#2 Reimbursement Obligation in October 2022.

[b] The Owner Contribution is non-reimbursable to the Owner/Developer through PID Bonds or Assessments.

[c] Updated cost provided by Developer as of 4/4/2023.

[d] Bond Issuance Costs for Improvement Area #1 include Series 2020 and 2022 Bonds. Bond Issuance Costs for Improvement Area #2 include Series 2022 and 2023 Bonds. Bond Issuance Costs for Improvement Area #3 includes Series 2023 only.

[e] The bond par for Series 2020 is \$2,490,000 and Series 2022 is \$1,688,000.

[f] The bond par for Series 2022 is \$2,430,000 and Series 2023 is \$2,744,000.

## EXHIBIT F – IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-001-0001	Block 1, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0002	Block 1, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0003	Block 1, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0004	Block 1, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0005	Block 1, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0006	Block 1, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0007	Block 1, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0008	Block 1, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0009	Block 1, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0010	Block 1, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0011	Block 1, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0012	Block 1, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0013	Block 1, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0014	Block 1, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0015	Block 1, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0016	Block 1, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0017	Block 1, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0018	Block 1, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0019	Block 1, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0020	Block 1, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0021	Block 1, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0022	Block 1, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0023	Block 1, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0024	Block 1, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0025	Block 1, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0026	Block 1, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0027	Block 1, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0028	Block 1, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0029	Block 1, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0030	Block 1, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0031	Block 1, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0032	Block 1, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0033	Block 1, Lot 33	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0034	Block 1, Lot 34	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0035	Block 1, Lot 35	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0036	Block 1, Lot 36	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0037	Block 1, Lot 37	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0038	Block 1, Lot 38	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0039	Block 1, Lot 39	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0040	Block 1, Lot 40	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

			Improvement Area #1 <sup>[a]</sup>					
Property ID	Lot and Block	Lot Type	Outstanding			Additional	Annual	Annual
			Assessment <sup>[b]</sup>	Principal	Interest	Interest	Collection	Installment
							Costs <sup>[c]</sup>	Due 1/31/24 <sup>[d]</sup>
141-629-001-0041	Block 1, Lot 41	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0042	Block 1, Lot 42	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0043	Block 1, Lot 43	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0044	Block 1, Lot 44	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0045	Block 1, Lot 45	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0046	Block 1, Lot 46	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0047	Block 1, Lot 47	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0048	Block 1, Lot 48	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0049	Block 1, Lot 49	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0050	Block 1, Lot 50	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0051	Block 1, Lot 51	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0052	Block 1, Lot 52	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0053	Block 1, Lot 53	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0054	Block 1, Lot 54	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0055	Block 1, Lot 55	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0056	Block 1, Lot 56	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-001-0057	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-001-0058	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-002-0001	Block 2, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0002	Block 2, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0003	Block 2, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0004	Block 2, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0005	Block 2, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0006	Block 2, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0007	Block 2, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0008	Block 2, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0009	Block 2, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0010	Block 2, Lot 10	1 - Partial Prepayment - 1416290020010 <sup>[e]</sup>	\$ 26,261.27	\$ 478.89	\$ 1,442.54	\$ 90.23	\$ 369.31	\$ 2,380.97
141-629-002-0011	Block 2, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0012	Block 2, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0013	Block 2, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0014	Block 2, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0015	Block 2, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0016	Block 2, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0017	Block 2, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0018	Block 2, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0019	Block 2, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0020	Block 2, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0021	Block 2, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0022	Block 2, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
141-629-002-0023	Block 2, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0024	Block 2, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0025	Block 2, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0026	Block 2, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0027	Block 2, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0028	Block 2, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0029	Block 2, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0030	Block 2, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0031	Block 2, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0032	Block 2, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0002	Block 3, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0003	Block 3, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0004	Block 3, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0005	Block 3, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0006	Block 3, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0007	Block 3, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0008	Block 3, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0009	Block 3, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0010	Block 3, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0011	Block 3, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0002	Block 4, Lot 2	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0003	Block 4, Lot 3	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0004	Block 4, Lot 4	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0005	Block 4, Lot 5	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0006	Block 4, Lot 6	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0007	Block 4, Lot 7	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0008	Block 4, Lot 8	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0009	Block 4, Lot 9	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0010	Block 4, Lot 10	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0011	Block 4, Lot 11	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0012	Block 4, Lot 12	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0013	Block 4, Lot 13	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0014	Block 4, Lot 14	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0015	Block 4, Lot 15	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0016	Block 4, Lot 16	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24
141-629-004-0017	Block 4, Lot 17	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

Property ID	Lot and Block	Lot Type	Improvement Area #1 <sup>[a]</sup>					Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d]</sup>
			Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[c]</sup>		
141-629-004-0018	Block 4, Lot 18	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0019	Block 4, Lot 19	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0020	Block 4, Lot 20	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0021	Block 4, Lot 21	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0022	Block 4, Lot 22	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0023	Block 4, Lot 23	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0024	Block 4, Lot 24	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0025	Block 4, Lot 25	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0026	Block 4, Lot 26	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0027	Block 4, Lot 27	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0028	Block 4, Lot 28	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0029	Block 4, Lot 29	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0030	Block 4, Lot 30	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0031	Block 4, Lot 31	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0032	Block 4, Lot 32	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0033	Block 4, Lot 33	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0034	Block 4, Lot 34	1	\$ 30,511.28	\$ 556.39	\$ 1,442.54	\$ 90.23	\$ 429.08	\$ 2,518.24	
141-629-004-0035	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0036	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0037	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-004-0038	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-005-0001	Block 5, Reserve G, 28.7007 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-006-0001	Block 6, Reserve H, 24.7532 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-007-0001	Block 7, Reserve I, 6.3087 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0001	Block 8, Reserve K, .3195 Acres	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0002	ROW-STREET WIDENING	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>			<b>\$ 4,053,750.23</b>	<b>\$73,922.50</b>	<b>\$191,858.43</b>	<b>\$12,000.00</b>	<b>\$57,007.87</b>	<b>\$ 334,788.65</b>	

**Footnotes:**

- [a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.
- [e] Property ID has partially prepaid Assessment.

## EXHIBIT G – 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 <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 49,947.63	\$ 93,593.43	\$ 23,974.86	\$ 98,265.00	\$ 12,000.00	\$ 57,007.87	\$ 334,788.80
2025	\$ 49,947.63	\$ 91,905.66	\$ 22,975.91	\$ 97,005.00	\$ 11,750.00	\$ 57,007.87	\$ 330,592.08
2026	\$ 54,942.40	\$ 90,218.72	\$ 22,975.91	\$ 95,797.50	\$ 11,500.00	\$ 57,007.87	\$ 332,442.40
2027	\$ 54,942.40	\$ 88,362.48	\$ 27,970.68	\$ 94,590.00	\$ 11,225.00	\$ 57,007.87	\$ 334,098.42
2028	\$ 54,942.40	\$ 86,506.24	\$ 31,966.49	\$ 93,120.00	\$ 10,950.00	\$ 57,007.87	\$ 334,492.99
2029	\$ 59,937.16	\$ 84,650.00	\$ 31,966.49	\$ 91,440.00	\$ 10,675.00	\$ 57,007.87	\$ 335,676.52
2030	\$ 59,937.16	\$ 82,625.00	\$ 36,961.25	\$ 89,760.00	\$ 10,375.00	\$ 57,007.87	\$ 336,666.28
2031	\$ 64,931.92	\$ 80,600.00	\$ 31,966.49	\$ 87,540.00	\$ 10,075.00	\$ 57,007.87	\$ 332,121.28
2032	\$ 64,931.92	\$ 78,000.00	\$ 41,956.01	\$ 85,620.00	\$ 9,750.00	\$ 57,007.87	\$ 337,265.81
2033	\$ 69,926.69	\$ 75,400.00	\$ 41,956.01	\$ 83,100.00	\$ 9,425.00	\$ 57,007.87	\$ 336,815.57
2034	\$ 74,921.45	\$ 72,600.00	\$ 41,956.01	\$ 80,580.00	\$ 9,075.00	\$ 57,007.87	\$ 336,140.33
2035	\$ 74,921.45	\$ 69,600.00	\$ 46,950.78	\$ 78,060.00	\$ 8,700.00	\$ 57,007.87	\$ 335,240.10
2036	\$ 79,916.21	\$ 66,600.00	\$ 46,950.78	\$ 75,240.00	\$ 8,325.00	\$ 57,007.87	\$ 334,039.86
2037	\$ 84,910.98	\$ 63,400.00	\$ 52,944.49	\$ 72,420.00	\$ 7,925.00	\$ 57,007.87	\$ 338,608.34
2038	\$ 84,910.98	\$ 60,000.00	\$ 57,939.26	\$ 69,240.00	\$ 7,500.00	\$ 57,007.87	\$ 336,598.10
2039	\$ 89,905.74	\$ 56,600.00	\$ 62,934.02	\$ 65,760.00	\$ 7,075.00	\$ 57,007.87	\$ 339,282.63
2040	\$ 94,900.50	\$ 53,000.00	\$ 63,932.97	\$ 61,980.00	\$ 6,625.00	\$ 57,007.87	\$ 337,446.35
2041	\$ 99,895.27	\$ 49,200.00	\$ 68,927.74	\$ 58,140.00	\$ 6,150.00	\$ 57,007.87	\$ 339,320.87
2042	\$ 104,890.03	\$ 45,200.00	\$ 74,921.45	\$ 54,000.00	\$ 5,650.00	\$ 57,007.87	\$ 341,669.35
2043	\$ 109,884.80	\$ 41,000.00	\$ 80,915.17	\$ 49,500.00	\$ 5,125.00	\$ 57,007.87	\$ 343,432.83
2044	\$ 114,879.56	\$ 36,600.00	\$ 81,914.12	\$ 44,640.00	\$ 4,575.00	\$ 57,007.87	\$ 339,616.55
2045	\$ 119,874.32	\$ 32,000.00	\$ 92,902.60	\$ 39,720.00	\$ 4,000.00	\$ 57,007.87	\$ 345,504.79
2046	\$ 124,869.09	\$ 27,200.00	\$ 98,896.32	\$ 34,140.00	\$ 3,400.00	\$ 57,007.87	\$ 345,513.27
2047	\$ 129,863.85	\$ 22,200.00	\$ 105,888.98	\$ 28,200.00	\$ 2,775.00	\$ 57,007.87	\$ 345,935.70
2048	\$ 134,858.61	\$ 17,000.00	\$ 112,881.65	\$ 21,840.00	\$ 2,125.00	\$ 57,007.87	\$ 345,713.14
2049	\$ 139,853.38	\$ 11,600.00	\$ 123,870.13	\$ 15,060.00	\$ 1,450.00	\$ 57,007.87	\$ 348,841.38
2050	\$ 149,842.90	\$ 6,000.00	\$ 126,866.99	\$ 7,620.00	\$ 750.00	\$ 57,007.87	\$ 348,087.76
<b>Total</b>	<b>\$ 2,397,486.44</b>	<b>\$ 1,581,661.53</b>	<b>\$ 1,656,263.55</b>	<b>\$ 1,772,377.50</b>	<b>\$ 198,950.00</b>	<b>\$ 1,539,212.49</b>	<b>\$ 9,145,951.51</b>

**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 H – IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
145-555-001-0001	Block 1, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0002	Block 1, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0003	Block 1, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0004	Block 1, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0005	Block 1, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0006	Block 1, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0007	Block 1, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0008	Block 1, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0009	Block 1, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0010	Block 1, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0011	Block 1, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0012	Block 1, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0013	Block 1, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0014	Block 1, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0015	Block 1, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0016	Block 1, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0017	Block 1, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0018	Block 1, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0019	Block 1, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0020	Block 1, Lot 20	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0021	Block 1, Lot 21	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0022	Block 1, Lot 22	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-001-0023	Block 1, Lot 23	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0001	Block 2, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0002	Block 2, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0003	Block 2, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0004	Block 2, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0005	Block 2, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0006	Block 2, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0007	Block 2, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0008	Block 2, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0009	Block 2, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0010	Block 2, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0011	Block 2, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0012	Block 2, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0013	Block 2, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0014	Block 2, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0015	Block 2, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0016	Block 2, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-002-0017	Block 2, Lot A	Non-Benefited <sup>[a]</sup>						
145-555-002-0018	RES F Block 2 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
145-555-003-0001	Block 3, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0002	Block 3, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0003	Block 3, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0004	Block 3, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0005	Block 3, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0006	Block 3, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0007	Block 3, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0008	Block 3, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0009	Block 3, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0010	Block 3, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0011	Block 3, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0012	Block 3, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0013	Block 3, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0014	Block 3, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0015	Block 3, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0016	Block 3, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0017	Block 3, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0018	Block 3, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0019	Block 3, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0020	Block 3, Lot 20	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0021	Block 3, Lot 21	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0022	Block 3, Lot 22	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0023	Block 3, Lot 23	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0024	Block 3, Lot 24	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0025	Block 3, Lot 25	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0026	Block 3, Lot 26	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0027	Block 3, Lot 27	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0028	Block 3, Lot 28	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0029	Block 3, Lot 29	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0030	Block 3, Lot 30	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0031	Block 3, Lot 31	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0032	Block 3, Lot 32	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0033	Block 3, Lot 33	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0034	Block 3, Lot 34	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0035	Block 3, Lot 35	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0036	Block 3, Lot 36	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0037	Block 3, Lot 37	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0038	Block 3, Lot 38	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0039	Block 3, Lot 39	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0040	Block 3, Lot 40	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.



Property ID	Lot and Block	Lot Type	Improvement Area #2 <sup>[b]</sup>					
			Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
145-555-003-0041	Block 3, Lot 41	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0042	Block 3, Lot 42	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0043	Block 3, Lot 43	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0044	Block 3, Lot 44	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0045	Block 3, Lot 45	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0046	Block 3, Lot 46	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0047	Block 3, Lot 47	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0048	Block 3, Lot 48	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0049	Block 3, Lot 49	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0050	Block 3, Lot 50	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0051	Block 3, Lot 51	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0052	Block 3, Lot 52	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0053	Block 3, Lot 53	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0054	Block 3, Lot 54	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0055	Block 3, Lot 55	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0056	Block 3, Lot 56	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0057	Block 3, Lot 57	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0058	Block 3, Lot 58	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0059	Block 3, Lot 59	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0060	Block 3, Lot 60	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-003-0061	RES E Block 3 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-004-0001	Block 4, Lot 1	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0002	Block 4, Lot 2	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0003	Block 4, Lot 3	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0004	Block 4, Lot 4	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0005	Block 4, Lot 5	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0006	Block 4, Lot 6	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0007	Block 4, Lot 7	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0008	Block 4, Lot 8	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0009	Block 4, Lot 9	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0010	Block 4, Lot 10	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0011	Block 4, Lot 11	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0012	Block 4, Lot 12	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0013	Block 4, Lot 13	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0014	Block 4, Lot 14	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0015	Block 4, Lot 15	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0016	Block 4, Lot 16	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0017	Block 4, Lot 17	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0018	Block 4, Lot 18	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46
145-555-004-0019	Block 4, Lot 19	2	\$ 43,847.46	\$ 576.27	\$ 2,592.21	\$ 219.24	\$ 351.74	\$ 3,739.46

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

			Improvement Area #2 <sup>[b]</sup>					
Property ID	Lot and Block	Lot Type	Outstanding Assessment <sup>[c]</sup>	Principal	Interest	Additional Interest	Annual Collection Costs <sup>[d]</sup>	Annual Installment Due 1/31/24 <sup>[e]</sup>
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>			<b>\$5,174,000.28</b>	<b>\$68,000.00</b>	<b>\$ 305,881.11</b>	<b>\$ 25,870.00</b>	<b>\$ 41,505.19</b>	<b>\$ 441,256.28</b>

**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 1/31/2024 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, 2023 to September 14, 2024, and is due by January 31, 2024.

## EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #2 Series 2022 Bonds		Improvement Area #2 Series 2023 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 30,000.00	\$ 150,292.50	\$ 38,000.00	\$ 155,588.61	\$ 25,870.000	\$ 41,505.19	\$ 441,256.30
2025	\$ 32,000.00	\$ 148,642.50	\$ 38,000.00	\$ 155,595.00	\$ 37,680.000	\$ 41,505.19	\$ 453,422.69
2026	\$ 34,000.00	\$ 146,882.50	\$ 40,000.00	\$ 153,410.00	\$ 37,330.000	\$ 41,505.19	\$ 453,127.69
2027	\$ 36,000.00	\$ 145,012.50	\$ 43,000.00	\$ 151,110.00	\$ 36,960.000	\$ 41,505.19	\$ 453,587.69
2028	\$ 38,000.00	\$ 143,032.50	\$ 45,000.00	\$ 148,637.50	\$ 36,565.000	\$ 41,505.19	\$ 452,740.19
2029	\$ 41,000.00	\$ 140,942.50	\$ 48,000.00	\$ 146,050.00	\$ 36,150.000	\$ 41,505.19	\$ 453,647.69
2030	\$ 43,000.00	\$ 138,687.50	\$ 51,000.00	\$ 143,290.00	\$ 35,705.000	\$ 41,505.19	\$ 453,187.69
2031	\$ 46,000.00	\$ 136,000.00	\$ 55,000.00	\$ 140,357.50	\$ 35,235.000	\$ 41,505.19	\$ 454,097.69
2032	\$ 49,000.00	\$ 133,125.00	\$ 58,000.00	\$ 137,195.00	\$ 34,730.000	\$ 41,505.19	\$ 453,555.19
2033	\$ 52,000.00	\$ 130,062.50	\$ 62,000.00	\$ 133,860.00	\$ 34,195.000	\$ 41,505.19	\$ 453,622.69
2034	\$ 56,000.00	\$ 126,812.50	\$ 65,000.00	\$ 130,295.00	\$ 33,625.000	\$ 41,505.19	\$ 453,237.69
2035	\$ 60,000.00	\$ 123,312.50	\$ 70,000.00	\$ 126,557.50	\$ 58,890.000	\$ 41,505.19	\$ 480,265.19
2036	\$ 64,000.00	\$ 119,562.50	\$ 74,000.00	\$ 122,532.50	\$ 58,240.000	\$ 41,505.19	\$ 479,840.19
2037	\$ 68,000.00	\$ 115,562.50	\$ 79,000.00	\$ 118,277.50	\$ 57,550.000	\$ 41,505.19	\$ 479,895.19
2038	\$ 72,000.00	\$ 111,312.50	\$ 83,000.00	\$ 113,735.00	\$ 56,815.000	\$ 41,505.19	\$ 478,367.69
2039	\$ 77,000.00	\$ 106,812.50	\$ 89,000.00	\$ 108,962.50	\$ 56,040.000	\$ 41,505.19	\$ 479,320.19
2040	\$ 83,000.00	\$ 102,000.00	\$ 94,000.00	\$ 103,845.00	\$ 55,210.000	\$ 41,505.19	\$ 479,560.19
2041	\$ 88,000.00	\$ 96,812.50	\$ 100,000.00	\$ 98,440.00	\$ 54,325.000	\$ 41,505.19	\$ 479,082.69
2042	\$ 94,000.00	\$ 91,312.50	\$ 106,000.00	\$ 92,690.00	\$ 53,385.000	\$ 41,505.19	\$ 478,892.69
2043	\$ 100,000.00	\$ 85,437.50	\$ 113,000.00	\$ 86,595.00	\$ 52,385.000	\$ 41,505.19	\$ 478,922.69
2044	\$ 107,000.00	\$ 79,187.50	\$ 120,000.00	\$ 80,097.50	\$ 51,320.000	\$ 41,505.19	\$ 479,110.19
2045	\$ 114,000.00	\$ 72,500.00	\$ 128,000.00	\$ 73,197.50	\$ 50,185.000	\$ 41,505.19	\$ 479,387.69
2046	\$ 122,000.00	\$ 65,375.00	\$ 135,000.00	\$ 65,837.50	\$ 48,975.000	\$ 41,505.19	\$ 478,692.69
2047	\$ 130,000.00	\$ 57,750.00	\$ 144,000.00	\$ 58,075.00	\$ 47,690.000	\$ 41,505.19	\$ 479,020.19
2048	\$ 139,000.00	\$ 49,625.00	\$ 153,000.00	\$ 49,795.00	\$ 46,320.000	\$ 41,505.19	\$ 479,245.19
2049	\$ 148,000.00	\$ 40,937.50	\$ 163,000.00	\$ 40,997.50	\$ 44,860.000	\$ 41,505.19	\$ 479,300.19
2050	\$ 159,000.00	\$ 31,687.50	\$ 173,000.00	\$ 31,625.00	\$ 43,305.000	\$ 41,505.19	\$ 480,122.69
2051	\$ 169,000.00	\$ 21,750.00	\$ 183,000.00	\$ 21,677.50	\$ 41,645.000	\$ 41,505.19	\$ 478,577.69
2052	\$ 179,000.00	\$ 11,187.50	\$ 194,000.00	\$ 11,155.00	\$ 39,885.000	\$ 41,505.19	\$ 476,732.69
<b>Total</b>	<b>\$ 2,430,000.00</b>	<b>\$ 3,054,375.88</b>	<b>\$ 2,744,000.00</b>	<b>\$ 2,999,481.11</b>	<b>\$ 1,301,070.00</b>	<b>\$ 1,203,650.51</b>	<b>\$ 13,599,819.12</b>

**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 J – IMPROVEMENT AREA #3 TOTAL ASSESSMENT ROLL

Property ID	Legal Description	Improvement Area #3 <sup>[a]</sup>						
		Outstanding Assessment <sup>[b]</sup>	Principal	Interest	Additional Interest <sup>[f]</sup>	Annual Collection Costs <sup>[c]</sup>	Annual Installment Due 1/31/24 <sup>[d],[e]</sup>	
141-629-005-0001	Improvement Area #3 Initial Parcel	\$ 4,799,781.46	\$ -	\$ 194,647.06	\$ 23,021.61	\$ 25,494.59	\$ 243,163.27	
035-292-000-0347	Improvement Area #3 Initial Parcel	\$ 848,218.54	\$ -	\$ 34,398.08	\$ 4,068.39	\$ 4,505.41	\$ 42,971.87	
<b>Total</b>		<b>\$ 5,648,000.00</b>	<b>\$ -</b>	<b>\$ 229,045.14</b>	<b>\$ 27,090.00</b>	<b>\$ 30,000.00</b>	<b>\$ 286,135.14</b>	

**Footnotes:**

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

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

[d] The Annual Installment covers the period September 15, 2023 to September 14, 2024, and is due by January 31, 2024.

