

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



**Monday, September 19, 2022
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, September 19, 2022 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 CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR SEPTEMBER 19, 2022, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38)

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

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 838 2740 2899, Passcode: 021791. 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 Kevin Bowles - Redeemer Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions: *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take*

place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

E. Presentations

- Proclamation – October 2 through October 8, 2022 is “**2022 Tomball Fire Prevention Week**”
- Proclamation – October is “**Community Planning Month**”

F. Reports and Announcements

1. Announcements

- I. October 4, 2022 – **12th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 9:00 a.m.-1:00 p.m.
- II. October 4, 2022 – **National Night Out** at the Depot
- III. October 8, 2022 – **Spooktacular 2nd Saturday at the Depot** – 5:00 p.m.-10 p.m.
- IV. October 10, 2022 – **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection** at Lone Star College-Tomball, Beckendorf Conference Center – 9:30 a.m.-12:00 p.m.
- V. October 15, 2022 – **The Big Show**, hosted by the Tomball Rotary at the Depot
- VI. October 22, 2022 – **Bluegrass and Fall Festival** at the Depot – 11:00 a.m.-6 p.m.

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

- I. Sasha Smith – Report on the Success of the “**9-11 21st Anniversary Remembrance**” Event

G. Approval of Minutes

1. Approve the Minutes of the following Meetings:

- September 6, 2022 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
- September 6, 2022 Regular Tomball City Council Meeting

H. 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. 2022-22, an ordinance of the City of Tomball, Texas amending its Code of Ordinances by adding Section 40-81 (Driveway and Access Management) to Article III, Design Standards of Chapter 40, Subdivisions; 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
2. Adopt, on Second Reading, Ordinance No. 2022-29, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2022-2023; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2021-2022 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance
3. Adopt, on Second Reading, Ordinance Number 2022-31, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Wood Leaf 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.

I. 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 Resolution No. 2022-42, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 56th Annual Tomball Holiday Parade, “A

Cowboy Christmas”, to be held in Tomball on Saturday, November 19, 2022, and to Approve Requested Street Closures and In-Kind Services

2. Approve Applications for Grants from FY 2021-2022 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$35,000
3. Approve request from the Tomball Museum Center to receive assistance for the Antique Car Social on Saturday, October 8th, 10 a.m.- 2 p.m.
4. Approve Request by Tomball High School for In-Kind Services from Police, Fire and Public Works for the 15th Annual Homecoming Parade & Community Rally at the Depot on Wednesday, October 5, 2022
5. Approve Request from Tomball Sister City Organization for City Support and In-Kind Services for the German Christmas Market – Depot Plaza and Market Street – December 9-11, 2022

J. New Business

1. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
 - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
 - Sec. 551.076 – Deliberation Regarding Security Devices Or Security Audits
2. Approve Resolution No. 2022-43, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2023 General Assembly
3. Approve Applications for Grants from FY 2022-2023 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$35,000; Spring Creek County Historical Association, \$35,000; Tomball Sister City Organization, \$160,000; and Houston Repertoire Ballet, \$19,000
4. Approve Resolution No. 2022-41, a Resolution of the City of Tomball, Texas, approving the Master Fee Schedule for Fiscal Year 2022-2023
5. Approve Interlocal Agreement between the City of Tomball and Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After Normal Campus Hours

6. Approve Proposed Amendments to Interlocal Agreement between the City of Tomball and Tomball Independent School District (TISD), Affording the Tomball Police Department the Ability to Assign a total of Sixteen (16) Student Resource Officers (SROs) to TISD Campuses by the End of the Current Academic Calendar Year 2022-2023
7. Approve the Proposed Tax Rate of \$0.287248/\$100 for Tax Year 2022 and Set the Dates to Vote on the Proposed Tax Rate for October 3, 2022 and October 17, 2022
8. Announce that City Council will Vote on the 2022 Tax Rate at the Regular City Council Meetings on October 3, 2022 and October 17, 2022 at 6:00 p.m.
9. Approve a contract renewal for janitorial services for City facilities to ABM Texas General Services, Inc. for an annual contract amount of \$89,307.31 (total contract amount \$346,732.13). This amount is included in the FY 2022-2023 budget.
10. Reject all bids received for Request for Proposal (RFP) No. 2022-10 – Electrical Contractor Services and rebid the project
11. Adopt on first reading Ordinance No. 2022-32, an Ordinance of the City Council of the City of Tomball, Texas, Amending Chapter 30 of the Code of Ordinances, the City of Tomball “Offenses”, by Adding a New Article III, “Catalytic Converters”; Containing Findings and Other Provisions Related to the Subject; Declaring Certain Conduct to be Unlawful; Providing a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date.
12. Consideration to Approve Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve “A” in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas

 - * Adopt, on First Reading, Ordinance No. 2022-20, 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 25.87 acres of land legally described as Reserve “A” in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, 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.

13. Consideration to Approve Case P22-270: Request by the City of Tomball to amend Section 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

 - * Adopt, on First Reading, Ordinance No. 2022-21, an ordinance of the City of Tomball, Texas, amending Section(s) 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinance by adding/revising regulations pertaining to lot sizes; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
14. Consideration to Approve Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications.

 - * Adopt, on First Reading, Ordinance No. 2022-24, an ordinance of the City of Tomball, Texas, amending Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
15. Adopt, on First Reading, Ordinance No. 2022-27, an Ordinance of the City Council of Tomball, Texas, approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision
16. Adopt, on First Reading, Ordinance No. 2022-28, an Ordinance of the City Council of Tomball, Texas, Levying the Assessment against Properties within the City of Tomball Public Improvement District Thirteen (PID 13), Pine Trails Subdivision
17. Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within Improvement Area #2 (IA1) in Raburn Reserve in the City of Tomball, Public Improvement District Number Ten (PID 10), established by City Council Resolution No. 2019-41
18. Adopt, on First Reading, Ordinance No. 2022-33, 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.

- [19.](#) Adopt Resolution No. 2022-44, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Number 11, Improvement Area #1)
- [20.](#) Adopt Resolution No. 2022-45, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Number 11, Improvement Area #2)
- [21.](#) Adopt, **on First and Only Reading**, Ordinance No. 2022-34, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Wood Leaf Reserve Public Improvement District Improvement Area #1); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.
- [22.](#) Discussion and possible action regarding amendments to Administrative Policy Number 18, Development Policy for Special Financing Districts.

K. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 15th day of September 2022 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

- Proclamation – October 2 through October 8, 2022 is “*2022 Tomball Fire Prevention Week*”
- Proclamation – October is “*Community Planning Month*”

Background:

Origination: Mayor

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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: # _____

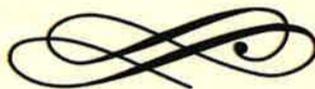
If no, funds will be transferred from account # _____ To account # _____

Signed Doris Speer 9-14-2022 Approved by _____
Staff Member Date City Manager Date

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS, in a fire, mere seconds can mean the difference between a safe escape and a tragedy; and

WHEREAS, fire safety education isn't just for school children—teenagers, adults, and the elderly are also at risk in fires, making it important for every member of the community to take some time every October during Fire Prevention Week to make sure they understand how to stay safe in case of a fire; and

WHEREAS, since 1922, the National Fire Protection Association has sponsored the public observance of *Fire Prevention Week*; and

WHEREAS, in 1925, President Calvin Coolidge proclaimed *Fire Prevention Week* a national observance, making it the longest-running public health observance in our country. During *Fire Prevention Week*, children, adults, and teachers learn how to stay safe in case of a fire and firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires; and

WHEREAS, *Fire Prevention Week* is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage—this horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land; and

WHEREAS, 2022's *Fire Prevention Week* campaign, "*Fire won't wait. Plan your escape.*" is dedicated to educating everyone about planning their exit routes in the event of a fire—knowing what to do when an alarm sounds will keep you and your family safe; and today's homes burn faster than ever. You may have as little as two minutes (or even less time) to safely escape a home fire from the time the smoke alarm sounds. Your ability to get out of a home during a fire depends on early warning from smoke alarms and advance planning; and

WHEREAS, "*Fire won't wait. Plan your escape!*" means that, when an alarm sounds – a beeping sound, a chirping sound, or a flashing strobe light – you must take action and exit your home as quickly as possible; and

WHEREAS, the City of Tomball and the Tomball Fire Department fully support *Fire Prevention Week*;

NOW, THEREFORE, I, LORI KLEIN QUINN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council and all citizens hereof, do hereby proclaim the week of October 9 through October 15, 2022 as:

"2022 TOMBALL FIRE PREVENTION WEEK"



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Lori Klein Quinn

Attest: *Doni Spun*

Date: *September 19, 2022*

Office of the Mayor
Tomball, Texas



Proclamation



WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and collaboration within agencies can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials, citizens and the commercial community who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Tomball; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Tomball and our regional partners extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, I, LORI KLEIN QUINN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council and all citizens hereof, do hereby proclaim **the month of October 2022** as:

“COMMUNITY PLANNING MONTH”

in conjunction with the celebration of National Community Planning Month.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Lori Klein Quinn

Attest: *Roni Speer*

Date: *September 19, 2022*

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

October 4, 2022 – **12th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 9:00 a.m.-1:00 p.m.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date



TOMBALL
ECONOMIC DEVELOPMENT CORP.

ECONOMIC OUTLOOK EVENT

TUESDAY, OCTOBER 4, 2022

9:00 A.M. - 1:00 P.M.

**LONE STAR COLLEGE - TOMBALL
BECKENDORF CONFERENCE CENTER
30555 TOMBALL PARKWAY
TOMBALL, TEXAS 77375**

RSVP BY FRIDAY, SEPTEMBER 23, 2022



City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

October 4, 2022 – *National Night Out* at the Depot

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

October 8, 2022 – Spooktacular 2nd Saturday at the Depot – 5:00 p.m.-10 p.m.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

October 10, 2022 – **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection** at Lone Star College-Tomball, Beckendorf Conference Center – 9:30 a.m.-12:00 p.m.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

October 15, 2022 – *The Big Show*, hosted by the Tomball Rotary at the Depot

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>6-29-2022</u>	Approved by	_____	_____
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

October 22, 2022 – *Bluegrass and Fall Festival* at the Depot – 11:00 a.m.-6 p.m.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>8-23-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Sasha Smith – Report on the Success of the “9-11 21st Anniversary Remembrance” event

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	<u>Doris Speer</u>	<u>9-8-2022</u>	Approved by	_____	_____
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 15, 2022

Topic:

Approve the Minutes of the following Meetings:

- September 6, 2022 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
- September 6, 2022 Regular Tomball City Council Meeting

Background:

Origination: City Secretary

Recommendation:

Approve

Party(ies) responsible for placing this item on agenda: Doris Speer, 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 Doris Speer 9-8-2022 Approved by _____
Staff Member Date City Manager Date

**MINUTES OF SPECIAL JOINT TOMBALL CITY COUNCIL
& TOMBALL ECONOMIC DEVELOPMENT CORPORATION MEETING
CITY OF TOMBALL, TEXAS**



**Tuesday, September 6, 2022
4:00 PM**

The City Council of the City of Tomball, Texas, and the Tomball Economic Development Corporation, conducted the meeting scheduled for September 6, 2022, 4:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video participation/access.

A. Mayor Klein Quinn called the meeting of the Tomball City Council to order at 4:03 p.m.

PRESENT:

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

OTHERS PRESENT (CITY):

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
Assistant City Secretary – Tracylynn Garcia
City Attorney – Justin Pruitt

TEDC President Fagan called the special meeting of the Tomball Economic Development Corporation to order at 4:03 p.m.

PRESENT:

TEDC President Fagan
TEDC Board Member Degges
TEDC Board Member Vaughan
TEDC Board Member Parr
TEDC Board Member Sumner (via video)
TEDC Board Member Bruce (late arrival)

OTHERS PRESENT (TEDC):

Executive Director-TEDC – Kelly Violette
Assistance Director-TEDC – Tiffani Wooten
Administrative Assistant-TEDC – Tori Gleason

B. No Public Comments were received.

C. New Business

1. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board and Tomball City Council recessed at 4:05 p.m. to meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

* Section 551.074 - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director and Staff.

2. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session

Upon reconvening at 5:30 p.m., no action was taken.

3. The Tomball Economic Development Corporation and the Tomball City Council entered into a Workshop Session regarding the Tomball Economic Development Corporation Budget for Fiscal Year 2022-2023

No action taken.

D. There being no further business for consideration, President Fagan adjourned the Tomball Economic Development Corporation meeting and Mayor Klein Quinn adjourned the Council meeting at 5:31 p.m.

Meeting adjourned.

PASSED AND APPROVED this the 6th day of September 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

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



**Tuesday, September 6, 2022
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for September 6, 2022, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

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

PRESENT

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

OTHERS PRESENT

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
City Attorney – Justin Pruitt
Director of Community Development – Nathan Dietrich
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
Marketing Manager – Sasha Smith
Interim HR Director – Mary Jo Vargas
Assistant City Secretary – Tracylynn Garcia
Police Captain-Patrol – Brandon Patin
Community Center Manager - Rosalie Dillon
Project Manager - Meagan Mageo
Budget Analyst – Kristin Kelley (via video)
Utilities Superintendent – Will Goff (via video)
Executive Director-TEDC – Kelly Violette

B. Invocation - Led by Pastor Brandon Guindon – Real Life Ministries

C. Pledges to U.S. and Texas Flags – Led by Webelos Pack 72

D. The following public comments were received:

- | | | |
|---|---|--|
| Bruce Hillegeist
15300 Cutten Rd, 77070 | - | Expressed the Chambers' appreciation of the City's support to the GTACC on August 5. Tomball |
| Latrell Shannon
823 Lizzie Lane, 77375 | - | Spoke regarding the Bogs-Hufsmith Cemetery Association's "Fence Fundraiser", to be held on Saturday, September 17, 2022. |
| Vicki Clarke
26103 Rimwick Forest, 77355 | - | Introduced the new Chair of the Tomball Regional Hospital Foundation, Jeffery Klein |
| Jeffrey Klein
13310 Timberwild Ct, 77375 | - | Spoke regarding his appointment as the new CEO for the Tomball Regional Hospital Foundation |

E. Reports and Announcements

1. Announcements
 - I. September 10, 2022 – **2nd Saturday at the Community Center**
 - II. September 10 thru September 11, 2022 – **"9-11 21st Anniversary Remembrance"**; an event to remember the events of **9-11** - at the Depot (*Spot lights lighting ceremony on September 10th at 7:45 p.m., 9/11 Remembrance Ceremony is on September 11th at 8 a.m.*)
 - III. September 17, 2022 – **GroovFest 2022** – 11:00 a.m. – 6:00 p.m. at the Depot
 - IV. September 24, 2022 – **Fiesta de Tomball** – 11:00 a.m. – 6:00 p.m. at the Depot – **Postponed to September 2023**
 - V. October 4, 2022 – **12th Annual Economic Outlook Luncheon**, sponsored by the Tomball Economic Development Corporation, at LSC – Tomball – Beckendorf Conference Center, 30555 Tomball Parkway, from 10:00 a.m.-12:00 p.m.
 - VI. October 4, 2022 – **National Night Out** at the Depot
 - VII. October 8, 2022 – **Spooktacular 2nd Saturday at the Depot** – 5:00 p.m.-10 p.m.

- VIII. October 10, 2022 – **Tomball Police and Fire Pinning Ceremony and Class A Uniform Inspection** – Lone Star College-Tomball, Beckendorf Conference Center
- IX. October 15, 2022 – *The Big Show*, hosted by the Tomball Rotary at the Depot
- X. October 22, 2022 – *Bluegrass and Fall Festival* at the Depot – 11:00 a.m.-6 p.m.

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

F. Approval of Minutes

- 1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Minutes of the following Meetings:
 - August 15, 2022 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
 - August 15, 2022 Special Tomball City Council Meeting
 - August 15, 2022 Regular Tomball City Council Meeting
 - August 18, 2022 Special Tomball City Council Meeting

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

Motion carried unanimously.

- G. 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.]*

At the request of Councilmembers, Items 3, 6 and 7 were removed from Old Business Consent Agenda and will be considered separately as Old Business items.

Items 1, 2, 4 and 5:

- 1. Approve, on Second Reading, Resolution No. 2022-37-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Clearhope Counseling & Wellness Center, LP, to make direct

incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1431 Graham Drive, Suite 130, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,875.00.

2. Approve, on Second Reading, Resolution No. 2022-38-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Della Casa Pasta LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded enterprise to be located at 1599 Hicks St. Suite 2, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,520.00.
4. Adopt, on Second Reading, Ordinance No. 2022-23, an ordinance of the City of Tomball, Texas, amending Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval*) of the Tomball Code of Ordinances by revising the Plat Review Application Submission Deadline(s)
5. Adopt, on Second Reading, Ordinance No. 2022-25, an Ordinance of the City of Tomball, Texas, Amending Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by Increasing the Required Notification Area for Public Hearings

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Items 1, 2, 4, and 5 of the Old Business Consent Agenda.

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

Motion carried unanimously to Approve Items 1, 2, 4 and 5.

Old Business Items:

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to adopt, on Second Reading, Ordinance No. 2022-19, 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 0.40 Acres of Land Legally Described as being All of Lots 11, 12 and the North ½ of Lot 10 in Block 2 of Main Street Addition from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located at 201 Holderrieth Boulevard, 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

Voting Yea: Council 1 Ford

Voting Nay: Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr.,
Council 5 Parr

Motion FAILED, 1 vote Yea, 4 votes Nay.

6. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to adopt, on Second Reading, Ordinance Number 2022-27, an Ordinance of the City Council of Tomball, Texas, approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision

Voting Yea: Council 1 Ford, Council 5 Parr

Voting Nay: Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr.

Motion FAILED, 2 votes Yeas, 3 votes Nay.

7. NO ACTION was taken regarding consideration to adopt, on Second Reading, Ordinance Number 2022-28, an Ordinance of the City Council of Tomball, Texas, Levying the Assessment against properties within the City of Tomball Public Improvement District Thirteen (PID 13), Pine Trails Subdivision.

No Action.

H. New Business

11. Mayor Klein Quinn moved Item #11 – Council received a presentation from Nate Newman, held a discussion, and provided direction regarding Mr. Newman’s proposed planned development at the northwest corner of FM 2978 and FM 2920, behind the existing Jack in The Box and 7-11 Gas Station/Convenience Store.

Consensus of Council was favorable for development of this property, contingent on the project/plans presented in future.

No action taken.

1. Motion made by Council 1 Ford, Seconded by Council 3 Dunagin, to approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2022-2023 Budget.

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

Motion carried unanimously.

2. Mayor Klein Quinn called the Public Hearing for the Purpose of Adopting the City of Tomball's Budget for Fiscal Year 2022-2023 to order at 6:55 p.m.

Receiving no public comments, Mayor Klein Quinn closed the Public Hearing at 6:56 p.m.

3. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to read Ordinance No. 2022-29 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 3 Dunagin, Seconded by Council 4 Townsend, Sr., to adopt, on First Reading, Ordinance No. 2022-29, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2022-2023; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2021-2022 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance

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

Motion carried unanimously.

4. Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to approve Resolution No. 2022-31, a Resolution of the City of Tomball, Texas, Adopting and Ratifying the City of Tomball's Investment Policy, as set forth in the City's Administrative Policy No. 13, entitled "Investment Policy".

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

Motion carried unanimously.

5. Mayor Klein Quinn called the Employee Benefits Trust Board to Order and Receive recommendation from City Staff regarding renewal of contracts for Medical/RX Dental, Life AD&D, and Long-Term Disability benefits for City employees and

retirees and make recommendation to City Council regarding approval of contracts at 7:01 p.m..

PRESENT

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

OTHERS PRESENT

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Doris Speer
City Attorney – Justin Pruitt
Director of Community Development – Nathan Dietrich
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
Marketing Manager – Sasha Smith
Interim HR Director – Mary Jo Vargas
Assistant City Secretary – Tracylynn Garcia
Police Captain-Patrol – Brandon Patin
Community Center Manager - Rosalie Dillon
Project Manager - Meagan Mageo
Budget Analyst – Kristin Kelley (via video)
Utilities Superintendent – Will Goff (via video)
Executive Director-TEDC – Kelly Violette

Motion made by EBT Board Member/Council 4 Townsend, Sr., Seconded by EBT Board Member/Council 5 Parr, to accept the recommendation of City Staff regarding renewal of contracts for Medical/RX Dental, Life AD&D, and Long-Term Disability benefits for City employees and retirees.

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

Motion carried unanimously.

There being no further business to consider, Mayor Klein Quinn adjourned the Employee Benefits Trust Board at 7:05 p.m.

Upon reconvening into Council session at 7:05 p.m., the following actions were taken:

6. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to approve the renewal of contracts for Medical/RX Dental, Life AD&D, and Long Term Disability benefits for City employees and retirees with Blue Cross Blue Shield (BCBS), Cigna Health and New Your Life, respectively.

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

Motion carried unanimously.

7. Mayor Klein Quinn called the Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within Improvement Area #1 (IA1) in Wood Leaf Reserve in the City of Tomball, Public Improvement District Number Eleven (PID 11), established by City Council Resolution No. 2020-04 to order at 7:10 p.m.

Receiving no public comments, Mayor Klein Quinn closed the Public Hearing at 7:11 p.m.

8. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to read Ordinance No. 2022-31 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 3 Dunagin, Seconded by Council 1 Ford, to adopt, on First Reading, Ordinance No. 2022-31, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Wood Leaf 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.

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

Voting Nay: Council 2 Stoll

Motion carried, 4 votes Yea, 1 vote Nay

9. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to adopt Resolution No. 2022-40, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Number 11, Improvement Area #1)

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

Voting Nay: Council 2 Stoll

Motion carried, 4 votes Yea, 1 vote Nay.

10. Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr., to reject all bids received for Request for Proposal (RFP) No. 2022-06 – Meter Reading Services and rebid the project.

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

Motion carried unanimously.

12. Consideration to approve Zoning Case P22-269, request by the City of Tomball to amend Chapter 40, Article III (Subdivision Design Standards) of the Tomball Code of Ordinance by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

- Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to read Ordinance No. 2022-22 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 2 Stoll, Seconded by Council 4 Townsend, Sr., to adopt, on First Reading, Ordinance No. 2022-22, an ordinance of the City of Tomball, Texas amending its Code of Ordinances by adding Section 40-81 (Driveway and Access Management) to Article III, Design Standards of Chapter 40, Subdivisions; 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.

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

Motion carried unanimously.

Mayor Klein Quinn called for a recess at 7:35 p.m.; upon reconvening at 7:40 p.m., the following actions were taken:

13. Council held discussions to review, recommend, and approve amendments to the Board & Commissions and Tourism Advisory Committee Applications and the Boards and Commissions Handbook.

Consensus of Council was unanimous to include an additional amendment to the Handbook: Page *vi*, Eligibility Requirements for City of Tomball Boards & Committees, Item 8., to read: “8. *Active participation by all appointed members is necessary for proper functioning of boards. 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.*”

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to approve the Board & Commissions and Tourism Advisory Committee Applications and the Boards and Commissions Handbook, with the additional amendment to the Handbook by consensus of Council.

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

Motion carried unanimously.

14. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to appoint City Council Members as Liaisons and Alternates to City-Appointed Boards, Commissions and Committees, as listed:

Board of Adjustments:

Liaison: Councilman Townsend, Sr.
Alternate: Councilman Ford

Planning & Zoning Commission (CIPAC/Building Standards):

Liaison: Councilman Dunagin
Alternate: Councilman Ford

Tomball Economic Development Corporation:

Liaison: Councilman Stoll
Alternate: Councilman Ford

Tomball Regional Health Foundation:

Liaison: Councilman Parr
Alternate: Councilman Ford

Tourism Advisory Committee:

Liaison: Mayor Klein Quinn
Alternate: Councilman Ford

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

Motion carried unanimously.

15. Executive Session: The City Council recessed at 7:57 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
 - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
 - Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties a Public Officer or Employee – City Manager

Upon convening into session at 9:15 p.m., the following action was taken:

16. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr, to approve the Amendments to and Extension of the Employment Contract for David Esquivel, City Manager

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

Motion carried unanimously.

- I. There being no further business for consideration, Mayor Klein Quinn adjourned the Council meeting.

Meeting adjourned at 9:20 p.m.

PASSED AND APPROVED this the 19th day of September 2022.

Doris Speer
City Secretary, TRMC, MMC

Lori Klein Quinn
Mayor

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, on Second Reading, Ordinance No. 2022-22, an ordinance of the City of Tomball, Texas amending its Code of Ordinances by adding Section 40-81 (Driveway and Access Management) to Article III, Design Standards of Chapter 40, Subdivisions; 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:

City staff recommends approval.

Planning & Zoning Commission recommends approval (4-0).

Origination: City of Tomball

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Nathan Dietrich, 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. 2022-22

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY ADDING SECTION 40-81 (DRIVEWAY AND ACCESS MANAGEMENT) TO ARTICLE III, DESIGN STANDARDS OF CHAPTER 40, SUBDIVISIONS; 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.

* * * * *

WHEREAS, the City Staff presented the proposed text amendment regarding driveway and access management to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; 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. Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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. 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.

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 6TH DAY OF SEPTEMBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

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 3RD DAY OF OCTOBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit “A”

AMEND: Article III of Chapter 40 (Design Standards: Subdivisions)

REVISE: Add the following entries in alphabetical order and renumber accordingly:

ADD:

40-81.- Driveway and Access Management

- (a) Other Standards. Driveway approaches, curbs, gutters, pavements and appurtenances on public property and other facilities to provide access to abutting properties in the City and ETJ in connection with platting or building construction shall be constructed, provided, altered or repaired in accordance with the City of Tomball Design, Details, and Construction Standards and as prescribed by the standards outlined within this Division.
- (b) All Driveway Approaches. All driveway approaches shall comply with the following standards.
 - (1) Sidewalks to Be Removed. Where a driveway approach is designed to cross an existing sidewalk, the sidewalk included in the driveway approach area shall be removed and reconstructed as a driveway approach unless the City Engineer has determined that the section of the sidewalk fully complies with the requirements of this section for driveway approaches. The area across the driveway will be jointed and edged as a sidewalk. The depth and design for the sidewalk will be consistent with the driveway-approved design and will be consistent with the ADA regulations.
 - (2) Removal of Curb and Gutter. Where a driveway approach is to be constructed at a location where a curb and gutter is in place, the curb and gutter shall be removed to the nearest existing construction joint or a new construction joint formed by other methods as may be approved by the City Engineer. The driveway approach shall be constructed in accordance with the City’s Design, Details and Construction Standards.
 - (3) Drainage. Driveway approaches shall be designed to prevent the entrance of water from the street onto private property, except that a drainage system may be provided within the property to handle water coming from the street. Driveway approaches and related drainage systems shall be constructed in accordance with the City’s Design, Details, and Construction Standards.
 - (4) Radius. Driveway approaches shall be constructed with return radii in accordance with the standards outlined in Table 40-81.1. The driveway radius shall not extend in front of the adjacent property.
 - (5) Design Criteria.
 - (a) For all gated driveways the gate shall be set back a minimum of 25-feet from the edge of the street pavement. Locking mechanisms for vehicular gates shall be subject to approval by the City Fire Marshal or his/her designee.
 - (b) Driveway construction shall not occur without a driveway permit.

- (c) Divided entrances to parking lots in nonresidential and multifamily developments shall have a minimum ingress lane of 18 feet, a minimum landscaped median width of 5 feet for an unbroken distance of at least 100 feet, and a minimum egress lane of 22 feet. All divided entrances shall be a maximum of 45 feet in width.
- (d) Residential driveways shall have a minimum separation equal to the sum of the required curb returns for the two driveways.
- (c) All driveway approach dimensions shall comply with Table 40-81.1.

Table 40-81.1

Driveway	Land Use	Width (ft.)		Curb Return (ft.)	
		Minimum	Maximum	Minimum	Maximum
Type I	Single-Family Residential, Duplex	12'	24'	5'	15'
Type II (One Way)	Multi-Family, Commercial	20'	20'	10'	15'
Type II (Two Way)	Multi-Family, Commercial	24'	40'	10'	15'

- (d) Type II Driveway Approaches. Type II driveway approaches shall comply with the following standards and with Table 40-81.1
 - (1) Number of Driveway Approaches. On local streets, not more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of one hundred feet (100') or less. On collector streets no more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of one hundred and fifty feet (150') or less. For arterials, no more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of three hundred feet (300') or less. Except that additional openings may be permitted with the approval of the Community Development Director or their designee for the necessity and convenience of the public.
 - (2) Driveway Separation. Driveway approaches shall be separated by a minimum distance, as measured between the edge of the driveway and the adjacent driveway or street right-of-way, as required by Table 40-81.2.

Table 40-81.2

Street Type	Minimum Separation Between Drives (feet)*	Minimum Separation from Intersection (feet)*
Arterial	200'	150'
Minor Arterial	150'	100'
Collector	100'	75'
Local	25'	50'

*Separation may be reduced, at the discretion of the Community Development Director or their designee, where right-in/right-out only driveways are used. Such drives must be on a median-separated road or be designed to physically prevent vehicles from making a left turn.

Notes:

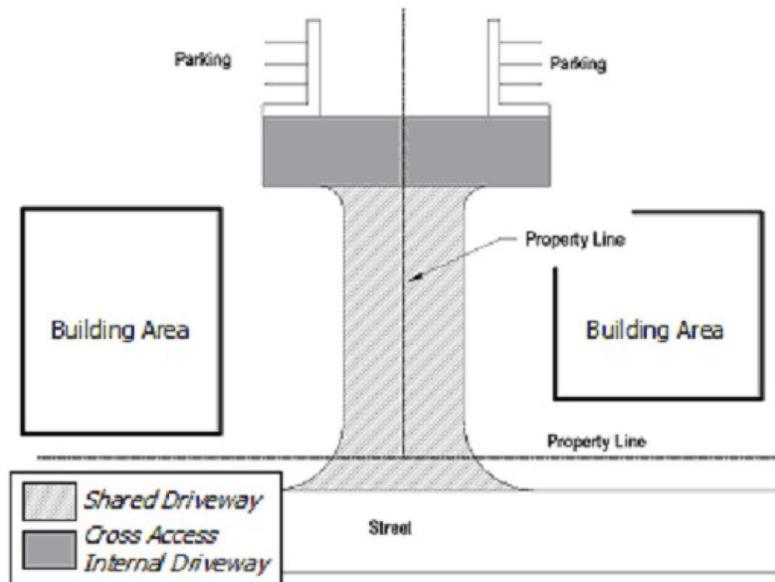
- a) Single-family and two-family developments are exempt from these standards on local and collector streets.
- b) Where a property at a corner does not have the necessary frontage to accommodate the required spacing from the intersection, or an interior property does not have adequate width to meet the spacing requirements from an existing driveway on adjacent property, a common access easement with adjacent properties shall be utilized to obtain the necessary spacing. Where site limitations preclude such common access easements, or where cooperation of adjacent property owners cannot be obtained (within a period of 90 days), the City Engineer may authorize a noncompliant driveway, which should be spaced as far from the intersection as practical.
- c) Where there is a signalized “T” intersection on the opposite side of the street, the spacing requirements shall apply.
- (3) Angle of Driveway Approach. The angle of the driveway approach with the curb line shall be approximately ninety degrees (90°) for two-way driveways or forty-five degrees (45°) to ninety degrees (90°) for one-way driveways.
- (4) Driveway Approaches at Intersections. Corner parcels less than one hundred and fifty feet (150’) in length along the right-of-way shall combine access with the adjoining property, wherever possible. Where it can be shown that access is effectively denied to a corner parcel because of the required distance from the corner of the intersecting right-of-way and combined access is not available from the adjoining property, a variation to the requirement may be granted by the City Engineer, provided the applicant demonstrates that a variation will not create a traffic hazard.

