

NOTICE OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, August 21, 2023
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, August 21, 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:869 0070 2410 Passcode: 211635. 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 Miker Hernandez - Local Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
 1. Announcements
 - **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:**

September 5 – Public Hearing Re: Adopting the City of Tomball’s Budget for FY 2023-2024

September 9 - Second Saturday 5:00 - 9:00 p.m. @ Depot

September 11 - 9/11 Remembrance 8:30 – 9:30 a.m.

September 14 - Mayor’s Kaffeeklatsch 8:30 -10:00 a.m. @ Administrative Services Training Room

September 16 - Freedom 5k Ruck March 8:00 a.m. – 12:00 p.m.

September 23 - GroovFest 11:00 a.m. – 6:00 p.m. @ Depot

September 27- Tomball HS Homecoming Parade 6:00 – 8:00 p.m. @ Depot & Main St.

September 30 - Tomball Museum Classic Car Day 10:00 a.m. – 2:00 p.m. @ Tomball Museum

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

1. Adopt, on Second Reading, Ordinance No. 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 11 (PID 11), including the collection of the 2023 Annual Installment.

2. Adopt, on Second 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.

3. Adopt, on Second 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.

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 August 7, 2023, Special and Regular Tomball City Council Meetings.
2. Approve an Interlocal Agreement between the City of Tomball and the County of Harris for intergovernmental cooperation regarding boarding homes within the City Limits of Tomball, the Harris County Sheriff's Department Boarding Home Taskforce and Authorize the City Manager to Execute said Interlocal Agreement.
3. Approve an agreement with Caldwell Country Chevrolet for two 2023 Chevrolet Tahoes Shop #23-170 and Shop #23-178 through the Buy Board Contract (Contract No. 601-19), for a not-to-exceed amount of \$100,690.00, 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.
4. Reappoint Sherrie Meicher as the City of Tomball's Representative to the Southeast Texas Housing Finance Corporations (SETH) Board of Directors, New Term Expiring January 21, 2026.
5. Approve a Service Agreement with America's Nationwide Netting, Inc. for the purchase and installation of baseball netting at Jerry Matheson Park, for a not-to-

exceed amount of \$77,000 (Bid 2023-18), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2022-2023 Budget.

6. Approve an Agreement with A-K 133 Hwy 249 – Grand Parkway, L.P. for Contribution in Aid of Construction for related expenses for the design and construction of the proposed Grand Parkway Natural Gas Gate, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.
7. Approve an Agreement with LIT Interchange 249 Phase I, LLC for Contribution in Aid of Construction for related expenses for the design and construction of the proposed Grand Parkway Natural Gas Gate, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.
8. Approve a Professional Services Agreement with Freese & Nichols, Inc. for the design of the Baker Drive Water Plant, Project Number 2023-10019, for a not-to-exceed amount of \$1,849,087, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.
9. Approve a Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for design and construction of the interconnect for the proposed Grand Parkway Natural Gas Gate, for a not-to-exceed amount of \$236,762, 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 as a Capital Improvement Project.
10. Approve a Professional Services Agreement with Threshold Land Services for acquisition of utility easements for the FM 2920 Lift Station Consolidation, Project 2019-10008, for a not-to-exceed amount of \$77,646.28, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.
11. Approve an annual Consumer Price Index (CPI) and Fuel Index Adjustment from GFL Environmental (formally WCA Waste Corporation) of 5%, effective October 1, 2023, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all required documentation. This amount is included in the FY 2023-2024 budget.

H. New Business

1. Discussion and Presentation by Tim Crawford regarding “The Cottage Green”, a proposed development along Brown Road between the Tomball Tollway and Quinn Road.
2. Appoint/Reappoint Members to the Tomball Regional Health Foundation Board of Directors for Terms Expiring September 1, 2023
3. Consideration and discussion regarding the Charter Review Committee
4. Approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2023-2024 Budget.
5. Consideration to Approve **Zoning Case Z23-10**: Request by Nathan T. Newman on behalf of NTN Tomball Corner, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-10**

Adopt, on First Reading, Ordinance No. 2023-22, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

6. Consideration to Approve **Zoning Case Z23-11**: Request by ISIDROWS, LLC on behalf of Wendy Lynn Dixon to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the

1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-11**

Adopt, on First Reading, Ordinance No. 2023-23, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

7. Adopt, on First Reading, Ordinance No. 2023-28, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 4, Alcoholic Beverages, by adding a new Section 4-3, Variance procedures; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.
8. Approve Resolution No. 2023-29, a Resolution of the City of Tomball, Texas, amending sections of the Master Fee Schedule for Fiscal Year 2022-2023.
9. Adopt, **on First and Only Reading**, Ordinance No. 2023-26, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2); Approving and Authorizing a Master Indenture of Trust and Second Supplemental Indenture of Trust and other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.
10. Adopt, **on First and Only Reading**, Ordinance No. 2023-27, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #3); Approving and Authorizing a Master Indenture of Trust and First Supplemental Indenture of Trust and other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.
11. Approve Resolution Number 2023-28, a Resolution of the City Council of the City of Tomball, Texas approving an Amended and Restated Reimbursement Agreement relating to the Raburn Reserve Public Improvement District – Improvement Area Three (IA3).

12. Consideration and discussion regarding the Proposed Fiscal Year 2023-2024
Budget

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 17 day of August 2023 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, CMC, CPM
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation 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 21, 2023

Topic:

- **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:**
September 5 – Public Hearing Re: Adopting the City of Tomball’s Budget for FY 2023-2024
September 9 - Second Saturday 5:00 - 9:00 p.m. @ Depot
September 11 - 9/11 Remembrance 8:30 – 9:30 a.m.
September 14 - Mayor’s Kaffeeklatsch 8:30 -10:00 a.m. @ Administrative Services Training Room
September 16 - Freedom 5k Ruck March 8:00 a.m. – 12:00 p.m.
September 23 - GroovFest 11:00 a.m. – 6:00 p.m. @ Depot
September 27- Tomball HS Homecoming Parade 6:00 – 8:00 p.m. @ Depot & Main St.
September 30 - Tomball Museum Classic Car Day 10:00 a.m. – 2:00 p.m. @ Tomball Museum

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 21, 2023

Topic:

Adopt, on Second 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 11 (PID 11), 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 11 (PID 11) 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 11 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 11 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 11 (PID 11).

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 7TH 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 21ST 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 Interest¹** – 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
Total Annual Collection Costs	\$40,799.47

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
Total Annual Installment	\$380,205.73

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

¹ 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)	<u>\$317,826</u>	<u>\$316,454</u>	<u>\$315,986</u>	<u>\$315,376</u>	<u>\$314,624</u>
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
Total Annual Installment	(4) = (1) + (2) + (3)	<u>\$380,206</u>	<u>\$379,294</u>	<u>\$379,294</u>	<u>\$379,153</u>	<u>\$378,871</u>

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 ^[a]					Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
			Outstanding Assessment ^[b]	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 ^[a]					Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest			
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 ^[a]					Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest			
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 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$4,315,999.71	\$71,000.00	\$246,826.26	\$21,580.00	\$40,799.47	\$ 380,206.08

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
Total	<u>\$2,490,000.00</u>	<u>\$1,860,642.85</u>	<u>\$4,350,642.85</u>

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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 RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

Annual Installments – Improvement Area #1 – Lot Type 1

Installment Due January 31,	Principal	Interest ^[a]	Additional Interest ^[b]	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
Total	\$ 33,223.23	\$ 35,846.77	\$ 3,072.07	12,183.16	\$ 84,325.23

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 RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

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§

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

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

Notary Public, State of Texas]⁴

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

Annual Installments – Improvement Area #1 – Lot Type 2

Installment Due January 31,	Principal	Interest ^[a]	Additional Interest ^[b]	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
Total	\$ 37,250.29	\$ 40,191.83	\$ 3,444.44	\$ 13,659.90	\$ 94,546.47

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 Second 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:

First Reading was approved during the August 7, 2023, Regular City Council Meeting. 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 _____

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 7th 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 7TH 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 21ST 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



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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:

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit A-4	Improvement Area #3 Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Improvement Area #2 Assessment Roll
Exhibit I	Improvement Area #2 Annual Installments
Exhibit J	Improvement Area #3 Assessment Roll
Exhibit K	Improvement Area #3 Annual Installments
Exhibit L	Maximum Assessment and Special Benefit per Lot Type
Exhibit M	Concept Plan
Exhibit N	Improvement Area #1 Improvements Maps
Exhibit O	Improvement Area #2 Improvements Maps
Exhibit P	Improvement Area #3 Improvement Maps
Exhibit Q	Notice of PID Assessment Termination
Exhibit R	Improvement Area #1 Plat
Exhibit S	Improvement Area #2 Plat
Exhibit T	Improvement Area #3 Plat
Exhibit U	District Engineer's Report
Exhibit V-1	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;

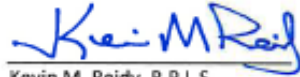
THENCE, South 87°22'37" West, a distance of 572.93 feet to a capped 5/8 inch iron rod stamped "E.H.R.A. 713-784-4500" set marking an interior corner of said 105.0452 acre tract and the herein described tract;

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

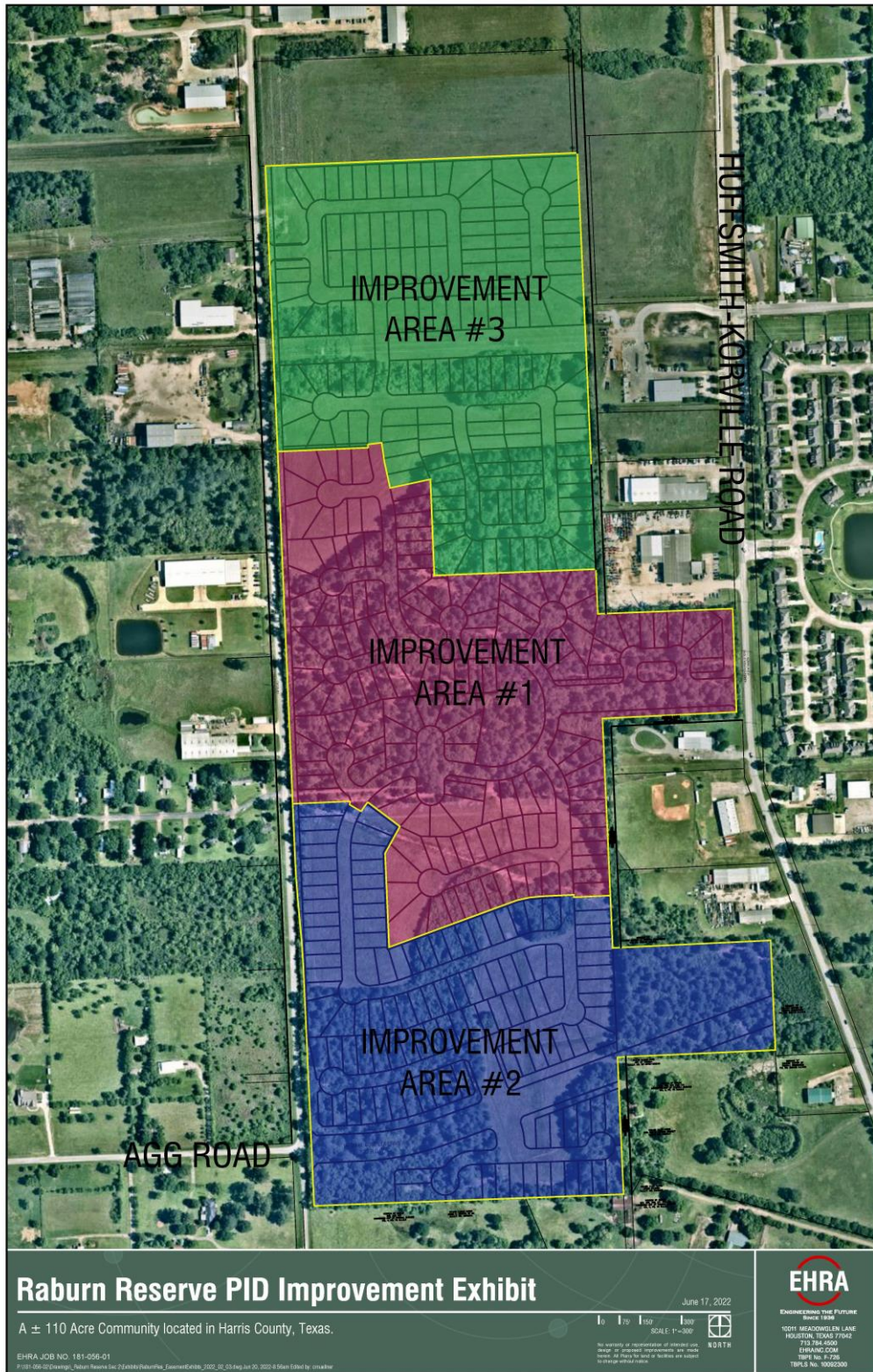


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	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
Total	\$	17,564,308		\$ 5,843,420		\$ 5,255,127		\$ 6,465,761

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
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 334,788.80	\$ 330,592.08	\$ 332,442.40	\$ 334,098.42	\$ 334,492.99

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
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 441,256.30	\$ 453,422.69	\$ 453,127.69	\$ 453,587.69	\$ 452,740.19

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
Total Annual Installment	(4)=(1)+(2)+(3)	\$ 286,135.14	\$ 480,227.20	\$ 481,032.90	\$ 481,311.54	\$ 480,283.36

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
Sources of Funds				
Improvement Area #1 Bonds ^{[a],[e]}	\$ 4,178,000	\$ -	\$ -	\$ 4,178,000
Owner Contribution ^[b]	1,665,420	81,127	817,761	2,564,308
Improvement Area #2 Bonds ^[f]	-	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
Total Sources	\$ 5,843,420	\$ 5,255,127	\$ 6,465,761	\$ 17,564,308
Uses of Funds				
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ -	\$ 5,017,795
Improvement Area #2 Improvements	-	4,141,950	-	4,141,950
Improvement Area #3 Improvements ^[c]	-	-	5,601,663	5,601,663
	\$ 5,017,795	\$ 4,141,950	\$ 5,601,663	\$ 14,761,409
<i>Bond Issuance Costs ^[d]</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
	\$ 765,625	\$ 1,081,577	\$ 834,098	\$ 2,681,299
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 60,000	\$ 31,600	\$ 30,000	\$ 121,600
	\$ 60,000	\$ 31,600	\$ 30,000	\$ 121,600
Total Uses	\$ 5,843,420	\$ 5,255,127	\$ 6,465,761	\$ 17,564,308

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 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
141-629-001-0001	Block 1, Lot 1	1	\$ 30,511.28	\$ 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 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
141-629-001-0041	Block 1, Lot 41	1	\$ 30,511.28	\$ 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 ^[e]	\$ 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 ^[a]					
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
141-629-002-0023	Block 2, Lot 23	1	\$ 30,511.28	\$ 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 ^[a]					Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[c]		
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total			\$ 4,053,750.23	\$73,922.50	\$191,858.43	\$12,000.00	\$57,007.87	\$ 334,788.65	

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 ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
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
Total	\$ 2,397,486.44	\$ 1,581,661.53	\$ 1,656,263.55	\$ 1,772,377.50	\$ 198,950.00	\$ 1,539,212.49	\$ 9,145,951.51

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 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-001-0001	Block 1, Lot 1	2	\$ 43,847.46	\$ 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 ^[a]						
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 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
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 ^[b]					
			Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
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 ^[b]					
Property ID	Lot and Block	Lot Type	Outstanding Assessment ^[c]	Principal	Interest	Additional Interest	Annual Collection Costs ^[d]	Annual Installment Due 1/31/24 ^[e]
145-555-004-0020	RES C Block 4 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-004-0021	RES D Block 4 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-005-0001	RES B Block 5 (Open Space)	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145-555-005-0002	ROW - All Streets	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$5,174,000.28	\$68,000.00	\$ 305,881.11	\$ 25,870.00	\$ 41,505.19	\$ 441,256.28

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 ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
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
Total	\$ 2,430,000.00	\$ 3,054,375.88	\$ 2,744,000.00	\$ 2,999,481.11	\$ 1,301,070.00	\$ 1,203,650.51	\$ 13,599,819.12

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 ^[a]						
		Outstanding Assessment ^[b]	Principal	Interest	Additional Interest ^[f]	Annual Collection Costs ^[c]	Annual Installment Due 1/31/24 ^{[d],[e]}	
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	
Total		\$ 5,648,000.00	\$ -	\$ 229,045.14	\$ 27,090.00	\$ 30,000.00	\$ 286,135.14	

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
Total	\$ 3,340,000.00	\$ 4,163,607.64	\$ 2,308,000.00	\$ 2,535,260.80	\$ 658,715.00	\$ 1,217,042.38	\$ 14,222,625.82

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

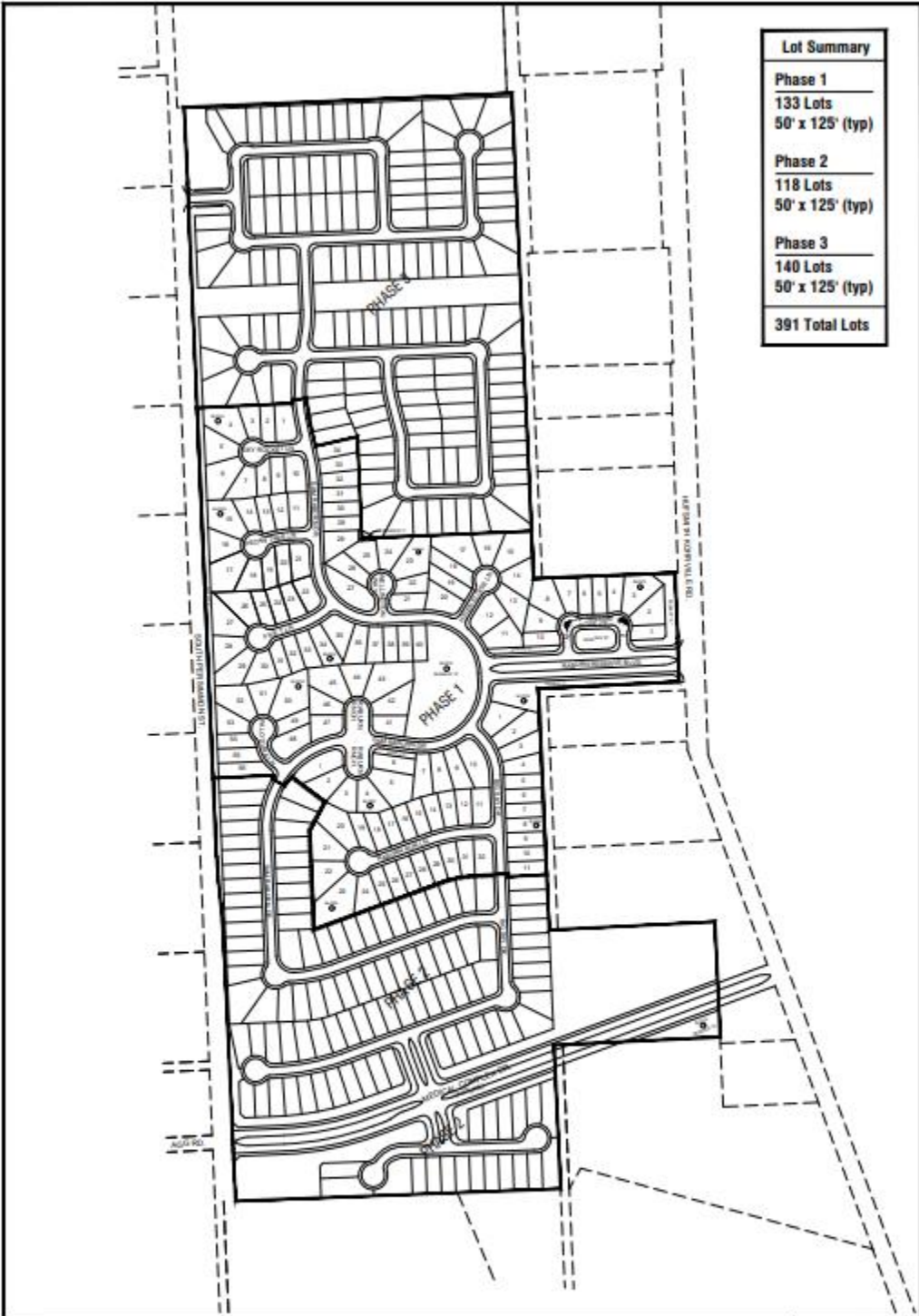
Lot Type	Units	Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Improvement Area #3 Assessment		Total Maximum Assessment ^[b]		Average Annual Installment		Gross PID TRE	Total Tax Stack
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	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
Subtotal	133		\$ 58,786,000		\$ 4,053,750		\$ -		\$ -		\$ 4,053,750		\$ 338,739		
<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
Subtotal	118		\$ 52,156,000		\$ -		\$ 5,174,000		\$ -		\$ 5,174,000		\$ 468,959		
<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
Subtotal	140		\$ 63,000,000		\$ -		\$ -		\$ 5,648,000		\$ 5,648,000		\$ 480,569		
Total/Weighted Average	391		\$173,942,000		\$ 4,053,750		\$ 5,174,000		\$ 5,648,000		\$ 14,875,750				

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

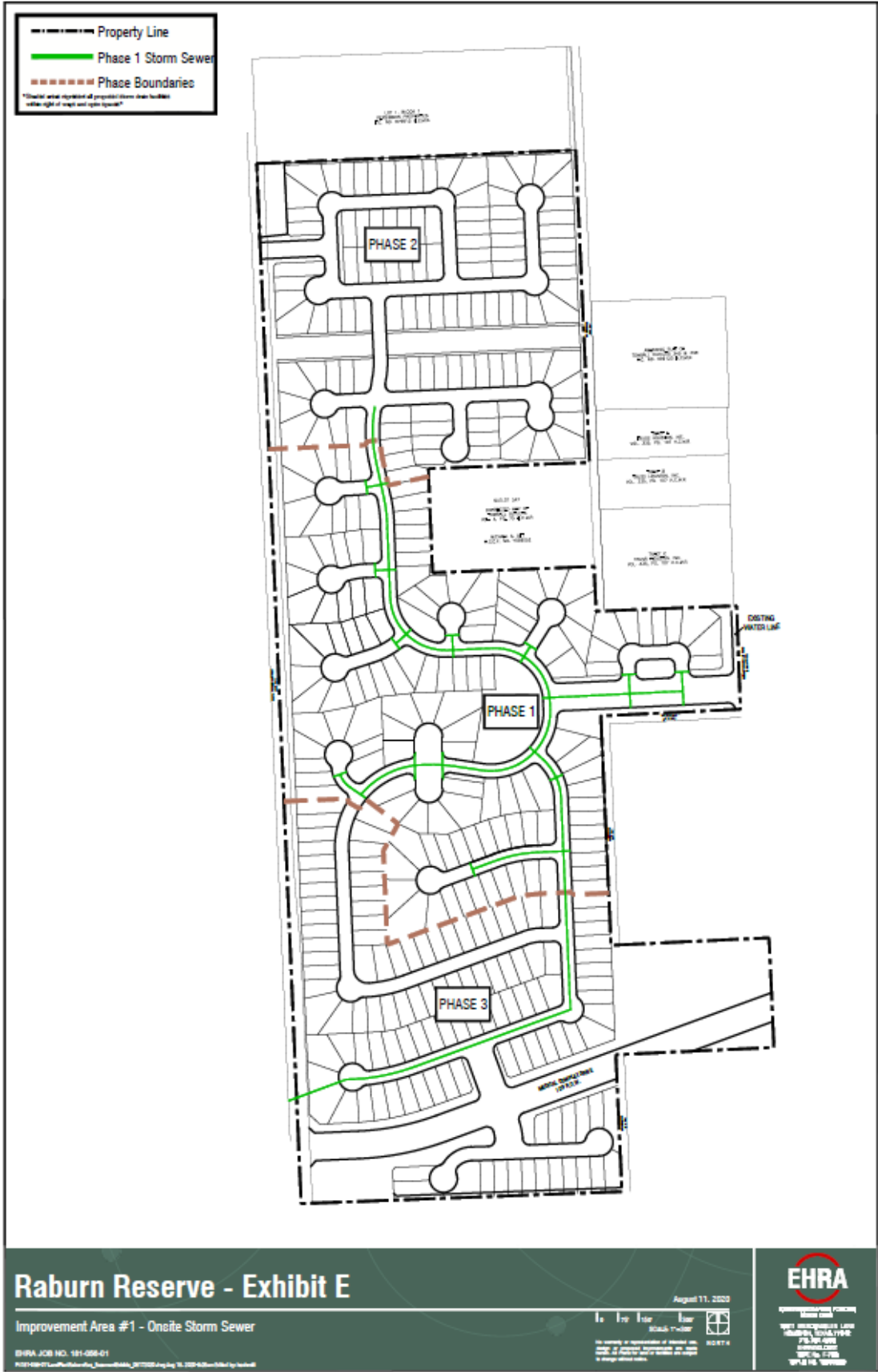
Engineering & Surveying

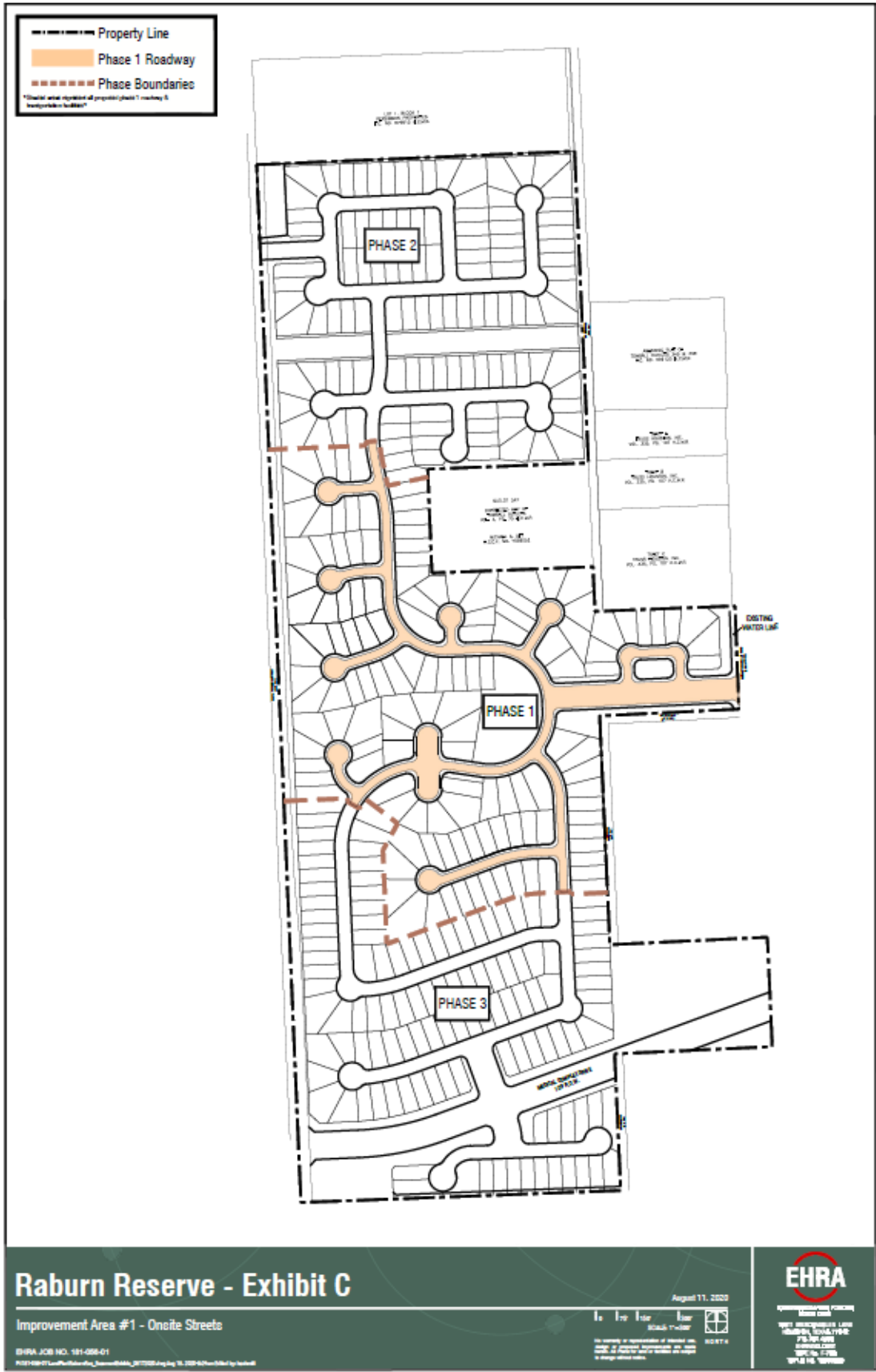
10000 North Loop West, Suite 1000, Houston, TX 77067

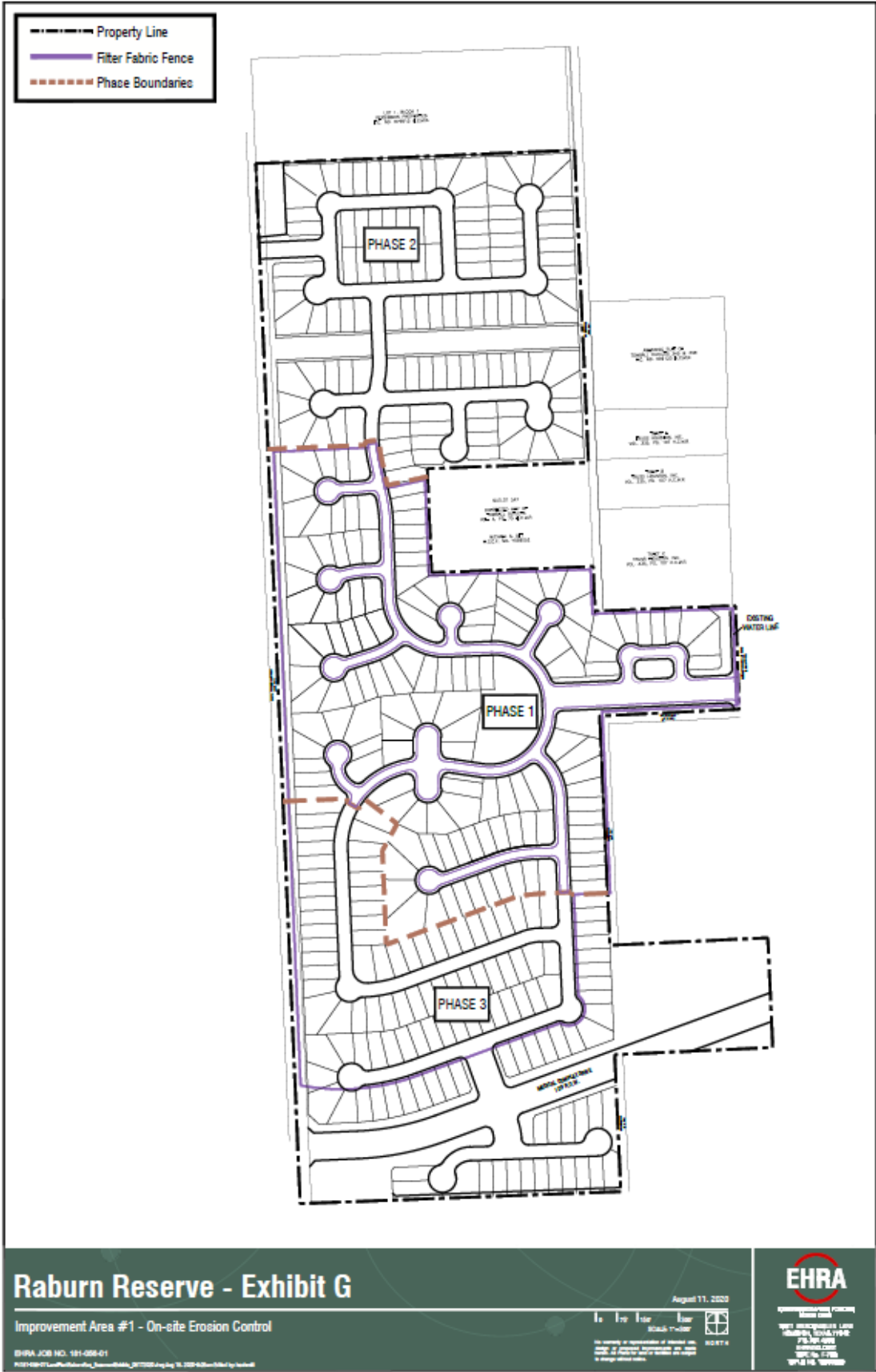
PHASE 1

PHASE 2

PHASE 3







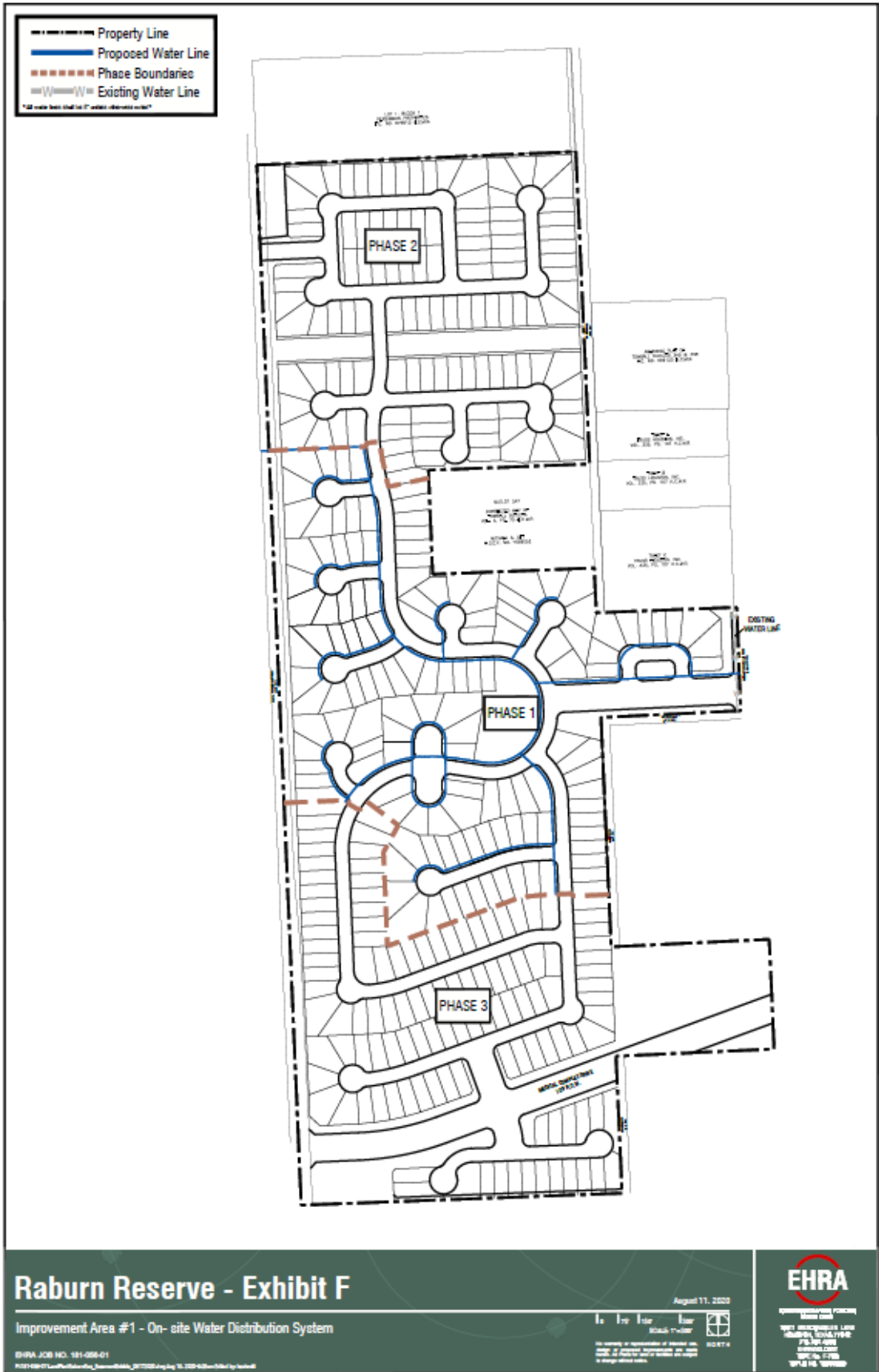
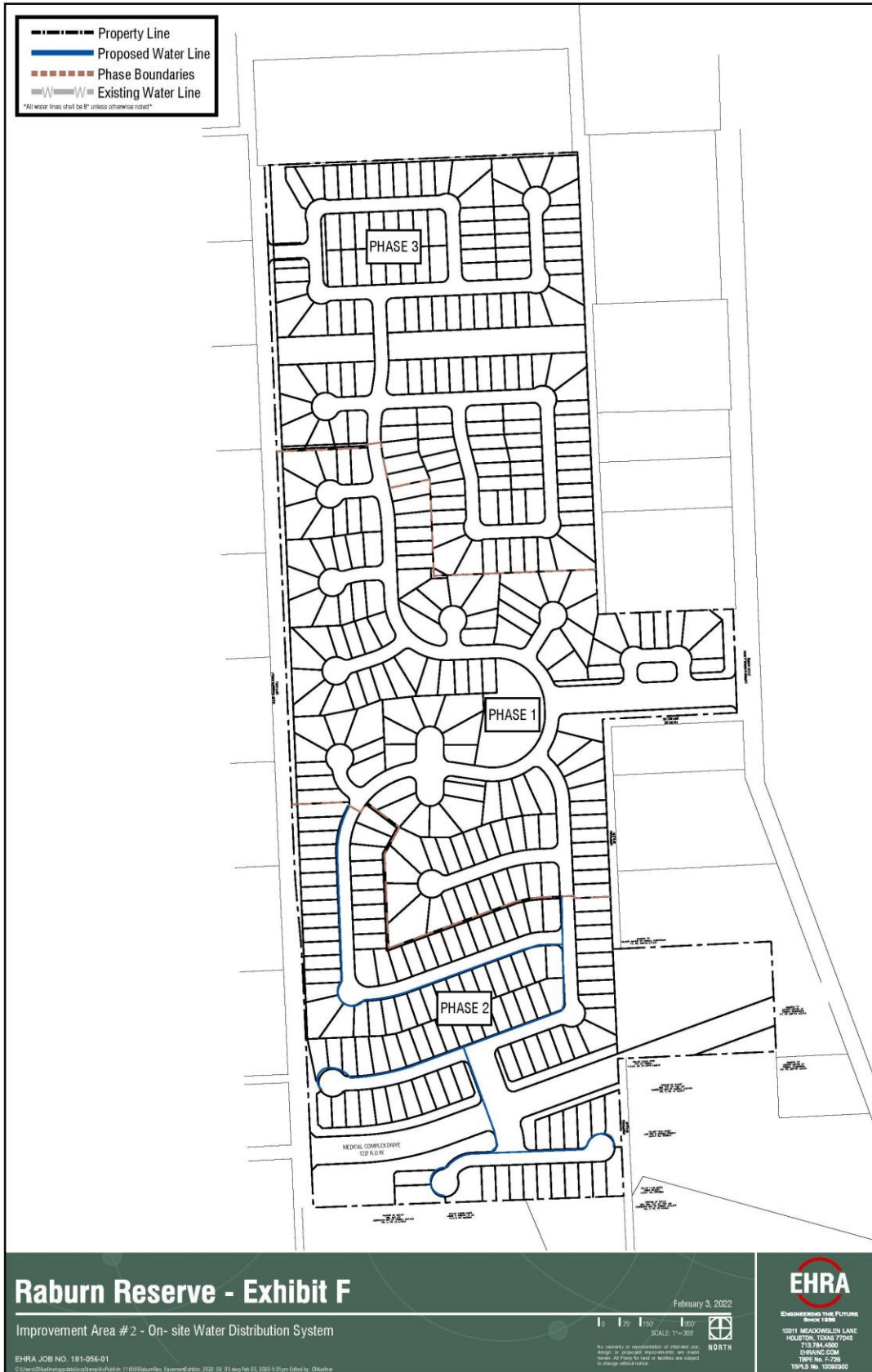


EXHIBIT O – IMPROVEMENT AREA #2 IMPROVEMENTS MAPS







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_181-056-01_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
 10011 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.dwg 1/6/2022 10:03:00 AM (Drawn by: JBarber)

February 3, 2022

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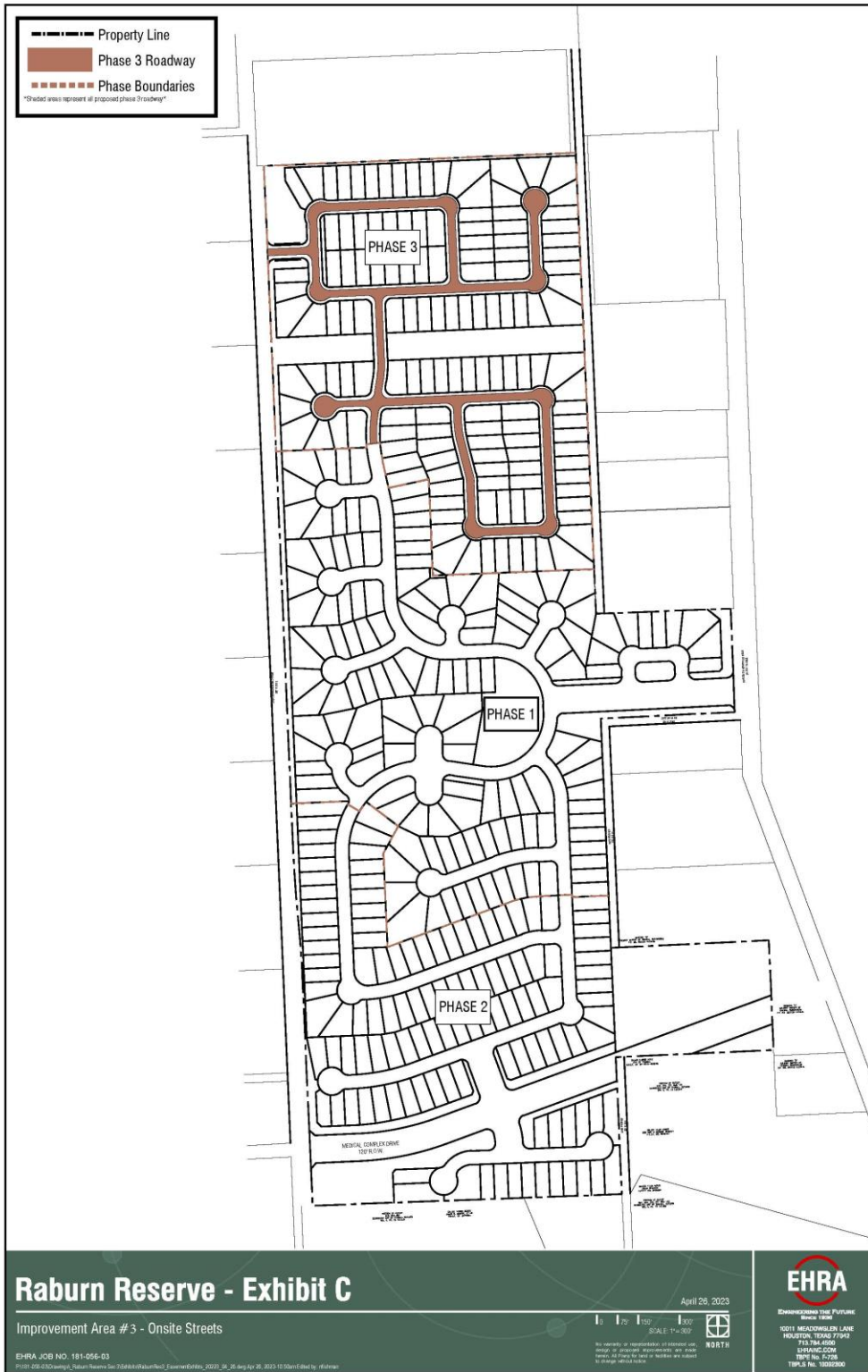


No warranty or representation of product use, design or installation is made. All Plans for land or facilities are subject to ground actual conditions.



EHRA
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 10311 MIDCOURT LANE
 HOUSTON, TEXAS 77042
 713.704.0000
 SERVICE@EHRA.COM
 TRF# No. E-728
 TRF# No. 1000540

EXHIBIT P – IMPROVEMENT AREA #3 IMPROVEMENTS MAPS





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

0 75 150 300
 SCALE: 1"=300'



No warranty or representation of proposed use, design, or construction is made. All plans are subject to change without notice.



EMPOWERING THE FUTURE
 SINCE 1986
 10711 MIDCOWHILL LANE
 HOUSTON, TEXAS 77042
 713.744.4500
 EHP@EHRA.COM
 TRF# 191-056-03
 TRF# 191-056-03



Raburn Reserve - Exhibit E

Improvement Area #3 - Onsite Storm Sewer

April 26, 2023

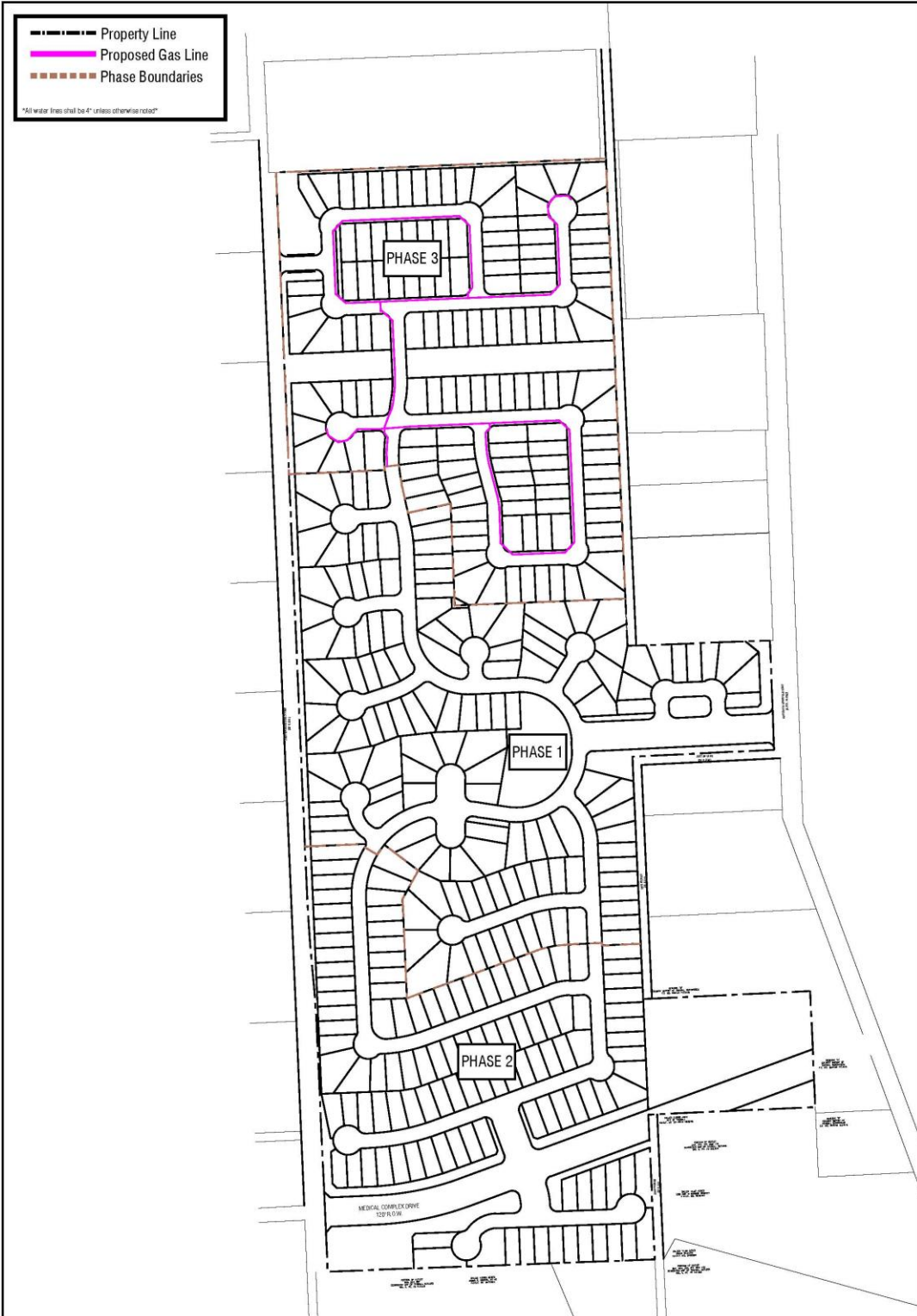
EHRA
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 SINCE 1986
 10711 MIDCOWHILL LANE
 HOUSTON, TEXAS 77042
 713.744.4500
 EHRA@EHRA.COM
 TRF# No. E-728
 TRF# No. 10222900

Scale: 1" = 300'

North Arrow

EHRA JOB NO. 191-056-03
 PHASE 3: 03/20/2023; PHASE 2: 03/20/2023; PHASE 1: 03/20/2023; 04/26/2023 10:47 AM Edited by: r4d/raa

No warranty or representation of proposed use, design, or proposed improvements are made herein. All Plans for land or facilities are subject to proposed utility facilities.



Raburn Reserve - Exhibit H

Improvement Area #3 - On-site Gas Distribution System

EHRA JOB NO. 191-056-03
 PH311 000-00000001_Raburn Reserve Gas Distribution System 2023_04_26.dwg May 10, 2023 4:42 pm Edited by: d4dhan

April 26, 2023



EMPOWERING THE FUTURE
 SINCE 1986
 10111 MIDCOWHILL LANE
 HOUSTON, TEXAS 77042
 713.744.4500
 EHQ@EHRA.COM
 TRF# No. E-728
 TRF# No. 10022900

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, sole member of Hives Raburn Reserve Development LP, owner, hereinafter referred to as Owners (either one or more), of the 100.0452 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 easement 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 defined the file on the land as dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed canal 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 through the plat with outlets 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') wide on each side of the center line of any and all existing drainage canals, 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, holdings, 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, sole member of Hives Raburn Reserve Development LP, hereinafter designated this _____ day of _____, 2020.

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 20th day of July, 2020.

Sherry Bell
Sherry Bell, Notary Public in and for Harris County, Texas
My Commission expires: 08/15/23

1. Chris Hedges, County Clerk of Harris County, do hereby certify that the within instrument was duly recorded in the public records of Harris County, Texas, on August 14, 2020, at 10:58:00 A.M., and is indexed on August 14, 2020, at 10:58:00 A.M., and is File Code Number 164305 of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

Chris Hedges
County Clerk
of Harris County, Texas

By: *Kevin M. Reidy*
Kevin M. Reidy
Registered Professional Land Surveyor
Texas Registration No. 6450

CURVE TABLE

LINE NO.	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1	N 00° 00' 00" E	100.00	N 00° 00' 00" E	100.00	0.00	0° 00' 00"
2	S 00° 00' 00" E	100.00	S 00° 00' 00" E	100.00	0.00	0° 00' 00"
3	W 00° 00' 00" E	100.00	W 00° 00' 00" E	100.00	0.00	0° 00' 00"
4	N 00° 00' 00" E	100.00	N 00° 00' 00" E	100.00	0.00	0° 00' 00"

LINE TABLE

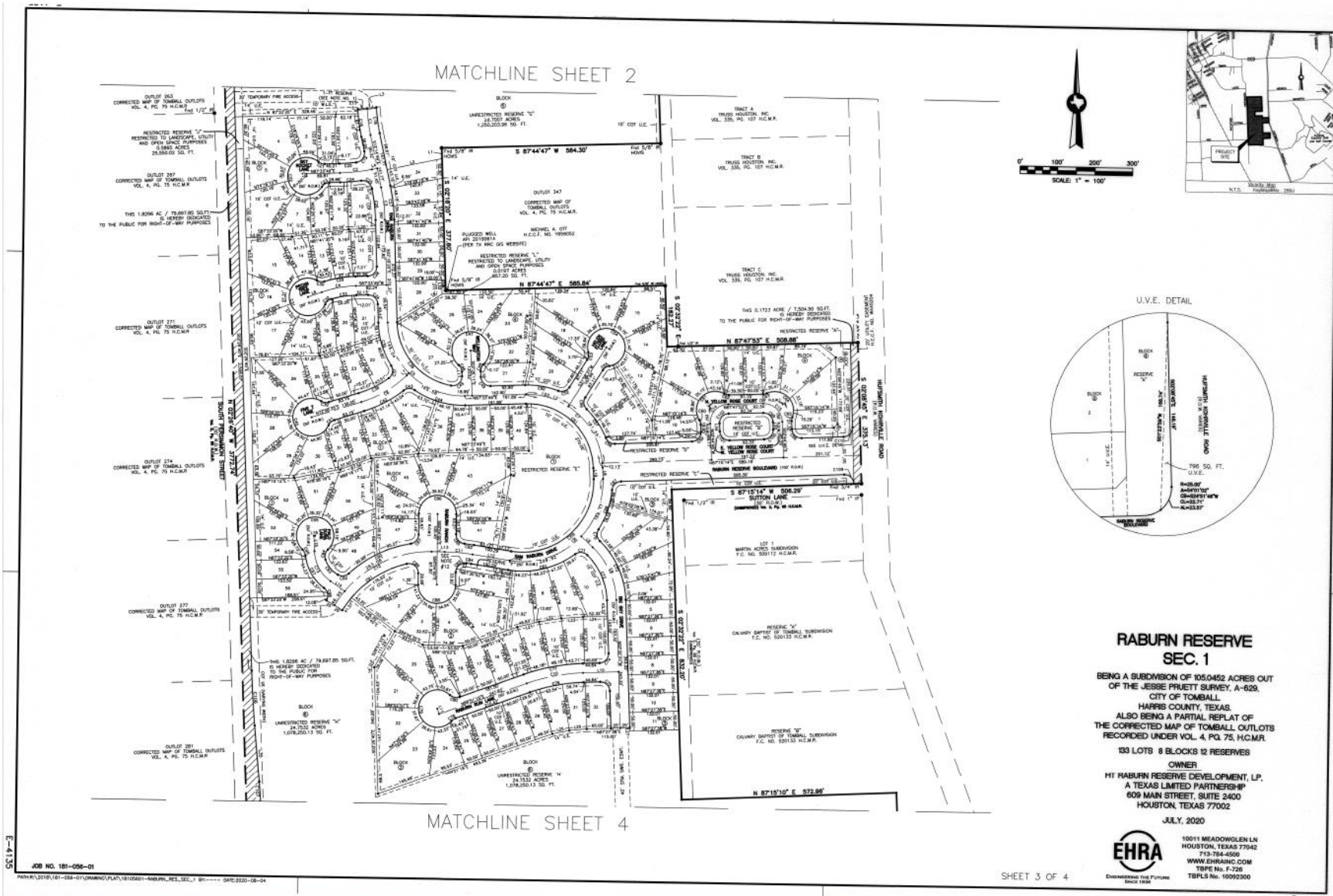
LINE NO.	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1	N 00° 00' 00" E	100.00	N 00° 00' 00" E	100.00	0.00	0° 00' 00"
2	S 00° 00' 00" E	100.00	S 00° 00' 00" E	100.00	0.00	0° 00' 00"
3	W 00° 00' 00" E	100.00	W 00° 00' 00" E	100.00	0.00	0° 00' 00"
4	N 00° 00' 00" E	100.00	N 00° 00' 00" E	100.00	0.00	0° 00' 00"

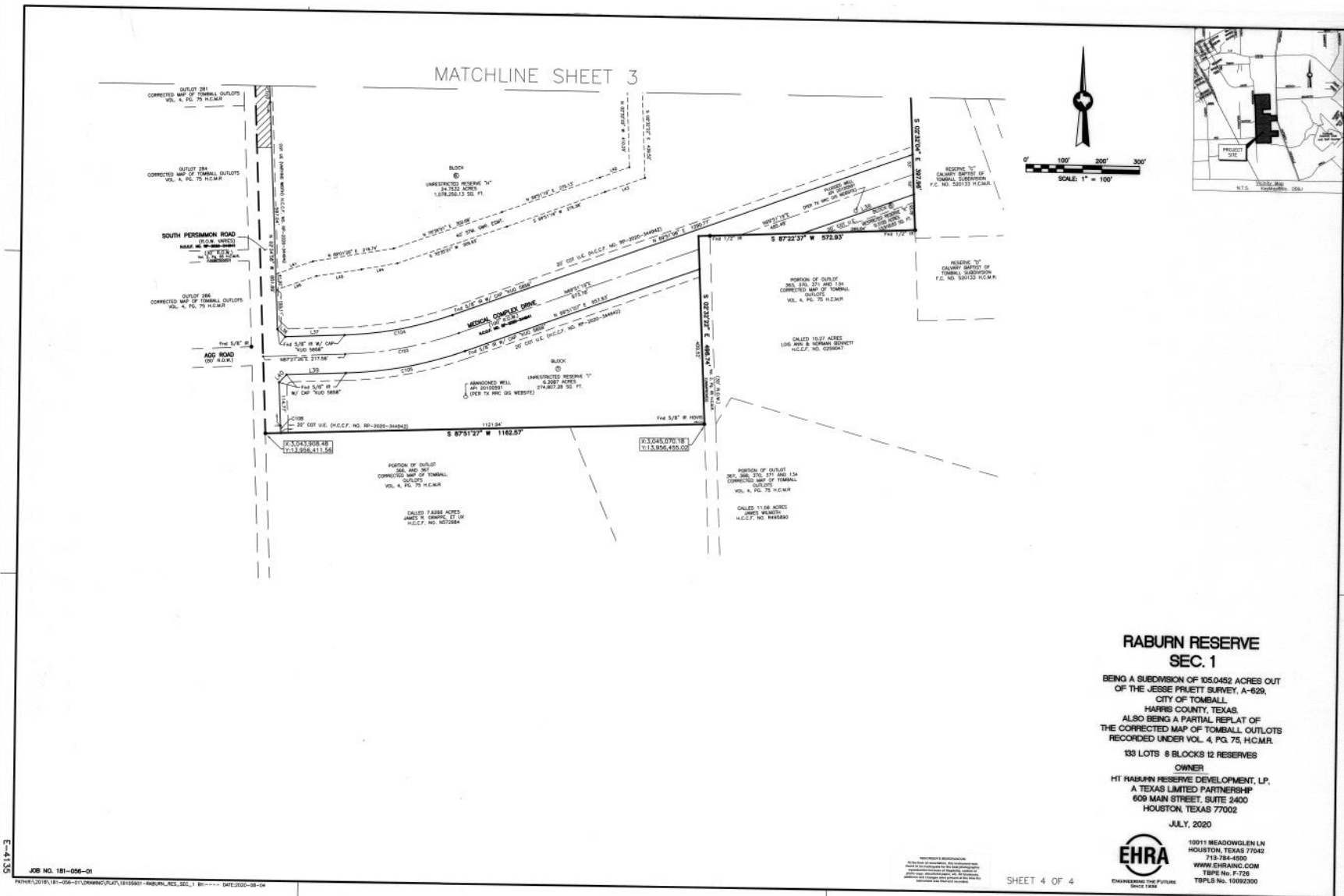
LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
1	10000.00	0.229568
2	10000.00	0.229568
3	10000.00	0.229568
4	10000.00	0.229568