[e] For billing purposes only, until a plat has been recorded with the Improvement Area #3 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #3 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

[f] Additional Interest will not be collected on the Reimbursement Obligation.

## EXHIBIT K – IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs [c]	Total Annual Installment [d]
	Principal	Interest [a]	Principal	Interest [b]			
2024	\$ -	\$ 229,045.14	\$ -	\$ -	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14
2025	\$ 47,000.00	\$ 208,750.00	\$ 32,000.00	\$ 134,787.20	\$ 27,090.00	\$ 30,600.00	\$ 480,227.20
2026	\$ 50,000.00	\$ 205,812.50	\$ 34,000.00	\$ 132,918.40	\$ 27,090.00	\$ 31,212.00	\$ 481,032.90
2027	\$ 53,000.00	\$ 202,687.50	\$ 36,000.00	\$ 130,932.80	\$ 26,855.00	\$ 31,836.24	\$ 481,311.54
2028	\$ 55,000.00	\$ 199,375.00	\$ 38,000.00	\$ 128,830.40	\$ 26,605.00	\$ 32,472.96	\$ 480,283.36
2029	\$ 58,000.00	\$ 195,937.50	\$ 40,000.00	\$ 126,611.20	\$ 26,340.00	\$ 33,122.42	\$ 480,011.12
2030	\$ 62,000.00	\$ 192,312.50	\$ 43,000.00	\$ 124,275.20	\$ 26,065.00	\$ 33,784.87	\$ 481,437.57
2031	\$ 65,000.00	\$ 188,437.50	\$ 45,000.00	\$ 121,764.00	\$ 25,775.00	\$ 34,460.57	\$ 480,437.07
2032	\$ 69,000.00	\$ 184,375.00	\$ 48,000.00	\$ 119,136.00	\$ 25,465.00	\$ 35,149.78	\$ 481,125.78
2033	\$ 73,000.00	\$ 180,062.50	\$ 51,000.00	\$ 116,332.80	\$ 25,140.00	\$ 35,852.78	\$ 481,388.08
2034	\$ 77,000.00	\$ 175,500.00	\$ 54,000.00	\$ 113,354.40	\$ 24,795.00	\$ 36,569.83	\$ 481,219.23
2035	\$ 81,000.00	\$ 170,687.50	\$ 57,000.00	\$ 110,200.80	\$ 24,430.00	\$ 37,301.23	\$ 480,619.53
2036	\$ 86,000.00	\$ 165,625.00	\$ 60,000.00	\$ 106,872.00	\$ 24,045.00	\$ 38,047.25	\$ 480,589.25
2037	\$ 91,000.00	\$ 160,250.00	\$ 64,000.00	\$ 103,368.00	\$ 23,640.00	\$ 38,808.20	\$ 481,066.20
2038	\$ 96,000.00	\$ 154,562.50	\$ 67,000.00	\$ 99,630.40	\$ 23,210.00	\$ 39,584.36	\$ 479,987.26
2039	\$ 102,000.00	\$ 148,562.50	\$ 71,000.00	\$ 95,717.60	\$ 22,755.00	\$ 40,376.05	\$ 480,411.15
2040	\$ 108,000.00	\$ 142,187.50	\$ 75,000.00	\$ 91,571.20	\$ 22,275.00	\$ 41,183.57	\$ 480,217.27
2041	\$ 114,000.00	\$ 135,437.50	\$ 80,000.00	\$ 87,191.20	\$ 21,765.00	\$ 42,007.24	\$ 480,400.94
2042	\$ 121,000.00	\$ 128,312.50	\$ 85,000.00	\$ 82,519.20	\$ 21,225.00	\$ 42,847.39	\$ 480,904.09
2043	\$ 128,000.00	\$ 120,750.00	\$ 89,000.00	\$ 77,555.20	\$ 20,655.00	\$ 43,704.34	\$ 479,664.54
2044	\$ 136,000.00	\$ 112,750.00	\$ 95,000.00	\$ 72,357.60	\$ 20,050.00	\$ 44,578.42	\$ 480,736.02
2045	\$ 144,000.00	\$ 104,250.00	\$ 100,000.00	\$ 66,809.60	\$ 19,410.00	\$ 45,469.99	\$ 479,939.59
2046	\$ 153,000.00	\$ 95,250.00	\$ 106,000.00	\$ 60,969.60	\$ 18,730.00	\$ 46,379.39	\$ 480,328.99
2047	\$ 163,000.00	\$ 85,687.50	\$ 112,000.00	\$ 54,779.20	\$ 18,010.00	\$ 47,306.98	\$ 480,783.68
2048	\$ 173,000.00	\$ 75,500.00	\$ 119,000.00	\$ 48,238.40	\$ 17,245.00	\$ 48,253.12	\$ 481,236.52
2049	\$ 183,000.00	\$ 64,687.50	\$ 126,000.00	\$ 41,288.80	\$ 16,430.00	\$ 49,218.18	\$ 480,624.48
2050	\$ 195,000.00	\$ 53,250.00	\$ 133,000.00	\$ 33,930.40	\$ 15,565.00	\$ 50,202.54	\$ 480,947.94
2051	\$ 207,000.00	\$ 41,062.50	\$ 141,000.00	\$ 26,163.20	\$ 14,650.00	\$ 51,206.59	\$ 481,082.29
2052	\$ 220,000.00	\$ 28,125.00	\$ 149,000.00	\$ 17,928.80	\$ 13,675.00	\$ 52,230.73	\$ 480,959.53
2053	\$ 230,000.00	\$ 14,375.00	\$ 158,000.00	\$ 9,227.20	\$ 12,640.00	\$ 53,275.34	\$ 477,517.54
<b>Total</b>	<b>\$ 3,340,000.00</b>	<b>\$ 4,163,607.64</b>	<b>\$ 2,308,000.00</b>	<b>\$ 2,535,260.80</b>	<b>\$ 658,715.00</b>	<b>\$ 1,217,042.38</b>	<b>\$ 14,222,625.82</b>

**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 Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.82% as of July 26, 2023.

[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 L – MAXIMUM ASSESSMENT AND SPECIAL BENEFIT PER LOT TYPE

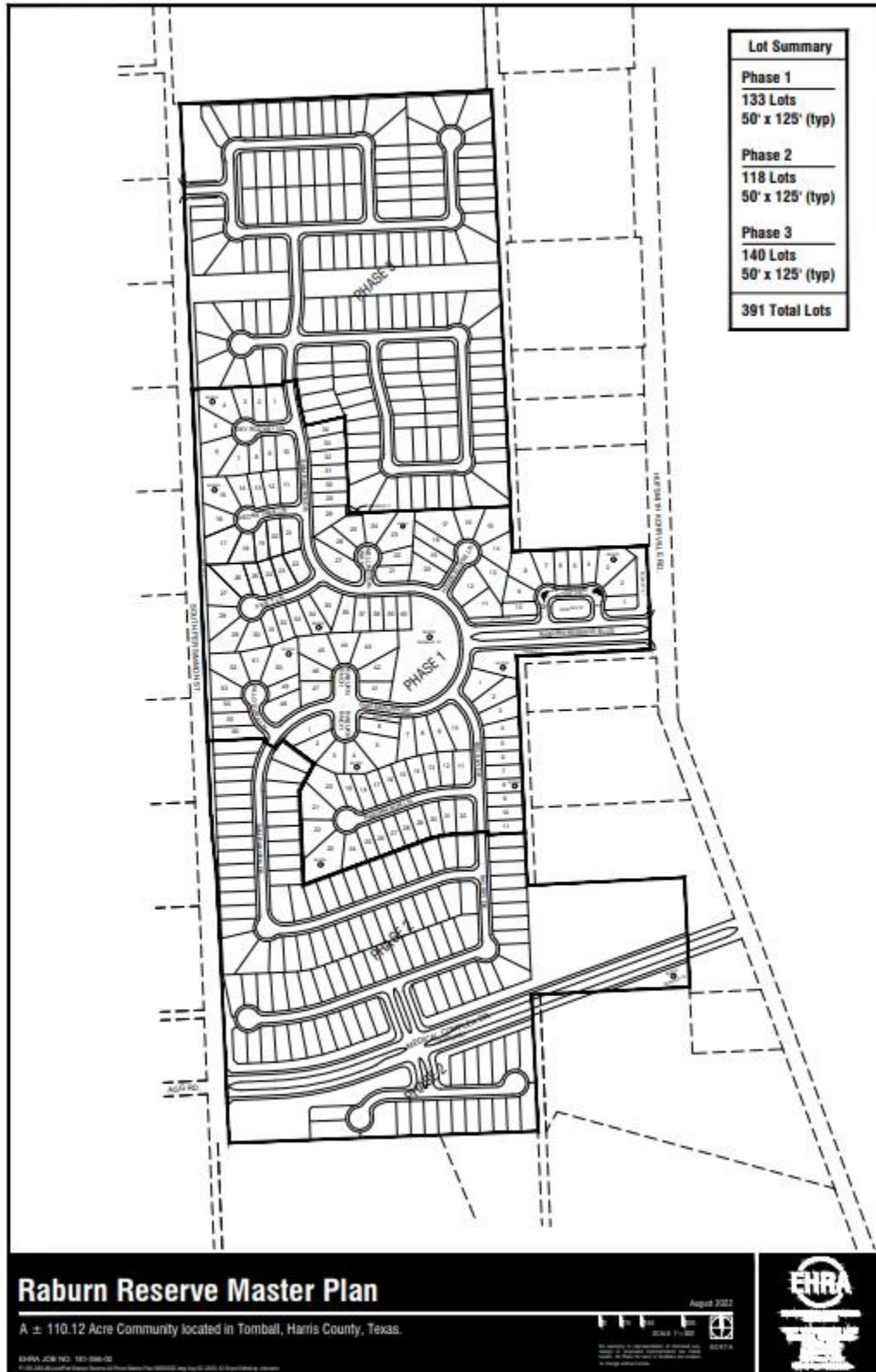
Lot Type	Units	Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment <sup>[b]</sup>		Average Annual Installment		Gross PID TRE	Total Tax Stack
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total		
<i>Improvement Area #1</i>															
One	133	\$442,000	\$ 58,786,000	\$ 30,479	\$ 4,053,750	\$ -	\$ -	\$ -	\$ -	\$ 30,479	\$ 4,053,750	\$ 2,547	\$ 338,739	\$ 0.576224	\$ 2.948
<b>Subtotal</b>	<b>133</b>		<b>\$ 58,786,000</b>		<b>\$ 4,053,750</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 4,053,750</b>		<b>\$ 338,739</b>		
<i>Improvement Area #2</i>															
Two	118	\$442,000	\$ 52,156,000	\$ -	\$ -	\$ 43,847	\$ 5,174,000	\$ -	\$ -	\$ 43,847	\$ 5,174,000	\$ 3,974	\$ 468,959	\$ 0.899147	\$ 3.1532
<b>Subtotal</b>	<b>118</b>		<b>\$ 52,156,000</b>		<b>\$ -</b>		<b>\$ 5,174,000</b>		<b>\$ -</b>		<b>\$ 5,174,000</b>		<b>\$ 468,959</b>		
<i>Improvement Area #3</i>															
Three	140	\$450,000	\$ 63,000,000	\$ -	\$ -	\$ -	\$ -	\$ 40,343	\$ 5,648,000	\$ 40,343	\$ 5,648,000	\$ 3,433	\$ 480,569	\$ 0.762807	\$ 3.0169
<b>Subtotal</b>	<b>140</b>		<b>\$ 63,000,000</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 5,648,000</b>		<b>\$ 5,648,000</b>		<b>\$ 480,569</b>		
<b>Total/Weighted Average</b>	<b>391</b>		<b>\$173,942,000</b>		<b>\$ 4,053,750</b>		<b>\$ 5,174,000</b>		<b>\$ 5,648,000</b>		<b>\$ 14,875,750</b>				

**Footnotes:**

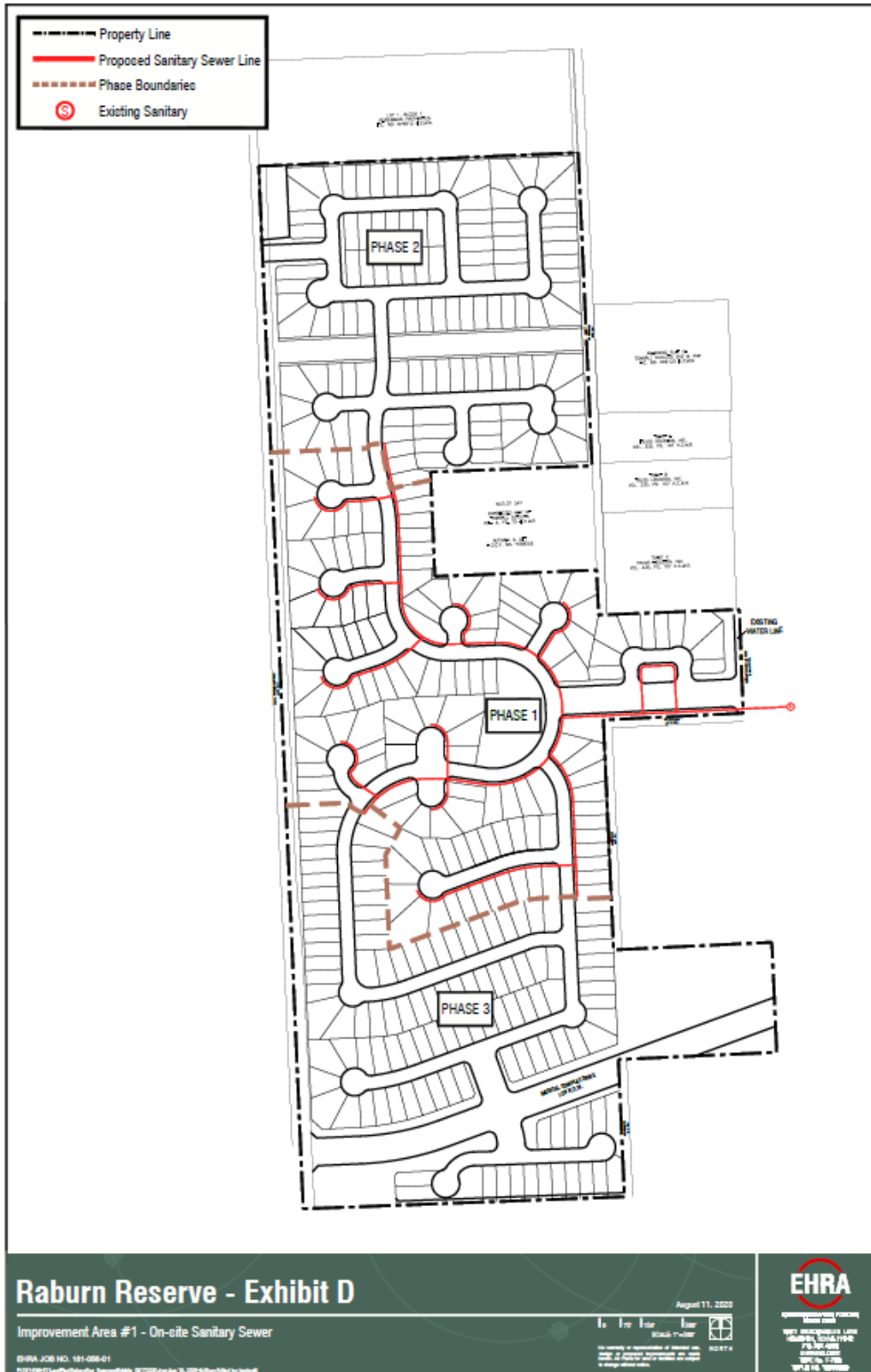
[a] Based on Retail Value per the Appraisal dated May 8, 2023.

[b] The Total Maximum Assessment for Lot Type 1 has been reduced from the amount shown in the 2020 Service and Assessment Plan by the amount of principal paid to date.