(5) Driveway Approaches in Existing On-Street Angle or Head-In Parking Areas.
Driveway approaches shall not be constructed in existing on-street angle or head-in parking areas unless all curb is restored to a standard location along the roadway in front of the premises.

(e) Shared Driveways and Cross-Access Drives.

- (1) Shared access for all driveways are encouraged by the City in order to ensure public safety access by providing mutual/common access to a median opening, to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots. (See Figure 40-81.1)
- a. Arterial Streets. Shared mutual access easement(s) for driveway(s) may be required by the City between driveways on adjacent lots fronting on arterial streets.
 - b. The location and dimensions of shared access easements shall be determined by the Community Development Director and City Engineer.
 - c. Such easements shall be noted on the Preliminary Plat and Final Plat when possible as “Open and Unobstructed Cross Access Easement”.

Figure 40-81.1



-END-

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 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:

Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (*Streets; specific standards*) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadways classifications.

Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval*) of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

Case P22-269: Request by the City of Tomball to amend Chapter 40, Article III (*Subdivision Design Standards*) of the Tomball Code of Ordinances by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

Case P22-270: Request by the City of Tomball to amend Section 40-74 (*Lots, general provisions*) and 40-75 (*Minimum Lot Sizes*) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

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 Public Works 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.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** 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.



Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-269
Section(s): Chapter 40, Article III (*Design Standards*)
Subject: Add Sec. 40-81 (*Driveways and Access Management*)

BACKGROUND

The City of Tomball's Code of Ordinance does not currently specify driveway separation requirements, nor does it call out cross-access easement requirements/recommendations. Ingress & egress points to and from properties are essential to site development. Each driveway that serves a parcel of land introduces an accident potential point. Therefore, minimum driveway separation requirements and ordinances that encourage shared access agreements between adjoining property owners are often adopted to help mitigate and reduce accident potential for motor vehicles, pedestrians, and bicyclists. This proposed addition to the code of ordinance is to adopt driveway standards, specifically by formally addressing driveway designs, spacing requirements and encouraging/requiring shared access driveways.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

ADD:

40-81.- Driveway and Access Management

- (a) Other Standards. Driveway approaches, curbs, gutters, pavements and appurtenances on public property and other facilities to provide access to abutting properties in the City and ETJ in connection with platting or building construction shall be constructed, provided, altered or repaired in accordance with the City of Tomball Design, Details, and Construction Standards and as prescribed by the standards outlined within this Division.
- (b) All Driveway Approaches. All driveway approaches shall comply with the following standards.
 - (1) Sidewalks to Be Removed. Where a driveway approach is designed to cross an existing sidewalk, the sidewalk included in the driveway approach area shall be removed and reconstructed as a driveway approach unless the City Engineer has determined that the section of the sidewalk fully complies with the requirements of this section for driveway approaches. The area across the driveway will be jointed and edged as a sidewalk. The depth and design for the sidewalk will be consistent

with the driveway-approved design and will be consistent with the ADA regulations.

- (2) Removal of Curb and Gutter. Where a driveway approach is to be constructed at a location where a curb and gutter is in place, the curb and gutter shall be removed to the nearest existing construction joint or a new construction joint formed by other methods as may be approved by the City Engineer. The driveway approach shall be constructed in accordance with the City’s Design, Details and Construction Standards.
 - (3) Drainage. Driveway approaches shall be designed to prevent the entrance of water from the street onto private property, except that a drainage system may be provided within the property to handle water coming from the street. Driveway approaches and related drainage systems shall be constructed in accordance with the City’s Design, Details, and Construction Standards.
 - (4) Radius. Driveway approaches shall be constructed with return radii in accordance with the standards outlined in Table 40-81.1. The driveway radius shall not extend in front of the adjacent property.
 - (5) Design Criteria.
 - (a) For all gated driveways the gate shall be set back a minimum of 25-feet from the edge of the street pavement. Locking mechanisms for vehicular gates shall be subject to approval by the City Fire Marshal or his/her designee.
 - (b) Driveway construction shall not occur without a driveway permit.
 - (c) Divided entrances to parking lots in nonresidential and multifamily developments shall have a minimum ingress lane of 18 feet, a minimum landscaped median width of 5 feet for an unbroken distance of at least 100 feet, and a minimum egress lane of 22 feet. All divided entrances shall be a maximum of 45 feet in width.
 - (d) Residential driveways shall have a minimum separation equal to the sum of the required curb returns for the two driveways.
- (c) All driveway approach dimensions shall comply with Table 40-81.1.

Table 40-81.1

Driveway	Land Use	Width (ft.)		Curb Return (ft.)	
		Minimum	Maximum	Minimum	Maximum
Type I	Single-Family Residential, Duplex	12'	24'	5'	15'
Type II (One Way)	Multi-Family, Commercial	20'	20'	10'	15'
Type II (Two Way)	Multi-Family, Commercial	24'	40'	10'	15'

- (d) Type II Driveway Approaches. Type II driveway approaches shall comply with the following standards and with Table 40-81.1
 - (1) Number of Driveway Approaches. On local streets, not more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of one hundred feet (100’) or less. On collector streets no more than one (1)

driveway approach shall be permitted on any parcel of property with a frontage of one hundred and fifty feet (150') or less. For arterials, no more than one (1) driveway approach shall be permitted on any parcel of property with a frontage of three hundred feet (300') or less. Except that additional openings may be permitted with the approval of the Community Development Director or their designee for the necessity and convenience of the public.

- (2) Driveway Separation. Driveway approaches shall be separated by a minimum distance, as measured between the edge of the driveway and the adjacent driveway or street right-of-way, as required by Table 40-81.2.

Table 40-81.2

Street Type	Minimum Separation Between Drives (feet)*	Minimum Separation from Intersection (feet)*
Arterial	200'	150'
Minor Arterial	150'	100'
Collector	100'	75'
Local	25'	50'

*Separation may be reduced, at the discretion of the Community Development Director or their designee, where right-in/right-out only driveways are used. Such drives must be on a median-separated road or be designed to physically prevent vehicles from making a left turn.

Notes:

- a) Single-family and two-family developments are exempt from these standards on local and collector streets.
 - b) Where a property at a corner does not have the necessary frontage to accommodate the required spacing from the intersection, or an interior property does not have adequate width to meet the spacing requirements from an existing driveway on adjacent property, a common access easement with adjacent properties shall be utilized to obtain the necessary spacing. Where site limitations preclude such common access easements, or where cooperation of adjacent property owners cannot be obtained (within a period of 90 days), the City Engineer may authorize a noncompliant driveway, which should be spaced as far from the intersection as practical.
 - c) Where there is a signalized “T” intersection on the opposite side of the street, the spacing requirements shall apply.
- (3) Angle of Driveway Approach. The angle of the driveway approach with the curb line shall be approximately ninety degrees (90°) for two-way driveways or forty-five degrees (45°) to ninety degrees (90°) for one-way driveways.
 - (4) Driveway Approaches at Intersections. Corner parcels less than one hundred and fifty feet (150') in length along the right-of-way shall combine access with the adjoining property, wherever possible. Where it can be shown that access is effectively denied to a corner parcel because of the required distance from the corner of the intersecting right-of-way and combined access is not available from the adjoining property, a variation to the requirement may be granted by the City Engineer, provided the applicant demonstrates that a variation will not create a traffic hazard.
 - (5) Driveway Approaches in Existing On-Street Angle or Head-In Parking Areas. Driveway approaches shall not be constructed in existing on-street angle or

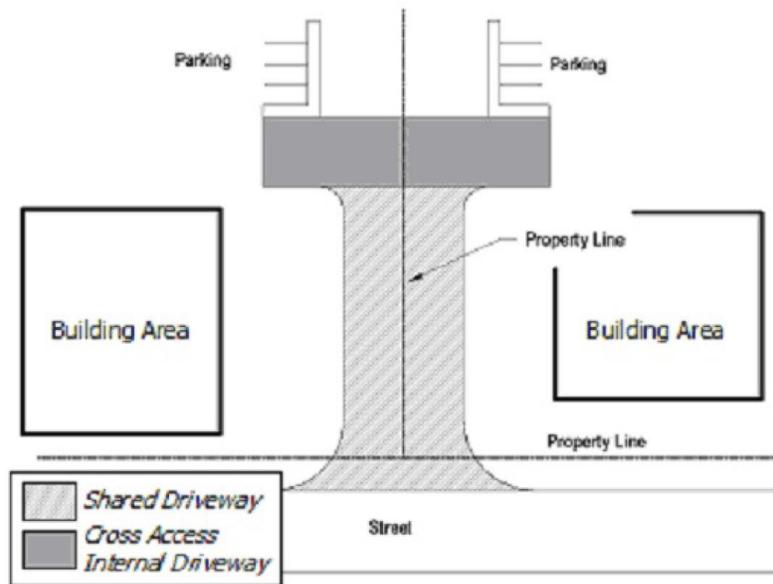
head-in parking areas unless all curb is restored to a standard location along the roadway in front of the premises.

(e) Shared Driveways and Cross-Access Drives.

(1) Shared access for all driveways are encouraged by the City in order to ensure public safety access by providing mutual/common access to a median opening, to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots. (See Figure 40-81.1)

- a. Arterial Streets. Shared mutual access easement(s) for driveway(s) may be required by the City between driveways on adjacent lots fronting on arterial streets.
- b. The location and dimensions of shared access easements shall be determined by the Community Development Director and City Engineer.
- c. Such easements shall be noted on the Preliminary Plat and Final Plat when possible as “Open and Unobstructed Cross Access Easement”.

Figure 40-81.1



City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, on Second Reading, Ordinance No. 2022-29, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2022-2023; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2021-2022 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance

Background:

This will be the final reading of Ordinance No. 2022-29, adopting the Budget for Fiscal Year 2022-2023.

Origination: Finance Director

Recommendation:

Adopt Ordinance No. 2022-29 on Second Reading

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Katherine Tapscott</u>	<u>8/25/2022</u>	Approved by	_____	_____
	Staff Member	Date		City Manager	Date

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF TOMBALL, TEXAS, FOR FISCAL YEAR 2022-2023; AND AUTHORIZING THE CITY MANAGER TO APPROVE INTRA-DEPARTMENTAL (WITHIN THE SAME DEPARTMENT ONLY) TRANSFERS OF BUDGETED FUNDS; AND AMENDING THE BUDGET FOR THE 2021-2022 FISCAL YEAR IN ACCORDANCE WITH ACTUAL EXPENDITURES; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE

* * * * *

WHEREAS, the Budget of the City of Tomball for the Fiscal Year 2022-2023 was presented to the City Council of the City of Tomball during the Budget Workshops on the 18th day of July 2022 and the 1st day of August 2022 and was filed with the City Secretary's Office on August 15, 2022 for the purpose of Public Display; and the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; and

WHEREAS, NOTICE OF PUBLIC HEARING for the Budget of the City of Tomball, Texas, for Fiscal Year 2022-2023 was published in the City's official newspaper advising citizens of the Public Hearings to be conducted on September 6, 2022, and also advising that said Budget was available for their inspection prior to the Public Hearings; and

WHEREAS, at said Public Hearing all citizens of the City had the right to be present and to be heard, and those who requested to be heard were heard, and it being the opinion of the Mayor and City Council that said Budget should be adopted; and

WHEREAS, said Budget shall be in effect for the ensuing Fiscal Year, October 1, 2022, through September 30, 2023;

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

Section 1.0 Adoption of Budget. That from October 1, 2022, through September 30, 2023, the appropriations, as stated in the Budget as proposed expenditures, shall be and are hereby appropriated to the several objects and purposes named and designated in the Budget.

Section 2.0 Public Record. The City Secretary is hereby directed to place in the Budget an endorsement which shall read as follows: **“The Original Budget of the City of Tomball, Texas for the Fiscal Year 2022-2023.”** Such Budget as endorsed shall be kept on file in the office of the City Secretary as a Public Record and a copy of said Budget is attached to this ordinance and made a part of this ordinance for all purposes.

Section 3.0 Intra-Departmental Transfers. In accordance with the responsibility of the City Manager established by Section 7.01 C. (2) of the City Charter to administer the annual budget, the City Manager is authorized, as circumstances reasonably require, to approve intra-departmental (within the same department only) transfers of budgeted funds. Further, the documentation for such transfers shall be maintained as a part of the City's financial records.

Section 4.0 Beginning Fund Balances. That the Beginning Fund Balance reflected in the budget for each operating and capital project fund for which a Budget is adopted hereby automatically shall be adjusted to be the amount of the Ending Fund Balance for Fiscal Year 2022 as fully adjusted to reflect the final Annual Comprehensive Financial Report for Fiscal Year 2022 when released, for each respective fund. The revised Beginning Fund Balance shall thereafter be used to calculate the Fiscal Year 2022 Ending Fund Balance.

Section 5.0 2021-2022 Budget Amended. That the City Council has reviewed the actual expenditures for the 2021-2022 Fiscal Year and compared them to the projections contained in the 2022-2023 Fiscal Year budget. The 2021-2022 Fiscal Year budget is hereby amended in accordance with the actual expenditures for the 2021-2022 Fiscal Year.

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 6TH DAY OF SEPTEMBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19TH DAY OF SEPTEMBER 2022.

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

LORI KLEIN QUINN
Mayor

ATTEST:

DORIS SPEER
City Secretary

City of Tomball



FY 2022-2023 Proposed Budget

Fund Summaries

Consolidated Statement of Anticipated Receipts and Revenues and Expenditures and Changes in Fund Balance- All Funds 2022-2023 Proposed Budget

	General Fund	Special Revenue Funds	Governmental State & Federal Grants Fund	Public Improvement District Funds	Debt Service	Proprietary Enterprise Fund	Internal Service Fleet Replacement Fund	Internal Service Health Insurance Trust Fund	Water Capital Recovery	Sewer Capital Recovery	Capital Projects Fund	All Funds
	100	200-260/990	205	295-298	300	600	650	910	730	740	400/460	
Revenues:												
Property taxes	\$ 4,750,000	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,550,000
Hotel Occupancy	-	600,000	-	-	-	-	-	-	-	-	-	600,000
Sales taxes	15,390,000	-	-	-	-	-	-	-	-	-	-	15,390,000
Franchise taxes	930,000	-	-	-	-	-	-	-	-	-	-	930,000
Permits and licenses	1,402,500	-	-	-	-	-	-	-	-	-	-	1,402,500
Fines and warrants	310,250	17,000	-	-	-	-	-	-	-	-	-	327,250
Service fees	5,742,490	-	-	-	-	13,883,000	-	-	-	-	-	19,625,490
Transfers In	2,000,000	126,000	-	-	-	-	579,069	3,411,800	-	-	6,575,000	12,691,869
Contributions/Grants	930,000	3,000	-	1,774,500	761,685	-	-	312,750	-	-	1,415,000	5,196,935
Interest	300,000	9,000	-	-	10,000	30,000	6,000	15,000	50,000	20,000	500,000	940,000
Other	220,050	2,860,422	-	-	-	280,300	-	-	1,000,000	800,000	25,240,000	30,400,772
Total Revenues	\$ 31,975,290	\$ 3,615,422	\$ -	\$ 1,774,500	\$ 3,571,685	\$ 14,193,300	\$ 585,069	\$ 3,739,550	\$ 1,050,000	\$ 820,000	\$ 33,730,000	\$ 95,054,816
Expenditures:												
General Government	\$ 5,206,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,960,400	\$ -	\$ -	\$ 4,050,000	\$ 13,216,780
Transfers Out	3,349,031	-	-	-	-	-	-	-	-	-	-	3,349,031
Public Safety	15,443,810	125,800	-	-	-	-	-	-	-	-	-	15,569,610
Public Works	6,179,300	-	-	-	-	-	-	-	-	-	-	6,179,300
Engineering and Planning	1,182,960	-	-	-	-	-	-	-	-	-	-	1,182,960
Parks and Recreation	1,599,125	-	-	-	-	-	-	-	-	-	-	1,599,125
Tourism & Arts	-	702,100	-	-	-	-	-	-	-	-	-	702,100
Utilities	-	-	-	-	-	15,840,373	-	-	4,650,000	75,000	26,740,000	47,305,373
Capital Projects/Outlay	-	-	-	-	-	-	1,335,470	-	-	-	-	1,335,470
Debt Service	-	-	-	-	7,074,323	-	-	-	-	-	-	7,074,323
Public Improvement Districts	-	-	-	1,774,500	-	-	-	-	-	-	-	1,774,500
Total Expenditures	\$ 33,826,506	\$ 827,900	\$ -	\$ 1,774,500	\$ 7,074,323	\$ 15,840,373	\$ 1,335,470	\$ 3,960,400	\$ 4,650,000	\$ 75,000	\$ 30,790,000	\$ 99,288,572
Revenues Over (Under)												
Expenditures	\$ (1,851,216)	\$ 2,787,522	\$ -	\$ -	\$ (3,502,638)	\$ (1,647,073)	\$ (750,401)	\$ (220,850)	\$ (3,600,000)	\$ 745,000	\$ 2,940,000	\$ (4,233,756)
Beginning Fund Balance	\$ 23,579,218	\$ 1,099,096	\$ 14,800	\$ 338,961	\$ 6,539,248	\$ 10,434,981	\$ 1,764,676	\$ 2,621,013	\$ 4,954,439	\$ 4,555,238	\$ 4,351,051	\$ 60,252,721
Ending Fund Balance	\$ 21,728,002	\$ 3,886,618	\$ 14,800	\$ 338,961	\$ 3,036,611	\$ 8,787,908	\$ 1,014,275	\$ 2,400,163	\$ 1,354,439	\$ 5,300,238	\$ 7,291,051	\$ 56,018,966

General Fund - 100
Statement of Revenues, Expenditures, and Changes in Fund Balance
2022-2023 Proposed Budget

	FY 2020	FY 2021	FY 2022	FY 2022	FY 2023
	Actuals	Actuals	Budget	Projection	Budget
Revenues:					
Contributions	\$ 441,777	\$ 1,383,419	\$ 748,000	\$ 821,000	\$ 930,000
Fines & Warrants	349,302	307,568	350,000	297,250	310,250
Franchise Taxes	1,084,860	973,053	1,050,000	937,000	930,000
Interest	167,887	(15,621)	7,500	150,000	300,000
Other Revenue	226,535	291,446	102,650	275,550	220,050
Permits & Licenses	1,113,989	1,633,906	1,542,500	1,892,500	1,402,500
Property Taxes	2,265,470	3,511,281	3,545,000	3,940,000	4,750,000
Sales Taxes	12,291,928	13,361,050	12,590,000	14,805,000	15,390,000
Services	2,942,033	2,988,861	3,294,867	3,332,425	5,742,490
Enterprise Transfers In	2,603,335	2,671,317	2,668,418	2,001,314	2,000,000
Total Revenues	\$ 23,487,115	\$ 27,106,280	\$ 25,898,935	\$ 28,452,039	\$ 31,975,290
Expenditures:					
Administrative	\$ 383,298	\$ 348,812	\$ 412,818	\$ 388,375	\$ 519,200
Building Permits and Inspections	400,824	382,202	428,631	408,750	475,400
Mayor and Council	58,628	48,948	85,660	78,430	93,230
City Secretary	327,110	334,455	465,409	455,575	572,800
Human Resources	434,353	408,710	478,812	532,500	589,100
Finance	871,849	927,873	858,441	844,775	830,300
Information Systems	829,172	705,256	875,120	906,425	1,216,400
Legal	144,705	108,315	140,000	145,000	145,000
Non-Departmental*	757,835	1,204,414	1,182,838	1,233,601	1,267,981
Police	5,915,354	6,139,796	7,014,095	7,265,700	8,448,010
Municipal Court	401,138	391,261	472,246	440,950	516,850
Community Center	147,274	147,307	179,318	187,250	196,825
Fire	2,747,943	2,793,929	3,296,791	3,651,785	3,359,300
Emergency Management	19,626	15,183	21,800	26,850	24,500
ESD#15	837,626	770,801	1,057,918	1,063,900	3,095,150
Public Works Administration	66,849	60,290	90,666	87,650	284,550
Garage	156,336	170,497	194,220	202,550	178,100
Parks	1,092,566	988,534	760,864	821,450	1,402,300
Streets	1,109,920	1,409,200	1,571,328	1,630,625	2,823,050
Sanitation	1,758,032	1,734,249	1,815,200	1,902,200	1,980,200
Engineering and Planning	496,003	563,340	578,975	596,175	1,182,960
Facilities Maintenance	605,992	1,031,576	852,958	984,300	913,400
Transfer Out to Hotel Occupancy	126,000	126,000	126,000	126,000	126,000
Transfer Out to Health Insurance	2,300,000	2,327,000	2,600,581	2,461,081	2,720,000
Total Expenditures	\$ 21,988,433	\$ 23,137,947	\$ 25,560,690	\$ 26,441,897	\$ 32,960,606
Revenues Over/(Under) Expenditures	\$ 1,498,681	\$ 3,968,333	\$ 338,245	\$ 2,010,141	\$ (985,316)
Beginning Fund Balance	\$ 16,102,062	\$ 17,600,743	\$ 21,569,077	\$ 21,569,077	\$ 23,579,218
Ending Fund Balance	\$ 17,600,743	\$ 21,569,077	\$ 21,907,321	\$ 23,579,218	\$ 22,593,902
25% of Operating Expenses - Target	80%	93%	86%	89%	69%

**CITY OF TOMBALL
GENERAL FUND REVENUES - 100**

GENERAL FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5110 CURRENT TAXES	2,243,764	3,440,397	3,500,000	3,900,000	4,700,000
5120 DELINQUENT TAXES	11,048	41,901	30,000	-	25,000
5130 PENALTY,INTEREST,ATTY FEES	10,658	28,982	15,000	40,000	25,000
5140 SALES TAX	12,214,957	13,260,643	12,500,000	14,700,000	15,300,000
5141 ALCOHOLIC BEVERAGE TAX	65,646	86,392	75,000	90,000	75,000
5150 ELECTRICAL FRANCHISE TAX	728,145	723,183	730,000	700,000	700,000
5160 T.V. CABLE FRANCHISE TAX	75,381	127,943	65,000	135,000	135,000
5161 1% IN KIND/ PEG FEES	2,550	27,882	30,000	34,000	30,000
5170 COMMUNICATIONS ROW LINE FEE	249,841	94,045	225,000	68,000	65,000
5175 SANITATION FRANCHISE TAX	28,924	-	-	-	-
5190 BINGO TAX	19	-	-	-	-
5200 BUILDING PERMITS	551,773	889,622	925,000	1,000,000	800,000
5210 CONSTRUCTION PERMITS	278,919	273,193	200,000	400,000	200,000
5215 PLUMBING PERMIT	45,935	103,404	75,000	75,000	75,000
5220 MECHANICAL PERMITS	33,010	56,882	50,000	60,000	50,000
5230 ELECTRICAL PERMITS	69,858	157,064	150,000	150,000	150,000
5235 FIRE PERMIT FEES	73,406	71,661	70,000	80,000	60,000
5240 OTHER PERMITS	7,064	10,983	5,000	60,000	10,000
5245 MISCELLANEOUS PERMIT FEES	5,116	1,810	500	500	500
5250 MIXED BEVERAGE FEES	11,325	14,015	15,000	15,000	15,000
5255 LICENSE FEES	510	2,790	3,000	3,000	3,000
5260 AMBULANCE PERMITS	4,000	5,100	6,000	6,000	6,000
5300 MUNICIPAL COURT FINES	180,306	176,346	170,000	160,000	170,000
5310 COURT COSTS/ADMIN FEES	121,458	88,494	145,000	80,000	90,000
5320 COURT WARRANT FEES	36,914	34,147	30,000	30,000	30,000
5340 TIME PYMT.FEE-10% CITY JUDICL.	665	334	500	250	250
5341 TIME PAYMENT FEE-40% FOR CITY	3,084	2,497	2,500	2,000	2,000
5430 SANITATION FEES	1,777,220	1,868,750	1,750,000	1,900,000	2,000,000
5440 PLAT FEES	9,118	8,215	10,000	15,000	10,000
5441 REZONING APPLICATION FEE	2,992	9,872	8,000	4,000	2,000
5442 CONDITIONAL USE PERMIT	1,800	440	4,000	1,000	1,000
5443 PLANNED DEVELOPMENT	3,700	2,000	1,000	3,000	1,000
5444 SITE PLAN REVIEW	22,000	36,550	30,000	30,000	30,000
5445 PLAN REVIEW FEES- OTHER	1,538	644	1,000	3,000	1,000
5446 ZONING FEES- OTHER	3,250	3,678	4,000	2,000	3,000
5450 BIRTH AND DEATH CERTIFICATE FEES	45,461	62,461	50,000	50,000	50,000
5451 NOTARY FEES	85	48	50	50	50
5460 ALARM SYSTEM REGISTRATION FEES	16,885	13,625	10,000	27,000	20,000
5461 FALSE ALARM SERVICE FEE	6,875	5,750	2,000	25,000	18,000
5470 EMERGENCY SERVICE DISTRCT FEES	215,000	229,250	229,000	255,000	508,840
5472 ESD#15 S5 OPERATING COST REIMBURSEMENT	25,756	25,301	27,053	79,775	1,289,700
5474 ESD#15 STATION 5 PAYROLL REIMBURSEMENT	809,054	725,131	1,167,564	943,150	1,805,450
5480 LIFE SAFETY PLAN REVIEW	10,284	3,608	3,000	7,000	5,000
5481 STATE LICENSED FACILITIES	1,685	1,965	2,500	1,500	1,500
5482 ANNUAL FIRE INSPECTIONS	-	-	750	-	-
5500 SALE OF CITY PROPERTY	166,059	27,469	40,000	24,000	40,000
5510 COMMUNITY CENTER FEES	20,343	24,885	25,000	30,000	30,000

**CITY OF TOMBALL
GENERAL FUND REVENUES - 100**

GENERAL FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5515 CONGREGATE MEAL SERV. REVENUE	5,318	995	2,500	10,000	10,000
5520 PARK RENTAL FEE	4,375	14,145	10,000	14,000	12,000
5550 MISCELLANEOUS INCOME	55,073	43,292	60,000	81,500	50,000
5551 INSURANCE RECOVERIES	-	219,612	-	40,000	-
5560 RETURNED CHECK FINES	-	30	100	-	-
5561 CREDIT CARD FEES	-	-	-	120,000	120,000
5690 SANITATION PENALTY	15,971	19,741	20,000	25,000	20,000
5730 SCHOOL RESOURCE OFFICERS (SRO)	404,847	709,851	713,000	729,000	895,000
5740 OTHER GRANTS	11,930	648,568	10,000	67,000	10,000
5770 TEDC CONTRIBUTIONS	25,000	25,000	25,000	25,000	25,000
5800 INTEREST INCOME	167,887	(15,621)	7,500	150,000	300,000
5961 ENTERPRISE TRANSFERS IN	2,603,335	2,671,317	2,668,418	2,001,314	2,000,000
TOTAL GENERAL FUND REVENUES	\$ 23,487,114	\$ 27,106,280	\$ 25,898,935	\$ 28,452,039	\$ 31,975,290

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	ADMINISTRATIVE	100-111 ADMINISTRATIVE
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$263,494	\$190,566	\$266,115	\$265,000	\$397,300
6009 WAGES-OTHER	\$12,258	\$9,668	\$14,150	\$7,200	\$0
6011 VACATION PAY	\$11,932	\$27,260	\$14,957	\$11,500	\$0
6012 SICK PAY	\$0	\$36,461	\$11,791	\$5,700	\$0
6013 EMERGENCY PAY	\$507	\$0	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$4,411	\$4,499	\$2,533	\$2,350	\$2,300
6019 LONGEVITY	\$995	\$1,115	\$420	\$425	\$600
6021 FICA-MED/SS	\$21,341	\$19,650	\$25,199	\$22,750	\$32,100
6022 TMRS-EMPLOYER	\$42,874	\$38,482	\$43,753	\$41,200	\$55,400
6025 WORKER COMPENSATION INS.	\$180	\$145	\$200	\$200	\$300
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$2,700
6035 AUTO ALLOWANCE	\$0	\$0	\$0	\$0	\$16,800
PERSONNEL SERVICES	\$357,991	\$327,846	\$379,118	\$356,325	\$507,500
6101 OFFICE AND COMPUTER SUPPLIES	\$284	\$219	\$1,000	\$300	\$300
6102 EDUCATIONAL SUPPLIES	\$488	\$155	\$500	\$250	\$250
6105 FOOD SUPPLIES	\$269	\$954	\$1,000	\$1,000	\$1,000
6107 CLOTHING AND UNIFORMS	\$366	\$46	\$400	\$400	\$400
6109 POSTAGE	(\$5)	\$0	\$0	\$0	\$0
6119 OTHER SUPPLIES	\$134	\$1,755	\$1,000	\$500	\$500
6130 FURNITURE >\$20,000	\$0	\$0	\$0	\$250	\$0
SUPPLIES	\$1,534	\$3,129	\$3,900	\$2,700	\$2,450
6312 PHONE & INTERNET SERVICES	\$2,199	\$1,704	\$2,500	\$1,300	\$0
6329 OTHER SERVICES	\$227	\$41	\$500	\$250	\$250
6332 TRAVEL AND MEALS	\$431	(\$120)	\$4,000	\$4,000	\$4,000
6333 DUES AND SUBSCRIPTIONS	\$3,635	\$4,265	\$4,000	\$4,000	\$4,000
6334 AUTOMOBILE ALLOWANCES	\$16,688	\$11,947	\$16,800	\$16,800	\$0
6337 TRAINING	\$593	\$0	\$2,000	\$3,000	\$1,000
SERVICES AND CHARGES	\$23,772	\$17,837	\$29,800	\$29,350	\$9,250
TOTAL GENERAL-ADMINISTRATIVE	\$383,298	\$348,812	\$412,818	\$388,375	\$519,200

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
PERMITS/INSPECTIONS

DIVISION
100-112 PERMITS/INSPECTIONS

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$127,336	\$86,878	\$124,020	\$127,000	\$142,100
6003 WAGES-FULL TIME	\$130,702	\$165,743	\$137,183	\$139,000	\$171,800
6005 WAGES-OVERTIME	\$1,077	\$1,517	\$2,833	\$1,500	\$1,500
6009 WAGES-OTHER	\$12,595	\$11,650	\$13,765	\$9,500	\$0
6011 VACATION PAY	\$15,114	\$12,027	\$14,895	\$15,000	\$0
6012 SICK PAY	\$11,021	\$8,497	\$11,471	\$9,000	\$0
6013 EMERGENCY PAY	\$399	\$717	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$2,153	\$0	\$1,561	\$800	\$2,000
6019 LONGEVITY	\$2,030	\$1,825	\$1,090	\$1,100	\$1,400
6021 FICA-MED/SS	\$21,479	\$20,499	\$23,577	\$22,600	\$24,500
6022 TMRS-EMPLOYER	\$42,008	\$39,066	\$40,936	\$40,400	\$42,300
6025 WORKER COMPENSATION INS.	\$1,048	\$722	\$1,000	\$1,000	\$1,000
PERSONNEL SERVICES	\$366,962	\$349,142	\$372,331	\$366,900	\$386,600
6101 OFFICE AND COMPUTER SUPPLIES	\$3,333	\$8,328	\$3,000	\$1,000	\$20,500
6102 EDUCATIONAL SUPPLIES	\$651	\$150	\$1,000	\$300	\$1,000
6105 FOOD SUPPLIES	\$40	\$215	\$0	\$300	\$300
6107 CLOTHING AND UNIFORMS	\$1,368	\$2,624	\$3,000	\$1,800	\$3,000
6108 FUEL, OIL AND LUBRICANTS	\$7,018	\$8,117	\$7,500	\$11,000	\$11,000
6119 OTHER SUPPLIES	\$0	\$42	\$0	\$50	\$0
SUPPLIES	\$12,411	\$19,476	\$14,500	\$14,450	\$35,800
6205 VEHICLE MAINTENANCE	\$1,791	\$1,946	\$3,000	\$7,000	\$2,500
REPAIRS AND MAINTENANCE	\$1,791	\$1,946	\$3,000	\$7,000	\$2,500
6304 PROFESSIONAL SERVICES, OTHER	\$4,594	\$1,450	\$10,000	\$4,000	\$10,000
6312 PHONE & INTERNET SERVICES	\$5,577	\$3,886	\$4,500	\$4,500	\$9,000
6332 TRAVEL AND MEALS	\$3,882	\$1,765	\$12,000	\$5,000	\$12,000
6333 DUES AND SUBSCRIPTIONS	\$485	\$342	\$1,500	\$1,500	\$1,500
6337 TRAINING	\$4,766	\$4,035	\$10,000	\$5,000	\$10,000
6362 PERMITS AND LICENSES	\$357	\$160	\$800	\$400	\$8,000
SERVICES AND CHARGES	\$19,661	\$11,638	\$38,800	\$20,400	\$50,500
TOTAL GENERAL-PERMITS/INSPECTIONS	\$400,824	\$382,202	\$428,631	\$408,750	\$475,400