RESERVE INFORMATION TABLE

RESERVE	DESCRIPTION	RESERVE TABLE	AREA
A	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	5.124	0.0011781444 AC. (0.16%)
B	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	0.218	0.0004924800 AC. (0.07%)
C	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	0.587	0.0013243680 AC. (0.19%)
D	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	1.112	0.0025047040 AC. (0.36%)
E	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	1.637	0.0036850400 AC. (0.52%)
F	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	2.162	0.0048653760 AC. (0.69%)
G	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	2.687	0.0060457120 AC. (0.86%)
H	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	3.212	0.0072260480 AC. (1.02%)
I	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	3.737	0.0084063840 AC. (1.19%)
J	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	4.262	0.0095867200 AC. (1.35%)
K	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	4.787	0.0107670560 AC. (1.52%)
L	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	5.312	0.0119473920 AC. (1.68%)
M	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	5.837	0.0131277280 AC. (1.85%)
N	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	6.362	0.0143080640 AC. (2.01%)
O	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	6.887	0.0154884000 AC. (2.18%)
P	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	7.412	0.0166687360 AC. (2.34%)
Q	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	7.937	0.0178490720 AC. (2.51%)
R	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	8.462	0.0190294080 AC. (2.67%)
S	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	8.987	0.0202097440 AC. (2.84%)
T	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	9.512	0.0213900800 AC. (3.00%)
U	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	10.037	0.0225704160 AC. (3.17%)
V	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	10.562	0.0237507520 AC. (3.33%)
W	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	11.087	0.0249310880 AC. (3.50%)
X	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	11.612	0.0261114240 AC. (3.66%)
Y	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	12.137	0.0272917600 AC. (3.83%)
Z	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	12.662	0.0284720960 AC. (3.99%)
AA	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	13.187	0.0296524320 AC. (4.16%)
AB	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	13.712	0.0308327680 AC. (4.32%)
AC	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	14.237	0.0320131040 AC. (4.49%)
AD	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	14.762	0.0331934400 AC. (4.65%)
AE	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	15.287	0.0343737760 AC. (4.82%)
AF	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	15.812	0.0355541120 AC. (4.98%)
AG	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	16.337	0.0367344480 AC. (5.15%)
AH	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	16.862	0.0379147840 AC. (5.31%)
AI	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	17.387	0.0390951200 AC. (5.48%)
AJ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	17.912	0.0402754560 AC. (5.64%)
AK	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	18.437	0.0414557920 AC. (5.81%)
AL	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	18.962	0.0426361280 AC. (5.97%)
AM	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	19.487	0.0438164640 AC. (6.14%)
AN	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	20.012	0.0449968000 AC. (6.30%)
AO	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	20.537	0.0461771360 AC. (6.47%)
AP	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	21.062	0.0473574720 AC. (6.63%)
AQ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	21.587	0.0485378080 AC. (6.80%)
AR	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	22.112	0.0497181440 AC. (6.96%)
AS	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	22.637	0.0508984800 AC. (7.13%)
AT	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	23.162	0.0520788160 AC. (7.29%)
AU	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	23.687	0.0532591520 AC. (7.46%)
AV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	24.212	0.0544394880 AC. (7.62%)
AW	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	24.737	0.0556198240 AC. (7.79%)
AX	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	25.262	0.0568001600 AC. (7.95%)
AY	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	25.787	0.0579804960 AC. (8.12%)
AZ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	26.312	0.0591608320 AC. (8.28%)
BA	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	26.837	0.0603411680 AC. (8.45%)
BB	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	27.362	0.0615215040 AC. (8.61%)
BC	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	27.887	0.0627018400 AC. (8.78%)
BD	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	28.412	0.0638821760 AC. (8.94%)
BE	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	28.937	0.0650625120 AC. (9.11%)
BF	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	29.462	0.0662428480 AC. (9.27%)
BG	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	29.987	0.0674231840 AC. (9.44%)
BH	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	30.512	0.0686035200 AC. (9.60%)
BI	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	31.037	0.0697838560 AC. (9.77%)
BJ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	31.562	0.0709641920 AC. (9.93%)
BK	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	32.087	0.0721445280 AC. (10.10%)
BL	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	32.612	0.0733248640 AC. (10.26%)
BM	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	33.137	0.0745052000 AC. (10.43%)
BN	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	33.662	0.0756855360 AC. (10.59%)
BO	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	34.187	0.0768658720 AC. (10.76%)
BP	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	34.712	0.0780462080 AC. (10.92%)
BQ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	35.237	0.0792265440 AC. (11.09%)
BR	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	35.762	0.0804068800 AC. (11.25%)
BS	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	36.287	0.0815872160 AC. (11.42%)
BT	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	36.812	0.0827675520 AC. (11.58%)
BU	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	37.337	0.0839478880 AC. (11.75%)
BV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	37.862	0.0851282240 AC. (11.91%)
BW	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	38.387	0.0863085600 AC. (12.08%)
BX	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	38.912	0.0874888960 AC. (12.24%)
BY	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	39.437	0.0886692320 AC. (12.41%)
BZ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	39.962	0.0898495680 AC. (12.57%)
CA	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	40.487	0.0910299040 AC. (12.74%)
CB	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	41.012	0.0922102400 AC. (12.90%)
CC	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	41.537	0.0933905760 AC. (13.07%)
CD	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	42.062	0.0945709120 AC. (13.23%)
CE	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	42.587	0.0957512480 AC. (13.40%)
CF	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	43.112	0.0969315840 AC. (13.56%)
CG	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	43.637	0.0981119200 AC. (13.73%)
CH	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	44.162	0.0992922560 AC. (13.89%)
CI	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	44.687	0.1004725920 AC. (14.06%)
CJ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	45.212	0.1016529280 AC. (14.22%)
CK	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	45.737	0.1028332640 AC. (14.39%)
CL	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	46.262	0.1040136000 AC. (14.55%)
CM	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	46.787	0.1051939360 AC. (14.72%)
CN	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	47.312	0.1063742720 AC. (14.88%)
CO	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	47.837	0.1075546080 AC. (15.05%)
CP	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	48.362	0.1087349440 AC. (15.21%)
CQ	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	48.887	0.1099152800 AC. (15.38%)
CR	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	49.412	0.1110956160 AC. (15.54%)
CS	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	49.937	0.1122759520 AC. (15.71%)
CT	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	50.462	0.1134562880 AC. (15.87%)
CU	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	50.987	0.1146366240 AC. (16.04%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	51.512	0.1158169600 AC. (16.20%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	52.037	0.1170000000 AC. (16.37%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	52.562	0.1181830400 AC. (16.53%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	53.087	0.1193660800 AC. (16.70%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	53.612	0.1205491200 AC. (16.86%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	54.137	0.1217321600 AC. (17.03%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	54.662	0.1229152000 AC. (17.19%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	55.187	0.1240982400 AC. (17.36%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	55.712	0.1252812800 AC. (17.52%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	56.237	0.1264643200 AC. (17.69%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	56.762	0.1276473600 AC. (17.85%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	57.287	0.1288304000 AC. (18.02%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	57.812	0.1299950400 AC. (18.18%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	58.337	0.1311796800 AC. (18.35%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	58.862	0.1323643200 AC. (18.51%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	59.387	0.1335489600 AC. (18.68%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	59.912	0.1347336000 AC. (18.84%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	60.437	0.1359182400 AC. (19.01%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	60.962	0.1371028800 AC. (19.17%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	61.487	0.1382875200 AC. (19.34%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	62.012	0.1394721600 AC. (19.50%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	62.537	0.1406568000 AC. (19.67%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	63.062	0.1418414400 AC. (19.83%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	63.587	0.1430260800 AC. (20.00%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	64.112	0.1442107200 AC. (20.16%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	64.637	0.1453953600 AC. (20.33%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	65.162	0.1465800000 AC. (20.49%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	65.687	0.1477646400 AC. (20.66%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	66.212	0.1489492800 AC. (20.82%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	66.737	0.1501339200 AC. (21.00%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	67.262	0.1513185600 AC. (21.16%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	67.787	0.1525032000 AC. (21.33%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	68.312	0.1536878400 AC. (21.49%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	68.837	0.1548724800 AC. (21.66%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	69.362	0.1560571200 AC. (21.82%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	69.887	0.1572417600 AC. (22.00%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	70.412	0.1584264000 AC. (22.16%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	70.937	0.1596110400 AC. (22.33%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	71.462	0.1607956800 AC. (22.49%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	71.987	0.1619803200 AC. (22.66%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	72.512	0.1631649600 AC. (22.82%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	73.037	0.1643496000 AC. (23.00%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	73.562	0.1655342400 AC. (23.16%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	74.087	0.1667188800 AC. (23.33%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	74.612	0.1679035200 AC. (23.49%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	75.137	0.1690881600 AC. (23.66%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	75.662	0.1702728000 AC. (23.82%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	76.187	0.1714574400 AC. (24.00%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	76.712	0.1726420800 AC. (24.16%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	77.237	0.1738267200 AC. (24.33%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	77.762	0.1750113600 AC. (24.49%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS	78.287	0.1761960000 AC. (24.66%)
CV	LANDSCAPE, UTILITY AND OPEN SPACE CORRIDORS		





**RABURN RESERVE
SEC. 1**

BEING A SUBDIVISION OF 135,0452 ACRES OUT
OF THE JESSE PRALETT 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.
135 LOTS & BLOCKS 12 RESERVES
OWNER
HT RABURN RESERVE DEVELOPMENT, LP,
A TEXAS LIMITED PARTNERSHIP
609 MAIN STREET, SUITE 2400
HOUSTON, TEXAS 77002
JULY, 2020

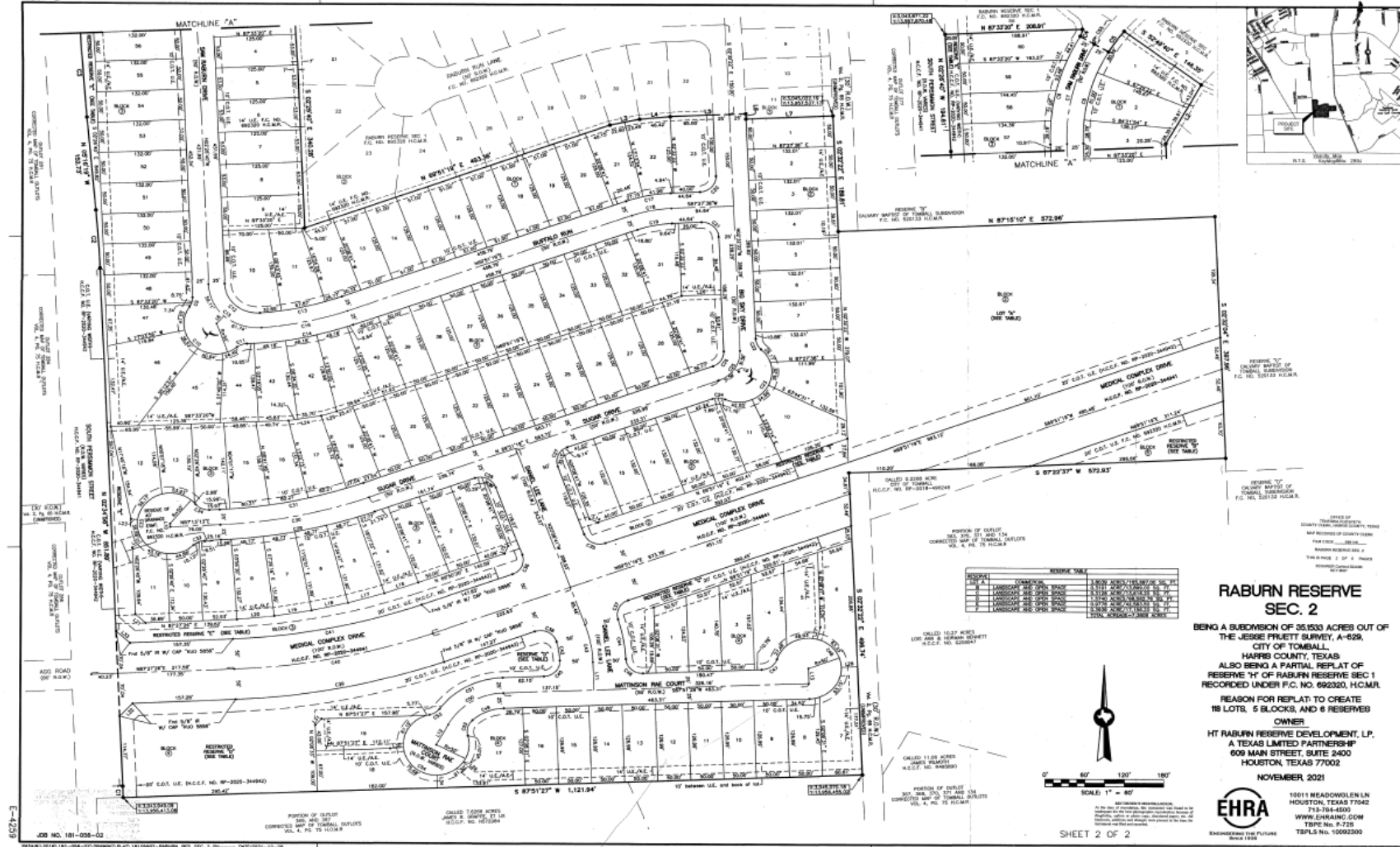


10011 HEADROWLEN LN
HOUSTON, TEXAS 77062
713-784-4000
WWW.EHRAINC.COM
TEPE No. F-726
TBPUS No. 10092300
ENGINEERING THE FUTURE
SINCE 1984

SHEET 4 OF 4

E-41-75

JOB NO. 181-056-01
PRINTED: 11/18/2020 11:18:11 AM
DATE: 11/18/2020 08:04



**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 "Y" 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 & PLANNING
SINCE 1938

15011 MEADOWSLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBRF No. 8-725
TBRFS No. 10063300

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
Sub-Total Construction Costs	\$2,175,480.87	\$2,571,691.08	\$4,747,171.95
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	\$585,936.56	\$462,904.39	\$1,048,840.95
TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE	\$2,761,417.00	\$3,034,595.00	\$5,796,013.00
COST PER LOT	140	\$19,724.41	\$21,675.68
COST PER ACRE	33.8	\$81,698.73	\$89,780.92

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
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2023-02-02_Raburn Reserve Sec 3_PCE UPDATED Dec 2022

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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>
TOTAL CLEARING, GRUBBING, AND SITE PREPARATION					\$205,150.00

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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
TOTAL WATER DISTRIBUTION SYSTEM					\$422,687.00

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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
TOTAL WASTEWATER COLLECTION SYSTEM					\$565,724.00

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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
TOTAL STORM WATER COLLECTION SYSTEM					\$743,651.00

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
TOTAL GAS DISTRIBUTION SYSTEM					\$250,000.00

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

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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
TOTAL EXCAVATION AND PAVING					\$2,048,305.84

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 RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due January 31,	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
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
Total	\$ 18,045.11	\$ 11,892.19	\$ 12,466.17	\$ 13,326.15	\$ 1,495.86	\$ 11,585.16	\$ 68,810.64

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 RECORDING¹ 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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 141-629-002-0010

Annual Installment Due	Improvement Area #1 Bonds		Improvement Area #1 Additional Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
1/31/2024	\$ 323.57	\$ 703.71	\$ 155.32	\$ 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
Total	\$15,531.55	\$ 11,892.19	\$ 10,729.72	\$13,326.15	\$1,495.86	\$ 9,971.43	\$ 62,946.90

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 RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$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.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Annual Installment Due January 31,	Improvement Area #2 2022 Bonds		Improvement Area #2 2023 Bonds		Additional Interest	Annual Collection Costs ^[c]	Total Annual Installment ^[d]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
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
Total	\$ 20,593.22	\$ 24,759.47	\$ 23,254.24	\$ 25,419.33	\$ 11,026.02	\$ 10,200.43	\$ 115,252.70

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 RECORDING¹ 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.

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

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]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 3 INITIAL PARCEL

Installment Due January 31,	Improvement Area #3 Series 2023 Bonds		Improvement Area #3 Reimbursement Obligation		Annual		
	Principal	Interest ^[a]	Principal	Interest ^[b]	Additional Interest	Collection Costs ^[c]	Total Annual Installment ^[d]
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
Total	\$ 3,340,000.00	\$ 4,163,607.64	\$ 2,308,000.00	\$ 2,535,260.80	\$ 658,715.00	\$ 1,217,042.38	\$ 14,222,625.82

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 RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$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.

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

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]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 3

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	\$ -	\$ 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
Total	\$ 23,857.14	\$ 29,740.05	\$ 16,485.71	\$ 18,109.01	\$ 4,705.11	\$ 8,693.16	\$ 101,590.18

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 21, 2023

Topic:

Adopt, on Second 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.

Background:

First Reading was approved during the August 7, 2023, Regular City Council Meeting. 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 to 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 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 department determines that the requirements of subsection (a) have not been met the department shall deny the license.

(c) If the 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 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 (indecent 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 7th 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 21st 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: 08/21/2023

Topic:

Approve the Minutes of the August 7, 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)

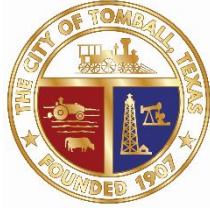
Are funds specifically designated in the current budget for the full amount required for this purpose?

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 CITY COUNCIL
CITY OF TOMBALL, TEXAS**



**Monday, August 07, 2023
4:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for August 07, 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 4:00 p.m.

PRESENT

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

OTHERS PRESENT:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracy Garcia
Finance Director - Katherine Tapscott
Budget Analyst - Hannah Brown
HR Director - Kristie Lewis
Director of Community Development - Craig Meyers
Public Works Director - Drew Huffman
Fire Chief - Joe Sykora
Police Chief - Jeff Bert
Marketing Director - Chrislord Templonuevo
Utilities Superintendent - Will Goff
Project Manager - Meagan Mageo
Asst. Fire Chief/Fire Marshal - Jeff Cook
Police Captain - Brandon Patin
Court Administrator - Maria Morris
IT Sr. Specialist - Ben Lato
Records Specialist - Fae Morris
City Hall Intern - Ki Provencher
Public Works Intern - Caroline Klein

B. Public Comments and Receipt of Petitions

No public comments were received.

C. Workshop

1. The Tomball City Council and City Staff will enter into a Workshop to consider the Proposed Fiscal Year 2023-2024 Budget

Councilman 4 Townsend Sr., Seconded by Councilman 1 Ford remove July 17, 2023, tabled item, Budget Workshop.

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

Motion carried unanimously.

M. Adjournment

Motion made by Councilman 3 Dunagin, Seconded by Council 5 Parr to adjourn.

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

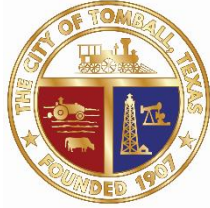
Motion carried unanimously.

PASSED AND APPROVED this 21st day of August 2023.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor

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



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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for August 07, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

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

Meeting started: 6:05 pm

PRESENT

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

Staff:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney - Loren Smith
City Secretary - Tracy Garcia
Finance Director - Katherine Tapscott
Director of Community Development - Craig Meyers
Public Works Director - Drew Huffman
Project Manager - Meagan Mageo

Fire Chief - Joe Sykora
Asst. Fire Chief/Fire Marshal - Jeff Cook
Police Chief - Jeff Bert
Marketing Director - Chrislord Templonuevo
Community Center Manager - Rosalie Dillon
Court Administrator - Maria Morris
IT Sr. Specialist - Ben Lato
Records Specialist - Fae Morris
City Hall Intern - Ki Provencher
Public Works Intern - Caroline Klein

- B. Invocation - Led by Pastor Tim Niekerk - Salem Lutheran Church
- C. Pledges to U.S. and Texas Flags was led by Joe Sykora
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

Craig Bogner - introduced an exchange student
(Sister City)
Tomball, TX

Russell Hill - Thank TPD – traffic change in Zion
31207 Alice Ln
Tomball, TX

Bruce Hilligeist - Chamber Conference
20339 Telge
Tomball, TX

E. Presentations

1. Craig Bogner Presented a check for \$2500 from the Tomball Rotary Club to the Tomball Fire Department for upfitting of the Special Events Vehicle.
2. Katherine Tapscott presented the 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. Drew Huffman presented the 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.

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

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).

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.

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.]*

Item #14 was pulled Councilman 2 Stoll and was voted on separately.

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.

Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll to approve items 1-13 of New Business Consent Agenda.

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

Motion carried unanimously.

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.

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.

I. New Business

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

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

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

Motion carried unanimously.

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.

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

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

Motion carried unanimously.

3. Drew presented, and Council discussed, and provided direction 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.

- Mayor Klein Quinn called the PH to order at 6:56 pm.
- Hearing no further comments Mayor Klein Quinn closed PH at 6:57 pm.

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.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to read by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to adopt on First Reading.

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

Motion carried unanimously.

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.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to read by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to adopt on First Reading.

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

Motion carried unanimously.

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.

Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr to read by caption only on First Reading.

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

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin to adopt and amend page 8 to read "the department".

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

Motion carried unanimously.

8. David Esquivel advised that during the next Budget Workshop the Council will receive a presentation on Class and Comp, Capitol projects to be discussed on August 21, 2023, Special City Council meeting.

J. Adjournment

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to adjourn

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

Motion carried unanimously.

PASSED AND APPROVED this 21st day of August 2023.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve an Interlocal Agreement between the City of Tomball and the County of Harris for intergovernmental cooperation regarding boarding homes within the City Limits of Tomball, the Harris County Sheriff’s Department Boarding Home Taskforce and Authorize the City Manager to Execute said Interlocal Agreement.

Background:

The Harris County’s Sheriff’s Office has a Boarding Home Taskforce who enforce Health and Safety Code violations of Boarding Homes throughout the County by filing, when appropriate, civil and criminal violations against boarding homes where conditions are unsafe or unsanitary, or residents are abused, neglected or exploited. This LOA will allow the Boarding Home Taskforce to work side by side with the Tomball Police Department and Tomball Fire Department, bringing added resources and expertise when licensing and monitoring Boarding Homes and/or taking needed enforcement actions.

Origination: Tomball Police Department

Recommendation:

Staff recommends approval.

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	<u>Jeffery Bert</u>	<u>08/17/2023</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**INTERLOCAL AGREEMENT
FOR COUNTY BOARDING HOME FACILITY REGULATION,
PERMITTING AND ENFORCEMENT WITHIN CITY LIMITS OF TOMBALL, TEXAS**

This Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”), a body corporate and politic under the laws of the State of Texas acting by and through its governing body the Harris County Commissioners Court, and **City of Tomball** (“City”), a home-rule municipal corporation situated in Harris County, pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Harris County Commissioners Court and the City of Tomball City Council, through authority granted to each party pursuant to section 260.004 of the Texas Health and Safety Code to promote the public health, safety, and welfare, have adopted regulations relating to the operation of boarding home facilities within their respective jurisdictions; and

WHEREAS, the Interlocal Cooperation Act provides authorization for local governments to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the County and the City are willing to provide such services as are necessary for the uniform enforcement of the County’s and the City’s boarding home facility regulations within the City,

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

**ARTICLE I
DEFINITIONS**

- A. As used in this Agreement, the following terms have the meanings set out below:
1. “Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Commissioners Court.
 2. “City” is defined in the preamble of this Agreement and includes its successors and assigns.
 3. “Countersignature Date” means the date countersigned by the City Manager on the signature page of this Agreement. The Countersignature Date is the effective date of this Agreement.
 4. “County” is defined in the preamble of this Agreement and includes its successors and assigns.

5. “Director” means the Fire Chief of the City of Tomball, or the person otherwise designated by the City Manager of the City of Tomball.
6. “Boarding Home Facility” has the meaning assigned in Section 22.197 of the Code of Ordinances of the City of Tomball, Texas.
7. “Party” or “Parties” means the County and the City, individually or collectively.
8. “Regulations” means the County’s Boarding Home Facilities Regulations, adopted by the Harris County Commissioners Court on January 26, 2021, as may be amended from time to time (attached hereto and made part of this Agreement as “Exhibit A”) and the City of Tomball’s Boarding Home Facility Ordinance, adopted by the City Council of the City of Tomball on August 21, 2023, as may be amended from time to time (attached hereto and made part of this Agreement as “Exhibit B”).
9. “Sheriff” means the Harris County Sheriff, or the person the Sheriff designates.
10. “Boarding Home Facility Administrator” means the Director.

ARTICLE II RIGHTS AND DUTIES OF THE COUNTY

A. Permitting

1. For the purpose of enabling the City to perform its obligations under this Agreement, the Sheriff designates the role of Boarding Home Facility Permit Administrator to the Director for all permits for Boarding Home Facilities within the City Limits.
2. The Sheriff shall immediate direct all inquiries for County Permit applications within City Limits to the Director. The Sheriff’s Office shall conspicuously note on its website (<http://www.hcso.hctx.net>) that all applications for County Boarding Home Facility permits within City limits must be administered by the City.
3. Upon request by the Sheriff, Commissioners Court shall provide a hearing officer for the purpose of conducting hearings for the denial, suspension and revocation of County permits within the City Limits, as set out in Sections 2.2 through 2.6 and 3.2 through 3.7 of the County Regulations and Sections 22-203 through 22-206 of the City Code of Ordinances. The Director shall be provided an opportunity to present evidence, cross examine witnesses and be represented by legal counsel.

B. Enforcement

1. The County Attorney retains the full authority granted in Section 234.137 of the Texas Local Government Code to sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations and/or Ordinance.
2. The County peace officers designated by the Sheriff to enforce the requirements contained within the Regulations shall coordinate enforcement activities and inspections with the Director or the Chief of Police .

3. The County shall be the designated agent for conducting criminal background checks as required under Section 2 of the Regulations for all permits issued for Boarding Home Facilities within the City Limits.
4. Either party may seek criminal penalties for violations of the Regulations in a court of appropriate jurisdiction.

ARTICLE III RIGHTS AND DUTIES OF THE CITY

A. Permitting

1. As the Boarding Home Facility Permit Administrator, the Director shall supervise, control, and operate the Permit Office and issue City permits for the residential conversion of the Boarding Home Facilities within the City limits on behalf of the County as set out in Section 2.1 of the Regulations and Section 22-198 of the Ordinance. The Parties agree that the City will not prosecute any violations other than civil or greater than a class C misdemeanor of the Regulations or Ordinance. The Director, in consultation with the Sheriff, shall promulgate requirements for issuing a County permit for Boarding Home Facilities within City Limits based on the Regulations and City ordinances.

B. Enforcement

1. The Director, Chief of Police, Building Official, and/or Fire Marshal shall coordinate the enforcement of all requirements contained within the Regulations and Ordinances of the City of Tomball with the Sheriff.
2. Either party may seek criminal penalties for violations of the Regulations in a court of appropriate jurisdiction.

ARTICLE IV FUNDING AND COMPENSATION

- A. The Parties each understand and agree that neither the County nor the City has certified funds to fulfill their obligations under this Agreement. It is the intent of the Parties that the cost of services shared with each entity will be of equal value and benefit.
- B. The Parties agree that the non-refundable processing fee established in Section 2.1 of the Regulations and Section 22-202 of the City's Code of Ordinance shall be paid by a permit applicant directly to the City of Tomball. Further, the Parties agree that the non-refundable County permit application fee shall be paid directly to the County. If either Party receives any permit fees for Boarding Home Facilities within the other Party's permitting jurisdiction from an applicant, it shall remit those funds to the appropriate Party at its address for notices.

ARTICLE V TERM AND TERMINATION

- A. The term of this Agreement is one-year and begins on the Countersignature Date. It is the intent of the Parties that the Agreement shall automatically renew annually for ten (10) successive one-year terms, unless earlier terminated.

- B. Either Party may terminate its participation in this Agreement by giving at least thirty (30) days' written notice to the other Party.

**ARTICLE VI
DOCUMENTS EXCHANGED**

- A. The Parties may exchange documents in the course of this Agreement. Each Party agrees to keep confidential, to the extent allowed by law, all such documents and to provide prior notice to the other of any requests or releases of such documents.

**ARTICLE VII
NOTICES**

- A. The Parties intend that any notice may be delivered personally, by certified or registered mail, return-receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to the County: Office of the Harris County Attorney
 1019 Congress, 15th Floor
 Houston, Texas 77002
 Attn:

If to the City: City of Tomball, Texas
 Attn: City Manager
 401 Market Street
 Tomball, Texas 77375

Or to such other persons or places as either Party may from time to time designate by written notice to the other Party. Any notice delivered by mail or courier shall also be sent by email to the County Attorney and the City Manager at the time it is placed with the postal service or courier for delivery.

**ARTICLE VIII
NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY**

- A. Nothing herein shall be construed as creating any personal liability on any part of any officer or agent of any public body that may be a Party hereto. The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that any Party may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of any Party beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas.
- B. In accordance with Tex. Gov't Code § 791.006 (a-1), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any law enforcement or permitting services provided under this Agreement. This assignment of liability is intended to be different than any assignment provided in Tex. Gov't Code § 791.006(a).

**ARTICLE IX
MISCELLANEOUS**

- A. **Non-Assignability.** The Parties shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.
- C. **Independent Parties.** It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- D. **No Third Party Beneficiaries.** The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- E. **Waiver of Breach.** A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.
- F. **Compliance with Law.** In performing services pursuant to this Agreement, each Party shall comply with all applicable federal, state, County, and City statutes, regulations, rules, and ordinances. To the extent allowed under applicable laws, each Party intends to notify the other Party of any violation of law, regulation, or ordinance that relate to services or data obtained or provided under this Agreement immediately after the noticing Party, its employees, subcontractors or agents become aware of it and without regard to whether the noticing Party or its employees, subcontractors or agents are involved or merely witnesses.
- G. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Harris County, Texas.
- H. **No Binding Arbitration; Right to Jury Trial.** The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- I. **Contract Construction.**
- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
 - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

J. **Recitals.** The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. **Entire Agreement; Modifications.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. **Survival of Terms.** Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. **Multiple Counterparts/Execution.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. **Warranty.** By execution of this Agreement, the City and the County warrant that the duties accorded to each in this Agreement are within the powers and authority of the respective Parties.

HARRIS COUNTY

CITY OF TOMBALL

By: _____
Lina Hidalgo
County Judge

By: _____
David Esquivel
City Manager

APPROVED AS TO FORM:

ATTEST:

CHRISTIAN D. MENEFFEE
County Attorney

By: _____
Maria Jackson
City Secretary

By: _____
Name
Assistant County Attorney

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted.

ORDER AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF TOMBALL TO FOR COUNTY BOARDING HOME FACILITY REGULATION, PERMITTING AND ENFORCEMENT WITHIN THE CITY LIMITS OF TOMBALL, TEXAS

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and City of Tomball to transfer maintenance responsibilities and remove certain roads from the County road log located in Harris County Precinct Three.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

QUOTE# STOCK-2X-BLACK EXT

CONTRACT PRICING WORKSHEET

End User: CITY OF TOMBALL	Contractor: CALDWELL COUNTRY
Contact Name: CAPT. BRANDON PATIN	CALDWELL COUNTRY
Email: BPATIN@TOMBALLTX.GOV	Prepared By: Averyt Knapp
Phone #: 281-290-1344 832-745-2891 -C	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: TOMBALL, TX	Fax #: 979-567-4376
Date Prepared: AUGUST 8, 2023	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET TAHOE PPV CC10706	
A Base Price & Options:	\$50,145

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, 2023-PPV, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, CLOTH BUCKETS FRONT, VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION FRONT AND REAR, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA, FLASHER SYSTEM HEADLAMP AND TAILLAMP DRL COMPATIBLE W/CONTROL WIRE, CALIBRATION SURVEILLANCE MODE INTERIOR LIGHTING, CALIBRATION TAILLAMP FLASHER RED/WHITE, CALIBRATION TAILLAMP FLASHER RED/RED, POWER SUPPLY 50 AMP POWER SUPPLY AUXILARY BATTERY, POWER SUPPLY 100 AMP AUXILARY BATTERY REAR ELECTRICAL CENTER, POWER SUPPLY 120-AMP (4) 30-AMP CIRCUIT PRIMARY BATTERY	INCL			

	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$50,145
Quantity Ordered					2
Subtotal E					\$100,290
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: BLACK					
H. Total Purchase Price (E+F)					\$100,690
Estimated Delivery Date:				CURRENT STOCK UNITS - REF#PR456895 REF#PR456620	

City Council Meeting Agenda Item Data Sheet

Meeting Date: 8/21/2023

Topic:

Approve an agreement with Caldwell Country Chevrolet for two 2023 Chevrolet Tahoes Shop #23-170 and Shop #23-178 through the Buy Board Contract (Contract No. 601-19), for a not-to-exceed amount of \$100,690.00, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2022-2023 budget.

Background:

In October 2022, City Council approved the original purchase of two Ford Interceptors for a total of \$89,592.50 from Silsbee Ford. Due to current vehicle manufacturer restraints, the order of the Ford Interceptors does not have a fill date and the City of Tomball can no longer be guaranteed delivery.

While the price of the Chevrolet vehicles is higher than the original order, the overall cost of getting these vehicles into the fleet will be higher.

The purchases are being made through the Buy Board contract and will be funded from the allocated appropriations as part of the adopted Fiscal Year 2022-2023 Budget. These purchases will replace Motorcycles 57 and 58 for Patrol. Once approved, these vehicles will be purchased from Caldwell Country Chevrolet for a total amount of \$100,690.00. The vehicles will be funded by the City's Fleet Replacement Fund (650-651-6405).

Origination: Police Department

Recommendation:

Staff recommend approving the purchase of these vehicles as appropriated in the Fiscal Year 2022-2023.

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

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: #650-651-6405 Fleet Replacement

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Reappoint Sherrie Meicher as the City of Tomball’s Representative to the Southeast Texas Housing Finance Corporations (SETH) Board of Directors, New Term Expiring January 21, 2026.

Background:

Sherrie Meicher, has served on the SETH Board of Directors since her appointment in June 2016.

Origination: Tracylynn Garcia, City Secretary

Recommendation: N/A

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

Signed _____ Approved by _____
Staff Member Date Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve a Service Agreement with America’s Nationwide Netting, Inc. for the purchase and installation of baseball netting at Jerry Matheson Park, for a not-to-exceed amount of \$77,000 (Bid 2023-18), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2022-2023 Budget.

Background:

Staff initiated the Jerry Matheson Rebuild project in September 2020, to complete needed improvements and enhancements, based on survey input received from the community. Staff submitted a Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant that was awarded as a 50% match, not-to-exceed \$750,000. In addition to budgeted funds by the City, and grant funding from Texas Parks and Wildlife, the City has received financial support from community partners for the completion of the project.

Funding Source	Funding Amount	Element (Cost Estimate)
Texas Parks & Wildlife Department Grant	\$750,000	Splashpad: \$514,570.24 Baseball Field Netting: \$77,000 Pickleball Courts: \$158,429.76
City of Tomball	\$600,000	Engineering: \$150,000 Site Construction: \$275,000 Misc. Expenses: \$15,000 Shade Structures: \$50,000 Parking Lot: \$20,000 Electrical: \$83,922.44
Tomball Regional Health Foundation	\$490,000	Playground Equipment: \$490,000 (element paid for, grant received)
Tomball Economic Development Corporation	\$500,000	Playground Equipment: \$171,760 Pool Renovation \$100,000 Walking Trails: \$150,000 Fencing Upgrades: \$80,000

The proposed Services Agreement with America’s Nationwide Netting, Inc. is for the installation of baseball netting at Jerry Matheson Park as part of our on-going improvement project. Sealed bids were solicited with three vendors submitting, and America’s Nationwide Netting, Inc. being selected the lowest responsive bidder and 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.

This item authorizes a service agreement with America’s Nationwide Netting, Inc. for purchase and installation of baseball netting at Jerry Matheson Park.

Origination: Public Works Department

Recommendation:

Staff recommends approving a Service Agreement with America’s Nationwide Netting, Inc. for the purchase and installation of baseball netting at Jerry Matheson Park for an amount no-to-exceed \$77,000.

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: _____ No: _____ If yes, specify Account Number: #400-153-6409

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

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

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Baseball Netting 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, **America’s Nationwide Netting, Inc** (the “Company”), with an office at **P.O. Box 1776 Cypress, TX 77410**, City hereby engages the services of Company as an independent contract for Baseball Netting 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 **August 22, 2023 through February 29, 2024**. 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 \$77,000.

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	(where required – Statutory by State Law)
Employer's Liability	\$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles

- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

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:

P.O. BOX 1776 CYPRESS, TEXAS 77410

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 14TH day of AUGUST, 2023.

AMERICA'S NATIONWIDE NETTING, INC

Company

Barbara Andrade
Signature

BARBARA ANDRADE

Print Name

PRESIDENT

Title

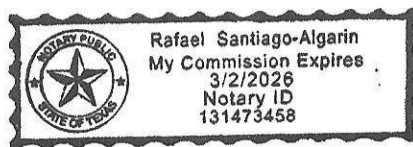
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 14TH day of AUGUST, 2023, by BARBARA ANDRADE, on behalf of said entity.



Rafael Santiago
Notary Public, State of Texas

AGREED to and ACCPETED this 14TH day of AUGUST, 2023.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A BASEBALL FIELD NETTING

GENERAL DESCRIPTION:

The City of Tomball (City) is soliciting proposals to supply and install a 40' by 453' single pole suspension backstop netting system at the baseball field located at Jerry Matheson Park. The new baseball netting will run for approximately 219 linear feet along the first and third base sides, as referenced in Exhibit B. The netting will be supported by structurally engineered poles supplied and installed by the selected contractor.

For all proposals, please include a full schedule from ordering to complete installation to ensure adherence to the grant received by Texas Parks and Wildlife.

The selected proposal will provide the netting and all equipment and material needed to complete the installation based on the full scope of work.

INSTALLATION GENERAL SPECIFICATIONS

- I. The equipment to be provided and installed by the selected Contractor are described as follows, and as illustrated in Exhibit B – Diagram:
 - A. 40' x 453' Single Pole Suspension Backstop Netting System.
 - B. Nine (9) painted black steel poles to be direct embedded in 3,000 psi concrete.
 - C. # 36 DuPont knotted nylon material.
 - D. Netting shall be double UV-treated for superior strength and durability.
 - E. 2' x 50' chain-link fence.
 - F. Removal and haul-off the existing chain-link backstop.
 - G. The bottom of the netting along the backstop section shall be professionally custom fitted to the top of the new 2' x 50' chain-link fence supplied and installed by the Contractor. The remainder of the netting shall overlap the existing chain-link fence running down each side of the baseball field.

FORMAL BID

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

- I. All necessary poles, netting, fencing, hardware, equipment, and labor to complete the project.

Insurance Requirements

Contractor shall obtain and keep for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- A. The amount of insurance shall not be less than:
 1. Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations

- liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
2. Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 3. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- B. Each insurance policy required by this Agreement shall have the following clauses:
1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Tomball".
 2. "It is agreed that any insurance or self-insurance maintained by the City of Tomball, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall have the following clause in a separate endorsement:
1. "The City of Tomball, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City of Tomball."
- D. Insurance is to be placed with insurers acceptable to and approved by the City of Tomball. Contractor's insurer must be authorized to do business in Texas at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by the City of Tomball. Failure to keep or renew coverage or to supply evidence of renewal will be treated as a material breach of contract.
- E. City shall be given original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
- F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Contractor shall include all its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all the requirements stated herein.
- I. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

EXHIBIT B - Bid Form
Bid 2023-18: Baseball Netting

Item	Description	Cost
1	40' x 453' Single Pole Suspension Backstop Netting System	\$22,000.00
2	Nine (9) painted black steel poles to be direct embedded in 3,000 psi concrete	\$49,000.00
3	# 36 DuPont knotted nylon material	N/A
4	Netting shall be double UV-treated for superior strength and durability	N/A
5	2' x 50' chain-link fence	\$1,000.00
6	Removal and haul-off the existing chain-link backstop	\$5,000.00

Total Bid: \$77,000

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve an Agreement with A-K 133 Hwy 249 – Grand Parkway, L.P. for Contribution in Aid of Construction for related expenses for the design and construction of the proposed Grand Parkway Natural Gas Gate, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.

Background:

In order to adequately service the new development on the south side of the city limits, Lovett Industrial and Grand Parkway Town Center, the need for an additional gas gate was identified. Currently there are no gas distribution lines in the immediate vicinity of these developments, however both developments require gas service for their operations.

Staff has worked with Kinder Morgan Tejas Pipeline, LLC and our design engineer, Engineered Utility Solutions, Inc., to design the required interconnect gas gate, pipelines and other required facilities to provide natural gas service to this area. To complete the project, the City and developers have agreed to enter into a Cost Sharing Agreement that would allow for the developers to provide a contribution in aid of construction (CIAC) for the design and construction of the new facility.

The total cost for the interconnect, gas gate, and engineering will be split between the City, LIT Interchange 249 Phase I, LLC, and A-K 133 Hwy 249 – Grand Parkway, L.P., with each entity contributing approximately 33% for all components of the proposed Grand Parkway Natural Gas Gate. A total breakdown of all proposed expenses is reflected in the table below.

Anticipated Expenses	
Engineered Utility Solutions, Inc	\$29,702.50
Kinder Morgan Tejas Pipeline	\$236,762.00
Estimated Gas Gate Construction	\$275,000.00

This item would approve the agreement with A-K 133 Hwy 249-Grand Parkway, L.P. to provide a Contribution in Aid of Construction of approximately 33% of the total cost for the design and construction the Interconnect, Natural Gas Gate, necessary pipeline and required facilities.

Origination: Project Management

Recommendation:

Staff recommends approving an Agreement with A-K 133 Hwy 249-Grand Parkway, L.P. to provide a Contribution in Aid of Construction for the design and construction of the Grand Parkway Natural Gas Gate.

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

AGREEMENT REGARDING GAS SERVICE TO GRAND PARKWAY TOWN CENTER AT southwest corner of Grand Parkway and State Highway 249 IN TOMBALL, TEXAS

This Agreement Regarding Gas Service to GRAND PARKWAY TOWN CENTER at the southwest corner of Grand Parkway (SH 99) and State Highway 249 in Tomball, Texas (“Agreement”) is entered into by and between the City of Tomball, Texas (“City”) and A-K 133 HWY 249 - Grand Parkway, L.P (“Owner”) (collectively, “Parties”).

RECITALS

WHEREAS, the City owns and operates the gas system within the city limits of Tomball, Texas.

WHEREAS, Owner is developing GRAND PARKWAY TOWN CENTER, Commercial Development, at the southwest corner of Grand Parkway (SH 99) and State Highway 249 in Tomball, Texas (“GRAND PARKWAY TOWN CENTER”), which requires gas service.

WHEREAS, City has the gas supply capacity to serve GRAND PARKWAY TOWN CENTER.

WHEREAS, City is in the process of constructing the necessary infrastructure to provide gas service to GRAND PARKWAY TOWN CENTER.

WHEREAS, following City’s completion of the necessary services lines and gas supply gate, the Parties agree that City will provide gas service to GRAND PARKWAY TOWN CENTER.

WHEREAS, the Parties agree that Owner may develop additional commercial buildings at the above mentioned property and on adjacent land in the future that require gas service, but this Agreement only applies to gas service for GRAND PARKWAY TOWN CENTER.

WHEREAS, the Parties understand that any current estimate of City’s costs to build the necessary gas service lines and city gas supply gate to accommodate GRAND PARKWAY TOWN CENTER is subject to change based on factors including, but not limited to, material costs, labor costs, and engineering assessments.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, City and Owner agree as follows:

AGREEMENT

I. Commencement of City Gas Services to GRAND PARKWAY TOWN CENTER

City expects to complete construction of the service lines and gas gate necessary for providing gas service to GRAND PARKWAY TOWN CENTER by April 2024 (“Expected Service Date”).

II. Contribution in Aid of Construction

Owner must provide a contribution in aid of construction (“CIAC”) for the City’s construction of the city gas supply gate and appurtenances that amounts to 33.33% of the total project cost. Prior to commencing construction of the gas service lines, City and Owner must agree to the location and routing of the gas service lines, the anticipated schedule for construction of the gas service lines, and a detailed estimated cost of construction for gas service lines (collectively, the “Service Line Plans”). City’s and Owner’s approval of the city gas supply gate and appurtenances Plans shall not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, Owner may withhold approval if the proposed routing and location of the gas service line would adversely affect Owner’s or Owner’s affiliate’s development of the **southwest corner of Grand Parkway (SH 99) and State Highway 249**, Tomball, Texas 77377 and the adjacent real property.

Throughout the construction process, City will periodically notify Owner of the costs of constructing the necessary service lines to provide gas service to GRAND PARKWAY TOWN CENTER.

III. Remedies in Event of Default

In addition to all rights and remedies prescribed by the laws of the State of Texas, in the event of a breach of this Agreement by either party, the other party shall be entitled, but not limited to, specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks monetary damages, the breaching party shall be required to pay for the non-breaching party’s attorneys’ fees and court costs.

IV. Effective Date and Expiration

This Agreement becomes effective as of the date of the last signature by either party. This Agreement shall automatically expire upon the earlier of the following to occur: (a) first (1st) day the City provides gas service to GRAND PARKWAY TOWN CENTER, or (b) 2 years after effective date of this Agreement.

V. Severability

If any provision contained in this Agreement is held to be invalid, unconstitutional, or unenforceable, the remaining provisions shall be deemed severable and shall remain in full force and effect.

VI. Recitals

Each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

VII. Modification of Agreement

This Agreement cannot be modified or amended without the written consent of the Parties attached to and made part of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement with an effective date as set forth by Section IV of this Agreement.

CITY OF TOMBALL

By: _____
Name: David Esquivel
Title: City Manager
Date: _____, 2023

A-K 133 HWY 249 – Grand Parkway, LP

By: _____
Name: _____
Title: _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve an Agreement with LIT Interchange 249 Phase I, LLC for Contribution in Aid of Construction for related expenses for the design and construction of the proposed Grand Parkway Natural Gas Gate, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.

Background:

To adequately service the new development on the south side of the city limits, Lovett Industrial and Grand Parkway Town Center, the need for an additional gas gate was identified. Currently there are no gas distribution lines in the immediate vicinity of these developments, however both developments require gas service for their operations.

Staff has worked with Kinder Morgan Tejas Pipeline, LLC and our design engineer, Engineered Utility Solutions, Inc., to design the required interconnect, gas gate, pipelines and other required facilities in order to provide natural gas service to this area. In order to complete the project, the City and developers have agreed to enter into a Cost Sharing Agreement that would allow for the developers to provide a contribution in aid of construction (CIAC) for the design and construction of the new facility.

The total cost for the interconnect, gas gate, and engineering will be split between the City, LIT Interchange 249 Phase I, LLC, and A-K 133 Hwy 249-Grand Parkway, L.P., with each entity contributing approximately 33% for all components of the proposed Grand Parkway Natural Gas Gate. A total breakdown of all proposed expenses is reflected in the table below.

Anticipated Expenses	
Engineered Utility Solutions, Inc	\$29,702.50
Kinder Morgan Tejas Pipeline	\$236,762.00
Estimated Gas Gate Construction	\$275,000.00

This item would approve the agreement with LIT Interchange 249 Phase I, LLC to provide a Contribution in Aid of Construction of approximately 33% of the total cost for the design and construction the Interconnect, Natural Gas Gate, necessary pipeline and required facilities.

Origination: Project Management

Recommendation:

Staff recommends approving an Agreement with LIT Interchange 249 Phase I, LLC to provide a Contribution in Aid of Construction for the design and construction of the Grand Parkway Natural Gas Gate.

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

**AGREEMENT REGARDING GAS SERVICE TO PHASE I BUILDINGS 1, 2, & 6 AT
13804 AND 13808 BOUDREAUX ROAD AND 19200 HAMISH ROAD IN TOMBALL,
TEXAS**

This Agreement Regarding Gas Service to Phase I Buildings 1, 2, & 6 at 13804 and 13808 Boudreaux Road and 19200 Hamish Road in Tomball, Texas (“Agreement”) is entered into by and between the City of Tomball, Texas (“City”) and LIT INTERCHANGE 249 PHASE I, LLC, a Delaware limited liability company (“Owner”) (collectively, “Parties”).

RECITALS

WHEREAS, the City owns and operates the gas system within the city limits of Tomball, Texas.

WHEREAS, Owner is developing a Phase I Buildings 1, 2, & 6 at 13804 and 13808 Boudreaux Road and 19200 Hamish Road in Tomball, Texas (collectively, the real property and improvements thereon are “Phase I”), which requires gas service.

WHEREAS, City has the gas supply capacity to serve Phase I.

WHEREAS, City is in the process of constructing the necessary infrastructure to provide gas service to Phase I.

WHEREAS, following City’s completion of the necessary services lines and gas supply gate, the Parties agree that City will provide gas service to Phase I.

WHEREAS, the Parties agree that Owner may develop additional commercial buildings at Interchange 249 in the future that require gas service, but this Agreement only applies to gas service for Phase I.

WHEREAS, the Parties understand that any current estimate of City’s costs to build the necessary gas service lines to accommodate Phase I is subject to change based on factors including, but not limited to, material costs, labor costs, and engineering assessments.

WHEREAS, City desires to assist Owner with obtaining reimbursements for Owner’s contribution in aid of construction of the proposed gas service line from the City of Tomball Tax Increment Reinvestment Zone Number Three (the “TIRZ”), including obtaining and maintaining Owner’s eligibility for such reimbursements from the TIRZ, amending the TIRZ Preliminary Project Plan and Reinvestment Zone Financing Plan (the “TIRZ Finance Plan and Project Plan”), and ultimately finalizing and obtaining the necessary approvals for the TIRZ Finance Plan and Project Plan to include the gas service line.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, City and Owner agree as follows:

AGREEMENT

I. Commencement of City Gas Services to Phase I

City expects to complete construction of the service lines and gas gate necessary for providing gas service to Phase I by April 2024 (“Expected Service Date”).

Owner will use gas service from CenterPoint (“CPE”) until the Expected Service Date, or until such other time as City’s service lines and gas supply gate are complete and City can begin providing gas service to Phase I.

Owner must terminate service with CPE and begin obtaining gas service from City for Phase I no later than 30 days from the date City’s construction of the necessary service lines is complete, which shall be based upon Owner receiving written notice from City that the service lines and gas supply gate are complete and ready to provide gas service to Phase I.

II. Contribution in Aid of Construction

Owner must provide a contribution in aid of construction (“CIAC”) for the City’s construction of the city gas service lines. Prior to commencing construction of the gas service lines, City and Owner must agree to the location and routing of the gas service lines, the anticipated schedule for construction of the gas service lines, and a detailed estimated cost of construction for gas service lines (collectively, the “Service Line Plans”). City’s and Owner’s approval of the Service Line Plans shall not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, Owner may withhold approval if the proposed routing and location of the gas service line would adversely affect Owner’s or Owner’s affiliate’s development of Buildings 1, 2, & 6 at 13804 and 13808 Boudreaux Road and 19200 Hamish Road, Tomball, Texas 77377, and the adjacent real property.

Throughout the construction process, City will periodically notify Owner of the costs of constructing the necessary service lines to provide gas service to Phase I.

III. Remedies in Event of Default

In addition to all rights and remedies prescribed by the laws of the State of Texas, in the event of a breach of this Agreement by either party, the other party shall be entitled, but not limited to, specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks monetary damages or equitable relief, including but not limited to specific performance, the breaching party shall be required to pay for the non-breaching party’s attorneys’ fees and court costs.

IV. Effective Date and Expiration

This Agreement becomes effective as of the date of the last signature by either party. This Agreement shall automatically expire upon on the earlier of the following to occur: (a) first (1st) day the City provides gas service to Phase I, or (b) 2 years after effective date of this Agreement.

V. Severability

If any provision contained in this Agreement is held to be invalid, unconstitutional, or unenforceable, the remaining provisions of the Agreement shall be deemed severable and shall remain in full force and effect.

VI. Recitals

Each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

VII. Modification of Agreement; Execution

This Agreement cannot be modified or amended without the written consent of the Parties attached to and made part of this Agreement. This Agreement may be executed in separate counterparts which together shall constitute one and the same instrument. This Agreement may also be executed with multiple signature pages, which may be attached to and from one (1) or more counterparts hereof. Email signatures shall be deemed the equivalent of original signatures.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement with an effective date as set forth by Section IV of this Agreement.

CITY OF TOMBALL

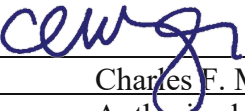
By: _____
Name: David Esquivel
Title: City Manager
Date: _____, 2023

City of Tomball’s Notice Address:

LIT INTERCHANGE 249 PHASE I, LLC,
a Delaware limited liability company

By: Interchange 249 Business Park, LP,
a Texas limited partnership
its Managing Member

By: Interchange 249 Business Park GP, LLC,
a Texas limited liability company
its General Partner

SF By: 
Name: Charles F. Meyer, Jr.
Title: Authorized Signatory
Date: August 1, 2023

LIT INTERCHANGE 249 PHASE I, LLC’s Notice Address:
c/o Lovett Industrial
401 Franklin St., Suite 2555
Houston, Texas 77002
Attn: Carmen Pearson

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve a Professional Services Agreement with Freese & Nichols, Inc. for the design of the Baker Drive Water Plant, Project Number 2023-10019, for a not-to-exceed amount of \$1,849,087, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.

Background:

The Waster Master Plan, completed in 2018 and currently being updated, identified improvements to the City’s water distribution system that would serve current and anticipated future water demands. The recommendations included construction of a new water plant, currently under design as the East Water Plant, and an additional groundwater well site to complement the required capacity.

An existing site on Baker Drive, the current site of the Baker Drive Elevated Storage Tank (EST), has been identified as the location for the additional groundwater well site. The infrastructure existing at Baker Drive has not been utilized for nine years and some of the infrastructure will not be usable but the land is readily available which accelerates the timeline for completion of the new water plant. Design will begin immediately upon approval with construction to begin in fiscal year 2024 and completion by summer 2025.

The proposed Professional Services Agreement with Freese & Nichols, Inc. (FNI) includes a scope of work to design and oversee construction of the proposed Baker Drive Water Plant to include a demolition and plugging of the existing groundwater well, construction of a new pump station, electrical building, groundwater well and ground storage tank, for a not-to-exceed amount of \$1,849,087.

Funds for completing the proposed project were allocated in the Fiscal Year 2022-2023 budget, as part of the Certificate of Obligation issuance for the East Water Plant; funds will be reallocated to this project to allow design to begin.

Origination: Project Management

Recommendation:

Staff recommends approving the Professional Services Agreement with Freese & Nichols, Inc. for the design of the Baker Drive Water Plant for a not-to-exceed amount of \$1,849,087.

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

FUNDING (IF APPLICABLE)

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

Yes: No:

If yes, specify Account Number: #400-613-6409

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

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

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2023-10019
CITY OF TOMBALL
BAKER DRIVE WATER PLANT**

**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 Freese & Nichols, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to construct an additional groundwater well site located on Baker Drive (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 850 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 Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$1,849,087, including reimbursable expenses as identified in Exhibit "A".

**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:

Freese & Nichols, Inc.
Attn; Richard Weatherly
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

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: Frese & Nichols, Inc.

Richard Weatherly

Name: Richard Weatherly

Title: Vice President/Project Manager

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

ATTACHMENT A

SCOPE OF SERVICES

PROJECT UNDERSTANDING

Tomball completed an update of their Water Master Plan in 2018. The master plan identified improvement needs in the City's water distribution system that that will help the City serve anticipated future water demands. These improvement recommendations include construction of a new water plant (East Water Plant) in addition to another water groundwater well site to complement the required capacity. An existing site on Baker Dr. has been identified for the water well site. The infrastructure existent at Baker Dr. has not been used for 9 years. Demolition and plugging of the existing groundwater well will be performed as part of this project. It will also include construction of a new pump station, electrical building, groundwater well, and ground storage tank.

Assumptions

- The construction package will include work for the following facilities:
 - A new open-air 1,000 gpm pump station
 - Pre-cast concrete electrical building
 - 0.5 MG ground storage tank
 - Groundwater well.
- The project will include preliminary and final design.
- A capacity evaluation study will be prepared for the ground water well and pump station with GST tank.
- A preliminary design report (PDR) will be prepared for the pump station improvements.
- The PDR will include alternatives for the pump station layout, ground storage tank, pump types, and electrical equipment.
- Final Design will include all required environmental, drainage, civil, architectural, structural, electrical and hydraulic design.
- The site will require yard piping, landscaping screening, grading, driveway, fencing, drainage, lighting and irrigation.
- Based on previous experience from the existing well at Baked Dr, there could be water quality challenges to be addressed. FNI will present several mixing system options during the design phase and will assume selection of one of these is included in the design.
- Overflow from the ground tank will be routed to drain away from proposed development and drainage design as needed.
- A stand-by generator will be included in the design and will be diesel driven.
- The project will use a design-bid-build delivery method.
- The construction project will be bid as a single construction package.

The project tasks are broken down in **Table 1**:

Table 1: Baker Dr Water Plant Tasks

Task	Task Description
Basic Services	
A	Project Management
B	Preliminary Design
C	Final Design Phase
D	Bid Phase
E	Construction General Representation
Special Services	
F	Resident Project Representation
G	Topographic Survey
H	Geotechnical Investigation
I	Groundwater Consulting Services
J	Environmental Review and Permitting

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A: PROJECT MANAGEMENT

Consultant shall provide project management services for the project. The following services shall be provided:

A1. Project Kickoff Meeting (internal)

Schedule, organize and run an Internal Kickoff meeting during the siting phase of the project. Prepare meeting minutes and submit for review one week after the meeting. All FNI specialties will participate in this meeting.

A2. Project Kickoff Meeting

Schedule, organize and run an External Kickoff meeting during the siting phase of the project. Prepare meeting minutes and submit for review one week after the meeting. Subcontractors, including water well, geotechnical and survey will participate in this meeting.

A3. Monthly Progress Meetings (internal)

Schedule, organize and run internal monthly progress meetings (up to 7) during the design phase of the project. Prepare meeting minutes and submit for review one week after the meeting.

A4. Monthly Progress Meetings

Schedule, organize and run client monthly progress meetings (up to 7) during the design phase of the project. Prepare meeting minutes and submit for review one week after the meeting.

A5. City Council Presentations

Prepare presentations and attend up to two (2) Council meetings to brief the Council on the progress of

the design.

A6. Project Schedule

Prepare a project schedule and update over the course of the project. Provide oversight of the schedule during the survey, land acquisition, and engineering process, to attempt to maintain the City's desired schedule. Maintain the project budget and verify that the scope is being followed.

A7. Monthly Project One Page Reports

Prepare Monthly Client communications. Generate One Page Reports to communicate achieved milestones, upcoming submittal and pending issues that could impact the Project

A8. Contract Operations

Coordinate with FNI corporate team, for operations, accounting and contracts. Verification of project percent complete and invoicing, subconsultant agreements and invoicing.

A9. Contract Preparation

Track hours used in the preparation of supporting documents and exhibits necessary to develop proposal, agreement and subcontractor's proposals

A10. Project Close Out

Project close out checklist and documentation. Final project invoice, subcontractor final payment and closeout.

A11. Quality Management

- a. Develop a quality management plan that includes three quality control meetings where submittals and checklist are reviewed with quality control team and project advisor. These quality control milestones are for 60%, 90% and 100% submittals. Develop quality assurance meetings between project manager and quality assurance champion. These are scheduled no later than 2 weeks after quality control checks.
- b. Meet with senior advisor with expertise in this type of projects. Senior advisor is engaged earlier in the design process and provides insight to prevent design issues and guide project in accordance with best common practices.
- c. Quality control reviews at 60%, 90% and 100% submittals. Review of design checklist and corresponding deliverables prior to submittal to the client.
- d. Quality assurance meeting post 60%, 90% and 100% submittals. Verifies that design considerations were followed and that internal processes are being followed. Provides advice on project issues and possible solutions as well as possible future issues based on schedule, constructability, and project specific needs.
- e. Constructability reviews are scheduled early on the 60% design to identify possible issues with the planned design. Two others are planned for 90% and 100% to further define the construction options and possible issues.

TASK B: PRELIMINARY DESIGN 1,000 GPM PS:

FNI shall provide professional services in this phase as follows:

B1. Review of Well Evaluation Report

Perform a review of the well evaluation report prepared by the Subcontractor AGS to include:

- a. Well Construction Parameters
- b. Pollution Hazards Study and Report
- c. Well and Pump Specification Report
- d. Well Construction and Field Services
- e. Evaluate pump station and ground storage tank site hydraulics.

B2. Hydraulic Analysis

Perform a hydraulic analysis of the City of Tomball existing system and future NHCRWA connection to determine needs for a pressure reducing valve, flow metering and connection requirements.

B3. Storage Tank

Perform an evaluation of ground storage tank material alternatives and confirm tank size.

B4. Pump Station System Curves

Develop system curves for the pump station with respect to the updated plans for the expansion of the water system. Design system for 1,000 gpm firm capacity.

B5. Pump Evaluation and Selection

Evaluate pumping equipment required for the Project. Contact various pump manufacturers to determine pumps that are available for the station. Evaluate selections by manufacturers and make recommendations to the City for inclusion in specifications.

B6. Well Pumping Capacity

Use recommendations from the well feasibility study to develop the required well pumping capacity and analyze water quality for required treatment or conditioning.

B7. Preliminary Site Plans, Floor Plans, and Sections

Prepare preliminary site plans, floor plans, and sections of the proposed facilities, including pump station, ground storage tank, electrical building, and chemical facilities.

B8. Chemical Process Layout

Develop Chemical Process flow for layout of injection equipment and controls based on current and future process controls for the City of Tomball.

B9. Coordinate with Electric Utility

Prepare preliminary load analysis and coordinate power requirements with electric utility.

B10. Draft Preliminary Design Report

Provide a Draft Preliminary Design Report (PDR) summarizing the recommendations for the pump station including an updated project schedule and opinion of probable construction costs.

B11. Review Meeting with the City Staff

Conduct (1) review meeting with City staff on the draft Preliminary Design Report to obtain their comments as well as feedback from land acquisition, process, electrical and operations specialties.

B12. Final Preliminary Design Report

Comments will be addressed, and the Report will be finalized updating conclusions and recommendations and opinion of probable construction costs.