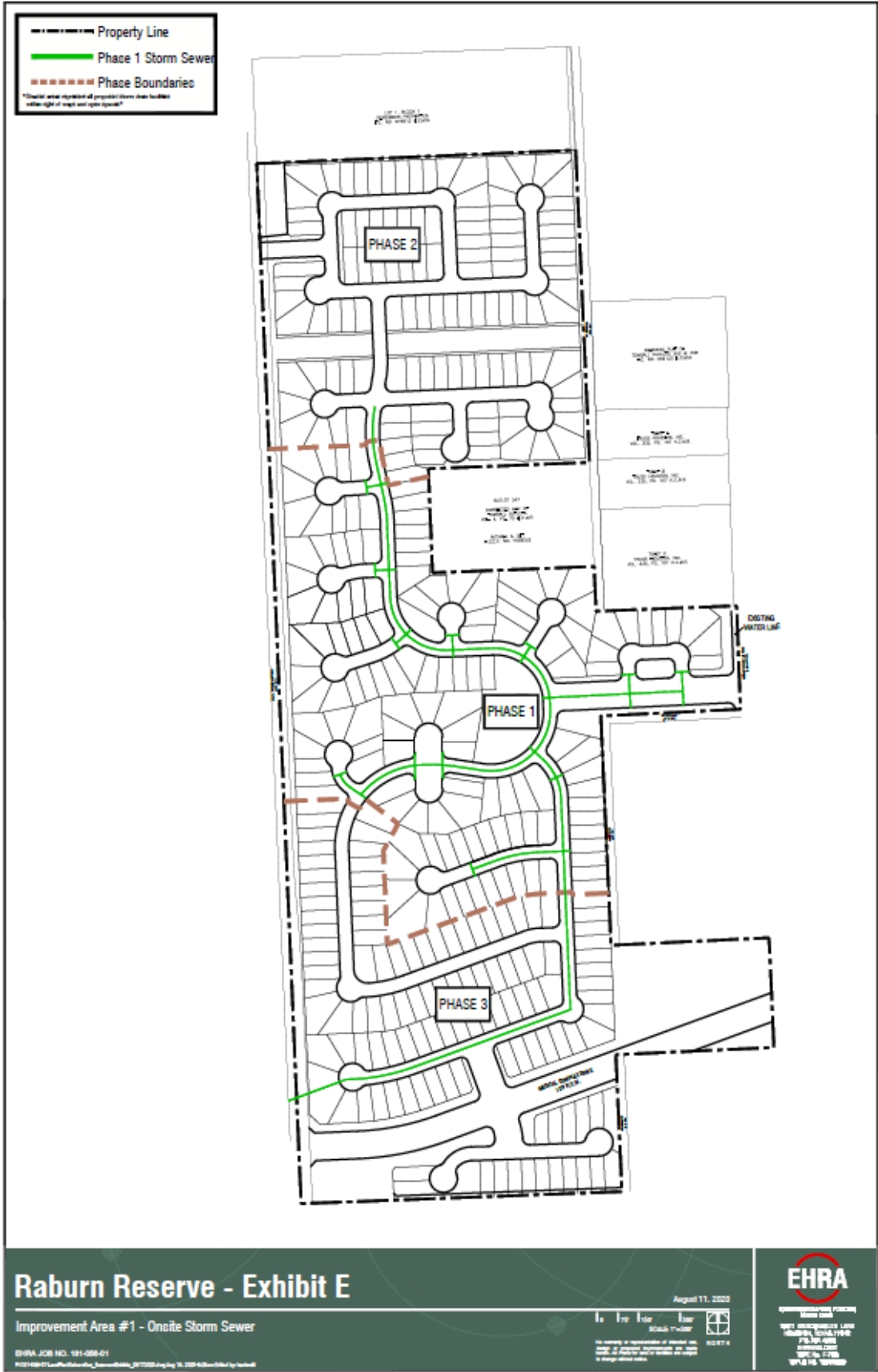
# EXHIBIT M – CONCEPT PLAN



# EXHIBIT N – IMPROVEMENT AREA #1 IMPROVEMENTS MAPS

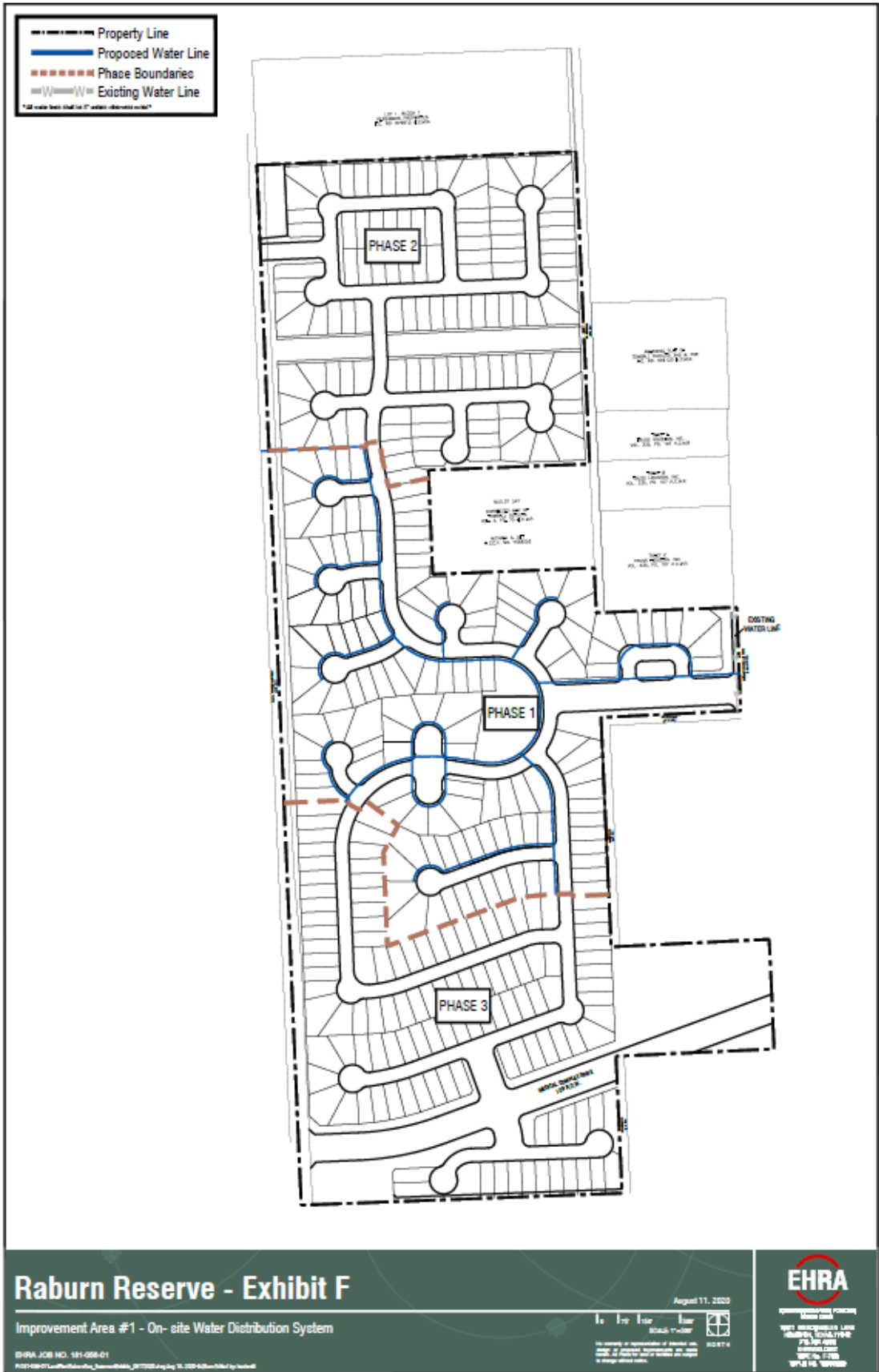




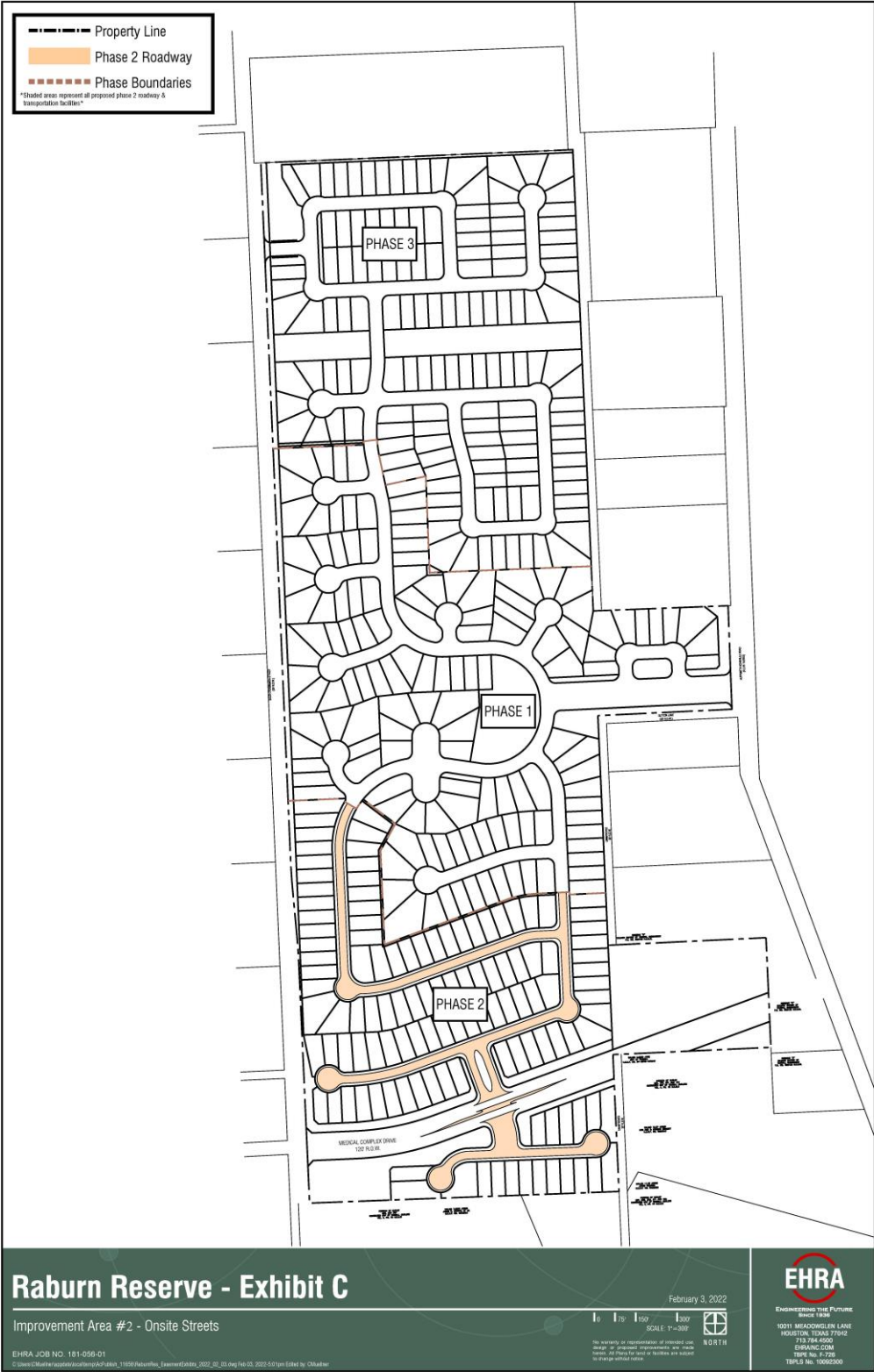


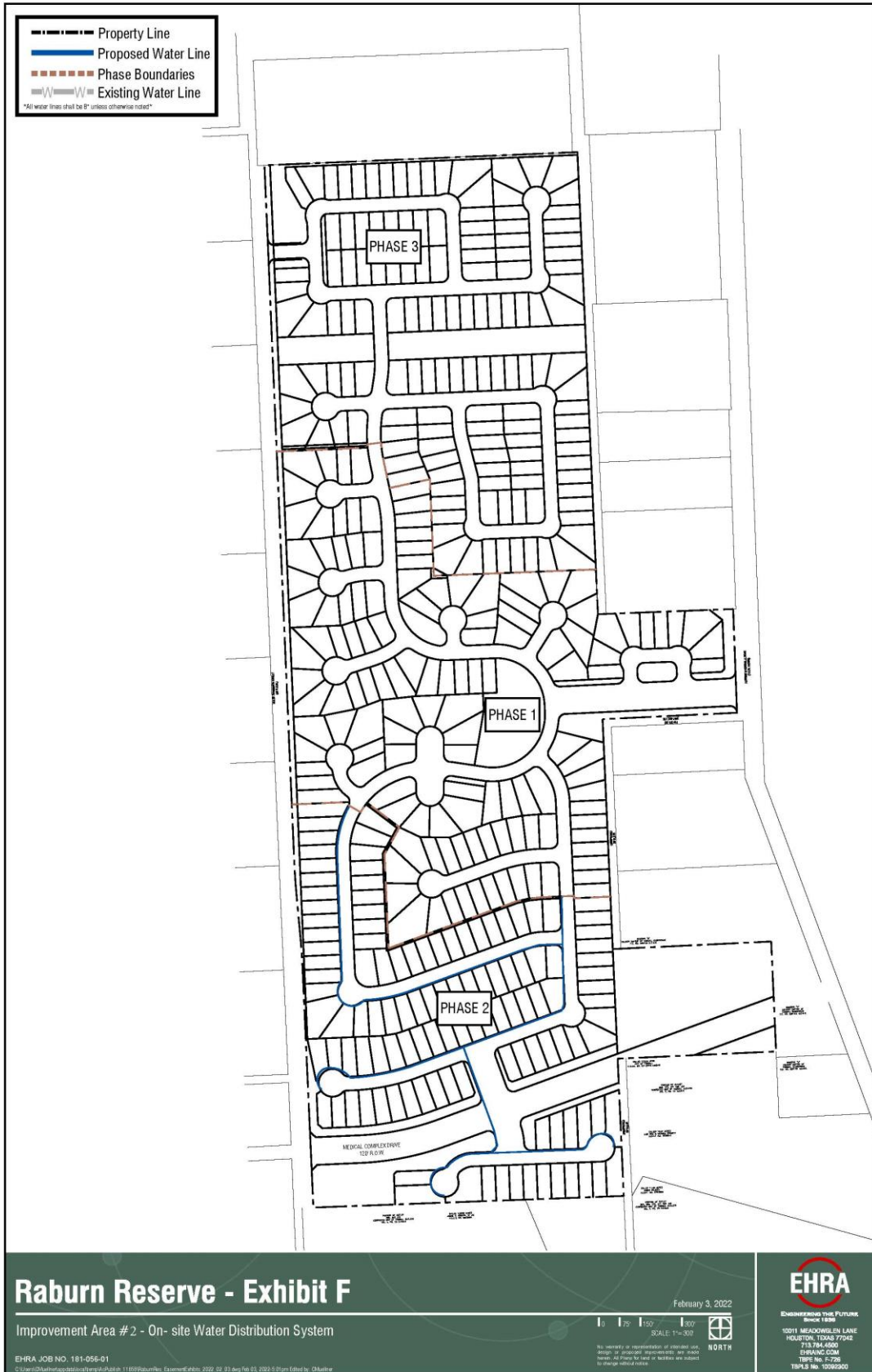






# EXHIBIT O – IMPROVEMENT AREA #2 IMPROVEMENTS MAPS







# Raburn Reserve - Exhibit D

Improvement Area #2 - On-site Sanitary Sewer

EHRA JOB NO. 181-056-01  
 C:\Users\jbarber\appdata\local\temp\11619\barber\_Coastal\ehra\_2022\_02\_03.dwg 1/6 01 2022 01 (dwg) (dwg) by: jbarber

February 3, 2022



**EHRA**  
 ENGINEERING THE FUTURE  
 10311 MICHIGAN LANE  
 HOUSTON, TEXAS 77042  
 713.704.0000  
 SHAWN@EHRA.COM  
 TRAFFIC No. 1-728  
 TRAFFIC No. 1000540







# Raburn Reserve - Exhibit G

Improvement Area #2 - On-site Erosion Control

EHRA JOB NO. 181-056-01

C:\Users\jbarber\appdata\local\temp\1181056\Drawn\_Courtesy\181-056-01\_2022-02-03.dwg (Feb 03, 2022 8:07pm) (Drawn by: JBarber)

February 3, 2022

0 150 300  
SCALE: 1"=300'



No warranty or representation of project cost, design or material improvements are made herein. All Plans for land or facilities are subject to ground actual conditions.



**ENGINEERING THE FUTURE**  
10011 MICHOWILLEN LANE  
HOUSTON, TEXAS 77042  
713.704.0000  
SERVING TEXAS  
TRF# No. E-728  
TRF P.L. No. 1000540





# Raburn Reserve - Exhibit F

Improvement Area #3 - On-site Water Distribution System

EHRA JOB NO. 191-056-03

PH311 000-00000001 - Raburn Reserve - 2023 Amended and Restated Service and Assessment Plan - 04\_26\_2023 10:48:00 AM

April 26, 2023

0 75 150 300  
SCALE: 1"=300'



No warranty or representation of proposed use, design, or construction is made by the engineer. All drawings are subject to change without notice.



EMPOWERING THE FUTURE  
 SINCE 1986  
 10311 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHQ@EHRA.COM  
 TRF# 191-056-03  
 TRF# 191-056-03



# Raburn Reserve - Exhibit D

Improvement Area #3 - On-site Sanitary Sewer

EHRA JOB NO. 191-056-03  
 PHASE 3 - Raburn Reserve Sanitary Sewer System Improvement 2023, 04/26/2023 10:48 AM Edited by: r4d/rae

April 26, 2023



EMPOWERING THE FUTURE  
 SINCE 1986  
 10711 MIDCOWHILL LANE  
 HOUSTON, TEXAS 77042  
 713.744.4500  
 EHRA@EHRA.COM  
 TRF# No. E-728  
 TRF# No. 10222900







**EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION**



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

[Date]  
Harris County Civil Courthouse  
Honorable [County Clerk Name]  
201 Caroline, Suite 310  
Houston, Texas 77002

**Re: City of Tomball Lien Release documents for filing**

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

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

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

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

Sincerely,  
[Signature]

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





**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of \$ \_\_\_\_ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. \_\_\_\_\_ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

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

**RELEASE**

**NOW THEREFORE**, the City, the owner and holder of the Lien, as established by Ordinance No. 2020-26, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF TOMBALL, TEXAS,**

By: \_\_\_\_\_  
[Name], [Title]

**ATTEST:**

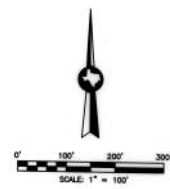
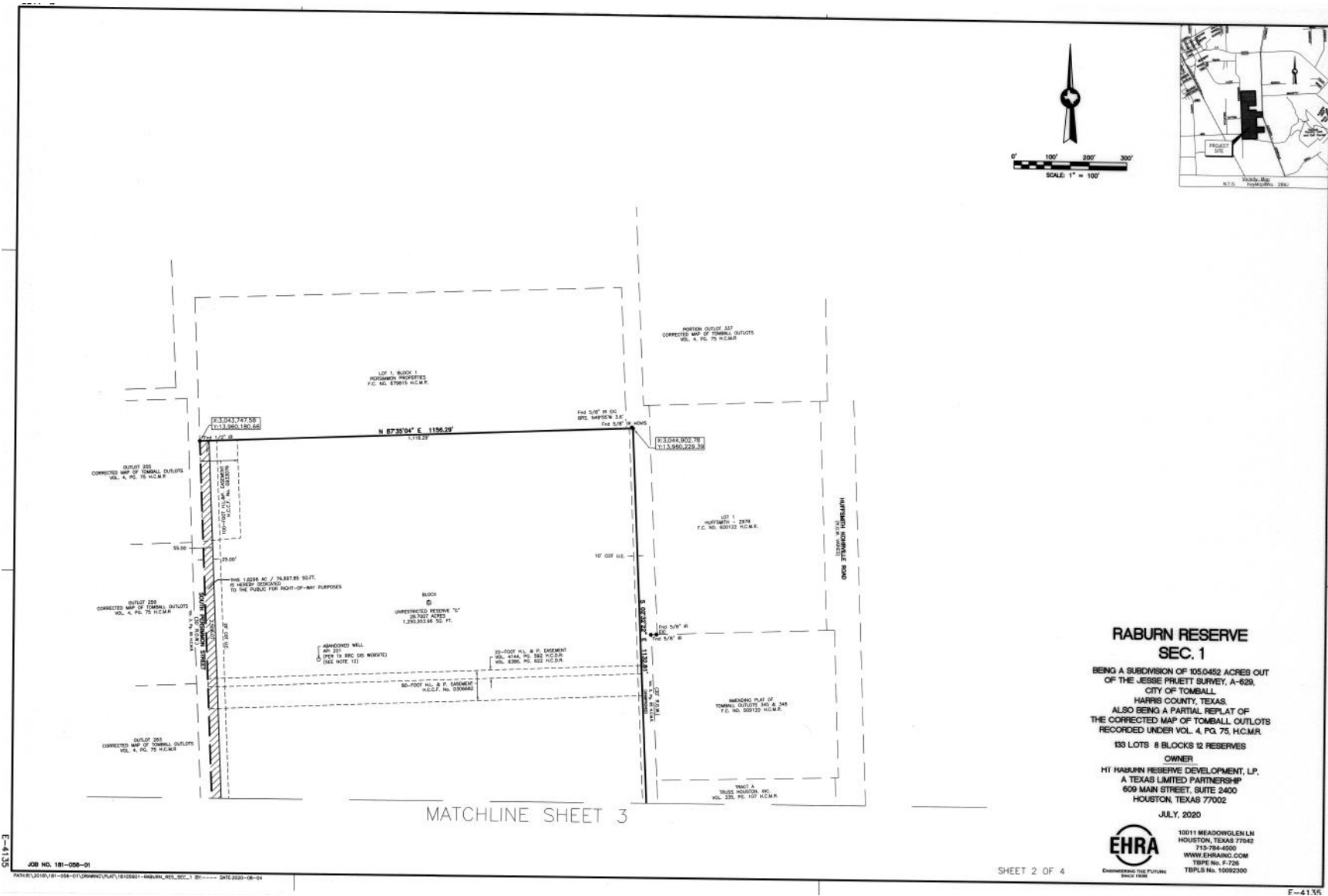
\_\_\_\_\_  
[Secretary Name], City Secretary

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

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

\_\_\_\_\_  
Notary Public, State of Texas





**RABURN RESERVE  
SEC. 1**  
BEING A SUBDIVISION OF 105.0482 ACRES OUT  
OF THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.  
133 LOTS & BLOCKS 12 RESERVES  
OWNER  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
609 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002