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
MAYOR AND COUNCIL

DIVISION
100-113 MAYOR AND COUNCIL

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6004 WAGES- PART TIME	\$24,896	\$24,086	\$30,600	\$27,700	\$30,600
6021 FICA- MED/ SS	\$1,905	\$1,843	\$2,341	\$2,200	\$2,400
6025 WORKER COMPENSATION INS.	\$36	\$32	\$39	\$50	\$50
PERSONNEL SERVICES	\$26,837	\$25,960	\$32,980	\$29,950	\$33,050
6101 OFFICE AND COMPUTER SUPPLIES	\$162	\$0	\$80	\$80	\$80
6105 FOOD SUPPLIES	\$2,628	\$3,036	\$2,500	\$4,500	\$5,000
6107 CLOTHING AND UNIFORMS	\$134	\$0	\$0	\$0	\$0
6119 OTHER SUPPLIES	\$5,747	\$15,592	\$12,000	\$15,000	\$16,000
SUPPLIES	\$8,671	\$18,628	\$14,580	\$19,580	\$21,080
6304 PROFESSIONAL SERVICES- OTHER	\$7,507	\$0	\$10,000	\$5,000	\$10,000
6329 OTHER SERVICES	\$0	\$0	\$100	\$100	\$100
6332 TRAVEL AND MEALS	\$0	\$40	\$5,000	\$4,000	\$5,000
6333 DUES AND SUBSCRIPTIONS	\$3,960	\$4,105	\$5,000	\$4,800	\$5,000
6337 TRAINING	\$220	\$215	\$3,000	\$3,000	\$3,000
6398 BANQUETS, DEDICATION, RECEP	\$11,433	\$0	\$15,000	\$12,000	\$16,000
SERVICES AND CHARGES	\$23,120	\$4,360	\$38,100	\$28,900	\$39,100
TOTAL MAYOR AND COUNCIL	\$58,628	\$48,948	\$85,660	\$78,430	\$93,230

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
CITY SECRETARY

DIVISION
100-114 CITY SECRETARY

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$146,856	\$136,432	\$151,857	\$164,000	\$194,600
6003 WAGES-FULL TIME	\$52,270	\$63,850	\$75,111	\$79,000	\$87,800
6005 WAGES-OVERTIME	\$2,234	\$2,730	\$4,120	\$4,100	\$4,000
6009 WAGES-OTHER	\$11,093	\$11,436	\$12,241	\$9,200	\$0
6011 VACATION PAY	\$16,594	\$18,252	\$17,981	\$12,000	\$0
6012 SICK PAY	\$4,100	\$12,271	\$10,201	\$6,000	\$0
6013 EMERGENCY PAY	\$466	\$0	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$2,231	\$934	\$4,080	\$3,400	\$4,100
6019 LONGEVITY	\$2,695	\$2,460	\$2,702	\$2,700	\$3,000
6021 FICA-S.S. AND MEDICARE TAXES	\$17,624	\$18,414	\$21,577	\$21,500	\$22,800
6022 TMRS-EMPLOYER	\$33,176	\$34,176	\$37,464	\$37,700	\$39,200
6025 WORKER COMPENSATION INS.	\$361	\$291	\$400	\$400	\$400
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
PERSONNEL SERVICES	\$289,700	\$301,245	\$337,734	\$340,000	\$356,800
6101 OFFICE AND COMPUTER SUPPLIES	\$7,406	\$7,518	\$12,000	\$11,150	\$12,000
6102 EDUCATIONAL SUPPLIES	\$361	\$606	\$1,000	\$800	\$1,000
6104 JANITORIAL AND CLEANING SUPPLY	\$1,062	\$707	\$1,000	\$700	\$1,000
6105 FOOD SUPPLIES	\$1,503	\$1,881	\$1,300	\$2,500	\$2,500
6107 CLOTHING AND UNIFORMS	\$0	\$0	\$0	\$600	\$1,000
6109 POSTAGE	\$467	\$510	\$1,000	\$1,000	\$800
6119 OTHER SUPPLIES	\$410	\$653	\$600	\$1,000	\$600
6130 FURNITURE >\$20,000	\$0	\$0	\$0	\$850	\$0
SUPPLIES	\$11,211	\$11,876	\$16,900	\$18,600	\$18,900
6201 OFFICE EQUIPMENT MAINT.	\$0	\$0	\$200	\$0	\$200
REPAIRS AND MAINTENANCE	\$0	\$0	\$200	\$0	\$200
6304 PROF.SERV.-OTHER	\$4,460	\$3,883	\$15,000	\$12,500	\$37,800
6312 PHONE & INTERNET SERVICES	\$895	\$900	\$900	\$900	\$0
6316 PRINTING AND BINDING	\$0	\$0	\$75	\$75	\$100
6329 OTHER SERVICES	\$0	\$156	\$600	\$500	\$500
6332 TRAVEL AND MEALS	\$5,735	\$1,015	\$5,500	\$6,000	\$6,000
6333 DUES AND SUBSCRIPTIONS	\$2,245	\$2,048	\$3,500	\$3,000	\$3,500
6335 ADVERTISING COST	\$9,102	\$10,251	\$20,000	\$15,000	\$20,000
6337 TRAINING	\$1,920	\$1,815	\$5,000	\$4,000	\$5,000
6371 ELECTION SERVICES	\$1,217	\$1,266	\$60,000	\$55,000	\$124,000
6398 BANQUETS, DEDICATION, RECEPTIONS	\$625	\$0	\$0	\$0	\$0
SERVICES AND CHARGES	\$26,200	\$21,334	\$110,575	\$96,975	\$196,900
TOTAL CITY SECRETARY	\$327,110	\$334,455	\$465,409	\$455,575	\$572,800

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	HUMAN RESOURCES	100-115 HUMAN RESOURCES
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$110,737	\$109,396	\$114,929	\$123,000	\$149,300
6003 WAGES-FULL TIME	\$106,177	\$103,530	\$107,398	\$105,900	\$121,200
6004 WAGES-PART TIME	\$16,029	\$28,761	\$32,960	\$39,000	\$32,000
6005 WAGES-OVERTIME	\$2,555	\$1,053	\$6,180	\$6,200	\$6,000
6009 WAGES-OTHER	\$11,478	\$9,642	\$12,012	\$8,500	\$0
6011 VACATION PAY	\$17,745	\$17,763	\$16,529	\$13,800	\$0
6012 SICK PAY	\$1,184	\$2,824	\$10,010	\$6,500	\$0
6013 EMERGENCY PAY	\$0	\$2,996	\$0	\$650	\$0
6014 RETIREMENT PAYOUTS	\$0	\$0	\$0	\$0	\$50,000
6015 SICK TIME BUYBACK	\$3,729	\$2,956	\$3,106	\$3,100	\$3,100
6019 LONGEVITY	\$1,760	\$1,705	\$1,886	\$1,900	\$2,100
6021 FICA-S.S. AND MEDICARE TAXES	\$19,087	\$19,923	\$23,505	\$23,000	\$24,100
6022 TMRS-EMPLOYER	\$35,246	\$34,457	\$36,297	\$36,700	\$37,400
6025 WORKER COMPENSATION INS.	\$271	\$218	\$300	\$300	\$300
6026 STATE UNEMPLOYMENT TAXES	\$2,156	\$1,009	\$10,000	\$10,000	\$10,000
6030 TUITION REIMBURSEMENT	\$0	\$0	\$4,000	\$1,000	\$4,000
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
PERSONNEL SERVICES	\$328,154	\$336,235	\$379,112	\$379,550	\$440,400
6101 OFFICE AND COMPUTER SUPPLIES	\$5,400	\$4,016	\$7,200	\$9,000	\$7,200
6102 EDUCATIONAL SUPPLIES	\$0	\$0	\$750	\$500	\$500
6105 FOOD SUPPLIES	\$5,524	\$2,340	\$5,000	\$5,000	\$5,000
6107 CLOTHING AND UNIFORMS	\$276	\$0	\$300	\$300	\$300
6109 POSTAGE	\$114	\$344	\$150	\$350	\$300
6119 OTHER SUPPLIES	\$10,701	\$3,821	\$6,000	\$7,000	\$6,000
SUPPLIES	\$22,016	\$10,521	\$19,400	\$22,150	\$19,300
6304 PROF.SERV.-OTHER	\$500	\$5,960	\$6,000	\$51,000	\$50,000
6312 PHONE & INTERNET SERVICES	\$894	\$900	\$900	\$900	\$0
6329 OTHER SERVICES	\$45,368	\$30,356	\$35,000	\$35,000	\$35,000
6332 TRAVEL AND MEALS	\$2,337	\$683	\$2,900	\$2,900	\$2,900
6333 DUES AND SUBSCRIPTIONS	\$348	\$165	\$1,500	\$2,000	\$1,500
6335 ADVERTISING COST	\$2,428	\$0	\$2,000	\$2,000	\$2,000
6337 TRAINING	\$22,713	\$11,547	\$20,000	\$20,000	\$20,000
6398 BANQUETS, DEDICATION, RECEP	\$9,594	\$12,343	\$12,000	\$17,000	\$18,000
SERVICES AND CHARGES	\$84,182	\$61,954	\$80,300	\$130,800	\$129,400
TOTAL HUMAN RESOURCES	\$434,353	\$408,710	\$478,812	\$532,500	\$589,100

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
FINANCE

DIVISION
100-116 FINANCE

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$270,969	\$260,583	\$301,216	\$166,500	\$199,800
6003 WAGES-FULL TIME	\$68,879	\$75,571	\$37,596	\$123,000	\$151,700
6005 WAGES-OVERTIME	\$1,272	\$1,621	\$773	\$3,000	\$4,000
6009 WAGES-OTHER	\$17,435	\$17,059	\$18,114	\$6,500	\$0
6011 VACATION PAY	\$16,074	\$25,279	\$21,373	\$25,000	\$0
6012 SICK PAY	\$3,838	\$12,240	\$15,095	\$42,600	\$0
6013 EMERGENCY PAY	\$0	\$491	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$3,564	\$4,651	\$3,125	\$0	\$0
6019 LONGEVITY	\$1,745	\$2,105	\$1,751	\$825	\$1,400
6021 FICA-S.S. AND MEDICARE TAXES	\$28,936	\$29,870	\$31,027	\$27,000	\$27,500
6022 TMRS-EMPLOYER	\$53,146	\$54,881	\$53,871	\$49,000	\$47,300
6025 WORKER COMPENSATION INS.	\$541	\$436	\$500	\$600	\$500
6030 TUITION REIMBURSEMENT	\$0	\$0	\$0	\$4,000	\$8,000
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
PERSONNEL SERVICES	\$466,399	\$484,788	\$484,441	\$448,025	\$441,100
6101 OFFICE AND COMPUTER SUPPLIES	\$4,692	\$3,925	\$4,000	\$3,000	\$4,000
6102 EDUCATIONAL SUPPLIES	\$228	\$0	\$500	\$0	\$0
6105 FOOD SUPPLIES	\$315	\$186	\$350	\$350	\$350
6107 CLOTHING AND UNIFORMS	\$704	\$493	\$750	\$500	\$500
6108 FUEL, OIL AND LUBRICANTS	\$108	\$0	\$0	\$0	\$0
6109 POSTAGE	\$35	\$35	\$150	\$50	\$50
6119 OTHER SUPPLIES	\$94	\$0	\$200	\$200	\$200
SUPPLIES	\$6,176	\$4,639	\$5,950	\$4,100	\$5,100
6204 OTHER EQUIPMENT MAINTENANCE	\$370	\$0	\$0	\$0	\$0
REPAIRS AND MAINTENANCE	\$370	\$0	\$0	\$0	\$0
6301 PROF.SERV.-AUDIT AND ACCTNG.	\$89,750	\$114,084	\$80,000	\$91,500	\$91,500
6304 PROF.SERV.-OTHER	\$12,580	\$61,130	\$25,000	\$29,700	\$16,000
6312 PHONE & INTERNET SERVICES	\$1,712	\$1,931	\$3,000	\$1,500	\$600
6316 PRINTING AND BINDING	\$0	\$142	\$350	\$250	\$300
6317 APPRAISAL SERVICES	\$50,510	\$52,164	\$52,000	\$55,000	\$56,000
6329 OTHER SERVICES	\$1	\$0	\$0	\$0	\$0
6332 TRAVEL AND MEALS	\$1,475	\$40	\$3,500	\$3,500	\$5,000
6333 DUES AND SUBSCRIPTIONS	\$2,705	\$2,350	\$2,700	\$3,200	\$3,200
6335 ADVERTISING COST	\$6,496	\$3,978	\$3,000	\$4,000	\$8,000
6337 TRAINING	\$1,174	\$1,771	\$3,500	\$9,000	\$8,500
6397 CREDIT CARD PROCESSING FEE	\$212,027	\$179,912	\$175,000	\$175,000	\$175,000
6399 SERVICE CHARGES	\$20,474	\$20,945	\$20,000	\$20,000	\$20,000
SERVICES AND CHARGES	\$398,904	\$438,447	\$368,050	\$392,650	\$384,100
TOTAL FINANCE	\$871,849	\$927,873	\$858,441	\$844,775	\$830,300

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
INFORMATION SYSTEMS

DIVISION
100-117 INFORMATION SYSTEMS

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES- ADMINISTRATIVE	\$155,365	\$153,076	\$155,199	\$168,000	\$193,700
6003 WAGES- FULL TIME	\$55,902	\$56,445	\$54,339	\$54,500	\$48,900
6005 WAGES-OVERTIME	\$1,164	\$1,024	\$2,575	\$5,000	\$5,000
6009 WAGES- OTHER	\$10,491	\$10,566	\$11,349	\$7,000	\$0
6011 VACATION PAY	\$12,089	\$16,803	\$16,796	\$15,150	\$0
6012 SICK PAY	\$0	\$255	\$9,458	\$19,400	\$0
6015 SICK TIME BUYBACK	\$3,557	\$3,609	\$3,783	\$3,800	\$2,800
6019 LONGEVITY	\$1,975	\$2,155	\$2,336	\$2,350	\$1,700
6021 FICA-S.S. AND MEDICARE TAXES	\$19,126	\$19,324	\$20,689	\$21,800	\$20,300
6022 TMRS-EMPLOYER	\$34,896	\$34,939	\$35,922	\$38,300	\$35,000
6025 WORKER COMPENSATION INS.	\$965	\$853	\$990	\$1,200	\$1,200
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$2,700
6035 AUTO ALLOWANCE	\$0	\$0	\$0	\$0	\$9,600
PERSONNEL SERVICES	\$295,532	\$299,050	\$313,436	\$336,500	\$320,900
6101 OFFICE AND COMPUTER SUPPLIES	\$38,435	\$35,753	\$40,000	\$49,200	\$80,000
6103 COMPUTER EQUIPMENT <\$20,000	\$65,480	\$0	\$0	\$0	\$0
6105 FOOD SUPPLIES	\$0	\$0	\$0	\$100	\$0
6107 CLOTHING AND UNIFORMS	\$0	\$0	\$500	\$500	\$500
6109 POSTAGE	\$0	\$88	\$100	\$100	\$0
6119 OTHER SUPPLIES	\$0	\$181	\$200	\$200	\$0
6130 FURNITURE <\$20,000	\$0	\$1,489	\$0	\$0	\$2,200
SUPPLIES	\$103,916	\$37,511	\$40,800	\$50,100	\$82,700
6201 OFFICE EQUIPMENT MAINTENANCE	\$968	\$3,754	\$7,500	\$7,500	\$12,000
6202 COMPUTER EQUIPMENT MAINT	\$690	\$0	\$1,000	\$1,500	\$0
REPAIRS AND MAINTENANCE	\$1,658	\$3,754	\$8,500	\$9,000	\$12,000
6304 PROF.SERV.-OTHER	\$29,580	\$11,409	\$60,000	\$50,000	\$60,000
6312 PHONE & INTERNET SERVICES	\$80,249	\$42,246	\$70,000	\$70,000	\$57,300
6320 COMPUTER SOFTWARE SERV.	\$307,576	\$298,017	\$368,034	\$375,250	\$619,500
6332 TRAVEL AND MEALS	\$0	\$976	\$1,500	\$1,500	\$1,500
6333 DUES AND SUBSCRIPTIONS	\$1,120	\$2,119	\$1,000	\$2,000	\$2,000
6334 AUTOMOBILE ALLOWANCES	\$9,541	\$9,600	\$9,600	\$9,825	\$0
6337 TRAINING	\$0	\$575	\$2,250	\$2,250	\$2,500
SERVICES AND CHARGES	\$428,067	\$364,941	\$512,384	\$510,825	\$742,800
6402 COMPUTER & OFFICE EQUIP >\$20K	\$0	\$0	\$0	\$0	\$58,000
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$58,000
TOTAL INFORMATION SYSTEMS	\$829,172	\$705,256	\$875,120	\$906,425	\$1,216,400

CITY OF TOMBALL		
FUND GENERAL FUND	DEPARTMENT LEGAL	DIVISION 100-118 LEGAL
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6102 EDUCATIONAL SUPPLIES	\$221	\$0	\$0	\$0	\$0
SUPPLIES	\$221	\$0	\$0	\$0	\$0
6303 PROF.SERV.-LEGAL	\$144,484	\$108,315	\$140,000	\$145,000	\$145,000
SERVICES AND CHARGES	\$144,484	\$108,315	\$140,000	\$145,000	\$145,000
TOTAL LEGAL	\$144,705	\$108,315	\$140,000	\$145,000	\$145,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	NON-DEPARTMENTAL	100-119 NON-DEPARTMENTAL
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6101 OFFICE AND COMPUTER SUPPLIES	\$9,369	\$7,548	\$6,000	\$6,000	\$6,000
6104 JANITORIAL SUPPLIES	\$1,840	\$0	\$0	\$0	\$0
6105 FOOD SUPPLIES	\$283	\$0	\$0	\$0	\$0
6109 POSTAGE	\$6,939	\$8,884	\$6,000	\$7,000	\$7,500
6119 OTHER SUPPLIES	\$3,158	\$2,515	\$0	\$75	\$0
SUPPLIES	\$21,590	\$18,947	\$12,000	\$13,075	\$13,500
6304 PROF. SERVICES - OTHER	\$0	\$33,000	\$30,000	\$28,500	\$50,000
6329 OTHER SERVICES	\$42,214	\$46,413	\$55,300	\$50,000	\$23,950
6330 INSURANCE	\$365,450	\$391,711	\$400,000	\$425,000	\$400,000
6332 TRAVEL AND MEALS	\$69	\$0	\$0	\$0	\$0
6333 DUES AND SUBSCRIPTIONS	\$99	\$0	\$0	\$0	\$0
6336 EQUIPMENT RENTALS	\$23,776	\$28,932	\$31,200	\$29,500	\$29,500
6340 SPECIAL EVENTS	\$38,714	\$54,259	\$47,300	\$47,300	\$48,000
6346 ECONOMIC DEVELOPMENT AGREEMENT	\$150,418	\$150,418	\$172,500	\$200,000	\$200,000
6399 SERVICE CHARGES	\$0	\$20,626	\$0	\$5,100	\$0
SERVICES AND CHARGES	\$620,740	\$725,358	\$736,300	\$785,400	\$751,450
6501 BAD DEBT EXPENSE	\$0	\$44,560	\$0	\$0	\$0
BAD DEBT	\$0	\$44,560	\$0	\$0	\$0
6691 TRANSFER OUT	\$126,000	\$126,000	\$126,000	\$126,000	\$126,000
6692 TRANSFER TO EMP. BEN. TRUST	\$2,300,000	\$2,327,000	\$2,600,581	\$2,461,081	\$2,720,000
6998 TRANSFER TO FLEET REPLACEMENT	\$115,505	\$415,549	\$434,538	\$435,126	\$503,031
TRANSFERS	\$2,541,505	\$2,868,549	\$3,161,119	\$3,022,207	\$3,349,031
TOTAL NON-DEPARTMENTAL	\$3,183,835	\$3,657,414	\$3,909,419	\$3,820,682	\$4,113,981

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	POLICE DEPARTMENT	100-121 -POLICE DEPARTMENT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$251,165	\$247,502	\$208,764	\$311,500	\$350,100
6003 WAGES-FULL TIME	\$2,999,822	\$3,196,299	\$3,731,973	\$3,649,500	\$4,896,000
6004 WAGES-PART TIME	\$44,800	\$29,270	\$73,259	\$78,000	\$106,800
6005 WAGES-OVERTIME	\$552,681	\$526,339	\$480,804	\$525,000	\$598,400
6009 WAGES-OTHER	\$177,722	\$180,650	\$210,577	\$151,000	\$0
6011 VACATION PAY	\$189,401	\$204,133	\$251,347	\$226,000	\$0
6012 SICK PAY	\$119,871	\$122,133	\$175,481	\$140,000	\$0
6013 EMERGENCY PAY	\$2,506	\$6,596	\$0	\$2,500	\$0
6015 SICK TIME BUYBACK	\$16,553	\$11,992	\$30,209	\$19,000	\$39,500
6019 LONGEVITY	\$26,315	\$25,845	\$29,379	\$28,500	\$31,660
6021 FICA-MED/SS	\$321,888	\$333,501	\$398,790	\$384,500	\$463,000
6022 TMRS-EMPLOYER	\$595,830	\$615,972	\$682,677	\$674,000	\$783,250
6025 WORKER COMPENSATION INS.	\$56,277	\$50,659	\$64,535	\$71,500	\$78,000
6030 TUITION REIMBURSEMENT	\$0	\$0	\$0	\$4,000	\$4,000
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$3,600
6036 CLOTHING ALLOWANCE	\$0	\$0	\$0	\$0	\$6,000
PERSONNEL SERVICES	\$5,354,833	\$5,550,889	\$6,337,795	\$6,265,000	\$7,360,310
6101 OFFICE AND COMPUTER SUPPLIES	\$14,418	\$17,006	\$12,000	\$13,000	\$14,000
6102 EDUCATIONAL SUPPLIES	\$82	\$410	\$1,000	\$1,000	\$1,200
6104 JANITORIAL SUPPLIES	\$729	\$441	\$700	\$700	\$700
6105 FOOD SUPPLIES	\$9,431	\$11,521	\$10,000	\$12,000	\$14,000
6106 MATERIALS AND PARTS	\$59,605	\$62,794	\$115,200	\$207,000	\$178,000
6107 CLOTHING AND UNIFORMS	\$65,432	\$67,323	\$70,000	\$70,000	\$84,000
6108 FUEL, OIL AND LUBRICANTS	\$69,369	\$93,143	\$90,000	\$150,000	\$150,000
6109 POSTAGE	\$210	\$256	\$500	\$500	\$500
6119 OTHER SUPPLIES	\$1,001	\$2,385	\$21,000	\$21,000	\$0
6130 FURNITURE <\$20,000	\$69	\$7,187	\$3,000	\$3,000	\$0
SUPPLIES	\$220,346	\$262,466	\$323,400	\$478,200	\$442,400
6201 OFFICE EQUIPMENT MAINTENANCE	\$611	\$0	\$1,000	\$1,000	\$1,000
6203 RADIO EQUIPMENT MAINTENANCE	\$0	\$54,780	\$0	\$0	\$0
6204 OTHER EQUIPMENT MAINTENANCE	\$18,963	\$13,677	\$10,000	\$185,000	\$12,000
6205 VEHICLE MAINTENANCE	\$78,947	\$72,089	\$75,000	\$90,000	\$85,000
6206 BUILDING MAINTENANCE	\$78	\$0	\$0	\$6,000	\$0
REPAIRS AND MAINTENANCE	\$98,599	\$140,546	\$86,000	\$282,000	\$98,000

CITY OF TOMBALL		
FUND GENERAL FUND	DEPARTMENT POLICE DEPARTMENT	DIVISION 100-121 -POLICE DEPARTMENT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROFESSIONAL SERVICES,OTHER	\$19,983	\$6,527	\$12,000	\$12,000	\$12,000
6312 PHONE & INTERNET SERVICES	\$82,130	\$78,016	\$75,000	\$83,000	\$79,400
6316 PRINTING AND BINDING	\$0	\$264	\$0	\$1,500	\$1,500
6318 ANIMAL CONTROL-HARRIS COUNTY	\$22,000	\$24,000	\$24,000	\$34,000	\$36,000
6320 SOFTWARE SERVICE	\$27,526	\$0	\$0	\$0	\$2,400
6324 JAIL SERVICE EXPENSE	\$2,741	\$5,705	\$5,000	\$5,000	\$5,000
6325 BUY MONEY	\$0	\$0	\$2,000	\$2,000	\$2,000
6328 BIKE PATROL	\$80	\$0	\$1,000	\$1,000	\$1,000
6329 OTHER SERVICES	\$5,412	\$5,230	\$4,500	\$5,500	\$6,000
6332 TRAVEL AND MEALS	\$13,861	\$27,296	\$45,000	\$45,000	\$60,000
6333 DUES AND SUBSCRIPTIONS	\$6,313	\$6,702	\$5,000	\$6,500	\$7,000
6335 ADVERTISING COST	\$25	\$0	\$0	\$0	\$0
6336 EQUIPMENT RENTALS	\$291	\$0	\$400	\$0	\$0
6337 TRAINING	\$34,973	\$32,153	\$45,000	\$45,000	\$70,000
SERVICES AND CHARGES	\$215,336	\$185,894	\$218,900	\$240,500	\$282,300
6404 RADIO EQUIPMENT	\$24,962	\$0	\$48,000	\$0	\$0
6405 VEHICLE EQUIPMENT	\$1,279	\$0	\$0	\$0	\$65,000
CAPITAL OUTLAY	\$26,240	\$0	\$48,000	\$0	\$65,000
6999 TRANSFER TO CAPITAL PROJ FUND	\$0	\$0	\$0	\$0	\$200,000
TRANSFERS	\$0	\$0	\$0	\$0	\$200,000
TOTAL POLICE DEPARTMENT	\$5,915,354	\$6,139,796	\$7,014,095	\$7,265,700	\$8,448,010

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
MUNICIPAL COURT

DIVISION
100-122 - MUNICIPAL COURT

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 ESTIMATED	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$72,510	\$73,597	\$77,080	\$81,500	\$91,300
6003 WAGES-FULL TIME	\$138,265	\$126,881	\$157,817	\$145,000	\$186,300
6004 WAGES-PART TIME	\$42,104	\$42,727	\$45,901	\$46,500	\$45,900
6005 WAGES-OVERTIME	\$1,350	\$2,620	\$8,240	\$2,000	\$2,000
6009 WAGES-OTHER	\$10,861	\$9,890	\$12,383	\$7,200	\$0
6011 VACATION PAY	\$12,575	\$12,923	\$13,784	\$11,200	\$0
6012 SICK PAY	\$3,761	\$5,282	\$10,319	\$7,300	\$0
6013 EMERGENCY PAY	\$414	\$0	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$0	\$1,267	\$1,386	\$1,400	\$1,400
6019 LONGEVITY	\$840	\$995	\$1,296	\$1,100	\$1,400
6021 FICA-MED/SS	\$21,227	\$20,617	\$25,227	\$22,900	\$25,200
6022 TMRS-EMPLOYER	\$33,133	\$31,845	\$37,704	\$34,200	\$37,500
6025 WORKER COMPENSATION INS.	\$499	\$402	\$559	\$600	\$600
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
PERSONNEL SERVICES	\$337,538	\$329,048	\$391,696	\$360,900	\$392,500
6101 OFFICE AND COMPUTER SUPPLIES	\$1,497	\$2,020	\$3,500	\$3,500	\$3,500
6102 EDUCATIONAL SUPPLIES	\$411	\$366	\$400	\$400	\$400
6104 JANITORIAL SUPPLIES	\$8	\$0	\$0	\$0	\$0
6105 FOOD SUPPLIES	\$0	\$170	\$350	\$350	\$350
6107 CLOTHING AND UNIFORMS	\$498	\$482	\$600	\$600	\$600
6119 OTHER SUPPLIES	\$0	\$10	\$0	\$0	\$0
SUPPLIES	\$2,415	\$3,048	\$4,850	\$4,850	\$4,850
6303 PROFESSIONAL SERVICES,LEGAL	\$56,500	\$54,000	\$60,000	\$58,000	\$104,500
6304 PROFESSIONAL SERVICES, OTHER	\$0	\$0	\$0	\$5,500	\$0
6312 PHONE & INTERNET SERVICES	\$894	\$900	\$900	\$900	\$0
6316 PRINTING AND BINDING	\$989	\$1,019	\$2,000	\$2,000	\$3,000
6329 OTHER SERVICES	\$114	\$0	\$2,000	\$1,000	\$2,000
6332 TRAVEL AND MEALS	\$938	\$96	\$4,000	\$3,000	\$4,000
6333 DUES AND SUBSCRIPTIONS	\$675	\$600	\$1,300	\$800	\$1,000
6337 TRAINING	\$1,075	\$2,550	\$5,500	\$4,000	\$5,000
SERVICES AND CHARGES	\$61,185	\$59,165	\$75,700	\$75,200	\$119,500
TOTAL MUNICIPAL COURT	\$401,138	\$391,261	\$472,246	\$440,950	\$516,850

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	COMMUNITY CENTER	100-131 - COMMUNITY CENTER
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$50,774	\$49,064	\$51,745	\$55,900	\$64,350
6003 WAGES-FULL TIME	\$30,699	\$30,075	\$32,709	\$33,200	\$36,200
6004 WAGES-PART TIME	\$23,484	\$25,204	\$29,790	\$32,500	\$29,800
6005 WAGES-OVERTIME	\$312	\$69	\$2,060	\$2,000	\$2,000
6009 WAGES-OTHER	\$3,809	\$4,602	\$4,506	\$2,700	\$0
6011 VACATION PAY	\$2,659	\$2,933	\$4,915	\$3,400	\$0
6012 SICK PAY	\$883	\$3,113	\$3,755	\$2,300	\$0
6015 SICK TIME BUYBACK	\$838	\$855	\$0	\$0	\$1,500
6019 LONGEVITY	\$435	\$605	\$726	\$750	\$850
6021 FICA-MED/SS	\$8,495	\$8,784	\$10,057	\$10,200	\$10,425
6022 TMRS-EMPLOYER	\$12,522	\$12,551	\$13,505	\$13,500	\$14,100
6025 WORKER COMPENSATION INS.	\$271	\$218	\$300	\$300	\$300
PERSONNEL SERVICES	\$135,181	\$138,072	\$154,068	\$156,750	\$159,525
6101 OFFICE AND COMPUTER SUPPLIES	\$577	\$646	\$800	\$2,000	\$1,000
6104 JANITORIAL SUPPLIES	\$630	\$394	\$750	\$1,000	\$1,000
6105 FOOD SUPPLIES	\$4,491	\$1,792	\$8,000	\$11,000	\$11,000
6119 OTHER SUPPLIES	\$3,020	\$1,752	\$8,000	\$8,000	\$9,500
6130 FURNITURE <\$20,000	\$123	\$2,380	\$1,000	\$1,800	\$7,600
SUPPLIES	\$8,841	\$6,963	\$18,550	\$23,800	\$30,100
6205 VEHICLE MAINTENANCE	\$42	\$370	\$0	\$500	\$500
REPAIRS AND MAINTENANCE	\$42	\$370	\$0	\$500	\$500
6329 OTHER SERVICES	\$136	\$40	\$1,000	\$1,000	\$1,000
6332 TRAVEL AND MEALS	\$450	\$450	\$2,000	\$1,000	\$1,000
6335 ADVERTISING COST	\$2,624	\$1,412	\$3,500	\$3,500	\$4,000
6362 PERMITS AND LICENSES	\$0	\$0	\$200	\$700	\$700
SERVICES AND CHARGES	\$3,210	\$1,902	\$6,700	\$6,200	\$6,700
TOTAL COMMUNITY CENTER	\$147,274	\$147,307	\$179,318	\$187,250	\$196,825