TASK C: FINAL DESIGN 1,000 GPM PS :

FNI shall provide professional services in this phase as follows:

C1. 60% Final Design

- a. FNI will perform civil design including site plan, grading, drainage and utilities. Design includes using survey information to develop Pump Station Layout and yard piping layout to be included in plans and calculations. A quantity takeoff of required materials will be performed.
- b. Pump station mechanical design will be performed using required pressure and flow based on the hydraulic analysis made in the PDR. Pump curves and system curves will be developed. Pump selection will be made, and manufacturers will be contacted to establish motor sizes and pump types.
- c. Tank manufacturer will be contacted to coordinate foundation design based on geotechnical information and site survey. Pipe connections and appurtenances will be defined.
- d. The structural team will prepare foundation design for the pump station and electrical building. The electrical building is assumed to be a performance specified pre-cast concrete stand-alone building.
- e. Electrical team will develop power needs and prepare one-line diagrams and controls for motors and pumps. Emergency power generator will be selected, and location defined. Provide electrical plans, details for the pump station and ground storage tank electrical equipment, instrumentation, controls, site lighting, and related appurtenances. It is assumed the design will include a SCADA operated control valve inside of the pump station electrical room.
- f. The Water treatment team will develop the disinfection process in accordance with the water quality found on the water well.
- g. FNI's architects will develop a design that conforms with the needs and requirements for the City regarding access and functionality.
- h. The drainage team will perform a site evaluation visit to identify existing drainage patterns and possible outfall locations, which will be coordinated with the City Engineer. The discharge point will either be an existing roadside ditch, storm sewer system, or an existing drainage channel. Coordinate with the City Engineer and other local agencies as necessary to discuss storm drainage and detention requirements associated with the site development.
- i. Specifications: FNI will prepare front end documents related to contracting and obligations of the Contractor, City of Tomball and project designer. A bid document with alternates will be developed. Also, technical specifications for every discipline involved in the design of the pump station and ground storage tank will be prepared. Other contractual documents like geotechnical design report will be included as part of the project manual.

- j. 60% Quality Control and Constructability Review: Each discipline will conduct its QC review and provide feedback for its drawings and specifications. A constructability review will be conducted contractors that have worked in similar projects and with similar challenges as those encountered on this design.

C2. 90% Final Design

- a. FNI will continue refining the civil design including site plan, grading, drainage and utilities. Updates to the design includes using QC and constructability information to improve the Pump Station Layout and yard piping layout. Calculations will be completed, and the Project Design report will be finalized. An updated quantity takeoff of required materials will be performed.
- b. Pump station mechanical design will be refined using information based on transient analysis. Pump curves and system curves will be updated. Pump selection will be completed. Accepted manufacturers will be selected.
- c. Tank manufacturer will be contacted to complete foundation design and tank body will be developed. Pipe connections and appurtenances will be defined.
- d. The structural team will complete foundation design for pump station and electrical building.
- e. Electrical team will complete electrical drawings and finish details for the pump station and ground storage tank electrical equipment, instrumentation, controls, site lighting, and related appurtenances. SCADA operated control will be coordinated with existing City of Tomball system.
- f. The water treatment team will complete the disinfection equipment design.
- g. FNI's architects will complete the design using the feedback provided by the City of Tomball.
- h. The drainage team will complete and submit drainage improvement plans in accordance with City's Engineer Design Criteria. The drainage improvement plans will include the following: a location map showing the site in relation to the entire watershed, calculations showing the anticipated storm water flow including watershed area, runoff coefficient, time of concentrations, and basis for design of all improvements, and detailed plans for drainage structures, or any other proposed improvements.
- i. Specifications: FNI will complete front end documents related to contracting and obligations of the Contractor, City of Tomball and project designer. A bid document with alternates will be completed. Also, technical specifications for every discipline involved in the design of the pump station and ground storage tank will be finished. Other contractual documents like geotechnical design report will be updated to complete the project manual.
- j. 90% Quality Control and Constructability Review: Each discipline will conduct its final QC review and provide adjustments for its drawings and specifications. A final constructability review will be conducted contractors that have worked in similar projects.

C3. 100% Final Design

- a. After receiving comments from the City of Tomball the Drawings and Specifications will be updated in preparation for Agency Approval and Bid Process.
- b. FNI, will submit the contract documents (final drawings and specifications) to TCEQ for conditional

approval. We will coordinate with TCEQ in case there are any comments or revisions required. The project may be advertised and reviewed by the TCEQ concurrently, however the project cannot start construction until TCEQ approval is received.

TASK D: BID PHASE

Upon completion of the design services and approval of "Final" drawings and specifications by City, Consultant will proceed with the performance of services in this phase as follows:

D1. Prepare Bid Documents

Assist City in securing proposals this construction contract. Issue a Notice to Bidders to prospective contractors and vendors listed in Consultant's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to Bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.

D2. Distribute Bid Documents

Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.

D3. Maintain Distributed Bid Documents

Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.

D4. Issue Addenda and Respond to Questions

Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

D5. Pre-bid Conference

Assist the City in conducting a pre-bid conference for the construction projects and coordinate responses with City. Response to the pre-proposal conferences will be in the form of addenda issued after the conference.

D6. Bid Tabulation and Award Recommendation

At City request, Consultant will assist City in the opening, tabulating, and analyzing the proposals received. Review and identify non-compliance items in each proposal, review qualifications, develop a Bid Tabulation spreadsheet. Prepare a recommendation for award and attend the council meeting where the selected Contractor to execute the Project is on the agenda.

D7. Conformed Contract Documents

Assist City in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents for each construction contract, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute five (5) copies of these documents for each construction contract to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide City with the remaining five (5) copies of these documents for each construction contract for use during construction. Additional sets of documents can be

provided as an additional service.

D8. Issue of Documents and Notice to Proceed to Contractor

Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract. Assist in execution of the contract and issuance of Notice to Proceed.

TASK E: CONSTRUCTION GENERAL REPRESENTATION

Upon completion of the procurement phase services, Consultant will proceed with the performance of construction phase services as described below. Consultant will endeavor to protect the City in providing these services. However, it is understood that Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The City agrees to include provisions in the construction contract documents that will require the construction contractors to include Consultant and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

E1. Pre-Construction Conference

Assist City in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

E2. Construction Communication Plan

Establish communication procedures with the City, its authorized representative and contractor.

E3. Construction Documents Review

Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information (RFI), modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.

E4. Pay Request Review

Based on Consultant's observations as an experienced and qualified design professional and review of the Payment Requests (up to 12) and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

E5. Monthly Site Visits

Make two visits per month for the 1 month construction duration to the Pump Station and Ground Storage Tank site, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the City. Visits to the sites more than the specified number are an Additional Service.

E6. Non-Conforming Work Notification

Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

E7. Construction Documents Interpretation

Interpret the drawings and specifications for the City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.

E8. Management of Change

Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an Additional Service.

E9. Management of Change

Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an Additional Service.

E10. Pump Station Start Up

Assist, in conjunction with City's representative, the start-up process of the pump station and tank operation. This start-up process shall follow the recommendations of the pump manufacturer and tank manufacturer. Also, the contractor shall conform with the design concept of the Project and general requirements of water production, storage, and pumping needs. FNI will prepare a list of deficiencies to be corrected by the contractor before recommendation for equipment acceptance.

E11. Final Walk Thru

Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and

comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an Additional Service.

E12. Record Drawings

Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction Two (2) sets of prints of "Record Drawings" shall be provided by Consultant to the City. Consultant shall also provide a DWG electronic copy of the Record Drawings to the City.

SPECIAL SERVICES: FNI shall render the following special services once they have been authorized by the City

TASK F: CONSTRUCTION MANAGEMENT AND INSPECTION

The Consultant will have a Resident Project Representative (RPR) on the Site. The duties, responsibilities, and the limitations of authority of the RPR, and designated assistants, are as follows:

F1. CONSTRUCTION MANAGEMENT GENERAL ASSUMPTIONS

RPR is the Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with Consultant and CONTRACTOR, keeping City advised as necessary. RPR's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR.

FNI will endeavor to protect the City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

F2. CONSTRUCTION MANAGER AND RESIDENT PROJECT REPRESENTATIVE ASSIGNMENTS

Provide the services of an on-site Construction Inspector / RPR acceptable to the City. FNI will provide a level of service based on the duration and schedule of the project as outlined in the fee spreadsheet. The Consultant will provide one full-time inspector and a part-time construction manager. The inspector will cover the pump station project over the expected construction duration of 15 months. He is expected to work an average of 52 hours per week. The CM will average two trips to the site a week for the duration of the work, expected to be 15 months.

F3. DUTIES AND RESPONSIBILITIES OF THE RPR

- a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with Consultant concerning acceptability.
- b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
 - i. Serve as Engineering Consultant's liaison with CONTRACTOR, working principally through

- CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist Consultant in serving as City's liaison with CONTRACTOR when CONTRACTOR's operations affect City's on-site operations. Provide communication link between the City, Consultant, and Contractor.
- ii. Coordinate the work of testing laboratories and others required for the testing or inspection of materials, witness tests, factory testing, etc. for quality control.
- d. PMIS:
- i. Maintain a Project documentation system consistent with the requirements of the Construction Contract Documents, including daily field inspection and construction reports and tracking corrections to defective work.
 - ii. Maintain a photographic log of construction activities.
 - iii. Advise Consultant and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Consultant.
- e. Review of Work, Rejection of Defective Work, Inspections, and Tests:
- i. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to Consultant whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment, and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - iv. Accompany visiting inspectors representing public or other agencies having authority over the Project, record the results of these inspections and report to Consultant.
 - v. Observe whether the Contractor has performed inspections required by laws or regulations, ordinances, codes, or order applicable to the work, including those to be performed by public agencies having jurisdiction over the work.
 - vi. Notify the Consultant and City of non-conforming work observed.
- f. Interpretation of Contract Documents: Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by Consultant.
- g. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with RPR's recommendations to Consultant. Transmit to CONTRACTOR in writing decisions as issued by Consultant.
- h. Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.
- i. Reports:
- i. Report all activities to the ENGINEER and City on a daily/weekly basis including progress reports, deficiencies noted and corrected, schedule status and changes, conflicts on the plans, attend progress meetings, quantity overruns and underruns, potential future change order request, etc.
 - ii. Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.

- iii. Draft proposed Written Amendments, Change Orders, and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to Consultant Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- iv. When known, report immediately to Consultant and City the occurrence of any accident.
- j. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the City, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
- k. Review Contractor's record documents periodically to determine that the drawings are being maintained during the construction of the project.
- l. Certificates, Maintenance, and Operation Manuals: During the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to the City prior to final payment for the Work.
- m. Completion:
 - i. Before Consultant issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - ii. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including those to be performed by public agencies having jurisdiction over the Work.
 - iii. Conduct a final inspection in the company of Consultant, City and CONTRACTOR and prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment.
 - iv. Observe whether all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

TASK G: TOPOGRAPHIC SURVEY

Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

G1. TOPOGRAPHIC SURVEY

Perform a design topographic survey of the Baker Dr. site, proposed pump station sites and the pipeline alignments. Survey all surface features within the survey areas, including 1-foot contours, ditches, creeks, outlines of tree lines, telephone poles, fences, valves, vaults, manholes, roads, culverts, buildings, mailboxes, utility boxes, driveways, and all other such surface features. The vertical datum will be referenced to (NAVD 88) and tied to the City of Tomball Mapping Control Network benchmarks.

G2. DIG TESS CALL

Call Dig Tess to flag all existing underground franchise utilities and survey these utilities into the design survey. Research existing City of Tomball utility plans and include these lines in the survey.

TASK H: GEOTECHNICAL INVESTIGATION

Consultant will render the following geotechnical engineering professional services in connection with the project consisting of field exploration, laboratory testing, engineering analysis, and reporting.

H1. FIELD EXPLORATION

- a. Select appropriate locations for exploratory borings within the vicinity of the proposed improvements at each site and along the proposed pipeline alignment.
- b. The Consultant will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
- c. Subcontract with a drilling contractor to drill exploratory borings for the proposed improvements according to the schedule provided below.
- d. Water Plant: Three (3) borings to a depth of 40 feet and two (2) borings to a depth of 60 feet below existing grade for the pump station and electrical building.
- e. Ground Storage Tank: Five (5) borings to a depth of 60 feet below existing grade.
- f. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
- g. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
- h. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- i. A Consultant or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

H2. LABORATORY TESTING

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- b. The Consultant will select samples for laboratory testing, assign tests, and review the test results.
- c. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Unit dry weight
 - iv. Unconfined compressive strength of soil and rock
 - v. One-dimensional swell (restrained and unrestrained)
 - vi. One-dimensional consolidation

H3. WATER PLANT GEOTECHNICAL DESIGN REPORT

- a. The Consultant will perform the geotechnical engineering analysis and prepare separate technical memorandums for the Pump Station and Chemical Dosing Building summarizing the geotechnical investigation relevant for this structure. The technical memorandum will include the following:
 - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - iii. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
 - iv. Subgrade treatment and preparation recommendations for new access drives.

- v. General discussion of expected construction related issues.
- vi. Earthwork related recommendations for use during development of plans and specifications.

b. Submittals will include an electronic PDF copy of each technical memorandum.

H4. GROUND STORAGE TANK GEOTECHNICAL DESIGN REPORT

- a. The Consultant will perform the geotechnical engineering analysis and prepare separate technical memorandums for the Ground Storage Tank summarizing the geotechnical investigation relevant for this structure. The technical memorandum will include the following:
 - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - iii. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
 - iv. Subgrade treatment and preparation recommendations for new access drives.
 - v. General discussion of expected construction related issues.
 - vi. Earthwork related recommendations for use during development of plans and specifications.
- b. Submittals will include an electronic PDF copy of each technical memorandum.

TASK I: WELL CONSULTING SERVICES – Provide by AGS AND ALSAY

The Report including the following*

11. WELL CONSTRUCTION PARAMETERS

Provide estimated well construction parameters for the New Well and its permanent well pump and well motor equipment that include: the pilot hole or test hole depth and types of geophysical logs to perform; water well casing, blank liner pipe and well screen types and material diameters, depths, lengths and wall thicknesses; well pumping tests; well performance requirements; and the pumping rate, total dynamic head, pump setting, pump column sizing and motor horsepower for the permanent well pump and motor equipment.

12. POLLUTION HAZARDS STUDY AND REPORT

Perform a pollution hazard study for the site that is selected for the New Well construction that addresses the Texas Commission on Environmental Quality (TCEQ) rules and regulations for a public supply well in TCEQ Chapter 290, Subchapter D, 290.41, Water Sources, Groundwater sources and development, 290.41(c)(1)(A)-(E), and the TCEQ Well Pollution Hazard Survey Checklist. The AGS work will include collecting and reviewing Client information for the New Well site and environmental information regarding any pollution hazard(s) at or in the vicinity of the site. The work also will include performing a field visit to the New Well site selected for construction to check for any pollution hazard(s) at or in the vicinity of the well site.

13. WELL AND PUMP SPECIFICATIONS REVIEW

Review the following Client documents and provide review comments and suggested revisions to the Client: the draft technical specifications for the pilot hole or test hole, production well and well pump equipment; the draft water well schematic profile or drawing(s); and the draft bid document for the pilot hole or test hole, production well, well pump or motor equipment.

14. NEW WELL CONSTRUCTION AND FIELD SERVICES

- a. Review and evaluate the driller's log, geophysical logs and the sieve analysis for the drill cuttings collected from the pilot hole or test hole.
- b. Provide written information and recommendations regarding the collection of one or more water samples from the pilot hole or test hole and the sampling depth interval(s). If pilot hole or test hole water samples are collected by the water well contractor from one or more water sampling depths, then evaluate the field pumping data and laboratory analyses of the water samples.
- c. Review the water well contractor's well construction or completion recommendations and provide a written evaluation regarding the proposed well construction design, material diameters and depth settings, the gravel pack gradation and the screen slot size. If requested or needed, participate in a conference call(s) or meeting(s) regarding the pilot or test hole data and logs, any water sample field data or laboratory analyses and the water well contractor's proposed well construction recommendations.
- d. As requested or needed, provide limited office communication and consultation with the Client or water well contractor during the pilot or test hole and well drilling, construction, development and testing operations.
- e. Review and evaluate the water well development and pumping test field data and review or provide the proposed pumping rate, total dynamic head and depth setting for the permanent well pump and the proposed motor horsepower for the permanent well motor. Also review the laboratory analyses for the water samples collected from the water well during the 36-hour pumping test and provide written review information to the Client.

15. LABORATORY SERVICES

If any laboratory analysis of a water or gas sample(s) collected by AGS from the pilot or test hole or water well is requested or needed and approved by the Client, then AGS will be reimbursed for any water or gas sample(s) collected for which AGS is sent an invoice(s) by the laboratory that performs the lab work and analysis.

Note that the proposed laboratory cost for any water or gas sample analysis that might be billed to AGS is different than the extensive laboratory analyses of pilot or test hole and water well water samples that are specified to be completed by the water well contractor in the Client's technical specifications and contract and bid documents.

* For more details see attached AGS Proposal

16. EXISTING WELL INSPECTION AND FIELD SERVICES

- a. Remove the well cap, run potable water from the water plant into the well for an estimated period of minimum 1 day. This is required to help improve the clarity of the stagnant water in the well that has substantial biological / bacterial organisms.
- b. Perform a color well video survey to the total depth of the well that will provide video information regarding the depths and general condition of the well casing, blank liner and well screens. The electronic file(s) of the well video survey will be provided to the City and City representatives on a jump or flash drive or other format that is acceptable to the City. In addition to this the well inspection contractor will provide a written well video camera report to the City.

- c. Install a temporary well pump, well motor equipment at a minimum pumping rate of 500 gpm. The temporary system will include also discharging piping and holding tank. The inspection contractor will perform the following work and testing with City assistance, as needed: 1) pump and flush the water well at minimum 500 to 1,000 gpm to an existing drain or drainage location for a recommended minimum pumping period of minimum 2 days; 2) furnish and inject a liquid chlorine disinfection solution (minimum 200 ppm chlorine) into the well; 3) perform field testing and static and pumping water level and pumping rate measurements for a minimum 8-hour period to provide field data regarding the current well performance; and 4) collect one water sample for analysis of chemical, metal, radionuclide and bacteriological components.

TASK J: ENVIRONMENTAL REVIEW

Consultant will render the following professional environmental services in connection with the project.

J1. HAZARDOUS MATERIALS REVIEW

Conduct a limited desktop review for any unknown hazardous materials sites present in the project corridor.

J2. PRECONSTRUCTION NOTIFICATION

If required under the terms and conditions of the applicable nationwide permit or permits, Consultant will prepare a preconstruction notification (PCN). The draft PCN will be submitted to the City for review and comment. FNI assumes no more than one PCN would be required. After the City's comments are incorporated into the PCN, it will be submitted to the Galveston District Corps of Engineers. If a PCN is not required, Consultant will submit documentation to the City describing the permit conditions and requirements. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction. If an archeological survey is required, this will be considered Additional Services.

J3. SECTION 404 MITIGATION PLAN

These services do not include any mitigation plan services, if required by the permit. If these are required, they will be considered additional services, and will be negotiated between Consultant and the City if requested by the City.

Summary of Meetings

- Project Kickoff Meeting (Internal)
- Project Kickoff Meeting
- Up to seven (7) monthly progress meetings with City staff with topics including:
 - Pump Station Layout,
 - Technical design issues,
 - Sequencing,
 - And other project-related issues
- Up to two (2) council meetings for preliminary design and final design.
- Up to three (3) quality control review meetings (60%, 90% & 100% deliverables)
- One (1) Pre-bid conference meeting
- One (1) Bid opening meeting
- One (1) Pre-construction meeting

List of Deliverables

- Draft Preliminary Design Report
- Final Preliminary Design Report
- 60% Deliverable
- 90% Deliverable
- 100% Deliverable

Summary of Project Schedule

FNI agrees to complete the services as follows:

- Special Services (H and I): 60 Days after NTP
- Preliminary Design: 90 Days after City NTP
- Final Design: 120 Days after Preliminary Design
- Bid and Award Phase: 60 Days after Final Design Approval
- Construction Phase: 15 Months is anticipated for construction + 30 days for Record Drawings

SUMMARY OF FEE FOR ENGINEERING SERVICES

FNI proposes to perform the basic and special services outlined in the above sections for a total lump sum fee of \$1,082,647, and not-to-exceed fee of \$766,440, for a total project cost of \$1,849,087, as shown in Table 2.

Table 2: Summary of Fee for Basic and Special Services

Basic Services Tasks	
Description	Lump Sum Fee
Task A: Project Management	\$105,100
Task B: Preliminary Design	\$174,751
Task C: Final Design Phase	\$523,953
Task D: Bid Phase	\$40,091
Task E: Construction Phase General Rep.	\$238,752
Basic Services Subtotal (Lump Sum)	\$1,082,647
Special Services Tasks	
Description	CPM Fee
Task F: Resident Project Representation	\$602,831
Task G: Topographic Survey (Gorrondona)	\$9,693
Task H: Geotechnical Investigation (Ninyo & Moore)	\$30,239
Task I: Groundwater Consulting Services (AGS/ALSAY)	\$120,010
Task J: Environmental Review	\$3,668
Special Services Subtotal (CPM)	\$766,440
Project Total (Basic + Special Services)	\$1,849,087

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve a Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for design and construction of the interconnect for the proposed Grand Parkway Natural Gas Gate, for a not-to-exceed amount of \$236,762, 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 as a Capital Improvement Project.

Background:

To adequately service the new development on the south side of the city limits, Lovett Industrial and Grand Parkway Town Center, the need for an additional gas gate was identified. Currently there are no gas distribution lines in the immediate vicinity of these developments, however both developments require gas service for their operations.

Staff has worked with Kinder Morgan Tejas Pipeline, LLC to develop a plan for the design and construction of an Interconnect to service the proposed Grand Parkway Natural Gas Gate. The proposed Facilities Agreement requires Kinder Morgan to design, construct, test, own, maintain and operate the meter, tap, electronic flow measurement equipment (EFM), transmitters, communications equipment and all necessary pipelines and related facilities to deliver natural gas.

The agreement stipulates that the City is responsible to design, construct, test, maintain and operate any EFM desired for checking measurement of the gas delivered, required pressure protection equipment, and all necessary pipelines and related facilities that are required to receive natural gas from Kinder Morgan. The City has been working with Engineered Utility Solutions, Inc. to design the required components, and the plans have been completed and are pending final review prior to bid.

Per the terms and conditions of the Facilities Agreement the City must reimburse Kinder Morgan for the actual cost related to the design and construction of the interconnect, approximately \$236,762. The total cost for the Interconnect, City Gas Gate, and engineering will be split between the City, LIT Interchange 249 Phase I, LLC, and A-K 133 Hwy 249-Grand Parkway, L.P., with each entity contributing approximately 33% for all components of the proposed Grand Parkway Natural Gas Gate. A total breakdown of all proposed expenses is reflected in the table below.

Anticipated Expenses	
Engineered Utility Solutions, Inc	\$29,702.50
Kinder Morgan Tejas Pipeline	\$236,762.00
Estimated Gas Gate Construction	\$275,000.00

This item would authorize the Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for the design and construction of the Interconnect to service the Grand Parkway Natural Gas Gate to be paid by the City and a cost sharing reimbursement agreement with LIT Interchange 249 Phase I, LLC and A-K133 Hwy 249-Grand Parkway, LP.

Origination: Project Management

Recommendation:

Staff recommends approving a Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for the design and construction of an Interconnect for an amount not-to-exceed \$236,762.

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: #400-615-6409

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

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

FACILITIES AGREEMENT

This FACILITIES AGREEMENT (“Agreement”), is entered into and made effective as of _____, 2023 by and between Kinder Morgan Tejas Pipeline LLC (“Company”) and The City of Tomball (“Connecting Party”). Company and Connecting Party are sometimes referred to individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, Company owns an intrastate natural gas pipeline and related facilities (the “Company Pipeline”) located in Harris County, TX; and

WHEREAS, Company and Connecting Party desire for Company to construct, own and install the Company Facilities (hereinafter defined) for control and delivery of natural gas from Company to Connecting Party at the interconnect described below to be located at a mutually agreeable site in Harris County, TX.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. Company Facilities. Company will design, procure materials for, construct, install, test, own, maintain, and operate the following facilities (collectively, the “Company Facilities”):
 - a. one (1) one-inch (1”) Coriolis meter (the “Meter”);
 - b. one (1) three-inch (3”) hot tap;
 - c. electronic flow measurement equipment, transmitters, solar power system, and communications equipment (collectively, the “EFM”), and
 - d. all necessary pipelines and related facilities that are required to deliver natural gas from the Company Pipeline at the Meter.

The Company Facilities include above-grade facilities and below-grade piping as depicted on the process flow diagram attached to this Agreement as Exhibit “A”.

2. Connecting Party Facilities. Connecting Party will, at its sole cost, design, procure materials for, construct, install, test, own, maintain, and operate the following facilities (collectively the “Connecting Party Facilities”) downstream of the Company Facilities:
 - a. any electronic flow measurement equipment Connecting Party desires to use for check measurement of the gas to be delivered by Company, or install on designated ports of the Company’s EFM for data sharing (“Data Sharing Equipment”), provided that any such Data Sharing Equipment is approved by, and deemed necessary by Company;
 - b. all over pressure protection equipment required to protect the Connecting Party Facilities; and
 - c. all necessary pipelines and related facilities that are required to receive natural gas from the Company Pipeline at the Meter.

3. Engineering, Design and Construction. The Company Facilities will be designed, installed, and constructed in accordance with engineering standards as adopted by Company, as those standards may be amended or supplemented from time to time. The Company Facilities and the Connecting Party Facilities will each be designed, installed, and constructed in accordance with sound and prudent natural gas pipeline industry practice (including cathodic protection). Each Party may conduct onsite inspections of the other Party's facilities during and after construction. Upon request by one Party to the other Party, the other Party will provide the following: (a) the welder's test for butt welds and branch welds; (b) the fabrication and radiographic inspection reports; (c) hydrostatic testing documentation; (d) OPP documentation, as applicable; and (e) as-built drawings and information. The Parties will arrange a mutually agreeable schedule for connecting the Connecting Party Facilities to the Company Facilities.

4. Payment.

- a. Connecting Party will reimburse Company for the actual cost to design, construct, install and test the Company Facilities (the "Actual Cost"). The Actual Cost of the Company Facilities permitted to be charged to Connecting Party will include (i) the direct, third-party, out-of-pocket costs incurred for equipment, materials and labor, and easement/right-of-way acquisition costs allowing for the construction, installation, testing, operation and maintenance of the Company Facilities; (ii) the direct costs of any internal labor utilized in Company's performance under this Agreement; (iii) a charge reflecting Company's overhead costs, equal to sixteen percent (16%) of the costs reflected in clauses (i) and (ii), and (iv) tax gross up costs equal to fourteen percent (14%) of the other costs and expenses incurred by Company for the Company Facilities (including fourteen percent (14%) overhead costs).
- b. The cost of the Company Facilities is estimated to be two hundred thirty-six thousand seven hundred sixty-two dollars (\$236,762.00) (the "Estimated Cost") as detailed on Exhibit "B". Upon execution of this Agreement and prior to the construction and installation of the Company Facilities, Connecting Party will pay Company the Estimated Cost. After the construction, installation and testing of the Company Facilities is complete, Company will determine the Actual Cost and a true-up will be made between the Actual Cost and the Estimated Cost. If the Actual Cost is less than the Estimated Cost, then Company will refund any excess amounts to Connecting Party within thirty (30) days after the true-up. If the Actual Cost exceeds the Estimated Cost, then Company will invoice Connecting Party for the difference between the Actual Cost and the Estimated Cost, and Connecting Party will pay such invoice within thirty (30) days of its receipt.

5. Late Payment. If Connecting Party has not paid any amount due Company under this Agreement on or before the fifth (5th) day following the date such payment is due, then Company may, in addition to its other remedies, cease operation of the Company Facilities at any time prior to receiving payment in full by giving written notice to Connecting Party.

6. Property Access Rights. All of the Company Facilities will be located on a surface site to be obtained by Connecting Party as depicted on Exhibit “A” (the “Surface Site”). Connecting Party shall, at no cost to Company, grant to Company, or cause third parties to grant to Company, all rights-of-way and easements that Company deems necessary to construct, install, test, maintain, and operate the Company Facilities, on terms and conditions acceptable to Company, including rights-of-way and easements for (i) the Surface Site, (ii) additional work space, (iii) an all-weather access road for accessibility to the Surface Site, and (iv) 24/7 direct vehicular and pedestrian ingress and egress to the Surface Site and additional work space by Company and its employees, contractors and invitees and those of its affiliates (the “Connecting Party Easements”). Until such time as the Connecting Party Easements are in full force and effect, Company will have, and Connecting Party hereby grants to Company, a non-exclusive, irrevocable license, for the use and benefit of Company, its successors and assigns, and their respective employees, contractors and invitees and those of their affiliates, to use (1) the Surface Site, (2) additional work space, and (3) all access roads providing vehicular and pedestrian ingress and egress to the Surface Site and additional work space, in each case as Company deems necessary to construct, install, test, maintain, and operate the Company Facilities.

7. Operation. Company will, at its own expense, operate and maintain or cause the operation and maintenance of the Company Facilities in accordance with sound and prudent natural gas pipeline industry practice. Connecting Party will, at its own expense, operate and maintain the Connecting Party Facilities in accordance with sound and prudent natural gas pipeline industry practice. Company and Connecting Party, as applicable, shall comply with the following:

- a. Delivery Point/Measurement Point. Custody of the gas will transfer at the outlet flange of the Meter at the Company Facilities (the “Delivery Point”). The Delivery Point will be used to perform custody transfer measurement of the gas.
- b. Quality Specifications and Measurement. All gas delivered to the Delivery Point will be measured in accordance with and will conform to normal and reasonable natural gas pipeline industry standards and as provided for in the Commercial Agreement (hereinafter defined). Company will perform the testing and calibration of the Meter at reasonable times after giving Connecting Party no less than two (2) business days advance notice. Connecting Party will have the right to be present during testing or calibration of the Meter; provided, if Company has given the required notice to Connecting Party and Connecting Party is not present at the time specified, then Company may proceed with the tests as though Connecting Party were present, and the results therefrom will be deemed correct and accurate.
- c. Maximum/Minimum Flow Rate. The following are the minimum and maximum instantaneous flow rates at the interconnect, which are estimated on a uniform hourly rate of flow:

Minimum Flow Rate: 37 Mscf/day
Maximum Flow Rate: 7.5 MMscf/day

The designation of these daily flow rates represents a design approximation and is neither a representation nor a guarantee that actual operating conditions will permit such flow.

- d. Pressure. Company will deliver the gas to the Delivery Point at a pressure not to exceed the then-current maximum allowable operating pressure (“MAOP”) of the Company Pipeline.
- e. Noncompliance. Should either Party fail to comply with any provision of this Agreement with regard to gas quality, pressure and pulsation control or any other provision which could impact the operation and safety of the Connecting Party Facilities or the Company Facilities, the impacted Party will have the right to immediately suspend the flow of gas through the Connecting Party Facilities. Such Party will notify the other Party of such suspension as soon as reasonably possible.
- f. Odorization. It is understood and agreed that any gas delivered and received through the Delivery Point will not be odorized.

8. Data Sharing. Company will provide Connecting Party access for the Data Sharing Equipment. Connecting Party, at its sole risk, may install the Data Sharing Equipment approved by, and deemed necessary by Company, to obtain access to Company’s EFM data. Connecting Party will have access to such EFM data only in a format established by Company that will not interfere with the operation of the Meter. Company reserves the right to disconnect the Data Sharing Equipment without prior notice if the Data Sharing Equipment in any way interferes with or adversely affects Company’s operations. If it becomes necessary for Company to disconnect the Data Sharing Equipment from Company’s EFM, Company will notify Connecting Party of disconnection prior to or as soon as possible thereafter. Company will not be liable or responsible to Connecting Party Indemnified Parties (hereinafter defined), for, and Connecting Party will protect, defend indemnify, and hold harmless the Company Indemnified Parties (hereinafter defined) from and against, any and all Claims (hereinafter defined), including Claims for punitive, indirect, exemplary or consequential damages, arising from the use of, or the unavailability of the Data Sharing Equipment.

9. Compliance with Laws. The Company Facilities and the Connecting Party Facilities will be constructed, installed, operated, and maintained in compliance with all valid laws, orders, directives, rules, and regulations of all governmental authorities having jurisdiction.

10. Inspection and Retention of Records. Each Party will have the right at reasonable hours to examine the books and records of the other Party to the extent necessary to verify the accuracy of any statement, calculation or determination made pursuant to the provisions of this Agreement. If any such examination reveals, or if either Party discovers, any error in its own or the other Party’s statements, calculations or determinations, then proper adjustment and correction of the error will be made as promptly as practicable. All invoices and billings will be conclusively presumed final and accurate unless objected to in writing, with adequate explanation and/or documentation, within two (2) years from receipt by Connecting Party of the invoice(s) relating thereto.

11. Term. This Agreement will be effective as of the date first above written and will remain in full force and effect for an initial term ending February 29, 2028, then continuing for successive one year terms unless either Party gives the other Party written notice of termination at least sixty (60) days prior to the last day of the initial term or any renewal term (as applicable); provided, however, the Parties agree that while a Commercial Agreement applicable to the Delivery Point is in place, neither Party may terminate this Agreement.

12. **Intentionally Left Blank**

13. **Limitation of Consequential Damage Recovery. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED OTHER THAN (I) SUCH DAMAGES AS ARE AWARDED OR PAID TO THIRD PARTIES AND WHICH AN INDEMNIFIED PERSON IS LEGALLY COMPELLED TO PAY TO SUCH THIRD PARTIES AND (II) AS PROVIDED IN SECTION 8.**

14. Separate Commercial Agreement. This Agreement is not an agreement to transport, buy, sell, gather, treat, process, blend, receive or deliver gas. Any transportation, purchase, sale, gathering, treating, processing, blending, receipt or delivery of gas through the facilities described in, upgraded, installed or constructed under this Agreement will be performed under the terms and conditions of one or more separate written agreements (each, a “Commercial Agreement”). Further, the Parties agree that this Agreement does not waive any gas quality specifications in any Commercial Agreement.

15. Notices. All notices, including but not limited to invoices, required to be served under this Agreement must be in writing and served by (a) personal or overnight delivery service, (b) U.S. certified or registered mail, or (c) electronic mail, and must be addressed as follows:

Company:
Kinder Morgan Tejas Pipeline LLC
1001 Louisiana, Suite 1000
Houston, Texas 77002
Attn: Contract Administration
Phone Number: (713) 369-9427
E-mail: contractadministration@kindermorgan.com
Invoices: Cassell_Kincaid@kindermorgan.com

Connecting Party:
The City of Tomball
401 Market Street, Tomball, Texas 77375
Phone Number: (281) 290-1400
E-mail: desquivel@tomballtx.gov

or at such other address as the Parties may from time to time designate to one another in writing. Notices sent by certified mail or courier will be deemed provided upon delivery as evidenced by the receipt of delivery. Notices sent by electronic mail will be deemed to have been provided upon the sending Party's receipt of a non-automated response from the recipient or automatic read receipt generated from the recipient's electronic mail provider. Electronic mail copies of all notices and correspondence under this Agreement, including signatures, will constitute original copies of the notice(s) and correspondence and will be as binding on the Parties as the original, as long as there is verification of receipt of the copy.

16. Laws. **THIS AGREEMENT WILL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES WHICH WOULD REFER TO THE LAWS OF ANOTHER JURISDICTION. EXCLUSIVE VENUE FOR ANY ACTION BROUGHT HEREUPON WILL BE IN THE STATE OR FEDERAL COURTS LOCATED IN HOUSTON, HARRIS COUNTY, TEXAS. EACH PARTY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM RELATING TO THIS AGREEMENT. Reasonable attorneys' fees and costs may be awarded to the prevailing Party in connection with any action taken to enforce its rights under this Agreement.**

17. Binding Agreement and Assignments. Once executed by the Parties, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The Parties do not intend there to be any third party beneficiaries of this Agreement, except for the indemnified parties specifically described herein. A Party may not sell, assign or otherwise transfer, in whole or in part, any interest in this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned; provided that, a Party may sell, assign or transfer its interest in this Agreement to an affiliate without consent of the other Party upon notice to the other Party. Any sale, assignment or transfer in violation of the foregoing provisions will be void.

18. Force Majeure. In the event any Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations, other than payment, it is agreed that upon such Party's giving written notice of such Force Majeure to the other Party, the obligations of both Parties, to the extent affected by such event, shall be suspended from the inception and during the continuance of the Force Majeure, but for no longer period, and the cause shall be remedied with reasonable dispatch. "Force Majeure" means an event not anticipated as of the date hereof, which is not within the reasonable control of the Party, including but not limited to: (i) either Party's failure to obtain or delay in obtaining any necessary permits or easements or rights-of-way, which by the exercise of due diligence, such Party is unable to overcome, and (ii) in the case of third-party obligations and/or facilities, the third party claiming suspension, which by the exercise of due diligence such third party is unable to overcome.

19. Relationship of the Parties. This Agreement is not intended to and does not (i) create any relationship of partnership, joint venture, agency, or employment; or (ii) permit either Party to obligate the other. Each Party is and will remain an independent contractor as to the other Party in all respects and in the performance of all work and activities under this Agreement. The detailed methods and manner of conducting such work and activities by such Party will be under the complete control and direction of such Party unless modified by another provision of this

Agreement. Nothing in this Agreement will limit or be interpreted as conflicting with the independent contractor status of such Party and its subcontractors, but in the event of any such conflict, the provisions of this Section will govern.

20. Miscellaneous. The division of this Agreement into articles, sections and subsections, and the insertion of headings and table of contents, if any, are for convenience of reference only, and will not affect the construction or interpretation hereof. To the extent of any conflict between the terms and provisions of the portion of this Agreement that precedes the signature lines (the “Body of the Agreement”) and any Exhibit attached hereto, the Body of the Agreement will control. This Agreement, together with the Exhibits attached hereto, set forth the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all previous discussions, undertakings and agreements regarding the subject matter of this Agreement. Except as otherwise expressly provided, this Agreement will not be amended other than by written agreement of the Parties. The failure of any Party to insist upon strict performance of any provision hereof will not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor will a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

21. Severability. If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then if necessary, second, severed from the remainder of this Agreement to allow the remainder of this Agreement to remain in full force and effect.

22. Waiver. Any waiver of any term or condition will not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder will not constitute a waiver of any such rights.

23. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile, portable document format (.pdf), or other electronic or photostatic transmission), each of which when so executed will be deemed to be an originally executed original.

24. Company makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Tomball;
- b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Tomball; and
- c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

Kinder Morgan Tejas Pipeline LLC

By: _____

Title: _____

Date: _____

The City of Tomball

By: _____

Title: _____

Date: _____

[SIGNATURE PAGE TO THAT CERTAIN FACILITIES AGREEMENT BY AND BETWEEN KINDER MORGAN TEJAS PIPELINE LLC AND THE CITY OF TOMBALL DATED _____, 2023.]

EXHIBITS

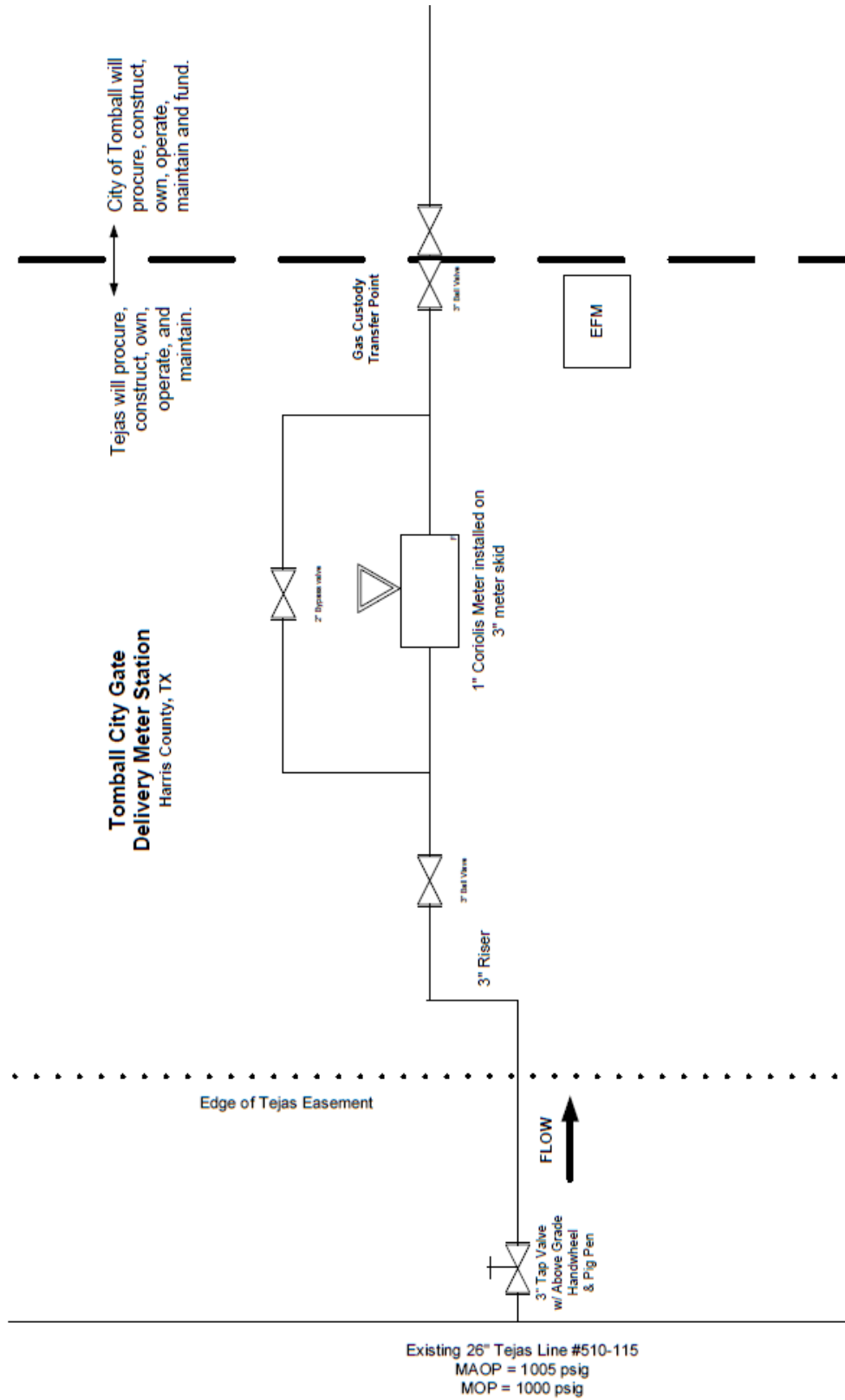
A – Process Flow Diagram

B – Estimated Cost

EXHIBIT "A"
TO
FACILITIES AGREEMENT
BETWEEN
KINDER MORGAN TEJAS PIPELINE LLC
AND
THE CITY OF TOMBALL

PROCESS FLOW DIAGRAM

(See Next Page)



END OF EXHIBIT "A"

EXHIBIT "B"
TO
FACILITIES AGREEMENT
BETWEEN
KINDER MORGAN TEJAS PIPELINE LLC
AND
THE CITY OF TOMBALL

ESTIMATED COST

KINDER MORGAN				
PROJECT NAME	CEM22010005 Tomball City Gate Delivery Meter			
COMPANY NAME	TEJAS	COMPANY NO.	0544	
REQUESTED BY	Ryan White	PREPARED BY	Don Shrum	
ESTIMATE NO.	CEM22010005a / 1523	ORIGINAL EST. DATE	10/11/22	
REVISION NO.	-	CONSTRUCTION CONTINGENCY	10%	
REVISION DATE	11/28/22	OVERHEAD	14.00%	
PROJECT MANAGER	Austin Malone	AFUDC RATE (Debt / Equity)	0.00%	0.00%
STATE	Texas	TAX GROSS UP	14.00%	
COUNTY	Harris	PROJECT TYPE	Reimbursable	
		IN-SERVICE	Mar-23	
		ESTIMATE ACCURACY LEVEL	Class 3	
Tomball City Gate Delivery SCOPE:	Interconnect Contractor to provide necessary equipment, material and labor to perform tasks outlined in Interconnect Scope of Work, which includes: material for a 3" hot tap on a 26" Tejas 520-115 mainline, 3" riser and meter installation, 50ftx50ft site prep and chain link fencing w/ gates. 1" coriolis meter installed on 3" meter skid, transmitter, RTU w/ solar power system and communications equipment.			
ASSET CAPABILITIES: Vol @ ### psi				
Minimum	0 MMCFD			
Maximum	7.5 MMCFD			
ESTIMATE SUMMARY	Tomball City Gate Delivery			TOTAL
MATERIAL (INCL SALES TAX)	\$ 86,600			\$ 86,600
COMPANY LABOR COST	\$ 3,100			\$ 3,100
PM, ENG, LAND, ENVIRO - EXPENSE	\$ -			\$ -
PRIMARY CONSTRUCTION CONTRACTOR	\$ 69,300			\$ 69,300
SECONDARY CONTRACTOR	\$ -			\$ -
PROFESSIONAL ENGINEERING	\$ 1,400			\$ 1,400
INSPECTION SERVICES	\$ 5,200			\$ 5,200
RADIOGRAPHY SERVICES	\$ -			\$ -
ENVIRONMENTAL CONTRACTOR	\$ -			\$ -
ELECTRICAL & INSTRUMENTATION	\$ -			\$ -
RIGHT OF WAY CONTRACTOR	\$ -			\$ -
SURVEY CONTRACTOR	\$ -			\$ -
OUTSIDE LEGAL SERVICES	\$ -			\$ -
ROW & DAMAGES	\$ -			\$ -
PERMIT FEES	\$ -			\$ -
GAS LOSS	\$ -			\$ -
SUBTOTAL	\$ 165,600			\$ 165,600
CONSTRUCTION CONTINGENCY	\$ 16,560			\$ 16,560
AFUDC	\$ -			\$ -
SUBTOTAL	\$ 182,160			\$ 182,160
CAPITALIZED OVERHEAD (BURDEN)	\$ 25,502			\$ 25,502
TAX GROSS-UP	\$ 29,100			\$ 29,100
ESCALATION	\$ -			\$ -
RISK INSURANCE	\$ -			\$ -
ESTIMATED TOTAL COST	\$ 236,762			\$ 236,762

END OF EXHIBIT "B"

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve a Professional Services Agreement with Threshold Land Services for acquisition of utility easements for the FM 2920 Lift Station Consolidation, Project 2019-10008, for a not-to-exceed amount of \$77,646.28, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.

Background:

The City entered in a Professional Services Agreement with Freese & Nichols, Inc in November 2022 for the design of the FM 2920 Lift Station Consolidation to expand the capacity of the wastewater collection system to the existing South Wastewater Treatment Plant. The existing FM 2920 lift station does not have the capacity for future development needs and therefore alternatives to expand the force main were evaluated to extend a gravity line to the existing manhole and stub-out located west of State Highway 249.

The proposed route for the 30-inch gravity main will be installed along Holderrieth Road to Calvert Road, turning along Calvert Road to North Humble Lake Road intersection and continue northwest parallel through private property until reaching Treichel Road and north along Treichel Road to Waller-Tomball Road and then west until it reaches the existing location of the FM 2920 lift station. In order to achieve the proposed route, easement acquisition is required.

The proposed Professional Services Agreement with Threshold Land Services will provide the required assistance and preparation of documents required for easement acquisition for a not-to-exceed amount of \$77,646.28.

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement with Threshold Land Services for acquisition of utility easements for the FM 2920 Lift Station Consolidation, Project 2019-10008, for a not-to-exceed amount of \$77,646.28.

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: #400-614-6409

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

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

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 2019-10008
CITY OF TOMBALL
FM 2920 Lift Station Improvements (Consolidation)**

**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 Threshold Land Services ("Engineer").

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

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

**SECTION I.
SCOPE OF AGREEMENT**

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

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

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

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

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

**SECTION IV.
TIME FOR PERFORMANCE**

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

**SECTION V.
COMPLIANCE AND STANDARDS**

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

**SECTION VI.
INDEMNIFICATION**

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

**SECTION VII.
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$77,646.28, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

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

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

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

Threshold Land Services
Attention: Josh Jeter
234 Southwest Parkway East
College Station, Texas 77840

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

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

**SECTION XI.
LIMIT OF APPROPRIATION**

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

**SECTION XII.
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

This instrument, including 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, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

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

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

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

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

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

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

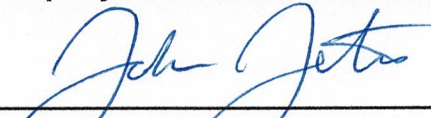
C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be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

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

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

EXECUTED on this 10th day of August, 2023.

Company Name: Threshold Land Services



Name:

Josh Jeter

Title:

Sr. Land Agent

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

Threshold Land Services
234 Southwest Parkway East
College Station, TX 77840

August 7, 2023

Client: City of Tomball
501 James Street
Tomball, TX 77375

Project Scope and Bid Sheet for Land Services:

FM 2920 LS Consolidation

SCOPE:

- Acquisition of Utility Easements for the FM 2920 Sanitary Sewer Line
- Project will require the acquisition of utility easements across 20 different properties
- Threshold will acquire title ownership reports (without warranty) on each tract and perform the necessary curative to clear up title defects, as needed.
- Threshold will obtain Rights of Entry for each parcel, as needed, for the purposes of surveying, appraising, etc.
- Threshold will send project description and initial offer letters based on tax values, sales comparisons, and/or a certified appraisal of the parcel -- all offers to be approved by the City.
- Threshold will negotiate the acquisition terms and consideration amount and secure a signed a Memorandum of Understanding or Purchase and Sale Agreement, also to be approved by City.
- Threshold will acquire executed and notarized easements, and lien subordinations/releases and submit to the City for processing and filing

LAND SERVICES COST PER PARCEL

	Quantity	Rate	Subtotal	TOTAL
Project Manager - hourly	10	\$ 85.000	\$ 850.00	
Senior Land Agent - hourly	25	\$ 75.000	\$ 1,875.00	
Land Technician - hourly	5	\$ 45.000	\$ 225.00	
Mileage	100	\$ 0.625	\$ 62.50	
Postage	1	\$ 10.000	\$ 10.00	
Copies - courthouse (online), copy center, in-house	20	\$ 1.000	\$ 20.00	
Title Report	1	\$300	\$ 300.00	
SUBTOTAL COST PER PARCEL:			\$ 3,342.50	
Miscellaneous costs, office supplies, overhead (1% of total)			\$ 33.43	
TOTAL COST PER PARCEL:			\$ 3,375.93	
	No. of Parcels			
LAND SERVICES COST ALL PARCELS	20	\$ 3,375.93	\$ 67,518.50	\$ 67,518.50
			<i>Contingency</i>	\$ 10,127.78
TOTAL ANTICIPATED COST OF LAND SERVICES FOR PROJECT:				\$77,646.28

COSTS TO BE ASSUMED BY CITY:

- Title Insurance
- Landowner Consideration for Easements
- Surveying Costs
- Appraisals Costs
- Easement/Deed Recording Fees

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve an annual Consumer Price Index (CPI) and Fuel Index Adjustment from GFL Environmental (formally WCA Waste Corporation) of 5%, effective October 1, 2023, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all required documentation. This amount is included in the FY 2023-2024 budget.

Background:

Based on the terms and conditions of the Service Contract between the City of Tomball and GFL Environmental for solid waste services, a CPI and Fuel Index adjustment are permitted annually. The City has received notification from GFL requesting a CPI increase of 5%.

Our current contract with GFL allows the rates to be increased based on the Consumer Price Index for Houston, Texas which is currently at 5.998% for solid waste, and the Energy Information Administration of the US Department of Energy Weekly Retail On-Highway Diesel Prices for the Gulf Coast which is currently at 2.45% resulting in a maximum allowable rate increase of 8.45%.

The total adjustment for services as of October 1, 2023, will be 5% total, the maximum allowed under the contract terms and conditions, and not the projected 8.45%. The proposed CPI increase will not increase pricing for residential or commercial customers; during the implementation of the original contract the CPI increases were accounted for over the five-year term of the contract in our Master Fee adoption in October 2019.

There will be an increase for roll-off services proposed in our Master Fee Schedule to align with GFL's pricing, but this billing is not completed by the City and is instead directly billed by GFL. Our Master Fee Schedule will only reflect what is being charged by GFL for contractors that refer to our website for information.

Origination: Project Management

Recommendation:

Staff recommends approving the request annual Consumer Price Index and Fuel Index Adjustment from GFL Environmental of 5%, effective October 1, 2023.

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

FUNDING (IF APPLICABLE)

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

Yes: No:

If yes, specify Account Number: #100-155-6327

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

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



May 18, 2023

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

RE: Contract for Solid Waste Collection and Disposal Services between the City of Tomball, Texas and Waste Corporation of Texas, L.P., dba GFL Environmental – Modification of Monthly Unit Rate per Household

Dear David:

In accordance with the current, mutually agreed upon, contract for Solid Waste Collection and Disposal Services, section 9.03 Modification of Rates: allows Base Rate adjustments for changes in the (i) CPI (Consumer Price Index) and (ii) Fuel Index, as defined below, will be considered by the City no more than once per year during the term of the contract, during the month of October of each contract year. Contractor shall submit a request for an Annual Base Rate Adjustment by June 1st of each year (the Adjustment Period). The Contractor must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld.

Contractor's request for an adjustment in the Base Rates for increases in the CPI and the Fuel Index shall be calculated as follows:

- (a) Contractor shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the CPI) between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the CPI Component).



- (b) Contractor shall also calculate the percentage of change in the cost of diesel fuel during the prior 12-month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy (EIA/DOE)'s Weekly Retail On-Highway Diesel Prices for the Gulf Coast, published on the last Monday of each May of the Contract Year Fuel Index). The EIA/DOE currently publishes these prices on their website at the following location:
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> Contractor shall calculate the percentage of change in the price of diesel fuel between:
- a. The average price of diesel fuel from the aforesaid website published for the last Monday of April of the then immediately prior year (the Initial Fuel Base); and
 - b. The average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of April of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the current fuel base). The percentage change in the Initial Fuel Base and the Current Fuel Base shall be multiplied by 13%, and the product thereof shall be the "Fuel Adjustment Component"; and
- (c) The CPI Component and the Fuel Adjustment Component shall be added together and then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing October 1 of the current Contract Year, such adjustment shall not exceed five percent (5%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

Please consider this letter as our request for a rate adjustment, effective October 1, 2023. Below, you will find the rate adjustment calculation as set forth in the contract under Section 9.03. In addition, you will find attached all the supporting documentation and data used in the rate adjustment calculation, as set forth in Section 9.03. Please let me know if you would like to discuss rate adjustment. Thank you in advance for your consideration in this matter.

Item 1a: The CPI Index value for April, of the current year, 2023.

The data for the June CPI Index is not published until early July, therefore cannot be utilized, and submitted for a request prior to June 1st, as noted in Section 9.03. We have used the most current published CPI data, which is for April 2023 (current year) and April 2022 (immediately preceding year).

As per the contract, the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the



United States Bureau of Labor Statistics, Consumer Price Index was used for the purpose of this calculation.

CPI Index value for April 2023 = 276.935

Item 2a: The CPI Index value for April of the previous year, 2022.

The Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index was used for the purpose of this calculation.

CPI Index value for April 2022 = 261.263

Item 3a: The net percentage change.

**Net percentage change in CPI index values =
(276.935-261.263)/261.263 x 100 = 5.998% CPI Component**

Item 1b: The average price of diesel fuel for the last Monday of April 2022
(Initial Fuel Base): \$2.97

Item 2b: The average price of diesel fuel for the 52 weeks periods immediately prior to the last Monday of April 2023 **(Current Fuel Base): \$3.53**

Item 3b: **The net percentage change in price of diesel fuel (Fuel Adjustment Component)
= (3.53-2.97)/2.97 x 100 = 18.86%*13.0% = 2.45%**

(.0599+.0245) *\$13.46 = \$1.14 Adjustment in Base Rate

As per section 9.03 of the Contract, the adjustment in the Base Rate commencing October 1 of the current Contract Year, such adjustment shall not exceed five percent (5%) in any given year therefore the proposed rate adjustment is an increase in the current rate per home, per month of 5%.

Rate increase = 5%

The **Current Residential Rate** for the City of Tomball is: \$14.76.

The **Proposed Residential Rate** with 5% CPI adjustment is: **\$15.50**



$\$14.76 + 5\% = \$15.40.$

Please let me know if you would like to discuss the Rate Adjustment. Thank you in advance for your consideration in this matter.