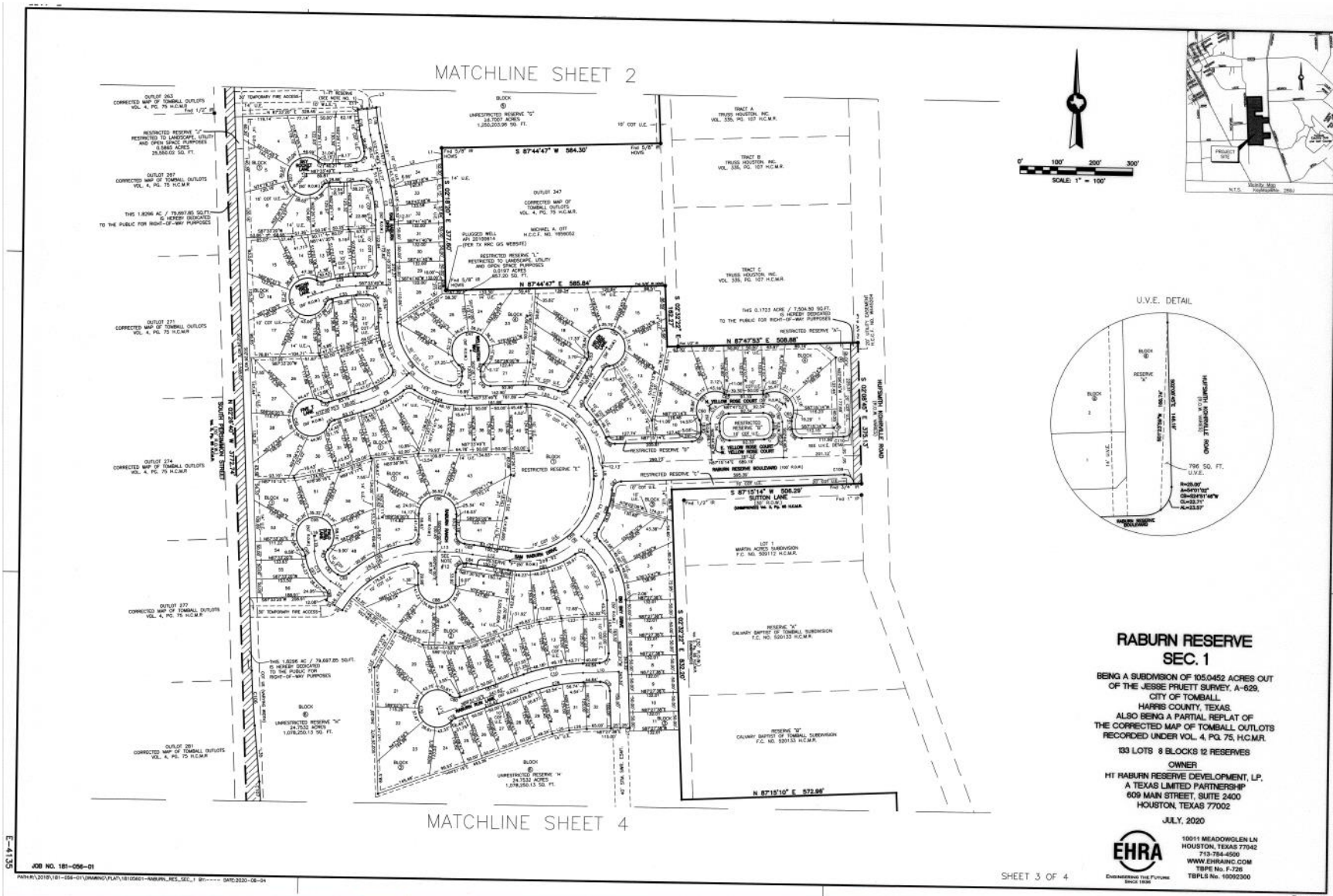
JULY, 2020  
**EHRA**  
10011 MEADOWLEEN LN  
HOUSTON, TEXAS 77042  
713-784-6900  
WWW.EHRAINC.COM  
TDR# No. F-726  
TBL# No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

MATCHLINE SHEET 3

JOB NO. 181-058-01  
DATE: 2020-08-24

SHEET 2 OF 4

F-4135



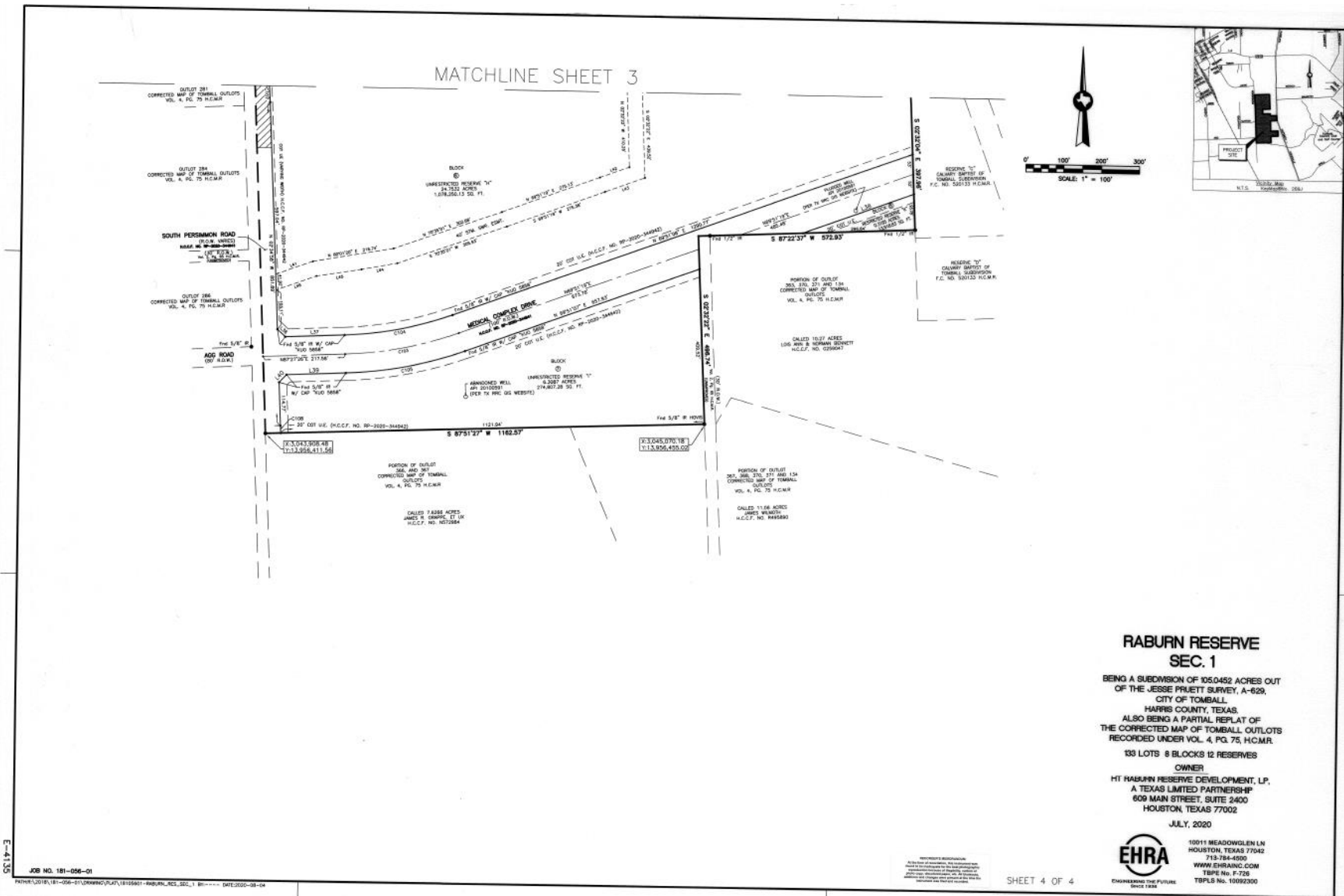
**RABURN RESERVE  
SEC. 1**

BEING A SUBDIVISION OF 105.0452 ACRES OUT  
OF THE JESSE PRUETT SURVEY, A-629,  
CITY OF TOMBALL,  
HARRIS COUNTY, TEXAS,  
ALSO BEING A PARTIAL REPLAT OF  
THE CORRECTED MAP OF TOMBALL OUTLOTS  
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.,  
133 LOTS 8 BLOCKS 12 RESERVES

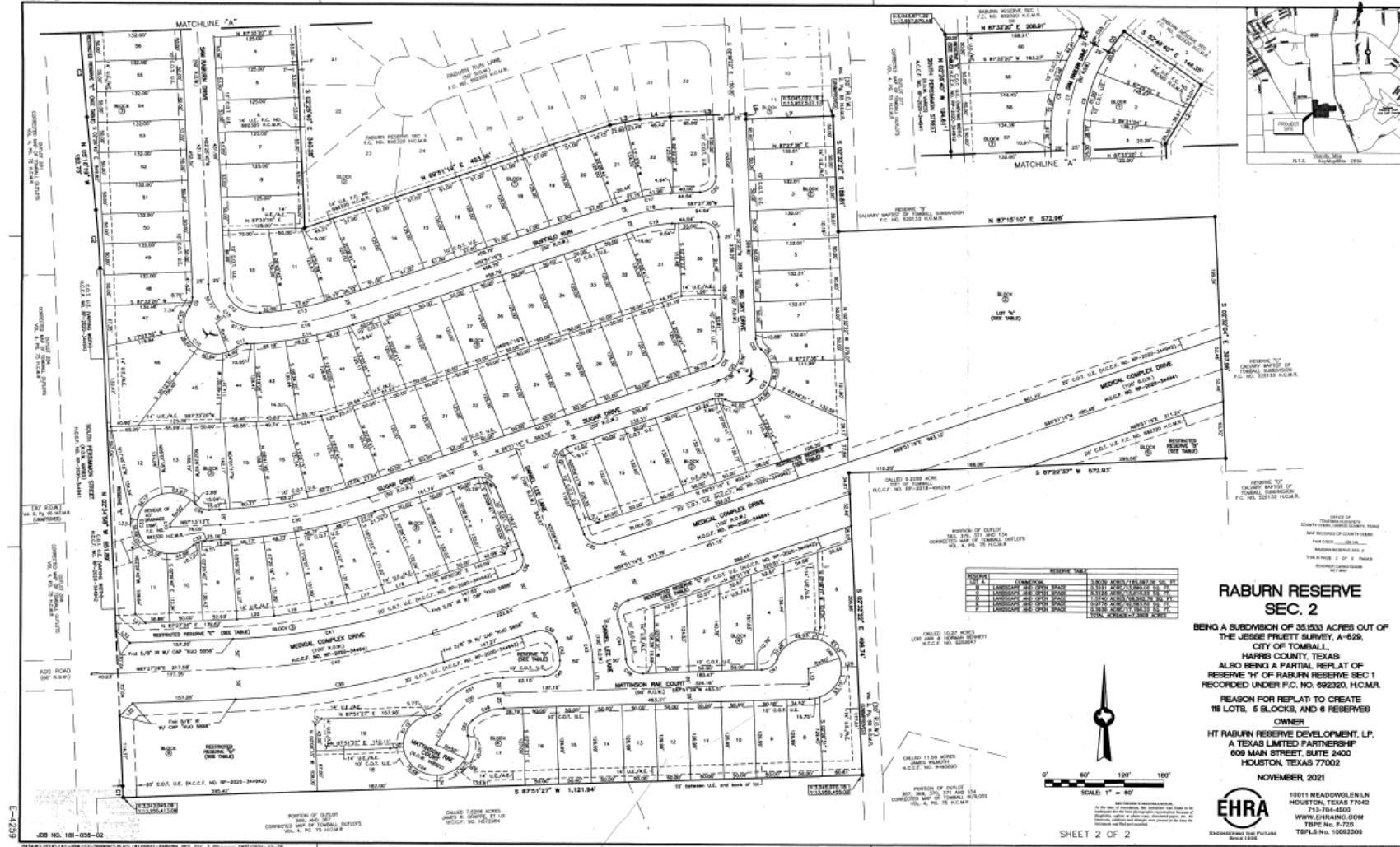
**OWNER**  
HT RABURN RESERVE DEVELOPMENT, L.P.,  
A TEXAS LIMITED PARTNERSHIP  
808 MAIN STREET, SUITE 2400  
HOUSTON, TEXAS 77002  
JULY, 2020

**EHRA**  
10011 MEADOWGLEN LN  
HOUSTON, TEXAS 77042  
713-784-6500  
WWW.EHRAINC.COM  
TBPL No. F-738  
TBPLS No. 10992300

SHEET 3 OF 4







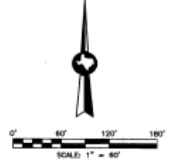
MEDICAL TRAIL	
LOT #	ACRES
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
17	0.10
18	0.10
19	0.10
20	0.10
21	0.10
22	0.10
23	0.10
24	0.10
25	0.10
26	0.10
27	0.10
28	0.10
29	0.10
30	0.10
31	0.10
32	0.10
33	0.10
34	0.10
35	0.10
36	0.10
37	0.10
38	0.10
39	0.10
40	0.10
41	0.10
42	0.10
43	0.10
44	0.10
45	0.10
46	0.10
47	0.10
48	0.10
49	0.10
50	0.10
51	0.10
52	0.10
53	0.10
54	0.10
55	0.10
56	0.10
57	0.10
58	0.10
59	0.10
60	0.10
61	0.10
62	0.10
63	0.10
64	0.10
65	0.10
66	0.10
67	0.10
68	0.10
69	0.10
70	0.10
71	0.10
72	0.10
73	0.10
74	0.10
75	0.10
76	0.10
77	0.10
78	0.10
79	0.10
80	0.10
81	0.10
82	0.10
83	0.10
84	0.10
85	0.10
86	0.10
87	0.10
88	0.10
89	0.10
90	0.10
91	0.10
92	0.10
93	0.10
94	0.10
95	0.10
96	0.10
97	0.10
98	0.10
99	0.10
100	0.10

**RABURN RESERVE  
SEC. 2**

BEING A SUBDIVISION OF 35.1533 ACRES OUT OF THE JESSE PRUETT SURVEY, A-629, CITY OF TOMBALL, HARRIS COUNTY, TEXAS. ALSO BEING A PARTIAL REPLAT OF RESERVE 117 OF RABURN RESERVE SEC 1 RECORDED UNDER F.C. NO. 692330, H.C.M.R. REASON FOR REPLAT: TO CREATE 118 LOTS, 5 BLOCKS, AND 6 RESERVE OWNERS. HT RABURN RESERVE DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP 609 MAIN STREET, SUITE 3400 HOUSTON, TEXAS 77002

NOVEMBER 2021

**EHRA**  
ENGINEERING & SURVEYING  
10111 MEADOWSLEIGH LN  
HOUSTON, TEXAS 77042  
713-784-4500  
WWW.EHRAINC.COM  
TSP# No. 8-725  
TSP# No. 10063300



SHEET 2 OF 2



**EXHIBIT T – IMPROVEMENT AREA #3 PLAT**

# EXHIBIT U – DISTRICT ENGINEER’S REPORT



2023.05.22 13:22:37-05'00'

## RABURN RESERVE SECTION 3

### UNIT PRICES

#### PRELIMINARY CONSTRUCTION COST ESTIMATE

##### COST SUMMARY

	<u>WSD</u>	<u>ROAD</u>	<u>TOTAL</u>
1. Clearing, Grubbing, and Site Preparation	\$205,150.00	\$0.00	\$205,150.00
2. Water Distribution System	\$422,687.00	\$0.00	\$422,687.00
3. Wastewater Collection System	\$565,724.00	\$0.00	\$565,724.00
4. Storm Water Collection System	\$743,651.00	\$0.00	\$743,651.00
5. Natural Gas System	\$0.00	\$250,000.00	\$250,000.00
6. Excavation and Paving	\$0.00	\$2,048,305.84	\$2,048,305.84
7. Construction Staking Services (2.5%)	<u>\$48,430.30</u>	<u>\$57,457.65</u>	<u>\$105,887.95</u>
8. City of Tomball Construction Permit Fee (2%)	<u>\$38,744.24</u>	<u>\$45,966.12</u>	<u>\$84,710.36</u>
9. Certificate of Insurance, Performance, Payment and Maintenance Bonds	\$47,500.00	\$47,500.00	\$95,000.00
Contingency (5%)	\$103,594.33	\$122,461.48	\$226,055.81
<b>Sub-Total Construction Costs</b>	<b>\$2,175,480.87</b>	<b>\$2,571,691.08</b>	<b>\$4,747,171.95</b>
Drainage Impact Fees (\$5,750/Acre)	\$194,350.00	\$0.00	\$194,350.00
Engineering Fees (14%)	\$304,567.32	\$360,036.75	\$664,604.07
Storm Water Pollution Prevention Plan (2%)	\$43,509.62	\$51,433.82	\$94,943.44
Geotechnical Eng. & Construction Materials Testing (2%)	<u>\$43,509.62</u>	<u>\$51,433.82</u>	<u>\$94,943.44</u>
Sub-Total Eng., SWPPP, Geotech. Eng. & Const. Materials Testing Fees	<b>\$585,936.56</b>	<b>\$462,904.39</b>	<b>\$1,048,840.95</b>
<b>TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE</b>	<b>\$2,761,417.00</b>	<b>\$3,034,595.00</b>	<b>\$5,796,013.00</b>
<b>COST PER LOT</b>	<b>140</b>	<b>\$19,724.41</b>	<b>\$21,675.68</b>
<b>COST PER ACRE</b>	<b>33.8</b>	<b>\$81,698.73</b>	<b>\$89,780.92</b>

Notes:

1. Estimate does not include any additional costs that may be required for development outside the scope outlined above. These fees may include construction materials testing, geotechnical services, adjustments of existing private utilities (pipeline or "dry" utilities), etc.
2. The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

Edminster, Hinshaw, Russ Associates, Inc. d/b/a EHRA  
P:\181-056-03\PM\Docs\PCE\Archive\  
2023-02-02\_Raburn Reserve Sec 3\_PCE UPDATED Dec 2022

Page 1 of 11  
Job No. 181-056-03  
4/4/2023

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**CLEARING, GRUBBING, AND SITE PREPARATION**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	Heavy Timber Clearing	11	AC	\$7,800.00	\$81,900.00
2.	Medium Timber or Brush Clearing	21.5	AC	\$5,500.00	\$118,250.00
3.	Storm Water Pollution Prevention Plan	1	LS	\$5,000.00	<u>\$5,000.00</u>
<b>TOTAL CLEARING, GRUBBING, AND SITE PREPARATION</b>					<b>\$205,150.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WATER DISTRIBUTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
4.	12-Inch C-900, PVC Water Line	20	LF	\$70.00	\$1,400.00
5.	8-Inch C-900, PVC Water Line	4,247	LF	\$42.00	\$178,374.00
6.	6-Inch C-900, PVC Water Line	423	LF	\$30.00	\$12,690.00
7.	6-Inch Plug and Clamp	2	EA	\$120.00	\$240.00
8.	8-Inch Gate Valve with Box	9	EA	\$2,000.00	\$18,000.00
9.	6-Inch Gate Valve with Box	11	EA	\$1,500.00	\$16,500.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WATER DISTRIBUTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
10.	Fire Hydrant	11	EA	\$5,000.00	\$55,000.00
11.	6-Inch C-900, PVC Fire Hydrant Lead	110	LF	\$30.00	\$3,300.00
12.	Remove Existing Plug and Clamp	1	EA	\$100.00	\$100.00
13.	12-Inch Wet Connection	1	EA	\$1,400.00	\$1,400.00
14.	Ductile Iron Fittings	1.4	TON	\$17,000.00	\$23,103.00
15.	Service Leads - Short Side	25	EA	\$1,000.00	\$25,000.00
16.	Service Leads - Long Side	46	EA	\$1,800.00	\$82,800.00
17.	Trench Safety	4,780	LF	\$1.00	\$4,780.00
<b>TOTAL WATER DISTRIBUTION SYSTEM</b>					<b>\$422,687.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WASTEWATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
18.	8-Inch SDR-26, PVC Sanitary Sewer (All Depths)	4,754	LF	\$48.00	\$228,192.00
19.	Standard 4-Foot Diameter Manhole	32	EA	\$3,500.00	\$112,000.00
20.	Extra Depth on Standard 4' Diameter Manhole	96	VF	\$350.00	\$33,600.00
21.	Long Side Sanitary Sewer Service Lead	14	EA	\$2,500.00	\$35,000.00
22.	Long Side Sanitary Sewer Service Lead w/ Stack	14	EA	\$2,800.00	\$39,200.00
23.	Short Side Sanitary Sewer Service Lead	27	EA	\$1,300.00	\$35,100.00
24.	Short Side Sanitary Sewer Service Lead w/ Stack	26	EA	\$1,500.00	\$39,000.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**WASTEWATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
25.	8-Inch x 6-Inch Tapping Sleeve and Valve	1	EA	\$5,500.00	\$5,500.00
26.	Remove Existing Plug and Clamp	1	EA	\$100.00	\$100.00
27.	Trench Dewatering	951	LF	\$25.00	\$23,770.00
28.	Special Bedding for Wet Sand Construction	951	LF	\$10.00	\$9,508.00
29.	Trench Safety System	4,754	LF	\$1.00	\$4,754.00
<b>TOTAL WASTEWATER COLLECTION SYSTEM</b>					<b>\$565,724.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**STORM WATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
30.	Roadside Swales	1,500	LF	\$3.20	\$4,800.00
31.	2'x6', CLIII R/G, RCB Storm Sewer	38	LF	\$800.00	\$30,400.00
32.	2x3', CLIII R/G, RCB Storm Sewer	673	LF	\$270.00	\$181,710.00
33.	24-Inch, CLIII R/G, RCP Storm Sewer	2,878	LF	\$90.00	\$259,020.00
34.	24-Inch, CLIII, R/G RCP Inlet Lead	417	LF	\$95.00	\$39,615.00