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
FIRE DEPARTMENT

DIVISION
100-142 - FIRE DEPARTMENT

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$254,858	\$214,783	\$182,063	\$169,600	\$200,300
6003 WAGES - FULL TIME	\$1,019,319	\$1,079,585	\$1,324,215	\$1,322,500	\$1,591,500
6004 WAGES - PART TIME	\$166,355	\$167,721	\$206,184	\$136,200	\$200,000
6005 WAGES - OVERTIME	\$162,001	\$203,214	\$222,046	\$335,000	\$350,000
6009 WAGES - OTHER	\$66,946	\$67,543	\$81,125	\$81,100	\$0
6010 FIRE RUN PAYMENTS	\$31,480	\$17,343	\$29,200	\$6,000	\$6,000
6011 VACATION PAY	\$67,979	\$80,142	\$83,759	\$83,000	\$0
6012 SICK PAY	\$44,612	\$60,537	\$70,747	\$50,900	\$0
6013 EMERGENCY PAY	\$5,374	\$1,669	\$0	\$800	\$0
6015 SICK TIME BUYBACK	\$12,068	\$9,902	\$8,984	\$9,300	\$11,500
6019 LONGEVITY	\$7,240	\$9,730	\$6,994	\$5,800	\$6,750
6020 VOLUNTEERS' STATE RETIREMENT	\$0	\$0	\$5,000	\$1,000	\$1,000
6021 SOCIAL SECURITY AND MEDICARE TAX	\$135,482	\$141,301	\$169,893	\$165,400	\$183,200
6022 TMRS-RETIREMENT-EMPLOYER	\$224,551	\$234,420	\$262,602	\$272,600	\$285,300
6025 WORKER COMPENSATION INS.	\$36,926	\$34,361	\$28,500	\$34,850	\$33,100
6030 EMPLOYEE TUITION REIMBURSEMENT	\$2,326	\$2,213	\$0	\$0	\$0
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$2,700
PERSONNEL SERVICES	\$2,237,518	\$2,324,464	\$2,681,312	\$2,674,050	\$2,871,350
6101 OFFICE AND COMPUTER SUPPLIES	\$4,159	\$2,449	\$5,500	\$3,500	\$3,900
6102 EDUCATIONAL SUPPLIES	\$6,153	\$10,889	\$9,200	\$8,050	\$8,650
6104 JANITORIAL SUPPLIES	\$9,841	\$6,343	\$6,900	\$6,900	\$6,900
6105 FOOD SUPPLIES	\$5,252	\$6,137	\$9,940	\$6,750	\$7,900
6106 MATERIALS AND PARTS	\$2,504	\$2,671	\$4,700	\$3,500	\$4,700
6107 CLOTHING AND UNIFORMS	\$53,451	\$74,258	\$78,500	\$78,500	\$83,800
6108 FUEL, OIL AND LUBRICANTS	\$27,634	\$33,308	\$39,000	\$60,000	\$44,000
6109 POSTAGE	\$45	\$109	\$135	\$135	\$150
6110 CHEMICAL SUPPLIES	\$8,065	\$1,832	\$8,500	\$4,700	\$2,700
6119 OTHER SUPPLIES	\$4,605	\$5,471	\$6,700	\$11,000	\$7,000
6130 FURNITURE <\$20,000	\$5,516	\$4,864	\$23,800	\$23,800	\$5,000
6141 SCBA PARTS AND SUPPLIES	\$6,300	\$12,995	\$55,000	\$14,500	\$17,000
6142 COMMUNICATION PARTS AND SUPPLIES	\$24,793	\$26,649	\$6,600	\$6,000	\$6,000
6143 FF TOOL PARTS AND SUPPLIES	\$18,694	\$24,975	\$22,500	\$18,500	\$11,500
SUPPLIES	\$177,011	\$212,951	\$276,975	\$245,835	\$209,200
6201 OFFICE EQUIPMENT MAINTENANCE	\$0	\$10	\$1,400	\$700	\$1,000
6204 OTHER EQUIPMENT MAINTENANCE	\$1,134	\$576	\$5,000	\$1,800	\$2,400
6205 VEHICLE MAINTENANCE	\$140,504	\$115,973	\$130,750	\$142,750	\$85,750
6206 BUILDING MAINTENANCE	\$55,516	\$4,361	\$0	\$0	\$0
6219 OTHER MAINTENANCE	\$11,277	\$9,455	\$12,000	\$22,000	\$12,000
6241 SCBA MAINTENANCE AND TESTING	\$8,714	\$12,352	\$12,500	\$15,000	\$10,000
6242 COMMUNICATION MAINTENANCE	\$5,653	\$4,040	\$8,950	\$8,950	\$7,250
6243 FIREFIGHTING TOOL MAINTENANCE	\$10,519	\$7,656	\$14,000	\$7,500	\$10,000
REPAIRS AND MAINTENANCE	\$233,316	\$154,422	\$184,600	\$198,700	\$128,400

CITY OF TOMBALL		
FUND GENERAL FUND	DEPARTMENT FIRE DEPARTMENT	DIVISION 100-142 - FIRE DEPARTMENT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROFESSIONAL SERVICES-OTHER	\$15,217	\$30,421	\$37,000	\$40,600	\$43,800
6312 PHONE & INTERNET SERVICES	\$32,226	\$28,490	\$29,804	\$30,800	\$23,050
6316 PRINTING AND BINDING	\$0	\$53	\$1,900	\$2,300	\$2,300
6320 COMPUTER SOFTWARE SERVICES	\$992	\$0	\$0	\$0	\$0
6329 OTHER SERVICES	\$5,367	\$5,716	\$6,250	\$6,250	\$6,250
6332 TRAVEL AND MEALS	\$4,655	\$5,906	\$19,200	\$19,200	\$19,200
6333 DUES AND SUBSCRIPTIONS	\$14,019	\$9,305	\$8,700	\$10,000	\$10,000
6335 ADVERTISING COST	\$1,175	\$609	\$2,000	\$2,000	\$1,750
6336 EQUIPMENT RENTALS	\$428	\$0	\$500	\$0	\$0
6337 TRAINING	\$24,321	\$15,468	\$29,250	\$34,500	\$34,500
6350 CHILD SAFETY EDUCATION	\$1,576	\$3,851	\$4,300	\$4,300	\$3,500
6362 PERMITS & LICENSES	\$34	\$0	\$0	\$0	\$0
6398 BANQUETS, DEDICATIONS AND RECEPT	\$89	\$2,228	\$15,000	\$11,000	\$6,000
SERVICES AND CHARGES	\$100,099	\$102,045	\$153,904	\$160,950	\$150,350
6403 MACHINERY & EQUIPMENT	\$0	\$0	\$0	\$47,250	\$0
6405 VEHICLE EQUIPMENT	\$0	\$47	\$0	\$325,000	\$0
CAPITAL OUTLAY	\$0	\$47	\$0	\$372,250	\$0
TOTAL FIRE DEPARTMENT	\$2,747,943	\$2,793,929	\$3,296,791	\$3,651,785	\$3,359,300

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
EMERGENCY MANAGEMENT

DIVISION
100-143 EMERGENCY MANAGEMENT

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6101 OFFICE AND COMPUTER SUPPLIES	\$0	\$63	\$200	\$0	\$0
6102 EDUCATIONAL SUPPLIES	\$0	\$0	\$750	\$0	\$0
6103 COMPUTER EQUIPMENT <\$20,000	\$0	\$0	\$0	\$500	\$0
6105 FOOD SUPPLIES	\$79	\$227	\$300	\$300	\$300
6107 CLOTHING AND UNIFORMS	\$0	\$0	\$500	\$500	\$500
6119 OTHER SUPPLIES	\$0	\$54	\$0	\$0	\$0
6144 EMERGENCY SUPPLIES	\$0	\$0	\$2,000	\$2,000	\$2,000
SUPPLIES	\$79	\$344	\$3,750	\$3,300	\$2,800
6203 RADIO EQUIPMENT MAINTENANCE	\$0	\$0	\$3,000	\$3,000	\$500
REPAIRS AND MAINTENANCE	\$0	\$0	\$3,000	\$3,000	\$500
6312 PHONE & INTERNET SERVICES	\$5,220	\$5,302	\$6,350	\$6,350	\$6,500
6332 TRAVEL AND MEALS	\$0	\$0	\$750	\$750	\$750
6333 DUES AND SUBSCRIPTIONS	\$792	\$0	\$700	\$700	\$700
6337 TRAINING	\$0	\$0	\$750	\$750	\$750
6345 KTTF EXPENSES	\$13,535	\$9,537	\$6,500	\$12,000	\$12,500
SERVICES AND CHARGES	\$19,547	\$14,838	\$15,050	\$20,550	\$21,200
TOTAL EMERGENCY MANAGEMENT	\$19,626	\$15,183	\$21,800	\$26,850	\$24,500

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
ESD #15

DIVISION
100-145 - ESD #15

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$460,669	\$391,136	\$515,386	\$477,200	\$1,193,900
6004 WAGES-PART TIME	\$20,730	\$30,101	\$88,423	\$57,500	\$83,200
6005 WAGES-OVERTIME	\$77,540	\$75,006	\$99,992	\$140,000	\$196,000
6009 WAGES-OTHER	\$22,476	\$22,073	\$27,842	\$13,200	\$0
6010 FIRE RUN PAYMENTS	\$20,531	\$12,497	\$14,600	\$2,000	\$2,000
6011 VACATION PAY	\$15,839	\$21,214	\$30,273	\$27,400	\$0
6012 SICK PAY	\$13,219	\$13,199	\$24,567	\$17,500	\$0
6013 EMERGENCY PAY	\$490	\$1,262	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$0	\$0	\$3,791	\$1,600	\$3,100
6019 LONGEVITY	\$0	\$0	\$2,436	\$3,000	\$3,300
6021 FICA-S.S. AND MEDICARE TAXES	\$46,146	\$41,663	\$54,875	\$55,000	\$113,200
6022 TMRS-EMPLOYER	\$80,626	\$70,102	\$81,528	\$87,800	\$183,100
6025 WORKER COMPENSATION INS.	\$0	\$0	\$12,150	\$13,700	\$27,650
PERSONNEL SERVICES	\$758,266	\$678,252	\$955,863	\$895,900	\$1,805,450
6101 OFFICE AND COMPUTER SUPPLIES	\$1,064	\$878	\$960	\$1,500	\$3,000
6102 EDUCATIONAL SUPPLIES	\$65	\$4,497	\$3,250	\$3,250	\$7,600
6104 JANITORIAL AND CLEANING SUPPLY	\$5,089	\$2,836	\$5,000	\$3,250	\$6,900
6105 FOOD SUPPLIES	\$1,587	\$1,767	\$1,500	\$3,000	\$6,000
6106 MATERIALS AND PARTS	\$164	\$52	\$1,500	\$1,000	\$4,000
6107 CLOTHING AND UNIFORMS	\$22,699	\$28,060	\$26,500	\$26,500	\$72,000
6108 FUEL, OIL AND LUBRICANTS	\$602	\$0	\$0	\$200	\$30,000
6110 CHEMICAL SUPPLIES	\$3,765	\$0	\$0	\$0	\$2,500
6119 OTHER SUPPLIES	\$600	\$1,690	\$1,500	\$3,000	\$5,000
6130 FURNITURE<\$20,000	\$590	\$1,313	\$1,000	\$1,000	\$5,000
6141 SCBA PARTS & SUPPLIES	\$0	\$0	\$0	\$0	\$7,000
6142 COMMUNICATION PARTS & SUPPLIES	\$0	\$0	\$0	\$0	\$4,000
6143 FF TOOL PARTS & SUPPLIES	\$4	\$447	\$250	\$250	\$12,000
SUPPLIES	\$36,228	\$41,540	\$41,460	\$42,950	\$165,000
6201 OFFICE EQUIPMENT MAINTENANCE	\$0	\$0	\$0	\$0	\$1,000
6204 OTHER EQUIPMENT MAINT.	\$316	\$431	\$750	\$300	\$2,700
6205 VEHICLE MAINTENANCE	\$167	\$0	\$0	\$0	\$35,000
6206 BUILDING MAINTENANCE	\$17,578	\$15,378	\$11,535	\$15,000	\$23,200
6219 OTHER MAINTENANCE	\$0	\$0	\$0	\$6,000	\$4,000
6241 SCBA MAINTENANCE	\$0	\$0	\$0	\$0	\$8,400
6242 COMMUNICATION MAINTENANCE	\$717	\$0	\$1,000	\$1,000	\$6,000
6243 FIREFIGHTING TOOL MAINTENANCE	\$53	\$0	\$0	\$0	\$5,000
REPAIRS AND MAINTENANCE	\$18,831	\$15,809	\$13,285	\$22,300	\$85,300
6304 PROF.SERV.-OTHER	\$0	\$2,786	\$5,000	\$5,000	\$25,000
6312 PHONE & INTERNET SERVICES	\$1,121	\$1,648	\$2,860	\$3,200	\$18,000
6313 UTILITIES	\$17,446	\$21,885	\$26,500	\$26,500	\$53,000
6316 PRINTING AND BINDING	\$0	\$0	\$0	\$0	\$1,000

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
ESD #15

DIVISION
100-145 - ESD #15

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6329 OTHER SERVICES	\$1,563	\$1,354	\$0	\$0	\$4,000
6332 TRAVEL AND MEALS	\$389	\$1,196	\$3,750	\$3,750	\$10,000
6333 DUES AND SUBSCRIPTIONS	\$914	\$1,453	\$2,200	\$5,000	\$4,400
6337 TRAINING	\$2,868	\$4,877	\$7,000	\$12,000	\$18,000
6398 BANQUETS, DEDICATIONS AND RECEPTIONS	\$0	\$0	\$0	\$0	\$6,000
SERVICES AND CHARGES	\$24,300	\$35,200	\$47,310	\$55,450	\$139,400
6403 MACHINERY & EQUIPMENT	\$0	\$0	\$0	\$47,300	\$0
6405 VEHICLE EQUIPMENT	\$0	\$0	\$0	\$0	\$900,000
CAPITAL OUTLAY	\$0	\$0	\$0	\$47,300	\$900,000
TOTAL ESD #15	\$837,626	\$770,801	\$1,057,918	\$1,063,900	\$3,095,150

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	PUBLIC WORKS ADMIN.	100-151-PUBLIC WORKS ADMINISTRATION
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$31,512	\$36,303	\$37,430	\$38,500	\$161,900
6005 WAGES-OVERTIME	\$447	\$325	\$1,030	\$1,000	\$3,000
6009 WAGES-OTHER	\$1,809	\$1,854	\$2,014	\$1,000	\$0
6011 VACATION PAY	\$2,201	\$998	\$2,518	\$1,900	\$0
6012 SICK PAY	\$3,259	\$1,275	\$1,678	\$1,400	\$0
6015 SICK TIME BUYBACK	\$0	\$0	\$0	\$0	\$700
6019 LONGEVITY	\$195	\$255	\$315	\$300	\$350
6021 FICA-MED/SS	\$3,004	\$3,072	\$6,681	\$3,300	\$12,900
6022 TMRS-EMPLOYER	\$5,398	\$5,565	\$11,600	\$5,900	\$22,200
6025 WORKER COMPENSATION INS.	\$90	\$73	\$200	\$100	\$1,200
6030 EMPLOYEE TUITION REIMBURSEMENT	\$2,459	\$617	\$4,000	\$0	\$4,000
PERSONNEL SERVICES	\$50,374	\$50,337	\$67,466	\$53,400	\$206,250
6101 OFFICE AND COMPUTER SUPPLIES	\$1,443	\$1,819	\$1,000	\$2,000	\$4,900
6102 EDUCATIONAL SUPPLIES	\$225	\$0	\$200	\$200	\$500
6105 FOOD SUPPLIES	\$3,156	\$5,033	\$4,000	\$7,500	\$5,000
6107 CLOTHING AND UNIFORMS	\$182	\$30	\$300	\$300	\$600
6108 FUEL, OIL AND LUBRICANTS	\$2,582	\$428	\$5,000	\$10,000	\$10,000
6109 POSTAGE	\$22	\$0	\$50	\$50	\$50
6119 OTHER SUPPLIES	\$867	\$780	\$400	\$1,000	\$500
6130 FURNITURE<\$20,000	\$0	\$0	\$0	\$800	\$0
SUPPLIES	\$8,477	\$8,091	\$10,950	\$21,850	\$21,550
6205 VEHICLE MAINTENANCE	\$2,742	\$856	\$2,000	\$2,000	\$2,000
REPAIRS AND MAINTENANCE	\$2,742	\$856	\$2,000	\$2,000	\$2,000
6312 PHONE & INTERNET SERVICES	\$910	\$707	\$750	\$750	\$2,250
6329 OTHER SERVICES	\$0	\$135	\$0	\$0	\$0
6332 TRAVEL AND MEALS	\$879	\$20	\$2,000	\$2,000	\$3,000
6337 TRAINING	\$3,396	\$145	\$7,500	\$7,500	\$13,000
6362 PERMITS & LICENSES	\$71	\$0	\$0	\$150	\$500
SERVICES AND CHARGES	\$5,256	\$1,007	\$10,250	\$10,400	\$18,750
6405 VEHICLE EQUIPMENT	\$0	\$0	\$0	\$0	\$36,000
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$36,000
TOTAL PUBLIC WORKS ADMINISTRATION	\$66,849	\$60,290	\$90,666	\$87,650	\$284,550

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
GARAGE

DIVISION
100-152 - GARAGE

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$88,139	\$86,722	\$87,605	\$89,000	\$107,200
6005 WAGES-OVERTIME	\$10,130	\$7,286	\$10,300	\$10,000	\$10,000
6009 WAGES-OTHER	\$4,544	\$4,848	\$4,723	\$3,000	\$0
6011 VACATION PAY	\$4,446	\$5,961	\$6,985	\$8,500	\$0
6012 SICK PAY	\$493	\$2,264	\$3,935	\$9,000	\$0
6015 SICK TIME BUYBACK	\$0	\$0	\$866	\$0	\$900
6019 LONGEVITY	\$1,000	\$1,120	\$1,241	\$1,250	\$800
6021 FICA-MED/SS	\$8,017	\$8,018	\$8,996	\$9,100	\$9,300
6022 TMRS-EMPLOYER	\$15,103	\$14,934	\$15,619	\$16,300	\$16,000
6025 WORKER COMPENSATION INS.	\$1,765	\$1,560	\$1,800	\$2,200	\$2,200
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$1,800
PERSONNEL SERVICES	\$133,638	\$132,713	\$142,070	\$148,350	\$148,200
6106 MATERIALS AND PARTS	\$2,501	\$2,896	\$32,000	\$34,400	\$14,000
6107 CLOTHING AND UNIFORMS	\$1,501	\$1,348	\$1,550	\$1,550	\$1,700
6108 FUEL, OIL AND LUBRICANTS	\$1,506	\$1,070	\$1,500	\$2,500	\$2,500
6119 OTHER SUPPLIES	\$1,245	\$2,384	\$4,000	\$4,000	\$4,000
SUPPLIES	\$6,753	\$7,698	\$39,050	\$42,450	\$22,200
6204 OTHER EQUIPMENT MAINTENANCE	\$518	\$270	\$300	\$300	\$300
6205 VEHICLE MAINTENANCE	\$1,056	\$2,103	\$1,000	\$1,300	\$1,800
6206 BUILDING MAINTENANCE	\$5,514	\$0	\$2,750	\$2,750	\$0
6207 SYSTEM MAINTENANCE	\$3,903	\$23,157	\$4,000	\$3,000	\$3,000
REPAIRS AND MAINTENANCE	\$10,991	\$25,530	\$8,050	\$7,350	\$5,100
6312 PHONE & INTERNET SERVICES	\$1,996	\$2,296	\$2,150	\$2,150	\$350
6332 TRAVEL AND MEALS	\$148	\$0	\$0	\$0	\$0
6333 DUES AND SUBSCRIPTIONS	\$1,728	\$1,728	\$1,800	\$1,800	\$1,800
6336 EQUIPMENT RENTALS	\$542	\$450	\$450	\$450	\$450
6337 TRAINING	\$540	\$81	\$500	\$0	\$0
6362 PERMITS AND LICENSES	\$0	\$0	\$150	\$0	\$0
SERVICES AND CHARGES	\$4,953	\$4,555	\$5,050	\$4,400	\$2,600
TOTAL GARAGE	\$156,336	\$170,497	\$194,220	\$202,550	\$178,100

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	PARKS	100-153 - PARKS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$201,426	\$208,234	\$224,949	\$235,700	\$284,900
6004 WAGES-PART TIME	\$57,366	\$53,191	\$52,405	\$52,400	\$51,500
6005 WAGES-OVERTIME	\$16,286	\$8,939	\$12,360	\$12,500	\$15,000
6009 WAGES-OTHER	\$11,990	\$12,133	\$13,249	\$9,300	\$0
6011 VACATION PAY	\$13,100	\$16,453	\$13,637	\$15,900	\$0
6012 SICK PAY	\$9,155	\$7,117	\$9,999	\$21,900	\$0
6013 EMERGENCY PAY	\$1,221	\$465	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$0	\$2,167	\$1,637	\$0	\$0
6019 LONGEVITY	\$1,225	\$2,230	\$2,631	\$2,600	\$3,000
6021 FICA-MED/SS	\$23,359	\$22,736	\$25,417	\$26,000	\$27,300
6022 TMRS-EMPLOYER	\$34,871	\$34,851	\$37,170	\$39,700	\$40,100
6025 WORKER COMPENSATION INS.	\$3,237	\$2,575	\$3,350	\$3,600	\$3,700
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$420
PERSONNEL SERVICES	\$373,236	\$371,093	\$396,804	\$419,600	\$425,920
6106 MATERIALS AND PARTS	\$37,169	\$27,829	\$30,000	\$30,000	\$35,000
6107 CLOTHING AND UNIFORMS	\$4,520	\$3,163	\$4,200	\$3,750	\$4,800
6108 FUEL, OIL AND LUBRICANTS	\$8,259	\$8,890	\$10,000	\$14,000	\$14,000
6110 CHEMICAL SUPPLIES	\$3,186	\$6,699	\$3,500	\$7,500	\$6,000
6119 OTHER SUPPLIES	\$17,258	\$31,919	\$16,500	\$16,500	\$48,500
SUPPLIES	\$70,392	\$78,500	\$64,200	\$71,750	\$108,300
6204 OTHER EQUIPMENT MAINTENANCE	\$8,154	\$7,372	\$8,000	\$8,000	\$8,000
6205 VEHICLE MAINTENANCE	\$3,366	\$3,244	\$3,000	\$4,000	\$5,000
6207 SYSTEM MAINTENANCE	\$229,851	\$189,831	\$124,860	\$153,100	\$148,500
6219 OTHER MAINTENANCE	\$20,930	\$4	\$10,000	\$11,500	\$8,500
REPAIRS AND MAINTENANCE	\$262,301	\$200,451	\$145,860	\$176,600	\$170,000
6304 PROFESSIONAL SERVICES, OTHER	\$506	\$17,469	\$7,500	\$7,500	\$157,500
6312 PHONE & INTERNET SERVICES	\$3,204	\$2,915	\$3,500	\$4,500	\$4,080
6321 SYSTEM CONTRACT SERVICES	\$2,524	\$3,448	\$10,000	\$10,000	\$10,000
6329 OTHER SERVICES	\$380	\$28,419	\$28,000	\$28,000	\$33,000
6335 ADVERTISING COST	\$275	\$0	\$0	\$0	\$0
6336 EQUIPMENT RENTALS	\$1,050	\$1,240	\$5,000	\$3,500	\$3,500
SERVICES AND CHARGES	\$7,938	\$53,490	\$54,000	\$53,500	\$208,080
6409 SYSTEM EXPANSION	\$28,700	\$0	\$0	\$0	\$0
6411 LITTLE LEAGUE EXPENSE	\$0	\$0	\$0	\$0	\$40,000
CAPITAL OUTLAY	\$28,700	\$0	\$0	\$0	\$40,000
6999 TRANSFER TO CAPITAL PROJ. FUND	\$350,000	\$285,000	\$100,000	\$100,000	\$450,000
TRANSFERS	\$350,000	\$285,000	\$100,000	\$100,000	\$450,000
TOTAL PARKS	\$1,092,566	\$988,534	\$760,864	\$821,450	\$1,402,300

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	STREETS	100-154 - STREETS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$65,334	\$67,020	\$65,537	\$67,400	\$78,600
6003 WAGES-FULL TIME	\$258,007	\$268,598	\$300,107	\$299,100	\$488,900
6004 WAGES-PART TIME	\$8,283	\$8,720	\$5,150	\$15,000	\$5,000
6005 WAGES-OVERTIME	\$9,619	\$19,946	\$26,265	\$20,000	\$22,100
6009 WAGES-OTHER	\$15,405	\$18,683	\$21,100	\$11,900	\$0
6011 VACATION PAY	\$17,046	\$17,411	\$21,795	\$17,200	\$0
6012 SICK PAY	\$4,436	\$11,160	\$16,206	\$18,700	\$0
6013 EMERGENCY PAY	\$0	\$106	\$0	\$500	\$0
6015 SICK TIME BUYBACK	\$1,123	\$2,663	\$3,457	\$700	\$2,800
6019 LONGEVITY	\$3,125	\$2,775	\$3,307	\$3,200	\$2,750
6021 FICA-MED/SS	\$27,615	\$30,196	\$35,688	\$33,900	\$46,200
6022 TMRS-EMPLOYER	\$51,430	\$55,570	\$61,281	\$58,600	\$79,200
6025 WORKER COMPENSATION INS.	\$14,689	\$12,941	\$14,850	\$17,900	\$26,200
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
PERSONNEL SERVICES	\$476,113	\$515,789	\$574,743	\$564,100	\$752,650
6106 MATERIALS AND PARTS	\$38,789	\$52,694	\$55,500	\$55,500	\$65,500
6107 CLOTHING AND UNIFORMS	\$6,224	\$5,417	\$6,785	\$6,125	\$11,500
6108 FUEL, OIL AND LUBRICANTS	\$19,106	\$26,268	\$20,000	\$35,000	\$35,000
6119 OTHER SUPPLIES	\$16,525	\$18,076	\$16,000	\$55,000	\$31,000
SUPPLIES	\$80,645	\$102,455	\$98,285	\$151,625	\$143,000
6204 OTHER EQUIPMENT MAINTENANCE	\$39,997	\$32,194	\$30,000	\$35,000	\$35,000
6205 VEHICLE MAINTENANCE	\$11,278	\$11,153	\$7,200	\$9,000	\$10,700
6206 BUILDING MAINTENANCE	\$0	\$59	\$0	\$0	\$0
6207 SYSTEM MAINTENANCE	\$80,567	\$298,874	\$320,000	\$320,000	\$370,000
REPAIRS AND MAINTENANCE	\$131,842	\$342,280	\$357,200	\$364,000	\$415,700
6302 PROFESSIONAL SERVICES,ENGINEER	\$0	\$4,800	\$0	\$0	\$0
6304 PROFESSIONAL SERVICES,OTHER	\$12,129	\$10,726	\$15,000	\$15,000	\$865,000
6312 PHONE & INTERNET SERVICES	\$3,262	\$4,023	\$4,100	\$4,100	\$4,700
6313 UTILITIES-ELECTRIC	(\$3,018)	\$0	\$0	\$0	\$0
6319 MOSQUITO CONTROL	\$15,681	\$31,275	\$16,000	\$20,000	\$20,000
6329 OTHER SERVICES	\$3,940	\$0	\$44,000	\$44,000	\$50,000
6332 TRAVEL AND MEALS	\$9	\$0	\$0	\$0	\$0
6336 EQUIPMENT RENTALS	\$0	\$1,050	\$1,500	\$1,500	\$1,500
6337 TRAINING	\$535	\$0	\$0	\$0	\$0
6338 STREET LIGHTS - ELECTRIC	\$105,728	\$135,591	\$85,000	\$115,000	\$115,000
6362 PERMITS AND LICENSES	\$200	\$200	\$500	\$200	\$500
SERVICES AND CHARGES	\$138,465	\$187,664	\$166,100	\$199,800	\$1,056,700

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
STREETS

DIVISION
100-154 - STREETS

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6403 MACHINERY AND EQUIPMENT	\$0	\$0	\$45,000	\$21,100	\$55,000
6405 VEHICLE EQUIPMENT	\$0	\$0	\$0	\$0	\$56,000
6409 SYSTEM EXPANSION	\$32,855	\$0	\$0	\$0	\$0
CAPITAL OUTLAY	\$32,855	\$0	\$45,000	\$21,100	\$55,000
6999 TRANSFER TO CAPITAL PROJ. FUND	\$250,000	\$261,012	\$330,000	\$330,000	\$400,000
TRANSFERS	\$250,000	\$261,012	\$330,000	\$330,000	\$400,000
TOTAL STREETS	\$1,109,920	\$1,409,200	\$1,571,328	\$1,630,625	\$2,823,050

CITY OF TOMBALL

FUND
GENERAL FUND

DEPARTMENT
SANITATION

DIVISION
100-155 SANITATION

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6119 OTHER SUPPLIES	\$68	\$40,400	\$45,000	\$42,000	\$45,000
SUPPLIES	\$68	\$40,400	\$45,000	\$42,000	\$45,000
6304 PROFESSIONAL SERVICES-OTHER	\$57,674	\$72,619	\$65,000	\$75,000	\$75,000
6327 GARBAGE SERVICES	\$1,700,091	\$1,617,015	\$1,700,000	\$1,775,000	\$1,850,000
6329 OTHER SERVICES	\$0	\$4,014	\$5,000	\$10,000	\$10,000
6362 PERMITS AND LICENSES	\$200	\$200	\$200	\$200	\$200
SERVICES AND CHARGES	\$1,757,964	\$1,693,849	\$1,770,200	\$1,860,200	\$1,935,200
TOTAL SANITATION	\$1,758,032	\$1,734,249	\$1,815,200	\$1,902,200	\$1,980,200

CITY OF TOMBALL					
FUND	DEPARTMENT			DIVISION	
GENERAL FUND	ENGINEERING AND PLANNING			100-156 ENGINEERING & PLANNING	
DETAILS					