Best Regards,

Suzanne Haboush
Government Contracts Manager



Comparative Statement - Index

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37BSA0LE,CUUSS37BSA0LE

Not Seasonally Adjusted

Series: All items less energy in Houston-The Woodlands-Sugar Land, TX, all urban

Title: consumers, not seasonally adjusted

Area: Houston-The Woodlands-Sugar Land, TX

Item: All items less energy

Base: 1982-84=100

Period:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013		206.613		208.095		208.351		209.273		210.196		211.985	208.762	207.343	210.181
2014		212.466		213.480		214.996		215.746		217.660		217.089	215.026	213.396	216.657
2015		218.015		219.736		220.027		221.505		223.289		222.583	220.656	219.024	222.289
2016		225.368		225.652		226.660		225.741		226.945		226.352	225.902	225.380	226.424
2017		227.303		227.902		229.298		229.994		230.505		228.806	228.711	227.774	229.649
2018		231.096		232.096		233.466		232.958		233.986		233.366	232.574	231.559	233.590
2019		235.652		236.175		236.858		237.802		238.554		237.478	236.857	235.844	237.870
2020		239.794		237.284		239.624		239.355		240.014		239.925	239.229	238.760	239.699
2021		240.956		243.902		246.854		247.466		249.504		251.788	246.000	243.136	248.865
2022		256.818		261.263		263.563		267.469		269.105		267.360	263.405	259.321	267.489
2023		272.789		276.935											



Comparative Statement Index - continued

[Back to Contents](#) **Data 1: W Diesel Prices - All Types**

Sourcekey	EMD_EPD2D_PTE_N US_DPG	EMD_EPD2D_PTE_R 10_DPG	EMD_EPD2D_PTE_R 1X_DPG	EMD_EPD2D_PTE_R 1Y_DPG	EMD_EPD2D_PTE_R 1Z_DPG	EMD_EPD2D_PTE_R 20_DPG	EMD_EPD2D_PTE_R 30_DPG
Date	Weekly U.S. No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly East Coast No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly New England (PADD 1A) No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Central Atlantic (PADD 1B) No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Midwest No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)
Mar 29, 2021	3.161	3.13	3.091	3.274	3.041	3.104	2.955
Apr 05, 2021	3.144	3.114	3.076	3.268	3.018	3.083	2.934
Apr 12, 2021	3.129	3.1	3.071	3.257	3.001	3.061	2.924
Apr 19, 2021	3.124	3.096	3.071	3.259	2.993	3.054	2.923
Apr 26, 2021	3.124	3.093	3.08	3.268	2.98	3.058	2.917
May 03, 2021	3.142	3.113	3.084	3.285	3.004	3.085	2.924
May 10, 2021	3.186	3.16	3.115	3.336	3.051	3.13	2.968
May 17, 2021	3.249	3.228	3.152	3.395	3.13	3.197	3.029

[Back to Contents](#) **Data 1: W Diesel Prices - All Types**

Sourcekey	EMD_EPD2D_PTE_N US_DPG	EMD_EPD2D_PTE_R 10_DPG	EMD_EPD2D_PTE_R 1X_DPG	EMD_EPD2D_PTE_R 1Y_DPG	EMD_EPD2D_PTE_R 1Z_DPG	EMD_EPD2D_PTE_R 20_DPG	EMD_EPD2D_PTE_R 30_DPG
Date	Weekly U.S. No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly East Coast No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly New England (PADD 1A) No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Central Atlantic (PADD 1B) No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Midwest No 2 Diesel Retail Prices (Dollars per Gallon)	Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)
May 03, 2021	3.142	3.113	3.084	3.285	3.004	3.085	2.924
May 10, 2021	3.186	3.16	3.115	3.336	3.051	3.13	2.968
May 17, 2021	3.249	3.228	3.152	3.395	3.13	3.197	3.029
May 24, 2021	3.253	3.235	3.15	3.406	3.137	3.199	3.029
May 31, 2021	3.255	3.239	3.165	3.414	3.135	3.197	3.027
Jun 07, 2021	3.274	3.259	3.183	3.424	3.163	3.222	3.034
Jun 14, 2021	3.286	3.275	3.203	3.435	3.181	3.233	3.04
Jun 21, 2021	3.287	3.275	3.213	3.441	3.175	3.231	3.042
Jun 28, 2021	3.3	3.29	3.238	3.451	3.191	3.239	3.044
Jul 05, 2021	3.331	3.306	3.242	3.475	3.204	3.264	3.076
Jul 12, 2021	3.338	3.312	3.245	3.477	3.213	3.261	3.083
Jul 19, 2021	3.344	3.312	3.251	3.478	3.211	3.264	3.083
Jul 26, 2021	3.342	3.311	3.252	3.473	3.213	3.258	3.079
Aug 02, 2021	3.367	3.332	3.255	3.493	3.238	3.278	3.097
Aug 09, 2021	3.364	3.328	3.262	3.493	3.23	3.271	3.083
Aug 16, 2021	3.356	3.316	3.271	3.485	3.212	3.259	3.073
Aug 23, 2021	3.324	3.297	3.26	3.473	3.186	3.216	3.038
Aug 30, 2021	3.339	3.306	3.271	3.474	3.201	3.241	3.06
Sep 06, 2021	3.373	3.332	3.285	3.483	3.24	3.284	3.104
Sep 13, 2021	3.372	3.337	3.288	3.486	3.246	3.282	3.099
Sep 20, 2021	3.385	3.352	3.3	3.496	3.266	3.29	3.119
Sep 27, 2021	3.406	3.371	3.299	3.514	3.288	3.326	3.142
Oct 04, 2021	3.477	3.436	3.335	3.572	3.362	3.43	3.203
Oct 11, 2021	3.586	3.562	3.459	3.705	3.484	3.538	3.335
Oct 18, 2021	3.671	3.655	3.555	3.792	3.582	3.615	3.422
Oct 25, 2021	3.713	3.704	3.626	3.849	3.621	3.632	3.483
Nov 01, 2021	3.727	3.717	3.651	3.862	3.631	3.639	3.486
Nov 08, 2021	3.73	3.712	3.656	3.858	3.624	3.633	3.482
Nov 15, 2021	3.734	3.707	3.657	3.852	3.62	3.631	3.474
Nov 22, 2021	3.724	3.69	3.666	3.847	3.595	3.617	3.457
Nov 29, 2021	3.72	3.684	3.666	3.845	3.586	3.602	3.454
Dec 06, 2021	3.674	3.658	3.654	3.824	3.556	3.536	3.402
Dec 13, 2021	3.649	3.633	3.643	3.811	3.521	3.512	3.372
Dec 20, 2021	3.626	3.611	3.633	3.792	3.496	3.492	3.339
Dec 27, 2021	3.615	3.602	3.623	3.779	3.488	3.479	3.33
Jan 03, 2022	3.613	3.604	3.622	3.781	3.49	3.477	3.328
Jan 10, 2022	3.657	3.645	3.627	3.808	3.547	3.522	3.384
Jan 17, 2022	3.725	3.719	3.698	3.877	3.624	3.603	3.463
Jan 24, 2022	3.78	3.781	3.777	3.934	3.686	3.656	3.531
Jan 31, 2022	3.846	3.852	3.833	4.002	3.761	3.714	3.608
Feb 07, 2022	3.951	3.971	3.947	4.098	3.896	3.808	3.73
Feb 14, 2022	4.019	4.063	4.007	4.21	3.98	3.884	3.785
Feb 21, 2022	4.055	4.112	4.076	4.278	4.014	3.905	3.83
Feb 28, 2022	4.104	4.161	4.158	4.309	4.069	3.968	3.872
Mar 07, 2022	4.849	4.97	4.815	5.093	4.919	4.649	4.703
Mar 14, 2022	5.25	5.334	5.231	5.474	5.264	5.044	5.11
Mar 21, 2022	5.134	5.179	5.125	5.303	5.11	4.959	4.964
Mar 28, 2022	5.185	5.249	5.309	5.4	5.145	4.994	4.972
Apr 04, 2022	5.144	5.206	5.283	5.363	5.095	4.947	4.929
Apr 11, 2022	5.073	5.128	5.181	5.291	5.018	4.887	4.84
Apr 18, 2022	5.101	5.151	5.177	5.335	5.033	4.921	4.855
Apr 25, 2022	5.16	5.209	5.24	5.4	5.086	4.987	4.916



Comparative Statement – Fees

City of Tomball

Commercial Container Pricing Schedule - Current							
Size	Days Per Week						Addtl P.U.
	1	2	3	4	5	6	
3 yd	\$ 77.83	\$123.49	\$186.79	\$233.48	\$291.59	\$349.70	\$ 87.17
Additional	\$ 71.60	\$113.11	\$172.26	\$214.80	\$268.76	\$321.69	
4 yd	\$ 84.05	\$133.86	\$200.25	\$251.12	\$313.38	\$376.68	\$ 87.17
Additional	\$ 77.83	\$123.49	\$184.71	\$231.41	\$288.48	\$346.59	
6 yd	\$108.96	\$171.22	\$258.39	\$322.72	\$403.66	\$482.53	\$ 87.17
Additional	\$100.66	\$157.73	\$237.63	\$296.78	\$371.50	\$444.13	
8 yd	\$116.22	\$210.65	\$278.10	\$340.36	\$428.57	\$514.70	\$ 87.17
Additional	\$106.88	\$194.05	\$256.31	\$313.38	\$394.33	\$482.53	

Commercial Container Pricing Schedule - Proposed 5% CPI Increase							
Size	Days Per Week						Addtl P.U.
	1	2	3	4	5	6	
3 yd	\$ 81.72	\$129.66	\$196.13	\$245.15	\$306.17	\$367.19	\$ 91.53
Additional	\$ 75.18	\$118.77	\$180.87	\$225.54	\$282.20	\$337.77	
4 yd	\$ 88.25	\$140.55	\$210.26	\$263.68	\$329.05	\$395.51	\$ 91.53
Additional	\$ 81.72	\$129.66	\$193.95	\$242.98	\$302.90	\$363.92	
6 yd	\$114.41	\$179.78	\$271.31	\$338.86	\$423.84	\$506.66	\$ 91.53
Additional	\$105.69	\$165.62	\$249.51	\$311.62	\$390.08	\$466.34	
8 yd	\$122.03	\$221.18	\$292.01	\$357.38	\$450.00	\$540.44	\$ 91.53
Additional	\$112.22	\$203.75	\$269.13	\$329.05	\$414.05	\$506.66	



Comparative Statement – Fees continued

City of Tomball

Roll-Off Container Pricing - Current (City Provided)						
Roll TYPE	Size	Delivery	Daily Rent	Disposal/Ton	Haul Rate	Trip Charge
PERM	20 Yd	\$134.90	\$ 6.74	N/A	\$191.97	\$ 150.47
TEMP	20 Yd	\$134.90	\$ 6.74	\$ 31.21	\$191.97	\$ 150.47
PERM	30 Yd	\$134.90	\$ 6.74	N/A	\$207.54	\$ 150.47
TEMP	30 Yd	\$134.90	\$ 6.74	\$ 31.21	\$207.54	\$ 150.47
PERM	40 Yd	\$134.90	\$ 6.74	N/A	\$217.92	\$ 150.47
TEMP	40 Yd	\$134.90	\$ 6.74	\$ 31.21	\$217.92	\$ 150.47
Receiver Box	Comp/RO	\$134.90	N/A	\$ 41.51	\$285.37	\$ 150.47
				Comp. Haul	\$200.00	\$ 124.52
				Comp. Disposal	\$ 30.08	\$ -

Roll-Off Container Pricing - Proposed 5% CPI Increase						
Roll TYPE	Size	Delivery	Daily Rent	Disposal/Ton	Haul Rate	Trip Charge
PERM	20 Yd	\$141.65	\$ 7.08	N/A	\$201.57	\$ 157.99
TEMP	20 Yd	\$141.65	\$ 7.08	\$ 32.77	\$201.57	\$ 157.99
PERM	30 Yd	\$141.65	\$ 7.08	N/A	\$217.92	\$ 157.99
TEMP	30 Yd	\$141.65	\$ 7.08	\$ 32.77	\$217.92	\$ 157.99
PERM	40 Yd	\$141.65	\$ 7.08	N/A	\$228.82	\$ 157.99
TEMP	40 Yd	\$141.65	\$ 7.08	\$ 32.77	\$228.82	\$ 157.99
Receiver Box	Comp/RO	\$141.65	N/A	\$ 43.59	\$299.64	\$ 157.99
				Comp. Haul	\$210.00	\$ 130.75
				Comp. Disposal	\$ 31.58	\$ -



Comparative Statement – Fees continued

Current Rate	
Poly-Carts	
1-1/wk	\$ 20.57
1-2/wk	\$ 23.74
Additional per cart	\$ 1.25
Extra Pick-Up	\$ 26.16
1-2/wk	\$ 25.88
Additional	\$ 23.31
Extra Pick-Up	\$ 26.16

Proposed CPI Increase	
Poly-Carts	
1-1/wk	\$ 21.60
1-2/wk	\$ 24.93
Additional per cart	\$ 1.31
Extra Pick-Up	\$ 27.47
1-2/wk	\$ 27.17
Additional	\$ 24.48
Extra Pick-Up	\$ 27.47

City Council Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Discussion and Presentation by Tim Crawford regarding “The Cottage Green”, a proposed development along Brown Road between the Tomball Tollway and Quinn Road.

Background:

Origination: Tim Crawford

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers (Director of Community Development)

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



The
CottageGreen



The
SHOPPES
at

The
CottageGreen



The
S H O P P E S
at

The
Cottage Green




The
Cottage Green




The
CottageGreen

The
SHOPPES
at

The
CottageGreen



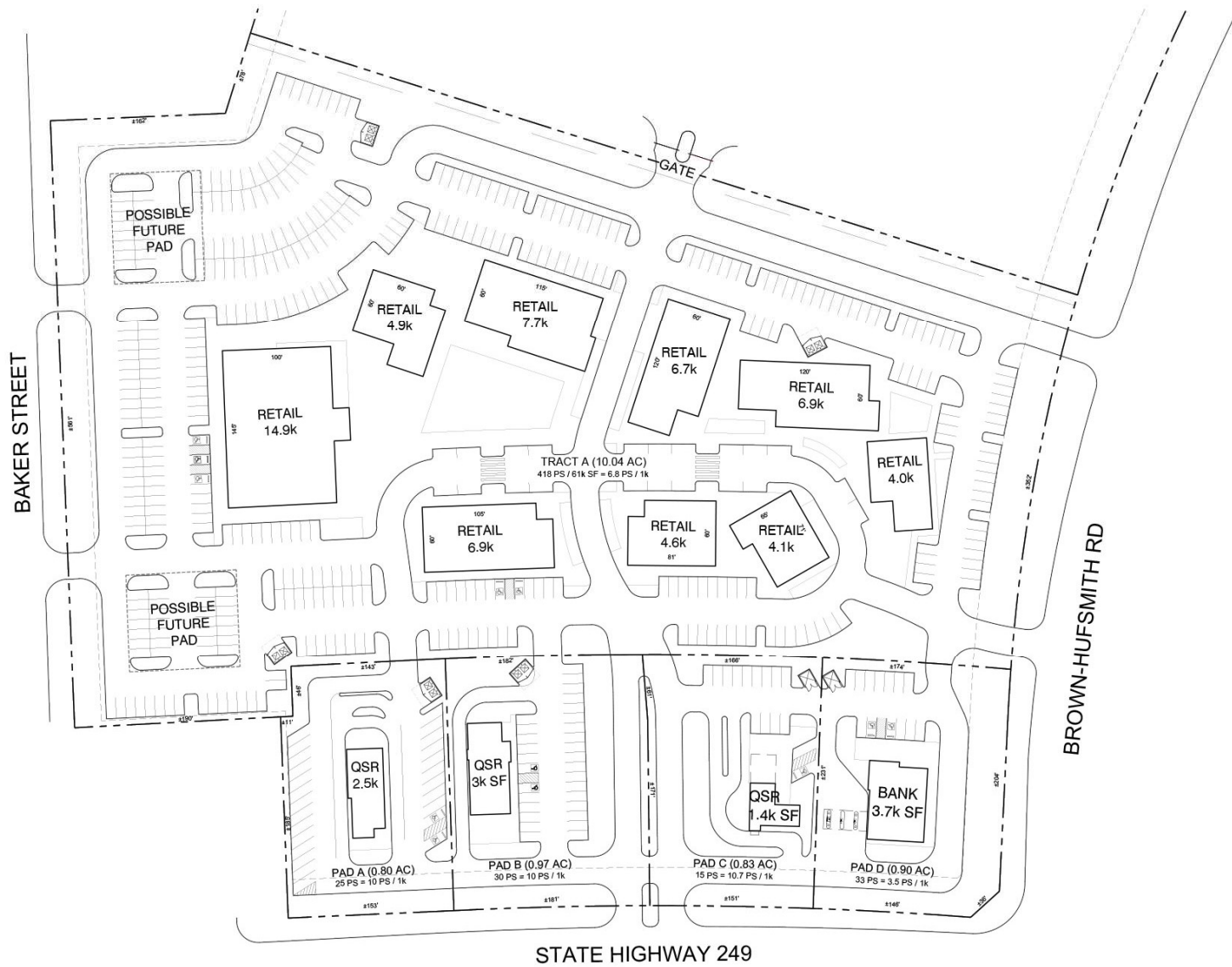




The Shoppes at The Cottage Green

- Two Parts
 - Part 1 – Pads along the Tomball Parkway (frontage)
 - Serving tenants such as QSR, other small box retail who need frontage
 - Part 2 – The Feature Project
 - Lifestyle Retail – Community Retail – Boutique Retail
- Part 2 Explained
 - Walkable & Intimate
 - Connected to The Cottage Green (TCG)
 - Architecturally Thoughtful with Small Scale Buildings in keeping with the TCG
 - Anchored by a Big User – Office, Fitness, etc.
 - Mostly Retail and Restaurant
 - A Key Community Retail Jewel in Tomball's Important Retail Crown







The Cottage Green

TOMBALL • BROWN RD

THE COTTAGE GREEN

MAIN STREET



ENTRY SIGN



LEASING OFFICE



CLUBHOUSE & AMENITIES



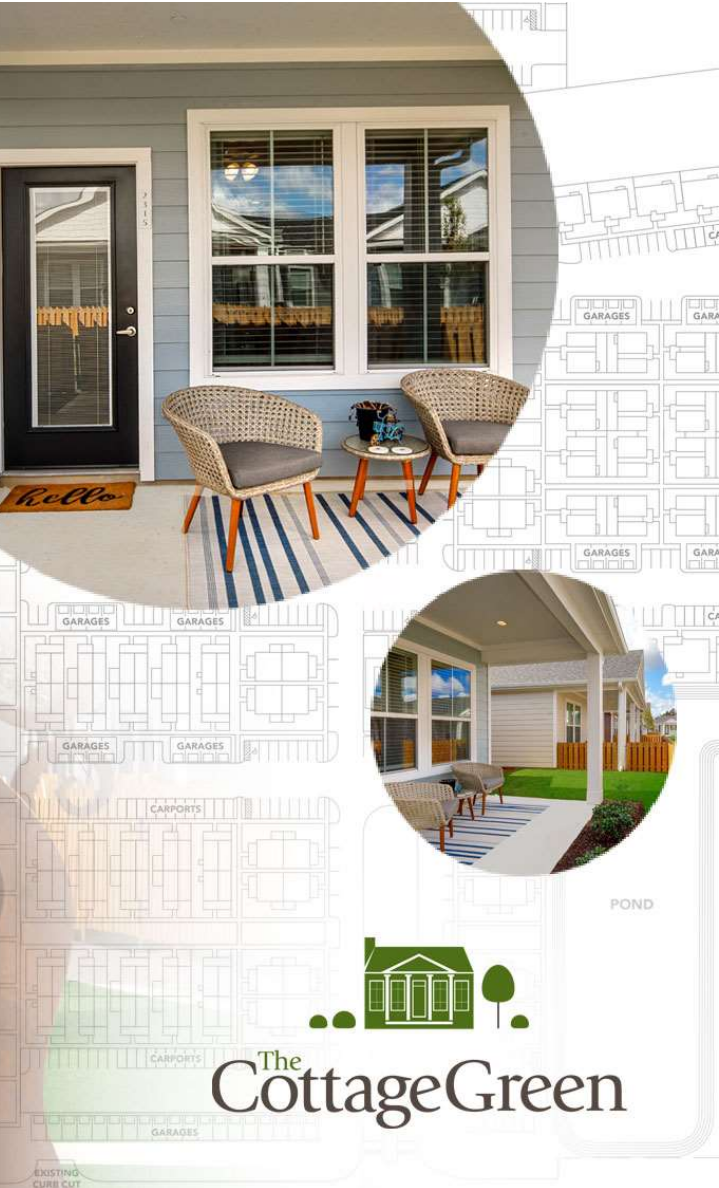

The
Cottage Green

PATIO HOMES




The Cottage Green

COTTAGES




The
CottageGreen

SIXTUPLETS




The
Cottage Green

INTERIORS



The
Cottage Green

Tomball Housing Needs

- Like most of America, there is a need for “Missing Middle” housing
 - Not Apartments
 - Not Single Family Homes
- The Lack of Housing Diversity is driving high-demand demographics out of municipalities that do not offer it
 - Various Life Cycle stages options are needed
 - There is a real demand for rentership by choice growing in our society
 - Need for wider variety of housing options including rentals
- The Cottage Green product type is a logical partner in meeting these needs in your community



Conroe TCG Renter Demographics

- For the most unique product, the one-story cottages and patio homes, TCG saw a 22-35% premium in the marketplace.
- For TCG's unique two story "apartment" concept, the premiums in the marketplace were 16-19%
- There is a higher end dweller willing to pay for a higher-end product
- TCG met a community need

This is a **HIGH-END OFFERING**

Cottages & Patio Homes
22-35% Premium Over Market

Unique 2-Story Apartments
16-19% Premium Over Market



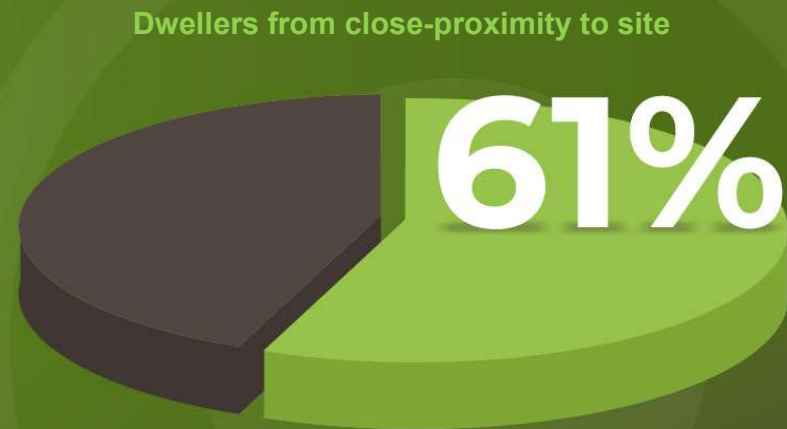
Renter Demographics

- The following slides draw demographic information from The Cottage Green project built in Conroe
- What can be clearly seen is that because of its uniqueness, The Cottage Green (TCG) meets a Community Need in the marketplace that isn't met by other multi-family offerings



Conroe TCG Renter Demographics

- 61% of dwellers in TCG came from close-proximity to the site
- This illustrates that there was a need for the TCG product/housing-type in the area
- TCG meets a community need



Conroe TCG Renter Demographics

- 51% of dwellers came from other apartment or rental options
- TCG offers a different housing product that appeals to renters
- TCG met a community need

Dwellers from other rental homes/apartments



Conroe TCG Renter Demographics

- 39% of dwellers came from a sold home
- TCG offers a product that appeals to people who either are in transition, waiting out their economic situation, and/or are lifestyle renters by choice
- TCG met a community need

Dwellers from a sold single-family home



Conroe TCG Renter Demographics

- 94% of households had no kids, and those with kids were predominately not school age
- TCG offers a product that appeals to dwellers that do not have children and as such it hardly impacts the school system yet contributes to its tax base
- TCG met a community need

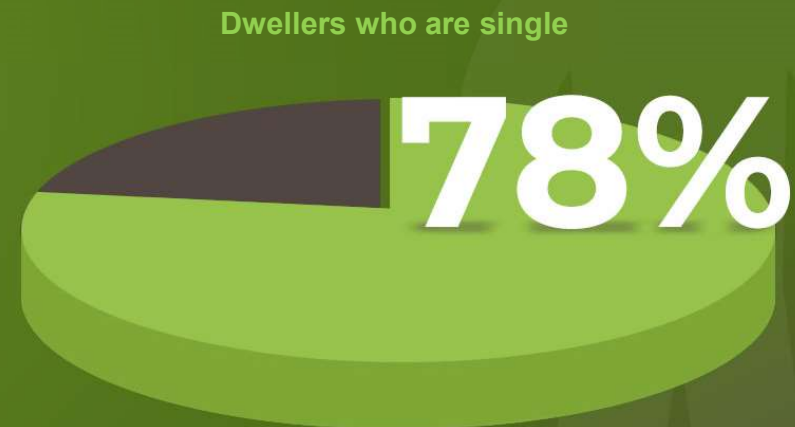
Households with no kids at home



94%

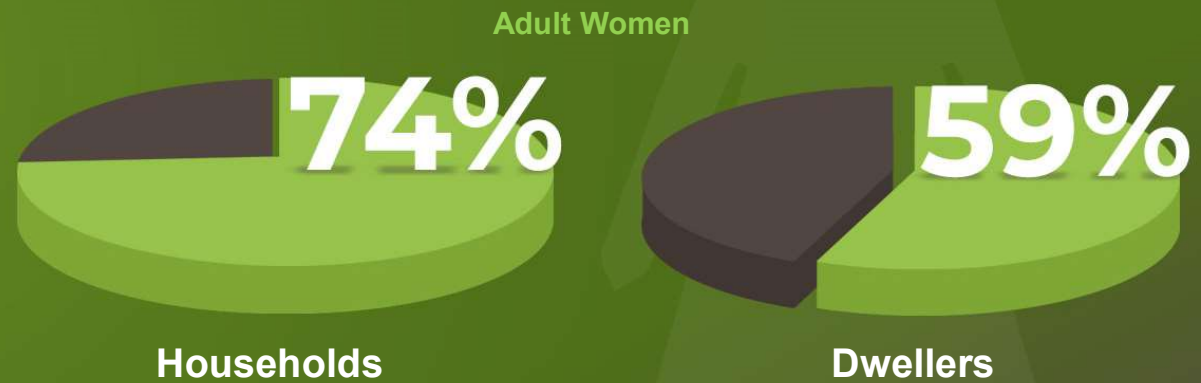
Conroe TCG Renter Demographics

- 78% of dwellers were single
- One of the largest demographics in the USA over the past 20 years has been singleness and traditional multi-family projects don't always meet the need. TCG offers a living option that creates a sense of community for singles.
- TCG met a community need



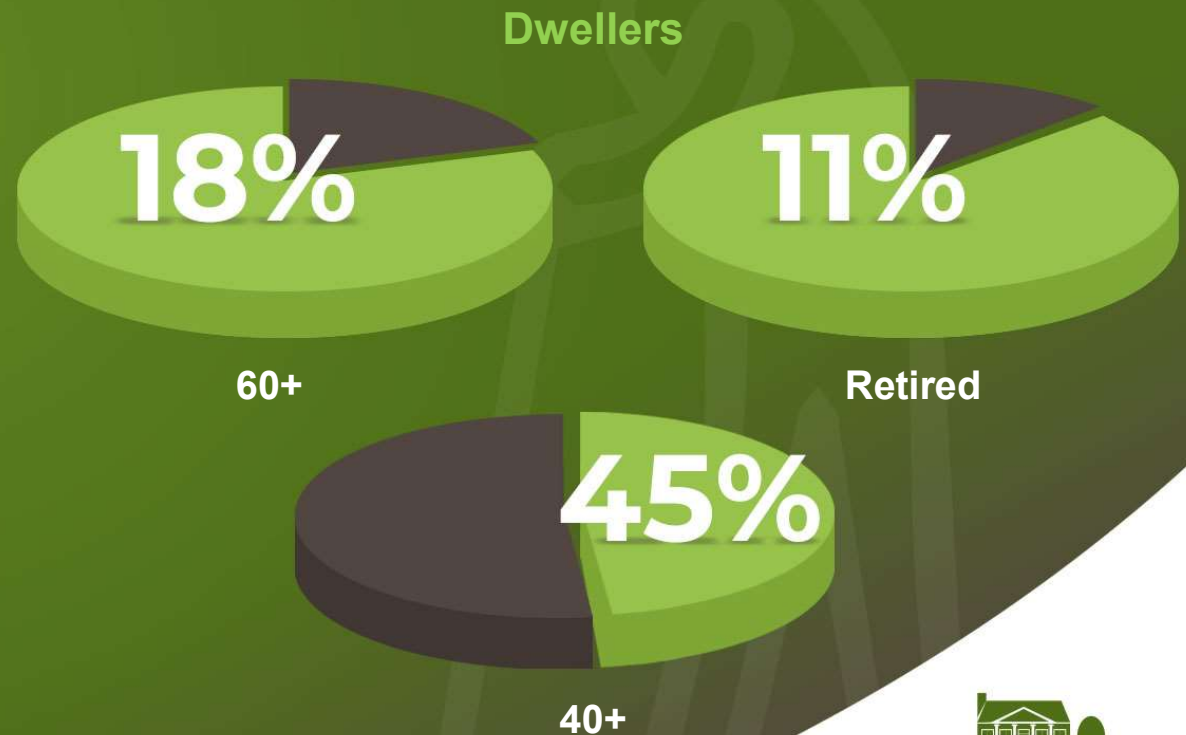
Conroe TCG Renter Demographics

- 74% of households include women, including 59% woman-only households
- Women dwellers find TCG perfect for them with the different maintenance-free housing options and the sense of community we offer
- TCG met a community need



Conroe TCG Renter Demographics

- TCG is not a retirement community but is an all age community.
- 18% were 60+ but only 11% were retired. A mix of ages in a community allows better interaction of all ages. Not all aging and retired people want to live in a retirement community.
- TCG met a community need



Conroe TCG Renter Demographics

- 16% of dwellers were in the education, law enforcement, and government workforce category
- Those who serve value what TCG offers. TCG is high-end, but has affordable enough options to meet the need of workforce housing for those who serve the larger community.
- TCG met a community need

Dwellers who serve the public



16%

John Burns Real Estate Consulting

Studies

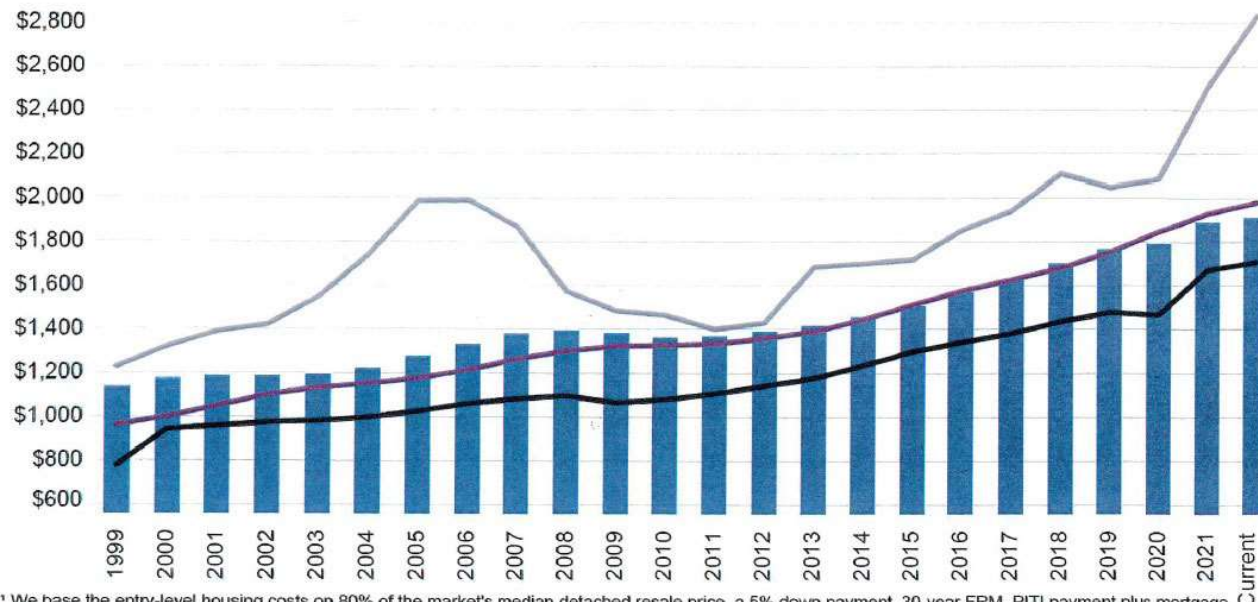
Housing Costs and Rents

Owning an entry-level home costs more than renting an apartment in many markets. The current spread is \$X. The spread between home costs and single-family rents is much smaller at \$1,128.

Housing Costs, Entry-Level¹ vs. Effective Apartment Rent vs. SF Rents

Annually weighted average of 82-market roll-up

■ 28% of Median Income = \$1,916
— Avg housing costs, entry-level = \$2,840 — Avg Single-Family Rent = \$1,969 — Effective apartment rent = \$1,712



¹ We base the entry-level housing costs on 80% of the market's median detached resale price, a 5% down payment, 30-year FRM, PITI payment plus mortgage insurance, and maintenance costs ranging from 0.85% to 1.25% of the home price set in 2014 and historically adjusted for inflation, factored in monthly. Our analysis assumes no tax deduction. Apartment rent data is the market's average effective rent. Annual values (excluding the current quarter) are for Q4 of each year.

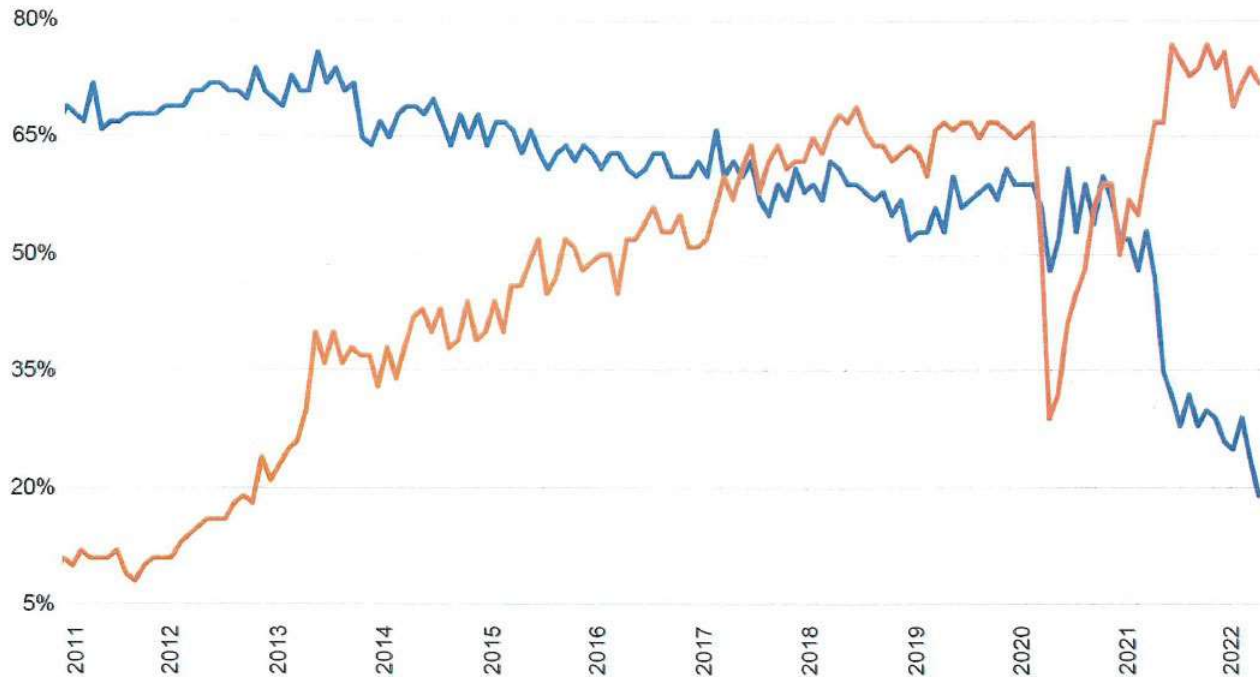
Source: John Burns Real Estate Consulting based on aggregated data from RealPage, Inc. (Data: Mar-22, Pub: May-22)

Home Buyer and Seller Sentiment

72% of consumers believe that now is a good time to sell a house, down from a recent high of 77%. Only 19% of consumers believe now is a good time to buy a house, a record low.

National Housing Survey: Consumer Sentiment

— Good time to buy = 19% — Good time to sell = 72%



Note: The sample size is roughly 1,000 Americans, 18 years or older, who are surveyed via telephone.
Source: Fannie Mae National Housing Survey (Data: Apr-22, Pub: May-22)

Main Reason Single-Family Renters Do Not Own

Based on our May 2021 *Single-Family Rental Survey Insights Report*, 54% of respondents noted the need to save for a down payment the #1 obstacle to owning a home.

Circumstances Causing Single-Family Renters Who Would Prefer to Own to Rent*

■ Financial circumstances ■ Non-financial circumstances

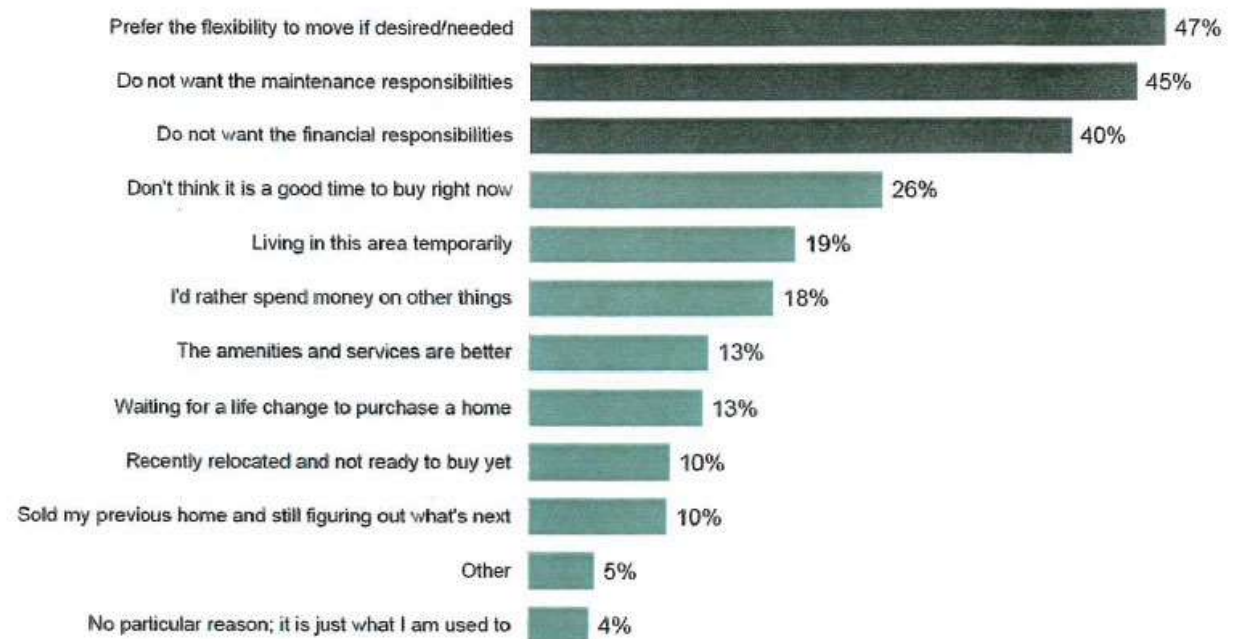


*Respondents selected all that apply to them. Results will not total to 100%.

Source: New Home Trends Institute by John Burns Real Estate Consulting, LLC, April survey of 1,160 single-family renters with a household budget for rent of \$1,000+
Data: 1Q21; Pub: May-22)

Main Reasons Single-Family Renters Prefer to Rent

Share of Single-Family Renters Who Prefer to Rent, by Reason(s) They Prefer to Rent*



47% of single-family renters prefer the flexibility to move if desired/needed.

*Respondents selected all that apply to them. Results will not total to 100%.

Source: New Home Trends Institute by John Burns Real Estate Consulting, LLC, April survey of 1,160 single-family renters with a household budget for rent of \$1,000+ Data: 1Q21; Pub: Mar-22)



The Cottage Green

TOMBALL • BROWN RD

THE COTTAGE GREEN

Timing/Phasing

- Spring 2024 – Close on the land after zoning entitlements
 - Immediately start permitting
 - For The Cottage Green
 - For The Shoppes – Part I
- Early Summer 2024
 - Start construction on same parts above
 - Start filling in tenant need for The Shoppes Part II
- Before end of 2024
 - The Shoppes Part I – pads would be leased/sold
 - The Shoppes Part II – would be in permitting
- Fall 2025
 - Complete The Cottage Green (with first residents moving in early in 2025)



City Council Meeting Agenda Item Data Sheet

Meeting Date: August 7, 2023

Topic:

Appoint/Reappoint Members to the Tomball Regional Health Foundation Board of Directors for Terms Expiring September 1, 2023

Background:

On August 2, 2021, the City Council reappointed Latrell Simmons Shannon and Jim Ross to their Class A, City-appointed Board of Directors positions 1 and 4 on the Tomball Regional Health Foundation.

We have received a request from the Board of Directors of the Tomball Regional Health Foundation, asking the City to reappoint Mr. Ross to Pos. 4, due to the long orientation, training and educational commitment required of new and current board members to be effective in their positions. We have also received a letter from Mr. Ross requesting reappointment.

Mrs. Shannon has advised she is not seeking a reappointment.

The city has on file applications from the following individuals who have expressed an interest in serving on the TRHF Board and meet the requirements states in the B&C handbook:

Sharon Frank
Darrell McReynolds

Origination: Tracylynn Garcia, City Secretary

Recommendation: N/A

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

Signed _____ Approved by _____
Staff Member Date Date



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Name: Sharon V Frank

Address: [REDACTED]

City/State/Zip Tomball, TX 77375

Email: svfrank64@sbcglobal.net

Date: 9/21/22

Phone: [REDACTED]

(Home)

Phone: [REDACTED]

(Work)

Cell: [REDACTED]

I have lived in Tomball 27 years.

I am am not a U.S. Citizen

Occupation: Director of Special Operations for Genesis Medical Diagnostics, PLLC, I work directly under the supervision of Dr. Ewan D Johnson. I research and present new/innovative ideas to help provide the healthcare that Texans and everyone Nationwide (through website) may not otherwise have. I assist in getting GMD through the first hurdle, so that we may provide the testing and care that is needed. I work directly with Dr. Johnson getting the steps in order to move forward and going live. I worked at Tomball Regional Internal Medicine Assoc. 2005-2019, I did medical billing, coding, appeals. I loved working there, I left due to family illness or I'm sure I'd still be there. Dr. Sinatora

Professional and/or Community Activities: I have lived in the area for over 45 years, starting in the Cypress area, moved to Tomball w [REDACTED] I am involved with the Rosehill Social Club (Familles Helping Familles), I help in plan our annual fundraiser every year. I help organize and collect donations for live auction, silent auction and bucket raffle, it is held at Tomball VFW. All proceeds stay in this area, that where our supporters are. In past years I been involved in many organizations (throughout Tomball and Cypress area. Some of the most memorable [REDACTED] went to several local memory care facilities and help the residents plant a vegetable garden that they be tending, nothing like seeing a huge smile on someones face because you helped them plant a tomato plant. I love to help when I can.

Additional Pertinent Information/References: Working for GMD has been a eye opening journey. GMD opened up testing facilities in some of the most rural areas of Texas, when others where running from it, we were there testing hundreds of patients everyday. I'm not afraid to work hard for as long as it takes. If I am given a challenge I face it headon and get it done, but if I need help or have question I ask, I can be a team leader or a member of the team. I love living in Tomball, and plan on staying here. nothing would be more of an honor than to serve on Tomball City Council at any level.

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I have lived three blocks off Main St. in Tomball since 1995. I have watch the changes over the years, some liked and others not liked. I like change and improvement, if I can be a part of that, what an honor it would be. The idea of people have the care that they deserve makes me want to work harder to make that happen. I have learned alot over the last few years and one thing is an illness can happen overnight, your life can be turned upside down in one breath. I want to be able to help install changes for the better in Tomball, what a privalige that would be.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called) Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,
AND COMMITTEES.**



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

Attachments: **Conflict of Interest Questionnaire**
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

not-applicable

2 Office Held

N/A

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted

Description of Gift

Date Gift Accepted

Description of Gift

Date Gift Accepted

Description of Gift

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

(2) Unsworn Declaration

My name is

Stacy V. Frank

and my date of birth is

April 15, 1964

My address is

200 Florence St

Tomball

TX 77375 USA

(street)

(city)

(state)

(zip code)

(country)

Executed in

Harris

County State of

TX

on the

21

day of

September

2022

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.005(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.005(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received:

1 Name of vendor who has a business relationship with local governmental entity.

not-applicable

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

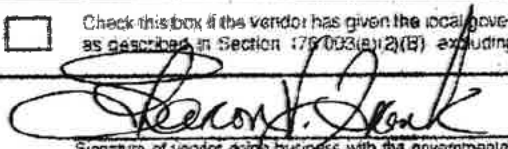
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B) excluding gifts described in Section 176.003(a-1).

7 
 Signature of Vendor doing business with the governmental entity

21 September 2022
 Date



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects **not** to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Sharon V Frank

Board Member's Printed Name

21 September 2022

Date

Bio-

I am Sharon Frank, I moved to the Cypress area in 1972 and graduated from Cy-Fair High School in 1981. I work at Young Hair Salon, 1981-2006, I was a hairstylist and nail technician. [REDACTED] in 1993, we were set up by his best friends' wife. She sent him in for a haircut, I was the one not filled in, the rest is history. I enrolled in college the Spring of 2000 at North Harris County Community College (now Lone Star) I had always wanted to do managerial accounting. I spent four years working full-time and attending college full-time, I did it and graduated right after my 40th birthday, with an Accounting Degree. I worked for Tomball Regional Internal Medicine 2006-2019, left to be my [REDACTED] after he had AVM rupture in his brain. I began working for Genesis Medical Diagnostics in November of 2021 as a medical claim's auditor. I have since taken the position as Director of Special Operations, with this encounter more challenges and obstacles every day, and I love it.

On the personal side, I love the time I spend [REDACTED] along with [REDACTED] [REDACTED] we spend a lot of time together in the country. When [REDACTED] go to the country, it is quiet, peaceful, the only TV is from DVDs, and that means it is time for cards, board games, dominoes, or sitting on the porch talking about we did that day. The best of times are spent with the ones you love. Family is very important to me, I was raised with [REDACTED] we have always been close and still are.

Growing up we sat down to dinner every night together, and that was how it still is for us. We cherish those times because you never know what tomorrow will bring, today is what we have now.

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 21 September 2022 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

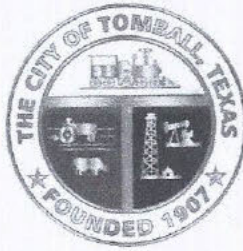
Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.


Signature of Applicant for Appointment

Sharon V. Frank
Printed Name of Applicant

21 September 2022
Date:



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2023 will expire in 2025.

Please Type or Print Clearly:

Date: 8/11/23

Name: Darrell McReynolds

Phone: _____
(Home)

Address: [REDACTED]

Phone: _____
(Work)

City/State/Zip [REDACTED]

Cell: [REDACTED]

Email: cdmcreynolds@gmail.com

I have lived in Tomball 37 years.

I am am not a U.S. Citizen

Occupation: I retired in 2021 from Tomball ISD where I was a school administrator for 35 years.

I worked at various campuses over those years including Tomball Elementary, Lakewood Elementary, Tomball Intermediate, and Northpointe Intermediate.

Professional and/or Community Activities: I serve on several boards:

Tomball Education Foundation, Tomball Career & Technology Advisory Board,

Chairman of Woodsedge Community Church Elder Board,

All Nations Community School board, Journey School for the Uniquely Gifted and Talented board

Additional Pertinent Information/References: _____
Dr. Martha Salazar-Zamora _____
Bruce Hillegeist _____
Sherrie Meicher _____

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

Jeffrey Klein has spoken to me about the foundation he leads. I believe my passions and experiences would be beneficial to this board.
The Tomball community has been such a blessing [REDACTED] and I would like to give back to this city.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

- 1 Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

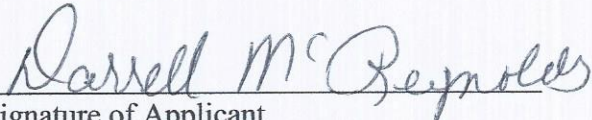
Non-profit Corporation Boards

- Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,
AND COMMITTEES.**



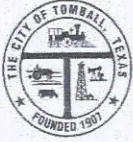
Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs0@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

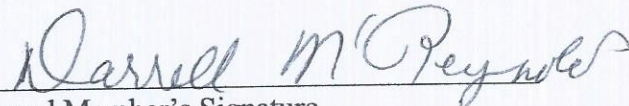
___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.


Board Member's Signature

8-11-23


Date

Darrell McReynolds

Board Member's Printed Name

Darrell McReynolds Bio

Darrell McReynolds and his family moved to Tomball in 1986 where he served as a school administrator for Tomball ISD for 35 years before retiring in 2021.



Darrell has a bachelor's degree from Calvary University and a Masters degree from the University of Iowa. He was an upper elementary teacher for 11 years in that state before the move to Tomball. Darrell and his wife are active members of Woodsedge Community Church where he has served as an elder since 2005. He also sits on the boards for Tomball Education Foundation, All Nations Community School, and Journey School for the Uniquely Gifted and Talented.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Consideration and discussion regarding the Charter Review Committee

Background:

We are due to review our Charter and go through the process to see if there are any amendments that would like to be considered (last updated 2014). If there are any recommended approved amendments, there will be a special election required to be called. Olson and Olson will take the lead on going through the process. Sept 5th for the review committee appointments to get this started.

Below is the guidance as written in the code of ordinances, Chapter 2 – Administration regarding the charter review committee members.

•Sec. 2-428. - Members and service.

The mayor and city council shall select 13 members to serve on the commission and shall select members to fill any vacancies; each councilmember shall select two individuals to serve on the commission and the mayor shall select three individuals to serve on the commission.

Mayor:

1. Becky Clepper

Council 1 Ford:

1. Sue Harris
2. Colleen Pye

Council 2 Stoll:

1. Gretchen Fagan
2. Chad Degges

Council 3 Dunagin:

1. Latrell Shannon
2. Mary Harvey

Council 4 Townsend Sr.:

1. Cody Riedel
2. John Dale Main

Council 5 Parr:

1. Brock Henderson

A member shall serve at the pleasure of the city council, shall have no expectation of continued service on the commission, and may be removed by the city council at any time, with or without cause.

(Ord. No. 2013-10, § 3.0, 8-19-2013)

Origination:

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2023-2024 Budget.

Background:

The TEDC Bylaws require that the Corporation prepare and submit to Council an annual budget of expected revenues and proposed expenditures for the next ensuing fiscal year.

The TEDC Board of Directors approved the Fiscal Year 2023-2024 TEDC Budget on August 8, 2023.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of the Fiscal Year 2023-2024 TEDC Budget

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

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-TEDC Date

Approved by _____
Executive Director-TEDC Date

FY 2024 TEDC BUDGET PRESENTATION



Tomball EDC: About

- Development Corporation Act of 1979
 - Governed by Chapters 501, 504 and 505 of the Local Government Code
 - City of Tomball election on January 15, 1994
 - Voters approve the levy of ½ cent sales tax – 66.85% in favor
 - Nonprofit Type B Development corporation
 - Distinct entity from the city with separate staff and budget - \$25k Admin Agreement
 - Seven board members appointed by City Council for 2-year terms
-



FUNDING SOURCES

- ½¢ SALES TAX COLLECTED WITHIN THE CITY LIMITS OF TOMBALL
- SALES TAX RATE: 8.25%
 - 6.25% - STATE OF TEXAS
 - 1.00% - CITY OF TOMBALL
 - 0.5% - PROPERTY TAX REDUCTION
 - 0.5% -TEDC
- INTEREST REVENUES: SECURITIES & INVESTMENT POOLS
- WE ARE NOT FUNDED BY AN AD-VALOREM (PROPERTY TAX)

Tomball EDC 2023-2024 Goals



1.

BUSINESS RETENTION &
EXPANSION (BRE)



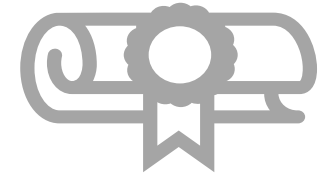
2.

ATTRACTION &
RECRUITMENT



3.

DEVELOPMENT/
REDEVELOPMENT OF
OLD TOWN



4.

EDUCATION &
WORKFORCE
DEVELOPMENT

BUSINESS RETENTION & EXPANSION (BRE)

To continually engage and assist in the success of Tomball businesses.

-
- Conduct 12 BRE on-site or virtual visits per quarter.
 - Conduct an annual online business survey to identify and manage business needs.
 - Continue the Grow Tomball initiative to highlight and promote local businesses.
 - Share success stories on the Tomball EDC website.
 - Support Tomball EDC podcasts.
 - Develop video success stories to be added to the Tomball EDC website.
 - Expand reach using YouTube, Google SEO, Instagram Reels, and paid ads.
 - Explore creative ways to increase public exposure.
 - Produce programming that meets the needs of the existing industry leaders in Tomball.
 - Host 2 networking events
 - Host 1 Outlook Luncheon
 - Activate the “Made in Tomball” Initiative.



ATTRACTION AND RECRUITMENT

Recruit and secure new business/industry that are suitable for Tomball.

- Enhance Tomball's image as a community of choice through creative marketing & branding efforts.
- Support infill & redevelopment opportunities to attract new private sector investment.
- Explore public financing tools including Tax Increment Reinvestment Zones (TIRZ) to finance infrastructure improvements & encourage quality development/redevelopment projects.
- Provide workshops emphasizing financial literacy, business management, marketing, networking, recruitment, etc. that will help their businesses grow or be more profitable.
- Create an Incentives Policy to guide the TEDC in offering economic incentives.
- Initiate a direct marketing campaign for target industries.
- Participate in key industry events.



DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

To encourage quality investment in Tomball's Old Town.

- Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.)
 - Partner with stakeholders to help minimize construction disruption and to provide additional marketing assistance for those businesses who do experience disruption.
- Continue to plan for and improve parking and pedestrian access
 - Consider needed improvements
 - Install signage on TEDC lots
 - Fund wayfinding in Old Town directing people to parking
- First Baptist Church Project: Initiate planning process
- Create a project and financing plan for the redevelopment of the South Live Oak Business Park.
- Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old Town.
- Continue to partner with Old Town business owners to further develop and support the Shop and Stroll.



EDUCATION AND WORKFORCE DEVELOPMENT

Partner with local/regional education institutions, City of Tomball, GTACC, and local industries to further develop youth workforce programs and workforce initiatives.

- Continue to serve on the P-TECH Steering Committee with Lone Star College-Tomball, TISD, and HCA officials.
- Research grant funding opportunities for the P-TECH program.
- Continue to serve on the TISD - CTE Advisory Board to create pathways for CTE students to enter the workforce and gain work-based learning credentials with industry partners.
- Work with our Regional Workforce Board and TWC on available resources for local industries.
- Work with local/regional education institutions to support a Grow Tomball – Youth Program.
- Partner with education institutions to host job/career fairs.
- Create and maintain a job board for High School and College Students on the TEDC Website.
- Research funding partners for Internship/Apprenticeship Program.
- Launch the 2023-2024 Internship/Apprenticeship Program.
- Work with TISD to launch a Teacher Externship Program.



FY 2023 Year End Projection

FY 2023 Summary		
	FY 2023 Adopted Budget	FY 2023 Year End Projections
Beginning Fund Balance	\$19,860,898	\$24,755,922
Revenues	\$5,550,000	\$10,064,079
Expenditures	\$16,716,035	\$10,134,185
Revenues Over/ (Under) Expenditures	\$(11,166,035)	\$(70,106)
Ending Fund Balance	\$8,694,863	\$24,665,816

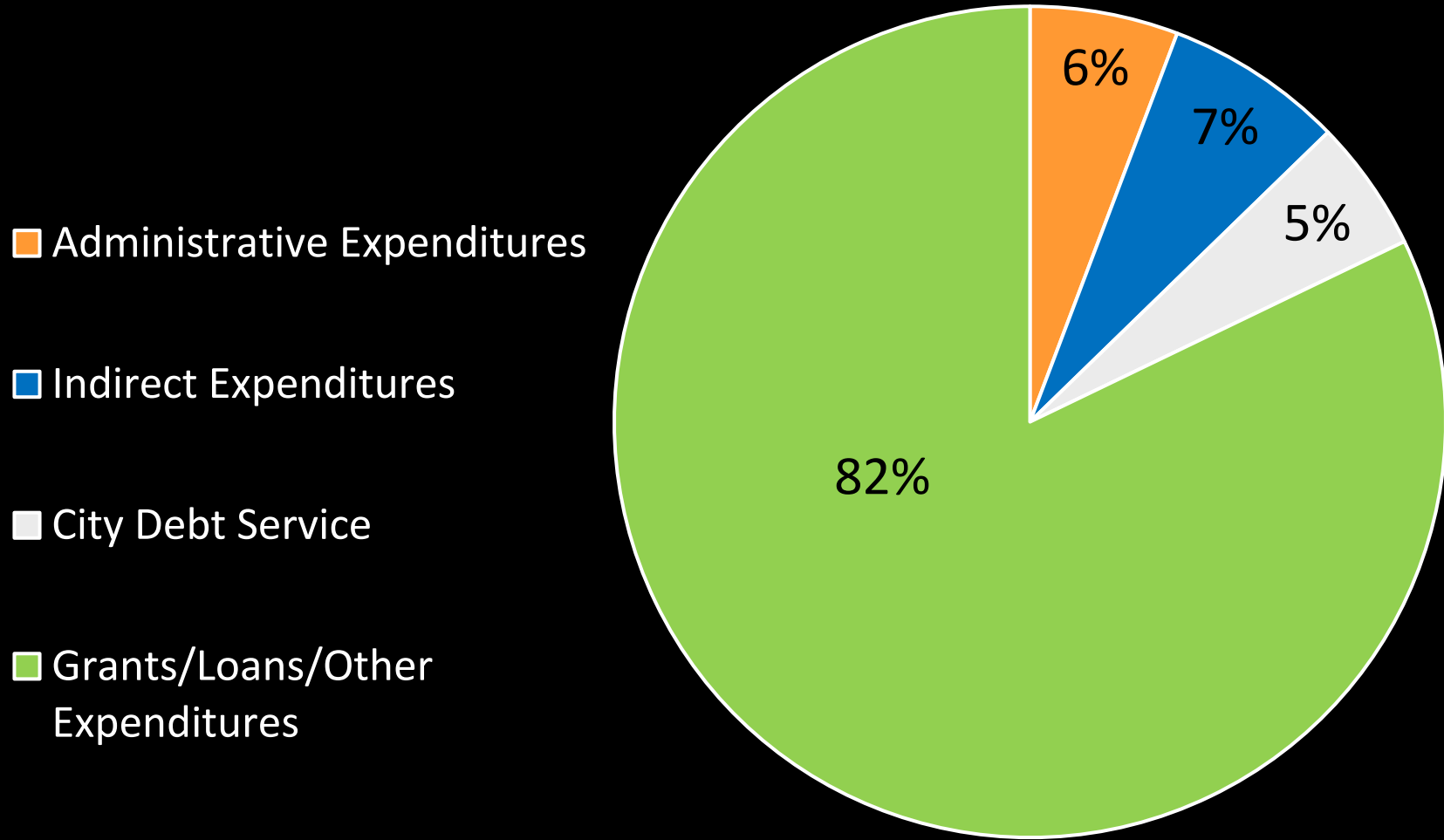
- Sales Tax & Interest Revenues: Projected to exceed original budget by \$800,000
- Business Park Land Sales: \$3,714,079 (4 Lots)
- Expenditures: Projected to be less than budget by \$6.6 million

**Tomball Economic Development Corporation
FY 2024 Proposed Budget**

October 1, 2023 to September 30, 2024

	<u>FY 2022 Actuals</u>	<u>FY 2023 Adopted</u>	<u>FY 2023 Year End</u>	<u>FY 2024 Proposed</u>
Beginning Fund Balance	\$ 20,005,941	\$ 19,860,898	\$24,755,922	\$ 24,665,816
Sales Tax	\$ 5,386,245	\$ 5,100,000	\$ 5,400,000	\$ 5,000,000
Interest	446,297	450,000	950,000	850,000
Other – Land Sales & Lease Payments	2,004,772	-	3,714,079	-
Total Revenue	\$ 7,845,315	\$ 5,550,000	\$10,064,079	\$ 5,850,000
Total Available Resources	\$ 27,851,256	\$ 25,410,898	\$34,820,001	\$ 30,515,816

Tomball Economic Development Corporation FY 2023-2024 Proposed Expenditures



EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
Administrative					
Salary & Benefits	\$ 371,126	\$ 390,372	\$ 459,077	\$ 570,016	\$ 632,485
Other Personnel Expenditures	\$ 34,472	\$ 31,953	\$ 58,185	\$ 52,900	\$ 81,100
Service & Supply Expenditures	\$ 99,053	\$ 100,463	\$ 87,720	\$ 104,600	\$ 150,200
Total Administrative Expenditures	\$ 504,651	\$ 522,788	\$ 604,982	\$ 727,516	\$ 863,785

- Compensation & Classification Study is underway – 8/21/2023 Council Budget Workshop
- Assumed 7.5% increase in salaries & wages (consistent w/City of Tomball)

EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
Indirect Economic Development Expenses					
Chamber Guide	\$ 8,354	\$ 8,354	\$ 8,354	\$ 8,354	\$ 8,400
Area Street Maps		3,875	-	3,875	-
Marketing	90,768	76,150	83,115	105,000	175,000
Economic Impact Model License	4,299	4,428	4,561	4,565	4,698
Event Sponsorships	6,000	24,028	8,038	20,000	29,000
Promotional Items	6,515	1,160	4,715	6,500	10,000
Printing	6,915	5,404	1,122	6,500	6,500
Website and GIS	31,899	36,299	12,100	24,000	25,000
Professional Services	207,560	191,747	306,423	350,000	750,000
Grow Tomball Initiative	-	-	-	8,300	20,000
Miscellaneous	70,834	78,182	44,914	7,000	15,000
Total Indirect Expenditures	\$ 433,144	\$ 429,626	\$ 473,342	\$ 544,094	\$ 1,043,598

EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
City Debt Service					
Utilities Expansion (2002 CO-2/15/2022)	\$ 370,000	\$ 370,000	\$ 370,000		
Business Park Infrastructure (Series 2013)	\$ 533,462	\$ 535,663	\$ 537,663	\$ 539,463	\$ 546,013
Medical Complex/Persimmon (Series 2016)	\$ 222,222	\$ 222,222	\$ 222,222	\$ 222,222	\$ 222,222
Total Debt Service	\$ 1,125,684	\$ 1,127,885	\$ 1,129,885	\$ 761,685	\$ 768,235

EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
Grants, Loans, & Other					
Project Grants	\$ 219,848	\$ 210,108	\$ 620,825	\$ 1,800,000	\$ 3,500,000
Sales Tax Reimbursement Grants (380)	\$ 50,139	\$ 50,139	\$ 66,823	\$ 70,130	\$ 11,400
Total	\$269,987	\$260,247	\$687,648	\$1,870,130	\$3,511,400

EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
<u>Grants, Loans, & Other</u>					
Business Improvement Grants- Current Year	\$ 130,891	\$ 62,078	\$ 121,344	\$ 302,000	\$ 350,000
Business Improvement Grants- Prior Year	\$ 139,082	\$ 67,000	\$ 197,302	\$ 288,000	\$ 250,000
Total	\$ 269,973	\$ 129,078	\$ 318,646	\$ 590,000	\$ 600,000

EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
<u>Grants, Loans, & Other</u>					
Old Town Façade Grants- Current Year	\$ 54,269	-	-	\$ 70,000	\$ 250,000
Old Town Façade Grants- Prior Year	-	\$ 38,783	\$ 125,560	\$ 105,000	\$ 100,000
Old Town Projects				\$ 600,000	\$ 1,500,000
Total	\$ 54,269	\$ 38,783	\$ 125,560	\$ 775,000	\$ 1,850,000

EXPENDITURES

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
<u>Grants, Loans, & Other</u>					
Property Acquisition	\$ 5,062,631	\$ 2,043,540	\$ -	\$ 4,635,760	\$ 3,000,000
South Live Oak Redevelopment	-	\$ 71,341	\$ 76,553	\$ 30,000	\$ 5,000,000
Business Park Expenses	\$ 248,644	\$ 77,781	\$ 133,985	\$ 200,000	\$ 350,000
Total	\$ 5,311,275	\$ 2,192,662	\$ 210,538	\$ 4,865,760	\$ 8,350,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Year End Projections	FY 2024 Proposed Budget
<u>Beginning Fund Balance</u>					
Total Available Resources	\$ 26,745,922	\$ 24,458,394	\$ 27,851,256	\$ 34,820,001	\$ 24,665,816
Total All Expenditures	\$ 7,968,983	\$ 4,701,069	\$ 3,550,602	\$ 10,134,185	\$ 16,987,018
Revenues Over (Under) Expenditures	\$ (2,986,157)	\$ 989,650	\$ 4,294,712	\$ (70,106)	\$ (11,137,018)
<u>Ending Fund Balance</u>	\$ 18,767,675	\$ 20,005,941	\$ 24,755,922	\$ 24,665,816	\$ 13,528,798

QUESTIONS?