**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**STORM WATER COLLECTION SYSTEM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
35.	Standard Junction Box Manhole (double wide)	1	EA	\$8,800.00	\$8,800.00
36.	Standard Type "C" Manhole (24"-42")	24	EA	\$5,000.00	\$120,000.00
37.	Standard Type "BB" Inlet	24	EA	\$3,700.00	\$88,800.00
38.	Remove Type "E" Inlet Cover and Replace with Standard Manhole Cover	1	EA	\$2,500.00	\$2,500.00
39.	Break Out and Connect to Existing Manhole	1	EA	\$2,000.00	\$2,000.00
40.	Trench Safety System	4,006	LF	\$1.00	\$4,006.00
41.	Storm Water Pollution Prevention Plan	1	LS	\$2,000.00	\$2,000.00
<b>TOTAL STORM WATER COLLECTION SYSTEM</b>					<b>\$743,651.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

GAS DISTRIBUTION SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
42.	Natural Gas Distribution System	1	LS	\$250,000.00	\$250,000.00
<b>TOTAL GAS DISTRIBUTION SYSTEM</b>					<b>\$250,000.00</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

Edminster, Hinshaw, Russ Associates, Inc. d/b/a EHRA  
P:\181-056-03\PM\Docs\PCE\Archive\  
2023-02-02\_Raburn Reserve Sec 3\_PCE UPDATED Dec 2022

Page 9 of 11  
Job No. 181-056-03  
4/4/2023

RABURN RESERVE SECTION 3

UNIT PRICES

PRELIMINARY CONSTRUCTION COST ESTIMATE

EXCAVATION AND PAVING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
43.	Roadway Excavation - on-site disposal	13,929	CY	\$4.50	\$62,679.00
44.	Proof-Roll	1	LS	\$6,500.00	\$6,500.00
45.	Fly Ash (50#/SY)	490	TONS	\$120.00	\$58,851.00
46.	Lime (36#/SY)	353	TONS	\$290.00	\$102,400.74
47.	8-Inch Stabilized Subgrade Preparation	19,617	SY	\$4.50	\$88,276.50
48.	6-Inch Reinforced Concrete Pavement	17,426	SY	\$60.00	\$1,045,560.00
49.	4-Inch X 12-Inch Reinforced Concrete Curb	7,195	LF	\$4.00	\$28,780.00
50.	6-Inch Reinforced Concrete Curb	2,667	LF	\$4.00	\$10,668.00
51.	Tie to Existing Reinforced Concrete Pavement w/ No header. ( W/ Header use \$2,500)	2	EA	\$10,000.00	\$20,000.00

**RABURN RESERVE SECTION 3**

**UNIT PRICES**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

**EXCAVATION AND PAVING**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
52.	4-Inch Reinforced Concrete Sidewalk	5,357	SY	\$27.00	\$144,639.00
53.	Remove Existing Barricade	1	EA	\$150.00	\$150.00
54.	Lot Grading	140	EA	\$350.00	\$49,000.00
55.	Grading of Reserves	8	EA	\$800.00	\$6,400.00
56.	Wheelchair Ramps	14	EA	\$1,800.00	\$25,200.00
57.	Import Fill	23,400	CY	\$16.00	\$374,401.60
58.	6-Inch Irrigation Sleeves	200	LF	\$35.00	\$7,000.00
59.	Striping, Buttons and Signs	1	LS	\$5,000.00	\$5,000.00
60.	Pavement Block Around Existing Manhole	24	EA	\$200.00	\$4,800.00
61.	Stop Sign with Dual Street Name	10	EA	\$800.00	\$8,000.00
<b>TOTAL EXCAVATION AND PAVING</b>					<b>\$2,048,305.84</b>

**Note:** The quantities reflected on this estimate were tabulated from a one line conceptual drawing. The unit prices shown hereon are based on current bid prices received in this office, are valid for 30 days from tabulation, and are subject to change pending approved construction plans and market conditions.

**EXHIBIT V-1 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1  
BUYER DISCLOSURE**

**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$30,511.28**

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

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

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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



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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 375.94	\$ 703.71	\$ 180.45	\$ 738.83	\$ 90.23	\$ 429.08	\$ 2,518.24
2025	\$ 375.94	\$ 691.02	\$ 172.93	\$ 729.36	\$ 88.35	\$ 429.08	\$ 2,486.68
2026	\$ 413.53	\$ 678.34	\$ 172.93	\$ 720.28	\$ 86.47	\$ 429.08	\$ 2,500.63
2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 711.20	\$ 84.40	\$ 429.08	\$ 2,513.12
2028	\$ 413.53	\$ 650.42	\$ 240.60	\$ 700.15	\$ 82.33	\$ 429.08	\$ 2,516.12
2029	\$ 451.13	\$ 636.47	\$ 240.60	\$ 687.52	\$ 80.26	\$ 429.08	\$ 2,525.06
2030	\$ 451.13	\$ 621.24	\$ 278.20	\$ 674.89	\$ 78.01	\$ 429.08	\$ 2,532.54
2031	\$ 488.72	\$ 606.02	\$ 240.60	\$ 658.20	\$ 75.75	\$ 429.08	\$ 2,498.37
2032	\$ 488.72	\$ 586.47	\$ 315.79	\$ 643.76	\$ 73.31	\$ 429.08	\$ 2,537.13
2033	\$ 526.32	\$ 566.92	\$ 315.79	\$ 624.81	\$ 70.86	\$ 429.08	\$ 2,533.78
2034	\$ 563.91	\$ 545.86	\$ 315.79	\$ 605.86	\$ 68.23	\$ 429.08	\$ 2,528.74
2035	\$ 563.91	\$ 523.31	\$ 353.38	\$ 586.92	\$ 65.41	\$ 429.08	\$ 2,522.01
2036	\$ 601.50	\$ 500.75	\$ 353.38	\$ 565.71	\$ 62.59	\$ 429.08	\$ 2,513.03
2037	\$ 639.10	\$ 476.69	\$ 398.50	\$ 544.51	\$ 59.59	\$ 429.08	\$ 2,547.46
2038	\$ 639.10	\$ 451.13	\$ 436.09	\$ 520.60	\$ 56.39	\$ 429.08	\$ 2,532.39
2039	\$ 676.69	\$ 425.56	\$ 473.68	\$ 494.44	\$ 53.20	\$ 429.08	\$ 2,552.65
2040	\$ 714.29	\$ 398.50	\$ 481.20	\$ 466.02	\$ 49.81	\$ 429.08	\$ 2,538.89
2041	\$ 751.88	\$ 369.92	\$ 518.80	\$ 437.14	\$ 46.24	\$ 429.08	\$ 2,553.06
2042	\$ 789.47	\$ 339.85	\$ 563.91	\$ 406.02	\$ 42.48	\$ 429.08	\$ 2,570.81
2043	\$ 827.07	\$ 308.27	\$ 609.02	\$ 372.18	\$ 38.53	\$ 429.08	\$ 2,584.16
2044	\$ 864.66	\$ 275.19	\$ 616.54	\$ 335.64	\$ 34.40	\$ 429.08	\$ 2,555.51
2045	\$ 902.26	\$ 240.60	\$ 699.25	\$ 298.65	\$ 30.08	\$ 429.08	\$ 2,599.91
2046	\$ 939.85	\$ 204.51	\$ 744.36	\$ 256.69	\$ 25.56	\$ 429.08	\$ 2,600.06
2047	\$ 977.44	\$ 166.92	\$ 796.99	\$ 212.03	\$ 20.86	\$ 429.08	\$ 2,603.33
2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 164.21	\$ 15.98	\$ 429.08	\$ 2,601.75
2049	\$ 1,052.63	\$ 87.22	\$ 932.33	\$ 113.23	\$ 10.90	\$ 429.08	\$ 2,625.40
2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 57.29	\$ 5.64	\$ 429.08	\$ 2,619.83
<b>Total</b>	<b>\$ 18,045.11</b>	<b>\$ 11,892.19</b>	<b>\$ 12,466.17</b>	<b>\$ 13,326.15</b>	<b>\$ 1,495.86</b>	<b>\$ 11,585.16</b>	<b>\$ 68,810.64</b>

**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 V-2 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE  
141-629-002-010 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered in to 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 141-629-002-0010 PRINCIPAL ASSESSMENT: \$26,261.27**

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

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

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 141-629-002-0010

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
1/31/2024	\$ 323.57	\$ 703.71	\$ 155.32	\$ 738.83	\$ 90.23	\$ 369.31	\$ 2,380.97
1/31/2025	\$ 323.57	\$ 691.02	\$ 148.84	\$ 729.36	\$ 88.35	\$ 369.31	\$ 2,350.46
1/31/2026	\$ 355.93	\$ 678.34	\$ 148.84	\$ 720.28	\$ 86.47	\$ 369.31	\$ 2,359.17
1/31/2027	\$ 355.93	\$ 664.38	\$ 181.20	\$ 711.20	\$ 84.40	\$ 369.31	\$ 2,366.43
1/31/2028	\$ 355.93	\$ 650.42	\$ 207.09	\$ 700.15	\$ 82.33	\$ 369.31	\$ 2,365.24
1/31/2029	\$ 388.29	\$ 636.47	\$ 207.09	\$ 687.52	\$ 80.26	\$ 369.31	\$ 2,368.94
1/31/2030	\$ 388.29	\$ 621.24	\$ 239.44	\$ 674.89	\$ 78.01	\$ 369.31	\$ 2,371.18
1/31/2031	\$ 420.65	\$ 606.02	\$ 207.09	\$ 658.20	\$ 75.75	\$ 369.31	\$ 2,337.01
1/31/2032	\$ 420.65	\$ 586.47	\$ 271.80	\$ 643.76	\$ 73.31	\$ 369.31	\$ 2,365.29
1/31/2033	\$ 453.00	\$ 566.92	\$ 271.80	\$ 624.81	\$ 70.86	\$ 369.31	\$ 2,356.71
1/31/2034	\$ 485.36	\$ 545.86	\$ 271.80	\$ 605.86	\$ 68.23	\$ 369.31	\$ 2,346.44
1/31/2035	\$ 485.36	\$ 523.31	\$ 304.16	\$ 586.92	\$ 65.41	\$ 369.31	\$ 2,334.47
1/31/2036	\$ 517.72	\$ 500.75	\$ 304.16	\$ 565.71	\$ 62.59	\$ 369.31	\$ 2,320.25
1/31/2037	\$ 550.08	\$ 476.69	\$ 342.99	\$ 544.51	\$ 59.59	\$ 369.31	\$ 2,343.17
1/31/2038	\$ 550.08	\$ 451.13	\$ 375.35	\$ 520.60	\$ 56.39	\$ 369.31	\$ 2,322.85
1/31/2039	\$ 582.43	\$ 425.56	\$ 407.70	\$ 494.44	\$ 53.20	\$ 369.31	\$ 2,332.64
1/31/2040	\$ 614.79	\$ 398.50	\$ 414.17	\$ 466.02	\$ 49.81	\$ 369.31	\$ 2,312.60
1/31/2041	\$ 647.15	\$ 369.92	\$ 446.53	\$ 437.14	\$ 46.24	\$ 369.31	\$ 2,316.30
1/31/2042	\$ 679.51	\$ 339.85	\$ 485.36	\$ 406.02	\$ 42.48	\$ 369.31	\$ 2,322.52
1/31/2043	\$ 711.86	\$ 308.27	\$ 524.19	\$ 372.18	\$ 38.53	\$ 369.31	\$ 2,324.35
1/31/2044	\$ 744.22	\$ 275.19	\$ 530.66	\$ 335.64	\$ 34.40	\$ 369.31	\$ 2,289.42
1/31/2045	\$ 776.58	\$ 240.60	\$ 601.85	\$ 298.65	\$ 30.08	\$ 369.31	\$ 2,317.06
1/31/2046	\$ 808.94	\$ 204.51	\$ 640.68	\$ 256.69	\$ 25.56	\$ 369.31	\$ 2,305.69
1/31/2047	\$ 841.29	\$ 166.92	\$ 685.98	\$ 212.03	\$ 20.86	\$ 369.31	\$ 2,296.39
1/31/2048	\$ 873.65	\$ 127.82	\$ 731.28	\$ 164.21	\$ 15.98	\$ 369.31	\$ 2,282.25
1/31/2049	\$ 906.01	\$ 87.22	\$ 802.46	\$ 113.23	\$ 10.90	\$ 369.31	\$ 2,289.14
1/31/2050	\$ 970.72	\$ 45.11	\$ 821.88	\$ 57.29	\$ 5.64	\$ 369.31	\$ 2,269.96
<b>Total</b>	<b>\$15,531.55</b>	<b>\$ 11,892.19</b>	<b>\$ 10,729.72</b>	<b>\$13,326.15</b>	<b>\$1,495.86</b>	<b>\$ 9,971.43</b>	<b>\$ 62,946.90</b>

**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.



**EXHIBIT V-3 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – 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 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,847.46**

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

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

\_\_\_\_\_  
<sup>1</sup> 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ 254.24	\$ 1,273.67	\$ 322.03	\$ 1,318.55	\$ 219.24	\$ 351.74	\$ 3,739.46
2025	\$ 271.19	\$ 1,259.68	\$ 322.03	\$ 1,318.60	\$ 319.32	\$ 351.74	\$ 3,842.57
2026	\$ 288.14	\$ 1,244.77	\$ 338.98	\$ 1,300.08	\$ 316.36	\$ 351.74	\$ 3,840.07
2027	\$ 305.08	\$ 1,228.92	\$ 364.41	\$ 1,280.59	\$ 313.22	\$ 351.74	\$ 3,843.96
2028	\$ 322.03	\$ 1,212.14	\$ 381.36	\$ 1,259.64	\$ 309.87	\$ 351.74	\$ 3,836.78
2029	\$ 347.46	\$ 1,194.43	\$ 406.78	\$ 1,237.71	\$ 306.36	\$ 351.74	\$ 3,844.47
2030	\$ 364.41	\$ 1,175.32	\$ 432.20	\$ 1,214.32	\$ 302.58	\$ 351.74	\$ 3,840.57
2031	\$ 389.83	\$ 1,152.54	\$ 466.10	\$ 1,189.47	\$ 298.60	\$ 351.74	\$ 3,848.29
2032	\$ 415.25	\$ 1,128.18	\$ 491.53	\$ 1,162.67	\$ 294.32	\$ 351.74	\$ 3,843.69
2033	\$ 440.68	\$ 1,102.22	\$ 525.42	\$ 1,134.41	\$ 289.79	\$ 351.74	\$ 3,844.26
2034	\$ 474.58	\$ 1,074.68	\$ 550.85	\$ 1,104.19	\$ 284.96	\$ 351.74	\$ 3,841.00
2035	\$ 508.47	\$ 1,045.02	\$ 593.22	\$ 1,072.52	\$ 499.07	\$ 351.74	\$ 4,070.04
2036	\$ 542.37	\$ 1,013.24	\$ 627.12	\$ 1,038.41	\$ 493.56	\$ 351.74	\$ 4,066.44
2037	\$ 576.27	\$ 979.34	\$ 669.49	\$ 1,002.35	\$ 487.71	\$ 351.74	\$ 4,066.91
2038	\$ 610.17	\$ 943.33	\$ 703.39	\$ 963.86	\$ 481.48	\$ 351.74	\$ 4,053.96
2039	\$ 652.54	\$ 905.19	\$ 754.24	\$ 923.41	\$ 474.92	\$ 351.74	\$ 4,062.04
2040	\$ 703.39	\$ 864.41	\$ 796.61	\$ 880.04	\$ 467.88	\$ 351.74	\$ 4,064.07
2041	\$ 745.76	\$ 820.44	\$ 847.46	\$ 834.24	\$ 460.38	\$ 351.74	\$ 4,060.02
2042	\$ 796.61	\$ 773.83	\$ 898.31	\$ 785.51	\$ 452.42	\$ 351.74	\$ 4,058.41
2043	\$ 847.46	\$ 724.05	\$ 957.63	\$ 733.86	\$ 443.94	\$ 351.74	\$ 4,058.67
2044	\$ 906.78	\$ 671.08	\$ 1,016.95	\$ 678.79	\$ 434.92	\$ 351.74	\$ 4,060.26
2045	\$ 966.10	\$ 614.41	\$ 1,084.75	\$ 620.32	\$ 425.30	\$ 351.74	\$ 4,062.61
2046	\$ 1,033.90	\$ 554.03	\$ 1,144.07	\$ 557.94	\$ 415.04	\$ 351.74	\$ 4,056.72
2047	\$ 1,101.69	\$ 489.41	\$ 1,220.34	\$ 492.16	\$ 404.15	\$ 351.74	\$ 4,059.49
2048	\$ 1,177.97	\$ 420.55	\$ 1,296.61	\$ 421.99	\$ 392.54	\$ 351.74	\$ 4,061.40
2049	\$ 1,254.24	\$ 346.93	\$ 1,381.36	\$ 347.44	\$ 380.17	\$ 351.74	\$ 4,061.87
2050	\$ 1,347.46	\$ 268.54	\$ 1,466.10	\$ 268.01	\$ 366.99	\$ 351.74	\$ 4,068.84
2051	\$ 1,432.20	\$ 184.32	\$ 1,550.85	\$ 183.71	\$ 352.92	\$ 351.74	\$ 4,055.74
2052	\$ 1,516.95	\$ 94.81	\$ 1,644.07	\$ 94.53	\$ 338.01	\$ 351.74	\$ 4,040.11
<b>Total</b>	<b>\$ 20,593.22</b>	<b>\$ 24,759.47</b>	<b>\$ 23,254.24</b>	<b>\$ 25,419.33</b>	<b>\$ 11,026.02</b>	<b>\$ 10,200.43</b>	<b>\$ 115,252.70</b>

**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 V-4 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3  
INITIAL PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,648,000.00**

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

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

<sup>1</sup> 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.