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$177,864	\$146,498	\$250,265	\$169,800	\$380,000
6003 WAGES-FULL TIME	\$160,573	\$166,654	\$89,828	\$120,100	\$103,500
6005 WAGES-OVERTIME	\$133	\$665	\$3,348	\$3,300	\$3,250
6009 WAGES-OTHER	\$16,993	\$16,918	\$18,146	\$8,000	\$0
6011 VACATION PAY	\$11,842	\$29,260	\$19,812	\$21,800	\$0
6012 SICK PAY	\$3,118	\$33,049	\$15,122	\$10,000	\$0
6015 SICK TIME BUYBACK	\$2,976	\$4,323	\$3,059	\$800	\$1,600
6019 LONGEVITY	\$1,235	\$1,535	\$1,301	\$900	\$860
6021 FICA-S.S. AND MEDICARE TAXES	\$28,488	\$30,270	\$31,391	\$25,700	\$38,100
6022 TMRS-EMPLOYER	\$52,598	\$55,210	\$54,503	\$45,500	\$65,800
6025 WORKER COMPENSATION INS.	\$864	\$749	\$1,300	\$1,000	\$1,550
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$3,600
6035 AUTO ALLOWANCE	\$0	\$0	\$0	\$0	\$4,800
PERSONNEL SERVICES	\$456,683	\$485,131	\$488,075	\$406,900	\$603,060
6101 OFFICE AND COMPUTER SUPPLIES	\$1,832	\$1,019	\$4,000	\$2,500	\$5,000
6105 FOOD SUPPLIES	\$296	\$405	\$1,000	\$300	\$1,000
6107 CLOTHING AND UNIFORMS	\$507	\$383	\$750	\$750	\$1,250
6108 FUEL, OIL AND LUBRICANTS	\$963	\$1,182	\$1,500	\$1,500	\$1,500
6109 POSTAGE	\$4,430	\$1,116	\$4,000	\$2,000	\$2,500
6119 OTHER SUPPLIES	\$0	\$0	\$0	\$1,500	\$0
6130 FURNITURE<\$20,000	\$0	\$0	\$0	\$375	\$0
SUPPLIES	\$8,028	\$4,105	\$11,250	\$8,925	\$11,250
6205 VEHICLE MAINTENANCE	\$310	\$96	\$1,000	\$500	\$1,000
REPAIRS AND MAINTENANCE	\$310	\$96	\$1,000	\$500	\$1,000
6302 PROF.SERV.-ENGINEERING	\$11,750	\$61,913	\$50,000	\$61,250	\$519,400
6304 PROF.SERV.-OTHER	\$4,296	\$20	\$0	\$100,000	\$25,000
6312 PHONE & INTERNET SERVICES	\$3,794	\$3,568	\$3,600	\$3,000	\$0
6332 TRAVEL AND MEALS	\$1,139	\$0	\$7,500	\$3,000	\$7,500
6333 DUES AND SUBSCRIPTIONS	\$358	\$423	\$1,500	\$1,000	\$1,500
6334 AUTOMOBILE ALLOWANCES	\$4,768	\$3,867	\$4,800	\$4,800	\$0
6335 ADVERTISING COST	\$2,676	\$3,943	\$5,000	\$4,000	\$4,000
6337 TRAINING	\$1,965	\$75	\$5,500	\$2,500	\$8,500
6362 PERMITS AND LICENSES	\$237	\$200	\$750	\$300	\$1,750
SERVICES AND CHARGES	\$30,982	\$74,008	\$78,650	\$179,850	\$567,650
TOTAL ENGINEERING AND PLANNING	\$496,003	\$563,340	\$578,975	\$596,175	\$1,182,960

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL FUND	FACILITIES MAINTENANCE	100-157 FACILITIES MAINTENANCE
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$82,283	\$72,102	\$80,989	\$83,100	\$100,800
6005 WAGES-OVERTIME	\$1,138	\$3,613	\$5,150	\$5,300	\$5,000
6009 WAGES-OTHER	\$5,034	\$4,308	\$4,914	\$3,300	\$0
6011 VACATION PAY	\$9,640	\$6,816	\$6,817	\$5,900	\$0
6012 SICK PAY	\$799	\$8,321	\$3,709	\$3,600	\$0
6013 EMERGENCY PAY	\$0	\$1,026	\$0	\$200	\$0
6015 SICK TIME BUYBACK	\$1,529	\$629	\$829	\$800	\$700
6019 LONGEVITY	\$2,530	\$1,790	\$1,911	\$2,000	\$2,000
6021 FICA-S.S. AND MEDICARE TAXES	\$7,858	\$7,154	\$8,091	\$7,800	\$8,400
6022 TMRS-EMPLOYER	\$14,310	\$13,563	\$14,048	\$14,000	\$14,500
6025 WORKER COMPENSATION INS.	\$1,945	\$1,719	\$2,000	\$2,400	\$2,400
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
PERSONNEL SERVICES	\$127,066	\$121,042	\$128,458	\$128,400	\$134,700
6101 OFFICE AND COMPUTER SUPPLIES	\$166	\$0	\$0	\$0	\$0
6104 JANITORIAL AND CLEANING SUPPLY	\$9,861	\$8,710	\$10,500	\$10,000	\$11,000
6105 FOOD SUPPLIES	\$4,069	\$3,366	\$3,000	\$4,500	\$3,500
6106 MATERIALS AND PARTS	\$3,718	\$4,151	\$3,000	\$5,500	\$5,500
6107 CLOTHING AND UNIFORMS	\$1,440	\$1,299	\$1,450	\$1,300	\$1,600
6108 FUEL, OIL AND LUBRICANTS	\$1,799	\$8,633	\$2,000	\$5,000	\$5,000
6119 OTHER SUPPLIES	\$2,221	\$9,396	\$4,250	\$15,000	\$4,350
6130 FURNITURE<\$20,000	\$0	\$1,848	\$0	\$0	\$0
SUPPLIES	\$23,274	\$37,404	\$24,200	\$41,300	\$30,950
6204 EQUIPMENT MAINT.	\$314	\$0	\$0	\$0	\$0
6205 VEHICLE MAINTENANCE	\$683	\$841	\$1,000	\$1,500	\$1,000
6206 BUILDING MAINTENANCE	\$175,170	\$457,379	\$430,000	\$435,500	\$315,200
6219 OTHER MAINTENANCE	\$1,263	\$2,485	\$0	\$0	\$0
REPAIRS AND MAINTENANCE	\$177,429	\$460,705	\$431,000	\$437,000	\$316,200
6304 PROF.SERV.-OTHER	\$7,060	\$6,164	\$0	\$3,500	\$28,000
6311 JANITORIAL SERVICES	\$92,829	\$86,645	\$87,000	\$87,000	\$95,000
6312 PHONE & INTERNET SERVICES	\$36,634	\$37,759	\$40,000	\$40,000	\$39,100
6313 UTILITIES	\$139,166	\$196,909	\$140,000	\$150,000	\$150,000
6336 EQUIPMENT RENTALS	\$2,534	\$9,822	\$2,200	\$2,200	\$2,200
6362 PERMITS AND LICENSES	\$0	\$0	\$100	\$100	\$0
SERVICES AND CHARGES	\$278,224	\$337,299	\$269,300	\$282,800	\$314,300
6403 MACHINERY & EQUIPMENT	\$0	\$0	\$0	\$20,700	\$75,250
6406 LAND AND BUILDINGS	\$0	\$75,126	\$0	\$74,100	\$42,000
CAPITAL OUTLAY	\$0	\$75,126	\$0	\$94,800	\$117,250
TOTAL FACILITIES MAINTENANCE	\$605,992	\$1,031,576	\$852,958	\$984,300	\$913,400

200 - General Special Revenue Fund Seizure

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Seized Funds	\$ 6,574	\$ -	\$ -	\$ 2,100	\$ -
Interest	1,032	105	150	500	1,000
Total	\$ 7,605	\$ 105	\$ 150	\$ 2,600	\$ 1,000
Expenditures:					
Transfers	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Revenues Over (Under)					
Expenditures	\$ 7,605	\$ 105	\$ 150	\$ 2,600	\$ (99,000)
Beginning Fund Balance	\$ 107,180	\$ 114,785	\$ 114,890	\$ 114,890	\$ 117,490
Ending Fund Balance	\$ 114,785	\$ 114,890	\$ 115,040	\$ 117,490	\$ 18,490

Fund Description:

The General Special Revenue fund accounts for Police forfeiture funds. Forfeiture funds are awards of monies or property by the courts related to cases that involve the Tomball Police Department. According to Chapter 59, Article 6, Paragraph (d) of the Code of Criminal Procedure, "Proceeds awarded under this chapter to a law enforcement agency may be spent by the agency after a budget for the expenditures of the proceeds has been submitted to the governing body of the municipality."

**CITY OF TOMBALL
GENERAL SPECIAL FUND - 200**

GENERAL SPECIAL FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5785 POLICE SEIZED FUNDS	\$ 6,574	\$ -	\$ -	\$ 2,100	\$ -
5800 INTEREST	1,032	105	150	500	1,000
TOTAL GENERAL SPECIAL FUND	\$ 7,605	\$ 105	\$ 150	\$ 2,600	\$ 1,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL SPECIAL FUND	POLICE SEIZURE FUNDS	200-221 POLICE SEIZURE FUNDS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6691 TRANSFERS OUT	\$0	\$0	\$0	\$0	\$100,000
TRANSFERS	\$0	\$0	\$0	\$0	\$100,000
TOTAL POLICE SEIZURE FUNDS	\$0	\$0	\$0	\$0	\$100,000

201 - POLICE GRANT FUND (LEOSE)

**Statement of Revenues, Expenditures and Changes in Fund Balance
2022-2023 Proposed Budget**

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
LEOSE Funds	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
Total	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
Expenditures:					
Services and Charges	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues Over (Under)					
Expenditures	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ 28,350	\$ 31,350
Ending Fund Balance	\$ -	\$ -	\$ -	\$ 31,350	\$ 34,350

Fund Description:

The Police Grant Fund (LEOSE) fund was created to properly account for Police LEOSE funds received by the City of Tomball. The law enforcement officer standards and education (LEOSE) funds are intended to be used to provide continuing education for law enforcement officers.

**CITY OF TOMBALL
POLICE GRANT FUND (LEOSE) - 201**

POLICE GRANT FUND (LEOSE)	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5740 OTHER GRANTS	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
TOTAL POLICE GRANT FUND (LEOSE)	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
POLICE GRANT FUND (LEOSE)	POLICE GRANT FUND (LEOSE)	201-121 POLICE GRANT FUND (LEOSE)
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6337 TRAINING	\$0	\$0	\$0	\$0	\$0
SERVICES AND CHARGES	\$0	\$0	\$0	\$0	\$0
TOTAL POLICE SEIZURE FUNDS	\$0	\$0	\$0	\$0	\$0

205 - State & Federal Grants

Statement of Revenues, Expenditures and Changes in Fund Balance

2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
State Grants	\$ 57,074	\$ 1,523,566	\$ -	\$ -	\$ -
Interest	-	808	50	-	-
Other	-	-	-	14,800	-
Total	\$ 57,074	\$ 1,524,374	\$ 50	\$ 14,800	\$ -
Expenditures:					
Capital Outlay	\$ 57,074	\$ 1,523,566	\$ -	\$ -	\$ -
Transfers	-	808	-	-	-
Total	\$ 57,074	\$ 1,524,374	\$ -	\$ -	\$ -
Revenues Over (Under)					
Expenditures	\$ -	\$ -	\$ 50	\$ 14,800	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 14,800
Ending Fund Balance	\$ -	\$ -	\$ 50	\$ 14,800	\$ 14,800

CITY OF TOMBALL
STATE & FEDERAL GRANTS FUND - 205

STATE & FEDERAL GRANTS FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5711 STATE GRANT	\$ 57,074	\$ 1,523,566	\$ -	\$ -	\$ -
5740 OTHER GRANTS	-	-	-	14,800	-
5800 INTEREST	-	808	50	-	-
TOTAL STATE & FEDERAL GRANTS FUND	\$ 57,074	\$ 1,524,374	\$ 50	\$ 14,800	\$ -

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
STATE & FEDERAL GRANTS	STATE & FEDERAL GRANTS	205-154 STATE & FED GRANTS FUND
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$57,074	\$1,523,566	\$0	\$0	\$0
CAPITAL OUTLAY	\$57,074	\$1,523,566	\$0	\$0	\$0
6691 TRANSFERS OUT	\$0	\$808	\$0	\$0	\$0
TRANSFERS	\$0	\$808	\$0	\$0	\$0
TOTAL STATE & FEDERAL GRANTS FUNDS	\$57,074	\$1,524,374	\$0	\$0	\$0

215 - American Rescue Plan Fund

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
American Rescue Plan Funds	\$ -	\$ -	\$ -	\$ 70,000	\$ 2,848,422
Total	\$ -	\$ -	\$ -	\$ 70,000	\$ 2,848,422
Expenditures:					
Supplies	\$ -	\$ -	\$ -	\$ 70,000	\$ 2,848,422
Total	\$ -	\$ -	\$ -	\$ 70,000	\$ 2,848,422
Revenues Over (Under)					
Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -

Fund Description:

As a result of the American Rescue Plan Act of 2021, the City received an allocation State and Local Fiscal Recovery Funds (SLFRF). This fund is used to track the allocated funds and the associated expenditures.

**CITY OF TOMBALL
AMERICAN RESCUE PLAN FUND - 215**

AMERICAN RESCUE PLAN FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5712 AMERICAN RESCUE PLAN ACT FUND	\$ -	\$ -	\$ -	\$ 70,000	\$ 2,848,422
TOTAL AMERICAN RESCUE PLAN FUND	\$ -	\$ -	\$ -	\$ 70,000	\$ 2,848,422

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
AMERICAN RESCUE PLAN FUND	AMERICAN RESCUE PLAN FUND	215-215 AMERICAN RESCUE PLAN FUND
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6106 MATERIALS AND SUPPLIES	\$0	\$0	\$0	\$70,000	\$2,848,422
SUPPLIES	\$0	\$0	\$0	\$70,000	\$2,848,422
TOTAL AMERICAN RESCUE PLAN FUND	\$0	\$0	\$0	\$70,000	\$2,848,422

220 - Municipal Court Building Security Fund

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Fines and Warrants	\$ 8,480	\$ 11,284	\$ 11,000	\$ 9,000	\$ 9,000
Interest	2,074	224	150	800	1,500
Total	\$ 10,553	\$ 11,508	\$ 11,149	\$ 9,800	\$ 10,500
Expenditures:					
Supplies	\$ -	\$ 11,606	\$ 10,000	\$ 10,000	\$ -
Maintenance	-	-	150,000	100,000	-
Total	\$ -	\$ 11,606	\$ 160,000	\$ 110,000	\$ -
Revenues Over (Under)					
Expenditures	\$ 10,553	\$ (98)	\$ (148,851)	\$ (100,200)	\$ 10,500
Beginning Fund Balance	\$ 243,799	\$ 254,352	\$ 254,254	\$ 254,254	\$ 154,054
Ending Fund Balance	\$ 254,352	\$ 254,254	\$ 105,403	\$ 154,054	\$ 164,554

Fund Description:

In prior years, the General Fund accounted for the City's court building security fees. In order to more accurately account for these funds, in FY 2006-07, the City created the Municipal Court Building Security Fee fund. These fees are generated from court fines. By law, these funds can only be spent on the City's municipal court.

CITY OF TOMBALL
MUNICIPAL COURT BUILDING SECURITY - 220

MUNICIPAL COURT- BUILDING SECURITY	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5311 MUNICIPAL COURT BLDG-SECURITY	\$ 8,480	\$ 11,284	\$ 11,000	\$ 9,000	\$ 9,000
5800 INTEREST INCOME	2,074	224	150	800	1,500
TOTAL MUNICIPAL COURT- BUILDING SECURITY	\$ 10,553	\$ 11,508	\$ 11,150	\$ 9,800	\$ 10,500

FUND	CITY OF TOMBALL	DIVISION
MUNICIPAL COURT- BUILDINGG SECURITY	DEPARTMENT MUNICIPAL COURT	220-122 - MUNICIPAL COURT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6119 OTHER SUPPLIES	\$0	\$11,606	\$10,000	\$10,000	\$0
SUPPLIES	\$0	\$11,606	\$10,000	\$10,000	\$0
6206 BUILDING MAINTENANCE	\$0	\$0	\$150,000	\$100,000	\$0
REPAIRS AND MAINTENANCE	\$0	\$0	\$150,000	\$100,000	\$0
6304 PROFESSIONAL SERVICES, OTHER	\$2,623	\$2,326	\$0	\$1,050	\$0
SERVICES AND CHARGES	\$2,623	\$2,326	\$0	\$1,050	\$0
TOTAL MUNICIPAL COURT - BUILDING SECURITY	\$2,623	\$13,932	\$160,000	\$111,050	\$0

230 - Municipal Court Technology Fund

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2023 Projection	FY 2023 Budget
Revenues:					
Fines and Warrants	\$ 9,372	\$ 10,058	\$ 12,000	\$ 8,000	\$ 8,000
Interest	1,846	141	150	800	1,500
Total	\$ 11,218	\$ 10,199	\$ 12,149	\$ 8,800	\$ 9,500
Expenditures:					
Supplies	\$ -	\$ 41,542	\$ 28,000	\$ 26,875	\$ 15,800
Services and Charges	8,292	-	-	-	-
Total	\$ 8,292	\$ 41,542	\$ 28,000	\$ 26,875	\$ 15,800
Revenues Over (Under)					
Expenditures	\$ 2,927	\$ (31,343)	\$ (15,851)	\$ (18,075)	\$ (6,300)
Beginning Fund Balance	\$ 181,091	\$ 184,018	\$ 152,675	\$ 152,675	\$ 134,600
Ending Fund Balance	\$ 184,018	\$ 152,675	\$ 136,824	\$ 134,600	\$ 128,300

Fund Description:

In prior years, the General Fund accounted for the City's court technology fees. In order to more accurately account for these funds, in FY 2006-07, the City created the Municipal Court Technology Fund. These fees are generated from court fines. By law, these funds can only be spent on the City's municipal court.

CITY OF TOMBALL

Municipal Court Technology Fund Detail - 230

MUNICIPAL COURT TECHNOLOGY FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5312 COURT TECHNOLOGY FEE	\$ 9,372	\$ 10,058	\$ 12,000	\$ 8,000	\$ 8,000
5800 INTEREST INCOME	1,846	141	150	800	1,500
TOTAL MUNICIPAL COURT TECHNOLOGY FUND	\$ 11,218	\$ 10,199	\$ 12,150	\$ 8,800	\$ 9,500

FUND	CITY OF TOMBALL	DIVISION
MUNICIPAL COURT TECHNOLOGY FUND	DEPARTMENT MUNICIPAL COURT	230-122 - MUNICIPAL COURT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6101 OFFICE AND COMPUTER SUPPLIES	\$0	\$41,542	\$28,000	\$26,875	\$15,800
SUPPLIES	\$0	\$41,542	\$28,000	\$26,875	\$15,800
6320 COMPUTER SOFTWARE	\$8,292	\$0	\$0	\$0	\$0
SERVICES AND CHARGES	\$8,292	\$0	\$0	\$0	\$0
TOTAL MUNICIPAL COURT TECHNOLOGY	\$8,292	\$41,542	\$28,000	\$26,875	\$15,800

240 - Hotel Occupancy Tax Fund

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Occupancy Tax	\$ 480,982	\$ 486,519	\$ 450,000	\$ 550,000	\$ 600,000
Miscellaneous Income	-	-	1,000	-	-
Event Revenue	3,050	-	3,000	-	-
Interest	4,592	342	500	2,500	5,000
Transfers In	126,000	126,000	126,000	126,000	126,000
Total	\$ 614,624	\$ 612,861	\$ 580,500	\$ 678,500	\$ 731,000
Expenditures:					
Grants	\$ 208,403	\$ 179,370	\$ 256,000	\$ 258,500	\$ 266,000
Second Saturday Events	22,511	5,031	38,100	38,300	38,300
Tourism	353,536	346,793	469,971	461,300	377,200
Transfer to Employee Benefits Trust Fund	20,128	20,128	32,969	32,969	20,600
Total	\$ 604,579	\$ 551,322	\$ 797,040	\$ 791,069	\$ 702,100
Revenues Over (Under)					
Expenditures	\$ 10,075	\$ 61,569	\$ (216,510)	\$ (112,539)	\$ 28,930
Beginning Fund Balance	\$ 612,397	\$ 622,472	\$ 684,041	\$ 684,041	\$ 571,502
Ending Fund Balance	\$ 622,472	\$ 684,041	\$ 467,531	\$ 571,502	\$ 600,432

Fund Description:

The Hotel Occupancy Tax Fund accounts for revenues received from hotel occupancy taxes. By state statute, cities with populations of less than 125,000 must spend at least 1% of hotel tax revenues on advertising, no more than 15% on the encouragement, promotion, improvement, and application of the arts and a maximum of 50% on historical preservation. Hotels submit quarterly to the City an occupancy tax based upon 7% of total room receipts. Compliance with the provisions of the state statutes is monitored by the City administration on a continuing basis.

25% of Operating Expenses - Target	103%	124%	59%	72%	86%
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CITY OF TOMBALL
HOTEL OCCUPANCY TAX FUND - 240

HOTEL OCCUPANCY FUND	2020	2021	2022	2022	2023
	ACTUAL	ACTUAL	BUDGET	PROJECTION	BUDGET
5180 HOTEL OCCUPANCY TAX	\$ 480,982	\$ 486,519	\$ 450,000	\$ 550,000	\$ 600,000
5550 MISCELLANEOUS INCOME	-	-	1,000	-	-
5555 EVENT SPONSORSHIP REVENUE	3,050	-	3,000	-	-
5800 INTEREST INCOME	4,592	342	500	2,500	5,000
5910 TRANSFER FROM GENERAL FUND	126,000	126,000	126,000	126,000	126,000
TOTAL HOTEL OCCUPANCY TAX FUND	\$ 614,624	\$ 612,861	\$ 580,500	\$ 678,500	\$ 731,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	HOTEL OCCUPANCY TAX	240-240 HOT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6301 PROF.SERV.-AUDIT AND ACCTNG.	\$4,193	\$1,100	\$3,000	\$3,000	\$3,000
6342 DEPOT MUSEUM	\$710	\$1,542	\$5,000	\$5,000	\$5,000
6351 TOMBALL CHAMBER OF COMMERCE	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
6356 TOMBALL SISTER CITY ORG.	\$122,000	\$106,000	\$160,000	\$160,000	\$160,000
6359 GRANTS	\$46,500	\$35,729	\$53,000	\$55,500	\$63,000
SERVICES AND CHARGES	\$208,403	\$179,370	\$256,000	\$258,500	\$266,000
TOTAL HOTEL OCCUPANCY TAX	\$208,403	\$179,370	\$256,000	\$258,500	\$266,000

CITY OF TOMBALL

FUND
HOTEL OCCUPANCY TAX

DEPARTMENT
2ND SATURDAY EVENTS

DIVISION
240-241 2ND SATURDAY EVENTS

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES- ADMINISTRATIVE	(\$164)	\$0	\$0	\$0	\$0
6021 FICA-S.S. AND MEDICARE TAXES	(\$12)	\$0	\$0	\$0	\$0
6022 TMRS RETIREMENT-EMPLOYER	(\$22)	\$0	\$0	\$0	\$0
PERSONNEL SERVICES	(\$198)	\$0	\$0	\$0	\$0
6105 FOOD SUPPLIES	\$817	\$155	\$1,500	\$1,500	\$1,500
6119 OTHER SUPPLIES	\$1,947	\$27	\$8,500	\$8,500	\$8,500
SUPPLIES	\$2,763	\$182	\$10,000	\$10,000	\$10,000
6304 PROFESSIONAL SERVICES, OTHER	\$4,060	\$0	\$6,500	\$6,500	\$6,500
6312 COMMUNICATION SERVICES	(\$6)	\$0	\$0	\$0	\$0
6327 GARBAGE SERVICES	\$570	\$0	\$600	\$800	\$800
6329 OTHER SERVICES	\$7,765	\$3,384	\$8,500	\$8,500	\$8,500
6334 AUTOMOBILE ALLOWANCE	(\$291)	\$0	\$0	\$0	\$0
6335 ADVERTISING COST	\$1,176	\$145	\$3,500	\$3,500	\$3,500
6336 EQUIPMENT RENTALS	\$1,448	\$0	\$5,000	\$5,000	\$5,000
6337 TRAINING	\$275	\$0	\$0	\$0	\$0
6358 OTHER TOURISM EXPENDITURE	\$4,951	\$1,320	\$4,000	\$4,000	\$4,000
SERVICES AND CHARGES	\$19,946	\$4,849	\$28,100	\$28,300	\$28,300
TOTAL 2ND SATURDAY EVENTS	\$22,511	\$5,031	\$38,100	\$38,300	\$38,300

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
HOTEL OCCUPANCY TAX	MARKETING/INFORMATION CENTER	240-243 MARKETING
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES- ADMINISTRATIVE	\$137,630	\$125,381	\$129,913	\$96,900	\$71,100
6003 WAGES- FULL TIME	\$34,484	\$36,096	\$36,359	\$37,900	\$40,500
6005 WAGES-OVERTIME	\$1,466	\$1,342	\$1,545	\$6,000	\$6,000
6009 WAGES-OTHER	\$9,858	\$7,252	\$8,915	\$5,000	\$0
6011 VACATION PAY	\$6,503	\$10,779	\$10,342	\$13,200	\$0
6012 SICK PAY	\$1,549	\$2,675	\$7,429	\$29,100	\$0
6013 EMERGENCY PAY	\$0	\$0	\$0	\$1,000	\$0
6015 SICK TIME BUYBACK	\$2,329	\$1,561	\$1,689	\$1,700	\$0
6019 LONGEVITY	\$835	\$1,030	\$776	\$700	\$100
6021 FICA-S.S. AND MEDICARE TAXES	\$15,272	\$14,660	\$16,498	\$15,000	\$9,300
6022 TMRS-EMPLOYER	\$28,212	\$27,041	\$27,905	\$26,200	\$16,000
6024 HEALTH INSURANCE	\$0	\$161	\$0	\$0	\$0
6025 WORKER COMPENSATION INS.	\$271	\$218	\$300	\$300	\$200
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$900
6035 AUTO ALLOWANCE	\$0	\$0	\$0	\$0	\$2,400
PERSONNEL SERVICES	\$238,410	\$228,196	\$241,671	\$233,000	\$146,500
6101 OFFICE AND COMPUTER SUPPLIES	\$1,441	\$1,125	\$4,700	\$4,200	\$4,700
6105 FOOD SUPPLIES	\$840	\$589	\$1,200	\$1,200	\$1,200
6107 CLOTHING AND UNIFORMS	\$537	\$127	\$1,700	\$1,700	\$1,700
6109 POSTAGE	\$105	\$173	\$1,500	\$500	\$500
6119 OTHER SUPPLIES	\$2,580	\$4,749	\$6,000	\$6,000	\$6,000
6130 FURNITURE <\$20,000	\$0	\$290	\$500	\$500	\$500
SUPPLIES	\$5,502	\$7,053	\$15,600	\$14,100	\$14,600
6204 OTHER EQUIPMENT MAINTENANCE	\$0	\$0	\$0	\$1,500	\$0
REPAIRS AND MAINTENANCE	\$0	\$0	\$0	\$1,500	\$0
6304 PROFESSIONAL SERVICES, OTHER	\$22,936	\$28,217	\$50,000	\$50,000	\$50,000
6312 PHONE & INTERNET SERVICES	\$1,922	\$900	\$2,000	\$2,000	\$1,100
6327 GARBAGE SERVICES	\$855	\$5,036	\$3,500	\$5,000	\$5,000
6329 OTHER SERVICES	\$4,388	\$2,435	\$6,000	\$6,000	\$6,000
6332 TRAVEL AND MEALS	\$2,058	\$1,564	\$7,000	\$7,000	\$7,000
6333 DUES AND SUBSCRIPTIONS	\$5,013	\$4,032	\$10,000	\$10,000	\$10,000
6334 AUTOMOBILE ALLOWANCE	\$7,169	\$6,400	\$7,200	\$7,200	\$0
6335 ADVERTISING COST	\$46,660	\$27,486	\$60,000	\$60,000	\$70,000
6336 EQUIPMENT RENTALS	\$15,306	\$32,888	\$55,000	\$55,000	\$55,000
6337 TRAINING	\$984	\$806	\$5,000	\$5,000	\$5,000
6358 OTHER TOURISM EXPENDITURES	\$2,335	\$1,780	\$7,000	\$7,000	\$7,000
SERVICES AND CHARGES	\$109,624	\$111,544	\$212,700	\$214,200	\$216,100
6692 TRANSFER TO EMP. BEN. TRUST	\$20,128	\$20,128	\$32,969	\$32,969	\$20,600
TRANSFERS	\$20,128	\$20,128	\$32,969	\$32,969	\$20,600
TOTAL MARKETING/INFORMATION CENTER	\$373,664	\$366,921	\$502,940	\$495,769	\$397,800

260 - Child Safety Fund

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Child Safety	\$ 12,194	\$ 13,384	\$ 15,000	\$ 12,000	\$ 12,000
Interest	-	123	100	-	-
Total	\$ 12,194	\$ 13,507	\$ 15,100	\$ 12,000	\$ 12,000
Expenditures:					
Services and Charges	\$ 1,265	\$ 10,051	\$ 10,000	\$ 10,000	\$ 10,000
Total	\$ 1,265	\$ 10,051	\$ 10,000	\$ 10,000	\$ 10,000
Revenues Over (Under)					
Expenditures	\$ 10,929	\$ 3,456	\$ 5,100	\$ 2,000	\$ 2,000
Beginning Fund Balance	\$ 67,066	\$ 77,995	\$ 81,451	\$ 81,451	\$ 83,451
Ending Fund Balance	\$ 77,995	\$ 81,451	\$ 86,551	\$ 83,451	\$ 85,451

Fund Description:

These fees represent a portion of each citation written by the Tomball Police Department. The State of Texas allocates a percentage of each court fee to the Child Safety Program and is remitted back to the municipality to be used for educational material for children, coloring books, pencils, goody bags, etc and are distributed at various community events each year.