Tomball Economic Development Corporation
FY 2024 Proposed Budget
October 1, 2023 to September 30, 2024

	FY 2020 Actuals	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Adopted Budget	FY 2023 Year End Projections	FY 2024 Proposed Budget
Beginning Fund Balance	\$ 21,763,096	\$ 18,767,675	\$ 20,005,941	\$ 19,860,898	\$24,755,922	\$ 24,665,816
REVENUE						
Sales Tax	\$ 4,064,895	\$ 4,408,484	\$ 5,386,245	\$ 5,100,000	\$ 5,400,000	\$ 5,000,000
Interest	426,876	352,381	446,297	450,000	950,000	850,000
Grants	-	16,000	8,000	-	-	-
Other - Land Sales and Lease Payments	491,055	913,855	2,004,772	-	3,714,079	-
Total Revenue	\$ 4,982,826	\$ 5,690,719	\$ 7,845,315	\$ 5,550,000	\$10,064,079	\$ 5,850,000
Total Available Resources	\$ 26,745,922	\$ 24,458,394	\$ 27,851,256	\$ 25,410,898	\$34,820,001	\$ 30,515,816
EXPENDITURES						
Administrative						
Salaries - Administrative	\$ 213,843	\$ 215,952	\$ 286,262	\$ 367,036	\$ 367,036	\$ 396,590
Benefits	114,950	129,174	144,759	162,249	157,830	184,808
Wages - Full-Time	42,333	45,246	28,036	55,000	45,000	48,087
Wages - Other	-	-	21	8,300	150	3,000
Total Salaries and Benefits	\$ 371,126	\$ 390,372	\$ 459,077	\$ 592,585	\$ 570,016	\$ 632,485
Other Personnel Expenditures						
Auto Allowances	\$ 8,400	\$ 8,400	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800
Phone Allowance - Executive Director	900	900	900	900	900	900
Phone Allowance - Assistant Director	900	900	900	900	900	900
Phone Allowance - Coordinator	-	-	-	900	900	900
Local Travel Expense	135	236	90	500	400	500
Dues and Subscriptions	9,482	7,681	11,492	13,100	11,000	13,100
Seminar/Conference Registrations	2,928	10,396	10,349	18,000	11,000	18,000
Travel and Training	11,727	3,440	17,655	30,000	11,000	30,000
Total Other Personnel Expense	\$ 34,472	\$ 31,953	\$ 58,185	\$ 81,100	\$ 52,900	\$ 81,100
Service and Supply Expenditures						
Contracted Administrative Services	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Bank Charges & Postage	1,920	3,017	2,197.75	3,500.00	1,500.00	3,500.00
Insurance	3,144	8,399	17,952.76	18,000.00	18,000.00	30,000.00
Computer Equipment & Maintenance	4,249	5,823	4,296.53	10,000.00	10,000.00	10,000.00
Communications Services	3,639	3,976	4,267.91	5,200.00	4,600.00	5,200.00
Legal Fees	31,915	31,996	4,690.53	40,000.00	15,000.00	40,000.00
Lease Expense-GTACC	25,629	24,574	25,055.65	25,000.00	25,000.00	26,500.00
Office Equipment & Supplies	3,557	(2,321)	4,259.31	10,000.00	5,500.00	10,000.00
Total Service and Supply Expense	\$ 99,053	\$ 100,463	\$ 87,720	\$ 136,700	\$ 104,600	\$ 150,200
Total Administrative Expenditures	\$ 504,651	\$ 522,788	\$ 604,982	\$ 810,385	\$ 727,516	\$ 863,785
Indirect Economic Development Exp.						
Chamber Guide	\$ 8,354	\$ 8,354	\$ 8,354	\$ 8,400	\$ 8,354	\$ 8,400
Area Street Maps	-	3,875	-	4,000	3,875	-
Marketing	90,768	76,150	83,115	105,000	105,000	175,000
Economic Impact Model License	4,299	4,428	4,561	4,565	4,565	4,698
Event Sponsorships	6,000	24,028	8,038	29,000	20,000	29,000
Promotional Items	6,515	1,160	4,715	6,500	6,500	10,000
Printing	6,915	5,404	1,122	6,500	6,500	6,500
Website and GIS	31,899	36,299	12,100	25,000	24,000	25,000
Professional Services	207,560	191,747	306,423	500,000	350,000	750,000
Grow Tomball Initiative	-	-	-	20,000	8,300	20,000
Miscellaneous	70,834	78,182	44,914	15,000	7,000	15,000
Total Indirect Expenditures	\$ 433,144	\$ 429,626	\$ 473,342	\$ 723,965	\$ 544,094	\$ 1,043,598
City Debt Service						
Utilities Expansion (2002 CO-2/15/2022)	370,000	370,000	370,000	-	-	-

Business Park Infrastructure (Series 2013)	533,462	535,663	537,663	539,463	539,463	546,013
Medical Complex/Persimmon (Series 2016)	222,222	222,222	222,222	222,222	222,222	222,222
Total Debt Service	\$ 1,125,684	\$ 1,127,885	\$ 1,129,885	\$ 761,685	\$ 761,685	\$ 768,235

Grants, Loans & Other Expenditures

Project Grants	\$ 219,848	\$ 210,108	\$ 620,825	\$ 2,500,000	\$ 1,800,000	\$ 3,500,000
Sales Tax Reimbursement Grants (380)	50,139	50,139	66,823	70,000	70,130	11,400
Property Acquisition	5,062,631	2,043,540	-	5,000,000	4,635,760	3,000,000
Business Improvement Grants- Current Year	130,891	62,078	121,344	350,000	302,000	350,000
Business Improvement Grants- Prior Year	139,082	67,000	197,302	250,000	288,000	250,000
Old Town Façade Grants- Current Year	54,269	-	-	250,000	70,000	250,000
Old Town Façade Grants- Prior Year	-	38,783	125,560	100,000	105,000	100,000
Old Town Projects	-	-	-	600,000	600,000	1,500,000
South Live Oak Redevelopment	-	71,341	76,553	5,000,000	30,000	5,000,000
Business Park Expenses	248,644	77,781	133,985	300,000	200,000	350,000
Total Grants/Loans/Other	\$ 5,905,504	\$ 2,620,770	\$ 1,342,394	\$ 14,420,000	\$ 8,100,890	\$ 14,311,400
Total All Expenditures	\$ 7,968,983	\$ 4,701,069	\$ 3,550,602	\$ 16,716,035	\$ 10,134,185	\$ 16,987,018
Revenues Over (Under) Expenditures	\$ (2,986,157)	\$ 989,650	\$ 4,294,712	\$ (11,166,035)	\$ (70,106)	\$ (11,137,018)
Other Income/Losses on Investments	\$ 9,264	\$ (248,616)	\$ (455,268)	\$ -	\$ 20,000	\$ -
Ending Fund Balance	\$ 18,767,675	\$ 20,005,941	\$ 24,755,922	\$ 8,694,863	\$ 24,665,816	\$ 13,528,798

TEDC Debt Service Schedule

	Series 1999	Series 2002	Series 2013	Series 2016	Annual Payments
2016	\$ 188,148	\$ 370,000	\$ 528,012.50		\$ 1,086,160.50
2017	\$ 188,148	\$ 370,000	\$ 530,912.50		\$ 1,089,060.50
2018	\$ 188,148	\$ 370,000	\$ 533,612.50		\$ 1,091,760.50
2019	\$ 188,148	\$ 370,000	\$ 536,112.50		\$ 1,094,260.50
2020		\$ 370,000	\$ 533,462.50	\$ 222,222	\$ 1,125,684.50
2021		\$ 370,000	\$ 535,662.50	\$ 222,222	\$ 1,127,884.50
2022		\$ 370,000	\$ 537,662.50	\$ 222,222	\$ 1,129,884.50
2023			\$ 539,462.50	\$ 222,222	\$ 761,684.50
2024			\$ 546,012.50	\$ 222,222	\$ 768,234.50
2025			\$ 547,312.50	\$ 222,222	\$ 769,534.50
2026			\$ 548,412.50	\$ 222,222	\$ 770,634.50
2027			\$ 548,737.50	\$ 222,222	\$ 770,959.50
2028			\$ 548,275.00	\$ 222,222	\$ 770,497.00
2029			\$ 551,925.00	\$ 222,222	\$ 774,147.00
2030			\$ 549,056.25	\$ 222,222	\$ 771,278.25
2031			\$ 549,600.00	\$ 222,222	\$ 771,822.00
2032			\$ 549,075.00	\$ 222,222	\$ 771,297.00
2033			\$ 548,100.00	\$ 222,222	\$ 770,322.00
2034				\$ 222,222	\$ 222,222.00
2035				\$ 222,222	\$ 222,222.00
2036				\$ 222,222	\$ 222,222.00
2037				\$ 222,226	\$ 222,226.00
Total	\$ 752,592	\$ 2,590,000	\$ 9,761,406.25	\$ 4,000,000	\$ 17,103,998.25

2017-2019:

Southside Sewer Plant (1999 CO-2/15/2019)
 Utilities Expansion (2002 CO- 2/15/2022)
 Business Park Infrastructure (Series 2013)

2020-2022:

Utilities Expansion (2002 CO- 2/15/2022)
 Business Park Infrastructure (Series 2013)
 Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

2023-2033:

Business Park Infrastructure (Series 2013)
 Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

2034-2037:

Series 2016, Medical Complex Drive-Section 4B, Persimmon Street

Tomball Economic Development Corporation

FY 2022-2023 Budget

Account Descriptions

REVENUE

- Sales Tax: Those revenues received from the State of Texas and through the City of Tomball for the \$0.005 portion of the \$0.020 sales tax revenues collected within the City limits of Tomball.
- Interest: Those revenues received from financial institutions for balances on hand and from funds that have been invested.
- Grants: Those revenues received from additional sources such as CenterPoint Energy for support of the Corporation's activities, including the Annual Economic Outlook Event, marketing collateral, and continuing education.
- Other: Those revenues received from the sale or lease of TEDC-owned property.

EXPENDITURES

Administrative:

- Salaries - Administrative: The amount reimbursed to the City of Tomball for the salary paid to the Executive Director, Assistant Director, and Coordinator of the Tomball Economic Development Corporation. This amount includes holiday, vacation, sick, and longevity pay.
- Benefits: The amount reimbursed to the City of Tomball for the benefits paid to, or on behalf of, TEDC staff. This amount includes social security taxes, medicare taxes, employer matched funds to the Texas Municipal Retirement System, health insurance premiums, and worker compensation insurance.
- Wages: Wages for non-exempt (hourly) TEDC employees. Also includes overtime for hours worked during any FLSA-defined workweek, which exceeds 40 hours and are approved in advance by the Executive Director.

Other Personnel Expenditures:

- Auto Allowances: Monthly stipends for the Executive Director and Assistant Director allocated to cover business travel expenses and mileage within a 50-mile radius of Tomball.
- Phone Allowances: Monthly stipends allocated to cover business-related cell phone expenses for eligible TEDC staff.

- Local Travel Expenses: The amount allocated to cover business travel expenses and mileage within a 50-mile radius of Tomball for non-exempt TEDC staff.
- Dues and Subscriptions: Fees charged for memberships and related expenses to professional organizations, subscriptions and software.
- Seminar/Conference Registrations: Fees for the Tomball Economic Development Corporation staff and board members to attend conferences, events, and professional training seminars.
- Travel and Training: The costs associated with attending classes, seminars, events, trade shows and for related travel expenses. This includes hotel rooms where overnight stay is reasonable, the cost of related meals, airfare, and car rental where reasonable, parking and toll fees, and for mileage. Reimbursable mileage for exempt staff is limited to a destination that exceeds a 50-mile radius of the City of Tomball.

Service and Supply Expenditures

- Contracted Administrative Services: The cost of administrative services provided to the Tomball Economic Development Corporation by City of Tomball personnel as indicated in the Administrative Services Agreement entered into between the Tomball Economic Development Corporation and the City of Tomball.
- Bank Charges: The various service charges for maintaining a bank account, including wire transfer fees, safekeeping fees for investments, and actual operating account fees based on the account analysis.
- Insurance: The cost of surety bonding fees and insurance premiums including General Liability, Errors and Omissions, and Property.
- Computer Equipment and Maintenance: The cost of computer equipment and related expenses.
- Communication Services: The cost of telephone service, including land line phone base rate charges, DSL service, and long-distance charges.
- Legal Fees: Expenses incurred for legal services related to document and agreement preparation and obtaining advice and opinions from legal counsel related to Tomball Economic Development Corporation business activities.
- Lease Expense-GTACC: Payment to the Greater Tomball Area Chamber of Commerce for leased office space at 29201 Quinn Road, Suite B, Tomball, Texas.
- Office Equipment & Supplies: The cost of various office supplies, postage, and equipment.

Indirect Economic Development Expenditures:

- **Chamber Guide:** Expenses related to the TEDC advertisement and publication of a map of the Tomball area in the annual Greater Tomball Area Chamber of Commerce magazine.
- **Area Street Maps:** The expenses incurred for the production and publication of maps of Tomball and the surrounding area that are issued free of charge to individuals and businesses to promote travel, tourism, and the commercial industry in Tomball.
- **Marketing:** Expenses related to marketing Tomball to attract business, industry, and visitors, including advertisements in printed and digital publications, information packages, brochures, and related marketing collateral material.
- **Economic Impact Model License:** The annual licensing fee for the economic impact analysis model utilized by the TEDC to calculate the economic impact of a prospect firm/project and related costs and benefits to the City of Tomball.
- **Event Sponsorships:** Costs to sponsor/co-sponsor events that foster relationships with businesses, site location consultants, brokers, real estate professionals, regional allies, and others influencing business location and capital investment decisions.
- **Promotional Items:** The costs associated with TEDC promotional products, giveaways, and event favors.
- **Printing:** The cost of printing various items including, but not limited to, Notice of Project/Public Hearing, brochures, presentation boards, community profiles, business resource guides, stationary, etc.
- **Website and GIS:** Costs to maintain the Tomball Economic Development Corporation's website, including web hosting, property database services, analytics platforms, and online GIS software.
- **Professional Services:** Consulting fees, engineering fees, photography, graphics and design services, and other professional services incurred in expanding the economic base of Tomball.
- **Grow Tomball Initiative:** Expenses related to developing a Grow Tomball initiative to highlight and promote local businesses, entrepreneurs, and products.
- **Miscellaneous:** Other expenses including, but not limited to, meals with potential business developers, name plates for Board meetings, post office box fees, etc.

City Debt Service

- **Southside Sewer Plant (1999 CO-2/15/2019):** Contributions to debt repayment for the wastewater treatment plant built on the south side of Tomball to accommodate expanded industry in the City. Final debt payment was made in 2019.

- Utilities Expansion (2002 CO-2/15/2022): Contributions to debt repayment for the extension of utilities from FM 2920 south on Hufsmith-Kohrville Road to Holderrieth Road, west to SH 249 and north to Theiss Road. Final debt payment was made in 2022.
- Business Park (Series 2013): Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the Tomball Business and Technology Park Project located at the northwest corner of Hufsmith-Kohrville and Holderrieth Roads.
- Medical Complex/Persimmon (Series 2016): Contributions to debt repayment for the construction of utilities, roads, drainage facilities, etc. for the extension of Medical Complex Drive Segment 4B and South Persimmon Street from Agg Road/Medical Complex Drive south to the Tomball Business & Technology Park.

Grants, Loans & Other Expenditures

- Project Grants: Grant funds designated by the Tomball Economic Development Corporation's Board of Directors and approved by the Tomball City Council waiting for contract fulfillment in order to be disbursed.
- Sales Tax Reimbursement Grants (380): Sales tax reimbursements made in accordance with economic development incentive agreements approved by the Tomball Economic Development Corporation's Board of Directors and the Tomball City Council.
- Property Acquisition: Costs associated with the acquisition of land for economic development projects.
- Business Improvement Grants- Current Year: Funds allocated to enhance the economic development of the City of Tomball through matching grants for façade or exterior improvements to buildings, sign improvements, landscaping, or other exterior property improvements.
- Business Improvement Grants- Prior Year: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.
- Old Town Façade Grants: Funds allocated to enhance the economic development of the City of Tomball through grants to property and business owners seeking to rehabilitate commercial buildings located in the Old Town Tomball area.
- Old Town Façade Grants- Prior Year: Improvement grant funds approved in the prior fiscal year waiting for contract fulfillment in order to be disbursed.
- Old Town Revitalization Projects: Targeted infrastructure improvements in Old Town Tomball including alleyways, parking, wayfinding, etc.
- South Live Oak Redevelopment: The costs associated with the redevelopment of the South Live Oak Business Park.
- Business Park Expenses: Expenses related to the development and maintenance of the Tomball Business & Technology Park.

City Council Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Consideration to Approve **Zoning Case Z23-10**: Request by Nathan T. Newman on behalf of NTN Tomball Corner, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-10**

Adopt, on First Reading, Ordinance No. 2023-22, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

The subject property has been within the City Limits of Tomball since at least 1909 and the property has remained vacant since this time. A portion of the subject property (approximately 18-acres) was the subject of a request for rezoning which would allow multi-family with a commercial reserve in February of 2020. This previous request was approved by the City Council on first reading of the ordinance, however the developer decided to withdraw their application prior to the second reading. The city staff has met with the current owner(s) of the property on numerous occasions over the past year to discuss the planned development of the entire 56+ acres. The applicants are requesting to rezone the property to a Planned Development District with the goal of establishing a high-end mixed-use development, which will include a mix of retail and multi-family residential land uses anchored with a centrally located enhanced amenity pond incorporating pedestrian paths, observation decks, public plaza courtyard, restaurant patio areas with boardwalk frontage, open lawn/picnic area and children's playground.

Origination:

Recommendation:

City staff recommends Approval of Zoning Case Z23-10. Planning and Zoning Commission recommends Approval (4 Votes Aye, 1 Vote Nay), subject to the following conditions:

- **MODIFY Section d. Development Guidelines – Multi-family development 3.a, building height, maximum:**
 - **ADD:** Multi-Family Apartment Buildings illustrated in provided site exhibit that have broad sides facing Winfrey Estates (PD#15) and which are located immediately adjacent

ORDINANCE NO. 2023-22

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 56.1 ACRES OF LAND BEING LOT 1 & LOT 3 OF RESERVE AT TOMBALL, AND LOT 2 OF RESERVE AT TOMBALL PARTIAL REPLAT NO. 1 FROM COMMERCIAL (C) AND SINGLE FAMILY RESIDENTIAL – 9 (SF-9) TO PLANNED DEVELOPMENT DISTRICT (PD #19) ZONING. THE PROPERTY IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF FM 2978 AND FM 2920; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, NTN Tomball Corner, represented by Nathan T. Newman, has requested changing the zoning district classification of approximately 56.1 acres of land being all of Lot 1 & 3 of Reserve at Tomball and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Commercial (C) and Single Family Residential – 9 (SF-9) to Planned Development District (PD #19) zoning. The property is generally located at the northwest corner FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

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

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

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

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

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

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

Section 5. The Planned Development (PD #19) shall adhere to all Planned Development Regulations identified in Exhibit “A” and concept plan(s) made a part hereof for all purposes.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

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

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary



Location: Northwest corner of FM 2920 & FM 2978. Being all of Lots 1 & 3 of Reserve at Tomball and Lot 2 of Reserve at Tomball Partial Replat No. 1, City of Tomball, Harris County, Texas

Exhibit “A”

TOMBALL BOARDWALK (FM2920 & FM2978 - PLANNED DEVELOPMENT - 2023)

Contents

- | | |
|----------------------------|---------------------------|
| a. General Provisions | h. Sidewalks and Trails |
| b. Land Uses | i. Signage |
| c. Permitted Uses | j. Minor Modifications |
| d. Development Guidelines | k. Architectural Criteria |
| e. Landscape Standards | l. Lighting |
| f. Parking Lot Landscaping | m. Amenities |
| g. Buffering / Fencing | n. Exhibits |

a. General Provisions

This application was prepared on behalf of Newman Commercial Real Estate pursuant to the city of Tomball’s ordinances and is intended to meet or exceed the standards of those ordinances. Tomball Boardwalk represents a commercial mixed-use community that aims to add value for all landowners, users, and tenants. Developments are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that there exists an overall set of policies and standards to provide a framework to help guide these changes. In an effort to protect and enhance property values by controlling the scale, design and compatibility of development, these Commercial Development Guidelines for new construction have been developed. The development of this site must be in strict compliance with all standards and exhibits referenced/attached hereto.

b. Land Uses

Tomball Boardwalk will be composed of multiple land uses that may include commercial, retail, office, recreational, multi family, etc. The final composition of the allowed land use shall be dictated by market conditions. The master plan (Site Exhibit F) for Tomball Boardwalk illustrates the mix of uses proposed and the potential for a variety of multi-family and commercial areas. The commercial and retail uses may incorporate several commercial reserves for larger retail and anchor stores and smaller pad sites for retail and restaurants.

If demanded by market conditions, the multi-family residential component acreage may increase or decrease within the overall PD in areas that provide adequate access (Limited to a 20% fluctuation in acreage from current designations per phase).

c. Permitted Uses

Any use permitted in the Multi-family Zoning (MF) City of Tomball Ordinances. Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

Any use permitted in the General Retail Zoning (GR) City of Tomball Ordinances. In addition, the following uses will be permitted as-of-right:

1. Eating establishment (with drive-in service)
2. Eating establishment (with drive-through service)
3. Quick-lube oil change
4. Automobile wash (self-service)

Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

d. Development Guidelines

Unless otherwise outlined in this document, the City of Tomball Ordinance shall govern regulations and requirements for this property. Any change to this document would necessitate a change to the Planned Development and would require either City Planner and / or Community Development Director approval for minor changes or Planning & Zoning commission / City Council approval for major changes.

Multi-family development

1. Lot standard

- a. Density (Units per acre), maximum: 26 Units per acre, 34 units per acre with the addition of carport or garage.
- b. Minimum lot area: 10 acres (Multi-family complex)
- c. Minimum lot width (ft): 120
- d. Minimum lot depth (ft): 200

2. Setbacks

- a. Minimum front yard setback (ft): 25 feet. 35 feet when adjacent to an arterial street.
- b. Minimum side street setback (ft): 15 feet. 25 feet when adjacent to an arterial street.
- c. Minimum side yard setback (ft): 5 feet. If adjacent to any of the following residential uses: single family, duplex, patio home, or single-family attached, then a minimum side yard shall be 100 feet between individual residential lot & multifamily structures. Where applicable, off-site & on-site existing pipeline & utility easements may apply toward buffer yards. Refer to exhibits A & B.
- d. Minimum rear yard setback (ft): 15 feet. If adjacent to any of the following residential uses: single family, duplex, patio home, or single-family attached, then a minimum rear yard shall be 100 feet between individual residential lot & multifamily structures. Where applicable, off-site & on-site existing pipeline & utility easements may apply toward buffer yards. Refer to exhibits A & B.
- e. Exceptions: Roof eaves and projected balconies may encroach any setback by a maximum of 5'.

3. Building Requirements

- a. Building height, maximum (ft): Four (4) stories or 60 feet.
- b. Building separation, minimum (ft): -One (1) story = 15 feet for building without openings. 20 feet with openings. See exhibit C below.
-Two (2) story = 20 feet for building without openings, 35 for building with openings.
-Three (3) and four (4) story = 35 feet for building with or without openings.
- c. Floor area per dwelling, minimum (ft): Efficiency unit: 500 sqft per unit
One-bedroom unit: 725 sqft per unit
Two or more bedroom: 800 sqft for the first two bedrooms, plus an additional 125 sqft for each additional bedroom
- d. Building lot coverage, maximum (ft): 50% maximum
- e. Impervious parking lot coverage: 50% maximum
- f. Total impervious improvements: 75% maximum (for independent lots/parcels/tracts) *

(Buildings, parking, sidewalks):

*On-site amenity pond, on-site recreation area, and remote detention pond areas are considered site-wide pervious cover, crediting all independent parcels proportionally.

Commercial development

1. Lot standard

- a. Minimum lot area (sq ft): 20,000
- b. Minimum lot width (ft): 100
- c. Minimum lot depth (ft): 200

2. Setbacks (When adjacent to an arterial public street)

- a. Minimum front yard setback: 25 feet. 35 feet when adjacent to an arterial street.
- b. Minimum side street setback: 15 feet, 25 feet when adjacent to an arterial street.
- c. Minimum side yard setback: 5 feet, 25 feet when adjacent to property zoned for single-family residential.
- d. Minimum rear yard setback: 15 feet

3. Building Requirements

- a. Building height: 70 feet
- b. Building floor area, maximum: 1:1 FAR
- c. Building lot coverage, maximum: 50%
- d. Impervious (surface lot) coverage, maximum: 85% (for independent lots/parcels/tracts) *
*On-site amenity pond, on-site recreation area, and remote detention pond areas are considered site-wide pervious cover, crediting all independent parcels proportionally.
- e. Outside storage lot coverage, maximum (sf): 5%

e. Landscaping Standards

- a. Green space / recreational areas: *Multi-family:* Area calculations inclusive of shared amenity pond & remote / dry detention. 50% of gross platted area shall be open green space and common recreational area.
Commercial: Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area. See exhibit F street scape sections.
- b. Landscape area minimum (sq ft):
 - Sites up to 20,000 sq ft = 5%.
 - Sites of 20,000 sq ft to 200,000 = 7.5%.
 - Sites over 200,000 sq ft = 10% of area not covered by building or structure.
- c. Street side landscape buffer:
 - 15-feet-wide along major throughfares (FM 2920 / E. Main. St & FM 2978 / Hufsmith Kohrville Rd)
 - All boulevard entrances and other site entrances from FM 2920 & 2978 must be furnished with a minimum 5-foot-wide landscape strip and provide 1 large street tree every 30-linear foot of street frontage.
- d. Street trees, minimum: 1 large tree and 2 small trees for every 40-linear foot of street frontage

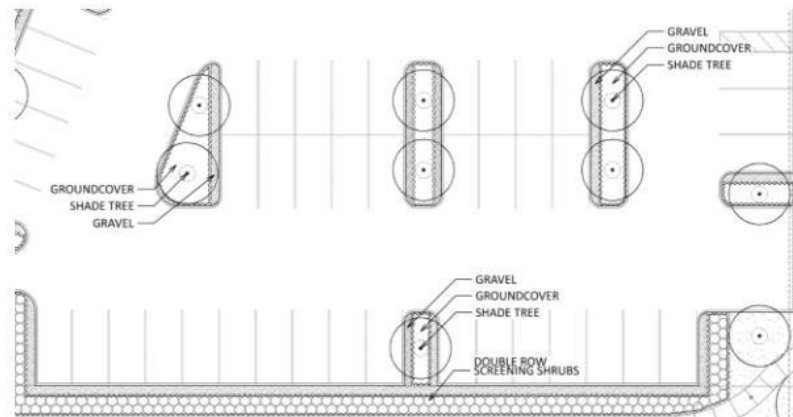
- e. Tree requirements, minimum (in addition to required street trees)
 - Sites less than 3,000 sqft = 3
 - Sites of 3,001 to 7,000 sqft = 4
 - Sites of 7,001 to 10,000 sqft = 5
 - Sites of 10,001 to 20,000 sqft = 6
 - Sites of 20,001 to 30,000 sqft = 7
 - Sites of 30,001 to 40,000 sqft = 8
 - Sites over 40,000 sqft = per 20,000 sqft = 3
- f. Parking lot trees, minimum:
 - 1 tree shall be planted in the parking area for every (10) parking spaces, for parking lots with more than 20 spaces. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where trees are located. See section F for more detail on parking lot landscape requirement.

f. Parking lot landscaping

Parking areas for pad sites must be connected to parking areas of adjacent parcels and structures with a connecting driveway. A continuous double hedge row of shrubs planted with triangular spacing along the parking lot boundary adjacent to a street (major throughfare, throughfare, boulevard entrance, etc.) is required. The shrubs shall be a minimum of five (5) gallon size of thirty-six (36") in height, planted thirty inches (30") on center and maintained at a uniform height of forty-two inches (42").

At areas where monument signage may be installed a temporary interruption in continuity (up to 20') may be warranted for signage visibility. One nine by nineteen-foot (9'x19') landscape island is required for every ten (10) parking spaces. Landscape Island may include a 6" perimeter concrete curb within the required 9'x19' area. Each island shall contain a minimum of one (1) three-inch (3") caliper canopy tree with the remaining planted area consisting of a low shrub or groundcover. An 18" strip of gravel contained by steel edging shall be located directly adjacent to any length of parking stall. No sod or hydromulch shall be permitted within the island extents. Each island corner shall consist of a three-foot (3') radius along the driving isle. Each bay of parking must be separated from the end drive aisles by a landscape island consisting of the required parking lot island landscaping. A typical parking lot planting scenario can be found below:

Parking lot landscape exhibit



g. Buffering / Fencing

An opaque screening wall not less than 7 feet nor more than 8 feet, shall be erected on the property line separating zoning district in the following cases:

1. When non-residential or multi-family use sides / backs up to a single-family, two-family, or residential PD district.
2. When commercial use is on a tract less than 15 acres and sides / back up to a multi-family district. Unless in special areas where visibility is encouraged.
3. When commercial or multi-family use is adjacent to a residential area, a 15-foot landscape buffer is required to be installed incorporating walking trails and site trees at a rate of 1 three-inch (3") tree per 40' of property boundary. Tree species will vary, including Oak, Pine, and low shrubs to gain vertical screening as illustrated in exhibit A and exhibit B.

Fencing material may be treated wood, masonry, reinforced concrete, or similar suitable materials without openings, unless in special areas where visibility is encouraged.

All refuse containers must be screened on three sides by a minimum 6-foot solid masonry wall and include an opaque metal gate.

h. Sidewalks and Trails

Sidewalks:

1. Minimum 5-foot-wide sidewalks shall be provided along either or both sides of local residential and collector streets. As illustrated in exhibit F – Streetscape.
2. Minimum 6-foot-wide multi-use paths/trails shall be included within the boundaries of this planned development, providing ample connectivity between residential, commercial and future land uses. As identified in exhibit G – Amenity Pond.
3. All sidewalks shall be paved with concrete for primary connections.

Connectivity:

1. All commercial and multi-family components must be interconnected with the overall site.
2. All building entries to be accessible via pedestrian pathways via public roads (FM 2920 / E. Main. St & FM 2978 / Hufsmith Kohrville Rd) or as required by the City of Tomball Ordinances.
3. Crosswalk will be strategically placed based on a final pedestrian sidewalk / trail plan.

Materials

1. Concrete or pavers recommended as primary sidewalk materials.
2. Special areas such as the amenity pond against the commercial retail, alternative materials allowed such as gravel, crushed granite, fiber cement decking to create a cohesive composition for a recreational area. As illustrated exhibit G – Amenity Pond.

i. Signage

Retail center developers shall be required to submit a comprehensive signage plan including all sign types for the center and pad sites. Every pad site is limited to one (1) single tenant or dual tenant monument sign, or one (1) monument sign every 150 linear feet. See exhibit D for a comprehensive signage site plan for proposed and monument signage designs. Front pads bordering access drives with access to rear tracts will be required to allocate a signage easement area against the access drive and the front property line for the rear users' signage see exhibit D for proposed location. No signage approval shall proceed without a comprehensive signage plan. All signage design must conform with the City of Tomball Ordinance. Where guidelines below conflict with City of Tomball regulations, the city code will govern.

All sign designs are subject to review and approval by the Developer. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated and installed in compliance with all applicable codes, ordinances, and local official approval.

Monument signs are to be located behind the street side landscape buffer (ten feet off the property line) and shall be authorized within City of Tomball public utility easements (encroachment agreement is likely necessary). Utility line location to be confirmed and maintained unobstructed. Refer to exhibit D and E for signage location and type.

In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, view, or constitute a threat to road traffic. Specifically prohibited signs include rotating, trailer, animated, oscillating, iridescent or dayglo painted signs, signs which make noise, incandescent or fluorescent illuminated signs, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface. Other prohibited signs include changeable message. Banners, flags, and single-pole signages are prohibited. Pylon signs, where approved per exhibit D, must have 2 poles and be clad to be architecturally cohesive w/ the development architecture. Balloons, streamers, pennants, bunting, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures or items deemed to be inconsistent with the intent of these Guidelines are prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to Developer approval.

Building mounted signs:

Tenants shall have signs designed as an integral element of the storefront design, with letter form size and location appropriately scaled and proportioned to the overall storefront design. All Tenant sign designs submitted to be subject to approval.

One building identifier will be permitted for each Tenant having an exterior public entrance. The maximum span of the Tenant's sign shall not exceed 75% of the store frontage width. Tenants with 5,000 square feet or less may have building signage not to exceed a maximum of 36" in height and tenants in a lease space greater than 5,000 feet may have signage up to 48" tall. For spaces larger than 10,000 square feet, the signs must be an integral part of the store front design, with letter size and location appropriately scaled and proportioned to the overall store front design. The information on the sign will consist of the name of the Tenant in a typeface of their choice. The use of pictorial logos or symbols may be considered for nationally recognized tenant's trademarked logos. The message will typically appear as one horizontal line of copy. Two lines are allowed if the tenant's name will not fit on one line.

j. Minor Modifications

The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance with the applicable City of Tomball Ordinances, and this approved by the City Planner or Community Development Director.

1. Modifications to internal street patterns are allowed.
2. Modifications to the location of land use provide that such relocations meet the minimum area and land use regulations set forth within this document.
3. Modifications to lot sizes / property line locations are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
4. Modifications to the total acreage provided for each land use set for in the site exhibit area allowed. If needed signage location can be revised following the standard from this document.
5. Boardwalk/Restaurant Patio area site plan design shows a general intent to enhance the pedestrian & restaurant customer experience with programmed amenities to further engage the edge condition of the amenity pond with place-making, interactive/engaging amenity elements. Within that broad goal, the specific concept design may evolve & change from what is currently included in this document with something greater or equal in quality.

k. Architectural Criteria

These recommendations and standards are meant to foster a sense of design continuity that creates a sense of place in the master planned mixed-use land development. The following Architectural Criteria is intended to make the building designer aware of the architectural context, not to inhibit or limit unique design.

1. Building façade criteria and features:
 - a. Building facades shall include offsets, changes in building materials, colors, textures, and architectural detailing that creates shade and cast shadows.
 - b. facades greater than 100 feet in length shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade. No uninterrupted length of a façade shall exceed 100 feet. This Regulation applies to all building facades within the PD except for the building rear façade.
 - c. Canopies, arcades, or recessed entries shall be provided at pedestrian entrances to the building. Canopies and arcades shall be structural extensions of the building and cover a ground area of at least 20 feet. A recessed entry shall be at least 40 square feet in size.
 - d. The front façade of the multi-tenant retail building facing FM2920 and facing FM2978 shall be at least 60% transparent by means of storefronts, entrances, and display windows.
 - e. Facades of all buildings within the PD shall be of similar architectural design, colors, and materials.
 - f. The developer or city planner may approve alternative canopy or façade treatments not specified herein if equal or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
 - g. Columns should be simple in form and are encouraged to appear as raw materials such as steel & concrete. No ornate trim or capitals around columns.
 - h. All rooftop equipment shall be screened so as not to be visible from the finished elevation of the parking area and common amenity space.
2. Building façade finishes and materials:
 - a. Usage of raw materials & finishes are encouraged (exposed steel (painted), architectural steel, metal cladding, aluminum, composite aluminum panels, corten steel, decorative CMU (Concrete Masonry Unit) blocks, brick masonry, concrete (raw, board-formed, or form-liner concrete) wood, fiber cement).
 - b. A consistent palette of materials appropriate to the regional context should be employed for exterior materials. A range of natural earth tones is recommended.
 - c. Accent colors and/or painted graphics/art may be permitted when deemed to add value to overall project and community aesthetic.
 - d. Prior to plan submittal, ALL building elevation/material plans will be subject to final review/approval by the developer and/or representative authorized to act on behalf of the developer in accordance with applicable restrictions.

The photos provided below are examples for massing, scale, proportion, and building materials to aid in understanding the intended community style. The following photos reflect the broad architectural style meant to be expressed and not one single image captures the exact look.

The multifamily architectural design style must be compatible with the design intent for the overall project. Multifamily developer will present building designs to the City Council at a future date.

Restaurant/Boardwalk - style inspiration



Multi-family – style inspiration



Multi-tenant retail & Pad retail – style inspiration



I. Lighting

This planned development provides recommendations for a coordinated family of site lighting and materials for use in Tomball Boardwalk. Parking lot lighting must be designed in an attempt to maximize pedestrian and vehicular safety and in accordance with Illuminating Engineering Society of North America (IESNA) recommended standards. Additionally, parking lighting should be shielded with sharp cut-off in order to promote “dark sky” concepts and limit intrusion into adjacent properties and on a house meter. Photometric calculations and drawing documentation are required for each project assuring minimal light trespass into or onto adjacent properties and the sky-dome. All light fixtures must LED or low-energy / high efficiency and to be submitted with cut sheets for developer approval.

Parking Lot Lights:

Color – Black or dark bronze, complimenting metal trims selections in development.

Pole Height – ±25’

Base – ±3’ tall concrete base

Additional lighting specifications must be provided per photometric study and site-specific design needs.

m. Amenities

The following amenities are required within the common amenity pond area:

1. Detention pond / amenity pond. The development will be anchored by the enhanced detention amenity pond with up to three (3) water fountains, observation decks and at least one (1) wood or similar material pedestrian bridge.
2. Pedestrian pathway constructed of concrete or pavers (minimum of 5 feet in width) connecting the different tracts to the amenity pond area.
3. Shade structures (minimum 2), along pedestrian pathways.

4. Designated public plaza courtyard covered, with architectural concrete or pavers. Surrounding restaurant patio areas and boardwalk frontage.
5. Furniture, such as benches and / or low masonry seating walls.
6. Open lawn / picnic area.
7. Kids playground area / playscape.

n. Exhibits

Exhibit A / Section A illustrates the northwest boundary parallel to FM2920 abutting the single-family project accounting all the easements, building lines and boundaries location to show a worst-case scenario of the building's proximity.

A 35' building line will be enough to accommodate 115' between the structures. See exhibit C for master site plan layout.

Exhibit A – Building separation (Section A – See exhibit C)

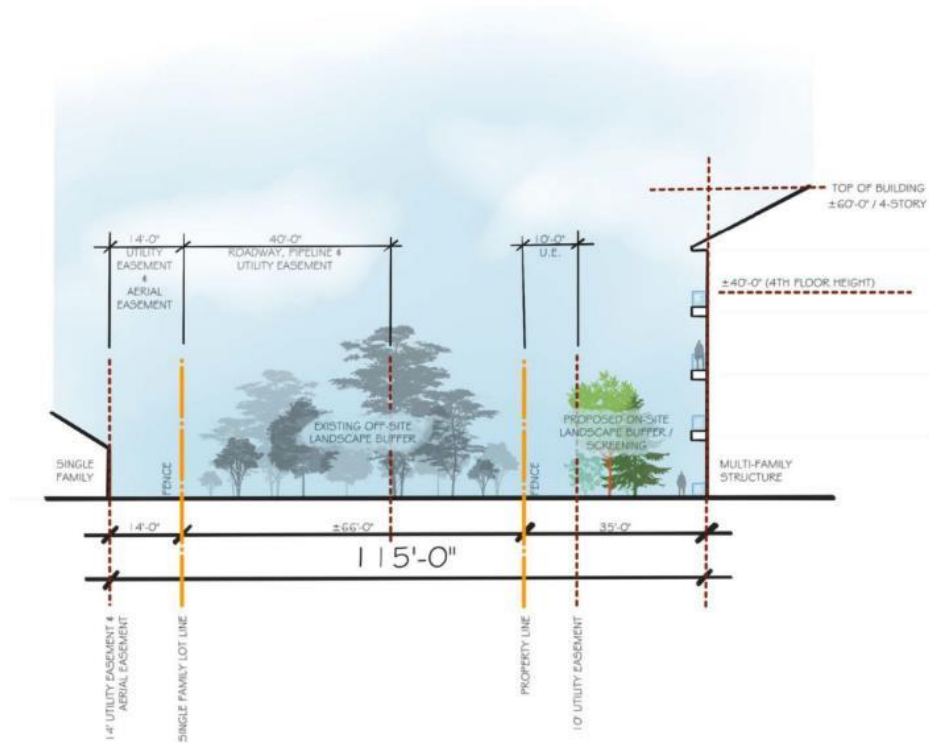


Exhibit B / Section B illustrates the northwest boundary parallel to FM2978 abutting the single-family project accounting all the easements, landscape setbacks, parking layout and boundary location to show a worst-case scenario of the building's proximities.

This section displays the worst-case scenario where the property pinches showing a 114'-6" separation going up to ±200' in building's separation.

Exhibit B – Building separation (Section B – See exhibit C)

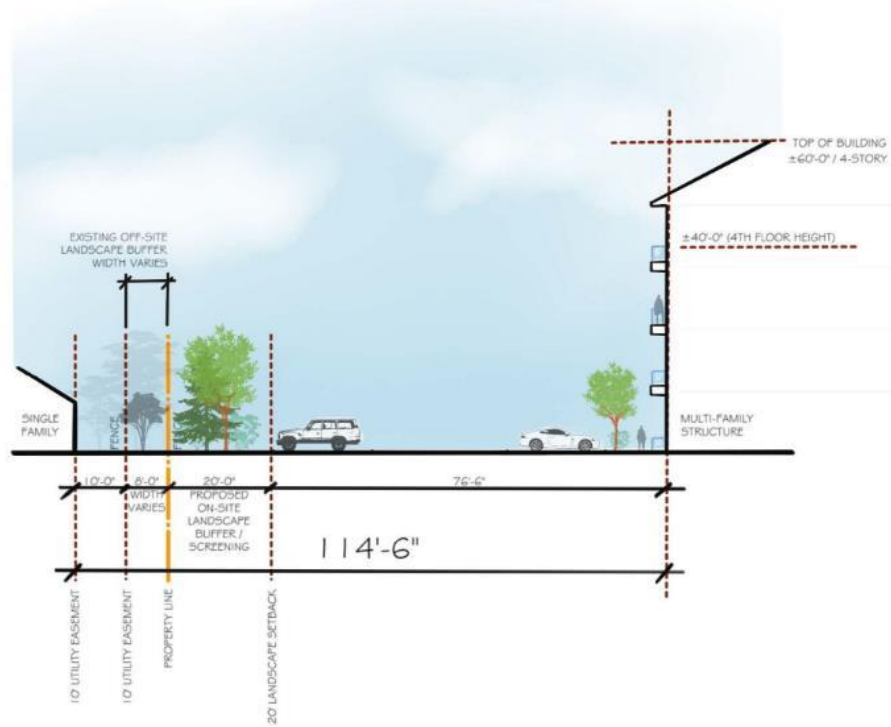


Exhibit D – Signage Location

Overall master site exhibit proximate location and type for monument signage.

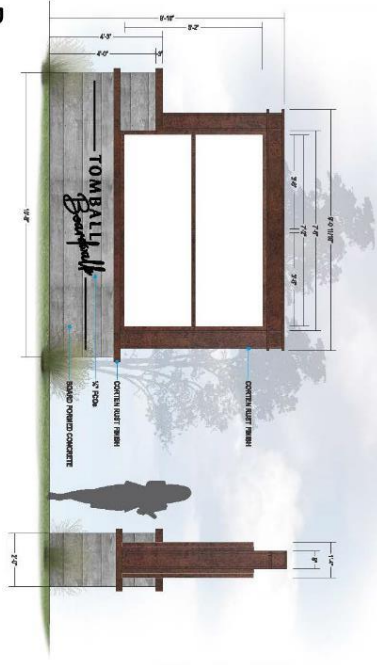
See exhibit C for monument signage type, shape, colors and materials



Exhibit E – Signage Type

The purpose of this section is to create a graphic environment that is individual and distinctive in identity for tenants and that is also compatible with other signs within the development. The concept should give an impression of quality, professionalism, and instill a good business image. Lettering shall be well proportioned and its design, spacing, and legibility shall be major criteria for approval.

A - SINGLE TENANT MONUMENT SIGNAGE



B - DUAL TENANT MONUMENT SIGNAGE



C - MULTI TENANT MONUMENT SIGNAGE



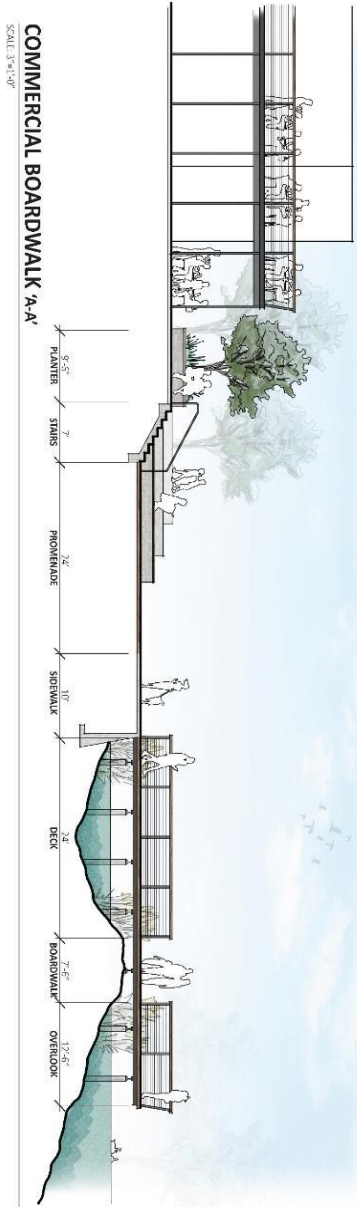
D - MULTI TENANT PYLON SIGNAGE



Exhibit G – Amenity Pond



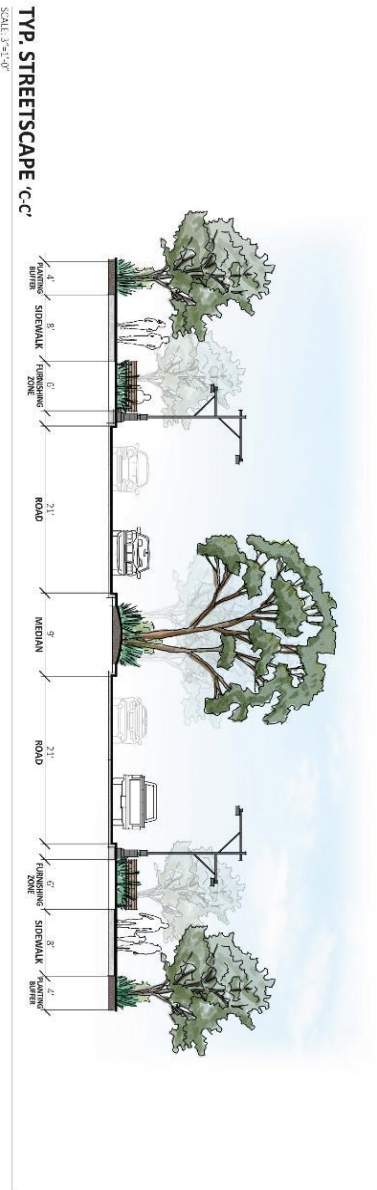
Exhibit H – Sections



COMMERCIAL BOARDWALK 'A-A'
SCALE: 3/4"=1'-0"



BOARDWALK TRAIL 'B-B'
SCALE: 3/4"=1'-0"



TYP. STREETSCAPE 'C-C'
SCALE: 3/4"=1'-0"

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 14, 2023
&
CITY COUNCIL
AUGUST 21, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 14, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 21, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z23-10: Request by Nathan T. Newman on behalf of NTN Tomball Corner, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas.

Zoning Case Z23-11: Request by ISIDROWS, LLC on behalf of Wendy Lynn Dixon to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

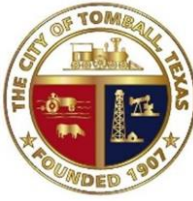
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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 11th day of August 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-10

7/24/2023

The Planning & Zoning Commission will hold a public hearing on **August 14, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Nathan T. Newman on behalf of NTN Tomball Corner, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **August 21, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtx.gov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-10

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

Name:
Parcel I.D.:
Address:

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

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

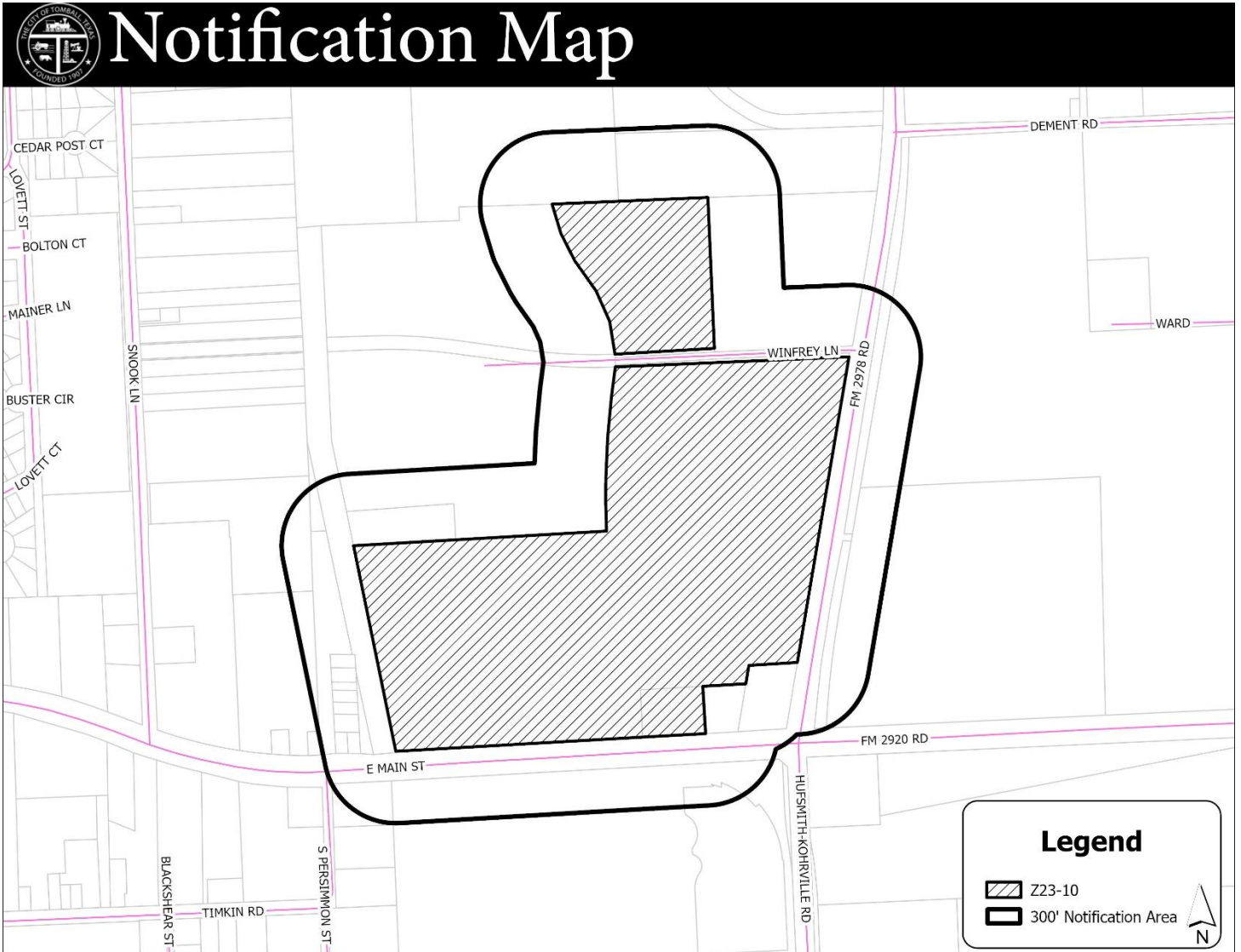
I am opposed

Signature: _____



City of Tomball
Community Development Department

Z23-10



Jared Smith

From: Roland Ramirez <roland@roc-homes.com>
Sent: Wednesday, August 2, 2023 11:13 AM
To: Jared Smith
Subject: Public Hearing on case number Z23-10

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

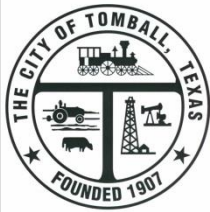
Hi Jared,

On behalf of CHTA Development, I received the Hearing Notice on the NTN TOMBALL CORNER. I will attend the hearing. The only objection we would have is any structures abutting and impacting our 55-Plus homeowners in Winfrey Estates. It was my understanding that our most southern border (south side of Winfrey Lane) is planned for Multi-Family. We would object to apartments 2 or more levels directly behind our homes along Secret Grove Trail. Please advise if this may or may not be the neighbors plan.

Can this email suffice for our objections or comments to the PD? I will attend the meeting on August 14, 2023. Do I need to make our concerns at the P&Z meeting on this date?

Thanks,

Roland Ramirez, Broker
Land Acquisitions and Development
ROC Homes/CHTA Development
1169 Brittmoore Rd.
Houston, TX 77043
281-924-5550



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: August 14, 2023
City Council Public Hearing Date: August 21, 2023

Rezoning Case: Z23-10
Property Owner(s): NTN Tomball Corner, LLC
Applicant(s): Nathan T. Newman
Legal Description: Lots 1 & 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1
Location: Generally located at the northwest corner of FM 2978 & FM 2920 (Exhibit "A")
Area: 56.1 acres
Comp Plan Designation: Corridor Commercial (Exhibit "B")
Present Zoning: Commercial (C) & Single Family Residential – 9 (SF-9) (Exhibit "C")
Request: Rezone from the Commercial (C) and Single-Family Residential – 9 (SF-9) to a Planned Development District (PD #19)

Adjacent Zoning & Land Uses:

North: Planned Development District (PD #15), Commercial (C), Agricultural (AG), and Single Family Residential – 9 (SF-9) / PD #15: 55+ Age Restricted Adult Single-Family Residential Neighborhood, C & SF-9: CenterPoint Energy Overhead Utilities, C: Vacant Land, AG: Metal Fabrication Shop, SF-9: Vacant Land

South: Commercial (C), Light Industrial (LI) / C: Restaurant & Convenience Store, LI: TISD Star Academy & Administrative Offices

East: Light Industrial (LI) / Baker Hughes Education Center & Vacant Land

West: Planned Development District (PD #15), Commercial (C), Single Family Residential – 9 (SF-9) / PD #15: 55+ Age Restricted Adult Single-Family Residential Neighborhood, C & SF-9: CenterPoint Energy Overhead Utilities

BACKGROUND

The subject property has been within the City Limits of Tomball since at least 1909 and the property has remained vacant since this time. A portion of the subject property (approximately 18-acres) was the subject of a request for rezoning which would allow multi-family with a commercial reserve in February of 2020. This previous request was approved by the City Council on first reading of the ordinance, however the developer decided to withdraw their application prior to the

second reading. The city staff has met with the current owner(s) of the property on numerous occasions over the past year to discuss the planned development of the entire 56+ acres. The applicants are requesting to rezone the property to a Planned Development District with the goal of establishing a high-end mixed-use development, which will include a mix of retail and multi-family residential land uses anchored with a centrally located enhanced amenity pond incorporating pedestrian paths, observation decks, public plaza courtyard, restaurant patio areas with boardwalk frontage, open lawn/picnic area and children's playground.

ANALYSIS

Description: The subject property comprises approximately 56.1 acres, being generally located at the northwest corner of FM 2920 & FM 2978. Much of the subject property is currently located within Commercial (C) zoning with a small portion of the property being in Single Family Residential – 9 (SF-9) zoning. These zoning designations have been applicable to this site since the City of Tomball adopted zoning in 2008. Immediately north of the subject property are a variety of zoning districts to include vacant land within Single Family Residential – 9 (SF-9) and Commercial (C), a metal fabrication facility in Agricultural (AG) and a Planned Development District (PD #15) which is currently under construction and establishing a small lot (approximately 5,500 square feet) 55+ age restricted adult single family residential community. West of the subject property is Baker Hughes Education Center and vacant land within Light Industrial (LI) zoning. South of the subject site is the Tomball Independent School District STAR Academy and Administrative Offices within Light Industrial (LI) zoning as well as a fast-food restaurant and convenience store located in Commercial (C) zoning. East of the subject property is an approximately 100-foot-wide strip of land occupied by CenterPoint Energy overhead power lines within Commercial (C) and Single-Family Residential – 9 (SF-9) zoning.

Comprehensive Plan Recommendation: The subject property is designated as “Corridor Commercial” by the Comprehensive Plans Future Land Use Map. This Corridor Commercial category is intended for predominantly nonresidential uses along high traffic, regionally serving thoroughfares. According to the Comprehensive Plan, these areas will be auto-oriented, however there should be a promotion of bicycle/pedestrian accommodations to create a pleasing environment which leaves a lasting impression on residents and passers-by.

Land uses should include regional commercial, personal service offices, retail, entertainment, dining, hotels, brew pubs/distilleries and multi-family. Appropriate secondary uses may include private gathering spaces, local utility services, government facilities, and transportation uses.

The Comprehensive Plan recommends the zoning districts of – Office (O), General Retail (GR), Commercial (C), Multi-Family (MF), or Planned Development (PD)

When making decisions regarding matters pertaining to zoning in the Corridor Commercial land use category the Comprehensive Plan states the following considerations should be used as guidance. Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New developments should include improved standards for building form and architecture, buffering, landscaping, and signage. Multi-family developments in an urban architectural form should be considered in a manner complimentary to other uses.

Staff Review Comments:

The applicants request to establish a mixed-use development on the subject property is in direct alignment with the goals and objectives outlined in the Comprehensive Plan and the Corridor Commercial land use category identified on the Future Land Use Map. The subject property is located at the intersection of two major arterial streets (FM 2920 & FM 2978) as well as the intersection of a collector and major arterial street (Winfrey Lane & FM 2978). Traditional planning considers locations such as this to be routinely appropriate for commercial land use as they provide convenient access as well as exposure to the large volumes of traffic that are found on these roadways. Further, major thoroughfares such as these are considered appropriate to accommodate the traffic which is to be generated by both the commercial and multi-family residential components of this planned development.

This Planned Development promotes many of the goals and objectives found in the Comprehensive Plan which was adopted by the City Council in 2019. The Comprehensive Plan identifies the need to capitalize on mixed use developments that promote recreation and entertainment opportunities for citizens and visitors to Tomball which will leave lasting impressions. The Comprehensive Plan supports the creation of mixed-use developments that will encourage a variety of land uses within a walkable environment while also facilitating development of new neighborhoods which can integrate with the built environment. This provides opportunities for citizens in all stages of life (recent graduates, young families, empty nesters, etc.) to have convenient access between the residential and commercial uses while creating quality, complete, and enduring neighborhoods that will serve Tomball residents long into the future. This planned development establishes a walkable environment between the planned multifamily and commercial components as well as convenient access to these facilities and services to the nearby patio home residential community to the northeast (Winfrey Estates).

In addition to the endorsement of creating mixed use neighborhoods, the Comprehensive Plan encourages transitional housing. Often traditional non-single family residential housing options are developed on islands with limited supporting amenities and services. However, if developed properly these types of housing options can become effective transitions of land uses between lower intensity single-family detached residential uses and higher intensity nonresidential uses. East and south of the subject property is existing Light Industrial zoning which allows for the widest range of commercial uses which are often considered least compatible with residential uses. The portions of the site located at the intersection of FM 2920 & FM 2978 are currently zoned Commercial and the future land use plan promotes the establishment of commercial activities in this area. As you move further north/northwest from the intersection it becomes important to begin to “transition” the land use between this planned commercial activity and the small lot single-family residential community currently being developed (Winfrey Estates) as well as the planned “Neighborhood Residential” land use category identified in the Future Land Use Plan which is identified further north/northwest from this corner. The goal of establishing a multi-family complex between this planned commercial activity and the existing/planned single-family residential communities is appropriate and fits the Comprehensive Plans objective of promoting transitional land use buffering. Further, the planned development ordinance establishes standards pertaining to buffering along the property boundaries separating the multi-family component and the existing single family residential subdivision, these have been elevated in comparison to the ordinarily applicable buffering standards. Specifically, the PD ordinance requires a MINIMUM 15-foot-wide vegetative buffer yard (as opposed to 10-feet), these boundaries must be furnished with an opaque screening wall not less than 7-feet nor more than 8-feet in height (as opposed to 6-feet), and trees must be planted within this vegetative buffer at a rate of 1 three-inch (3”) tree per 40-linear feet (40’) of property boundary (as opposed to no trees being required). Lastly, the PD

ordinance stipulates that the MINIMUM rear setback for multi-family buildings when adjacent to single family residential uses/zoning is 100-feet (as opposed to the 60-foot setback ordinarily required).

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on July 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-10.