Seller Signature Page to Final Notice with 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 3 INITIAL PARCEL

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Annual		
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>	Additional Interest	Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
2024	\$ -	\$ 229,045.14	\$ -	\$ -	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14
2025	\$ 47,000.00	\$ 208,750.00	\$ 32,000.00	\$ 134,787.20	\$ 27,090.00	\$ 30,600.00	\$ 480,227.20
2026	\$ 50,000.00	\$ 205,812.50	\$ 34,000.00	\$ 132,918.40	\$ 27,090.00	\$ 31,212.00	\$ 481,032.90
2027	\$ 53,000.00	\$ 202,687.50	\$ 36,000.00	\$ 130,932.80	\$ 26,855.00	\$ 31,836.24	\$ 481,311.54
2028	\$ 55,000.00	\$ 199,375.00	\$ 38,000.00	\$ 128,830.40	\$ 26,605.00	\$ 32,472.96	\$ 480,283.36
2029	\$ 58,000.00	\$ 195,937.50	\$ 40,000.00	\$ 126,611.20	\$ 26,340.00	\$ 33,122.42	\$ 480,011.12
2030	\$ 62,000.00	\$ 192,312.50	\$ 43,000.00	\$ 124,275.20	\$ 26,065.00	\$ 33,784.87	\$ 481,437.57
2031	\$ 65,000.00	\$ 188,437.50	\$ 45,000.00	\$ 121,764.00	\$ 25,775.00	\$ 34,460.57	\$ 480,437.07
2032	\$ 69,000.00	\$ 184,375.00	\$ 48,000.00	\$ 119,136.00	\$ 25,465.00	\$ 35,149.78	\$ 481,125.78
2033	\$ 73,000.00	\$ 180,062.50	\$ 51,000.00	\$ 116,332.80	\$ 25,140.00	\$ 35,852.78	\$ 481,388.08
2034	\$ 77,000.00	\$ 175,500.00	\$ 54,000.00	\$ 113,354.40	\$ 24,795.00	\$ 36,569.83	\$ 481,219.23
2035	\$ 81,000.00	\$ 170,687.50	\$ 57,000.00	\$ 110,200.80	\$ 24,430.00	\$ 37,301.23	\$ 480,619.53
2036	\$ 86,000.00	\$ 165,625.00	\$ 60,000.00	\$ 106,872.00	\$ 24,045.00	\$ 38,047.25	\$ 480,589.25
2037	\$ 91,000.00	\$ 160,250.00	\$ 64,000.00	\$ 103,368.00	\$ 23,640.00	\$ 38,808.20	\$ 481,066.20
2038	\$ 96,000.00	\$ 154,562.50	\$ 67,000.00	\$ 99,630.40	\$ 23,210.00	\$ 39,584.36	\$ 479,987.26
2039	\$ 102,000.00	\$ 148,562.50	\$ 71,000.00	\$ 95,717.60	\$ 22,755.00	\$ 40,376.05	\$ 480,411.15
2040	\$ 108,000.00	\$ 142,187.50	\$ 75,000.00	\$ 91,571.20	\$ 22,275.00	\$ 41,183.57	\$ 480,217.27
2041	\$ 114,000.00	\$ 135,437.50	\$ 80,000.00	\$ 87,191.20	\$ 21,765.00	\$ 42,007.24	\$ 480,400.94
2042	\$ 121,000.00	\$ 128,312.50	\$ 85,000.00	\$ 82,519.20	\$ 21,225.00	\$ 42,847.39	\$ 480,904.09
2043	\$ 128,000.00	\$ 120,750.00	\$ 89,000.00	\$ 77,555.20	\$ 20,655.00	\$ 43,704.34	\$ 479,664.54
2044	\$ 136,000.00	\$ 112,750.00	\$ 95,000.00	\$ 72,357.60	\$ 20,050.00	\$ 44,578.42	\$ 480,736.02
2045	\$ 144,000.00	\$ 104,250.00	\$ 100,000.00	\$ 66,809.60	\$ 19,410.00	\$ 45,469.99	\$ 479,939.59
2046	\$ 153,000.00	\$ 95,250.00	\$ 106,000.00	\$ 60,969.60	\$ 18,730.00	\$ 46,379.39	\$ 480,328.99
2047	\$ 163,000.00	\$ 85,687.50	\$ 112,000.00	\$ 54,779.20	\$ 18,010.00	\$ 47,306.98	\$ 480,783.68
2048	\$ 173,000.00	\$ 75,500.00	\$ 119,000.00	\$ 48,238.40	\$ 17,245.00	\$ 48,253.12	\$ 481,236.52
2049	\$ 183,000.00	\$ 64,687.50	\$ 126,000.00	\$ 41,288.80	\$ 16,430.00	\$ 49,218.18	\$ 480,624.48
2050	\$ 195,000.00	\$ 53,250.00	\$ 133,000.00	\$ 33,930.40	\$ 15,565.00	\$ 50,202.54	\$ 480,947.94
2051	\$ 207,000.00	\$ 41,062.50	\$ 141,000.00	\$ 26,163.20	\$ 14,650.00	\$ 51,206.59	\$ 481,082.29
2052	\$ 220,000.00	\$ 28,125.00	\$ 149,000.00	\$ 17,928.80	\$ 13,675.00	\$ 52,230.73	\$ 480,959.53
2053	\$ 230,000.00	\$ 14,375.00	\$ 158,000.00	\$ 9,227.20	\$ 12,640.00	\$ 53,275.34	\$ 477,517.54
<b>Total</b>	<b>\$ 3,340,000.00</b>	<b>\$ 4,163,607.64</b>	<b>\$ 2,308,000.00</b>	<b>\$ 2,535,260.80</b>	<b>\$ 658,715.00</b>	<b>\$ 1,217,042.38</b>	<b>\$ 14,222,625.82</b>

**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 Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.82% as of July 26, 2023.
- [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 V-5 – RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT – 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 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
PROPERTY ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: \$40,342.86**

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

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

<sup>1</sup> 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.

Seller Signature Page to Final Notice with 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]<sup>2</sup>

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

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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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



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

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

## ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due January 31,	Improvement Area # 3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Additional Interest	Annual Collection Costs <sup>[c]</sup>	Total Annual Installment <sup>[d]</sup>
	Principal	Interest <sup>[a]</sup>	Principal	Interest <sup>[b]</sup>			
2024	\$ -	\$ 1,636.04	\$ -	\$ -	\$ 193.50	\$ 214.29	\$ 2,043.82
2025	\$ 335.71	\$ 1,491.07	\$ 228.57	\$ 962.77	\$ 193.50	\$ 218.57	\$ 3,430.19
2026	\$ 357.14	\$ 1,470.09	\$ 242.86	\$ 949.42	\$ 193.50	\$ 222.94	\$ 3,435.95
2027	\$ 378.57	\$ 1,447.77	\$ 257.14	\$ 935.23	\$ 191.82	\$ 227.40	\$ 3,437.94
2028	\$ 392.86	\$ 1,424.11	\$ 271.43	\$ 920.22	\$ 190.04	\$ 231.95	\$ 3,430.60
2029	\$ 414.29	\$ 1,399.55	\$ 285.71	\$ 904.37	\$ 188.14	\$ 236.59	\$ 3,428.65
2030	\$ 442.86	\$ 1,373.66	\$ 307.14	\$ 887.68	\$ 186.18	\$ 241.32	\$ 3,438.84
2031	\$ 464.29	\$ 1,345.98	\$ 321.43	\$ 869.74	\$ 184.11	\$ 246.15	\$ 3,431.69
2032	\$ 492.86	\$ 1,316.96	\$ 342.86	\$ 850.97	\$ 181.89	\$ 251.07	\$ 3,436.61
2033	\$ 521.43	\$ 1,286.16	\$ 364.29	\$ 830.95	\$ 179.57	\$ 256.09	\$ 3,438.49
2034	\$ 550.00	\$ 1,253.57	\$ 385.71	\$ 809.67	\$ 177.11	\$ 261.21	\$ 3,437.28
2035	\$ 578.57	\$ 1,219.20	\$ 407.14	\$ 787.15	\$ 174.50	\$ 266.44	\$ 3,433.00
2036	\$ 614.29	\$ 1,183.04	\$ 428.57	\$ 763.37	\$ 171.75	\$ 271.77	\$ 3,432.78
2037	\$ 650.00	\$ 1,144.64	\$ 457.14	\$ 738.34	\$ 168.86	\$ 277.20	\$ 3,436.19
2038	\$ 685.71	\$ 1,104.02	\$ 478.57	\$ 711.65	\$ 165.79	\$ 282.75	\$ 3,428.48
2039	\$ 728.57	\$ 1,061.16	\$ 507.14	\$ 683.70	\$ 162.54	\$ 288.40	\$ 3,431.51
2040	\$ 771.43	\$ 1,015.63	\$ 535.71	\$ 654.08	\$ 159.11	\$ 294.17	\$ 3,430.12
2041	\$ 814.29	\$ 967.41	\$ 571.43	\$ 622.79	\$ 155.46	\$ 300.05	\$ 3,431.44
2042	\$ 864.29	\$ 916.52	\$ 607.14	\$ 589.42	\$ 151.61	\$ 306.05	\$ 3,435.03
2043	\$ 914.29	\$ 862.50	\$ 635.71	\$ 553.97	\$ 147.54	\$ 312.17	\$ 3,426.18
2044	\$ 971.43	\$ 805.36	\$ 678.57	\$ 516.84	\$ 143.21	\$ 318.42	\$ 3,433.83
2045	\$ 1,028.57	\$ 744.64	\$ 714.29	\$ 477.21	\$ 138.64	\$ 324.79	\$ 3,428.14
2046	\$ 1,092.86	\$ 680.36	\$ 757.14	\$ 435.50	\$ 133.79	\$ 331.28	\$ 3,430.92
2047	\$ 1,164.29	\$ 612.05	\$ 800.00	\$ 391.28	\$ 128.64	\$ 337.91	\$ 3,434.17
2048	\$ 1,235.71	\$ 539.29	\$ 850.00	\$ 344.56	\$ 123.18	\$ 344.67	\$ 3,437.40
2049	\$ 1,307.14	\$ 462.05	\$ 900.00	\$ 294.92	\$ 117.36	\$ 351.56	\$ 3,433.03
2050	\$ 1,392.86	\$ 380.36	\$ 950.00	\$ 242.36	\$ 111.18	\$ 358.59	\$ 3,435.34
2051	\$ 1,478.57	\$ 293.30	\$ 1,007.14	\$ 186.88	\$ 104.64	\$ 365.76	\$ 3,436.30
2052	\$ 1,571.43	\$ 200.89	\$ 1,064.29	\$ 128.06	\$ 97.68	\$ 373.08	\$ 3,435.43
2053	\$ 1,642.86	\$ 102.68	\$ 1,128.57	\$ 65.91	\$ 90.29	\$ 380.54	\$ 3,410.84
<b>Total</b>	<b>\$ 23,857.14</b>	<b>\$ 29,740.05</b>	<b>\$ 16,485.71</b>	<b>\$ 18,109.01</b>	<b>\$ 4,705.11</b>	<b>\$ 8,693.16</b>	<b>\$ 101,590.18</b>

**Footnotes:**

- [a] Interest on the Improvement Area #3 Series 2023 Bonds is calculated at the actual of the Series 2023 Bonds.
- [b] The Interest Rate on the Reimbursement Obligation is calculated at 5.84% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.82% as of July 26, 2023.
- [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: August 7, 2023

**Topic:**

Adopt, on First Reading, Ordinance No. 2023-24, an Ordinance of the City of Tomball, Texas Amending its code of ordinances by adding article VIII (22-196-22-276), Boarding Home Regulations, of Chapter 22, Health and Sanitation, to comply with Chapter 260 of the Texas Health & Safety Code; Containing findings and other provisions relating to the subject; declaring certain conduct to be unlawful; providing a penalty in an amount not to exceed \$2,000.00 for each violation of this ordinance with every day constituting a new violation; providing for severability; providing for publication; and providing an effective date.

**Background:**

The state of Texas has robust laws in the Texas Health and Safety Code pertaining to Boarding Home Regulations designed to protect the residents of boarding homes and communities where boarding homes exist, while empowering municipalities to support statutorily compliant boarding homes and enforce regulations against establishments where conditions are unsafe or unsanitary, or residents are abused, neglected or exploited.

**Origination:** Tomball Police Department

**Recommendation:**

Staff recommends approving Ordinance 2023-24

**Party(ies) responsible for placing this item on agenda:** Jeffrey Bert, Chief of Police

**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

**ORDINANCE NO. 2023-25**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY ADDING ARTICLE VIII (22-196-22-276), BOARDING HOME REGULATIONS, OF CHAPTER 22, HEALTH AND SANITATION, TO COMPLY WITH CHAPER 260 OF THE TEXAS HEALTH & SAFETY CODE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; DECLARING CERTAIN CONDUCT TO BE UNLAWFUL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION OF THIS ORDINANCE WITH EVERY DAY CONSTITUTING A NEW VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”) is a home-rule municipality pursuant to section 5 article 11 of the Texas Constitution and as such, is vested with the power of local self-government; and

**WHEREAS**, the City desires comply with Chapter 260 of the Texas Health & Safety Code, as amended and the current Texas Model Standards for Boarding Homes; and

**WHEREAS**, the City Council finds it to be in the best interest of the health, safety and welfare of its residents to establish reasonable and uniform regulations of Boarding Homes to promote and protect the health, safety, and general welfare of the City of Tomball, and to protect the residents of Boarding Homes from abuse, neglect, exploitation, Medicare and Medicaid fraud, and other criminal or unethical behaviors, to amend its code of ordinances as set forth herein; now, therefore,

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

**Section 1.** The findings contained in the preamble of this Ordinance are hereby found to be true and correct and are hereby adopted as part of this Ordinance

**Section 2.** The City of Tomball Code of Ordinances is hereby amended by adding a new Article VIII, (Sections 22-196-22-276), to Chapter 22, Health and Sanitation, to read as follows:

**“Sec. 22-196. – Purposes.**

(a) The purposes of this article are to ensure that:

(1) Residents of boarding home facilities live in safe, sanitary, and decent housing;

(2) These residents are not abused, neglected, or exploited by the owners, operators, or employees of boarding home facilities;

(3) The city can identify and facilitate appropriate responses for residents who may require special assistance during an emergency or at any other time.

(b) The city is accomplishing those purposes by implementing standards for construction, maintenance, reporting, recordkeeping, education, and care for the protection of the health, safety, and welfare of residents of boarding home facilities. These standards are implemented pursuant to the city's home rule authority under article XI, section 5 of the Texas Constitution and the authority to license lawful businesses subject to the city's police power granted by sections 54.004 and 215.075 of the Texas Local Government Code.

(c) The city council also intends that this article fully comply with the Federal Fair Housing Amendments Act of 1988 ("FHAA"), as amended, the Americans with Disabilities Act of 1990 ("ADA"), as amended, and all other applicable state and federal legislation. It is the express intent of the city council that this article be construed in a manner consistent with the FHAA, the ADA, and all other applicable state and federal legislation at all times.

**Sec. 22-197. Definitions.**

Unless the context clearly indicates otherwise, in this article:

Abuse, neglect, and exploitation. Are defined in the Texas Human Resource Code section 48.002 as the following:

(1) Abuse. The negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to an elderly or disabled person by the person's caretaker, family member, or other individual who has an ongoing relationship with the person; or the sexual abuse of an elderly or disabled person, including any involuntary or nonconsensual sexual conduct that would constitute an offense under section 21.08, Penal Code (indecent exposure) or chapter 22, Penal Code (assaultive offenses), committed by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.

(2) Exploitation. The illegal or improper act or process of a caretaker, family member, or other individual who has an ongoing relationship with the elderly or

disabled person using the resources of an elderly or disabled person for monetary or personal benefit, profit, or gain without the informed consent of the elderly or disabled person.

(3) Neglect. The failure to provide for one's self the goods or services, including medical services, which are necessary to avoid physical or emotional harm or pain or the failure of a caretaker to provide such goods or services.

Assistance with self-administration of medication. Assisting a resident by reminding the resident to take medication, opening, and removing medications from a container, placing medication in a resident's hand or in/on a clean surface such as a pill cup or a medication reminder box, and reminding the resident when a prescription medication needs to be refilled.

Boarding home facility. An establishment that furnishes, in one or more buildings, lodging to three or more persons with disabilities or elderly persons who are unrelated to the owner of the establishment by blood or marriage; and provides community meals, light housework, meal preparation, transportation, grocery shopping, money management, laundry services, or assistance with self-administration or medication but does not provide personal care services to those persons.

Department. The Fire Department of the City of Tomball or any other department designated by the city manager to enforce and administer this article.

Elderly person. A person who is 65 years of age or older.

Injury, incident, or unusual accident. An event that results in a change in the resident's physical or mental status that occurred in the boarding home facility or on the grounds of the boarding home facility that requires intervention by a private or public entity responsible for physical or mental health services, or an event that requires the facility taking resident safety and protection measures including: an allegation of abuse, neglect, or exploitation; death; a resident's absence from the facility when circumstances place the resident's health, safety or welfare at risk; fire; criminal acts; and altercations between residents.

Licensee. A person who is the owner/operator of a boarding home facility in which a boarding home facility license has been issued; each individual listed as an owner or operator of the boarding home facility on the application for a boarding home facility license; each individual who has an ownership interest in the corporation or other legal entity owning or operating the boarding home facility, regardless of whether the individual's name or signature appears on the boarding home facility license application; and each officer of the corporation or other legal entity owning or operating a boarding home facility, regardless of whether the individual's name or signature appears on the boarding home facility license application.

Person with a disability. A person with a mental, physical, or developmental disability that substantially impairs the person's ability to provide adequately for the person's care or protection and who is 18 years of age or older; or under 18 years of age and who has had the disabilities of minority removed.

Personal care services. Assistance with meals, dressing, movement, bathing, or other personal needs or maintenance; the administration of medication by a person licensed to administer medication or the assistance with or supervision of medication; or general supervision or oversight of the physical and mental well-being of a person who needs assistance to maintain a private and independent residence in an assisted living facility or who needs assistance to manage the person's personal life, regardless of whether a guardian has been appointed for the person.

Resident. A person who is residing in a boarding home facility.

**Sec. 22-198. License required.**

- (a) A person commits an offense if the person owns or operates a boarding home facility in the city without a valid license issued under this article.
- (b) It is a defense to prosecution under this article if a person operates a boarding home facility while an application under section 22-200 is pending.
- (c) It is a defense to prosecution under this section if a person operates a facility listed in section 22-199 of this article.

**Sec. 22-199. Exemptions.**

This article does not apply to the following:

- (1) Home and community support services licensed under chapter 142 of the Texas Health and Safety Code, as amended.
- (2) Convalescent and nursing homes and related institutions licensed under chapter 242 of the Texas Health and Safety Code, as amended.
- (3) Continuing care facilities licensed under chapter 246 of the Texas Health and Safety Code, as amended.
- (4) Assisted living facilities licensed under chapter 247 of the Texas Health and Safety Code, as amended.
- (5) Intermediate care facilities for the mentally retarded licensed under chapter 252 of the Texas Health and Safety Code, as amended.
- (6) A person that provides home health, hospice, or personal assistance services only to persons enrolled in a program funded wholly or partly by a state agency with jurisdiction over mental health and mental disability and monitored by that state agency or its designated local authority in accordance with standards set by that agency.
- (7) An establishment conducted by or for persons who have a sincere religious belief in providing facilities to care and treat the sick by depending exclusively on prayer or spiritual means for healing, without the use of any drug or material

remedy, if the establishment complies with safety, sanitary, and quarantine laws and rules of this article.

- (8) A hotel as defined by section 156.001 of the Texas Tax Code, as amended.
- (9) A retirement community as defined by section 11.18 of the Texas Tax Code, as amended.
- (10) A child-care facility as defined by section 42.002 of the Texas Human Resources Code, as amended.
- (11) A family violence shelter center as defined by section 51.002 of the Texas Human Resources Code, as amended.

### **Sec. 22-200. License application.**

To obtain a license to operate a boarding home facility within the City of Tomball, a person must submit an application to the department on a form provided for that purpose. The applicant must be the owner or operator of the boarding home facility. If the owner or operator is not an individual, an authorized officer or agent of the owner or operator must file the form. The application must contain the following information before it is considered complete:

- (1) The name, street address, mailing address, e-mail address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and date of birth of the applicant. The street address may not be the address of the boarding home facility unless the applicant actually resides full-time at the boarding home facility.
- (2) The name, street address, mailing address, e-mail address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and position of the authorized officer or agent filing the form on behalf of the applicant, if the applicant is not an individual. The street address may not be the address of the boarding home facility unless the authorized officer or agent actually resides full-time at the boarding home facility.
- (3) The form of business of the applicant; the name, street address, mailing address, e-mail address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and date of birth of a high managerial agent of the business; and, if the business is a legal entity, such as a corporation or association, a copy of the documents establishing the business.
- (4) The street address and telephone number of the boarding home facility.
- (5) The name, street address, mailing address, e-mail address, and telephone number of a person or persons to contact in an emergency as required by section 22-211 of this article.
- (6) Documentary evidence of payment of ad valorem taxes, fees, fines, and penalties owed to the city in connection with the boarding home facility.



(7) The names, street addresses, mailing addresses, e-mail addresses, telephone numbers, legible copies of the drivers' licenses or other official state or federal identification cards, and dates of birth of any owners, operators, or employees of the boarding home facility other than the applicant. The street address may not be the address of the boarding home facility, unless the owner, operator, or employee actually resides full-time at the boarding home facility.

(8) Completed state or federal request and release forms authorizing the city to obtain a criminal history report on each owner and operator of the boarding home facility.

(9) The maximum number of residents that will reside at the boarding home facility.

(10) The services to be offered or provided to the residents of the boarding home facility.

(11) If the boarding home facility has one or more residents with a disability, a list of disabilities of the residents.

(12) If the boarding home facility has one or more residents who are recovering from an addiction to alcohol or a controlled substance but are not currently using alcohol or the controlled substance, a document that describes the applicant's, owner's, or operator's plan for ensuring that the residents continue to refrain from using alcohol or the controlled substance, including all rules by which residents must abide, as required by section 22-252 of this article.

(13) A statement that, by filing the application, the applicant swears or affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this section.

(14) Such additional information as the applicant desires to include or that the city manager or the city manager's designee deems necessary to aid in the determination of whether the requested license should be granted.

**Sec. 22-201. Notification of change of information.**

The licensee shall notify the building and permits department within ten (10) days after any material change in the information contained in the application for a license to operate a boarding home facility, including any change in ownership or operation of the property and any new disabilities served by the boarding home facility.

**Sec. 22-202. Fees.**

(a) The fee for a license to operate a boarding home facility shall be as set forth in the Master Fee Schedule adopted and amended from time to time by the City Council.