**CITY OF TOMBALL
CHILD SAFETY FUND - 260**

CHILD SAFETY FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5790 CHILD SAFETY FUND	\$ 12,194	\$ 13,384	\$ 15,000	\$ 12,000	\$ 12,000
5800 INTEREST	-	123	100	-	-
TOTAL CHILD SAFETY FUND	\$ 12,194	\$ 13,507	\$ 15,100	\$ 12,000	\$ 12,000

CITY OF TOMBALL

FUND
GENERAL SPECIAL FUND

DEPARTMENT
CHILD SAFETY FUND

DIVISION
260-222 CHILD SAFETY FUND

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6350 CHILD SAFETY EDUCATION	\$1,265	\$10,051	\$10,000	\$10,000	\$10,000
SERVICES AND CHARGES	\$1,265	\$10,051	\$10,000	\$10,000	\$10,000
TRANSFERS	\$0	\$0	\$0	\$0	\$0
TOTAL CHILD SAFETY FUND	\$1,265	\$10,051	\$10,000	\$10,000	\$10,000

295 - PUBLIC IMPROVEMENT DISTRICTS

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Contributions Revenue	\$ -	\$ 769,412	\$ -	\$ 1,027,564	\$ 1,774,500
Total	\$ -	\$ 769,412	\$ -	\$ 1,027,564	\$ 1,774,500
Expenditures:					
PID Payments	\$ -	\$ 837,057	\$ -	\$ 1,027,564	\$ 1,774,500
Total	\$ -	\$ 837,057	\$ -	\$ 1,027,564	\$ 1,774,500
Revenues Over (Under)					
Expenditures	\$ -	\$ (67,645)	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ 67,645	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -

**CITY OF TOMBALL
PUBLIC IMPROVEMENT DISTRICTS - 295**

PUBLIC IMPROVEMENT DISTRICTS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5001 PID #01 PINE COUNTRY	\$ -	\$ 85,638	\$ -	\$ 82,634	\$ 82,700
5002 PID #02 RALEIGH CREEK	-	485,167	-	598,771	855,000
5003 PID #03 RESERVE AT SPRING LAKE	-	95,424	-	159,721	170,500
5004 PID #04 ALEXANDER ESTATES	-	-	-	-	265,000
5005 PID #05 YAUPON TRAILS	-	83,583	-	83,561	83,600
5006 PID #06 COPPER COVE	-	19,600	-	68,738	101,900
5007 PID #07 GRAND JUNCTION	-	-	-	34,139	77,400
5008 PID #08 TIMBER TRAILS	-	-	-	-	138,400
TOTAL PUBLIC IMPROVEMENT DISTRICTS	\$ -	\$ 769,412	\$ -	\$ 1,027,564	\$ 1,774,500

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
PUBLIC IMPROVEMENT DISTRICTS	PUBLIC IMPROVEMENT DISTRICTS	295-295 PUBLIC IMPROVEMENT DISTRICTS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6701 PID #01 PINE COUNTRY PAYMENTS	\$0	\$87,073	\$0	\$82,634	\$82,700
6702 PID #02 RALEIGH CREEK PAYMENTS	\$0	\$549,865	\$0	\$598,771	\$855,000
6703 PID #03 RESERVE AT SPRING LAKE PAYMENTS	\$0	\$96,881	\$0	\$159,721	\$170,500
6704 PID #04 ALEXANDER ESTATES PAYMENTS	\$0	\$0	\$0	\$0	\$265,000
6705 PID #05 YAUPON TRAILS PAYMENTS	\$0	\$83,638	\$0	\$83,561	\$83,600
6706 PID #06 COPPER COVE PAYMENTS	\$0	\$19,600	\$0	\$68,738	\$101,900
6707 PID #07 GRAND JUNCTION PAYMENTS	\$0	\$0	\$0	\$34,139	\$77,400
6708 PID #08 TIMBER TRAILS PAYMENTS	\$0	\$0	\$0	\$0	\$138,400
PID PAYMENTS	\$0	\$837,057	\$0	\$1,027,564	\$1,774,500
TOTAL PUBLIC IMPROVEMENTS DISTRICTS	\$0	\$837,057	\$0	\$1,027,564	\$1,774,500

296 - PID #10 RABURN RESERVE

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Contributions Revenue	\$ -	\$ 784,999	\$ -	\$ 374,606	\$ -
Miscellaneous Revenue	-	16,397	-	-	-
Interest	-	81	-	-	-
Total	\$ -	\$ 801,476	\$ -	\$ 374,606	\$ -
Expenditures:					
Services and Charges	\$ -	\$ 39,050	\$ -	\$ 15,000	\$ -
PID Payments	-	428,889	-	350,000	-
Interest	-	87,237	-	-	-
Total	\$ -	\$ 467,939	\$ -	\$ 365,000	\$ -
Revenues Over (Under)					
Expenditures	\$ -	\$ 333,537	\$ -	\$ 9,606	\$ -
Beginning Fund Balance	\$ -	\$ (26,606)	\$ 306,931	\$ 306,931	\$ 316,537
Ending Fund Balance	\$ -	\$ 306,931	\$ 306,931	\$ 316,537	\$ 316,537

**CITY OF TOMBALL
PID #10 RABURN RESERVE - 296**

PID #10 RABURN RESERVE	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5001 PID #10 RABURN RESERVE-CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ 331,606	\$ -
5550 MISCELLANEOUS INCOME	-	16,397	-	-	-
5772 DEVELOPER CONTRIBUTIONS	-	469,312	-	43,000	-
5800 INTEREST INCOME	-	81	-	-	-
5905 CONTRIBUTION FROM PROPERTY OWNER	-	315,687	-	-	-
TOTAL PID #10 RABURN RESERVE	\$ -	\$ 801,476	\$ -	\$ 374,606	\$ -

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
PID #10 RABURN RESERVE	PID #10 RABURN RESERVE	296-296 PID #10 RABURN RESERVE
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROFESSIONAL SERVICES,OTHER	\$0	\$39,050	\$0	\$15,000	\$0
SERVICES AND CHARGES	\$0	\$39,050	\$0	\$15,000	\$0
6750 DEBT PID PAYMENTS	\$0	\$0	\$0	\$350,000	\$0
6755 CONTRIBUTIONS TO CITY	\$0	\$428,889	\$0	\$0	\$0
PID PAYMENTS	\$0	\$428,889	\$0	\$350,000	\$0
6901 INTEREST-BONDS	\$0	\$87,237	\$0	\$0	\$0
INTEREST	\$0	\$87,237	\$0	\$0	\$0
TOTAL PID #10 RABURN RESERVE	\$0	\$555,176	\$0	\$365,000	\$0

297 - PID #11 WOOD LEAF

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Contributions Revenue	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
Total	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
Expenditures:					
Services and Charges	\$ -	\$ 30,576	\$ -	\$ 60,000	\$ -
Total	\$ -	\$ 30,576	\$ -	\$ 60,000	\$ -
Revenues Over (Under)					
Expenditures	\$ -	\$ 19,424	\$ -	\$ (10,000)	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ 19,424	\$ 19,424	\$ 9,424
Ending Fund Balance	\$ -	\$ 19,424	\$ 19,424	\$ 9,424	\$ 9,424

**CITY OF TOMBALL
PID #11 WOOD LEAF**

PID #11 WOOD LEAF	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5772 DEVELOPER CONTRIBUTIONS	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
TOTAL PID #11 WOOD LEAF	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
PID #11 WOOD LEAF	PID #11 WOOD LEAF	297-297 PID #11 WOOD LEAF
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROFESSIONAL SERVICES, OTHER	\$0	\$30,576	\$0	\$60,000	\$0
SERVICES AND CHARGES	\$0	\$30,576	\$0	\$60,000	\$0
TOTAL PID #11 WOOD LEAF	\$0	\$30,576	\$0	\$60,000	\$0

298 - PID #12 WINFREY ESTATES

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Contributions Revenue	\$ -	\$ -	\$ -	\$ 43,000	\$ -
Total	\$ -	\$ -	\$ -	\$ 43,000	\$ -
Expenditures:					
Services and Charges	\$ -	\$ -	\$ -	\$ 30,000	\$ -
Total	\$ -	\$ -	\$ -	\$ 30,000	\$ -
Revenues Over (Under)					
Expenditures	\$ -	\$ -	\$ -	\$ 13,000	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 13,000
Ending Fund Balance	\$ -	\$ -	\$ -	\$ 13,000	\$ 13,000

**CITY OF TOMBALL
PID #12 WINFREY ESTATES**

PID #12 WINFREY ESTATES	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5772 DEVELOPER CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ 43,000	\$ -
TOTAL PID #12 WINFREY ESTATES	\$ -	\$ -	\$ -	\$ 43,000	\$ -

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
PID #12 WINFREY ESTATES	PID #12 WINFREY ESTATES	298-298 PID #12 WINFREY ESTATES
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROFESSIONAL SERVICES, OTHER	\$0	\$0	\$0	\$30,000	\$0
SERVICES AND CHARGES	\$0	\$0	\$0	\$30,000	\$0
TOTAL PID #12 WINFREY ESTATES	\$0	\$0	\$0	\$30,000	\$0

300 Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Current taxes	\$ 4,610,839	\$ 3,571,710	\$ 3,700,000	\$ 3,400,000	\$ 2,750,000
Delinquent taxes	21,997	83,679	50,000	-	25,000
Penalty and interest	21,415	46,381	35,000	25,000	25,000
Interest	34,174	1,647	2,000	25,000	10,000
Bond Proceeds	9,833,352	5,790,384	-	-	-
Other	816	4,143	-	-	-
TEDC Contributions	755,684	757,885	1,129,885	759,885	761,685
Total	\$ 15,278,278	\$ 10,255,828	\$ 4,916,885	\$ 4,209,885	\$ 3,571,685
Expenditures:					
Principal	\$ 3,923,000	\$ 2,540,000	\$ 2,535,000	\$ 2,535,000	\$ 5,410,000
Interest	1,038,981	1,028,508	988,998	989,000	1,650,323
Refunded Bond Escrow Payment	9,663,255	5,652,859	-	-	-
Fees	271,581	186,874	14,000	14,000	14,000
Total	\$ 14,896,817	\$ 9,408,241	\$ 3,537,998	\$ 3,538,000	\$ 7,074,323
Revenues Over/(Under) Expenditures	\$ 381,461	\$ 847,587	\$ 1,378,887	\$ 671,885	\$ (3,502,638)
Beginning Fund Balance	\$ 4,638,315	\$ 5,019,776	\$ 5,867,363	\$ 5,867,363	\$ 6,539,248
Ending Fund Balance	\$ 5,019,776	\$ 5,867,363	\$ 7,246,250	\$ 6,539,248	\$ 3,036,611

**CITY OF TOMBALL
DEBT SERVICE FUND - 300**

DEBT SERVICE FUND	2020	2021	2022	2022	2023
	ACTUAL	ACTUAL	BUDGET	PROJECTION	BUDGET
5110 CURRENT TAXES	\$ 4,610,839	\$ 3,571,710	\$ 3,700,000	\$ 3,400,000	\$ 2,750,000
5120 DELINQUENT TAXES	21,997	83,679	50,000	-	25,000
5130 PENALTY, INTEREST, ATTY FEES	21,415	46,381	35,000	25,000	25,000
5550 MISCELLANEOUS INCOME	816	4,143	-	-	-
5800 INTEREST INCOME	34,174	1,647	2,000	25,000	10,000
5770 TEDC CONTRIBUTIONS	755,684	757,885	1,129,885	759,885	761,685
5900 BOND PROCEEDS	9,100,000	5,255,000	-	-	-
5901 PREMIUM ON BONDS	733,352	535,384	-	-	-
TOTAL DEBT SERVICE FUND	\$ 15,278,278	\$ 10,255,828	\$ 4,916,885	\$ 4,209,885	\$ 3,571,685

CITY OF TOMBALL

FUND
DEBT SERVICE FUND

DEPARTMENT
DEBT SERVICE

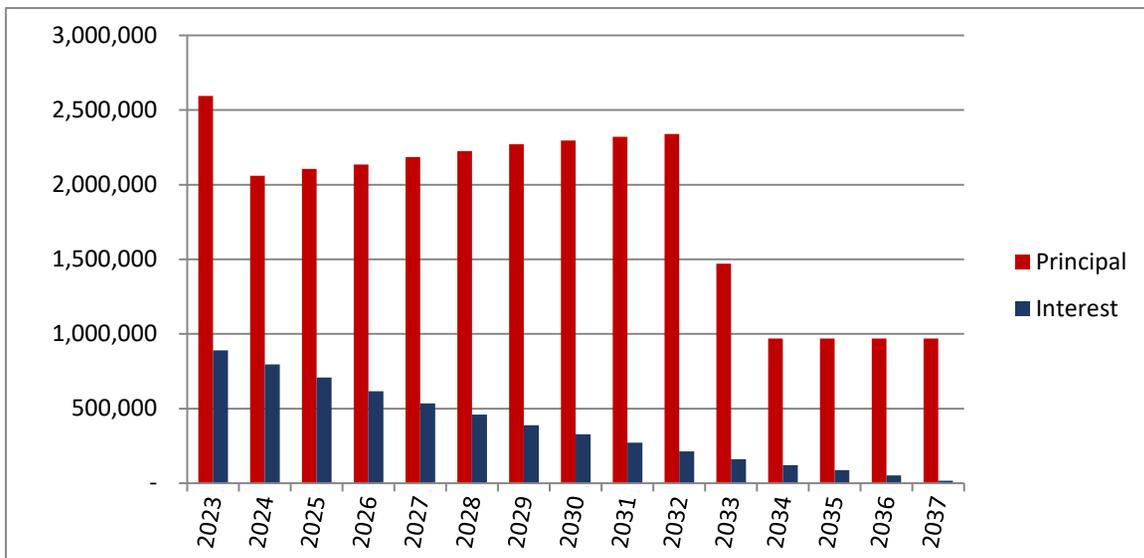
DIVISION
300-300 DEBT SERVICE

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6901 INTEREST-BONDS	\$1,038,981	\$1,028,508	\$988,998	\$989,000	\$1,650,323
6906 BOND FEES AND COST	\$271,581	\$146,757	\$14,000	\$14,000	\$14,000
6907 MISCELLANEOUS BOND FEES	\$0	\$40,117	\$0	\$0	\$0
6911 PRINCIPAL-BONDS	\$3,923,000	\$2,540,000	\$2,535,000	\$2,535,000	5,410,000
6955 REFUNDED BOND ESCROW AGENT	\$9,663,255	\$5,652,859	\$0	\$0	\$0
DEBT	\$14,896,817	\$9,408,241	\$3,537,998	\$3,538,000	\$7,074,323
TOTAL DEBT SERVICE	\$14,896,817	\$9,408,241	\$3,537,998	\$3,538,000	\$7,074,323

City of Tomball
Debt Service Fund
Consolidated Debt Payment Schedule
2022-2023 Proposed Budget

Fiscal Year	Principal	Interest	Total
2023	2,595,000	890,323	3,485,323
2024	2,060,000	796,263	2,856,263
2025	2,105,000	707,238	2,812,238
2026	2,135,000	616,863	2,751,863
2027	2,185,000	534,738	2,719,738
2028	2,225,000	460,638	2,685,638
2029	2,270,000	389,163	2,659,163
2030	2,295,000	327,313	2,622,313
2031	2,320,000	270,856	2,590,856
2032	2,340,000	212,188	2,552,188
2033	1,470,000	160,200	1,630,200
2034	970,000	121,250	1,091,250
2035	970,000	87,300	1,057,300
2036	970,000	52,744	1,022,744
2037	970,000	17,581	987,581
Total	\$ 27,880,000	\$ 5,644,654	\$ 33,524,654



City of Tomball
General Obligation Refunding Bonds, Series 2013
\$6,370,000 - Tax Supported 90.59%, Utility System 9.41%*
Issue Date: January 1, 2013
Closing Date: January 17, 2013
Refunded Series 2002 Certificates of Obligation (Unrefunded portion of original issue)
and Series 2003 Certificates of Obligation

Fiscal Year	Payment		Coupon	Interest	Total P & I	Fiscal Year
	Date	Principal				Total
2023	2/15/2023	580,000	1.650%	4,785	584,785	584,785
Total		\$ 580,000		\$ 4,785	\$ 584,785	\$ 584,785

*Tax supported 100% 2015 to 2023

City of Tomball
Combination Tax & Revenue Certificates of Obligation, Series 2016
\$20,240,000 - Tax Supported 100%
Issue Date: 12/15/2016
Sale Date: 12/20/2016
Projects: Medical Complex Drive Segment 4B; Persimmon Street

Fiscal Year	Payment	Principal	Coupon	Interest	Total P & I	Fiscal Year Total
	Date					
2023	2/15/2023	975,000	5.000%	272,581	1,247,581	1,495,788
	8/15/2023			248,206	248,206	
2024	2/15/2024	975,000	5.000%	248,206	1,223,206	1,447,038
	8/15/2024			223,831	223,831	
2025	2/15/2025	975,000	5.000%	223,831	1,198,831	1,398,288
	8/15/2025			199,456	199,456	
2026	2/15/2026	970,000	5.000%	199,456	1,169,456	1,344,663
	8/15/2026			175,206	175,206	
2027	2/15/2027	970,000	3.000%	175,206	1,145,206	1,305,863
	8/15/2027			160,656	160,656	
2028	2/15/2028	970,000	3.000%	160,656	1,130,656	1,276,763
	8/15/2028			146,106	146,106	
2029	2/15/2029	970,000	3.000%	146,106	1,116,106	1,247,663
	8/15/2029			131,556	131,556	
2030	2/15/2030	970,000	3.000%	131,556	1,101,556	1,218,563
	8/15/2030			117,006	117,006	
2031	2/15/2031	970,000	3.125%	117,006	1,087,006	1,188,856
	8/15/2031			101,850	101,850	
2032	2/15/2032	970,000	3.250%	101,850	1,071,850	1,157,938
	8/15/2032			86,088	86,088	
2033	2/15/2033	970,000	3.500%	86,088	1,056,088	1,125,200
	8/15/2033			69,113	69,113	
2034	2/15/2034	970,000	3.500%	69,113	1,039,113	1,091,250
	8/15/2034			52,138	52,138	
2035	2/15/2035	970,000	3.500%	52,138	1,022,138	1,057,300
	8/15/2035			35,163	35,163	
2036	2/15/2036	970,000	3.625%	35,163	1,005,163	1,022,744
	8/15/2036			17,581	17,581	
2037	2/15/2037	970,000	3.625%	17,581	987,581	987,581
Total		\$ 14,565,000		\$ 3,800,494	\$ 18,365,494	\$ 18,365,494

City of Tomball
Combination Tax & Revenue Certificates of Obligation, Series 2019
\$9,100,000 - Tax Supported 100%
Issue Date: 12/20/2019
Sale Date: 12/20/2019
Refunded Series 2011 Certificates of Obligation (Unrefunded portion of original issue)
& Series 2011 General Obligation Refunding Bonds

Fiscal Year	Payment Date	Principal	Coupon	Interest	Total P & I	Fiscal Year Total
2023	2/15/2023	665,000	4.000%	127,225	792,225	
	8/15/2023			113,925	113,925	906,150
2024	2/15/2024	690,000	4.000%	113,925	803,925	
	8/15/2024			100,125	100,125	904,050
2025	2/15/2025	720,000	4.000%	100,125	820,125	
	8/15/2025			85,725	85,725	905,850
2026	2/15/2026	745,000	4.000%	85,725	830,725	
	8/15/2026			70,825	70,825	901,550
2027	2/15/2027	780,000	4.000%	70,825	850,825	
	8/15/2027			55,225	55,225	906,050
2028	2/15/2028	810,000	4.000%	55,225	865,225	
	8/15/2028			39,025	39,025	904,250
2029	2/15/2029	835,000	3.000%	39,025	874,025	
	8/15/2029			26,500	26,500	900,525
2030	2/15/2030	850,000	2.000%	26,500	876,500	
	8/15/2030			18,000	18,000	894,500
2031	2/15/2031	865,000	2.000%	18,000	883,000	
	8/15/2031			9,350	9,350	892,350
2032	2/15/2032	880,000	2.125%	9,350	889,350	
	8/15/2032			-	-	889,350
Total		\$ 7,840,000		\$ 1,164,625	\$ 9,004,625	\$ 9,004,625

City of Tomball
General Obligation Refunding Bonds, Series 2020
\$5,255,000 - Tax Supported 100%
Issue Date: 12/16/2020
Sale Date: 12/16/2020
Refunded Series 2013 Certificates of Obligation (Unrefunded portion of original issue)
& Series 2013 General Obligation Refunding Bonds

Fiscal Year	Payment Date	Principal	Coupon	Interest	Total P & I	Fiscal Year Total
2023	2/15/2023	375,000	4.000%	65,550	440,550	
	8/15/2023			58,050	58,050	498,600
2024	2/15/2024	395,000	3.000%	58,050	453,050	
	8/15/2024			52,125	52,125	505,175
2025	2/15/2025	410,000	3.000%	52,125	462,125	
	8/15/2025			45,975	45,975	508,100
2026	2/15/2026	420,000	3.000%	45,975	465,975	
	8/15/2026			39,675	39,675	505,650
2027	2/15/2027	435,000	3.000%	39,675	474,675	
	8/15/2027			33,150	33,150	507,825
2028	2/15/2028	445,000	3.000%	33,150	478,150	
	8/15/2028			26,475	26,475	504,625
2029	2/15/2029	465,000	3.000%	26,475	491,475	
	8/15/2029			19,500	19,500	510,975
2030	2/15/2030	475,000	2.000%	19,500	494,500	
	8/15/2030			14,750	14,750	509,250
2031	2/15/2031	485,000	2.000%	14,750	499,750	
	8/15/2031			9,900	9,900	509,650
2032	2/15/2032	490,000	2.000%	9,900	499,900	
	8/15/2032			5,000	5,000	504,900
2033	2/15/2033	500,000	2.000%	5,000	505,000	
	8/15/2033			-	-	505,000
Total		\$ 4,895,000		\$ 674,750	\$ 5,569,750	\$ 5,569,750

City of Tomball
Special Assessment Revenue Bonds, Series 2020
\$2,490,000
Issue Date: 10/20/2020
Sale Date: 10/20/2020
2020 PID Bonds

Fiscal Year	Payment Date	Principal	Coupon	Interest	Total P & I	Fiscal Year Total
2023	3/15/2023			47,556	47,556	
	9/15/2023	45,000	3.375%	47,556	92,556	140,113
2024	3/15/2024			46,797	46,797	
	9/15/2024	50,000	3.375%	46,797	96,797	143,594
2025	3/15/2025			45,953	45,953	
	9/15/2025	50,000	3.375%	45,953	95,953	141,906
2026	3/15/2026			45,109	45,109	
	9/15/2026	55,000	3.375%	45,109	100,109	145,219
2027	3/15/2027			44,181	44,181	
	9/15/2027	55,000	3.375%	44,181	99,181	143,363
2028	3/15/2028			43,253	43,253	
	9/15/2028	55,000	3.375%	43,253	98,253	141,506
2029	3/15/2029			42,325	42,325	
	9/15/2029	60,000	3.375%	42,325	102,325	144,650
2030	3/15/2030			41,313	41,313	
	9/15/2030	60,000	3.375%	41,313	101,313	142,625
2031	3/15/2031			40,300	40,300	
	9/15/2031	65,000	4.000%	40,300	105,300	145,600
2032	3/15/2032			39,000	39,000	
	9/15/2032	65,000	4.000%	39,000	104,000	143,000
2033	3/15/2033			37,700	37,700	
	9/15/2033	70,000	4.000%	37,700	107,700	145,400
2034	3/15/2034			36,300	36,300	
	9/15/2034	75,000	4.000%	36,000	111,000	147,300
2035	3/15/2035			34,800	34,800	
	9/15/2035	75,000	4.000%	34,800	109,800	144,600
2036	3/15/2036			33,300	33,300	
	9/15/2036	80,000	4.000%	33,300	113,300	146,600
2037	3/15/2037			31,700	31,700	
	9/15/2037	85,000	4.000%	31,700	116,700	148,400
2038	3/15/2038			30,000	30,000	
	9/15/2038	85,000	4.000%	30,000	115,000	145,000
2039	3/15/2039			28,300	28,300	
	9/15/2039	90,000	4.000%	28,300	118,300	146,600
2040	3/15/2040			26,500	26,500	
	9/15/2040	95,000	4.000%	26,500	121,500	148,000
2041	3/15/2041			24,600	24,600	
	9/15/2041	100,000	4.000%	24,600	124,600	149,200
2042	3/15/2042			22,600	22,600	
	9/15/2042	105,000	4.000%	22,600	127,600	150,200
2043	3/15/2043			20,500	20,500	
	9/15/2043	110,000	4.000%	20,500	130,500	151,000
2044	3/15/2044			18,300	18,300	
	9/15/2044	115,000	4.000%	18,300	133,300	151,600
2045	3/15/2045			16,000	16,000	
	9/15/2045	120,000	4.000%	16,000	136,000	152,000
2046	3/15/2046			13,600	13,600	
	9/15/2046	125,000	4.000%	13,600	138,600	152,200
2047	3/15/2047			11,100	11,100	
	9/15/2047	130,000	4.000%	11,100	141,100	152,200
2048	3/15/2048			8,500	8,500	
	9/15/2048	135,000	4.000%	8,500	143,500	152,000
2049	3/15/2049			5,800	5,800	
	9/15/2049	140,000	4.000%	5,800	145,800	151,600
2050	3/15/2050			3,000	3,000	
	9/15/2050	150,000	4.000%	3,000	153,000	156,000
Total		\$ 2,445,000		\$ 1,676,475	\$ 4,121,475	\$ 4,121,475

City of Tomball
 400 Capital Projects Fund
 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Debt Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 20,000,000
TEDC Contributions	-	-	300,000	-	1,415,000
Other Revenue Sources	357,688	394,200	1,240,000	549,500	5,240,000
Interest	532,835	38,807	-	250,000	500,000
Transfers from General Fund	600,000	546,012	430,000	430,000	1,050,000
Transfers from Enterprise Fund	164,000	220,000	595,000	595,000	200,000
Transfers from Other Sources	1,261,050	61,620	-	1,192,406	5,325,000
Total	\$ 2,915,573	\$ 1,260,640	\$ 2,565,000	\$ 3,016,906	\$ 33,730,000
Expenditures:					
Capital Outlay - General Fund	\$ 13,206,911	\$ 10,703,154	\$ 4,073,556	\$ 2,489,350	\$ 4,050,000
Capital Outlay - Enterprise Fund	1,148,293	1,038,422	605,917	375,750	17,865,000
Capital Outlay - Sewer/Water Recovery	10,519	21,517	-	499,000	8,875,000
Transfers Out	-	600,000	-	-	-
Total	\$ 14,365,723	\$ 12,363,094	\$ 4,679,473	\$ 3,364,100	\$ 30,790,000
Revenues Over (Under)					
Expenditures	\$ (11,450,150)	\$ (11,102,454)	\$ (2,114,473)	\$ (347,194)	\$ 2,940,000
Beginning Fund Balance	\$ 27,250,849	\$ 15,800,699	\$ 11,875,126	\$ 4,698,245	\$ 4,351,051
Ending Fund Balance	\$ 15,800,699	\$ 4,698,245	\$ 9,760,653	\$ 4,351,051	\$ 7,291,051

**CITY OF TOMBALL
CAPITAL PROJECTS FUND - 400**

CAPITAL PROJECTS FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5550 MISCELLANEOUS INCOME	\$ -	\$ 7,068	\$ -	\$ -	\$ -
5740 GRANTS	-	-	1,240,000	-	1,240,000
5770 TEDC CONTRIBUTIONS	-	-	300,000	-	1,415,000
5772 COST SHARE CONTRIBUTIONS	-	-	-	249,500	3,750,000
5800 INTEREST INCOME	532,835	38,807	-	250,000	500,000
5820 DRAINAGE CAPITAL RECOVERY FEES	357,688	387,132	-	300,000	250,000
5900 DEBT PROCEEDS	-	-	-	-	20,000,000
5910 TRANSFER FROM GENERAL FUND	600,000	546,012	430,000	430,000	1,050,000
5911 TRANSFER FROM UTILITY FUND	164,000	220,000	595,000	595,000	200,000
5961 TRANSFERS IN	1,261,050	61,620	-	1,192,406	5,325,000
TOTAL CAPITAL PROJECTS FUND	\$ 2,915,573	\$ 1,260,640	\$ 2,565,000	\$ 3,016,906	\$ 33,730,000

FUND	CITY OF TOMBALL	DIVISION
GENERAL CAPITAL PROJECTS	DEPARTMENT POLICE	400-121 - POLICE
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$0	(\$88,496)	\$0	\$0	\$300,000
CAPITAL OUTLAY	\$0	(\$88,496)	\$0	\$0	\$300,000
TOTAL CAPITAL PROJECTS-POLICE	\$0	(\$88,496)	\$0	\$0	\$300,000

CITY OF TOMBALL

FUND
GENERAL CAPITAL PROJECTS

DEPARTMENT
PARKS

DIVISION
400-153 - PARKS

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$571,135	\$11,692	\$2,110,000	\$183,000	\$2,700,000
CAPITAL OUTLAY	\$571,135	\$11,692	\$2,110,000	\$183,000	\$2,700,000
TOTAL CAPITAL PROJECTS-PARKS	\$571,135	\$11,692	\$2,110,000	\$183,000	\$2,700,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	STREETS	400-154 - STREETS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$12,635,776	\$10,779,958	\$1,963,556	\$2,306,350	\$1,050,000
CAPITAL OUTLAY	\$12,635,776	\$10,779,958	\$1,963,556	\$2,306,350	\$1,050,000
TOTAL CAPITAL PROJECTS-STREETS	\$12,635,776	\$10,779,958	\$1,963,556	\$2,306,350	\$1,050,000

CITY OF TOMBALL

FUND
GENERAL CAPITAL PROJECTS

DEPARTMENT
WATER

DIVISION
400-613 WATER

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$492,779	\$88,496	\$275,000	\$123,800	\$6,600,000
CAPITAL OUTLAY	\$492,779	\$88,496	\$275,000	\$123,800	\$6,600,000
6991 TRANSFER TO UTILITY OPERATIONS	\$0	\$600,000	\$0	\$0	\$0
TRANSFERS	\$0	\$600,000	\$0	\$0	\$0
TOTAL CAPITAL PROJECTS-WATER	\$492,779	\$688,496	\$275,000	\$123,800	\$6,600,000

CITY OF TOMBALL

FUND
GENERAL CAPITAL PROJECTS

DEPARTMENT
SEWER

DIVISION
400-614 SEWER

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$617,546	\$899,465	\$63,241	\$183,175	\$11,215,000
CAPITAL OUTLAY	\$617,546	\$899,465	\$63,241	\$183,175	\$11,215,000
TOTAL CAPITAL PROJECTS-SEWER	\$617,546	\$899,465	\$63,241	\$183,175	\$11,215,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
GENERAL CAPITAL PROJECTS	GAS	400-615 GAS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$37,968	\$50,461	\$267,676	\$68,775	\$50,000
CAPITAL OUTLAY	\$37,968	\$50,461	\$267,676	\$68,775	\$50,000
TOTAL CAPITAL PROJECTS-GAS	\$37,968	\$50,461	\$267,676	\$68,775	\$50,000

CITY OF TOMBALL

FUND
GENERAL CAPITAL PROJECTS

DEPARTMENT
WATER CAPITAL RECOVERY

DIVISION
400-731 WATER RECOVERY

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROF.SERV.-OTHER	\$4,913	\$9,302	\$0	\$0	\$0
SERVICES AND CHARGES	\$4,913	\$9,302	\$0	\$0	\$0
6409 SYSTEM EXPANSION	\$346	\$1,456	\$0	\$499,000	\$8,800,000
CAPITAL OUTLAY	\$346	\$1,456	\$0	\$499,000	\$8,800,000
TOTAL WATER CAPITAL RECOVERY	\$5,259	\$10,759	\$0	\$499,000	\$8,800,000

CITY OF TOMBALL

FUND
GENERAL CAPITAL PROJECTS

DEPARTMENT
SEWER CAPITAL RECOVERY

DIVISION
400-741 SEWER RECOVERY

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 ESTIMATED	2023 BUDGET
6304 PROF.SERV.-OTHER	\$4,913	\$9,302	\$0	\$0	\$0
SERVICES AND CHARGES	\$4,913	\$9,302	\$0	\$0	\$0
6409 SYSTEM EXPANSION	\$346	\$1,456	\$0	\$0	\$75,000
CAPITAL OUTLAY	\$346	\$1,456	\$0	\$0	\$75,000
TOTAL SEWER CAPITAL RECOVERY	\$5,259	\$10,759	\$0	\$0	\$75,000

City of Tomball
 460-Capital Projects Fund - Business Park
 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Interest	\$ 10,856	\$ 10,645	\$ 15,000	\$ 2,000	\$ -
Total	\$ 10,856	\$ 10,645	\$ 15,000	\$ 2,000	\$ -
Expenditures:					
Transfers Out	\$ -	\$ -	\$ -	\$ 942,906	\$ -
Total	\$ -	\$ -	\$ -	\$ 942,906	\$ -
Revenues Over (Under)					
Expenditures	\$ 10,856	\$ 10,645	\$ 15,000	\$ (940,906)	\$ -
Beginning Fund Balance	\$ 919,405	\$ 930,261	\$ 940,906	\$ 940,906	\$ -
Ending Fund Balance	\$ 930,261	\$ 940,906	\$ 955,906	\$ -	\$ -

CITY OF TOMBALL
BUSINESS PARK PROJECTS FUND - 460

BUSINESS PARK PROJECTS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5800 INTEREST INCOME	\$ 10,856	\$ 10,645	\$ 15,000	\$ 5,000	\$ -
TOTAL BUSINESS PARK PROJECTS	\$ 10,856	\$ 10,645	\$ 15,000	\$ 5,000	\$ -