EXHIBITS

- A. Aerial Photo
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application
- F. Planned Development Regulations

Exhibit "A"
Aerial Location Map

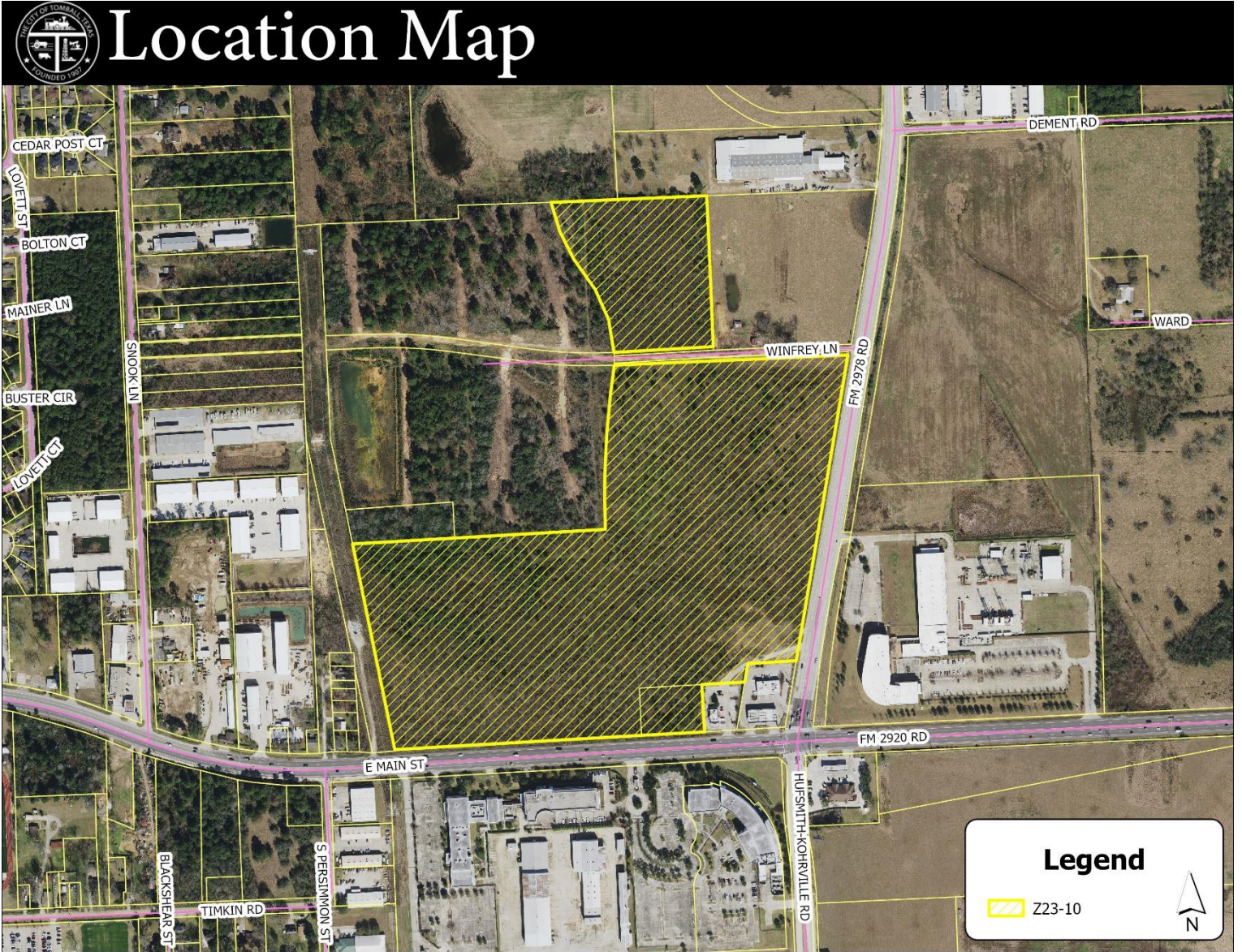


Exhibit "B"
Future Land Use Plan



Future Land Use Map

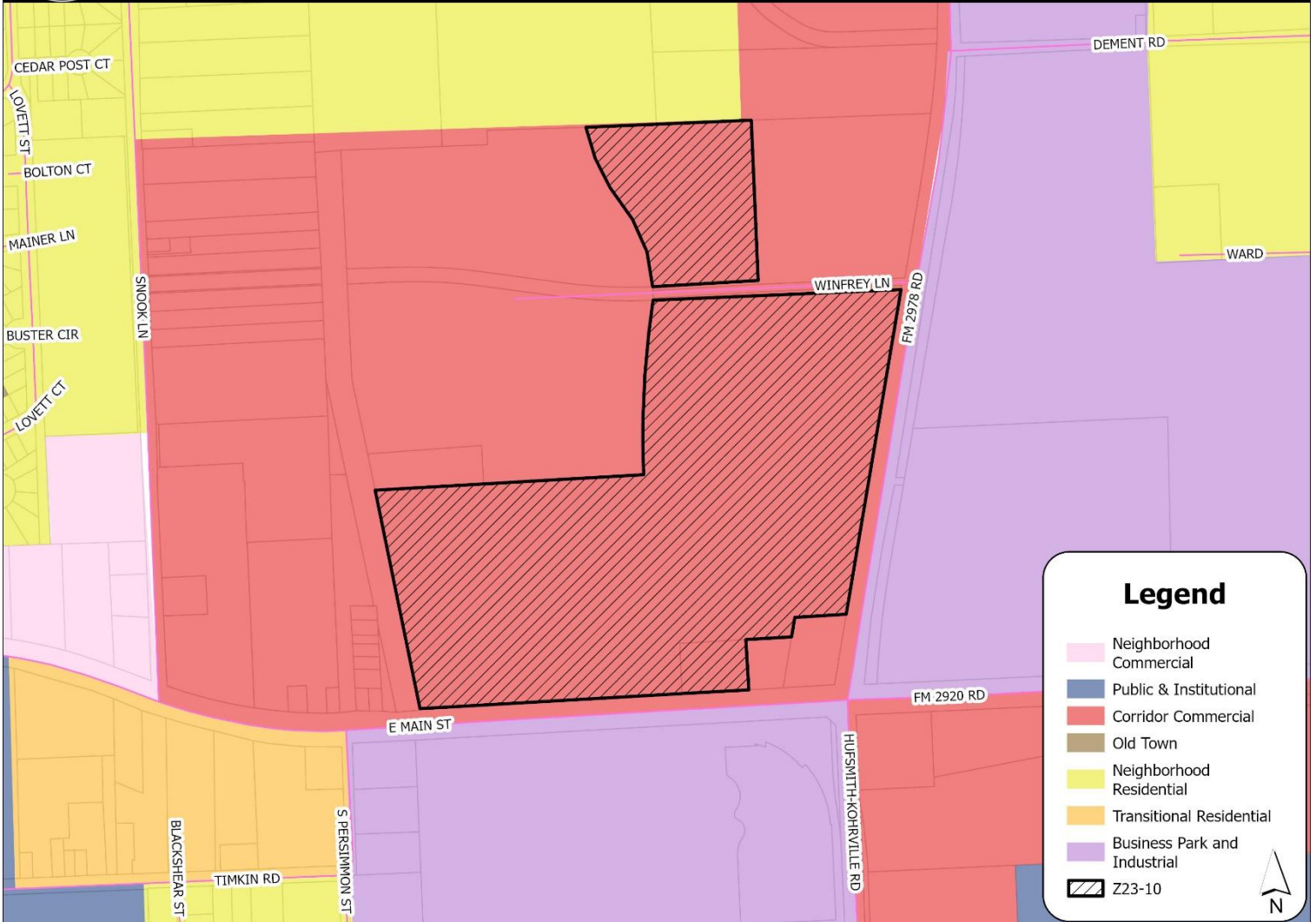


Exhibit "C"
Zoning Map

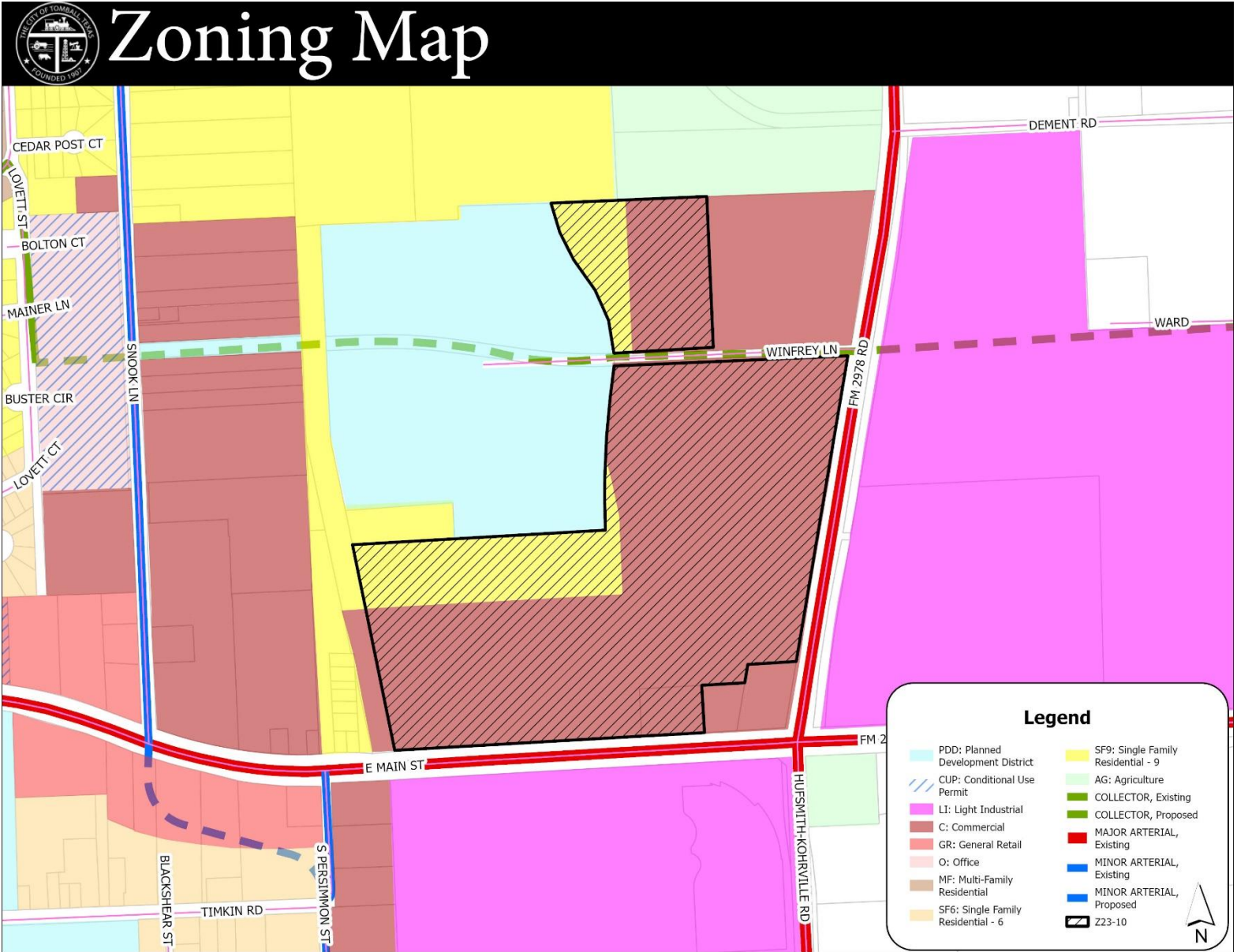


Exhibit "D"
Site Photo(s)

Subject Site



Subject Site



Neighbor (South)



Neighbor (East)



Neighbor (North)



Neighbor (North)



Neighbor (West)



Exhibit “E” Rezoning Application



25241 FM 2978, Suite C
Tomball, TX 77375
Phone: (281) 703-0715
www.newmancre.com

July 4, 2023

City of Tomball
Planning & Zoning Commission / City Council
501 James Street
Tomball, Texas 77375

Attn: Mr. Jared Smith
City Planner, City of Tomball
E: jasmith@tomballtx.gov

Re: Request for a Zoning Ordinance Change to a Planned Development
+/- 56-acre property @ NWQ of FM 2920 & FM 2978

Dear Mr. Smith,

On behalf of Newman Commercial Real Estate, I am pleased to present to you the comprehensive Planned Development package associated with the development project, Tomball Boardwalk.

The property was acquired on October 11, 2022, and encompasses 56.051-acres of undeveloped land. The property resides within the Tomball city limits and is currently zoned for both Single-Family SF-9 and Commercial District uses. The property was platted in 2011 and re-platted in 2014 by previous owners.

Over the past several months, my team has put together a request for a zoning ordinance change to convert the 56-acre property from Single-Family and Commercial uses to a new Mixed Use Planned Development District. Amending the zoning ordinance will support my vision and purpose for acquiring the property, as well as align with Tomball’s Future Land Use Plan. As an experienced commercial real estate developer in the north-Houston metroplex, we intend to develop a signature masterplanned project. The project will consist of a variety of uses that will be constructed over multiple phases, including retail/commercial, office, recreational, and multi-family. The planned development ordinance change will accomplish two primary objectives; 1) communicates project intent and goals to City staff/officials to ensure that the project is carried out in a methodical and intended process, 2) allows me to fully utilize this large tract of land that is suitable according to current and anticipated market conditions, while creating a mix of product which will stimulate shopping, dining, access, walkability, and sense of community. Upon your review of this application, you will observe that my team has spent a significant amount of time on the package, and the result is nothing short of a Class-A, community destination center at the east gateway of Tomball. Our investment into the project will be significant, and to realize this complex multi-phased project will require City involvement, support, and a public-private partnership. In the near future, my team will submit a Development Agreement to City staff, which will outline the metrics to achieve this project.

This property has a history of development proposals, yet has sat dormant for far too long. With the property changing hands, this is no longer the case – my team is positioned to accelerate this project. In



25241 FM 2978, Suite C
Tomball, TX 77375
Phone: (281) 703-0715
www.newmancre.com

addition, my team is local, and we have the experience and wherewithal to push the development plan forward very quickly with much less constraints.

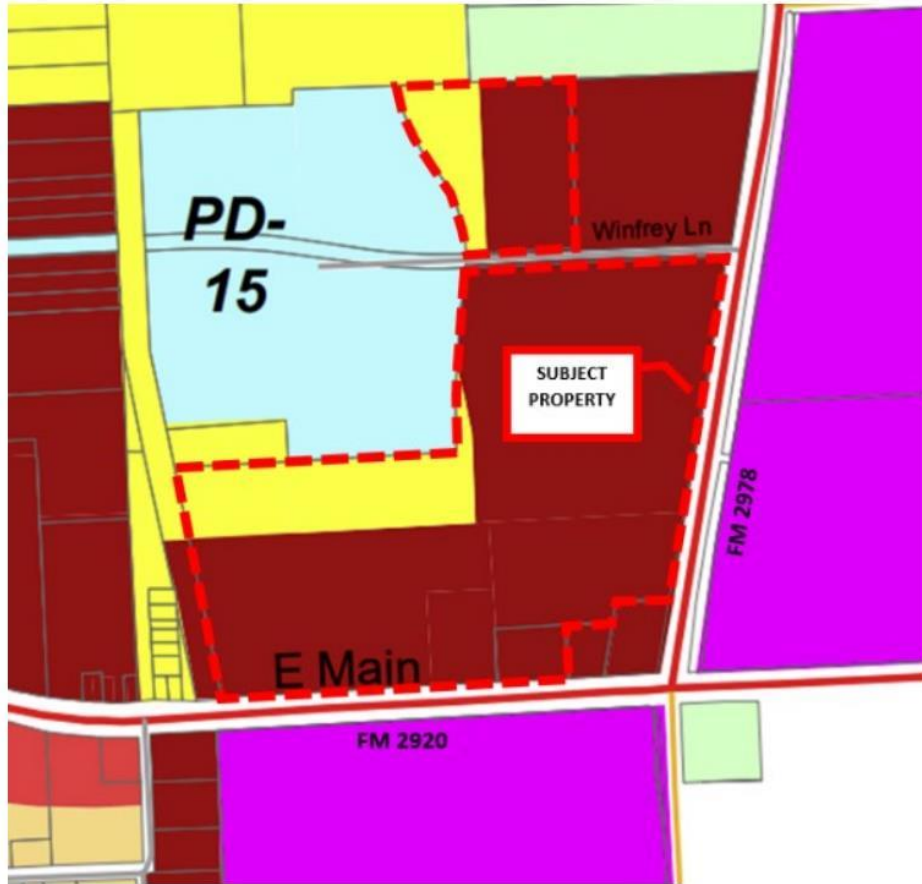
I appreciate the opportunity to submit this Zoning Ordinance change request and application package. Please do not hesitate to contact me if there are any questions related to the property and/or request.

Sincerely,

Nathan T. Newman

Enclosures: Current Zoning Map Exhibit – Subject Property
 Application for Planned Development and its enclosures required

CURRENT ZONING MAP





Revised: 10/1/2022

**Application for
Planned Development
Engineering & Planning Department**

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development Permit is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

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

There is a \$1,500.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/secure/send
USERNAME: **tomballdd**
PASSWORD: **Tomball1**

Applicant

Name: NATHAN T. NEWMAN Title: MANAGER
Mailing Address: 25241 FM 2978, STE. C City: TOMBALL State: TX
Zip: 77375
Phone: (281) 703-0715 Fax: () Email: NATE@NEWMANCRG.COM

Owner

Name: NTN TOMBALL CORNER, LLC Title: —
Mailing Address: 87 N HUNTERS CROSSING CIR City: THE WOODLANDS State: TX
Zip: 77381
Phone: () Fax: () Email: _____

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: MIXED-USE 56-ACRE PROJECT

Physical Location of Property: NWQ OF FM 2920 & FM 2978

[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: LT 1 RESERVE AT TOMBALL
LT 2 RESERVE AT TOMBALL PAR R/P
LT 3 RESERVE AT TOMBALL

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1328330000001
1328330000002 Acreage: 56.051
1328330000003

Current Use of Property: INVESTMENT

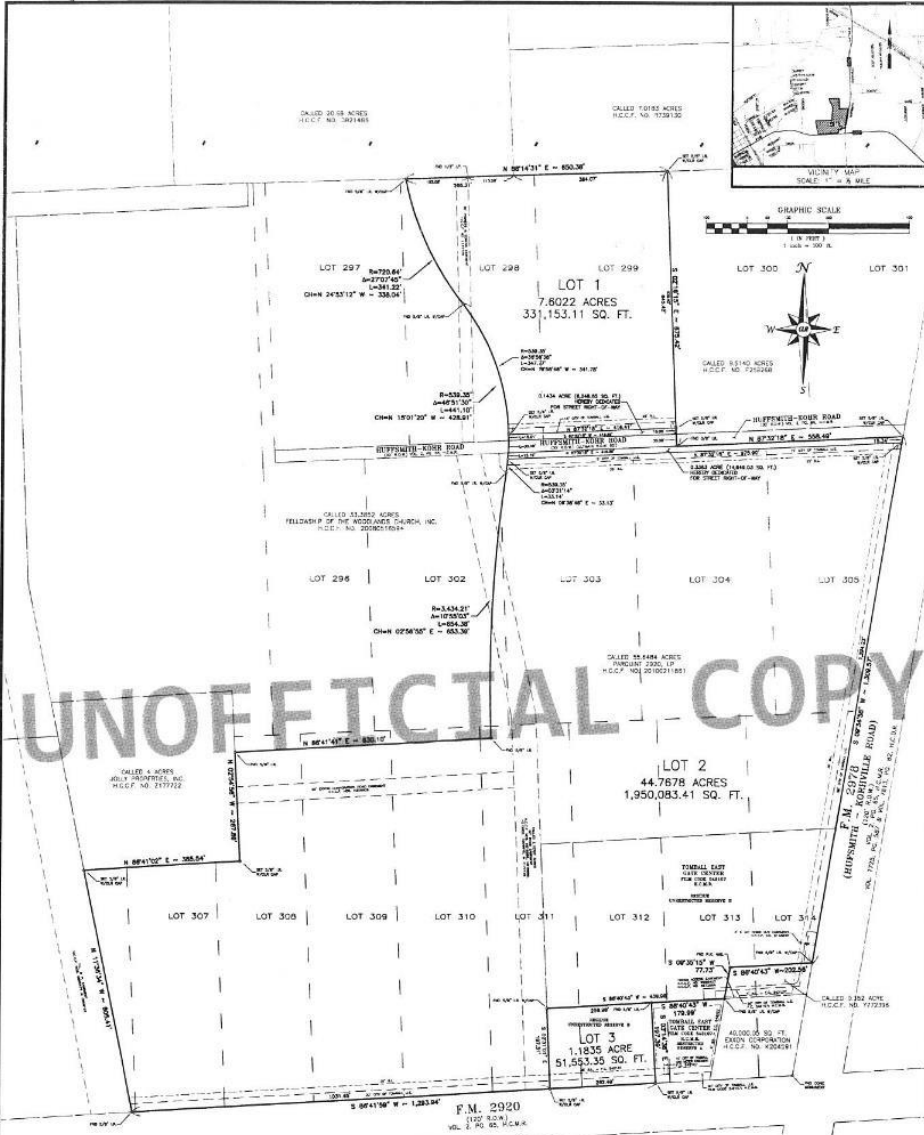
Proposed Use of Property: RETAIL/COMMERCIAL MIXED-USE + MULTI-FAMILY

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

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

X Nathan T. Newman 11/1/2022
Signature of Applicant Date

X Nathan T. Newman 11/1/2022
Signature of Owner Date



UNOFFICIAL COPY

OFFICE OF
DEAN STUBBS
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
44014
FROM CODE
RESERVE AT TOMBALL FINAL
PLAT
THIS IS PAGE 2 OF 3 PAGES
SCANNED ELECTRONICALLY
KEY MAP

FINAL PLAT
RESERVE AT TOMBALL

A 54.0332 ACRE TRACT OF LAND BEING A PARTIAL REPLAT OF
TOMBALL TOWNSITE RECORDED IN VOLUME 2, PAGE 65
H.C.M.R., AND TOMBALL EAST GATE CENTER RECORDED
UNDER FILM CODE NO. 542107 H.C.M.R.
BEING OUT OF A CALLED 55.6484 ACRE TRACT RECORDED
UNDER HARRIS COUNTY CLERK'S FILE NO. 20100211861, AND
THE RESIDUE OF UNRESTRICTED RESERVE "B",
TOMBALL - EAST GATE CENTER
IN THE JESSE PRUITT SURVEY ABSTRACT NO. 629
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

OWNER
PARQUINT 2020, LP
1330 Lake Robbins Dr., Suite 100
The Woodlands, TX 77380
832-375-2520

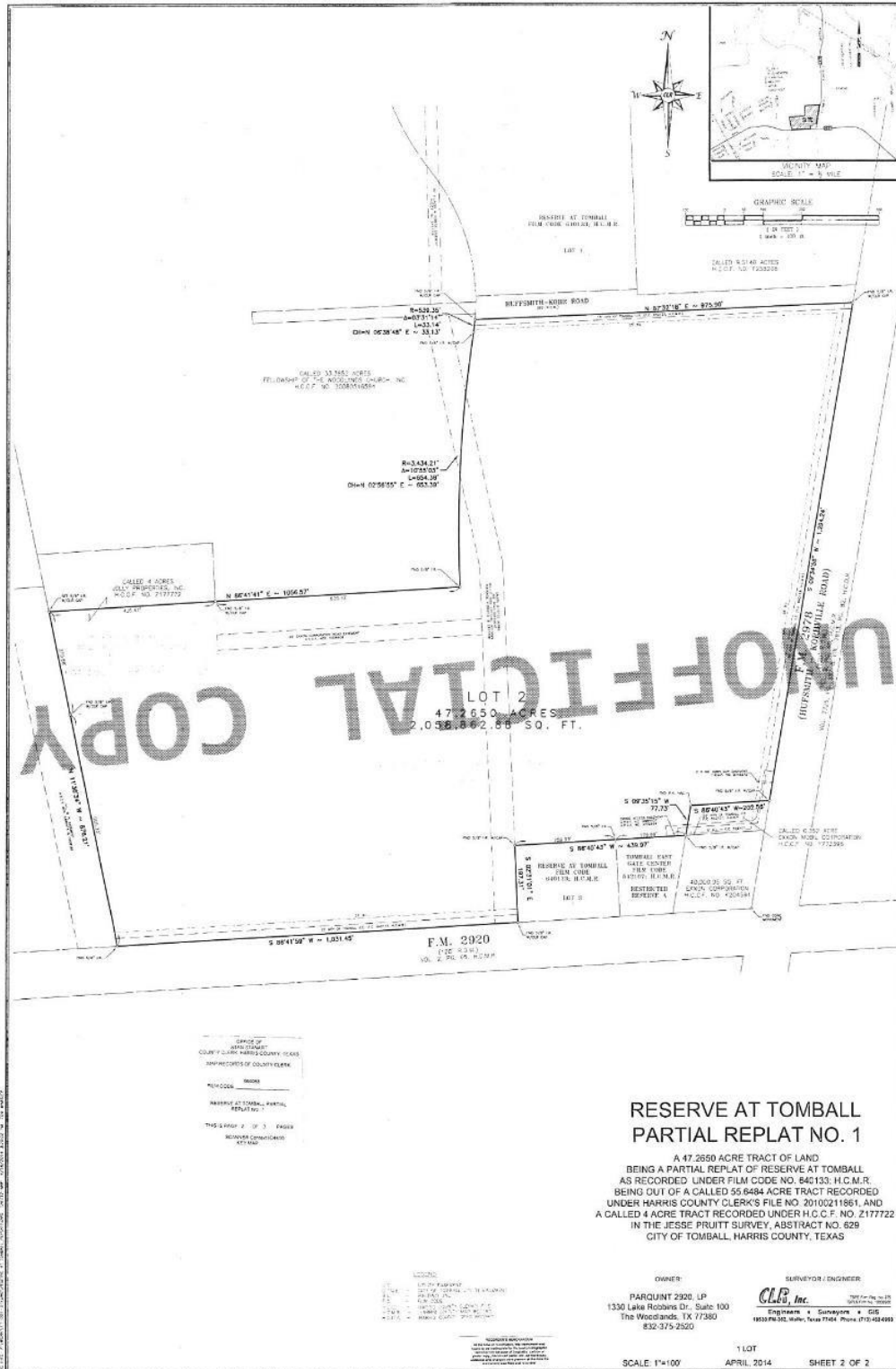
SURVEYOR/ENGINEER
CLR, Inc.
Engineers & Surveyors a GIS
18000 Rockledge, Houston, Texas 77058
Phone: (713) 465-9961 Fax: (713) 465-2735

AREA SUMMARY		
DESCRIPTION	SQ. FT.	ACRES
LOT 1	331,153.11	7.8022
LOT 2	1,950,083.41	44.7878
LOT 3	51,533.35	1.1835
NORTH ROAD, RESERVOIR	2,746.00	0.0626
SOUTH ROAD, RESERVOIR	1,448.00	0.0328
CRUSTING HUFFSMITH-ROSE ROW	13,853.20	0.3137
OTHER AREAS	3,762,919.87	86.2220
TOTAL AREAS (7)	2,322,693.54	53.0322

* - THE 57' BUFFER AROUND THE RESERVE BOUNDARY WHICH
THE PUBLIC ROAD ROWS - UP - AND - DOWN - ARE PART
OF THE 57' BUFFER AROUND THE RESERVE BOUNDARY WHICH
ARE NOT PART OF THE PUBLIC ROAD ROWS.

LEGEND
1. 1" = 100' HORIZONTAL SCALE
2. 1" = 100' VERTICAL SCALE
3. 1" = 100' CURVE RADIUS SCALE
4. 1" = 100' DISTANCE SCALE

31 LOTS
SCALE: 1"=100'
MARCH 2011
SHEET 2 OF 2



UNOFFICIAL COPY

LOT 2
47.2650 ACRES
2,038,862.88 SQ. FT.

OFFICE OF
SURVEYING
COUNTY CLERK HARRIS COUNTY TEXAS
RECORDED IN COUNTY CLERK'S
RECORDS BOOK
PARTIAL REPLAT NO. 1
THIS IS PAGE 2 OF 3 PAGES
RECORD COMPLETION
DATE

**RESERVE AT TOMBALL
PARTIAL REPLAT NO. 1**

A 47.2650 ACRE TRACT OF LAND
BEING A PARTIAL REPLAT OF RESERVE AT TOMBALL
AS RECORDED UNDER FILM CODE NO. 846133, H.C.M.R.
BEING OUT OF A CALLED 50.6484 ACRE TRACT RECORDED
UNDER HARRIS COUNTY CLERK'S FILE NO. 20100211861, AND
A CALLED 4 ACRE TRACT RECORDED UNDER H.C.C.F. NO. Z177722
IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

OWNER
PARQUINT 2920, LP
1330 Laine Robinson Dr., Suite 100
The Woodlands, TX 77380
832-375-2520

SURVEYOR / ENGINEER
CLB, Inc.
Engineers • Surveyors • GIS
1803 Park Blvd., Suite 100, Houston, TX 77056
Phone: 281-468-8888

11LOT
SCALE 1"=100' APRIL, 2014 SHEET 2 OF 2

TAX CERTIFICATE

MIKE SULLIVAN
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON AVE., SUITE 100
HOUSTON, TEXAS 77001

Issued To:
PARQUINT 2020 LP
59 N ROYAL FERN DR
SPRING, TX 77380-3402

Legal Description:
R8 12A
ABST 823 J FRUIT

Parcel Address: 0 4MAIN CT
Legal Acres: 4.0000
Parcel Date: 05/05/2014
Parcel Date: 05/05/2014
Issue Date: 03/03/14
Operator ID: DPUNGLBY

Account Number: 044-055-000-0194
Certificate No: 1324476
Certificate Fee: \$10.00

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 24.01 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED UP TO AND INCLUDING THE YEAR END. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:
PARQUINT 2020 LP
59 N ROYAL FERN DR
SPRING, TX 77380-3402

Certified Tax Entities:

- 01 Harris County
02 Harris County Flood Control Dist
02 Harris County Hospital District
03 Harris County Hospital District
04 Harris County Dept. of Education
05 Harris County College District
06 City of Tomball
07 Emergency Services Dist #1 (E.S.D.)

Table with 2 columns: Description, Amount. Includes 2013 Value, 2013 Levy, 2013 Levy Balance, Prior Year Levy Balance, Total Levy Due, P&L + Attorney Fee, Total Amount Due.

Reference (CP) No:
Issued By: MIKE SULLIVAN
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

Mapquest Url: mapquest.com/v1.7.0

TAX CERTIFICATE

MIKE SULLIVAN
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON AVE., SUITE 100
HOUSTON, TEXAS 77001

Issued To:
PARQUINT 2020 LP
59 N ROYAL FERN DR
SPRING, TX 77380-3402

Legal Description:
LT 2
RESERVE AT TOMBALL

Parcel Address: 0 FM 2020
Legal Acres: 44.7678
Parcel Date: 05/05/2014
Parcel Date: 05/05/2014
Issue Date: 03/03/14
Operator ID: DPUNGLBY

Account Number: 132-333-000-0002
Certificate No: 13284319
Certificate Fee: \$10.00

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 24.01 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED UP TO AND INCLUDING THE YEAR END. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:
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59 N ROYAL FERN DR
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Table with 2 columns: Description, Amount. Includes 2013 Value, 2013 Levy, 2013 Levy Balance, Prior Year Levy Balance, Total Levy Due, P&L + Attorney Fee, Total Amount Due.

Reference (CP) No:
Issued By: MIKE SULLIVAN
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

Mapquest Url: mapquest.com/v1.7.0

OFFICE OF
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILE CODE: 00499
RESERVE AT TOMBALL PARTIAL
PLAT NO. 1
THIS IS PAGE 3 OF 3 PAGES
SCANNER CODE: 04400

TAX CERTIFICATE FOR ACCOUNT: 044050000000
AD NUMBER: 044050000194
DATE: 5/5/2014
PROPERTY DESCRIPTION: TR 12A ABST 823 J FRUIT
COLLECTING AGENCY: Brian Ludwig, PO Box 170, Tomball TX 77377-0276
PROPERTY OWNERS: 000000 E MAIN ST 4 ACRES
PARQUINT 2020 LP
59 N ROYAL FERN DR SPRING, TX 773803402

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN. IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS, THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVELS.

Table with 2 columns: CURRENT VALUES, AMOUNT DUE. Includes Landmark Value, Ad Land Value, Appraised Value, Exemptions/LawSuits, and a summary row for 2013 Tomball I.S.D. with a total amount due of \$0.00.

TOTAL CERTIFIED TAX DUE 5/5/14: \$ 0.00
ISSUED TO: PARQUINT 2020 LP
ACCOUNT NUMBER: 044050000194

CERTIFIED BY: [Signature] TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2014 tax year have not been calculated as of the above date.

TAX CERTIFICATE FOR ACCOUNT: 132033000002
AD NUMBER: 132033000002
DATE: 5/5/2014
PROPERTY DESCRIPTION: LT 2 RESERVE AT TOMBALL
COLLECTING AGENCY: Brian Ludwig, PO Box 170, Tomball TX 77377-0276
PROPERTY OWNERS: 000000 FM 2020 44.7678 ACRES
PARQUINT 2020 LP
59 N ROYAL FERN DR SPRING, TX 773803402

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN. IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS, THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVELS.

Table with 2 columns: CURRENT VALUES, AMOUNT DUE. Includes Landmark Value, Ad Land Value, Appraised Value, Exemptions/LawSuits, and a summary row for 2013 Tomball I.S.D. with a total amount due of \$0.00.

TOTAL CERTIFIED TAX DUE 5/5/14: \$ 0.00
ISSUED TO: PARQUINT 2020 LP
ACCOUNT NUMBER: 132033000002

CERTIFIED BY: [Signature] TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2014 tax year have not been calculated as of the above date.

SUBJECT TRACT DESCRIPTION (AS SURVEYED):

Being 56.051 acres (2,441,582 square feet) of land situated in the Jesse Pruett Survey, A-629 of Harris County, Texas being all of Lot 2 as shown on the plat of RESERVE AT TOMBALL PARTIAL REPLAT NO. 1, subdivision per plat recorded under Film Code Number (F.C.N.) 664062 of the Harris County Map Records (H.C.M.R.) and being all of Lot 1 and Lot 3 as shown on the plat of RESERVE AT TOMBALL, a subdivision per plat recorded under F.C.N. 640133 of the H.C.M.R., said 56.051 acre tract of land being more particularly described by metes and bounds as follows:

LOT ONE (1) DESCRIPTION:

Being all of Lot 1 as shown on the plat of RESERVE AT TOMBALL, a subdivision per plat recorded under Film Code Number (F.C.N.) 640133 of the Harris County Map Records.

LOTS TWO (2) AND THREE (3) DESCRIPTION:

Being a 48.449 acres (2,110,422 square feet) of land situated in the Jesse Pruett Survey, A-629 of Harris County, Texas being all of Lot 2 as shown on the plat of RESERVE AT TOMBALL PARTIAL REPLAT NO. 1, subdivision per plat recorded under Film Code Number (F.C.N.) 664062 of the Harris County Map Records (H.C.M.R.) and being all of Lot 3 as shown on the plat of RESERVE AT TOMBALL, a subdivision per plat recorded under F.C.N. 640133 of the H.C.M.R., said 48.449 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for the northwest intersection of FM 2920 and FM 2978, same being the southeast corner of Lot 1, Block 1 as shown on the plat of STRIPES - FM 2920, a subdivision per plat recorded under F.C.N. 640002 of the H.C.M.R., from which a concrete monument bears South 76°06'53" East, a distance of 0.51 feet;

THENCE South 86°41'59" West, along and with the north right-of-way line of FM 2920 (120 foot wide public right-of-way), passing at a distance of 202.77 feet a 5/8 inch iron rod found and continuing for a total distance of 338.03 feet to a 1/2 inch iron rod with cap found for the southerly southeast corner and POINT OF BEGINNING of the herein described tract, same being the southeast corner of said Lot 3 and the southwest corner of Restricted Reserve "A" as shown on the plat of TOMBALL EAST GATE CENTER, a subdivision per plat recorded under F.C.N. 542107 of the H.C.M.R.;

THENCE South 86°41'59" West, continuing along and with the north right-of-way line of said FM 2920, a distance of 1,293.94 feet to a 5/8 inch iron rod found for the southwest corner of the herein described tract, same being the southeast corner of a called 5.1420 acre tract of land as described in an instrument to Houston Lighting and Power Company, recorded under Clerk's File Number (C.F.N.) G908192 of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P. H.C.T.)

THENCE North 11°36'34" West, along and with the northeast line of said 5.1420 acre tract, passing at a distance of 605.33 feet a 5/8 inch iron rod and continuing for a total distance of 876.21 feet to a 5/8 inch iron rod with cap found for an exterior point for corner of the herein described tract, same being the southwest corner of Tract 12A as described in an instrument to Jolly Properties, Inc., recorded under C.F.N. RP-2020-605651 of the O.P.R.R.P. H.C.T.;

THENCE North 86°41'41" East, a distance of 1,056.57 feet to a 5/8 inch iron rod with cap found for an interior point for corner of the herein described tract, same being the southeast corner of Reserve "A" as shown on the plat of PECK STATION, a subdivision per plat recorded under F.C.N. 666109 of the H.C.M.R. and as described in an instrument to CHTA Development, Inc., recorded under C.F.N. RP-2021-407355 of the O.P.R.R.P. H.C.T. and being the beginning of a curve to the right;

THENCE along and with said curve to the right, having an arc distance of 654.38 feet, a radius of 3,434.21 feet, a central angle of 10°55'03", and whose long chord bears North 02°56'55" East, 653.39 feet to a 5/8 inch iron rod with cap found for a point for corner of the herein described tract and being a reverse curve to the left;

THENCE along and with said curve to the left, an arc distance of 33.14 feet, a radius of 539.35 feet, a central angle of $03^{\circ}31'12''$, and whose long chord bears North $06^{\circ}38'50''$ West, 33.13 feet to a 5/8 inch iron rod with cap stamped "Core 6657" set for the northwest corner of the herein described tract, lying in the east line of said Reserve "A" and the south right-of-way line of Huffsmith-Kohr Road (30 foot wide public right-of-way, ultimately a 60 foot wide public right-of-way);

THENCE North $87^{\circ}32'18''$ East, along and with the south right-of-way line of said Huffsmith-Kohr Road, a distance of 975.90 feet to a 5/8 inch iron rod with cap stamped "Core 6657" set for the northeast corner of the herein described tract, lying in the west right-of-way line of FM 2978 (120 foot wide public right-of-way);

THENCE South $09^{\circ}34'58''$ West, along and with the west right-of-way line of said FM 2978, a distance of 1,294.24 feet to a point for the easterly southeast corner of the herein described tract and the northeast corner of Lot 1, Block 1 of said STRIPES - FM 2920, from which a 5/8 inch iron rod found bears South $80^{\circ}01'02''$ East, a distance of 0.45 feet;

THENCE South $86^{\circ}40'43''$ West, a distance of 202.56 feet to an interior point for corner of the herein described, same being the northwest corner of Lot 1, Block 1 of said STRIPES - FM 2920, from which a mag nail found bears South $37^{\circ}44'10''$ West, a distance of 0.45 feet and from which a 5/8 inch iron rod with cap bears North $13^{\circ}46'46''$ West, a distance of 2.75 feet;

THENCE South $09^{\circ}35'15''$ West, a distance of 77.73 feet to a 5/8 inch iron rod with cap stamped "Core 6657" set for an exterior point for corner of the herein described tract, same being the northeast corner of said Restricted Reserve "A", lying in the west line of Lot 1, Block 1 of said STRIPES - FM 2920;

THENCE South $86^{\circ}40'43''$ West, a distance of 179.98 feet to a 5/8 inch iron rod found for an interior point for corner of the herein described tract, same being the northeast corner of said Lot 3;

THENCE South $03^{\circ}14'36''$ East, a distance of 197.39 feet to the POINT OF BEGINNING and containing a computed 48.449 acres (2,110,422 square feet) of land.

Exhibit “F”

Planned Development Regulations

TOMBALL BOARDWALK (FM2920 & FM2978 - PLANNED DEVELOPMENT - 2023)

Contents

- | | |
|----------------------------|---------------------------|
| a. General Provisions | h. Sidewalks and Trails |
| b. Land Uses | i. Signage |
| c. Permitted Uses | j. Minor Modifications |
| d. Development Guidelines | k. Architectural Criteria |
| e. Landscape Standards | l. Lighting |
| f. Parking Lot Landscaping | m. Amenities |
| g. Buffering / Fencing | n. Exhibits |

a. General Provisions

This application was prepared on behalf of Newman Commercial Real Estate pursuant to the city of Tomball’s ordinances and is intended to meet or exceed the standards of those ordinances. Tomball Boardwalk represents a commercial mixed-use community that aims to add value for all landowners, users, and tenants. Developments are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that there exists an overall set of policies and standards to provide a framework to help guide these changes. In an effort to protect and enhance property values by controlling the scale, design and compatibility of development, these Commercial Development Guidelines for new construction have been developed. The development of this site must be in strict compliance with all standards and exhibits referenced/attached hereto.

b. Land Uses

Tomball Boardwalk will be composed of multiple land uses that may include commercial, retail, office, recreational, multi family, etc. The final composition of the allowed land use shall be dictated by market conditions. The master plan (Site Exhibit F) for Tomball Boardwalk illustrates the mix of uses proposed and the potential for a variety of multi-family and commercial areas. The commercial and retail uses may incorporate several commercial reserves for larger retail and anchor stores and smaller pad sites for retail and restaurants.

If demanded by market conditions, the multi-family residential component acreage may increase or decrease within the overall PD in areas that provide adequate access (Limited to a 20% fluctuation in acreage from current designations per phase).

c. Permitted Uses

Any use permitted in the Multi-family Zoning (MF) City of Tomball Ordinances. Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

Any use permitted in the General Retail Zoning (GR) City of Tomball Ordinances. In addition, the following uses will be permitted as-of-right:

1. Eating establishment (with drive-in service)
2. Eating establishment (with drive-through service)
3. Quick-lube oil change
4. Automobile wash (self-service)

Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

d. Development Guidelines

Unless otherwise outlined in this document, the City of Tomball Ordinance shall govern regulations and requirements for this property. Any change to this document would necessitate a change to the Planned Development and would require either City Planner and / or Community Development Director approval for minor changes or Planning & Zoning commission / City Council approval for major changes.

Multi-family development

1. Lot standard

- a. Density (Units per acre), maximum: 26 Units per acre, 34 units per acre with the addition of carport or garage.
- b. Minimum lot area: 10 acres (Multi-family complex)
- c. Minimum lot width (ft): 120
- d. Minimum lot depth (ft): 200

2. Setbacks

- a. Minimum front yard setback (ft): 25 feet. 35 feet when adjacent to an arterial street.
- b. Minimum side street setback (ft): 15 feet. 25 feet when adjacent to an arterial street.
- c. Minimum side yard setback (ft): 5 feet. If adjacent to any of the following residential uses: single family, duplex, patio home, or single-family attached, then a minimum side yard shall be 100 feet between individual residential lot & multifamily structures. Where applicable, off-site & on-site existing pipeline & utility easements may apply toward buffer yards. Refer to exhibits A & B.
- d. Minimum rear yard setback (ft): 15 feet. If adjacent to any of the following residential uses: single family, duplex, patio home, or single-family attached, then a minimum rear yard shall be 100 feet between individual residential lot & multifamily structures. Where applicable, off-site & on-site existing pipeline & utility easements may apply toward buffer yards. Refer to exhibits A & B.
- e. Exceptions: Roof eaves and projected balconies may encroach any setback by a maximum of 5'.

3. Building Requirements

- a. Building height, maximum (ft): Four (4) stories or 60 feet.
- b. Building separation, minimum (ft): -One (1) story = 15 feet for building without openings. 20 feet with openings. See exhibit C below.
-Two (2) story = 20 feet for building without openings, 35 for building with openings.
-Three (3) and four (4) story = 35 feet for building with or without openings.
- c. Floor area per dwelling, minimum (ft): Efficiency unit: 500 sqft per unit
One-bedroom unit: 725 sqft per unit
Two or more bedroom: 800 sqft for the first two bedrooms, plus an additional 125 sqft for each additional bedroom
- d. Building lot coverage, maximum (ft): 50% maximum
- e. Impervious parking lot coverage: 50% maximum
- f. Total impervious improvements: 75% maximum (for independent lots/parcels/tracts) *

(Buildings, parking, sidewalks):

*On-site amenity pond, on-site recreation area, and remote detention pond areas are considered site-wide pervious cover, crediting all independent parcels proportionally.

Commercial development

1. Lot standard

- a. Minimum lot area (sq ft): 20,000
- b. Minimum lot width (ft): 100
- c. Minimum lot depth (ft): 200

2. Setbacks (When adjacent to an arterial public street)

- a. Minimum front yard setback: 25 feet. 35 feet when adjacent to an arterial street.
- b. Minimum side street setback: 15 feet, 25 feet when adjacent to an arterial street.
- c. Minimum side yard setback: 5 feet, 25 feet when adjacent to property zoned for single-family residential.
- d. Minimum rear yard setback: 15 feet

3. Building Requirements

- a. Building height: 70 feet
- b. Building floor area, maximum: 1:1 FAR
- c. Building lot coverage, maximum: 50%
- d. Impervious (surface lot) coverage, maximum: 85% (for independent lots/parcels/tracts) *
*On-site amenity pond, on-site recreation area, and remote detention pond areas are considered site-wide pervious cover, crediting all independent parcels proportionally.
- e. Outside storage lot coverage, maximum (sf): 5%

e. Landscaping Standards

- a. Green space / recreational areas: *Multi-family:* Area calculations inclusive of shared amenity pond & remote / dry detention. 50% of gross platted area shall be open green space and common recreational area.
Commercial: Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area. See exhibit F street scape sections.
- b. Landscape area minimum (sq ft): -Sites up to 20,000 sq ft = 5%.
-Sites of 20,000 sq ft to 200,000 = 7.5%.
-Sites over 200,000 sq ft = 10% of area not covered by building or structure.
- c. Street side landscape buffer: - 15-feet-wide along major throughfares (FM 2920 / E. Main. St & FM 2978 / Hufsmith Kohrville Rd)
- All boulevard entrances and other site entrances from FM 2920 & 2978 must be furnished with a minimum 5-foot-wide landscape strip and provide 1 large street tree every 30-linear foot of street frontage.
- d. Street trees, minimum: 1 large tree and 2 small trees for every 40-linear foot of street frontage

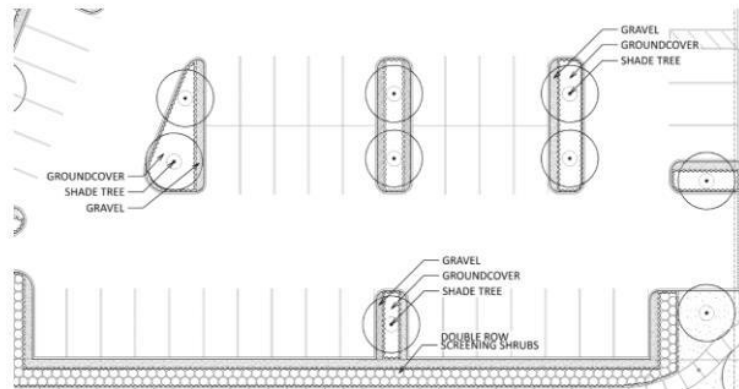
- e. Tree requirements, minimum (in addition to required street trees)
 - Sites less than 3,000 sqft = 3
 - Sites of 3,001 to 7,000 sqft = 4
 - Sites of 7,001 to 10,000 sqft = 5
 - Sites of 10,001 to 20,000 sqft = 6
 - Sites of 20,001 to 30,000 sqft = 7
 - Sites of 30,001 to 40,000 sqft = 8
 - Sites over 40,000 sqft = per 20,000 sqft = 3
- f. Parking lot trees, minimum:
 - 1 tree shall be planted in the parking area for every (10) parking spaces, for parking lots with more than 20 spaces. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where trees are located. See section F for more detail on parking lot landscape requirement.

f. Parking lot landscaping

Parking areas for pad sites must be connected to parking areas of adjacent parcels and structures with a connecting driveway. A continuous double hedge row of shrubs planted with triangular spacing along the parking lot boundary adjacent to a street (major throughfare, throughfare, boulevard entrance, etc.) is required. The shrubs shall be a minimum of five (5) gallon size of thirty-six (36") in height, planted thirty inches (30") on center and maintained at a uniform height of forty-two inches (42").

At areas where monument signage may be installed a temporary interruption in continuity (up to 20') may be warranted for signage visibility. One nine by nineteen-foot (9'x19') landscape island is required for every ten (10) parking spaces. Landscape Island may include a 6" perimeter concrete curb within the required 9'x19' area. Each island shall contain a minimum of one (1) three-inch (3") caliper canopy tree with the remaining planted area consisting of a low shrub or groundcover. An 18" strip of gravel contained by steel edging shall be located directly adjacent to any length of parking stall. No sod or hydromulch shall be permitted within the island extents. Each island corner shall consist of a three-foot (3') radius along the driving isle. Each bay of parking must be separated from the end drive aisles by a landscape island consisting of the required parking lot island landscaping. A typical parking lot planting scenario can be found below:

Parking lot landscape exhibit



g. Buffering / Fencing

An opaque screening wall not less than 7 feet nor more than 8 feet, shall be erected on the property line separating zoning district in the following cases:

1. When non-residential or multi-family use sides / backs up to a single-family, two-family, or residential PD district.
2. When commercial use is on a tract less than 15 acres and sides / back up to a multi-family district. Unless in special areas where visibility is encouraged.
3. When commercial or multi-family use is adjacent to a residential area, a 15-foot landscape buffer is required to be installed incorporating walking trails and site trees at a rate of 1 three-inch (3") tree per 40' of property boundary. Tree species will vary, including Oak, Pine, and low shrubs to gain vertical screening as illustrated in exhibit A and exhibit B.

Fencing material may be treated wood, masonry, reinforced concrete, or similar suitable materials without openings, unless in special areas where visibility is encouraged.

All refuse containers must be screened on three sides by a minimum 6-foot solid masonry wall and include an opaque metal gate.

h. Sidewalks and Trails

Sidewalks:

1. Minimum 5-foot-wide sidewalks shall be provided along either or both sides of local residential and collector streets. As illustrated in exhibit F – Streetscape.
2. Minimum 6-foot-wide multi-use paths/trails shall be included within the boundaries of this planned development, providing ample connectivity between residential, commercial and future land uses. As identified in exhibit G – Amenity Pond.
3. All sidewalks shall be paved with concrete for primary connections.

Connectivity:

1. All commercial and multi-family components must be interconnected with the overall site.
2. All building entries to be accessible via pedestrian pathways via public roads (FM 2920 / E. Main. St & FM 2978 / Hufsmith Kohrville Rd) or as required by the City of Tomball Ordinances.
3. Crosswalk will be strategically placed based on a final pedestrian sidewalk / trail plan.

Materials

1. Concrete or pavers recommended as primary sidewalk materials.
2. Special areas such as the amenity pond against the commercial retail, alternative materials allowed such as gravel, crushed granite, fiber cement decking to create a cohesive composition for a recreational area. As illustrated exhibit G – Amenity Pond.

i. Signage

Retail center developers shall be required to submit a comprehensive signage plan including all sign types for the center and pad sites. Every pad site is limited to one (1) single tenant or dual tenant monument sign, or one (1) monument sign every 150 linear feet. See exhibit D for a comprehensive signage site plan for proposed and monument signage designs. Front pads bordering access drives with access to rear tracts will be required to allocate a signage easement area against the access drive and the front property line for the rear users' signage see exhibit D for proposed location. No signage approval shall proceed without a comprehensive signage plan. All signage design must conform with the City of Tomball Ordinance. Where guidelines below conflict with City of Tomball regulations, the city code will govern.

All sign designs are subject to review and approval by the Developer. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated and installed in compliance with all applicable codes, ordinances, and local official approval.

Monument signs are to be located behind the street side landscape buffer (ten feet off the property line) and shall be authorized within City of Tomball public utility easements (encroachment agreement is likely necessary). Utility line location to be confirmed and maintained unobstructed. Refer to exhibit D and E for signage location and type.

In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, view, or constitute a threat to road traffic. Specifically prohibited signs include rotating, trailer, animated, oscillating, iridescent or dayglo painted signs, signs which make noise, incandescent or fluorescent illuminated signs, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface. Other prohibited signs include changeable message. Banners, flags, and single-pole signages are prohibited. Pylon signs, where approved per exhibit D, must have 2 poles and be clad to be architecturally cohesive w/ the development architecture. Balloons, streamers, pennants, bunting, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures or items deemed to be inconsistent with the intent of these Guidelines are prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to Developer approval.

Building mounted signs:

Tenants shall have signs designed as an integral element of the storefront design, with letter form size and location appropriately scaled and proportioned to the overall storefront design. All Tenant sign designs submitted to be subject to approval.

One building identifier will be permitted for each Tenant having an exterior public entrance. The maximum span of the Tenant's sign shall not exceed 75% of the store frontage width. Tenants with 5,000 square feet or less may have building signage not to exceed a maximum of 36" in height and tenants in a lease space greater than 5,000 feet may have signage up to 48" tall. For spaces larger than 10,000 square feet, the signs must be an integral part of the store front design, with letter size and location appropriately scaled and proportioned to the overall store front design. The information on the sign will consist of the name of the Tenant in a typeface of their choice. The use of pictorial logos or symbols may be considered for nationally recognized tenant's trademarked logos. The message will typically appear as one horizontal line of copy. Two lines are allowed if the tenant's name will not fit on one line.

j. Minor Modifications

The following minor modifications of the PD are allowed provided that such modifications shall be reviewed for compliance with the applicable City of Tomball Ordinances, and this approved by the City Planner or Community Development Director.

1. Modifications to internal street patterns are allowed.
2. Modifications to the location of land use provide that such relocations meet the minimum area and land use regulations set forth within this document.
3. Modifications to lot sizes / property line locations are allowed provided that such lots shall meet the minimum area regulations set forth in this document.
4. Modifications to the total acreage provided for each land use set for in the site exhibit area allowed. If needed signage location can be revised following the standard from this document.
5. Boardwalk/Restaurant Patio area site plan design shows a general intent to enhance the pedestrian & restaurant customer experience with programmed amenities to further engage the edge condition of the amenity pond with place-making, interactive/engaging amenity elements. Within that broad goal, the specific concept design may evolve & change from what is currently included in this document with something greater or equal in quality.

k. Architectural Criteria

These recommendations and standards are meant to foster a sense of design continuity that creates a sense of place in the master planned mixed-use land development. The following Architectural Criteria is intended to make the building designer aware of the architectural context, not to inhibit or limit unique design.

1. Building façade criteria and features:
 - a. Building facades shall include offsets, changes in building materials, colors, textures, and architectural detailing that creates shade and cast shadows.
 - b. facades greater than 100 feet in length shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade. No uninterrupted length of a façade shall exceed 100 feet. This Regulation applies to all building facades within the PD except for the building rear façade.
 - c. Canopies, arcades, or recessed entries shall be provided at pedestrian entrances to the building. Canopies and arcades shall be structural extensions of the building and cover a ground area of at least 20 feet. A recessed entry shall be at least 40 square feet in size.
 - d. The front façade of the multi-tenant retail building facing FM2920 and facing FM2978 shall be at least 60% transparent by means of storefronts, entrances, and display windows.
 - e. Facades of all buildings within the PD shall be of similar architectural design, colors, and materials.
 - f. The developer or city planner may approve alternative canopy or façade treatments not specified herein if equal or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
 - g. Columns should be simple in form and are encouraged to appear as raw materials such as steel & concrete. No ornate trim or capitals around columns.
 - h. All rooftop equipment shall be screened so as not to be visible from the finished elevation of the parking area and common amenity space.

2. Building façade finishes and materials:
 - a. Usage of raw materials & finishes are encouraged (exposed steel (painted), architectural steel, metal cladding, aluminum, composite aluminum panels, corten steel, decorative CMU (Concrete Masonry Unit) blocks, brick masonry, concrete (raw, board-formed, or form-liner concrete) wood, fiber cement).
 - b. A consistent palette of materials appropriate to the regional context should be employed for exterior materials. A range of natural earth tones is recommended.
 - c. Accent colors and/or painted graphics/art may be permitted when deemed to add value to overall project and community aesthetic.
 - d. Prior to plan submittal, ALL building elevation/material plans will be subject to final review/approval by the developer and/or representative authorized to act on behalf of the developer in accordance with applicable restrictions.

The photos provided below are examples for massing, scale, proportion, and building materials to aid in understanding the intended community style. The following photos reflect the broad architectural style meant to be expressed and not one single image captures the exact look.

The multifamily architectural design style must be compatible with the design intent for the overall project. Multifamily developer will present building designs to the City Council at a future date.

Restaurant/Boardwalk - style inspiration



Multi-family – style inspiration



Multi-tenant retail & Pad retail – style inspiration



I. Lighting

This planned development provides recommendations for a coordinated family of site lighting and materials for use in Tomball Boardwalk. Parking lot lighting must be designed in an attempt to maximize pedestrian and vehicular safety and in accordance with Illuminating Engineering Society of North America (IESNA) recommended standards. Additionally, parking lighting should be shielded with sharp cut-off in order to promote “dark sky” concepts and limit intrusion into adjacent properties and on a house meter. Photometric calculations and drawing documentation are required for each project assuring minimal light trespass into or onto adjacent properties and the sky-dome. All light fixtures must LED or low-energy / high efficiency and to be submitted with cut sheets for developer approval.

Parking Lot Lights:

Color – Black or dark bronze, complimenting metal trims selections in development.

Pole Height – ±25'

Base – ±3' tall concrete base

Additional lighting specifications must be provided per photometric study and site-specific design needs.

m. Amenities

The following amenities are required within the common amenity pond area:

1. Detention pond / amenity pond. The development will be anchored by the enhanced detention amenity pond with up to three (3) water fountains, observation decks and at least one (1) wood or similar material pedestrian bridge.
2. Pedestrian pathway constructed of concrete or pavers (minimum of 5 feet in width) connecting the different tracts to the amenity pond area.
3. Shade structures (minimum 2), along pedestrian pathways.

4. Designated public plaza courtyard covered, with architectural concrete or pavers. Surrounding restaurant patio areas and boardwalk frontage.
5. Furniture, such as benches and / or low masonry seating walls.
6. Open lawn / picnic area.
7. Kids playground area / playscape.

n. Exhibits

Exhibit A / Section A illustrates the northwest boundary parallel to FM2920 abutting the single-family project accounting all the easements, building lines and boundaries location to show a worst-case scenario of the building's proximity.

A 35' building line will be enough to accommodate 115' between the structures. See exhibit C for master site plan layout.

Exhibit A – Building separation (Section A – See exhibit C)

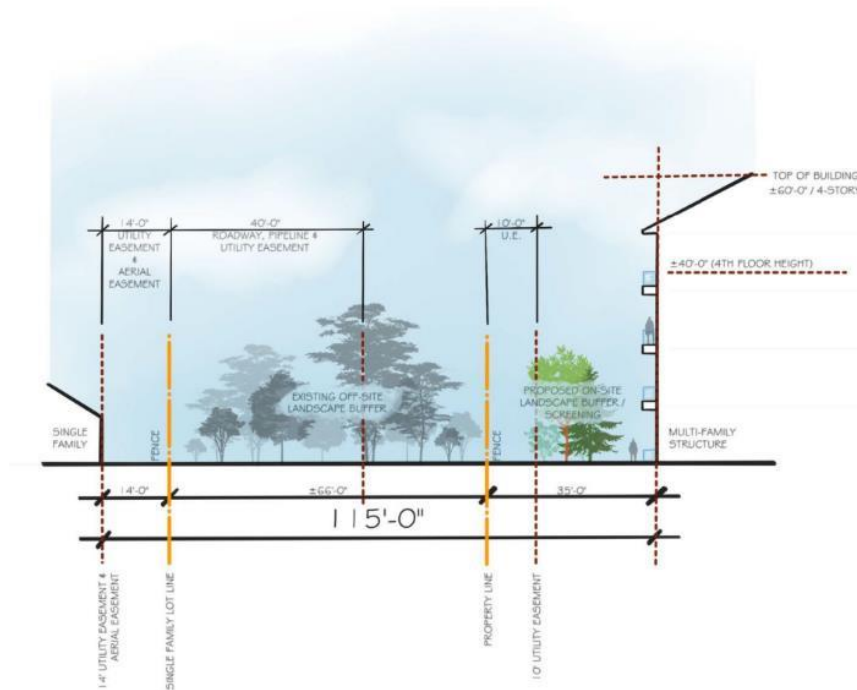


Exhibit B / Section B illustrates the northwest boundary parallel to FM2978 abutting the single-family project accounting all the easements, landscape setbacks, parking layout and boundary location to show a worst-case scenario of the building's proximities.

This section displays the worst-case scenario where the property pinches showing a 114'-6" separation going up to ±200' in building's separation.