- (b) No refund of a license fee will be made.
- (c) An applicant for a license may file an application with the city manager seeking a waiver or reduction of the annual license fee if the boarding home facility serves one or more persons with a disability and payment of the fee would result in substantial financial hardship to the applicant. The application must include the following information before it will be considered complete:
- (1) The name, street address, mailing address, e-mail address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and date of birth of the applicant.
  - (2) The number of residents of the boarding home facility with a disability.
  - (3) A list of the disabilities of the residents and the number of residents with each disability.
  - (4) The services provided by the boarding home facility to the residents.
  - (5) An explanation of the nature and severity of the financial hardship to the applicant if the fee were to be paid.
  - (6) A copy of the balance sheets and income statements for the boarding home facility, or equivalent documents, establishing the applicant's financial condition for the last three (3) years in accordance with generally accepted accounting principles, unless the boarding home facility has been open for less than three years, in which case it must provide a copy of those documents during the time the facility has been in operation.
  - (7) A statement that, by filing the application, the applicant swears or affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this article.
  - (8) Such additional information as the applicant desires to include or that the city manager deems necessary to aid in the determination of whether the requested waiver or reduction should be granted.
- (d) The city manager may waive or reduce the annual license fee if the city manager, after reviewing the complete application, finds that the applicant provides services to one or more persons with a disability and payment of the fee would result in substantial financial hardship to the applicant.
- (e) An applicant may appeal a decision of the city manager under this section to the city council by filing a written notice with the city secretary within ten (10) days after the date of the decision of the city manager. The city secretary shall place the appeal on the next regularly scheduled meeting of the city council. The city council shall use the same standard required for the city manager. The city council may affirm, reverse, or modify the decision of the city manager. Appeal to the city

council constitutes the final administrative remedy.

**Sec. 22-203. Issuance and denial of license.**

(a) Upon payment of all required fees and the submission of a complete application, the department shall issue a license to operate a boarding home facility to the applicant if the department determines that:

- (1) The applicant has complied with all requirements for issuance of the license;
- (2) The applicant, owners, operators, and employees of the boarding home facility meet the criminal history qualifications of section 22-255 of this article;
- (3) The applicant, owners, operators, or employees of the boarding home facility do not own or operate another licensed boarding home facility in the city for which the license is currently suspended or has been revoked;
- (4) The applicant has not made false statement as to a material matter in the application for a license;
- (5) The condition and use of the boarding home facility comply with the minimum standards of this code of the city and the standards in this article applicable to the property; and
- (6) The applicant, owners, and operators do not owe the city any ad valorem taxes, fees, fines, or penalties.

(b) If the building and permits department determines that the requirements of subsection (a) have not been met the department shall deny the license.

(c) If the building and permits department determines that an applicant should be denied a license, the department shall notify the applicant in writing that the application is denied and include in the notice the reason for the denial and a statement informing the applicant of the right of appeal.

**Sec. 22-204. Prohibition of new residents; suspension of license.**

(a) The building and permits department may suspend a boarding home facility license for a period not to exceed 90 days if the department finds that the licensee or an employee of the boarding home facility has:

- (1) Failed to comply with any provision of this article, any other ordinance, or any state or federal law applicable to the operation of a boarding home facility; or
- (2) Intentionally or knowingly impeded or refused to allow an inspection by the department authorized under this article.

(b) A boarding home facility for which the license has been suspended may not admit any new residents during the time the license is suspended.

(c) In lieu of suspending a license for a boarding home facility, the department, at its discretion, may enter into a good neighbor agreement with a licensee if the department determines that the good neighbor agreement would eliminate the noncompliance that would otherwise justify a suspension, result in prompt future inspections, and elevate one or more conditions at the boarding home facility to a standard above the requirements of this article.

(d) The department shall send to the licensee by certified mail, return receipt requested, a written statement of the reasons for the suspension, the date the suspension is to begin, the duration of the suspension, and the licensee's right to appeal.

(e) A licensee whose license is suspended may not be granted a license to operate additional boarding home facilities during the period of suspension.

(f) A licensee commits an offense if he/she operates or owns a boarding home facility that admits new residents during the time that the suspension of the license is in effect.

**Sec. 22-205. Revocation of license.**

(a) Except as provided in subsection (b), the department shall revoke any license issued to operate a boarding home facility if the director determines that:

(1) The licensee fails to meet the criminal history qualifications of section 22-255 of this article or employs a person at the facility who fails to meet the criminal history qualifications;

(2) The licensee intentionally made a false statement as to a material matter in the application or in a hearing concerning the license;

(3) The licensee failed to pay a fee required by this article at the time it was due; or

(4) A cause for suspension under section 22-204 has occurred and the license has already been suspended once within the preceding 12 months.

(b) In lieu of revoking a license for a boarding home facility, the department, at its discretion, may enter into a good neighbor agreement with a licensee if the department determines that the good neighbor agreement would eliminate the noncompliance that would otherwise justify a revocation, result in prompt future inspections, and elevate one or more conditions at the boarding home facility to a standard above the requirements of this article.

(c) Before revoking a license under subsection (a), the department shall notify the licensee in writing by certified mail, return receipt requested, that the license is being considered for revocation. The notice must include the reason for the

proposed revocation, action the licensee must take to prevent the revocation, and a statement that the licensee has ten (10) days to comply with the notice.

(d) If, after ten (10) days from the date the noticed required in subsection (c) was sent or delivered, the licensee has not complied with required actions listed in the notice, the department shall revoke the license and notify the licensee in writing of the revocation. The notice must include the reason for the revocation, and a statement informing the licensee of the right of appeal.

(e) If a license has been revoked, the licensee has ten (10) days to relocate the residents of the facility and cease operations. An appeal of the revocation does not suspend or toll this deadline.

**Sec. 22-206. Appeals.**

(a) If the department denies issuance or renewal of a license or suspends or revokes a license issued under this article, the action is final unless the licensee files an appeal, in writing, within ten (10) days with the city manager.

(b) After reviewing the material facts and basis for the department's decision, the city manager may affirm, reverse, or modify the decision of the department.

(c) An applicant may appeal a decision of the city manager by filing a written notice with the city secretary within ten (10) days after the date of the decision by the city manager. The city secretary shall place the appeal on the next regularly scheduled meeting of the city council. The city council shall use the same standard required for the city manager. The city council may affirm, reverse, or modify the decision of the city manager. Appeal to the city council constitutes the final administrative remedy.

**Sec. 22-207. Expiration and renewal of license.**

(a) A license to operate a boarding home facility expires one year after the date of issuance.

(b) A licensee shall apply for renewal at least 30 days before the expiration of the license on a form provided by the department. The licensee shall update the information contained in the original license application required under section 22-200 of this article, or any subsequent renewals under this section. If any of the information has changed. The licensee shall sign a statement affirming that there is either no change in the information contained on the original license application and any subsequent renewal applications, or that any information that has been updated is accurate and complete.

(c) The department shall follow the procedures set forth in section 22-203 of this article when determining whether to renew a license.

**Sec. 22-208. Nontransferability.**

A license to operate a boarding home facility is not transferable to another owner, operator, or location.

**Sec. 22-209. Records.**

(a) The licensee shall maintain the records listed in subsection (b) either at the boarding home facility to which the records pertain or at a single location within the city. The licensee shall make those records available for inspection by the department or a peace officer at reasonable times upon request for purposes of administering this article.

(b) Records that must be maintained by the licensee include, but are not limited to:

- (1) Current records of ownership of the property where the boarding home facility is located;
- (2) A copy of any current good neighbor agreement as described in sections 22-204 and ;
- (3) Records demonstrating compliance with applicable laws and regulations as required by section 22-213;
- (4) Records documenting that each resident has received training on the emergency evacuation plan of the boarding home facility at least two (2) times per calendar year as required by section 22-222
- (5) Records documenting that each resident was shown how to use all emergency exits from the facility within 24 hours of arrival at the facility, as required by section 22-222;
- (6) Records documenting the initial screening of potential residents and the quarterly individualized assessments of residents as required by the Department;
- (7) Records documenting whether residents have taken, or been reminded to take, their medication, as required by section 22-253;
- (8) Records documenting injuries, incidents, and unusual accidents that involve residents, as required by section 22-252;
- (9) Records documenting any allegations of abuse, neglect, or exploitation of a resident, as required by section 22-252;
- (10) Financial records for each resident for which the licensee is the representative payee, as required by section 22-252;
- (11) A copy of the service agreement signed by each current resident, as required by section 22-252;

- (12) Records documenting required in-service education of boarding home facility staff;
- (13) Records documenting annual assessment and periodic monitoring of current residents to determine if residents are capable of self-administering medication and completing basic elements of personal care, as required by section 22-256;
- (14) A roll of current residents, including their date of arrival, assigned room, and the name, address, and telephone number of the person or entity that referred them to the facility;
- (15) A roll of former residents, including their date of departure, and the name, address, and telephone number of the person or entity in control of the residence to which they moved (if known); and
- (16) Any other records deemed necessary by the department for the administration and enforcement of this article.

(c) Except as otherwise provided, a licensee shall maintain a record that concerns a resident for three years after the resident no longer resides at the boarding home facility.

(d) Except as otherwise provided, a licensee shall maintain a record that does not concern a resident for three years.

**Sec. 22-210. Posting requirements.**

The licensee shall prominently and conspicuously post for display in a public area inside the boarding home facility that is readily available to residents, the operator, employees, and visitors the following:

- (a) The license issued under this article to operate the boarding home facility. The license must be presented upon request to a representative of the department or to a peace officer for examination.
- (b) A sign prescribed by the department specifying how complaints may be registered with the city.
- (c) A notice in a form prescribed by the department stating that inspection and related reports are available at the facility for public inspection and providing a telephone number that may be used to obtain information concerning the facility.
- (d) A copy of the most recent inspection report relating to the facility by the city or a concise and accurate summary of that inspection report.
- (e) A notice in a form prescribed by the department that lists the name, location and contact information for:

- (1) The closest local public health services agency in the proximity of the facility; and
- (2) A local organization or entity that represents, advocates, or serves elderly persons or persons with disabilities, including any related toll-free contact information for reporting emergencies to the organization or entity.

**Sec. 22-211. Emergency response information.**

- (a) The licensee shall provide the department with the name, street address, mailing address, e-mail address, and telephone number of a person or persons who can be contacted 24 hours a day, seven days a week in the event of an emergency condition on the property where the boarding home facility is located.
- (b) The licensee shall notify the department within five (5) days after any change in the emergency response information.
- (c) The licensee, or an authorized agent, must arrive at the property within one hour after a contact person named under this section is notified by city employee or emergency response personnel that an emergency condition has occurred on the property.

**Sec. 22-212. Failure to pay ad valorem taxes, fees, fines, and penalties.**

A licensee commits an offense if the licensee allows any ad valorem taxes, fees, fines, or penalties owed to the city in connection with the boarding home facility to become delinquent.

**Sec. 22-213. Inspections; fees.**

- (a) The following inspections shall be required:
  - (1) A boarding home facility must pass all required inspections.
  - (2) The licensee shall keep a current file of reports and other documentation on site that is needed to demonstrate compliance with applicable ordinances, laws, and regulations. Inspection records must be signed and dated by the appropriate authority and there must be no pending corrective actions.
  - (3) The following inspections are required:
    - (A) Licensing inspection;
    - (B) Annual licensing renewal inspection;
    - (C) Annual fire inspection;
    - (D) Annual kitchen inspection for a boarding home facility that provides meal preparation;



(E) A gas pipe pressure test performed every three years by the local gas company or a licensed plumber for a boarding home facility that receives natural gas service;

(F) Annual inspection of liquefied or natural gas systems performed by an inspector certified by the state railroad commission for a boarding home facility with a liquefied natural gas system.

(b) The Department may inspect any boarding home facility for the purpose of ascertaining whether violations of this article or any other city ordinances exist. The department is authorized at a reasonable time to inspect:

(1) The exterior of a structure and the surrounding premises; and

(2) The interior of a structure if the permission of the owner, occupant, or person in control is given or a search warrant is obtained.

(c) If the owner, occupant, or person in control denies permission to search any part of the interior or exterior of the structure or the surrounding premises, the department may suspend the license to operate a boarding home facility in accordance with section 22-204(a)(2).

(d) Whenever a boarding home facility is inspected by the department and a violation of this code is found, the building or premises will, after the expiration of any time limit for compliance given in the notice or order issued because of the violation, be reinspected by the department to determine that the violation has been eliminated.

(e) The licensee shall pay \$50.00 to the city for each reinspection after the first reinspection by the department that must be conducted before the violation is determined to be eliminated.

**Sec. 22-214. Reports to the Texas Health and Human Services Commission.**

Before September 30th of each year, the department shall submit a report to the Texas Health and Human Services Commission. The report must contain the following information:

(a) The total number of boarding home facilities licensed by the city during the preceding state fiscal year;

(b) The total number of boarding home facility applications for which licenses were denied, including a summary of the causes for denial;

(c) The total number of boarding home facility licenses that were active on August 31st of the preceding state fiscal year;

- (d) The total number of residents housed in each boarding home facility reported;
- (e) The total number of inspections conducted by the city at each boarding home facility;
- (f) The total number of licenses suspended or revoked as a result of an inspection; and
- (g) A summary of the outcome for any residents displaced by suspension or revocation of a license.

**Sec. 22-215. Administration by interlocal agreement with other authority.**

The city may contract the administration and enforcement of this article to another government entity by interlocal agreement. In the event that any section or provision of this article is in conflict with those sections or provisions of the other government entity that are otherwise substantially similar, the more stringent section or provision shall apply and be enforced.

**Sec. 22-216. Construction, remodeling, and maintenance.**

- (a) Each owner/operator of a boarding home facility must ensure the health, safety, comfort, and protection of each resident through the following standards that address the construction or remodeling of a boarding home facility, including plumbing, heating, lighting, ventilation, and other housing conditions.
- (b) Each facility must meet the following applicable codes and regulations:
  - (1) The adopted development, building and utility codes of the city as contained in the Code of Ordinances of the City of Tomball.
  - (2) The city's fire prevention and protection code as contained in chapter 20 of this code and any other applicable federal, state, or local codes and standards.
  - (3) The city's health and sanitation code as contained in chapter 22 and any other applicable federal, state, or local codes and standards.
  - (4) Federal and state accessibility regulations.
- (c) Mobile homes shall not be permitted for use as boarding homes or additions to existing boarding homes.
- (d) Interior doors to living spaces, bedrooms, bathrooms, and toilet rooms must fit the openings in which they are hung, be properly equipped with hardware, and be maintained in good working condition. Doors with locking devices must be provided where necessary to provide privacy and protection of the resident.
  - (1) Every closet door latch will be such that it can be readily opened

from the inside in case of an emergency.

(2) Every bathroom door or door lock must permit the opening of the locked door in case of an emergency.

(e) Public pathways and stairways in buildings must maintain a minimum unobstructed width concurrent with federal fire codes and must be provided with convenient light switches controlling an adequate lighting system.

(f) Boarding home facilities must be supplied with electric service and fixtures that are properly installed and maintained in safe working condition and connected to a source of electrical power.

(g) Every boarding home facility must have heating and cooling equipment that are properly installed, vented, and maintained in a safe good working condition. The temperature of rooms intended for human occupancy will remain at a temperature between sixty-eight (68) and eighty-two (82) degrees Fahrenheit.

(h) Every boarding home facility must have water heating facilities that are properly installed, vented, in good working condition, and are properly connected with hot and cold water lines. The temperature of water drawn at every required sink, lavatory basin, bathtub or shower will remain at a temperature between one hundred and ten (110) and one hundred and twenty (120) degrees Fahrenheit.

(i) Every habitable room must have at least one window that can be easily opened, or such other device as will ventilate the room. Locks that can be easily opened manually from inside must be provided on all exterior doors. All windows must be openable without tools. The window opening must meet local codes for emergency egress. The bottom of the window opening must not be more than 44 inches above the floor.

#### **Sec. 22-217. Sleeping rooms.**

(a) Sleeping rooms must have:

(1) At least 70 square feet of floor space in single occupancy rooms;

(2) At least 60 square feet of floor space for each occupant in multi-occupancy rooms;

(3) Beds spaced at least three feet apart when placed side-by-side or end-to-end;

(4) At least seven feet, six inches (7' 6") ceiling height;

(5) Required accessibility for non-ambulatory residents and residents with conditions that substantially limit ambulation and/or mobility;

(6) Beds at least six feet (6") long and three feet (3") wide equipped with supportive springs in good condition and a clean supportive mattress

in good condition, and a mattress cover that prevents bodily fluids from soiling the mattress;

(7) At least one pillow with a clean pillowcase, two (2) clean sheets, and a cover such as a blanket or quilt, in good condition, per bed, cleaned weekly or more often if soiled;

(8) Extra bed linens, including sheets, pillowcase and blankets must be available to each resident;

(9) At least one chest of drawers or equivalent, in good condition having a sufficient number of drawers or other areas to contain all necessary items of clothing and personal belongings of each resident that can be locked/secured;

(10) At least one chair in good condition in each sleeping room;

(11) At least one end table in good condition located adjacent to each bed in each sleeping room;

(12) Sufficient hanging space to allow clothes not stored in drawers to be hung. Clothing must not be stored on the floor;

(13) Bath towels, washcloths, soap, individual comb, and toothbrush must be available at all times and in quantity sufficient to meet the needs of the residents; and

(14) Access to emergency exit without passing through another sleeping room.

(b) All equipment fixtures, furniture, and furnishings, including windows, draperies, curtains, and carpets, must be kept clean and free of dust, dirt, vermin, and other contaminants, and must be maintained in good order and repair.

**Sec. 22-218. Bathroom facilities.**

Water closets, lavatories, and bathtubs or showers must be:

(a) Available on each floor when not provided in each individual room;

(b) Provided in the ratio of one toilet and one lavatory, and one bathtub or shower for every six residents, or fraction thereof; and,

(c) Accessible to the residents without going outside of the building or without going through a sleeping room of another resident.

**Sec. 22-219. Telephone.**

A telephone must be available, 24 hours per day, must be easily accessible, and must afford privacy for use by residents. A listing of emergency telephone numbers, including the numbers of the local police, fire department, ambulance, the office of

local governmental entity that issued the boarding house permit, the Texas Department of Family and Protective Services (DFPS), the local mental health authority, and the Texas Information and Referral Network must be placed in plain view on or next to the telephone and accessible to persons who are visually or hearing impaired, as needed.

**Sec. 22-220. Laundry facilities.**

Each boarding home facility must provide a washer and dryer for every ten (10) residents, or fraction thereof that is properly vented to the outside. The washer or dryer must be in a utility room/area that is not in the kitchen area.

**Sec. 22-221. Community, kitchen, and dining spaces.**

Each boarding home facility must provide:

- (a) A sitting/communal/recreational room for the common use of all residents. Furniture must include comfortable chairs and tables, and lamps in good repair and appearance;
- (b) A dining room located on the same floor as the communal kitchen and must:
  - (1) Be as nearly adjacent to the communal kitchen as practicable;
  - (2) Be accessible to the residents, without going through a sleeping room or sleeping dormitory of another resident;
  - (3) Contain not less than 70 square feet of floor area; and
  - (4) Be supplied with one dining chair and 2 linear feet of dining table space for each resident of a boarding home facility; and
- (c) A kitchen that:
  - (1) Is accessible to the residents sharing the use without going through a sleeping room or sleeping dormitory of another resident;
  - (2) Has a food preparation area with a total of not less than six (6) square feet;
  - (3) Contains a minimum floor space of 60 square feet for dining area or, each kitchen with dining attached must be at least 100 square feet;
  - (4) Has a minimum two compartment sink for manual dishwashing;
  - (5) Has a cooking stove fueled by gas or electricity;
  - (6) Contains at least one (1) cabinet of adequate size, suitable for storage of food utensils; and

- (7) Is properly equipped to allow for the preparation of meals.

**Sec. 22-222. Emergency precautions.**

- (a) Fire precautions must include:
  - (1) Providing suitable fire escapes/exits that must be kept in good repair and accessible at all times;
  - (2) Having a written fire and evacuation plan that sets forth responsibilities and steps to be taken by staff and residents in the event of fire or other emergency;
  - (3) Posting an emergency evacuation plan throughout the facility; and
  - (4) Not storing gasoline operated maintenance equipment, lawn care equipment, and flammable supplies inside the boarding home facility.
- (b) Alarm precautions must include the following:
  - (1) Extinguishers must be sufficiently provided, accessible, checked monthly and recharged annually by a certified person;
  - (2) All fire protection measures must be in accordance with requirements of the local fire authority;
  - (3) Smoke detectors must be hard-wired, working and equipped in each bedroom, in corridors or hallways on each floor, and in laundry and basement areas;
  - (4) If a facility has a resident who is hearing impaired, a boarding house owner/operator must install a visual smoke detector that is capable of alerting a person with a hearing impairment of the presence of fire or smoke; and
  - (5) Carbon monoxide detectors must be working and equipped close to sleeping areas.
- (c) All residents must be shown how to use all emergency exits from the facility within 24 hours of arrival to the facility.

**Sec. 22-223. Inspections.**

The boarding home site must pass all required inspections and the owner/operator must keep a current file of reports and other documentation on-site needed to demonstrate compliance with applicable laws and regulations. The inspections must be signed, dated, and free of any outstanding corrective actions. The following inspections are required:

- (a) Annual inspection by the local fire authority or the state fire marshal;

- (b) Annual inspection of the alarm system by the local fire authority or an inspector authorized to install and inspect such systems;
- (c) Annual kitchen inspection by the local health authority;
- (d) Gas pipe pressure test once every three (3) years by the local gas company or a licensed plumber;
- (e) Annual inspection and maintenance of fire extinguishers by personnel licensed or certified to perform these duties; and
- (f) Annual inspection of liquefied petroleum gas systems by an inspector certified by the state railroad commission.