FUND BUSINESS PARK	CITY OF TOMBALL DEPARTMENT TEDC BUSINESS PARK	DIVISION 460-460 TEDC BUSINESS PARK
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6409 SYSTEM EXPANSION	\$0	(\$721)	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	(\$721)	\$0	\$0	\$0
6999 TRANSFERS OUT	\$0	\$0	\$0	\$942,906	\$0
TRANSFERS	\$0	\$0	\$0	\$942,906	\$0
TOTAL TEDC BUSINESS PARK	\$0	(\$721)	\$0	\$942,906	\$0

Enterprise Fund - 600
Statement of Revenues, Expenditures, and Changes in Fund Balance
2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Operating Revenues:					
Water sales	\$ 6,120,916	\$ 6,321,715	\$ 6,000,000	\$ 7,500,000	\$ 7,208,000
Sewer sales	2,199,912	2,499,469	2,500,000	2,500,000	2,650,000
Gas sales	3,235,047	3,436,802	3,000,000	3,200,000	3,200,000
Tap fees	558,161	1,072,460	1,125,000	1,220,000	820,000
Reconnect fees	4,000	20	10,000	5,000	5,000
Interest	57,406	3,825	5,000	15,000	30,000
Contributions	370,000	370,000	370,000	370,000	-
Other	145,137	856,998	162,100	357,600	280,300
Transfers In	-	600,000	-	-	-
Total	\$ 12,690,578	\$ 15,161,290	\$ 13,172,100	\$ 15,167,600	\$ 14,193,300
Expenses:					
Enterprise Administration	\$ 3,658,073	\$ 3,938,254	\$ 4,066,223	\$ 3,415,306	\$ 3,496,798
Utility Billing	389,626	563,337	626,900	618,550	784,875
Water	4,219,355	4,450,560	4,783,228	5,970,550	5,869,000
Wastewater	1,450,404	1,487,015	1,899,966	1,957,200	2,716,100
Gas	1,521,395	4,457,588	2,256,659	3,120,300	2,973,600
Total	\$ 11,238,853	\$ 14,896,754	\$ 13,632,976	\$ 15,081,906	\$ 15,840,373
Net Revenue Available for Debt	\$ 1,451,725	\$ 264,536	\$ (460,876)	\$ 85,694	\$ (1,647,073)
Debt Service	\$ 80,143	\$ 468	\$ -	\$ -	\$ -
Total	\$ 80,143	\$ 468	\$ -	\$ -	\$ -
Net Income (Excluding Depr.)	\$ 1,371,582	\$ 264,069	\$ (460,876)	\$ 85,694	\$ (1,647,073)
Beginning Fund Balance	\$ 8,713,635	\$ 10,085,218	\$ 10,349,286	\$ 10,349,286	\$ 10,434,981
Ending Fund Balance	\$ 10,085,218	\$ 10,349,286	\$ 9,888,411	\$ 10,434,981	\$ 8,787,909
Operating Costs per Day					
Fund Balance as % of Operating Costs	90%	69%	73%	69%	55%

**CITY OF TOMBALL
ENTERPRISE FUND - 600**

ENTERPRISE FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5500 SALE OF CITY PROPERTY	\$ 2,500	\$ 120,148	\$ 5,000	\$ 32,000	\$ -
5550 MISCELLANEOUS INCOME	221	501	750	60,000	10,000
5551 INSURANCE RECOVERIES	-	75,445	-	-	-
5560 RETURNED CHECK FINES	180	60	350	600	300
5561 CREDIT CARD FEES	-	-	-	105,000	120,000
5600 WATER SALES	6,120,916	6,541,384	6,000,000	7,500,000	7,208,000
5610 WATER TAPS	264,946	497,665	350,000	700,000	500,000
5620 WATER RECONNECT FEES	4,000	20	10,000	5,000	5,000
5630 AMP PLAN BALANCE	34	734	1,000	-	-
5640 SEWER SALES	2,199,912	2,601,275	2,500,000	2,500,000	2,650,000
5650 SEWER TAPS	14,380	22,675	25,000	20,000	20,000
5670 GAS SALES	3,235,047	3,436,802	3,000,000	3,200,000	3,200,000
5680 GAS TAPS	278,835	552,120	750,000	500,000	300,000
5690 PENALTIES	91,011	98,447	100,000	110,000	100,000
5695 ADMINISTRATIVE CHARGES	51,191	56,773	55,000	50,000	50,000
5730 MISCELLANEOUS	-	(1)	-	-	-
5770 TEDC CONTRIBUTIONS	370,000	370,000	370,000	370,000	-
5780 OTHER REIMBURSEMENTS	-	504,892	-	-	-
5792 WATER SALES ADJUSTMENT	-	(219,670)	-	-	-
5793 SEWER SALES ADJUSTMENT	-	(101,806)	-	-	-
5800 INTEREST INCOME	57,406	3,825	5,000	15,000	30,000
5912 TRANSFER FROM CAPITAL PROJECTS	-	600,000	-	-	-
TOTAL ENTERPRISE FUND	\$ 12,690,578	\$ 15,161,290	\$ 13,172,100	\$ 15,167,600	\$ 14,193,300

CITY OF TOMBALL					
FUND	DEPARTMENT		DIVISION		
ENTERPRISE FUND	ADMINISTRATION		600-611 - ADMINISTRATION		
DETAILS					

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$172,128	\$167,310	\$169,476	\$209,100	\$371,800
6003 WAGES-FULL TIME	\$90,072	\$96,351	\$104,037	\$80,900	\$69,000
6005 WAGES-OVERTIME	\$1,849	\$5,785	\$4,120	\$10,000	\$5,000
6009 WAGES-OTHER	\$14,261	\$13,083	\$14,728	\$8,000	\$0
6011 VACATION PAY	\$11,289	\$19,720	\$18,596	\$20,700	\$0
6012 SICK PAY	\$9,618	\$18,206	\$12,273	\$8,700	\$0
6013 EMERGENCY PAY	\$1,248	\$0	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$3,035	\$2,841	\$4,108	\$4,100	\$1,200
6019 LONGEVITY	\$2,260	\$1,725	\$1,966	\$2,000	\$1,860
6021 FICA-MED/SS	\$22,995	\$23,934	\$25,979	\$25,700	\$34,750
6022 TMRS-EMPLOYER	\$44,031	\$46,479	\$45,106	\$46,500	\$60,000
6025 WORKER COMPENSATION INS.	\$2,789	\$2,291	\$2,500	\$3,100	\$3,000
6030 EMPLOYEE TUITION REIMBURSEMENT	\$3,429	\$0	\$4,000	\$2,000	\$4,000
6031 TMRS - PENSION	\$12,134	(\$6,482)	\$0	\$0	\$0
6032 - TMRS DEATH BENEFIT	(\$2,185)	\$2,182	\$0	\$0	\$0
6033 - OPEB - RETIREMENT HEALTH	\$3,919	\$742	\$0	\$0	\$0
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$1,800
6035 AUTO ALLOWANCE	\$0	\$0	\$0	\$0	\$7,200
PERSONNEL SERVICES	\$392,873	\$394,166	\$406,889	\$420,800	\$559,610
6101 OFFICE AND COMPUTER SUPPLIES	\$2,322	\$2,852	\$2,000	\$3,000	\$23,700
6102 EDUCATIONAL SUPPLIES	\$314	\$30	\$200	\$200	\$500
6103 COMPUTER SUPPLIES	\$16,441	\$0	\$0	\$0	\$0
6105 FOOD SUPPLIES	\$1,592	\$4,066	\$3,000	\$4,500	\$4,000
6106 MATERIALS AND PARTS	\$0	\$96,481	\$0	\$0	\$0
6107 CLOTHING AND UNIFORMS	\$1,261	\$890	\$1,150	\$1,075	\$2,200
6108 FUEL, OIL AND LUBRICANTS	\$2,136	\$4,251	\$2,500	\$6,000	\$6,000
6109 POSTAGE	\$13	\$0	\$50	\$50	\$50
6119 OTHER SUPPLIES	\$1,035	\$430	\$350	\$500	\$500
6130 FURNITURE <\$20,000	\$0	\$0	\$0	\$625	\$0
SUPPLIES	\$25,115	\$108,999	\$9,250	\$15,950	\$36,950
6205 VEHICLE EQUIPMENT MAINTENANCE	\$434	\$867	\$1,000	\$2,000	\$2,000
6206 BUILDING MAINTENANCE	\$0	\$22,700	\$30,000	\$0	\$0
REPAIRS AND MAINTENANCE	\$434	\$23,567	\$31,000	\$2,000	\$2,000
6304 PROFESSIONAL SERVICES,OTHER	\$6,177	\$3,140	\$0	\$10,000	\$25,000
6312 PHONE & INTERNET SERVICES	\$53,871	\$63,595	\$40,000	\$20,000	\$8,200
6332 TRAVEL AND MEALS	\$62	\$80	\$3,000	\$4,000	\$5,000
6333 DUES AND SUBSCRIPTIONS	\$394	\$280	\$300	\$100	\$300
6334 AUTOMOBILE ALLOWANCES	\$7,149	\$7,200	\$7,200	\$6,800	\$0
6337 TRAINING	\$75	\$15,705	\$42,500	\$45,000	\$52,000

CITY OF TOMBALL		
FUND ENTERPRISE FUND	DEPARTMENT ADMINISTRATION	DIVISION 600-611 - ADMINISTRATION
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6361 STUDIES AND ANALYSIS	\$0	\$0	\$0	\$0	\$60,000
6362 PERMITS AND LICENSES	\$0	\$0	\$125	\$0	\$500
SERVICES AND CHARGES	\$67,728	\$90,000	\$93,125	\$85,900	\$151,000
6406 LAND AND BUILDINGS	\$0	\$0	\$0	\$31,800	\$0
CAPITAL OUTLAY	\$0	\$0	\$0	\$31,800	\$0
6691 TRANSFERS OUT	\$2,603,335	\$2,668,418	\$2,668,417	\$2,001,314	\$2,000,000
6692 TRANSFER TO EMP. BEN. TRUST	\$542,349	\$542,349	\$746,788	\$746,788	\$671,200
6998 TRANSFER TO FLEET REPLACEMENT	\$26,240	\$110,754	\$110,754	\$110,754	\$76,038
TRANSFERS	\$3,171,924	\$3,321,521	\$3,525,959	\$2,858,856	\$2,747,238
TOTAL ADMINISTRATION	\$3,658,073	\$3,938,254	\$4,066,223	\$3,415,306	\$3,496,798

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY BILLING	600-612 UTILITY BILLING
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6001 SALARIES-ADMINISTRATIVE	\$42,925	\$44,184	\$49,613	\$51,900	\$58,500
6003 WAGES-FULL TIME	\$179,988	\$164,803	\$213,350	\$221,000	\$303,900
6004 WAGES-PART TIME	\$0	\$5,693	\$0	\$250	\$0
6005 WAGES-OVERTIME	\$2,240	\$4,919	\$5,150	\$5,000	\$7,000
6009 WAGES-OTHER	\$11,235	\$12,739	\$14,556	\$10,000	\$0
6011 VACATION PAY	(\$1,008)	(\$6,963)	\$17,019	\$15,000	\$0
6012 SICK PAY	\$2,977	\$24,689	\$11,872	\$13,000	\$0
6013 EMERGENCY PAY	\$599	\$444	\$0	\$0	\$0
6015 SICK TIME BUYBACK	\$1,425	\$1,347	\$1,251	\$1,300	\$1,300
6019 LONGEVITY	\$2,100	\$2,460	\$1,956	\$2,000	\$2,050
6021 FICA-S.S. AND MEDICARE TAXES	\$18,859	\$20,776	\$24,224	\$24,000	\$28,575
6022 TMRS-EMPLOYER	\$34,744	\$37,435	\$42,059	\$42,600	\$49,300
6025 WORKER COMPENSATION INS.	\$2,175	\$1,806	\$2,500	\$2,500	\$2,650
6031 TMRS - PENSION	\$9,950	(\$5,220)	\$0	\$0	\$0
6032 TMRS - DEATH BENEFIT	(\$1,796)	\$1,750	\$0	\$0	\$0
6033 OPEB - RETIREMENT HEALTH	\$3,223	\$596	\$0	\$0	\$0
6034 PHONE ALLOWANCE	\$0	\$0	\$0	\$0	\$1,400
PERSONNEL SERVICES	\$309,637	\$311,458	\$383,550	\$388,550	\$454,675
6101 OFFICE AND COMPUTER SUPPLIES	\$1,846	\$4,713	\$2,500	\$2,500	\$5,500
6105 FOOD SUPPLIES	\$32	\$33	\$100	\$100	\$100
6106 MATERIALS AND PARTS	\$8,411	\$1,409	\$800	\$800	\$5,000
6107 CLOTHING AND UNIFORMS	\$2,447	\$2,083	\$2,000	\$2,200	\$2,500
6108 FUEL, OIL AND LUBRICANTS	\$1,311	\$2,428	\$1,500	\$5,000	\$5,000
6109 POSTAGE	\$22,159	\$20,730	\$24,000	\$24,000	\$24,000
6119 OTHER SUPPLIES	\$4	\$196	\$250	\$500	\$500
SUPPLIES	\$36,210	\$31,591	\$31,150	\$35,100	\$42,600
6203 RADIO EQUIPMENT MAINTENANCE	\$0	\$0	\$1,000	\$0	\$0
6205 VEHICLE MAINTENANCE	\$57	\$161	\$1,000	\$500	\$1,000
REPAIRS AND MAINTENANCE	\$57	\$161	\$2,000	\$500	\$1,000
6304 PROFESSIONAL SERVICES,OTHER	\$21,263	\$18,756	\$20,000	\$20,000	\$90,000
6312 PHONE & INTERNET SERVICES	\$2,778	\$2,923	\$3,200	\$2,600	\$1,400
6329 OTHER SERVICES	\$18,255	\$23,724	\$20,000	\$26,000	\$28,000
6332 TRAVEL AND MEALS	\$997	\$0	\$2,000	\$2,100	\$2,000
6333 DUES AND SUBSCRIPTIONS	\$20	\$90	\$500	\$200	\$200
6337 TRAINING	\$319	\$0	\$3,500	\$3,500	\$5,000
6362 PERMITS AND LICENSES	\$90	\$222	\$1,000	\$0	\$0
6397 CREDIT CARD PROCESSING FEES	\$0	\$174,413	\$160,000	\$140,000	\$160,000
SERVICES AND CHARGES	\$43,721	\$220,127	\$210,200	\$194,400	\$286,600
TOTAL UTILITY BILLING	\$389,626	\$563,337	\$626,900	\$618,550	\$784,875

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-WATER	600-613 - WATER
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$278,511	\$231,586	\$311,666	\$322,700	\$546,400
6004 WAGES-PART TIME	\$10,680	\$4,035	\$5,150	\$10,000	\$5,000
6005 WAGES-OVERTIME	\$14,595	\$11,299	\$13,648	\$12,000	\$14,400
6006 WAGES-ON CALL	\$10,509	\$14,180	\$20,600	\$13,000	\$45,000
6009 WAGES-OTHER	\$16,382	\$13,567	\$18,442	\$11,500	\$0
6011 VACATION PAY	\$12,284	\$20,755	\$18,465	\$16,800	\$0
6012 SICK PAY	\$5,140	\$5,957	\$13,918	\$11,000	\$0
6015 SICK TIME BUYBACK	\$563	\$2,205	\$699	\$1,500	\$1,300
6019 LONGEVITY	\$1,630	\$2,345	\$2,276	\$2,700	\$3,400
6021 FICA-MED/SS	\$25,160	\$21,416	\$31,173	\$27,200	\$47,500
6022 TMRS-EMPLOYER	\$47,114	\$40,496	\$53,441	\$47,600	\$80,800
6025 WORKER COMPENSATION INS.	\$7,808	\$6,214	\$8,200	\$8,500	\$12,600
6030 EMPLOYEE TUITION REIMBURSEMENT	\$454	\$0	\$0	\$1,000	\$0
6031 TMRS - PENSION	\$13,540	(\$5,647)	\$0	\$0	\$0
6032 TMRS - DEATH BENEFIT	(\$2,440)	\$1,905	\$0	\$0	\$0
6033 OPEB - RETIREMENT HEALTH	\$4,377	\$648	\$0	\$0	\$0
PERSONNEL SERVICES	\$446,307	\$370,961	\$497,678	\$485,500	\$756,400
6106 MATERIALS AND PARTS	\$116,050	\$179,986	\$221,200	\$646,200	\$373,000
6107 CLOTHING AND UNIFORMS	\$5,325	\$6,426	\$7,450	\$7,250	\$12,500
6108 FUEL, OIL AND LUBRICANTS	\$9,985	\$15,250	\$10,000	\$20,000	\$20,000
6110 CHEMICAL SUPPLIES	\$64,224	\$69,225	\$60,000	\$100,000	\$75,000
6119 OTHER SUPPLIES	\$13,659	\$11,696	\$7,000	\$13,400	\$10,000
SUPPLIES	\$209,243	\$282,583	\$305,650	\$786,850	\$490,500
6204 OTHER EQUIPMENT MAINTENANCE	\$7,632	\$7,530	\$8,000	\$8,000	\$8,000
6205 VEHICLE MAINTENANCE	\$3,170	\$1,267	\$3,000	\$5,000	\$5,000
6207 SYSTEM MAINTENANCE	\$205,668	\$84,246	\$85,000	\$85,000	\$210,000
REPAIRS AND MAINTENANCE	\$216,471	\$93,042	\$96,000	\$98,000	\$223,000
6302 PROFESSIONAL SERVICES, ENGINEERING	\$0	\$199	\$5,000	\$7,500	\$175,000
6304 PROFESSIONAL SERVICES, OTHER	\$21,741	\$8,033	\$10,000	\$15,000	\$15,000
6305 N.HARRIS CTY.REG.WATER AUTH.	\$3,098,278	\$3,386,142	\$3,300,000	\$4,000,000	\$3,800,000
6312 PHONE & INTERNET SERVICES	\$3,977	\$2,947	\$3,000	\$3,000	\$6,000
6313 UTILITIES-ELECTRIC	\$158,286	\$214,376	\$175,000	\$175,000	\$175,000
6329 OTHER SERVICES	\$0	\$7,805	\$10,000	\$12,500	\$12,500
6332 TRAVEL AND MEALS	\$0	(\$77)	\$0	\$0	\$0
6333 DUES AND SUBSCRIPTIONS	\$498	\$0	\$1,000	\$500	\$500
6335 ADVERTISING COST	\$500	\$1,853	\$400	\$700	\$700
6336 EQUIPMENT RENTALS	\$0	\$2,057	\$1,000	\$1,000	\$1,000
6337 TRAINING	\$4,083	\$0	\$0	\$0	\$0

CITY OF TOMBALL		
FUND ENTERPRISE FUND	DEPARTMENT UTILITY-WATER	DIVISION 600-613 - WATER
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6361 STUDIES AND ANALYSIS	\$16,159	\$50,717	\$35,000	\$45,000	\$25,000
6362 PERMITS AND LICENSES	\$10,333	\$13,782	\$15,000	\$15,000	\$17,000
SERVICES AND CHARGES	\$3,313,855	\$3,687,833	\$3,555,400	\$4,275,200	\$4,227,700
6403 MACHINERY AND EQUIPMENT	\$8,480	\$4,813	\$3,500	\$0	\$0
6405 VEHICLE EQUIPMENT	\$0	\$0	\$0	\$0	\$121,400
6409 SYSTEM EXPANSION	\$0	\$11,329	\$50,000	\$50,000	\$50,000
CAPITAL OUTLAY	\$8,480	\$16,141	\$53,500	\$50,000	\$171,400
6999 TRANSFER TO CAPITAL PROJ. FUND	\$25,000	\$0	\$275,000	\$275,000	\$0
TRANSFERS	\$25,000	\$0	\$275,000	\$275,000	\$0
TOTAL WATER	\$4,219,355	\$4,450,560	\$4,783,228	\$5,970,550	\$5,869,000

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-SEWER	600-614 - SEWER
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$391,525	\$373,057	\$434,267	\$433,500	\$518,700
6004 WAGES-PART TIME	\$10,854	\$10,597	\$5,150	\$20,000	\$5,000
6005 WAGES-OVERTIME	\$6,425	\$14,916	\$15,862	\$10,000	\$12,000
6006 WAGES-ON CALL	\$33,142	\$37,757	\$25,750	\$30,750	\$25,000
6009 WAGES-OTHER	\$23,143	\$21,887	\$23,985	\$14,500	\$0
6011 VACATION PAY	\$21,933	\$12,742	\$28,721	\$21,000	\$0
6012 SICK PAY	\$5,808	\$16,146	\$18,102	\$18,800	\$0
6013 EMERGENCY PAY	\$1,364	\$1,642	\$0	\$700	\$0
6015 SICK TIME BUYBACK	\$3,267	\$3,043	\$2,387	\$700	\$3,500
6019 LONGEVITY	\$4,740	\$4,125	\$4,237	\$3,800	\$4,200
6021 FICA-MED/SS	\$36,600	\$37,523	\$52,846	\$41,300	\$43,500
6022 TMRS-EMPLOYER	\$68,877	\$68,584	\$73,709	\$73,700	\$74,500
6025 WORKER COMPENSATION INS.	\$6,878	\$6,694	\$7,150	\$10,600	\$10,600
6031 TMRS - PENSION	\$19,849	(\$9,564)	\$0	\$0	\$0
6032 TMRS - DEATH BENEFIT	(\$3,568)	\$3,213	\$0	\$0	\$0
6033 OPEB - RETIREMENT HEALTH	\$6,402	\$1,092	\$0	\$0	\$0
PERSONNEL SERVICES	\$637,240	\$603,454	\$692,166	\$679,350	\$697,000
6106 MATERIALS AND PARTS	\$12,053	\$14,840	\$30,000	\$30,000	\$30,000
6107 CLOTHING AND UNIFORMS	\$5,498	\$5,293	\$8,600	\$8,550	\$10,000
6108 FUEL, OIL AND LUBRICANTS	\$11,578	\$13,847	\$15,000	\$28,000	\$28,000
6109 POSTAGE	\$0	\$0	\$100	\$100	\$100
6110 CHEMICAL SUPPLIES	\$91,184	\$100,504	\$90,000	\$115,000	\$125,000
6119 OTHER SUPPLIES	\$13,315	\$10,007	\$25,000	\$28,400	\$15,000
SUPPLIES	\$133,629	\$144,491	\$168,700	\$210,050	\$208,100
6204 OTHER EQUIPMENT MAINTENANCE	\$9,399	\$7,695	\$15,000	\$15,000	\$15,000
6205 VEHICLE MAINTENANCE	\$10,575	\$18,512	\$5,000	\$10,000	\$10,000
6206 BUILDING MAINTENANCE	\$4,103	\$3,734	\$0	\$2,000	\$2,000
6207 SYSTEM MAINTENANCE	\$164,412	\$195,784	\$284,100	\$301,800	\$285,000
REPAIRS AND MAINTENANCE	\$188,489	\$225,725	\$304,100	\$328,800	\$312,000
6302 PROFESSIONAL SERVICES,ENGINEER	\$0	\$0	\$7,500	\$10,000	\$190,000
6304 PROFESSIONAL SERVICES,OTHER	\$15,065	\$22,155	\$20,000	\$25,000	\$25,000
6312 PHONE & INTERNET SERVICES	\$4,314	\$4,041	\$4,400	\$4,400	\$4,400
6313 UTILITIES-ELECTRIC	\$146,321	\$221,335	\$165,000	\$165,000	\$165,000
6329 OTHER SERVICES	\$132,907	\$78,004	\$125,000	\$125,000	\$140,000
6333 DUES AND SUBSCRIPTIONS	\$90	\$90	\$100	\$100	\$100
6336 EQUIPMENT RENTALS	\$0	\$3,888	\$4,500	\$4,500	\$4,500

CITY OF TOMBALL		
FUND ENTERPRISE FUND	DEPARTMENT UTILITY-SEWER	DIVISION 600-614 - SEWER
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6337 TRAINING	\$6,963	\$0	\$0	\$0	\$0
6361 STUDIES AND ANALYSIS	\$58,830	\$50,957	\$60,000	\$60,000	\$70,000
6362 PERMITS AND LICENSES	\$30,510	\$28,062	\$45,000	\$45,000	\$155,000
SERVICES AND CHARGES	\$395,000	\$408,531	\$431,500	\$439,000	\$754,000
6403 MACHINERY AND EQUIPMENT	\$46,045	\$4,814	\$3,500	\$0	\$625,000
6406 LAND AND BUILDINGS	\$0	\$0	\$0	\$0	\$20,000
6409 SYSTEM EXPANSION	\$0	\$0	\$50,000	\$50,000	\$50,000
CAPITAL OUTLAY	\$46,045	\$4,814	\$53,500	\$50,000	\$695,000
6999 TRANSFER TO CAPITAL PROJ. FUND	\$50,000	\$100,000	\$250,000	\$250,000	\$50,000
TRANSFERS	\$50,000	\$100,000	\$250,000	\$250,000	\$50,000
TOTAL SEWER	\$1,450,404	\$1,487,015	\$1,899,966	\$1,957,200	\$2,716,100

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
ENTERPRISE FUND	UTILITY-GAS	600-615 - GAS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 BUDGET	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6003 WAGES-FULL TIME	\$229,101	\$244,897	\$260,034	\$278,200	\$356,200
6004 WAGES-PART TIME	\$6,568	\$5,824	\$5,150	\$5,200	\$5,000
6005 WAGES-OVERTIME	\$8,161	\$10,215	\$12,360	\$12,400	\$14,000
6006 WAGES-ON CALL	\$26,669	\$20,417	\$15,450	\$20,000	\$15,000
6009 WAGES-OTHER	\$11,934	\$13,561	\$15,464	\$9,600	\$0
6011 VACATION PAY	\$10,596	\$11,471	\$18,444	\$16,800	\$0
6012 SICK PAY	\$2,992	\$5,819	\$11,671	\$7,800	\$0
6013 EMERGENCY PAY	\$583	\$0	\$0	\$500	\$0
6015 SICK TIME BUYBACK	\$3,320	\$2,574	\$2,551	\$2,000	\$2,700
6019 LONGEVITY	\$2,975	\$3,085	\$3,472	\$3,200	\$3,500
6021 FICA-MED/SS	\$22,350	\$23,559	\$26,491	\$29,000	\$30,400
6022 TMRS-EMPLOYER	\$41,534	\$43,315	\$45,312	\$51,200	\$51,800
6025 WORKER COMPENSATION INS.	\$3,166	\$2,799	\$3,410	\$3,900	\$4,000
6031 TMRS - PENSION	\$11,935	(\$6,041)	\$0	\$0	\$0
6032 TMRS - DEATH BENEFIT	(\$2,149)	\$2,027	\$0	\$0	\$0
6033 OPEB - RETIREMENT HEALTH	\$3,855	\$689	\$0	\$0	\$0
PERSONNEL SERVICES	\$383,589	\$384,211	\$419,809	\$439,800	\$482,600
6101 OFFICE SUPPLIES	\$10	\$0	\$0	\$0	\$0
6106 MATERIALS AND PARTS	\$118,738	\$269,848	\$250,000	\$700,000	\$715,000
6107 CLOTHING AND UNIFORMS	\$4,631	\$4,193	\$6,350	\$6,100	\$7,000
6108 FUEL, OIL AND LUBRICANTS	\$11,918	\$12,106	\$12,000	\$20,000	\$20,000
6109 POSTAGE	\$400	\$176	\$500	\$500	\$500
6110 CHEMICAL SUPPLIES	\$0	\$0	\$5,000	\$7,500	\$7,500
6119 OTHER SUPPLIES	\$13,046	\$10,117	\$17,500	\$23,400	\$38,000
6129 GAS PURCHASES	\$785,534	\$3,546,073	\$1,100,000	\$1,575,000	\$1,100,000
SUPPLIES	\$934,277	\$3,842,514	\$1,391,350	\$2,332,500	\$1,888,000
6203 RADIO EQUIPMENT MAINTENANCE	\$170	\$0	\$0	\$0	\$0
6204 OTHER EQUIPMENT MAINTENANCE	\$3,850	\$5,855	\$5,000	\$5,000	\$5,000
6205 VEHICLE MAINTENANCE	\$2,911	\$7,032	\$3,000	\$10,000	\$5,000
6207 SYSTEM MAINTENANCE	\$17,218	\$19,104	\$150,000	\$150,000	\$125,000
6219 OTHER MAINTENANCE	\$0	\$0	\$6,500	\$0	\$0
REPAIRS AND MAINTENANCE	\$24,148	\$31,992	\$164,500	\$165,000	\$135,000
6302 PROFESSIONAL SERVICES, ENGINEERING	\$0	\$15,800	\$5,000	\$5,000	\$15,000
6304 PROFESSIONAL SERVICES, OTHER	\$41,554	\$8,714	\$125,000	\$25,000	\$135,000
6312 PHONE & INTERNET SERVICES	\$4,953	\$4,306	\$4,500	\$4,500	\$4,500
6313 UTILITIES-ELECTRIC	\$1,179	\$3,571	\$1,500	\$1,500	\$1,500
6322 INSPECTION SERVICES	\$402	\$0	\$0	\$0	\$0
6329 OTHER SERVICES	\$4,300	\$6,204	\$5,000	\$5,000	\$5,000
6333 DUES AND SUBSCRIPTIONS	\$5,328	\$5,958	\$1,500	\$6,500	\$6,500

CITY OF TOMBALL		
FUND ENTERPRISE FUND	DEPARTMENT UTILITY-GAS	DIVISION 600-615 - GAS
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 BUDGET	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6335 ADVERTISING COST	\$6,310	\$10,205	\$7,000	\$7,000	\$7,000
6336 EQUIPMENT RENTALS	\$0	\$1,122	\$1,500	\$1,500	\$1,500
6337 TRAINING	\$10,835	\$1,000	\$0	\$0	\$0
6361 STUDIES AND ANALYSIS	\$92	\$50	\$3,000	\$3,000	\$3,000
6362 PERMITS AND LICENSES	\$2,966	\$3,161	\$3,500	\$4,000	\$4,000
SERVICES AND CHARGES	\$77,919	\$60,090	\$157,500	\$63,000	\$183,000
6403 MACHINERY AND EQUIPMENT	\$12,461	\$4,813	\$3,500	\$0	\$85,000
6409 SYSTEM EXPANSION	\$0	\$13,970	\$50,000	\$50,000	\$50,000
CAPITAL OUTLAY	\$12,461	\$18,782	\$53,500	\$50,000	\$135,000
6999 TRANSFER TO CAPITAL PROJ. FUND	\$89,000	\$120,000	\$70,000	\$70,000	\$150,000
TRANSFERS	\$89,000	\$120,000	\$70,000	\$70,000	\$150,000
TOTAL GAS	\$1,521,395	\$4,457,588	\$2,256,659	\$3,120,300	\$2,973,600

FUND ENTERPRISE FUND	CITY OF TOMBALL DEPARTMENT DEBT	DIVISION 600-616 DEBT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6906 BOND FEES AND COST	\$80,143	\$467	\$0	\$0	\$0
DEBT	\$80,143	\$468	\$0	\$0	\$0
TOTAL DEBT	\$80,143	\$468	\$0	\$0	\$0