Exhibit B – Building separation (Section B – See exhibit C)

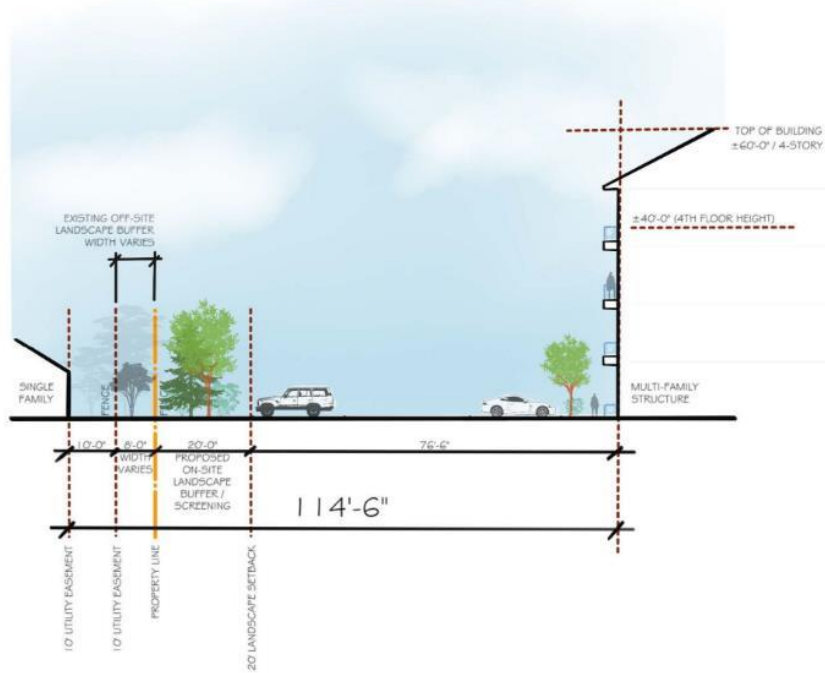


Exhibit C – Proposed Uses
 Zoning diagram illustrate the uses for project and building locations.



Exhibit D – Signage Location

Overall master site exhibit proximate location and type for monument signage.

See exhibit C for monument signage type, shape, colors and materials

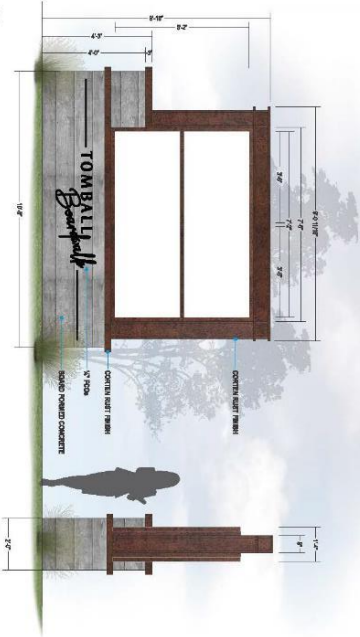


Exhibit E – Signage Type

The purpose of this section is to create a graphic environment that is individual and distinctive in identity for tenants and that is also compatible with other signs within the development. The concept should give an impression of quality, professionalism, and instill a good business image. Lettering shall be well proportioned and its design, spacing, and legibility shall be major criteria for approval.



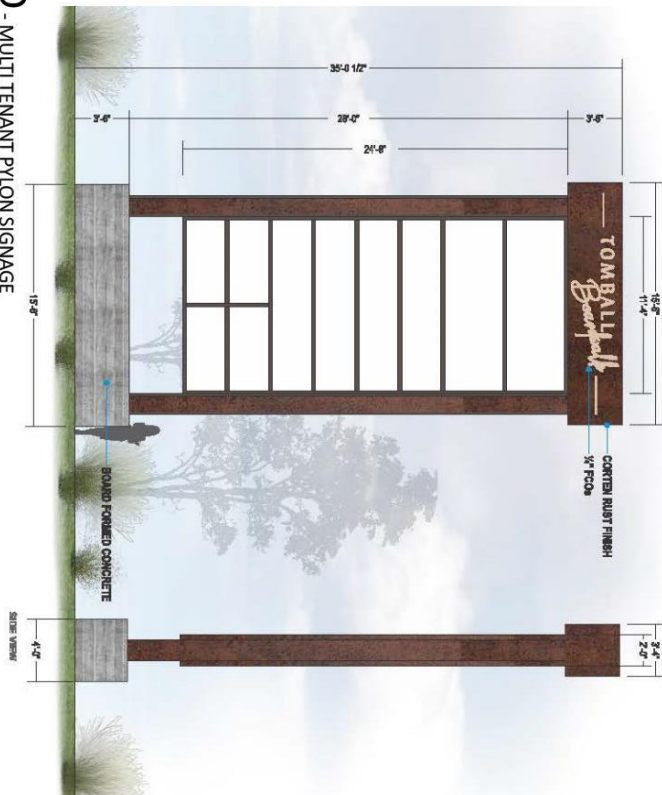
A - SINGLE TENANT MONUMENT SIGNAGE



B - DUAL TENANT MONUMENT SIGNAGE



C - MULTI TENANT MONUMENT SIGNAGE



D - MULTI TENANT PYLON SIGNAGE

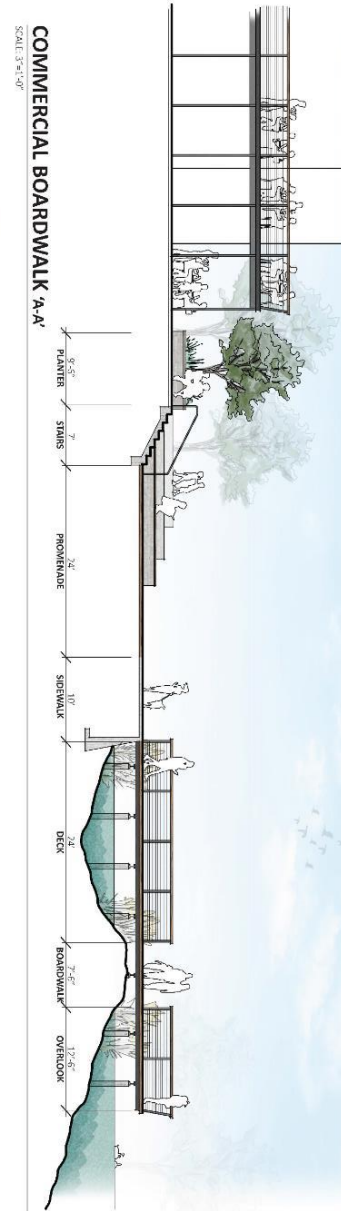
Exhibit F – Master Site Plan



Exhibit G – Amenity Pond



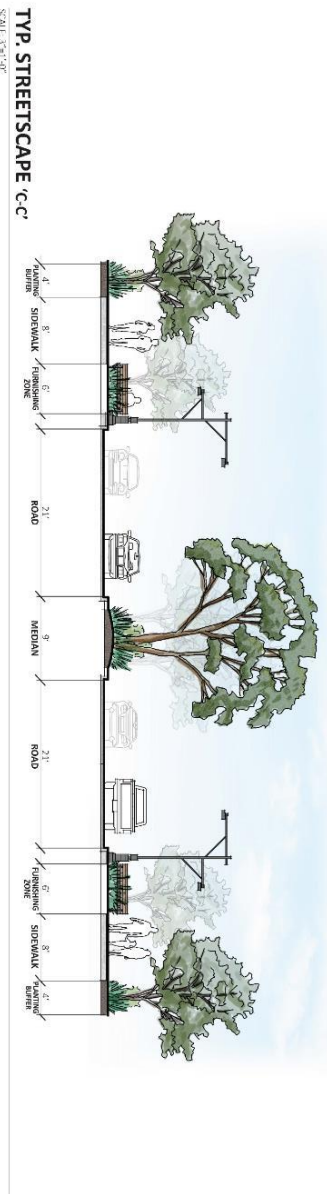
Exhibit H – Sections



COMMERCIAL BOARDWALK 'A-A'
SCALE: 3/4"=1'-0"



BOARDWALK TRAIL 'B-B'
SCALE: 3/4"=1'-0"



TYP. STREETSCAPE 'C-C'
SCALE: 3/4"=1'-0"

City Council Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Consideration to Approve **Zoning Case Z23-11**: Request by ISIDROWS, LLC on behalf of Wendy Lynn Dixon to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-11**

Adopt, on First Reading, Ordinance No. 2023-23, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

Background:

The subject property encompasses two single family residences. The applicant's request is to rezone the subject property to Light Industrial (LI) to allow office/warehouse uses.

Origination:

Recommendation:

City staff recommends Approval of Zoning Case Z23-11. Planning and Zoning Commission recommends Approval (4 Votes Aye, 1 Vote Nay).

Party(ies) responsible for placing this item on agenda: Craig Meyers (Community Development Director)

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 10.00 ACRES OF LAND BEING LOTS 372 & 373 OF TOMBALL OUTLOTS FROM SINGLE-FAMILY 20 ESTATE (SF-20-E) TO LIGHT INDUSTRIAL (LI) ZONING. THE PROPERTY IS GENERALLY LOCATED WITHIN THE 1500 BLOCK (EAST SIDE) OF S. PERSIMMON STREET; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Wendy Dixon, represented by ISIDROWS LLC, has requested approximately 10.00 acres of land being Lots 372 & 373 of Tomball Outlots, be rezoned from Single Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

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

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

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

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

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

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

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

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

FIRST READING:

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

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

BEING 10 acres of land, more or less, consisting of all of Tract 372 and 373, of the Tomball Townsite Five-Acre Outlots, according to the map or plat thereof, recorded in Vol. 2, Page 65, Map Records, Harris County, Texas, reference to same being more particularly made for all purposes, said 10 acres, more or less, being more particularly described by metes and bounds as follows:

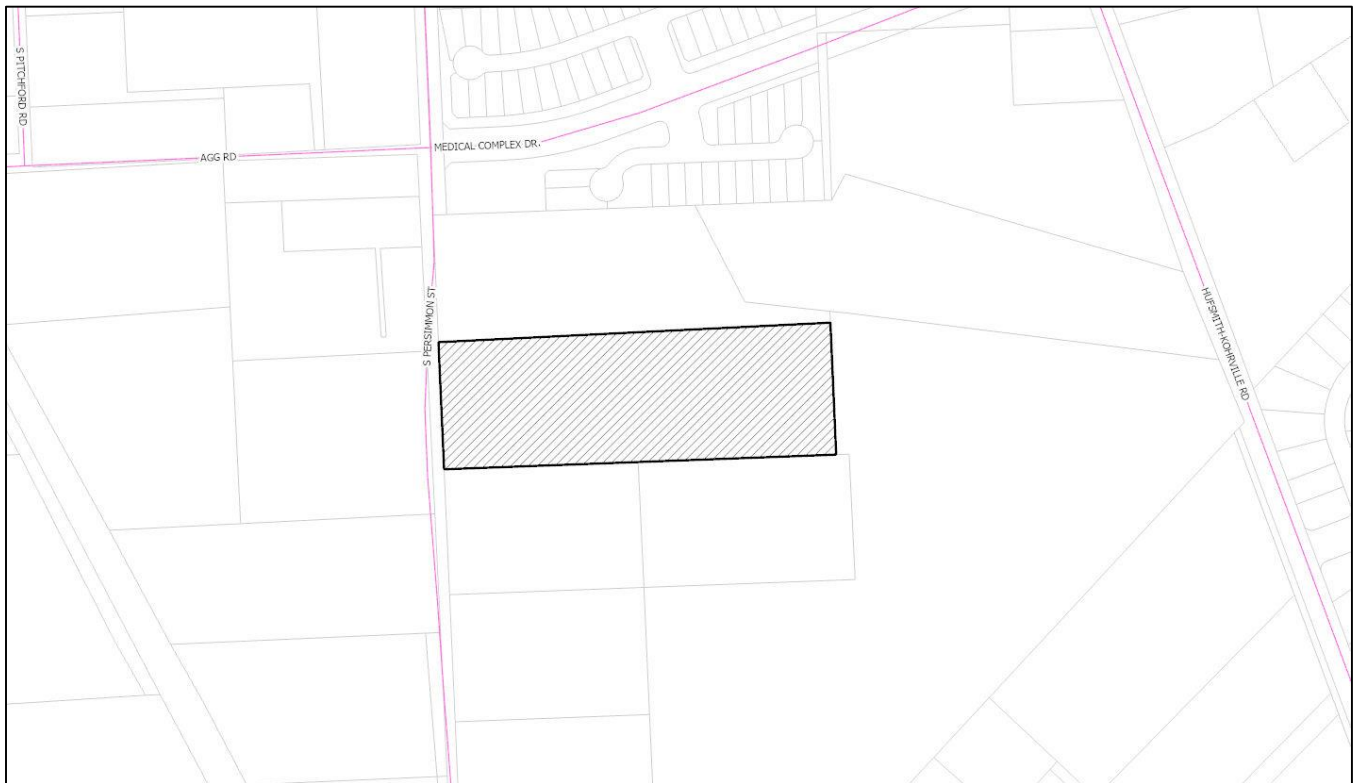
BEGINNING at an iron pipe found marking the Southeast corner of said Outlot 373, in the West right-of-way line of 30 foot wide dedicated roadway, as per map recorded in Vol. 2, Page 65, Harris County Map Records;

THENCE S 89° 43' W, along the south line of Outlot 373 and then the South line of Outlot 372, a distance of 1172.10 feet to an iron rod found marking the Southwest corner of said Outlot 372, on the center line of 60 foot-wide public roadway;

THENCE N 0° 02' E, along said center line, a distance of 377.60 feet to an iron rod found marking the Northwest corner of said Outlot 372;

THENCE N 89° 43' E, along North line of Outlot 372 and then the North line of Outlot 373, a distance of 1172.10 feet, to an iron rod found marking the Northeast corner of said Outlot 373, on the West line of said 30 foot public roadway;

THENCE S 0° 02' W, along said line, a distance of 377.60 feet to the **PLACE OF BEGINNING**, containing 10 acres of land, more or less.



Location: 1500 block (east side) of S. Persimmon Street. Lots 372 & 373 of Tomball Outlots, City of Tomball, Harris County, Texas

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 14, 2023
&
CITY COUNCIL
AUGUST 21, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 14, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 21, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z23-10: Request by Nathan T. Newman on behalf of NTN Tomball Corner, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 56.1 acres of land legally described as Lot 1 & Lot 3 of Reserve at Tomball, and Lot 2 of Reserve at Tomball Partial Replat No. 1 from Single-Family 9 (SF-9) and Commercial (C) to Planned Development (PD) zoning. The property is generally located at the northwest corner of FM 2978 and FM 2920, within the City of Tomball, Harris County, Texas.

Zoning Case Z23-11: Request by ISIDROWS, LLC on behalf of Wendy Lynn Dixon to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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 11th day of August 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith
Jared Smith
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-11

7/24/2023

The Planning & Zoning Commission will hold a public hearing on **August 14, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by ISIDROWS, LLC on behalf of Wendy Lynn Dixon to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10 acres of land legally described as being part of Lots 372 & 373 of Tomball Outlots from Single-Family 20 Estate (SF-20-E) to Light Industrial (LI) zoning. The property is generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **August 21, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtx.gov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

Name:
Parcel I.D.:
Address:

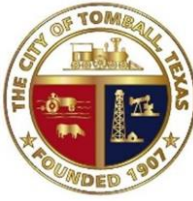
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: _____



City of Tomball
Community Development Department

Z23-11



Notification Map



for the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

Name: MICHEL MELVIN E & TRACY A
Parcel I.D.: 0352920000374
Address: 21725 HUFSMITH KOHRVILLE RD

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

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: _____



501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.


CASE #: Z23-11

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


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

Name: WILKERSON MELODY
Parcel I.D.: 0352920000521
Address: 21803 HUFSMITH KOHRVILLE RD

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments: 

I am opposed

Signature: 

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

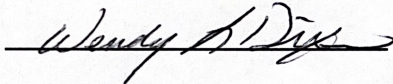
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name: EAGLEMAN ARTHUR T & KATIE
Parcel I.D.: 0352920000528
Address: 1523 S PERSIMMON ST

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: 

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000530
Address: 21725 HUFSMITH KOHRVILLE RD

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

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: 

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION

Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

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

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000531
Address: 21725 HUFSMITH KOHRVILLE RD

Email: jasmith@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____



501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

Name: CASE JAMES & PATRICIA
Parcel I.D.: 1212190000001
Address: 1514 S PERSIMMON ST

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

Email: jasmith@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature:

Patricia Case

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

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

Name: CASE JAMES & PATRICIA
Parcel I.D.: 0352880000289
Address: 1514 S PERSIMMON ST

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: _____

James Case

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.


CASE #: Z23-11

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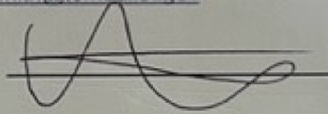
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name: WILMOTH JAMES ESTATE OF
Parcel I.D.: 0352920000134
Address: 21801 HUFSMITH KOHRVILLE RD

Email: jasmith@tomballtx.gov

I am in favor
Additional Comments: 

I am opposed

Signature: 

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-11

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

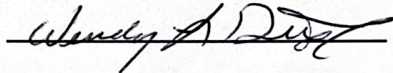
Name: DIXON WENDY LYNN
Parcel I.D.: 0352920000372
Address: 1523 S PERSIMMON ST

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

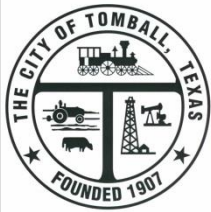
Email: jasmith@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: 

501 James Street • TOMBALL, TEXAS 77375



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: August 14, 2023
City Council Public Hearing Date: August 21, 2023

Rezoning Case: Z23-11

Property Owner(s): Wendy Lynn Dixon

Applicant(s): ISIDROWS, LLC

Legal Description: Lots 372 & 373 of Tomball Outlots

Location: Generally located within the 1500 block (east side) of S. Persimmon Street, within the City of Tomball, Harris County, Texas. (Exhibit “A”)

Area: 10 acres (approximately)

Comp Plan Designation: Business Park and Industrial (Exhibit “B”)

Present Zoning: Single Family Residential Estate – 20 (SF-20-E) (Exhibit “C”)

Request: Rezone from Single Family Residential Estate – 20 (SF-20-E) to Light Industrial (LI)

Adjacent Zoning & Land Uses:

North: Single Family Residential Estate – 20 (SF-20-E)/Single Family Residence with Agricultural Exemption

South: Single Family Residential Estate – 20 (SF-20-E)/Single Family Residence with Agricultural Exemption

West: S. Persimmon Street, Single Family Residential Estate – 20 (SF-20-E)/ Vacant Land with Agricultural Exemption

East: Single Family Residential Estate – 20 (SF-20-E)/Single Family Residence with Agricultural Exemption

BACKGROUND

The subject property encompasses two single family residences. The applicant’s request is to rezone the subject property to Light Industrial (LI) to allow office/warehouse uses.

ANALYSIS

Description: The subject property comprises about 10 acres, generally located within the 1500 block (east side) of S. Persimmon Street. Currently the subject property is zoned SF-20-E and has been within this zoning classification since the City of Tomball adopted zoning in 2008. Parcels on the north, south, and east of the subject property are zoned SF-20-E and contain single family residences (homestead). The property west of S. Persimmon Street is zoned SF-20-E and is vacant.

Comprehensive Plan Recommendation:

The subject property is designated as Business Park and Industrial by the Comprehensive Plan's Future Land Use Map (FLUM). This category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight. Recommended land uses include office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Recommended secondary uses are utility services, government facilities, and transportation/freight uses. Recommended zoning categories are Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

The proposed zoning category of LI is in conformance with the Comprehensive Plan recommendation.

Staff Review Comments:

The request to rezone the subject property to Light Industrial is in direct alignment with the goals and objectives of the Comprehensive Plan and specifically the Future Land Use Plan map's objective of establishing the "Business Park & Industrial" land use category for this area. Given the proximity of the subject property to the existing Tomball Business and Technology Park to the south, rezoning to Light Industrial will also promote the Comprehensive Plans goal of encouraging the continued growth and development of business parks and corporate campuses in Tomball. Finally, the subject property is located along a minor arterial street (S. Persimmon St.) and is near the intersection of this minor arterial and an existing major arterial street (Medical Complex Drive). Major thoroughfares such as these are routinely considered appropriate to carry large volumes of traffic. These thoroughfares are also designed to accommodate the large vehicles and freight traffic that the planned warehouse use may generate.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on July 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-11.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan

- C. Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"
Aerial Location Map

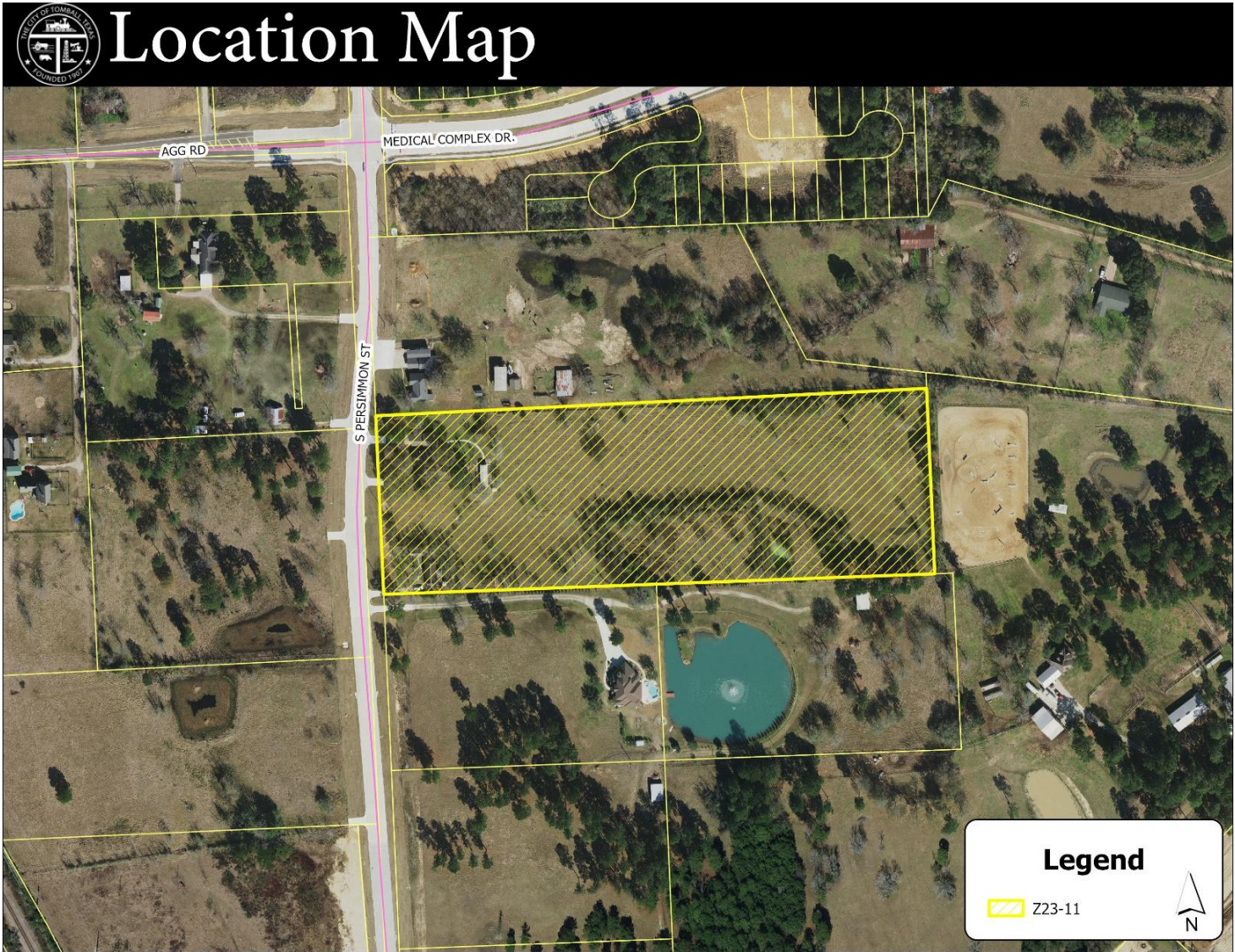
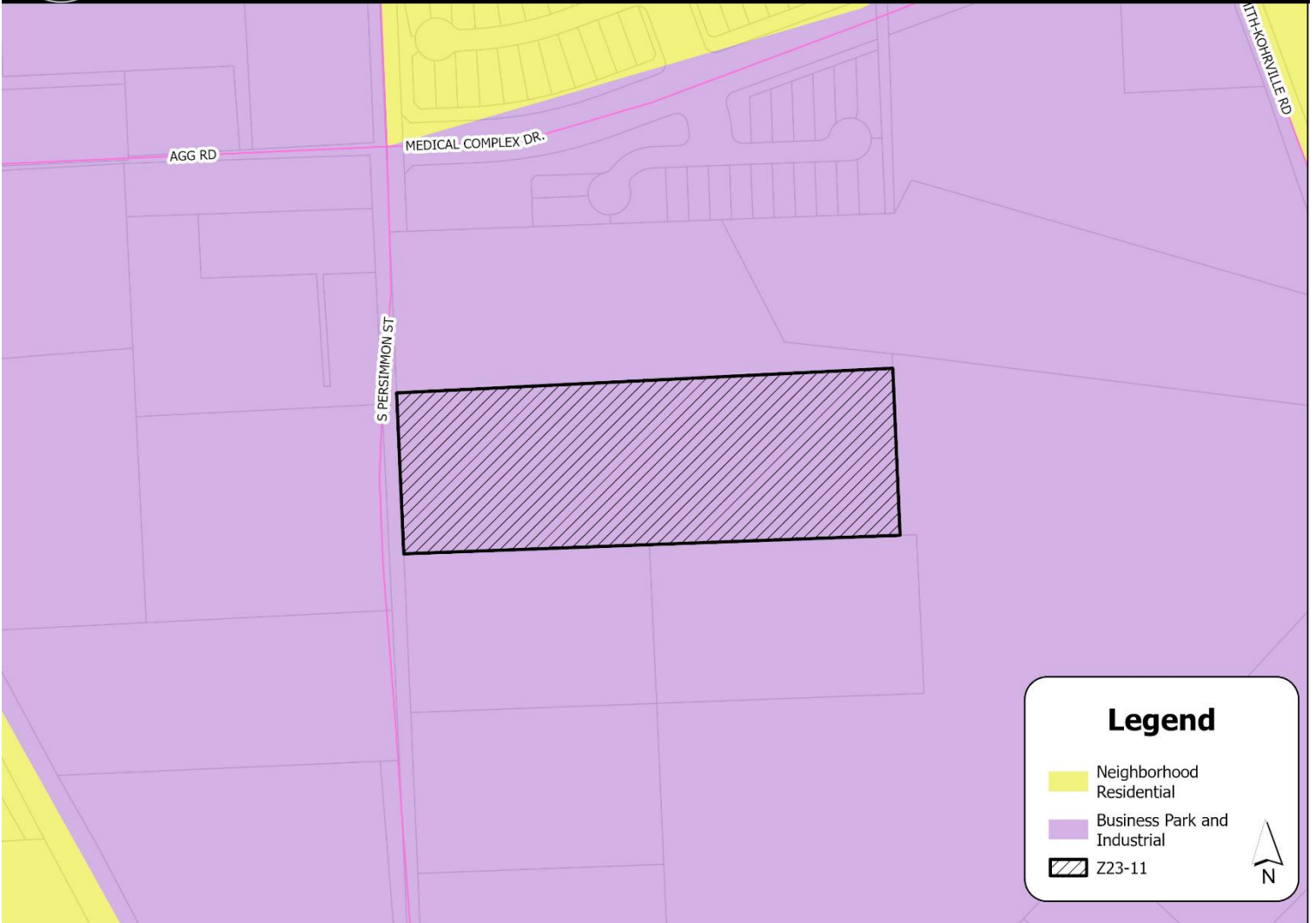


Exhibit "B"
Future Land Use Plan



Future Land Use Map



Legend

- Neighborhood Residential
- Business Park and Industrial
- Z23-11

A north arrow pointing upwards with the letter "N" below it.

Exhibit "C"
Zoning Map

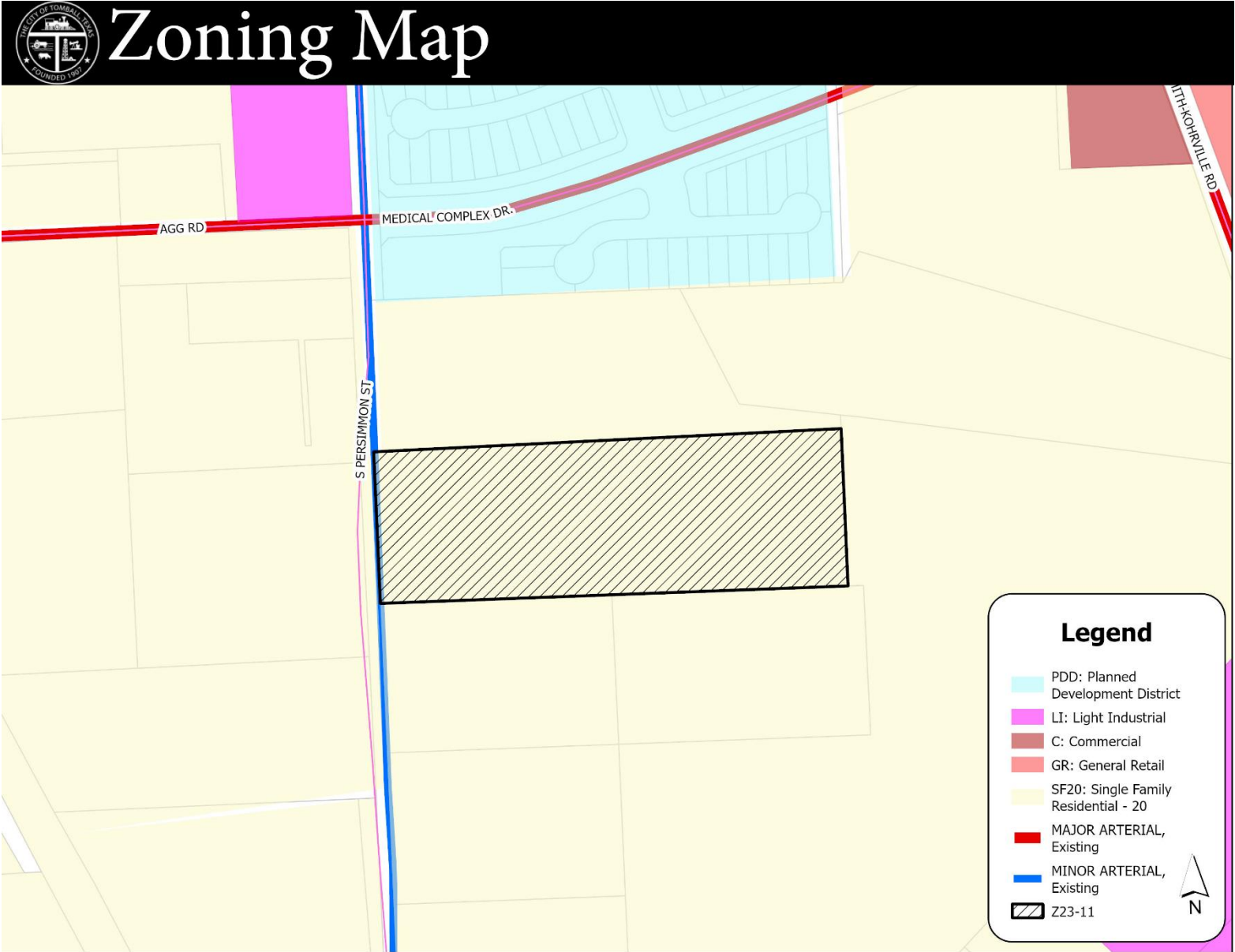


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (West)



Neighbor (East)



Neighbor (North)



Neighbor (South)



Exhibit "E"
Rezoning Application

Revised: 10/1/2022



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/secure/send
USERNAME: tombalcedd
PASSWORD: Tomball

Applicant

Name: ISIDROWS LLC Title: _____
Mailing Address: 1808 SNAKE RIVER ROAD STE. A KATY State: TX
Zip: 77449 Contact: MARGOS PATRONELLI
Phone: (346) 507-9154 Email: isidrowsllc@gmail.com

Owner

Name: WENDY LYNN DIXON Title: _____
Mailing Address: 1523 S PERSIMMON ST City: TOMBALL State: TX
Zip: 77375 Contact: WENDY LYNN DIXON
Phone: (417) 274-4622 Email: wldixon@richardsschool.k12.mo.us

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: OFFICE WAREHOUSE

Physical Location of Property: 1523 S PERSIMMON ST, TOMBALL TX
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: PT LTS 372 & 373 (HOMESITE) TOMBALL OUT LOTS
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

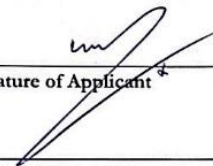
Current Zoning District: RESIDENTIAL USE

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Current Use of Property: RESIDENTIAL
Proposed Zoning District: LIGHT INDUSTRIAL
Proposed Use of Property: OFFICE WAREHOUSE
HCAD Identification Number: 035-292-000-0372 Acreage: 10 ACRES

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

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

X  _____ Date 06-28-2023
Signature of Applicant
X _____ Date
Signature of Owner

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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

3
Deed
w

TRANSFER ON DEATH DEED

Date: _____

PROPERTY OWNER MAKING DEED: ARTHUR THOMAS EAGLEMAN

MAILING ADDRESS OF PROPERTY OWNER: 1523 S. PERSIMMON ST.
Tomball TX 77375

Legal Description of Property: SEE ATTACHMENT "A"

Primary Beneficiary THOMAS EDWARD EAGLEMAN
Is Surviving Spouse son: I am not married or I am married to NA
and I want all of my interest in this property to become their/her/his property upon my death.

Primary Beneficiary's Mailing Address: 2815 HARD ROCK CIRCLE
BRYAN, TX 77807

Alternate Beneficiaries: If the primary beneficiary dies before me, I want following named person(s) to own my property upon my death:
These persons are my children: my daughter

WENDY LYNN DIXON, in equal shares, etc 1cc
share and share alike. etc

Alternate Beneficiary's Mailing Address: 5041 ST. RT. CC
WEST PLAINS, MO 65775

TRANSFER ON DEATH: At my death, I convey and give to the primary beneficiary, Thomas Edward Eagleman all of my interest in the property described above, to have and hold forever.
If my primary beneficiary dies before I do, then I Grant, Give and Convey to the listed and named alternate beneficiaries, all my interest in the property to Have and Hold forever, in equal shares, share and share alike.

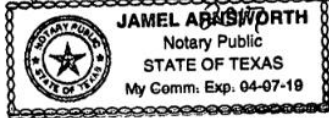
Signature of Property Owner: Arthur Thomas Eagleman 10R
ARTHUR THOMAS EAGLEMAN

RP-2017-407706

Sept. 14, 2017
Date

THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 14th day of September, 2016, by Arthur Thomas Eggleman.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

ARTHUR THOMAS EGGLEMAN ✓
1523 S. PERSIMMON ST.
TOMBALL, TX 77375

RP-2017-407706

UNOFFICIAL COPY

2 of 3

ATTACHMENT "A"

the following described property located in the County of Harris, State OF TEXAS.

Ten (10) acres of land, more or less, consisting of all of Tract 372 and 373, of the Tomball Townsite Five-Acre Outlots, according to the map or plat thereof, recorded in Vol. 2, Page 65, Map Records, Harris County, Texas, reference to same being more particularly made for all purposes, said 10 acres, more or less, being more particularly described by metes and bounds as follows, to-wit:

D

COMMENCING at an iron pipe found marking the Southeast corner of said Outlot 373, in the West right-of-way line of 30 foot wide dedicated roadway, as per map recorded in Vol. 2, Page 65, Harris County Map Records;

THENCE South 89 deg. 43 min. West, along the south line of Outlot 373 and then the South line of Outlot 372, a distance of 1172.10 feet to an iron rod found marking the Southwest corner of said Outlot 372, on the center line of 60 foot wide public roadway;

THENCE North 0 deg. 02 min. East, along said center line, a distance of 377.60 feet to an iron rod found marking the Northwest corner of said Outlot 372;

THENCE North 89 deg. 43 min. East, along the North line of Outlot 372, and then the North line of Outlot 373, a distance of 1172.10 feet, to an iron rod found marking the Northeast corner of said Outlot 373, on the West line of said 30 foot public roadway;

THENCE South 0 deg. 02 min. West, along said line, a distance of 377.60 feet to the PLACE OF BEGINNING, containing 10 acres of land, more or less.

RP-2017-407706

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

3 of 3

FILED FOR RECORD

10:56:05 AM

Friday, September 15, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

RP-2017-407706

UNOFFICIAL COPY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Friday, September 15, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

City Council Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Adopt, on First Reading, Ordinance No. 2023-28, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 4, Alcoholic Beverages, by adding a new Section 4-3, Variance procedures; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Background:

A request was made to add a variance provision for Chapter 4, Alcoholic Beverages. Ordinance 2023-28 amends Chapter 4 by adding a new Section, Section 4-3 Variance Procedures.

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers (Director of Community Development)

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2023-28

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, BY ADDING A NEW SECTION 4-3, VARIANCE PROCEDURES; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to allow variance procedures to the City’s alcoholic beverage regulations as set forth herein; now therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances is amended by adding a new Section 4-3, Variance Procedures, to Chapter 4, Alcoholic Beverages, to read as follows:

“Section 4-3. Variance procedures.

The City Council may allow variances to the provisions of this Chapter if the City Council determines that enforcement is not in the best interest of the public, constitutes waste or inefficient use of the land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety and welfare of the public and the equities of the situation, determines is in the best interest of the community.”

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall

constitute a separate offense.

Section 4. 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 5. 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 21st DAY OF AUGUST 2023.

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF SEPTEMBER 2023.

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

COUNCILMAN PARR

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve Resolution No. 2023-29, a Resolution of the City of Tomball, Texas, amending sections of the Master Fee Schedule for Fiscal Year 2022-2023.

Background:

Resolution No. 2023-29 amends the FY 2022-2033 Master Fee Schedule as follows:

Development Permits, Inspections & Fees

This section of the FY 2022-2023 Master Fee Schedule in accordance with the requirements of HB 3492. HB 3492, passed during the 88th Legislative Session and made effective September 1, 2023, disallows the use of value-based fees for any application, review, engineering, inspection, acceptance, administrative or other fee imposed by a municipality related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement associated with the or required in conjunction with the that construction.

In its Master Fee Schedule, the City has adopted a civil plan review fee and construction permit application fee which is charged at the rate of 2% of the cost of construction of infrastructure (e.g. drainage, streets, sidewalks, utilities, etc.), and as such, must amend its Master Fee Schedule to be in compliance with HB 3492 prior to September 1, 2023.

HB 3492 provides for allowable methods of determining such fees. HB 3492 states that cities “shall determine the fee by considering the municipality’s actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement.” Staff have reviewed the prescribed methodology for establishing such fee in accordance with the law and are proposing changes to bring the City of Tomball’s fee into compliance.

The proposed amendments include:

- Separation of the civil plan review fee and the development construction inspection fee
- Establishment of the hourly rate for plan review and inspection services pursuant to HB 3492
- Civil plan review fee
 - Charged at \$101 per acre of development (minimum of \$101), with an additional fee of \$86 per hour for any review after the third review
- Development construction inspection fee
 - 0 to 0.5 acres, \$800
 - 0.501 acres to 4.99 acres, \$1,200
 - 4.991 acres and up, \$2,500 plus \$1,133 per additional acre above 4.991 acres

Engineering and Community Development staff have conducted an analysis of the proposed fees and believe they comply with HB 3492 and allow the City to appropriately cover the cost of services. Staff will collect data over the next six months to determine if any amendments or changes will be needed.

Fire Department Permits & Inspections

A Boarding Home Permit and Inspection fee were added in accordance with Ordinance 2023-25, which adopts Boarding Home regulations for the City of Tomball.

Upon approval of the fees presented, a revised copy of the Master Fee Schedule will be posted on the City’s website.

Origination: Community Development

Recommendation:

Staff recommends approval of Resolution No. 2023-XX

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Jessica Rogers 8/16/2023 Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2023-29

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,
AMENDING ENGINEERING AND FIRE DEPARTMENT
RELATED PERMITS & FEES IN THE MASTER FEE SCHEDULE
FOR FISCAL YEAR 2022-2023.**

* * * * *

WHEREAS, on September 19, 2022, the Tomball City Council adopted a Master Fee Schedule for Fiscal Year 2022-2023 to provide easier access for Tomball residents and commercial interests; and

WHEREAS, the Tomball City Council finds it advisable and necessary to amend the City of Tomball Tow Truck Rotation Company fees as originally approved in Resolution No. 2022-41 and amended by Resolution No. 2023-25; **NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:**

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Resolution are true and correct.

Section 2. Page 9, Development Permits, Inspections & Fees, of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2022-2023 is hereby amended to reflect the separation of the civil plan review fee and the development construction inspection fee, which have been calculated and amended as required by HB 3492 passed in the 88th Texas Legislative Session and effective September 1, 2023.

Section 2. Page 15, Fire Department Permits & Inspections, of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2022-2023 is hereby amended to add a boarding home annual permit and inspection and re-inspection fees.

Section 3. A copy of the Amended Master Fee Schedule for Fiscal Year 2022-2023 is attached hereto and incorporated by reference.

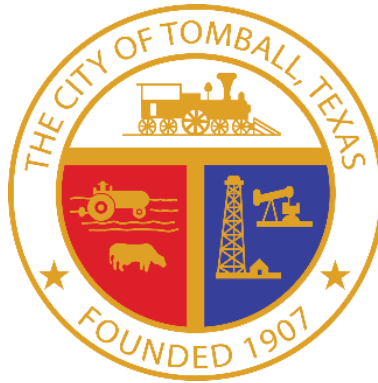
Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution 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.

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2023.

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary



**City of Tomball
Master Fee Schedule
FY 2022-2023**

Effective October 1, 2022

Amendments

April 17, 2023

August 21, 2023

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)	
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding \$500.00, except as otherwise noted.	
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding \$2,000.00.	
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding \$200.00.	
Credit Card Processing Fee	
The City charges a processing fee of three percent (3%) on all credit card transactions.	
Nonsufficient Funds Fee	
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a \$30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.	
Notary Public Fees	
<i>Service</i>	<i>Fee</i>
For protesting a bill or note for nonacceptance or nonpayment, register and seal	\$4.00
For each notice of protest	\$1.00
For protesting in all other cases	\$4.00
For certificate and seal to a protest	\$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	\$6.00 for first signature; \$1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	\$6.00
For a copy of a record or paper (uncertified copy) in the notary public's office	\$0.50 per page
For taking the deposition of a witness	\$0.50 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	\$6.00
For a notarial act not provided for	\$6.00
Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)	
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Charges are summarized below for convenience, but any requestors should refer to the TAC for the most up to date costs.	
Standard paper copy (per page, each side)	\$0.10
Nonstandard copy – diskette	\$1.00
Nonstandard copy – magnetic tape	Actual cost
Nonstandard copy – data cartridge	Actual cost
Nonstandard copy – tape cartridge	Actual cost

Nonstandard copy – rewriteable CD (CD-RW)	\$1.00
Nonstandard copy – non-rewriteable CD (CD-R)	\$1.00
Nonstandard copy – digital video disc (DVD)	\$3.00
Nonstandard copy – JAZ drive	Actual cost
Nonstandard copy – other electronic media	Actual cost
Nonstandard copy – VHS video cassette	\$2.50
Nonstandard copy – audio cassette	\$1.00
Nonstandard copy – oversize paper copy (e.g. 11x17, greenbar, bluebar, etc.)	\$0.50
Nonstandard copy – specialty paper (e.g. mylar, blueprint, blueline, etc.)	Actual cost
Labor charge for programmer	\$28.50 per hour
Labor charge for locating, compiling, manipulating data, and reproducing public information	\$15.00 per hour
Overhead charge	20% of labor charge
Remote document retrieval charge	Qualified charges
Computer resource charge – Mainframe	\$10 per CPU minute
Computer resource charge – Midsized	\$1.50 per CPU minute
Computer resource charge – Client/server	\$2.20 per clock hour
Computer resource charge – PC or LAN	\$1.00 per clock hour
Miscellaneous supplies	Actual cost
Postal/shipping supplies	Actual cost
Body camera footage	\$10 minimum, \$1 per minute of footage if redaction is required

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)	
The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.	
<i>Type of Property</i>	<i>Fee</i>
Residential property	No fee
Individual apartment unit	\$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	\$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	\$50.00
False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)	
If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.	
<i>Residential Burglar/Fire False Alarm</i>	<i>Fee</i>
First through third false alarm	No fee
Fourth and fifth false alarm	\$25.00 per false alarm
Sixth through eighth false alarm	\$50.00 per false alarm
For each false alarm thereafter	\$100.00 per false alarm
<i>Commercial Burglar/Fire False Alarms</i>	<i>Fee</i>
First through third false alarm	No fee
Fourth and fifth false alarm	\$50.00 per false alarm
Sixth through eighth false alarm	\$75.00 per false alarm
For each false alarm thereafter	\$100.00 per false alarm
<i>Panic False Alarm</i>	<i>Fee</i>
First and second false alarm	No fee
For each false alarm thereafter	\$100.00 per false alarm
Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances)	
Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.	
A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than \$500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.	

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart			
<i>License Type</i>	<i>Description of License</i>	<i>T.A.B.C. 2-Year Fee</i>	<i>Tomball 2-Year Fee</i>
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	\$2,000.00	\$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	\$1,500.00	\$750.00
BF	Malt Beverage Retailer's Off Premise License	\$120.00	\$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	\$2,000.00	\$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	\$1,500.00	\$750.00
BP	Brewpub License	\$1,000.00	\$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	\$120.00	\$60.00
BW	Brewers License	N/A	\$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	\$6,000.00	N/A
	Mixed Beverage - 1 st Renewal (Years 3 and 4)	\$4,500.00	\$1,125.00
	Mixed Beverage - 2 nd Renewal (Years 5 and 6)	\$3,000.00	\$1,150.00
	Mixed Beverage - 3 rd Renewal (Subsequent Years)	\$1,500.00	\$750.00
P	Package Store	\$1,000.00	\$500.00
Q	Wine-Only Package Store	\$150.00	\$75.00
SD	Brewers Self-Distribution	N/A	\$600.00
W	Wholesalers Permit	\$3,750.00	\$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)			
Annual kennel license fee			\$10.00
Recovery of Impounded Animals Fee			
<i>Times Impounded</i>	<i>Impound Fee</i>	<i>Boarding Fee</i>	<i>Vaccination Fee*</i>
First time	\$25.00	\$5.00 per day	At cost
Second time	\$40.00	\$5.00 per day	At cost
Third and subsequent times	\$75.00	\$5.00 per day	At cost
<i>*Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).</i>			
Impoundment Fee for Horses, Cows, Cattle or Other Livestock			
Horses, cows, cattle	\$25.00, plus \$5.00 for feeding and care per animal, per day		
Other livestock	\$15.00, plus \$2.00 for feeding and care per animal, per day		
Redeeming Animals (8-178, Code of Ordinances)			
<p>The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.</p> <p>The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to \$3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).</p>			

Business Related Permits & Fees

Ambulance Transfer Services Permit (<u>Sec. 16-162 – 172, Code of Ordinances</u>)	
Annual Company Permit Fee	\$500.00
Vehicle Inspection Fee	\$100.00
Vehicle Re-Inspection Fee	\$100.00
Commercial Filming Permit	
*Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	\$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	\$350.00
Renewal application fee	\$100.00
Transfer application fee upon change or ownership/operator	\$100.00
Donation Container Permit Fee (<u>Sec. 22-194, Code of Ordinances</u>)	
Annual donation container permit fee	\$25.00 per year
Impounded donation container fee	\$200.00
Daily storage fee	\$25.00
Sexually Oriented Business Fees (<u>Sec. 6-26, Code of Ordinances</u>)	
Annual fee for Sexually Oriented Business License	\$750.00
Annual fee for employee of sexually oriented business	\$50.00
Tow Truck Rotation Company Fees	
Initial application fee	\$100.00
Additional application fee	\$75.00
Annual fee (licenses expire Sept. 30 each year)	\$100.00 per vehicle
Supplemental fee for vehicles added during the year	\$75.00 per vehicle
Duplicate license for towing company vehicle	\$25.00
Fees for Towing	
Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	\$200.00
Light duty tow trucks – drop fee	\$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an additional fee not to exceed \$100.00 to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST:	
Liability Coverage	\$500,000
On-Hook Cargo	\$50,000

Vehicle Storage Fees			
<p>A Vehicle Storage Fee (VSF) operator may not charge less than \$5.00 or more than \$20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of \$35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length.</p> <p>(1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight.</p> <p>(2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published.</p> <p>(3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record.</p> <p>(4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.</p>			
Notification Fee			
<p>(1) A VSF may not charge a vehicle owner more than \$50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee.</p> <p>(2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.</p> <p>(3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.</p>			
Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)			
City of Tomball Driver’s License Fee		\$15.00 per year	
Renewal Fee		\$10.00 per year	
Replacement Fee		\$5.00 each	
Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)			
	Per Day	Per Week	Per Month
	\$10.00	\$25.00	\$50.00
	Per 3 Months	Per 6 Months	Special Event
	\$100.00	\$150.00	\$25.00 per day
Interstate permit	None; Registration only		
Bond requirement	\$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)		
Special event permit	\$25.00 per day as rental for the use of public property		

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	Base Fee	Per Lot	Maximum per Plat
Preliminary Plat, Final Plat, Replat, and Minor Plats	\$500.00	\$20.00	\$2,500
Joinder Lot			\$100.00
Planning Fees			
Rezoning		\$1,000.00	
Text Amendment		\$1,000.00	
Conditional Use Permit		\$1,000.00	
Planned Development (with concept or site plan)		\$1,500.00	
Non-residential site plan review – 2,000 square feet or less		\$250.00	
Non-residential site plan review – greater than 2,000 square feet		\$300.00 plus \$10.00 per acre	
Variance/Special Exception (Board of Adjustments)		\$500.00	
Zoning Verification Request		\$50.00	
Comprehensive Plan Amendment		\$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		\$2,500.00	
Engineering Fees			
Floodplain permit application	\$50.00		
Civil plan review fee/Construction Permit application <u>HB 3492 hourly rate: \$85.91</u>		<u>\$101 per acre of development (minimum of \$101)</u> <u>\$86 per hour for each review after three reviews</u> <u>2% of the cost of construction of infrastructure (e.g. drainage, streets, sidewalks, utilities, etc. — not vertical structures)</u>	
<u>Development Construction Inspection Fee</u> <u>HB 3492 hourly rate: \$102.19</u>	Project Area		Fee
	0 to 0.50 acres		\$800
	0.501 to 4.99 acres		\$1,200
	4.991 acres and more		\$2,500 + \$1,133 per additional acre above 4.991 acres
Right-of-way abandonment	\$1,000.00		
Fee-in-lieu-of construction of sidewalks	\$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Building Permits			
Residential Building Permits			
Single-family residential building permit - new construction and remodels	\$0.35 per square feet of building area; \$100.00 minimum		
Commercial Building Permits			
Total Valuation (Building)	Fee		

\$1,000 and less	No fee, unless inspection is required, in which case, a \$25.00 fee will be charged for each initial inspection
\$1,001 to \$50,000	\$30.00 for the first \$1,000 in value, plus \$5.00 for each additional thousand or fraction thereof
\$50,001 to \$100,000	\$275.00 for the first \$50,000 in value, plus \$4.00 for each additional thousand or fraction thereof
\$100,001 to \$500,000	\$475.00 for the first \$100,000 in value, plus \$3.00 for each additional thousand or fraction thereof
\$500,001 and greater	\$1,675.00 for the first \$500,000 in value, plus \$2.00 for each additional thousand or fraction thereof
Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	\$110.00
Demolition Permit/Fee	
Size of building/structure	Fee
0 to 100,000 cubic feet	\$60.00
100,001 cubic feet and greater	\$60.00, plus \$1.00 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit	\$50.00
Commercial roofing permit	Obtain a Commercial Building Permit
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a \$250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	
Electrical Permits	
Electrical permit base fee	\$35.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	\$15.00
Service between 125 and 200 amp with meter loop	\$20.00
Service between 201 and 400 amp with meter loop	\$30.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	\$0.50
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	\$5.00
Motors (installed)	

¾ h.p.	\$3.00
Greater than ¾ h.p. and less than 10 h.p.	\$7.00
Greater than or equal to 10 h.p.	\$10.00
Transformers	
Less than or equal to 1 kVA	\$2.00
Greater than 1 kVA and less than 10 kVA	\$12.00
Greater than or equal to 10 kVA	\$15.00
Slab Inspections	
Slab Inspection	\$15.00
Additional slab inspection	\$7.00
Miscellaneous	
All parking lot light pole	\$25.00
Electric, neon, illuminated Signs	\$8.00
Ditch cover, up to 100 linear feet	\$12.00
Ditch cover, more than 100 linear feet	\$12.00 for first 100 linear feet + \$6.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	\$17.00
Temporary saw pole – 90 days	\$17.00
Temporary cut-ins made permanent	\$25.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	\$15.00
Demolition (when for electric only)	\$30.00
Plumbing Permits	
Plumbing permit application fee	\$35.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	\$3.00
Water heater (any type, including insta-hot, inline, conventional)	\$3.00
Vacuum breaker or backflow protective devices installed	\$3.00
Sewer (new, replacement, repair or sewer line)	\$6.00
Water (new, replacement, repair or water-line)	\$6.00
Gas	
Medical Gas (Medgas)	\$3.00
Gas Opening	\$3.00
Gas Line	\$6.00
Gas Test	\$6.00
Other Plumbing Permits	
Demolition (when for plumbing only)	\$30.00
Irrigation Permit	
Residential irrigation permit fee	\$50.00
Commercial irrigation permit fee	\$150.00
Mechanical Permits	
Mechanical permit base fee	\$35.00
Total Valuation of Installation (labor & materials)	Fee

\$0 to \$1,000	No additional fee (base fee only)	
\$1,001 and greater	Base fee plus \$10.00 for each additional thousand or fraction thereof	
Boiler or chillers inspection		\$100.00 (per unit)
Driveway Permits		
<i>Permit Type</i>	<i>No Culvert</i>	<i>With Culvert</i>
Residential driveway permit	\$25.00	\$300.00
Commercial driveway permit	\$25.00	\$25.00 (inspection only - City does not set commercial culverts)
Certificate of Occupancy		
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits	
Change in occupancy (name change and use change)	\$60.00	
Temporary certificate of occupancy (valid for 14 days)	\$60.00	
Operating without a certificate of occupancy	\$250.00	
Inspections		
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit	
First re-inspection (second inspection)	\$50.00	
Second re-inspection (third inspection)	\$75.00	
Third re-inspection (fourth inspection)	\$100.00	
All re-inspections after third re-inspection (fee per inspection)	\$150.00	
Water Tap Fees		
<i>Water Tap Fees</i>		
<i>Meter Size</i>	<i>Fee</i>	
5/8 inch to 3/4 inch	\$1,625.00	
1.0 inch	\$1,725.00	
1.5 inch	\$2,725.00	
2.0 inch	\$2,950.00	
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State Rights-of-Way (in addition to tap fee)	\$190.00	
Water Boring Fees		
<i>Line Size</i>	<i>Fee</i>	
1 inch line	\$975.00	
2 inch line	\$1,175.00	
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.		