**Sec. 22-224. Through Sec. 22-245. (Reserved)**

**Sec. 22-246. General conditions.**

- (a) Each owner/operator of a boarding home facility must be responsible for maintaining the dwelling and premises in a clean and sanitary condition.
- (b) Every boarding home facility must be kept in good repair, and so maintained as to promote the health, comfort, safety, and well-being of residents.
- (c) Interior walls, ceilings and floors must be capable of affording privacy and must be maintained free of holes, cracks, loose or deteriorated material, or any other condition that constitutes a hazard to the residents or is a harborage for insects, pests, or vermin.
- (d) Every window, exterior door and basement hatchway must be weathertight, watertight, insect and rodent-proof and must be kept in good working condition.
- (e) Water closets, lavatories, and bathtubs or showers must be:
  - (1) Kept clean and in good repair and must be well-lighted and ventilated;
  - (2) Adequately supplied with toilet paper, soap, and hand towels for each bathroom; and
  - (3) Supplied with nonslip surfaces in bathtub or shower, and curtains or other safe enclosures for privacy.
- (f) Each kitchen in a boarding home must:
  - (1) Be kept in a clean and sanitary condition;
  - (2) Have a food preparation area with a surface area that is smooth, impermeable, free of cracks and easily cleanable, that shall not be used for eating; and
  - (3) Have a refrigerator that is equipped with a thermometer and is

maintained in an operational, clean, and sanitary condition that is adequate to maintain foods at the required temperature.

- (g) Each facility shall meet all applicable state and local sanitary codes.
- (h) Each boarding home facility shall be equipped with a first aid kit as recommended by the American Red Cross.

**Sec. 22-247. Water quality.**

- (a) The water supply must be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure. The water must be obtained from a water supply system approved by the Texas Commission on Environmental Quality (TCEQ).
- (b) Every plumbing fixture, water pipe and waste pipe must be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions and properly connected to an approved sewage disposal system.
- (c) Every boarding home facility utilizing well water must provide water samples at least annually to the permit issuing entity. If the sample results show coliform present, a resample must be taken within seven (7) days of receipt of the results.

**Sec. 22-248. Garbage, refuse and pest control.**

- (a) All garbage and refuse must be kept in watertight, covered containers. The garbage and refuse area must be kept in a clean and sanitary condition. A sufficient number of garbage receptacles must be provided by the boarding home. All garbage, trash and refuse must be removed from the premises frequently to prevent nuisance and unsightly conditions.
- (b) Each owner/operator must be responsible for the extermination of any insects, rodents or other pests in the rooms occupied by residents, storage areas, attics or on the premises and yard.
- (c)

**Sec. 22-249. Linens and laundry.**

All linens and laundry shall be:

- (a) Bagged or placed in a hamper before being transported to the laundry area;
- (b) Properly identified to prevent loss; and
- (c) Not be transported through, sorted, processed, or stored in kitchens, food preparation areas, or food storage areas, if soiled.



**Sec. 22-250. Poisonous, toxic, and flammable materials.**

Poisonous, toxic, and flammable materials shall:

- (a) Be stored and maintained away from bed linens, towels, or kitchen equipment;
- (b) Be prominently and distinctly labeled for easy identification of contents; and
- (c) Not be used in a way that contaminates food equipment or utensils, or in a way that constitutes a hazard to employees or residents.

**Sec. 22-251. Food and drink; meals.**

- (a) After each usage, all eating and drinking utensils shall be thoroughly washed and sanitized in hot water containing a suitable soap or synthetic detergent and rinsed in clean hot water. In the event a mechanical dishwasher is used, dish detergent is required.
- (b) All food and drink shall be:
  - (1) Clean, free from spoilage, pathogenic organisms, toxic chemicals, and other harmful substances;
  - (2) Prepared, stored, handled, and served so as to be safe for human consumption;
  - (3) Maintained at a temperature of 41 degrees Fahrenheit or below for foods subject to spoilage;
  - (4) Maintained at 140 degrees Fahrenheit or above at all times for hot foods ready to serve;
  - (5) Maintained in the freezer at a temperature of 0 degrees Fahrenheit or below for foods stored as frozen; and
  - (6) Stored in food containers that are appropriately labeled, dated, and protected from flies, insects, rodents, dust, and moisture.
- (c) Meals provided by the facility shall be nutritionally balanced and shall provide the USDA recommended daily allowances of vitamins, minerals, and calories.
- (d) With the exception of service animals for persons with disabilities, birds, cats, dogs, or other animals are not permitted in areas in which food is prepared, stored or where utensils are washed or stored.
- (e) Meals shall be served:
  - (1) At least three (3) times per day;

- (2) In sufficient quantity and quality to meet the nutritional needs of the residents;
  - (3) Daily at regular hours, with at least one hot meal per day;
  - (4) With no more than 14 hours between the beginning of the evening meal and the beginning of the morning meal; and
  - (5) With alternative selections for residents on medically prescribed diets.
- (f) A time schedule of meals shall be posted daily.
  - (g) Employees or residents engaged in food handling shall:
    - (1) Observe sanitary methods, including hand washing as appropriate; and
    - (2) Not be assigned to preparing food for others at the facility if carrying a disease that can be transmitted to others.
  - (h) Regardless of the number of residents, each boarding home facility shall hold a valid food handling permit issued by the applicable local or state regulator authority in the name of the owner/operator and for the specific boarding home facility.
  - (i) If preparing meals for residents, staff must have a food-handler's permit.
  - (j) Each boarding home facility shall maintain a minimum food and water supply sufficient for all residents as recommended by the American Red Cross.

**Sec. 22-252. Policies and procedures to ensure resident health and safety.**

- (a) Each owner/operator of a boarding home facility must develop and implement policies and procedures for investigating and documenting injuries, incidents and unusual accidents that involve residents. Owners/operators must also establish policies and procedures necessary to ensure resident health and safety.
  - (1) Minimum requirements for the documentation of injuries, incidents or unusual accidents should include, but are not limited to:
    - (A) Date and time of the injury, incident, or unusual accident occurred;
    - (B) Description of the injury, incident or unusual accident;
    - (C) Description of any medical or mental health treatment the resident received;

(D) Steps taken by the owner/operator to prevent future injuries, incidents, or unusual accidents if a problem at the boarding home facility resulted in the injury, incident, or unusual accident; and,

(E) When the resident's legal guardian or legally authorized representative was notified about the injury, incident, or unusual accident.

(2) Residents, the resident's guardian, or legally authorized representatives should be given access to the records as described in section 5.15.097(a) within 48 hours of requesting the records from the owner/operator.

(b) In addition to investigating and documenting injuries, incidents or unusual accidents, an owner/ operator must report any allegations of abuse, neglect, or exploitation of an adult age 65 or older or an adult with a disability to the state department of family and protective services. Failure to report suspected abuse, neglect or exploitation of an elderly adult or adult with a disability is a class A misdemeanor.

(1) Each owner/operator should ensure that each resident has access to a telephone 24 hours per day that is easily accessible and affords privacy for use by residents.

(2) The owner/operator shall ensure that no resident is harassed, retaliated against, threatened, or intimidated at any time for making a report of abuse, neglect, or exploitation.

(3) Owner/operators will provide each resident with a copy of the definitions of abuse, neglect or exploitation as outlined in chapter 48 of the Human Resources Code.

(4) Owner/operators will allow law enforcement personnel, emergency medical and fire personnel access to the boarding home facility when these professionals are responding to a call at the owner/operator's room and board facility.

(c) No operator or other employee of a boarding home facility shall provide services or engage in behavior that constitutes a financial conflict of interest, including:

(1) Borrowing from or loaning money to residents;

(2) Witnessing wills in which the operator or employee is a beneficiary;

(3) Co-mingling the resident's funds with the operator's or other residents' funds; or,

- (4) Becoming the guardian, conservator, or power of attorney for a resident.
- (d) If an owner/operator becomes the representative payee for a resident or assists a resident with general money management, the owner/operator shall:
- (1) Maintain separate financial records for each resident for which the owner/operator is the representative payee for the entire period of time the owner/operator is the resident's representative payee and continue to maintain the resident's records for one year past the last calendar day the owner/operator is the resident's representative payee;
  - (2) Include in the records an itemized list of expenditures that the owner/operator has made on behalf of the resident, including the charges that are assessed by the owner/operator;
  - (3) Maintain receipts for all expenditures in addition to the itemized documentation;
  - (4) Develop a budget with the resident outlining routine expenditures and ensure that expenditures that are not routine are discussed with the resident before the resident's funds are expended; and
  - (5) The owner/operator will allow the resident, the resident's guardian, or legally authorized representative access to the resident's financial records that are maintained by the owner/ operator within 48 hours of receiving a request.
- (e) An owner/operator of a boarding home facility shall develop a service agreement with each resident and maintain a copy of the agreement signed by the resident.

**Sec. 22-253. Assistance with self-administration of medication.**

Assistance with self-administration of medication may be provided to adult residents who can identify their medication and know when their medication should be taken but require assistance with self- administration. Assistance with self-administration of medication may not be provided to minors.

- (a) Assistance with self-administration of medication is limited to:
- (1) Reminding the resident to take medication;
  - (2) Opening a container, removing medication from a container, and placing medication in a resident's hand or in/on a clean surface, such as a pill cup or medication reminder box, for the resident's self-administration; and

- (3) Reminding the resident when a prescription needs to be refilled.
- (b) All residents' medication must be stored in a locked area. The boarding home facility must provide a central locked storage or individual locked storage areas for each resident's medication.
- (1) If the boarding home facility uses a central medication storage area, a boarding home employee must be available to provide access at all times and each resident's medication must be stored separately from other residents' medications within the storage area.
  - (2) If a resident's medication requires refrigeration, the boarding home facility must provide a refrigerator with a designated and locked storage area or a refrigerator inside a locked medication room.
  - (3) Medications labeled for "external use only" must be stored separately within the locked area.
  - (4) Poisonous substances must be labeled, stored safely, and stored separately from medications within a locked area.
  - (5) If a boarding home facility stores controlled drugs, the facility must adopt and enforce a written policy for preventing the diversion of the controlled drugs.
- (c) Medication that remains in the boarding home facility after a resident is no longer lodging in the facility must be properly disposed of by the owner or operator in accordance with applicable laws.

**Sec. 22-254. Requirements for in-service education of boarding home facility staff.**

- (a) Each owner/operator and employee is subject to the following initial training requirements prior to contact with residents:
- (1) Employer rules and policies;
  - (2) Recognizing and reporting abuse, neglect and exploitation;
  - (3) Resident's rights, including all applicable rights from the following:
    - (A) Texas Human Resource Code, chapter 102, rights of the elderly, as amended;
    - (B) Texas Human Resource Code, chapter 112, developmental disabilities, as amended;
    - (C) Texas Property Code, chapter 301, fair housing practices, as amended; and

- (D) Texas Property Code, chapter 92, residential tenancies, as amended.
- (4) Policies and procedures for contacting emergency personnel when a resident's health or safety is at risk;
- (5) Complaint process specific to the city and the boarding home facility;
- (6) Assistance with self-administration of medication;
- (7) Prevention of injuries, incidents and unusual accidents;
- (8) Emergency, evacuation, and disaster plan; and
- (9) Service specific orientation that includes, but is not limited to:
  - (A) Nutrition, including meal preparation and dietary needs;
  - (B) Sanitation;
  - (C) Laundry; and
  - (D) Housework.
- (b) Each owner/operator and employee is subject to the following ongoing training requirements:
  - (1) Updates and changes in any policies and procedures within ten (10) days of the owner, operator or employee becoming aware of the change;
  - (2) Orientation specific to the needs of each new resident within one (1) day of the resident moving into the home; and
  - (3) Orientation specific to the needs of a resident whose needs have changed due to injury, illness, hospitalization, or other circumstances which affect the resident's needs within one day of the owner, operator, or employee becoming aware of the change.

**Sec. 22-255. Criminal history and background checks.**

- (a) A boarding home facility owner/operator's license to operate a boarding home may be denied, revoked, suspended, or denied for renewal if the owner/operator has been convicted of a criminal offense listed in subsection (c) or (d) of this section, or if the owner/operator has in its employ any person convicted of a criminal offense listed in subsection (c) or (d).
- (b) The owner/operator must complete any state or federal request and release forms that are required to obtain a criminal history report for the owner/operator. In addition to the permit fee, the owner/ operator will provide funding to the city in a manner specified by the city to cover any fees imposed by state or federal agencies for the report.

(c) The following histories will disqualify an owner/operator from obtaining a permit to operate a boarding home or will serve as a bar to being employed by a boarding home facility:

- (1) An offense under chapter 19, Penal Code (criminal homicide);
- (2) An offense under chapter 20, Penal Code (kidnapping and unlawful restraint);
- (3) An offense under section 21.02, Penal Code (continuous sexual abuse of young child or children), or section 21.11, Penal Code (indecenty with a child);
- (4) An offense under section 22.011, Penal Code (sexual assault);
- (5) An offense under section 22.02, Penal Code (aggravated assault);
- (6) An offense under section 22.04, Penal Code (injury to a child, elderly individual, or disabled individual);
- (7) An offense under section 22.041, Penal Code (abandoning or endangering a child);
- (8) An offense under section 22.08, Penal Code (aiding suicide);
- (9) An offense under section 25.031, Penal Code (agreement to abduct from custody);
- (10) An offense under section 25.08, Penal Code (sale or purchase of a child);
- (11) An offense under section 28.02, Penal Code (arson);
- (12) An offense under section 29.02, Penal Code (robbery);
- (13) An offense under section 29.03, Penal Code (aggravated robbery);
- (14) An offense under section 21.08, Penal Code (indecent exposure);
- (15) An offense under section 21.12, Penal Code (improper relationship between educator and student);
- (16) An offense under section 21.15, Penal Code (improper photography or visual recording);
- (17) An offense under section 22.05, Penal Code (deadly conduct);
- (18) An offense under section 22.021, Penal Code (aggravated sexual assault);
- (19) An offense under section 22.07, Penal Code (terroristic threat);
- (20) An offense under section 33.021, Penal Code (online solicitation of

a minor);

(21) An offense under section 34.02, Penal Code (money laundering);

(22) An offense under section 35A.02, Penal Code (Medicaid fraud);

(23) An offense under section 42.09, Penal Code (cruelty to animals);

(24) An offense under section 30.02, Penal Code (burglary);

(25) An offense under chapter 31, Penal Code (theft), that is punishable as a felony; or

(26) A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in this subsection.

(d) A person may not own/operate a boarding home or be employed in a position the duties of which involve direct contact with a resident in a boarding home before the fifth anniversary of the date the person is convicted of any felony offense not listed in subsection (c) or any of the following non- felony offenses:

(1) An offense under section 22.01, Penal Code (assault), that is punishable as a class A misdemeanor;

(2) An offense under section 32.45, Penal Code (misapplication of fiduciary property or property of a financial institution), that is punishable as a class A misdemeanor;

(3) An offense under section 32.46, Penal Code (securing execution of a document by deception), that is punishable as a class A misdemeanor;

(4) An offense under section 37.12, Penal Code (false identification as peace officer);

(5) An offense under section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct); or

(6) A conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in this subsection.

(e) The owner/operator must ensure that all employees, including volunteers who are not residents, have had a background check of conviction records, pending charges and disciplinary board decisions completed within the past two (2) years, and is repeated every year thereafter, and that the individual is not disqualified under the provisions of subsections (c) and (d) of this section. The owner/operator will immediately discharge any employee or volunteer whose criminal history check reveals conviction of a crime that bars employment or volunteer service.



**Sec. 22-256. Assessment and periodic monitoring of residents.**

(a) Owners/operators of a boarding home facility or their designee will complete and document an annual assessment and conduct periodic monitoring to ensure that a resident is capable of self-administering medication and completing basic elements of personal care as listed in subsections (b) and (c). The assessment will be used as a tool to determine if the needs of the resident can be addressed in a boarding home facility or if the resident needs personal care services and/or medication administration that cannot be provided by the boarding home facility.

(b) Elements of the self-administration of medication to be assessed by the boarding home facility owner/operator or designee include the ability to perform each of the following tasks with little assistance:

- (1) Identify the name of the medication;
- (2) Providing a reason for the medication (the owner/operator cannot force the resident to disclose a health condition that is the basis for the medication if the resident refuses); Distinguishing color or shape;
- (3) Preparing correct number of pills (dosage);
- (4) Confirming the time to take medication(s); and
- (5) Reading labels.

(c) Elements of personal care to be assessed by the boarding home facility owner/operator include the ability of each resident to:

- (1) Eat independently;
- (2) Bathe without assistance;
- (3) Dress without assistance; and
- (4) Move and transfer independently;

(d) As a result of an assessment, if an owner/operator finds that a resident is in a state of possible self-neglect due to no longer being able to perform basic elements of personal care as listed in subsection (c) and believes that a higher level of care is needed, the owner/operator is responsible for the following:

- (1) Contacting DFPS by phoning the statewide intake division at 1-800-252-5400;
- (2) Notifying the resident's guardian or legally authorized representative; and
- (3) Contacting the appropriate health or human services authority to advise that the resident requires services beyond what can be provided by the boarding home facility.

(e) A state of self-neglect does not exist if the resident receives outside

professional services that meet the resident's need for personal care or self-administration of medication. In these cases, the resident can remain in the boarding home facility provided that all needs for personal care and self-administration of medication are met.

**Sec. 22-257. through 22-275. (Reserved)**

**Sec. 22-276. Violations; penalty.**

(a) A person who violates any provision of this article, or who fails to perform a duty required by this article, commits an offense.

(b) A licensee, employee, or other person in control of a boarding home facility commits an offense if the person knowingly operates an unsafe facility that represents an immediate threat to the health or safety of a resident, including a situation that has caused, or is likely to cause, serious injury, harm, impairment, or death to a resident.

(c) An offense under this article is punishable by a fine not to exceed:

(1) \$2,000.00 if the provision violated governs fire safety, public health, or sanitation; or

(2) \$500.00 for all other offenses.

(d) A separate offense occurs each day or part of a day that the violation is committed, continued, or permitted.

(e) If the department finds a boarding home facility operating in violation of the standards prescribed by this article and the violations create an immediate threat to the health and safety of a resident in the facility, the department may order immediate closing of all or part of the facility.

(1) The order of immediate closure as prescribed in this subsection (e) is effective immediately on providing written notice of the order to the owner or operator by facsimile, e-mail, or hand-delivery.

(2) The order of closure of all or part of a boarding home facility is valid for ten (10) days after its effective date.

(3) If the licensee does not promptly relocate the residents of the boarding home facility upon receiving the order of closure for that facility, the city shall provide for the relocation of those residents. If possible, the city will relocate those residents to a boarding home facility in the city for which there is a current valid license. The relocation may not be to a facility with a more restrictive environment unless all other reasonable alternatives are exhausted. The department is authorized to seek to recover the cost of relocating the residents from the owner and operator of the closed facility.

(4) The department and the city manager shall expedite any hearing or decision involving an emergency closing order issued under this section.

(f) The city attorney may petition a district court or a county court of law for civil penalties and for injunctive relief to restrain a continuing violation of the standards or licensing requirements for a boarding home facility under this article if the violation creates an immediate threat to the health or safety of the facility residents.

(g) The remedies and procedures in this section and in other laws are cumulative law, and the use of any particular remedy or procedure does not prevent the enforcement of any other law.”.

**Section 3.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**Section 4.** 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 7<sup>th</sup> DAY OF August 2023.

COUNCILMAN FORD  
COUNCILMAN STOLL  
COUNCILMAN PARR  
COUNCILMAN TOWNSEND  
COUNCILMAN DUNAGIN

SECOND READING:

READ, PASSED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21<sup>st</sup> DAY OF August 2023.

COUNCILMAN FORD

COUNCILMAN STOLL

COUNCILMAN PARR

COUNCILMAN TOWNSEND

COUNCILMAN DUNAGIN

Lori Klein Quinn  
LORI KLEIN QUINN, Mayor  
City of Tomball

ATTEST:

Tracylynn Garcia  
TRACYLYNN GARCIA, City Secretary  
City of Tomball

# City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

**Topic:**

Consideration and discussion regarding the Proposed Fiscal Year 2023-2024 Budget

**Background:**

This item is to allow the City Council to continue the discussion regarding the proposed Fiscal Year 2023-2024 Budget during the Regular City Council meeting if needed. All materials for the proposed FY 2023-2024 Budget discussion are in the Budget Workshop agenda packet.

**Origination:** City Manager's Office

**Recommendation:**

n/a

**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 \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date