Wastewater (Sewer) Tap Fees				
Connection Size		Fee		
4 inch		\$1,400.00		
6 inch		\$1,675.00		
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.				
Connections on State Rights-of-Way (in addition to tap fee)		\$250.00		
Wastewater Boring Fees				
Up to 6 inch line		\$1,350.00		
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.				
Sewer Service Reconnection				
Sewer service reconnection fee		\$200.00		
Natural Gas Tap Fees				
<i>BTUs</i>	<i>Meter Size</i>	<i>Fee</i>		
0 to 345,000	200-275	\$1,200.00		
345,001 to 450,000	415-450	\$1,450.00		
600,000 to 1,200,000	600	\$3,000.00		
450,001 to 1,760,000	750-880	\$3,100.00		
If pounds are needed, add emcororrector to total cost (fee)		\$1,175.00		
Gas regulator upgrade fee		\$70.00		
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.				
Connections on State rights-of-way (0 to 450,000 BTUs)		\$250.00		
Connection on State rights-of-way (greater than 450,000 BTUs)		\$350.00		
Boring Fees				
Bores up to 80 feet in length		\$975.00		
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.				
Water and Wastewater Impact Fees				
<i>Living Unit Equivalents (LUEs)</i>	<i>Water Meter Size</i>	<i>Water Impact Fee</i>	<i>Wastewater Impact Fee</i>	<i>Total Fees</i>
1.0	¾ inch	\$3,781.00	\$2,521.00	\$6,302.00
2.5	1 inch	\$6,314.27	\$4,210.07	\$10,524.34
5.0	1.5 inch	\$12,590.73	\$8,394.93	\$20,985.66
8.0	2 inch	\$20,152.73	\$13,436.93	\$33,589.66
16.0	3 inch	\$44,124.27	\$29,420.07	\$73,544.34
25.0	4 inch	\$75,620.00	\$50,420.00	\$126,040.00
50.0	6 inch	\$170,145.00	\$113,445.00	\$283,590.00
80.0	8 inch	\$201,640.73	\$134,444.93	\$336,085.66
Drainage Impact Fees				

<i>Drainage Basin</i>	<i>Fee</i>
M118	\$5,757.81 per acre
M121E	\$7,886.69 per acre
M121W	\$6,692.00 per acre
M125	\$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review and Applications				
<i>Life Safety Plan Review</i>				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	\$25.00	\$50.00	\$75.00	\$100.00
<i>Fire Sprinkler System</i>				
Review Fee				\$200.00
Riser				\$10.00 each
Fire Department Connection				\$10.00 each
Per Each Sprinkler Head				\$1.00 each
<i>Fire Alarm System</i>				
Review Fee				\$200.00
Signal/Notification Device				\$2.00 each
<i>Paint Booth/Mixing Room</i>				
Review Fee				\$200.00
Nozzle				\$1.00 each
<i>Cooking Suppression System</i>				
Review Fee				\$200.00
Nozzle				\$1.00 each
<i>Fuel Storage Tank Installation or Removal</i>				
For 1 Tank per site				\$150.00
For 2 Tanks per site				\$200.00
For 3 or more Tanks per site				\$250.00
<i>Installation Penalty</i>				
No permit fee – equal to two times the cost of the total plan review fee				
<i>Special Services - To Be Paid Before 3:45 p.m.</i>				
Special Handling/Same Day Service - Plans				\$100.00
After Hours Inspection - up to 4 hours				\$275.00
Each additional hour - rounded up to the next hour				\$75.00
<i>Acceptance Testing/Fire Final Inspections</i>				
Inspection				No Fee
1st Re-inspection				\$25.00
2nd Re-inspection				\$50.00
3rd Re-inspection				\$75.00
4th Re-inspection and each thereafter				\$100.00
<i>State Licensed Facility Inspection - Group I Occupancy</i>				
Inspection				\$50.00
1st Re-Inspection				\$25.00
2nd Re-Inspection				\$50.00
3rd Re-Inspection				\$75.00
4th Re-Inspection and each thereafter				\$100.00
<i>Boarding Home Annual Permit</i>				
<u>Inspection and Annual Permit</u>				<u>\$500.00</u>
<u>Each additional re-inspection</u>				<u>\$75.00</u>
<i>Life Safety Inspection – Annual</i>				
Inspection and 1 st Re-Inspection				No Fee

2nd Re-inspection			\$25.00
3rd Re-inspection			\$50.00
4th Re-inspection and each thereafter			\$75.00
Access Control Device Installation			
Access control device installation plan review			\$200.00
Fire Marshal Permits			
<i>Permit</i>	<i>Permit Ref. No.</i>	<i>Renewable (R) or One-Time (O)</i>	<i>Fee</i>
Amusement Buildings	105.6.2	R	\$100.00
Aviation Facilities	105.6.3	R	\$150.00
Carnivals & Fairs	105.6.4	R	\$150.00
Cellulose Nitrate Film	105.6.5	R	\$100.00
Combustible Dust Producing Operations	105.6.6	R	\$100.00
Combustible Fibers	105.6.7	R	\$125.00
Compressed Gases	105.6.8	R	\$100.00
Covered Mall Buildings	105.6.9	R	\$50.00
Cryogenic Fluids	105.6.10	R	\$100.00
Cutting & Welding	105.6.11	R	\$75.00
Dry Cleaning Plants	105.6.12	R	\$100.00
Exhibits & Trade Shows	105.6.13	R	\$75.00
Explosives, including Fireworks	105.6.14	R	\$150.00
Flammable and Combustible Liquids	105.6.16	R	\$75.00
Floor Finishing, including Bowling Lanes	105.6.17	R	\$100.00
Fumigation and Insecticide Fogging	105.6.19	R	\$50.00
Hazardous Materials	105.6.20	R	\$150.00
HPM Facilities	105.6.21	R	\$150.00
High Pile Storage	105.6.22	R	\$75.00
Hot work Operations	105.6.23	R	\$75.00
Industrial Ovens	105.6.24	R	\$100.00
Lumber Yards and Wood Working Plants	105.6.25	R	\$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.6.26	R	\$100.00
LP Gas	105.6.27	R	\$100.00
Magnesium Working	105.6.28	R	\$150.00
Miscellaneous Combustible Storage	105.6.29	R	\$100.00
Open burning (commercial-trench)	105.6.30	R	\$150.00
Open Flames and Candles	105.6.32	R	\$50.00
Organic Coating	105.6.33	R	\$100.00
Places of Assembly (50-100)	105.6.34	R	\$75.00
Places of Assembly (101-299)		R	\$100.00
Places of Assembly (300 or More)		R	\$125.00
Pyrotechnic Special Effects Material	105.6.36	R	\$150.00
Repair Garage	105.6.39	R	\$100.00
Motor Vehicle Fuel Dispensing Facility	105.6.39	R	\$100.00
Rooftop Heliports	105.6.40	R	\$150.00
Spraying & Dipping	105.6.41	R	\$150.00
Tire Storage	105.6.42	R	\$100.00
Temporary Structures, Tents & Canopies	105.6.43	R	\$75.00
Wood Products	105.6.46	R	\$100.00

Fire Flow Test	105.6.50	O	\$150.00
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Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	\$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	\$10.00
Failure to appear/violate promise to appear fine	\$25.00
Compliance reimbursement fee	\$20.00
Fees for Past Due Accounts <u>(Sec. 2-240, Code of Ordinances)</u>	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees			
Rentals for Monday through Friday (until 3 p.m.)			
Rates listed per hour; 2-hour minimum rentals required			
Renter	Room A	Room B	Room C
Nonprofit club/organizations which do not charge for services	\$50.00	\$30.00	\$15.00
Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$75.00	\$50.00	\$20.00
Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$100.00	\$75.00	\$30.00
Rentals for Friday (after 3 p.m.), Saturday, and Sunday			
Rates listed per hour; 2-hour minimum rentals required			
Renter	Room A	Room B	Room C
Nonprofit club/organizations which do not charge for services	\$75.00	\$50.00	\$15.00
Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$100.00	\$75.00	\$50.00
Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$125.00	\$100.00	\$75.00
Kitchen Rental Fee			
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.			
Community Center Fee Waiver Policy			
The following groups shall have their rental fees waived:			
<ul style="list-style-type: none"> • Tomball-based nonprofit youth organizations who provide proof of nonprofit status 			
The following Tomball-based groups and organizations may request a waiver of fees from the City:			
<ul style="list-style-type: none"> • Group/organization generates sales tax dollars for Tomball • Group/organization supports City functions, events or programs • Group/organization is a nonprofit benefitting the City of Tomball in some manner 			
Deposits for Rentals			
All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.			
Park Facility Reservation Fees			
Park/Facility	Resident	Nonresident	
Railroad Depot Plaza Gazebo – Half Day	\$50.00	\$100.00	
Railroad Depot Plaza Gazebo – Full Day	\$100.00	\$125.00	
Juergens Park Pavilion – Half Day	\$50.00	\$100.00	
Juergens Park Pavilion – Full Day	\$100.00	\$125.00	
Jerry Matheson Park Pavilion – Half Day	\$50.00	\$100.00	
Jerry Matheson Park Pavilion – Full Day	\$100.00	\$125.00	
Theis Attaway Nature Center Pavilion – Half Day	\$50.00	\$100.00	
Theis Attaway Nature Center Pavilion – Full Day	\$100.00	\$125.00	

<i>Tennis & Pickleball Court Rentals</i>		
<i>Rental Type</i>	<i>Resident</i>	<i>Nonresident</i>
Individual court rental	\$5.00 for 3 hours	\$10.00 for 3 hours
League court rental Spring season: February through May Fall Season: September through December	\$150.00 per season	\$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	\$500,000.00
Filing Fee	\$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	\$10,000.00
Expediting application fee	\$15,000.00
Renewal application for well, training well, training well site, or seismic activities	\$500.00
Bond Requirement	\$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	\$100.00

Police Department Fees

General Fees	
Offense report (public page)	\$2.00 each
Local arrest record checks/letters	\$2.00 each
Accident report	\$6.00 each
Fingerprint cards – all other purposes	\$5.00 per card
Impounded vehicles, impounding fee	Not to exceed \$10.00

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit			
Residential deposit	\$200.00		
Commercial deposit	Average annual bill of previous occupant multiplied by two (2) or \$300.00, whichever is greater		
City of Tomball Utilities – Monthly Administrative Service Charge			
City utility administrative service charge	\$1.00 per month per account		
City of Tomball Garbage Bag Fees			
First two (2) rolls of garbage bags per residence per year	Free		
Each subsequent 50-bag roll	\$12.00		
City of Tomball Utilities Administrative Fees			
Connection and Disconnection Fees			
The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:			
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	\$50.00		
During unscheduled service periods (after hours and weekends), including new service	\$100.00		
Damages to Utility Functions and Tampering Fees			
Damage to any utility facilities, tampering with valves, meters, etc.	\$200.00		
Delinquent Account Fees			
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.			
City of Tomball Water Utility Rates & Fees			
North Harris County Regional Water Authority Charges			
The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/ .			
Monthly Rates for Potable Water Sales			
<i>Customer Class</i>	<i>Usage (gallons) during billing month</i>	<i>Base Rate</i>	<i>Consumption Charge for each 1,000 gallons used</i>
Small residential	Up to 10,000	\$11.55	\$3.02
Medium residential	10,001 to 15,000	\$13.29	\$3.77
Large residential	15,001 or more	\$15.29	\$4.72
Small commercial	Up to 5,000	\$19.56	\$3.66
Medium commercial	5,001 to 51,000	\$31.48	\$4.58
Large commercial	51,000 or more	\$55.11	\$5.72

Bulk Water Sales			
Bulk sales rate	All usage	\$92.27	\$5.12
Additionally, if a meter is desired for bulk sales, a deposit of \$1,000.00 will be required. Bulk water sales will also be charged applicable administrative fees and the NHCRWA fees.			
Water Meter Testing Fee			
In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.			
Bench test fee			\$35.00
Meter Size			Testing Fee
0.75 inch and 1 inch			\$175.00
1.5 inch and 2.0 inch			\$225.00
3.0+ in meters			\$250.00
Meter Box Repair Fee			
In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of \$225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.			
City of Tomball Wastewater (Sanitary Sewer) Utility Rates			
Residential Sanitary Sewer Rates, with Potable Water Service			
Monthly Base Charge			\$10.23
Volume rate per 1,000 gallons			\$3.57
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.			
Commercial Sanitary Sewer Rates, with Potable Water Service			
Monthly base charge			\$24.91
Volume rate per 1,000 gallons			
0 to 5,000 gallons			\$4.53
5,001 to 51,000 gallons			\$5.65
More than 51,000 gallons			\$7.07
Residential Sanitary Sewer Rates, without Potable Water Service			
Monthly base rate			\$41.93
Commercial Sanitary Sewer Rates, without Potable Water Service			
Monthly base rate			\$69.78
Fee per drain (in excess of 10)			\$2.78
City of Tomball Natural Gas Utility Rates			
Base rate	\$11.75		
Consumption	\$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)		

Gas Meter Testing Fee		
In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.		
Meter Size/Type	Testing Fee	
Domestic – American	\$315.00	
400 Series	\$325.00	
Industrial Diaphragm (800 to 1,000)	\$400.00	
Industrial Diaphragm (1,000 to 10,000)	\$515.00	
Rotary	\$575.00	
Excess Flow Valve		
Installation of an excess flow valve to an existing natural gas service line	\$500.00	
Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball’s solid waste provider for FY 2022-2023 is GFL. The fees associated with garbage collection and disposal are set by GFL. The rates below do not include applicable sales taxes.		
GFL Administrative Services Fee		
GFL administrative services fee	\$5.50 monthly	
Residential Service		
Bag service	\$15.70	
Poly cart service – refuse only	\$18.70	
Poly cart service – recycling only	\$18.70	
Poly cart service – refuse and recycling	\$21.70	
Special Collection – Large Bulk		
Service fee	\$40.00	
Disposal cost (per yard)	\$20.00	
Small Commercial with Poly Cart		
Service	Rate per month	
One Collection per Week	\$30.00	
Additional Cart – once per week collection	\$25.00	
Two Collections per Week	\$35.00	
Additional Cart – twice per week collection	\$30.00	
Weekly Recycling Collection	\$10.00	
Cart Replacement (MSW and/or Recycling)	\$85.00	
Dumpsters		
Size	Frequency	Rate per Month
2 Yard	1	\$75.00
2 Yard	3	\$142.00
3 Yard	1	\$90.00
3 Yard	2	\$140.00
3 Yard	3	\$215.00
3 Yard	4	\$270.00
3 Yard	5	\$335.00

3 Yard	6	\$400.00
Size	Frequency	Rate per Month
3 Yard Additional Container	1	\$85.00
3 Yard Additional Container	2	\$130.00
3 Yard Additional Container	3	\$200.00
3 Yard Additional Container	4	\$250.00
3 Yard Additional Container	5	\$310.00
3 Yard Additional Container	6	\$370.00
4 Yard	1	\$100.00
4 Yard	2	\$155.00
4 Yard	3	\$230.00
4 Yard	4	\$290.00
4 Yard	5	\$360.00
4 Yard	6	\$430.00
4 Yard Additional Container	1	\$90.00
4 Yard Additional Container	2	\$145.00
4 Yard Additional Container	3	\$215.00
4 Yard Additional Container	4	\$270.00
4 Yard Additional Container	5	\$330.00
4 Yard Additional Container	6	\$400.00
6 Yard	1	\$125.00
6 Yard	2	\$200.00
6 Yard	3	\$300.00
6 Yard	4	\$370.00
6 Yard	5	\$460.00
6 Yard	6	\$550.00
6 Yard Additional Container	1	\$115.00
6 Yard Additional Container	2	\$180.00
6 Yard Additional Container	3	\$275.00
6 Yard Additional Container	4	\$340.00
6 Yard Additional Container	5	\$425.00
6 Yard Additional Container	6	\$510.00
8 Yard	1	\$150.00
8 Yard	2	\$245.00
8 Yard	3	\$355.00
8 Yard	4	\$450.00
8 Yard	5	\$550.00
8 Yard	6	\$650.00
8 Yard Additional Container	1	\$135.00
8 Yard Additional Container	2	\$225.00
8 Yard Additional Container	3	\$320.00
8 Yard Additional Container	4	\$375.00
8 Yard Additional Container	5	\$490.00
8 Yard Additional Container	6	\$565.00

Additional Dumpster Fees				
Description	Occurrence		Fee	
Additional Collection	Per Collection		\$100.00	
Exchange Charge	Per Exchange		\$60.00	
Casters	One-time fee		\$90.00	
Locks	One-time fee		\$90.00	
Roll-off Containers (Temporary or Permanent)				
Size	Delivery Fee	Daily Rent	Hauling Rate	Trip Charge
20 Yard	\$130.00	\$6.50	\$185.00	\$145.00
30 Yard	\$130.00	\$6.50	\$200.00	\$145.00
40 Yard	\$130.00	\$6.50	\$210.00	\$145.00
Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)				
Hauling Rate		Disposal Rate per Ton		Trip Charge
\$275.00		\$40.00		\$145.00
Damage Waiver Fees				
Damage waiver fees can be added to commercial accounts at the customer's request to cover damaged or stolen containers. In the event a container is stolen, if the customer provides a police report the replacement cost may be waived.				
Size	Fee/Day	Replacement Cost (with Damage Waiver)	Replacement Cost (with no Damage Waiver)	Delivery Fee
2 Yard	\$0.35	\$201.50	\$403.00	\$65.00
3 Yard	\$0.35	\$248.50	\$497.00	\$65.00
4 Yard	\$0.35	\$283.50	\$567.00	\$65.00
6 Yard	\$0.45	\$386.50	\$773.00	\$65.00
8 Yard	\$0.45	\$447.00	\$894.00	\$65.00
20 Yard	\$2.70	\$2,349.50	\$4,699.00	\$65.00
30 Yard	\$2.70	\$2,510.00	\$5,020.00	\$65.00
40 Yard	\$2.70	\$2,744.50	\$5,489.00	\$65.00

Vital Statistics Records (Birth and Death) Fees

Birth and Death Certificates	
Birth certificate	\$23.00 for each original and each copy
Death certificate	\$21.00 for first original and \$4.00 for each original thereafter
Fee for Certified Mail Service	Actual cost
Fee for searching record	\$13.00
Birth Certificate for Election Identification Certificate	\$3.63 or current State fees as applicable

Wired Telecommunications Services – Provider License Fees
(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) \$2.10

(Sec. 38-202 – Compensation)

- (a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.
- (b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	\$500.00 for first 5 nodes, \$250.00 for each additional node	\$28.00 per month per node ^{1, 4}
Network Nodes	\$500.00 for first 5 nodes, \$250.00 for each additional node	\$250.00 per year per node ^{2, 3}
Node Support Poles	\$1,000.00 per pole	\$250.00 per year per pole ²

¹ Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.
² As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.
³ Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than \$20.00 per year per service pole.
⁴ A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to \$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

- (1) Install its own transport facilities as provided in this section; or
- (2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

- (c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.
- (d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.
- (e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.
- (f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

Outdoor Sound Amplification Equipment (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	\$10.00
Manufactured Home Park or Recreational Vehicle Park	
<i>Construction or Enlargement Fees</i>	
Application for construction/enlargement	\$100.00 plus \$10.00 per unit in excess of 25 units
<i>Park Operations License Fees (Chapter 26, Code of Ordinances)</i>	
Annual operations license	\$100.00 plus \$3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of \$500, except that zoning, fire safety, and health violations may have fines of up to \$2000 per offense. Most traffic related state offenses have a maximum fine of \$200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court		
109.3 Violation penalties. Any person, firm, corporation, or other entity who violates a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000.00).**ANY VIOLATION OF IFC NOT LISTED HERE WILL BE REFERRED TO COURTFINES AND PENALTY WILL BE SUBJECT TO CHANGE DEPENDING ON THE SEVERITY OF THE OFFENSE.		
Sec. 1-14. - General penalty for violations of Code; continuing violations. (a)Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding \$500.00, except for:(1)Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be \$2,000.00 for each offense; and(2)Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed \$200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state.		
Code	Offense	Minimum Fine
777	Access To Electrical Panels	\$250.00
757	City Ordinance Tire Storage And Mosquito Control	\$250.00
	Failure To Obtain Annual Fire Permit	\$250.00
	City Ordinance - Violation Of Adopted City Fire Code	\$250.00
	City Ordinance - Operation Of An Ambulance Without Permit	\$250.00
	Failure To Renew Annual Fire Permit	\$250.00
871	Electrical Hazards	\$250.00
3590	Drove Into Block Where Fire Engine Stopped	\$250.00
523	Illegally Parked-Prohibited By Signs	\$250.00
	Failure To Provide Access To Buildings Or Property Gate	\$250.00
	Improper Locking Devices	\$250.00
742	City Ordinance Alarm System Installation W/O Permit	\$500.00
755	City Ordinance Fire Code Locked Or Blocked Exists	\$500.00
11	City Ordinance-Burning W/O Permit	\$500.00
12	City Ordinance-Burning, Deliberate Or Negligent	\$500.00
16	City Ordinance-Install Fire Extinguisher System W/O Permit	\$500.00
3589	Crossed Fire Hose W/O Permission	\$500.00
771	Combustible Waste Dumpster Permit-Ifc	\$500.00
778	Exit Sign Must Be Lighted	\$500.00
872	Exit Signs Fire Code	\$500.00

770	Occupancy Prohib Before Approval-Ifc	\$500.00
3551	Park/Stand/Stop Between Saefy Zone And Curb	\$500.00
3554F	Parked In Fire Lane	\$500.00
3569	Parking/Standing within 15 Feet Of A Fire Hydrant	\$500.00
	City Ordinance-Open Flame Device Within 10 Feet Of A Structure	\$500.00
765	City Ordinance Fireworks	\$1,000.00
773	C/C Maint Fire Alarm System	\$1,000.00
772	C/C Maint Sprinkler Alarm System	\$1,000.00
718	Paint Spray Booth-Ifc	\$1,000.00
769	Storage/Use Hazardous Material-Fire code	\$1,000.00

Parking Enforcement Violation Handicap

1 st violation with please of guilty within 14 days	\$250.00
After 14 days plea of guilty, 1 st offense	\$500.00

Offense: Speeding

<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
1-15	\$86.00	\$134.00	\$220.00	\$25.00	\$245.00
16	\$92.00	\$134.00	\$226.00	\$25.00	\$244.00
17	\$98.00	\$134.00	232.00	\$25.00	\$249.00
18	\$104.00	\$134.00	\$238.00	\$25.00	\$254.00
19	\$110.00	\$134.00	\$244.00	\$25.00	\$259.00
20	\$116.00	\$134.00	\$250.00	\$25.00	\$264.00
21	\$122.00	\$134.00	\$256.00	\$25.00	\$269.00
22	\$128.00	\$134.00	\$262.00	\$25.00	\$274.00
23	\$134.00	\$134.00	\$268.00	\$25.00	\$279.00
24	\$140.00	\$134.00	\$274.00	\$25.00	\$284.00
25	\$146.00	\$134.00	\$280.00	\$25.00	\$289.00
26	\$152.00	\$134.00	\$286.00	\$25.00	\$294.00
27	\$158.00	\$134.00	\$292.00	\$25.00	\$299.00
28	\$164.00	\$134.00	\$298.00	\$25.00	\$304.00
29	\$170.00	\$134.00	\$304.00	\$25.00	\$309.00
30	\$176.00	\$134.00	\$310.00	\$25.00	\$314.00
31	\$182.00	\$134.00	\$316.00	\$25.00	\$341.00
32	\$188.00	\$134.00	\$322.00	\$25.00	\$347.00
33	\$194.00	\$134.00	\$328.00	\$25.00	\$353.00
34 and over	\$200.00	\$134.00	\$334.00	\$25.00	\$359.00

Offense: Speeding in a School Zone

<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
1-15	\$86.00	\$159.00	\$245.00	\$25.00	\$270.00
16	\$92.00	\$159.00	\$251.00	\$25.00	\$276.00
17	\$98.00	\$159.00	\$257.00	\$25.00	\$282.00
18	\$104.00	\$159.00	\$263.00	\$25.00	\$288.00
19	\$110.00	\$159.00	\$269.00	\$25.00	\$294.00
20	\$116.00	\$159.00	\$275.00	\$25.00	\$300.00
21	\$122.00	\$159.00	\$281.00	\$25.00	\$306.00
22	\$128.00	\$159.00	\$287.00	\$25.00	\$312.00
23	\$134.00	\$159.00	\$293.00	\$25.00	\$318.00
24	\$140.00	\$159.00	\$299.00	\$25.00	\$324.00
25	\$146.00	\$159.00	\$305.00	\$25.00	\$330.00
26	\$152.00	\$159.00	\$211.00	\$25.00	\$336.00
27	\$158.00	\$159.00	\$317.00	\$25.00	\$342.00

28	\$164.00	\$159.00	\$323.00	\$25.00	\$348.00
29	\$170.00	\$159.00	\$329.00	\$25.00	\$354.00
30	\$176.00	\$159.00	\$335.00	\$25.00	\$360.00
31	\$182.00	\$159.00	\$341.00	\$25.00	\$366.00
32	\$188.00	\$159.00	\$347.00	\$25.00	\$372.00
33	\$194.00	\$159.00	\$353.00	\$25.00	\$378.00
34 and over	\$200.00	\$159.00	\$359.00	\$25.00	\$384.00
Offense: Speeding in a Construction Zone					
Speeding	Fine	Court Costs	Total	Workers Present	Total
1-15	\$172.00	\$134.00	\$306.00	\$25.00	\$331.00
16	\$184.00	\$134.00	\$318.00	\$25.00	\$343.00
17	\$196.00	\$134.00	\$330.00	\$25.00	\$355.00
18	\$208.00	\$134.00	\$342.00	\$25.00	\$367.00
19	\$220.00	\$134.00	\$354.00	\$25.00	\$379.00
20	\$232.00	\$134.00	\$366.00	\$25.00	\$391.00
21	\$244.00	\$134.00	\$378.00	\$25.00	\$403.00
22	\$256.00	\$134.00	\$390.00	\$25.00	\$415.00
23	\$268.00	\$134.00	\$402.00	\$25.00	\$427.00
24	\$280.00	\$134.00	\$414.00	\$25.00	\$439.00
25	\$292.00	\$134.00	\$426.00	\$25.00	\$451.00
26	\$304.00	\$134.00	\$438.00	\$25.00	\$463.00
27	\$316.00	\$134.00	\$450.00	\$25.00	\$475.00
28	\$328.00	\$134.00	\$462.00	\$25.00	\$487.00
29	\$340.00	\$134.00	\$474.00	\$25.00	\$499.00
30	\$352.00	\$134.00	\$486.00	\$25.00	\$511.00
31	\$364.00	\$134.00	\$498.00	\$25.00	\$523.00
32	\$376.00	\$134.00	\$510.00	\$25.00	\$535.00
33	\$388.00	\$134.00	\$522.00	\$25.00	\$547.00
34 and over	\$400.00	\$134.00	\$534.00	\$25.00	\$559.00
Additional Offenses					
Offense Code	Offense Code Type	Offense Description			Total Due
5	O	Article Vi Erosion & Sediment Control Sec 18-259(D)			\$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign			\$581.00
20	O	Violation Of Sec. 50-36			\$581.00
21	O	Violation Of Sec. 50-76			\$581.00
22	O	Violation Of Sec 50-82			\$581.00
23	O	Violation Of Sec. 50-112			\$581.00
24	O	Violation Of Sec 50-113			\$581.00
25	O	Violation Of Sec 50-115			\$581.00
26	O	Violation Of Section 38-160			\$581.00
27	O	Violation Of Section 46-21			\$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices			\$581.00
29	O	Requirements For Traps			\$581.00
30	O	City Ordinance Violation Working W/O Permit			\$581.00
31	O	Violation Of Sec.50-117 Home Occupancy			\$581.00
1	R	REDLIGHT CODE ENFORCEMENT (Repealed)			\$75.00
9	P	Handicap Parking Violation			\$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance			\$581.00
11	O	City Ordinance - Burning Without Permit			\$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent			\$581.00

14	O	City Ordinance - Noise	\$581.00
15	O	City Ordinance - No Taxi Driver Permit	\$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	\$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	\$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	\$281.00
249	T	Obscured License Plates	\$177.00
251	T	Park In Main Traveled Way	\$274.00
271	T	No Valid Class B Drivers License	\$189.00
272	T	No Valid Class A Drivers License	\$189.00
273	T	No Valid Inspection Sticker	\$177.00
275	T	No Valid Class M Drivers License	\$189.00
285	T	Improper Start From Stop/Parked Position	\$274.00
289	T	Expired Dealer Paper Plates	\$177.00
318	T	Illegal Right Turn From Inside Left Lane	\$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	\$274.00
327	T	Fail To Yield R-O-W From Parked Position	\$274.00
340	T	Straight From Turn Only Lane	\$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	\$381.00
345	T	U-Turn Not In Safety	\$224.00
367	T	No Parking Lights When Needed	\$114.00
373	T	Driving Left Of Center	\$224.00
374	T	Driving Left Of Double Yellow Stripe	\$224.00
428	T	No Thru Trucks Over 2 Axles	\$224.00
444	T	Display Alternating Lights To Rear	\$134.00
445	T	Unapproved Lighting Equipment	\$134.00
448	T	Improper Tread Depth	\$134.00
451	T	No Headlights	\$224.00
452	T	No Brake Lights	\$134.00
454	T	No Tow Lights On Towed Vehicle	\$184.00
455	T	No Rear View Mirror	\$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	\$134.00
462	T	Fail To Set Park Brake	\$134.00
473	T	Passing Within Intersection	\$224.00
474	T	Passing On Unimproved Shoulder Of Road	\$224.00
475	T	Pass With Insufficient Clearance	\$224.00
477	T	Passing On Right Not In Safety	\$224.00
479	T	Passing School Bus Unloading	\$634.00
480	T	Passing School Bus-Loading	\$634.00
482	T	Pass Within 100 Ft. Of Intersection	\$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	\$224.00
489	T	Stopped Within Intersection	\$224.00
503	T	Fail To Signal Stop	\$224.00
505	T	Backing Not In Safety	\$274.00
510	T	Unattended Vehicle	\$244.00
511	T	Leaving Child Unattended In Vehicle	\$316.00
517	T	Block Moving Lane Of Traffic	\$224.00
525	P	Illegally Parked-Prohibited By Signs	\$91.00
529	P	Parked In Bus. Or Res. District 545.301	\$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	\$91.00
534	O	City Ordinance - Hitchhiking-Solicitation By Pedestrians	\$224.00
535	S	Walking In Roadway	\$224.00
536	T	Open Door Into Lane Of Traffic	\$134.00
537	T	Tamper With Barricades	\$154.00

548	T	Fail To Report Accident-Pedestrian	\$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	\$224.00
550	T	Fail To Report Accident To Police Dept.	\$204.00
560	T	Fail To Stop And Render Aid	\$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	\$174.00
591	T	Cut Across Parking Lot	\$224.00
595	T	Passing On Shoulder Of Road	\$224.00
596	T	Driving On Shoulder Of Roadway	\$274.00
600	T	Fail To Cover Load	\$134.00
603	O	City Ordinance - Trash Disposal	\$281.00
604	T	Fail To Properly Secure Trailer	\$144.00
605	T	Fail To Secure Vehicle	\$144.00
606	T	Fail To Secure Load	\$134.00
641	T	No Safety Chain Trailer	\$184.00
695	T	Bicycle Not Equipped With Lights	\$115.00
696	T	Bicycle Fail To Yield Row Left	\$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	\$114.00
701	O	No Sign Permit	\$281.00
702	O	City Ordinance - Violation Of Sec 18-166	\$581.00
704	O	City Ordinance - Nuisance-Odors	\$281.00
705	T	Obstructing Fire Hydrant	\$281.00
706	O	City Ordinance - Nuisance-All Types Noises	\$281.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	\$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	\$281.00
710	O	City Ordinance - Prohibited Signs	\$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	\$281.00
712	O	City Ordinance - Waste Material Containers Collection	\$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	\$281.00
715	O	City Ordinance - Nuisances-Noise	\$281.00
718	S	Paint Spray Booth Ifc 1504.1	\$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	\$224.00
721	O	No Stopping/Standing/Pk In Roadway	\$281.00
722	O	Section 18-164 Nuisance	\$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	\$281.00
726	O	City Ordinance - Livestock In Residential Area	\$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	\$281.00
731	S	Train Obstructing Crossing	\$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	\$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	\$281.00
750	O	City Ordinance - Digging Out	\$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	\$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	\$134.00
754	O	City Ordinance - Animal Quarantine	\$134.00
755	O	City Ordinance - Fire Code Locked Exits	\$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	\$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	\$331.00
758	O	City Ordinance - Noisy Vehicles	\$281.00
759	O	City Ordinance - Illegal Dumping	\$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	\$281.00
761	O	City Ordinance - Junk Vehicle	\$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	\$581.00
763	O	City Ordinance - Water-Emergency Rationing	\$281.00
765	O	City Ordinance - Fireworks	\$1,000.00

766	O	City Ordinance - Collection By City Only	\$581.00
767	O	City Ordinance - Certificate Of Occupancy	\$281.00
769	S	Storage/Use Hazardous Materials	\$1,000.00
770	S	Occupancy Prohib Before Approval	\$581.00
771	S	Combustible Waste Dumpster Permit	\$581.00
772	O	C/C Maint Sprinkler System	\$1,000.00
773	O	C/C Maint Fire Alarm System	\$1,000.00
775	O	City Ordinance - No Development Permit	\$281.00
776	O	City Ordinance - Soliciting With No Permit	\$300.00
777	S	Access To Electrical Panels	\$331.00
778	S	Exit Sign Must Be Lighted	\$581.00
779	O	City Ordinance - Driveway Surface	\$281.00
780	O	City Ordinance - Violation Sec 36-27	\$2,081.00
781	O	City Ordinance - Discharge Wastewater	\$281.00
789	O	City Ordinance - Unlicensed Wrecker	\$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	\$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	\$281.00
792	O	City Ordinance- No Building Permit	\$281.00
793	O	City Ordinance- Attention Getting Device	\$281.00
803	S	Furnish Alcohol To Minor	\$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	\$281.00
812	S	D.O.C. Public Exposure	\$316.00
815	S	Assault By Threat	\$316.00
816	S	Assault By Physical Contact	\$316.00
830	S	Sale Of Alcohol To Certain Persons	\$281.00
832	S	Possess Intoxicants On School Property	\$281.00
847	S	Theft Of Service	\$316.00
855	S	Littering	\$281.00
863	S	Consume Alcohol During Prohibited Hours	\$281.00
864	S	Contempt For Disobeying Court Order	\$81.00
865	S	Contempt Of Court	\$281.00
867	O	City Ordinance - Curfew-Nighttime	\$214.00
868	O	City Ordinance - Curfew-Daytime	\$214.00
869	S	Fail To Attend School	\$265.00
871	S	Electrical Hazards	\$331.00
872	S	Exit Signs Fire Code	\$581.00
873	S	Disruption Of Transportation	\$281.00
874	S	Disruption Of Classes	\$281.00
875	S	Criminal Trespass	\$316.00
876	S	Trespass -School Grounds	\$281.00
878	S	Disruption Of School Activities	\$281.00
1000	S	Criminal Mischief/Class C	\$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	\$581.00
1010	S	Reckless Damage Or Destruction	\$316.00
1020	S	Theft	\$316.00
1105	T	Use Wireless Communication Device In School Zone	\$359.00
1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	\$233.00
1130	S	Failure To Identify	\$316.00
1170	S	D.O.C. Obscene Language	\$316.00
1171	S	D.O.C. Offensive Gesture/Display	\$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	\$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	\$281.00

1174	S	D.O.C. Unreasonable Noise	\$316.00
1175	S	D.O.C. Fighting With Another	\$281.00
1176	S	D.O.C. Window Peeping-Dwelling	\$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	\$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	\$316.00
1180	S	Make Firearm Accessible To A Child	\$316.00
1181	S	Obscene Display	\$316.00
1210	S	Smoking Tobacco-Prohibited Areas	\$316.00
1220	S	Public Intoxication	\$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	\$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	\$281.00
2001	S	Sale To Certain Persons	\$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	\$281.00
2090	S	Sale Of Tobacco Products To A Minor	\$281.00
2091	S	Sell Cig/Tob Products W/O Permit	\$281.00
2100	S	Possession Of Drug Paraphernalia	\$281.00
2200	T	Fail To Set Park Brake	\$134.00
273E	T	Fictitious Inspection Sticker	\$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	\$281.00
3001	T	Speeding <i>See Chart</i>	
3002	T	Unsafe Speed/Too Fast For Conditions	\$274.00
3003	T	Impeding Traffic	\$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	\$274.00
3005	T	Fail To Yield R-O-W	\$274.00
3006	T	Ran Stop Sign	\$274.00
3007	T	Ran Red Light	\$274.00
3008	T	Disregard Flashing Yellow Signal	\$274.00
3009	T	Changed Lane When Unsafe	\$274.00
3011	T	Turned Left From Wrong Lane	\$274.00
3012	T	Turned Right From Wrong Lane	\$274.00
3013	T	Cut Corner Left Turn	\$274.00
3014	T	Improper Turn	\$274.00
3015	T	Drove On Wrong Side Of Road	\$274.00
3016	T	Drove Wrong Way On One-Way Roadway	\$274.00
3017	T	Following Too Closely	\$284.00
3018	T	Passed - Insufficient Clearance	\$274.00
3019	T	Disregard No Passing Zone	\$274.00
3020	T	Illegal Pass On Right	\$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	\$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	\$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	\$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	\$581.00
3026	T	Parking On Roadway	\$274.00
3028	T	Crossing Physical Barrier	\$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	\$254.00
3032	T	No Seat Belt - Driver	\$194.00
3033	T	No Seat Belt - Passenger	\$194.00
3034	T	Child (8 -16) Not Secured By Safety Belt	\$194.00
3038	T	Operate Vehicle With Child In Open Bed	\$274.00
3039	T	Speeding Over 15mph (Cdl Only)	\$134.00
3045	T	Fail To Give Information/Render Aid<\$200	\$221.00
3049	T	Fail To Maint. Fina. Resp	\$296.00
3050	T	Fail To Control Speed	\$274.00

3051	T	Operating Veh Below Posted Min Speed	\$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	\$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	\$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	\$274.00
3055	T	Fail To Yield R-O-W Turning Left	\$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	\$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	\$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	\$274.00
3059	T	Disregard Official Traffic Control Device	\$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	\$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	\$274.00
3062	T	Lack Of Caution Turning On Green Arrow	\$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	\$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	\$274.00
3065	T	Disregard Warning Sign At Construction	\$274.00
3066	T	Drove Through Safety Zone	\$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	\$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	\$274.00
3069	T	Disregard Lane Control Signal	\$274.00
3070	T	Failed To Maintain Single Lane	\$274.00
3071	T	Disregard No Lane Change Sign	\$274.00
3072	T	Disregard Signal At Rr Crossing	\$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	\$274.00
3074	T	Failed To Stop At Marked Rr Crossing	\$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	\$274.00
3076	T	Turned Across Dividing Section	\$274.00
3077	T	Improper Rt Turn Too Wide	\$274.00
3078	T	Disregard Turn Marks	\$274.00
3079	T	Made U Turn On Curve Or Hill	\$274.00
3080	T	Turned When Unsafe	\$274.00
3081	T	Crossing Property (Cut Corner)	\$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	\$274.00
3084	T	Fail To Signal Lane Change	\$274.00
3085	T	Failed To Give One-Half Of Roadway	\$274.00
3086	T	Fail To Pass On Right	\$274.00
3088	T	Drove On Wrong Side Of Divided Highway	\$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	\$274.00
3090	T	Drove Wrong Way In Designated Lane	\$274.00
3091	T	Wrong Side Of Road - No Passing	\$274.00
3092	T	Cut In After Passing	\$274.00
3096	T	Failed To Signal Turn	\$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	\$274.00
3099	T	Improper Turn Or Hand Signal	\$274.00
3101	T	Driving While License Suspended/Invalid	\$381.00
3103	S	No Driver's License	\$189.00
3106	S	Violate DI Restriction	\$189.00
3107	S	Permit Unlawful Use Of DI	\$189.00
3112	T	Motorcycle No Endorsement	\$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	\$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	\$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	\$147.00
3121	T	Disregard Police Officer	\$274.00
3124	T	Failed To Give Way When Overtaken	\$274.00

3125	T	Increase Speed While Being Overtaken	\$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	\$274.00
3131	T	Failed To Stop For Approaching Train	\$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	\$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	\$181.00
3155	T	Failed To Dim Headlights - Meeting	\$189.00
3156	T	Failed To Dim Headlights - Following	\$189.00
3161	S	No Mounted Head Lamp	\$156.00
3162	T	Defective Head Lamp	\$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	\$209.00
3166	T	No Tail Lamps(S)-Not Equipped	\$209.00
3167	T	Defective Tail Lamp(S)	\$209.00
3168	T	Tail Lamp(S) Improperly Located	\$209.00
3169	T	No Stop Lamp(S)	\$209.00
3170	T	Defective Stop Lamp(S)	\$209.00
3172	T	Defective Turn Signal Lamp(S)	\$209.00
3174	T	Defective Parking Lamp(S)	\$209.00
3175	T	Improper Use Of Back-Up Lamps	\$209.00
3186	T	White Lights Showing To Rear	\$209.00
3194	T	Coasting	\$274.00
3198	T	Drove Without Lights (When Required)	\$274.00
3202	T	Violate Operating Hours-Minor	\$189.00
3204	T	Passing Emergency Vehicle	\$274.00
3205	T	Expired Motor Vehicle Inspection	\$177.00
3207	T	Motorcycle Operator Without Approved Headgear	\$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	\$151.00
3225	T	Unnecessary Use Of Horn	\$334.00
3227	T	Muffler Violation	\$214.00
3229	T	Defective Exhaust Emission System	\$214.00
3231	T	Illegal Window Tinting	\$209.00
3233	T	Defective Windshield Wiper	\$209.00
3251	T	No Front Seat Belts (Required)	\$194.00
3252	P	Parked Within An Intersection	\$187.00
3253	P	Parked On A Crosswalk	\$82.00
3259	T	Expired Driver's License	\$189.00
3260	T	Expired Commercial Driver's License	\$189.00
3263	T	Fail To Display Driver's License	\$189.00
3264	T	Fail To Change Address Driver's License	\$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	\$274.00
3273	T	Duties Upon Striking A Fixed Object	\$221.00
3274	T	No License Plate Light	\$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	\$156.00
3284	P	Parked Double	\$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	\$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	\$274.00
3300	T	More Than One License (Cdl)	\$189.00
3301	T	No Commercial Driver's License (Cdl)	\$189.00
3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	\$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	\$189.00
3304	T	False Statement On Cdl Application Or Certificate	\$189.00
3305	T	Endorsement Violation On Cdl	\$234.00
3306	T	Restriction Violation - Cdl	\$181.00
3309	S	Open Container- Driver	\$581.00

3312	T	Negligent Collision	\$274.00
3314	S	Interfere With Funeral Procession	\$369.00
3315	T	Drove On Sidewalk	\$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	\$274.00
3320	T	Obstructing Traffic	\$274.00
3323	S	Open Container-Passenger	\$581.00
3333	T	Violate Promise To Appear	\$226.00
3337	S	Failure To Appear/Bail Jumping	\$226.00
3341	T	Driving Around Warning Signs/ Barricades	\$274.00
3342	T	Disregard Warning Signs Or Barricades	\$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	\$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	\$154.00
3519	S	Jaywalking	\$281.00
3528	S	Pedestrian Walking Wrong Way	\$281.00
3550	P	Blocking Handicap Access	\$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	\$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	\$185.00
3553	S	Handicap Parking Violations	\$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	\$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	\$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	\$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	\$82.00
3561	P	Parked Facing Traffic	\$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	\$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	\$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	\$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	\$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	\$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	\$82.00
3582	T	Disregard Pedestrian Control Signal	\$274.00
3589	T	Crossed Fire Hose Without Permission	\$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	\$274.00
3591	T	Following Ambulance	\$334.00
3594	P	Obstructing Fire Apparatus	\$281.00
3622	T	Improperly Secured Tailgate	\$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	\$156.00
3656	T	Display Expired Registration	\$177.00
3658	T	Display Unclean License Plates	\$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	\$177.00
3668	T	Operate Unregistered Motor Vehicle	\$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	\$254.00
3800	S	Minor - In Possession Alcohol	\$281.00
3801	S	Minor - Attempt To Purchase Alcohol	\$281.00
3802	S	Minor - Purchase Alcohol	\$281.00
3803	S	Minor - Consumption Of Alcohol	\$281.00
3804	S	Minor - Misrepresentation Of Age	\$154.00
3805	S	Minor - Public Intoxication	\$281.00
3806	S	Minor - Driving Under The Influence	\$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	\$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	\$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	\$281.00
840E	T	Fleeing From A Police Officer	\$281.00
9005	S	Overweight 20,001-40,000	\$5,081.00

3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	\$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	\$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	\$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	\$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	\$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	\$274.00
3052A	T	Failed To Yield At Stop Intersection	\$274.00
3096A	T	Failed To Signal Turn	\$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	\$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	\$274.00
3162A	T	Defective Head Lamps (Motorcycle)	\$209.00
3213E	T	Defective Brakes	\$209.00
3554F	P	Parked In Fire Lane	\$500.00
3591A	T	Following Fire Apparatus	\$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	\$201.00
9008B	S	Failure To Display Medical Certificate	\$201.00
9049A	S	Cmv Miscellaneous	\$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	\$201.00

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Adopt, **on First and Only Reading**, Ordinance No. 2023-26, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2); Approving and Authorizing a Master Indenture of Trust and Second Supplemental Indenture of Trust and other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

Background:

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2023-26 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 2. The Ordinance will also approve and authorize an Indenture of Trust and Agreement connected to the sale of bonds.

Origination: Project Management

Recommendation:

Adopt Ordinance No. 2023-26 on **First and Only Reading**, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 2.

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. 2023-26

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2); APPROVING AND AUTHORIZING A MASTER INDENTURE OF TRUST AND SECOND SUPPLEMENTAL INDENTURE OF TRUST AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Raburn Reserve Public Improvement District (the “District”), pursuant to Resolution adopted by the City Council of the City (the “City Council”) on October 7, 2019 as amended on November 4, 2019 and December 7, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on September 19, 2023, regarding the levy of special assessments on property within Improvement Area #2 of the District, and after the conduct of such public hearing has adopted an Ordinance (the “Assessment Ordinance”); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the “Service and Assessment Plan”) relating to the District and levied the assessments (the “Assessments”) against property within Improvement Area #2 of the District (the “Assessed Property”), as set forth in the Improvement Area #2 Assessment Roll. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments on Assessed Property in Improvement Area #2 of the District (the “Improvement Area #2 Bonds”) for the purposes of (i) paying the costs of the Authorized Improvements in Improvement Area #2 identified in the Service and Assessment Plan, (ii) paying capitalized interest on Improvement Area #2 Bonds, (iii) funding a reserve fund for payment of principal and interest on Improvement Area #2 Bonds, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuing Improvement Area #2 Bonds; and

WHEREAS, the City Council has previously found and determined to approve the issuance of the Improvement Area #2 Bonds to finance the Authorized Improvements identified in the Service and Assessment Plan on the terms described herein, and has approved the form, terms and provisions of the Master Indenture (as defined herein); and

WHEREAS, the City has previously issued its City of Tomball Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2) (the “Series 2023 Bonds”) containing a pledge of the Assessments on Assessed Property in Improvement Area #2 to fund a portion of the Authorized Improvements in Improvement Area #2; and

WHEREAS, the Series 2023 Bonds are Improvement Area #2 Bonds issued pursuant to the terms of the Master Indenture, which also authorizes the issuance of additional Improvement Area #2 Bonds; and

WHEREAS, the City Council has found and determined to approve the issuance of the Series 2023 Bonds (defined herein) as additional Improvement Area #2 Bonds pursuant to the terms of the Master Indenture, to finance a portion of the Authorized Improvements as set forth in the Service and Assessment Plan on the terms described herein, and to approve the form, terms and provisions of the Second Supplemental Indenture (as defined herein); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

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

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

Section 3. Approval of Second Supplemental Indenture and Series 2023 Bonds. The City of Tomball, Texas Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #2)(the “Series 2023 Bonds”) shall be issued as Improvement Area #2 Bonds pursuant to and secured under the Master Indenture and under that certain Second Supplemental Indenture dated August 15, 2023 by and between the City and The Wilmington Trust, National Association, as trustee (the “Second Supplemental Indenture” and together with the Master Indenture, the “Indentures”). The Second Supplemental Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Second Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the Second Supplemental Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 4. Sale of Bonds. The sale of the Series 2023 Bonds shall be pursuant to the provisions of the Master Indenture and the Second Supplemental Indenture.

Section 5. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2023 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #2 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 6. Approval of Service and Assessment Plan. The Amended and Restated Service and Assessment Plan as presented at the meeting and as updated to reflect the issuance of the Series 2023 Bonds is hereby approved.

Section 7. Continuing Disclosure Agreement. The City shall provide continuing disclosure for the Series 2023 Bonds as set forth in the Second Supplemental Indenture. In connection with its continuing disclosure obligations for the Series 2023 Bonds, the City hereby ratifies the approval of that certain Master Agreement for Dissemination Agent Services (the “Master Agreement”) by and between the City and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as presented at the meeting.

Section 8. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City

payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

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

FIRST AND ONLY READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF AUGUST 2023.

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

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Adopt, **on First and Only Reading**, Ordinance No. 2023-27, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #3); Approving and Authorizing a Master Indenture of Trust and First Supplemental Indenture of Trust and other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

Background:

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2023-27 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 3. The Ordinance will also approve and authorize an Indenture of Trust and Agreement connected to the sale of bonds.

Origination: Project Management

Recommendation:

Adopt Ordinance No. 2023-27 on **First and Only Reading**, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 3.

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2023-27

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL SPECIAL ASSESSMENT REVENUE BONDS, (RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3); APPROVING AND AUTHORIZING A MASTER INDENTURE OF TRUST AND FIRST SUPPLEMENTAL INDENTURE OF TRUST AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Raburn Reserve Public Improvement District (the “District”), pursuant to ”), pursuant to Resolution adopted by the City Council of the City (the “City Council”) on October 7, 2019 as amended on November 4, 2019 and December 7, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on August 21, 2023, regarding the levy of special assessments on property within Improvement Area #3 of the District, and after the conduct of such public hearing has adopted an Ordinance (the “Assessment Ordinance”); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the “Service and Assessment Plan”) relating to the District and levied the assessments (the “Assessments”) against property within Improvement Area #3 of the District (the “Assessed Property”), as set forth in the Improvement Area #3 Assessment Roll. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments on Assessed Property in Improvement Area #3 of the District (the “Improvement Area #3 Bonds”) for the purposes of (i) paying a portion of the Improvement Area #3 Costs identified in the Service and Assessment Plan, (ii) paying capitalized interest on Improvement Area #3 Bonds, (iii) funding a reserve fund for payment of principal and interest on Improvement Area #3 Bonds, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuing Improvement Area #3 Bonds; and

WHEREAS, the City Council has found and determined to (i) approve the issuance of the Improvement Area #3 Bonds to finance the Improvement Area #3 Costs identified in the Service and Assessment Plan on the terms described herein, (ii) approve the form, terms and provisions of the Master Indenture (as defined herein) and First Supplemental Indenture (as defined herein); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

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

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

Section 3. Approval of Second Supplemental Indenture and Series 2023 Bonds. The issuance of Improvement Area #3 Bonds for the purpose of providing funds for (i) paying a portion of the Improvement Area #3 Costs, (ii) paying capitalized interest on the Bonds, (iii) funding the Bond Reserve Account of the Reserve Fund, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of each series of Improvement Area #3 Bonds, are hereby authorized and approved.

- (a) The Improvement Area #3 Bonds shall be issued and secured under that certain Master Indenture of Trust dated August 15, 2023 by and between the City and The Bank of New York Mellon Trust Company, National Association, as trustee (the “Master Indenture”), and pursuant to supplemental indentures for each series as authorized by the Master Indenture. Such Master Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Master Indenture. The Mayor of the City is hereby authorized and directed to execute the Master Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.
- (b) The Improvement Area #3 Bonds issued pursuant to the Master Indenture shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in a supplemental indenture. The Improvement Area #3 Bonds shall be in substantially the form set forth in the Master Indenture and in a supplemental indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Improvement Area #3 Bonds. The Improvement Area #3 Bonds shall be payable from and secured solely by the Assessments levied on the Assessed Property for the Improvement Area #3 Costs, as set forth in the Service and Assessment Plan and other assets of the “Trust Estate” (as defined in the Indentures) pledged to such Improvement Area #3 Bonds, and shall never be payable from ad valorem taxes.

Section 4. Approval of First Supplemental Indenture and Series 2023 Bonds. The City of Tomball, Texas Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #3 Project)(the “Series 2023 Bonds”) shall be issued and secured under the Master Indenture and under that certain first supplemental indenture of trust dated August 15, 2023 by and between the City and The Bank of New York Mellon Trust Company, National Association, as trustee (the “First Supplemental Indenture” and together with the Master Indenture, the “Indentures”). The First Supplemental Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the First Supplemental Indenture. The Mayor of the City is hereby authorized and directed to execute the First Supplemental Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

Section 5. Sale of Bonds. Improvement Area #3 Bonds shall be sold pursuant to the provisions of the Master Indenture and supplemental indentures. The Series 2023 Bonds shall be sold as set forth in the First Supplemental Indenture.

Section 6. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2023 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #3 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 7. Continuing Disclosure Agreement. The City shall provide continuing disclosure for the Series 2023 Bonds as set forth in the First Supplemental Indenture. Continuing disclosure agreements for additional series of Improvement Area #3 Bonds issued pursuant to the Master Indenture shall be approved in a Supplemental Indenture. In connection with its continuing disclosure obligations for the Series 2023 Bonds, the City hereby approves that certain Master Agreement for Dissemination Agent Services (the “Master Agreement”) by and between the City

and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as presented at the meeting. The City Manager or the Mayor are hereby authorized to execute such Master Agreement.

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

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

FIRST AND ONLY READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF AUGUST 2023.

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

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 21, 2023

Topic:

Approve Resolution Number 2023-28, a Resolution of the City Council of the City of Tomball, Texas approving an Amended and Restated Reimbursement Agreement relating to the Raburn Reserve Public Improvement District – Improvement Area Three (IA3).

Background:

Resolution Number 2023-28 approves an Amended and Restated Reimbursement Agreement for Raburn Reserve Section Three. This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (HT Raburn Reserve Development, L.P.) for the PID eligible authorized improvements in Raburn Reserve Improvement Area #3, with a not to exceed amount of \$2,308,000, plus accrued interest, to be paid from assessments levied against properties in Raburn Reserve PID Improvement Area #3, and pursuant to the adopted Service and Assessment Plan (SAP).

Origination: Project Management

Recommendation:

Staff recommends approving Resolution Number 2023-28 and authorizing the execution of the Amended and Restated Reimbursement Agreement for Raburn Reserve Improvement Area Three (IA3).

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

FUNDING (IF APPLICABLE)

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

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

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

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

RESOLUTION NO. 2023-28

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

* * * * *

WHEREAS, on November 4, 2019 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 105 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, on December 7, 2020 the City Council passed and approved a resolution amending and restating the resolution creating the Raburn Reserve Public Improvement District (the “District”) covering approximately 107.4288 acres of land described by metes and bounds in said Resolution (the “District Property”); and

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

WHEREAS, the District Property is being developed in accordance with that certain “Raburn Reserve Development Agreement,” executed by and between the Developer, and the City effective December 7, 2019, as amended by that certain “First Amendment to Raburn Reserve Development Agreement,” executed by and between HT Raburn Reserve Development L.P. a Texas limited partnership, (the “Developer”) and the City effective June 15, 2020 (together, the “Development Agreement”); and

WHEREAS, the District Property is being developed in improvement areas (each an “Improvement Area”), and special assessments for each Improvement Area have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer

a special benefit on the Assessed Property within such Improvement Area; and

WHEREAS, the Developer is constructing certain public improvements in Improvement Area #3 (the “Improvement Area #3 Improvements”) to serve Improvement Area #3 of the District Property, as to be described and depicted in the Service and Assessment Plan (the ”SAP”); and

WHEREAS, the City and the Developer desire to approve this Reimbursement Agreement (the “Reimbursement Agreement”) to evidence the City’s intention to reimburse the Developer for all or a portion of the costs of the Authorized Improvements within Improvement Area #3 of the District from Improvement Area #3 Assessments levied on assessable property within Improvement Area #3 of the District; and

WHEREAS, the City is levying assessments against District Property in Improvement Area #3 (the Improvement Area #3 Assessments) for the financing of the Improvement Area #3 Assessments pursuant to an ordinance dated the date hereof; and

WHEREAS, the City is issuing its Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #3) (the “Bonds”) pursuant to an ordinance dated the date hereof, the proceeds of which shall pay or reimburse the Developer for a portion of the costs of the Improvement Area #3 Improvements pursuant to the SAP; and

WHEREAS, the City and the Developer now desire approve the Reimbursement Agreement to memorialize the amount of reimbursement due to the Developer for the costs of the Improvement Area #3 Improvements subsequent to the issuance of the Bonds;

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

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

Section 2. The City Council hereby approves the Reimbursement Agreement in substantially the

form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

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

PASSED, APPROVED, AND RESOLVED this 21ST day of AUGUST 2023.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

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**RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 REIMBURSEMENT AGREEMENT**

This Raburn Reserve Public Improvement District Improvement Area #3 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and HT Raburn Reserve Development L.P. a Texas limited partnership, (the “Developer”) (referred to as a “Party” and collectively as the “Parties”) to be effective as of August 21, 2023 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Raburn Reserve Amended and Restated Public Improvement District Service and Assessment Plan*, to be approved by the City at the time of the City’s levy of assessments, as the same may be amended, supplemented, and updated from time to time (the “SAP”); and

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

WHEREAS, the District Property is being developed in accordance with that certain “Raburn Reserve Development Agreement,” executed by and between the Developer, and the City effective December 7, 2019, as amended by that certain “First Amendment to Raburn Reserve Development Agreement,” executed by and between the Developer and the City effective June 15, 2020 (together, the “Development Agreement”); and

WHEREAS, the District Property is being developed in improvement areas (each an “Improvement Area”), and special assessments for each Improvement Area have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such 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, the Developer is constructing certain public improvements in Improvement Area #3 (the “Improvement Area #3 Improvements”) to serve Improvement Area #3 of the District Property, service and assessment Plan (the “SAP”); and

WHEREAS, the City shall levy assessments against District Property in Improvement Area #3 (the Improvement Area #3 Assessments) for the financing of the Improvement Area #3 Assessments; and

WHEREAS, the City and the Developer desire to memorialize the reimbursement due to the Developer for the costs of the Improvement Area #3 Improvements pursuant to the SAP; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area #3 Assessments and the annual installments of the Improvement Area #3 consisting of principal and interest pursuant to this Agreement and the SAP (the “Improvement Area #3 Assessment Revenue”) shall be deposited first for the payment of debt service on any bonds issued by the City for the financing of the Improvement Area #3 Improvements and second, into an assessment fund and accounts therein for Improvement Area #3, that is segregated from all other funds of the City (the “Improvement Area #3 Reimbursement Fund”); and

WHEREAS, the Improvement Area #3 Assessment Revenue deposited into the Improvement Area #3 Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Improvement Area #3 Improvements advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, the obligations of the City to use the Improvement Area #3 Assessments hereunder is authorized by the PID Act;

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

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with Development Agreement and the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Improvement Area #3 Improvements paid by the Developer as to be set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed \$2,308,000 as set forth in the SAP (the “Reimbursement Obligation”), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Improvement Area #3 Reimbursement Fund”. The Reimbursement Obligation is payable from Improvement Area #3 Assessment Revenue to be deposited in the Improvement Area #3 Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
 - a. The Reimbursement Obligation is payable solely from: (i) Improvement Area #3 Assessment Revenue received and collected by the City from Improvement Area #3 Assessments deposited to the Improvement Area #3 Reimbursement Fund after the payment of debt service on any outstanding bonds issued with a pledge of the Improvement Area #3 Assessment Revenue (the “Improvement Area #3 Bonds”) (ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City administrative expenses) of one or more series of Improvement Area #3 Bonds issued by the City to fund all or a portion of the Reimbursement Obligation in accordance with the terms of the Development Agreement and the SAP and secured by the Improvement Area #3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #3 Assessment Revenue shall be received, collected and deposited into the Improvement Area #3 Reimbursement Fund subject to the following limitations:
 - i. Calculation of the Improvement Area #3 Assessments and the first annual installment for a Lot or Parcel in Improvement Area #3 of the District shall begin as shall be provided in the SAP.
 - ii. Improvement Area #3 Assessments collected for the Reimbursement Obligation shall accrue simple interest annually at the rate to be set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Improvement Area #3 Assessments only for the portion of the Improvement Area #3 Assessment that is not allocated to outstanding Improvement Area

#3 Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Improvement Area #3 Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Improvement Area #3 Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.

- iii. Improvement Area #3 Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the Improvement Area #3 Reimbursement Fund after the payment of debt service on outstanding Improvement Area #3 Bonds.
 - iv. The Developer shall receive the Reimbursement Obligation in annual installments as to be set forth in the SAP and in Section 3 below from the Improvement Area #3 Reimbursement Fund, for the time period to be set forth in the SAP or until Improvement Area #3 Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above. The Improvement Area #3 Reimbursement Amount as set forth in the SAP shall control over any amounts set forth in this Agreement.
 - v. The unpaid Improvement Area #3 Reimbursement Amount shall bear simple interest per annum beginning on the date and at the rate of ____% as set forth in the Service and Assessment Plan and shall comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Improvement Area #3 Bonds for the payment of the Improvement Area #3 Improvement Costs, the Assessments shall bear interest at the rate of the Future Improvement Area #3 Bonds plus additional interest as set forth in the Service and Assessment Plan, and interest on the Improvement Area #3 Reimbursement Amount pursuant to this section shall cease.
3. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Improvement Area #3 Assessment Revenue received and collected for such purpose and deposited into Improvement Area #3 Reimbursement Fund subject to Section 2(a)(iii), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Improvement Area #3 Assessment Revenue from the Improvement Area #3 Reimbursement Fund after the payment of debt service on outstanding Improvement Area #3 Bonds, shall be made annually to the Developer upon approval by the City of the submitted cost information and subject to the term of this Reimbursement Agreement and the SAP as set forth in Section 22. The outstanding Unpaid Balance and the

Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the Improvement Area #3 Reimbursement Fund.

4. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #3 Assessment Revenue received, collected and deposited into the Improvement Area #3 Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #3 Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Improvement Area #3 Bonds, and, as a result, is unable to make transfers from the Improvement Area #3 Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Improvement Area #3 Improvement Costs as set forth in the Service and Assessment Plan. If the Improvement Area #3 Improvement Costs are less than the amounts set forth in Service and Assessment Plan, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Improvement Area #3 Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Improvement Area #3 Improvements, and for any costs incurred in the administration and operation of the District, shall be as set forth in and subject to the terms and provisions of the Improvement Area #3 Bond Indenture relating to the Improvement Area #3 Bonds, including the form of a certification for payment (a "Certification for Payment") as provided in the Improvement Area #3 Bond Indenture.
6. Improvement Area #3 Bonds may be issued to fund the cost of Improvement Area #3 Improvements as set forth in the SAP. If Improvement Area #3 Assessments are levied concurrently with the issuance of Improvement Area #3 Bonds, such Improvement Area #3 Bond proceeds shall reimburse or pay directly the costs of the Improvement Area #3 Improvements, as set forth in an indenture. If Improvement Area #3 Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Improvement Area #3 Assessments, the net proceeds of such Improvement Area #3 Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Improvement Area #3 Improvements as set forth in the SAP. However, no Improvement Area #3 Bonds shall be issued unless the funds necessary to complete the Improvement Area #3 Improvements are deposited with the net proceeds of the applicable

series of Improvement Area #3 Bonds on the closing date of such Improvement Area #3 Bonds, or alternately, (i) the Developer has expended funds (verified by the City) for construction of the Improvement Area #3 Improvements to be financed with the Improvement Area #3 Bonds in an amount that is greater than the deposit that would have otherwise been required at the time such Improvement Area #3 Bonds are issued, or (ii) Developer and the City have made other arrangements acceptable to the City in its sole discretion. The Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Improvement Area #3 Bonds to fund the Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the expiration of the Improvement Area #3 Assessments as set forth in the SAP, or (iii) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Development Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Improvement Area #3 Improvements in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any Improvement Area #3 Improvement that is not part of the Improvement Area #3 Improvement identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Improvement Area #3 Reimbursement Fund.

7. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City's acceptance of the Improvement Area #3 Improvements, pursuant to the City's customary process, and submittal of sufficient documentation as reasonably determined by the City's PID Administrator that reflect the Improvement Area #3 Improvement Costs paid by Developer (a "Reimbursement Payment Request") in a form acceptable to the City and the City's PID Administrator. Upon the issuance of Improvement Area #3 Bonds, payment of the Improvement Area #3 Improvements Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.
8. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule

15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to the assignment of this Reimbursement Agreement or any revenues received hereunder.

9. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #3 Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
10. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #3 Improvement, and, upon completion, inspection and acceptance, convey each such Improvement Area #3 Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the Improvement Area #3 Bond Indenture (in the event Improvement Area #3 Bonds are issued) or in the Improvement Area #3 Reimbursement Fund to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Improvement Area #3 Improvements, required in connection with the development of the land within the PID.
11. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area #3 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
12. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.

13. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

City Manager
401 Market Street
Tomball, TX 77375

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

To the Developer: Attn: Carson Nunnley
Hines Acquisitions LLC
609 Main Street, Suite 2400
Houston, Texas 77002

With a copy to: c/o HT Raburn Reserve Development L.P.
Attn: Corporate Counsel
609 Main Street, Suite 2400
Houston, Texas 77002

14. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.

15. Remedies:

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30

days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.

- b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
- i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR
 - vi. The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days.
 - vii. A Developer event of default under the Development Agreement.
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
 - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
 - e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
16. THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND HOLD HARMLESS THE CITY'S INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #3 IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO

THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.

17. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Improvement Area #3 Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Improvement Area #3 Bonds or the SAP shall control as the provisions relate to the Improvement Area #3 Assessments.
18. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
19. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
20. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
21. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable

against such Party, in accordance with its terms and conditions and to the extent provided by law.

22. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
23. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
24. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Improvement Area #3 Bonds to fund the Reimbursement Amount, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If the Developer defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements benefitting Improvement Area #3 that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.
25. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
26. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary

business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

27. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
28. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit
29. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Indenture against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit

30. The Developer agrees to either (i) file a Texas Ethics Commission Disclosure of Interested Parties form to the City or (ii) represent in writing that it is exempt from filing of such

form, no later than the date upon which the City Council approves this Reimbursement Agreement

[SIGNATURE PAGES TO FOLLOW]

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

ATTEST:

CITY OF TOMBALL

City Secretary

Mayor

APPROVED AS TO FORM

City Attorney

HT RABURN RESERVE DEVELOPMENT LP

By: HT Raburn Reserve Development LLC, its general partner

By: HT Raburn Reserve LP, its sole member

By: Hines Raburn Reserve LLC, its general partner

By: Hines Raburn Reserve Associates LP, its sole member

By: Hines Investment Management Holdings Limited Partnership, its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its sole member

By: JCH Investments, Inc.,
its general partner

By: _____

Name: _____

Title: _____

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