Fleet Replacement Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Transfers - General Fund	\$ 115,505	\$ 415,549	\$ 434,538	\$ 435,126	\$ 503,031
Transfers - Enterprise Fund	26,240	110,754	110,754	110,754	76,038
Other	-	113,017	-	84,750	-
Interest	8,911	766	1,100	3,000	6,000
Total	\$ 150,656	\$ 640,086	\$ 546,392	\$ 633,630	\$ 585,069
Expenditures:					
Capital Outlay - General Fund	\$ 458,217	\$ 849,255	\$ 457,360	\$ 679,715	\$ 1,179,470
Capital Outlay - Enterprise Fund	238,433	190,745	209,000	186,175	156,000
Total	\$ 696,650	\$ 1,040,000	\$ 666,360	\$ 865,890	\$ 1,335,470
Revenues Over (Under)					
Expenditures	\$ (545,994)	\$ (399,914)	\$ (119,968)	\$ (232,260)	\$ (750,401)
Beginning Fund Balance	\$ 2,942,845	\$ 2,396,850	\$ 1,996,936	\$ 1,996,936	\$ 1,764,676
Ending Fund Balance	\$ 2,396,850	\$ 1,996,936	\$ 1,876,968	\$ 1,764,676	\$ 1,014,275

**CITY OF TOMBALL
FLEET REPLACEMENT FUND**

FLEET REPLACEMENT FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5500 SALE OF CITY PROPERTY	\$ -	\$ 40,733		\$ 84,750	\$ -
5551 INSURANCE RECOVERIES	-	-	-	27,650	-
5740 OTHER GRANTS	-	72,284	-	-	-
5800 INTEREST INCOME	8,911	766	1,100	3,000	6,000
5910 TRANSFER FROM GENERAL FUND	115,505	415,549	434,538	435,126	503,031
5911 TRANSFER FROM UTILITY FUND	26,240	110,754	110,754	110,754	76,038
TOTAL FLEET REPLACEMENT FUND	\$ 150,656	\$ 640,086	\$ 546,392	\$ 661,280	\$ 585,069

CITY OF TOMBALL		
FUND	DEPARTMENT	DIVISION
FLEET REPLACEMENT	GENERAL FUND FLEET REPLACEMENT	650-651 GENERAL FUND FLEET REPLACEMENT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6405 VEHICLE EQUIPMENT	\$416,277	\$809,983	\$419,400	\$646,500	\$1,151,000
6901 INTEREST-NOTES	\$41,940	\$39,272	\$37,960	\$33,215	\$28,470
CAPITAL OUTLAY	\$458,217	\$849,255	\$457,360	\$679,715	\$1,179,470
TOTAL GENERAL FUND FLEET REPLACEMENT	\$458,217	\$849,255	\$457,360	\$679,715	\$1,179,470

CITY OF TOMBALL

FUND	DEPARTMENT	DIVISION
FLEET REPLACEMENT	UTILITY FUND FLEET REPLACEMENT	650-652 UTILITY FUND FLEET REPLACEMENT
DETAILS		

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6403 MACHINERY AND EQUIPMENT	\$71,976	\$149,950	\$0	\$60,100	\$0
6405 VEHICLE EQUIPMENT	\$166,457	\$40,795	\$209,000	\$126,075	\$156,000
CAPITAL OUTLAY	\$238,433	\$190,745	\$209,000	\$186,175	\$156,000
TOTAL UTILITY FUND FLEET REPLACEMENT	\$238,433	\$190,745	\$209,000	\$186,175	\$156,000

City of Tomball
2019 Lease Purchase - Pierce Velocity Fire Truck
Issue Date : September 27, 2018

Fiscal Year	Payment			Interest	Total P & I
	Date	Principal	Coupon		
2023	11/1/2022	130,000	3.650%	33,215	163,215
2024	11/1/2023	130,000	3.650%	28,470	158,470
2025	11/1/2024	130,000	3.650%	23,725	153,725
2026	11/1/2025	130,000	3.650%	18,980	148,980
2027	11/1/2026	130,000	3.650%	14,235	144,235
2028	11/1/2027	130,000	3.650%	9,490	139,490
2029	11/1/2028	130,000	3.650%	4,745	134,745
Total		\$ 910,000		\$ 132,860	\$ 1,042,860

ACTIVE - FLEET REPLACEMENT

Department	Fleet ID	Fleet Type	Make	Model	Year	Mileage/Hrs	Requested Make	Requested Model	Price Estimate
Permits & Inspections	AD10	Truck	Chevy	Silverado 1500	2006	74,765	Chevy	Silverado 1500	\$ 40,000
Permits & Inspections	AD15	Truck	Chevy	Silverado 1500	2013	67,418	Chevy	Silverado 1500	\$ 40,000
Permits & Inspections Total									\$ 80,000
Police Dept	Shop 20	Truck	Chevy	Silverado 1500	2010	87,600	Chevy	Colorado	\$ 37,000
Police Dept	Shops 57 & 58	Motorcycles	Victory	Comm 1 ABS	2013	37,500	Ford	Interceptor	\$ 75,000
Police Department Total									\$ 112,000
Fire Dept	Engine 3	Fire Truck	Freightliner	FL-80	1995			Engine	\$ 800,000
Fire Department Total									\$ 800,000
PW - Streets	G-37	Truck	Chevy	Silverado 3500 HD	2013	50,000	Chevy	Silverado 3500HD 4x2 crew cab with utility bed	\$ 56,000
PW - Streets	GE-21	Tractor	John Deere	5520	1997		John Deere	6105E CAB TRACTOR	\$ 75,000
PW - Streets	SE12-4A	Bat Wing		SE15-4A			John Deere	FC15R Flex Wing	\$ 28,000
Streets Department Total									\$ 159,000
TOTAL GENERAL FUND									\$ 1,151,000
PW - Sewer	U-37	Truck	Chevy	3500 HD	2014	63,000	Chevy	Silverado 3500HD crew cab w/ utility bed	\$ 56,000
Sewer Department Total									\$ 56,000
PW - Gas	07-002	Truck	Chevy	Silverado 1500	2007	113,000	Chevy	Silverado 4x2 Crew Cab	\$ 46,000
PW - Gas	U-39	Truck	Chevy	Silverado 2500	2015	127,000	Chevy	Silverado 4x2 Crew Cab w/ utility bed	\$ 54,000
Gas Department Total									\$ 100,000
TOTAL ENTERPRISE FUND									\$ 156,000
TOTAL FLEET REPLACEMENT									\$ 1,307,000

730 - Water Capital Recovery Fund

Statement of Revenues, Expenditures and Changes in Fund Balance 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Water Capital Recovery Fee	\$ 726,471	\$ 1,571,435	\$ 2,000,000	\$ 1,500,000	\$ 1,000,000
Interest	20,500	1,214	5,000	15,000	50,000
Total	\$ 746,971	\$ 1,572,649	\$ 2,005,000	\$ 1,515,000	\$ 1,050,000
Expenditures:					
Services and Charges	\$ -	\$ 18,365	\$ 233,000	\$ 119,200	\$ -
Transfers Out	455,000	-	-	249,500	4,650,000
Total	\$ 455,000	\$ 18,365	\$ 233,000	\$ 368,700	\$ 4,650,000
Revenues Over (Under)					
Expenditures	\$ 291,972	\$ 1,554,284	\$ 1,772,000	\$ 1,146,300	\$ (3,600,000)
Beginning Fund Balance	\$ 1,961,883	\$ 2,253,855	\$ 3,808,139	\$ 3,808,139	\$ 4,954,439
Ending Fund Balance	\$ 2,253,855	\$ 3,808,139	\$ 5,580,139	\$ 4,954,439	\$ 1,354,439

CITY OF TOMBALL
WATER CAPITAL RECOVERY FUND - 730

WATER CAPITAL RECOVERY FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5800 INTEREST INCOME	\$ 20,500	\$ 1,214	\$ 5,000	\$ 15,000	\$ 50,000
5810 WATER CAPITAL RECOVERY FEE	726,471	1,571,435	2,000,000	1,500,000	1,000,000
TOTAL WATER CAPITAL RECOVERY FUND	\$ 746,971	\$ 1,572,649	\$ 2,005,000	\$ 1,515,000	\$ 1,050,000

CITY OF TOMBALL

FUND
WATER CAPITAL RECOVERY

DEPARTMENT
WATER CAPITAL RECOVERY

DIVISION
730-731 WATER CAPITAL RECOVERY

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6304 PROF.SERV.-OTHER	\$0	\$18,365	\$233,000	\$119,200	\$0
SERVICES AND CHARGES	\$0	\$18,365	\$233,000	\$119,200	\$0
6691 TRANSFERS OUT	\$455,000	\$0	\$0	\$249,500	\$4,650,000
TRANSFERS	\$455,000	\$0	\$0	\$249,500	\$4,650,000
TOTAL WATER CAPITAL RECOVERY	\$455,000	\$18,365	\$233,000	\$368,700	\$4,650,000

740 - Sewer Capital Recovery Fund

Statement of Revenues, Expenditures and Changes in Fund Balance
2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Sewer Capital Recovery Fee	\$ 658,214	\$ 1,306,859	\$ 1,750,000	\$ 1,200,000	\$ 800,000
Interest	16,930	1,000	2,500	12,000	20,000
Total	\$ 675,144	\$ 1,307,860	\$ 1,752,500	\$ 1,212,000	\$ 820,000
Expenditures:					
Transfers	\$ 479,000	\$ -	\$ -	\$ -	\$ 75,000
Total	\$ 479,000	\$ -	\$ -	\$ -	\$ 75,000
Revenues Over (Under)					
Expenditures	\$ 196,145	\$ 1,307,861	\$ 1,752,500	\$ 1,212,000	\$ 745,000
Beginning Fund Balance	\$ 1,839,232	\$ 2,035,377	\$ 3,343,238	\$ 3,343,238	\$ 4,555,238
Ending Fund Balance	\$ 2,035,377	\$ 3,343,238	\$ 5,095,738	\$ 4,555,238	\$ 5,300,238

CITY OF TOMBALL
SEWER CAPITAL RECOVERY FUND - 740

SEWER CAPITAL RECOVERY FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5800 INTEREST	\$ 16,930	\$ 1,000	\$ 2,500	\$ 12,000	\$ 20,000
5840 SEWER CAPITAL RECOVERY FEE	658,214	1,306,859	1,750,000	1,200,000	800,000
TOTAL SEWER CAPITAL RECOVERY FUND	\$ 675,144	\$ 1,307,860	\$ 1,752,500	\$ 1,212,000	\$ 820,000

CITY OF TOMBALL

FUND
SEWER CAPITAL RECOVERY

DEPARTMENT
SEWER CAPITAL RECOVERY

DIVISION
740-741 SEWER CAPITAL RECOVERY

DETAILS

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2022 BUDGET
6691 TRANSFERS OUT	\$479,000	\$0	\$0	\$0	\$75,000
TRANSFERS	\$479,000	\$0	\$0	\$0	\$75,000
TOTAL SEWER CAPITAL RECOVERY	\$479,000	\$0	\$0	\$0	\$75,000

City of Tomball
 910 Employee Benefits Trust Fund
 2022-2023 Proposed Budget

	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Projection	FY 2023 Budget
Revenues:					
Transfers	\$ 2,862,477	\$ 2,889,477	\$ 3,380,338	\$ 3,240,838	\$ 3,411,800
ESD#15 Reimbursement	173,573	123,415	-	139,500	312,750
Interest	19,531	1,783	2,500	7,500	15,000
Total	\$ 3,055,581	\$ 3,014,675	\$ 3,382,838	\$ 3,387,838	\$ 3,739,550
Expenditures:					
Health Insurance Costs	\$ 2,548,243	\$ 2,560,404	\$ 3,198,540	\$ 3,348,040	\$ 3,900,400
Services and Charges	43,470	54,505	58,788	55,610	60,000
Total	\$ 2,591,712	\$ 2,614,909	\$ 3,257,328	\$ 3,403,650	\$ 3,960,400
Revenues Over (Under)					
Expenditures	\$ 463,869	\$ 399,766	\$ 125,510	\$ (15,812)	\$ (220,850)
Beginning Fund Balance	\$ 1,773,190	\$ 2,237,059	\$ 2,636,825	\$ 2,636,825	\$ 2,621,013
Ending Fund Balance	\$ 2,237,059	\$ 2,636,825	\$ 2,762,335	\$ 2,621,013	\$ 2,400,163

**CITY OF TOMBALL
EMPLOYEE BENEFITS TRUST FUND - 910**

EMPLOYEE BENEFITS TRUST FUND	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
5474 ESD#15 STATION 5 PAYROLL REIMBURSEMENT	\$ 173,573	\$ 123,415	\$ -	\$ 139,500	\$ 312,750
5800 INTEREST	19,531	1,783	2,500	7,500	15,000
5961 TRANSFER IN	2,862,477	2,889,477	3,380,338	3,240,838	3,411,800
TOTAL EMPLOYEE BENEFITS TRUST FUND	\$ 3,055,581	\$ 3,014,675	\$ 3,382,838	\$ 3,387,838	\$ 3,739,550

CITY OF TOMBALL**FUND**
EMPLOYEE BENEFITS TRUST**DEPARTMENT**
HEALTH INSURANCE**DIVISION**
910-920 HEALTH INSURANCE**DETAILS**

LINE ITEMS	2020 ACTUAL	2021 ACTUAL	2022 BUDGET	2022 PROJECTION	2023 BUDGET
6024 HEALTH INSURANCE	\$2,548,243	\$2,560,404	\$3,198,540	\$3,348,040	\$3,900,400
PERSONNEL SERVICES	\$2,548,243	\$2,560,404	\$3,198,540	\$3,348,040	\$3,900,400
6304 PROF. SERVICES- OTHER	\$42,397	\$53,812	\$58,788	\$55,400	\$60,000
6329 OTHER SERVICES	\$1,072	\$693	\$0	\$210	\$0
SERVICES AND CHARGES	\$43,470	\$54,505	\$58,788	\$55,610	\$60,000
TOTAL HEALTH INSURANCE	\$2,591,712	\$2,614,909	\$3,257,328	\$3,403,650	\$3,960,400

ACTIVE SUPPLEMENTALS

GENERAL FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
100-112-6101	(5) Toughbooks for Inspectors	Office/Computer Equipment	18,000
Permits & Inspections Total			\$ 18,000
100-114-6304	Conversion of Archived Records	Professional Services	22,800
100-114-6371	Election Equipment	Equipment	64,000
City Secretary's Office Total			\$ 86,800
100-117-6101	Click Share Devices	Office/Computer Equipment	5,000
100-117-6320	Content Manager Database	Software	10,000
100-117-6402	Replace Network Switches	Office/Computer Equipment	58,000
100-117-6320	Budget Software	Software	77,725
100-117-6320	Public Works/Permitting Software	Software	140,000
100-117-6320	License Plate Reader Software	Software	9,500
Information Systems Total			\$ 300,225
100-121-6106	(10) Body Worn Cameras	Materials and Parts	60,000
100-121-6999	Upgrades to Malone Lot (GF/Seizure Fund)	Building Maintenance	200,000
100-121-6003	(1) Day Shift Sergeant	Personnel	141,875
100-121-6003	(1) School Resource Officer (ISD Funded)	Personnel	133,250
100-121-6003	(2) Jailers	Personnel	169,213
100-121-6003	(2) Police Officers	Personnel	246,600
100-121-6004	Part-time Bailiff	Personnel	46,375
100-121-6405	New Vehicle for Police Officers	Vehicle	65,000
Police Department Total			\$ 1,062,313
100-142-6141	Air Compressor - Station 1	Equipment	10,000
100-145-6003	(3) Lieutenants	Personnel	356,100
100-145-6003	(3) Driver/Operators	Personnel	333,650
100-145-6003	(3) Firefighters	Personnel	313,275
100-145-6405	Engine 4	Vehicle	900,000
Fire Department Total			\$ 1,913,025
100-151-6003	Construction Inspector	Personnel	115,775
100-151-6405	Construction Inspector Truck	Vehicle	36,000
Public Works Admin Total			\$ 151,775
100-152-6106	Turf Tray	Materials & Parts	4,000
Garage Department Total			\$ 4,000
100-153-6119	Replace GE-60 (Zero turn mower)	Equipment	13,000
100-153-6119	Replace GE-43 (utility ATV)	Equipment	18,000
100-153-6999	Renovation to the Depot Museum	Capital Projects	150,000
100-153-6999	Matheson Park Improvements	Capital Projects	200,000
100-153-6304	Parks Master Plan	Professional Services	150,000
100-153-6207	Theis Attaway Nature Center	System Maintenance	25,000
100-153-6999	Juergen's Park Inclusive Playground	Capital Projects	100,000
100-153-6409	Wayne Stovall Light Replacement	System Maintenance	40,000
Parks Total			\$ 696,000

ACTIVE SUPPLEMENTALS

100-154-6119	Replace GE-59 (zero turn mower)	Equipment	13,000
100-154-6403	Brush Chipper	Equipment	55,000
100-154-6106	8x11' Rock Screen	Materials & Parts	5,500
100-154-6999	Alley Improvement Project	Capital Projects	200,000
100-154-6304	Drainage Master Plan	Professional Services	850,000
100-154-6003	Streets & Drainage Crew Chief	Personnel	84,625
100-154-6003	(3) Streets Service People	Personnel	220,875
100-154-6405	New Streets Crew Truck	Vehicle	55,825
100-154-6409	Sidewalks	Capital Projects	200,000
Streets Total			\$ 1,684,825
100-156-6302	Comp Plan/Major Thoroughfare Plan Update	Professional Services	300,000
100-156-6001	Assistant City Engineer	Personnel	133,350
100-156-6302	Zoning Ordinance Update	Professional Services	150,000
Engineering & Planning Total			\$ 583,350
100-157-6403	Replace City Hall HVAC Units	Capital Improvement	29,250
100-157-6206	Fire Station 1 Warehouse Heaters	Facilities Maintenance	8,200
100-157-6206	Community Center Window Retrofit	Facilities Maintenance	7,500
100-157-6304	Facility Needs Assessment (split GF/EF)	Professional Services	25,000
100-157-6406	Public Works Admin Customer Service Remodel	Capital Improvement	20,000
100-157-6403	Police Department A/C	Capital Improvement	13,500
100-157-6403	Community Center A/C (2 4-ton, 2 5-ton)	Capital Improvement	46,000
100-157-6406	Upgrade Court's Offices	Capital Improvement	22,000
100-157-6206	Conference Room (Shack) Upgrade	Facilities Maintenance	11,000
100-157-6206	Cubicle Buildout	Facilities Maintenance	50,000
Facilities Maintenance Total			\$ 232,450
GENERAL FUND TOTAL			\$ 6,732,763

SEIZURE FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
200-122-6991	Upgrades to Malone Lot	Capital Improvement	100,000
Seizure Fund Total			\$ 100,000
SEIZURE FUND TOTAL			\$ 100,000

CAPITAL PROJECTS FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
400-153-6409	Juergen's Park Inclusive Playground	Capital Projects	800,000
Parks Capital Projects Total			\$ 800,000
400-613-6409	Pine Street EST Rehabilitation	Capital Projects	850,000
400-613-6409	East Water Plant - Phase I	Capital Projects	5,000,000
400-613-6409	Telge Easement Acquisition	Capital Projects	750,000
Water Capital Projects Total			\$ 6,600,000
400-614-6409	2920 Lift Station	Capital Projects	10,000,000
400-614-6409	Telge Easement Acquisition	Capital Projects	750,000
400-614-6409	WWTP Design	Capital Projects	415,000
Sewer Capital Projects Total			\$ 11,165,000
CAPITAL PROJECTS FUND TOTAL			\$ 17,765,000

ENTERPRISE FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
600-611-6304	Facility Needs Assessment (split GF/EF)	Professional Services	25,000
600-611-6001	Environmental Coordinator	Personnel	133,350
600-611-6361	Utility Rate Study	Professional Services	60,000
Utilities Admin Total			\$ 218,350

ACTIVE SUPPLEMENTALS

600-612-6304	Contract Meter Reading	Professional Services	70,000
600-612-6003	Customer Service Coordinator	Personnel	86,975
Utility Billing Total			\$ 156,975
600-613-6106	Storz Connections	Materials & Parts	65,000
600-613-6302	Water Master Plan	Professional Services	165,000
600-613-6207	Well 6 Maintenance	System Maintenance	100,000
600-613-6003	Crew Chief	Personnel	97,325
600-613-6003	(2) Utilities Servicepeople	Personnel	148,525
600-613-6003	Utilities Technician	Personnel	90,175
600-613-6405	Utilities Crew Truck	Vehicle	55,900
600-613-6405	Utilities Mini Dump	Vehicle	65,500
Water Department Total			\$ 787,425
600-614-6406	Roof Replacement NWWTP	Capital Improvement	20,000
600-614-6999	SCADA Implementation	Capital Projects	50,000
600-614-6302	Wastewater Master Plan	Professional Services	180,000
600-614-6362	WWTP Permit Renewals	Professional Services	110,000
600-614-6207	Repairs to Electrical Boxes at Lift Stations	System Maintenance	10,000
600-614-6403	Generator Replacement - SWWTP	Equipment	625,000
Sewer Total			\$ 995,000
600-615-6999	SCADA Implementation	Capital Projects	50,000
600-615-6999	Gas Meter Conversion to Sensus	Capital Projects	100,000
600-615-6119	Gas Leak Detection Laser	Materials & Parts	18,000
600-615-6207	Gas Regulator Fencing	System Maintenance	25,000
600-615-6403	Mini Excavator with Tilt Trailer	Equipment	85,000
Gas Total			\$ 278,000
ENTERPRISE FUND TOTAL			\$ 2,435,750

WATER CAPITAL RECOVERY

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
730-731-6991	S. Persimmon Water Line Construction	Capital Projects	600,000
730-731-6999	Rudolph Road Water Line Exension	Capital Projects	300,000
730-731-6999	Grand Parkway EST	Capital Projects	3,750,000
Water Capital Recovery Total			\$ 4,650,000
WATER CAPITAL RECOVERY TOTAL			\$ 4,650,000

SEWER CAPITAL RECOVERY

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
740-741-6999	Rudolph Road Sanitary Sewer	Capital Projects	75,000
Sewer Capital Recovery Total			\$ 75,000
SEWER CAPITAL RECOVERY TOTAL			\$ 75,000
SUPPLEMENTAL TOTAL			\$ 31,823,513

CUT SUPPLEMENTALS

GENERAL FUND

FUND-DEPT-ACCT	TITLE	TYPE	AMOUNT
100-114-6003	Administrative Assistant	Personnel	77,175
100-114-6206	Paint City Hall - Entire	Facilities Maintenance	35,000
City Secretary's Office Total			\$ 112,175
100-115-6003	HR Generalist	Personnel	95,700
Human Resources Total			\$ 95,700
100-117-6101	Plotter/Scanner	Office/Computer Equipment	9,000
100-117-6320	Upgrade Laserfiche	Software	50,000
IT Department Total			\$ 59,000
100-121-6003	Task Force Investigator	Personnel	125,750
100-121-6405	New Vehicle for Task Force Investigator	Vehicle	32,000
Police Department Total			\$ 157,750
100-156-6001	Plans Examiner	Personnel	108,000
Engineering & Planning Total			\$ 108,000
GENERAL FUND TOTAL			\$ 532,625

ENTERPRISE FUND

ORGUNIT	TITLE	TYPE	AMOUNT
600-613-6304	Lead & Copper Rule Update- Phase I of III	Professional Services	1,000,000
Water Total			\$ 1,000,000
ENTERPRISE FUND TOTAL			\$ 1,000,000
CUT SUPPLEMENTAL TOTAL			\$ 1,532,625

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, on Second Reading, Ordinance Number 2022-31, an Ordinance of the City Council of Tomball, Texas, Approving a Service and Assessment Plan and Assessment Roll for Authorized Improvements for the Wood Leaf 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.

Background:

The property within the Wood Leaf Reserve Public Improvement District Eleven (PID 11), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for Improvement Area #1 (IA1). Following the Public Hearing, it is necessary to levy assessments on the property in IA1 within PID 11 as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2022-31 approves the Service and Assessment Plan and Assessment Roll for Wood Leaf Reserve Public Improvement District Number Eleven.

Origination: Project Management

Recommendation:

Adopt Ordinance Number 2022-31, levying an assessment against property within Improvement Section One properties within Improvement Area #1 (IA1), for Public Improvement District Number Eleven (PID 11), Wood Leaf 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	<u>Meagan Mageo</u>	<u>8/31/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS FOR THE WOOD LEAF 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 Wood Leaf Reserve Public Improvement District (the “District”); and

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto; 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, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after such publication; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase; 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 Improvement Area #1 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 Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

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

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

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

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

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

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the 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 Authorized Improvements, and the Administrative Expenses pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;
- b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;
- c. The Service and Assessment Plan apportions the costs of the Authorized Improvements to be assessed against each Assessed Property in Improvement Area #1 of the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property because of the Authorized Improvements.
- d. All of the real property in the District which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Authorized Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in 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 Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;
- f. The 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 Service and Assessment Plan should be approved as the assessment roll for the District;
- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent 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 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 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 Authorized Improvements within 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 Authorized Improvements within 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 #1 of the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as special assessments on the properties within the District as set forth in the Service and Assessment Plan and the Assessment Roll.
- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan.

- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.
- d. Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Administrative Expenses for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Authorized Improvements is as set forth in the 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 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 Service and Assessment Plan, the owner (the “Owner”) of any Assessed Property 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, including without limitation such owner’s obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the Assessed Property, and the owners of Assessed Properties, 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 Administrative Expense.
- 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 Administrative Expense.

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 Service and Assessment Plan shall be and become effective upon passage and execution thereof.

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 6TH DAY OF SEPTEMBER 2022.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>NAY</u>
COUNCILMAN DUNAGIN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN PARR	<u>AYE</u>

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 19TH DAY OF SEPTEMBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

Wood Leaf Reserve Public Improvement District

SERVICE AND ASSESSMENT PLAN

SEPTEMBER 6, 2022



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INTRODUCTION

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

On January 18, 2021, the City passed and approved Resolution No. 2021-04 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.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 90.54 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

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 the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

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

SECTION I: DEFINITIONS

“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 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.

“Administrator” means the City or the person or firm designated by the City who shall have the responsibility provided in this 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 annual 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 Service and Assessment Plan and the PID Act with respect

to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrant and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. 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 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-Benefitted Parcels.

“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 one or more ordinance(s), 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(s) 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 Service and Assessment Plan as **Exhibit F**.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including 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.

“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 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 Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

“Development Agreement” means that certain Wood Leaf Reserve Development Agreement between the City and the Developer effective January 18, 2021, as may be amended.

“District” means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit B-1** and more specifically described on **Exhibit A-1**.

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

“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 to be accrued prior to collection of the first Annual Installment of the Assessment securing the applicable PID Bonds, as shown on **Exhibit E**.

“Future Improvement Areas” means the property within the District, excluding Improvement Area #1. Future Improvement Areas may be developed in phases after Improvement Area #1.

“Future Improvement Area Bonds” means bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area and Future Improvement Area Projects that are secured by Assessments levied on Assessed Property within such Future Improvement Area.

“Future Improvement Area Improvements” means those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

“Future Improvement Area Projects” means the Future Improvement Area Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1 and each area within the Future Improvement Areas that is specifically defined and designated as a phase of the District.

“Improvement Area #1” means approximately 33.4418 acres located within the District, as described in **Exhibit A-2** and more specifically detailed on **Exhibit B-2**.

“Improvement Area #1 2022 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf 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, as applicable.

“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 Assessment Roll” means the assessment roll for Improvement Area #1 Assessed Property included in this Service and Assessment Plan as **Exhibit F**.

“Improvement Area #1 Improvements” means those Authorized Improvements described in **Section III.A** that only benefit Improvement Area #1.

“Improvement Area #1 Plat” means the plat recorded in the Official Public Records of the County on January 4, 2021 and attached as **Exhibit M**.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Indenture” means one or more Indenture(s) 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 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 single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot.

“Lot Type 2” means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot.

“Major Improvements” means those Authorized Improvements described in **Section III.B** that benefit all areas within the District.

“Maximum Assessment” means for each Lot Type, the amount shown on **Exhibit H**.

“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 one or more series of bonds issued by the City to finance the Authorized Improvements and secured in whole or in part by Assessments, including Annual Installments thereof.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent 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 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.

“Service and Assessment Plan” means this Service and Assessment Plan as updated and amended from time to time.

“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 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 299 single-family homes, as shown on **Exhibit I**.

Improvement Area #1 includes approximately 33.414 acres as more particularly described on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to contain 123 single-family homes.

It is anticipated there will be two additional Future Improvement Areas within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, or the levy of Assessments in a Future Improvement Area pursuant to a Reimbursement Agreement, this Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit B-1**.

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** and depicted on **Exhibit J-1** and **Exhibit J-2**.

A. Improvement Area #1 Improvements

▪ *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. 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, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements. The water improvements will be designed and constructed in accordance with City standards and specifications will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. 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 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.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. 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 Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

B. Major Improvements

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections and testing. 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.

- *Drainage*

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. 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.

- *Soft Costs*

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

C. Future Improvement Area Improvements

As Future Improvement Areas are developed and Assessments are levied on Assessed Property within the Future Improvement Areas, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the Assessed Property inside each Future Improvement Area.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under 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.

- *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.

E. First Year Annual Collection Costs

Estimated cost of the First Year Annual Collection Costs.

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 Bond Issuance Costs and First Year Annual Collection 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 reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements, Bond Issuance Costs, and First Year Annual Collection Costs shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1

Assessed Property and the Future Improvement Areas based on Estimated Buildout Value, as shown on **Exhibit K**.

- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- Bond Issuance Costs and First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable series of PID Bonds.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds or the adoption of a Reimbursement Agreement relating to a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

When, and if, Future Improvement Areas are developed and the levy of Assessments on Future Improvement Areas is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

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 cost of Improvement Area #1 Projects and the applicable First Year Annual Collection Costs and Bond Issuance Costs equal \$6,385,231 as shown on **Exhibit C**; and
 2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement

Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs; and

3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects and the applicable First Year Annual Collection Costs and Bond Issuance Costs, which equal \$4,435,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit (\geq \$6,385,231) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$4,435,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the Assessment Ordinance, the property owners within Improvement Area #1 acknowledged that Improvement Area #1 Projects and the applicable First Year Annual Collection Costs and Bond Issuance Costs 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 Projects and applicable First Year Annual Collection Costs and Bond Issuance Costs associated therewith. The property owners within Improvement Area #1 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.

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**, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on the Improvement Area #1 Assessments shall bear interest at the rate of the Improvement Area #1 Bonds plus additional interest. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the Indenture.

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 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-Benefitted 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 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 H** 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 Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the Developer 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 Improvement Area #1 Project not being constructed, the Actual Costs of completed Improvement Area #1 Projects are less than the Improvement Area #1 Assessments, (i) in the event PID Bonds are not issued, the Improvement Area #1 Assessments and the Reimbursement Obligation shall be reduced on a pro-rata basis such that the sum of the resulting reduced Improvement Area #1 Assessments for all Assessed Properties equals the reduced Actual Costs, or (ii) in the event that PID Bonds have been issued, the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used to pay costs of Improvement Area #1 Projects to be used to redeem outstanding PID Bonds, in accordance with the applicable Indenture.

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

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

E. Prepayment of Assessments

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

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

Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit L**.

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

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 prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the **"Remaining Property"**) following the reclassification of the Taken Property as Non-Benefited Property. The Owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 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-Benefitted Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefitted.

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

By way of illustration, if an Owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-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 Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Harris County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Property for which Assessments remain unpaid based on the amount of the outstanding Assessment on each Assessed Property. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 2022 Bonds shall be due when billed and shall be delinquent if not paid prior to February 1, 2023.

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.

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

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 Owner 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. 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 L**.

C. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 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 Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by Owners or developers 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 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 N-1** and **Exhibit N-2**. 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 approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

F. Severability

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

LIST OF EXHIBITS

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

- Exhibit A-1** District Legal Description
- Exhibit A-2** Improvement Area #1 Legal Description
- Exhibit B-1** District Boundary Map
- Exhibit B-2** Improvement Area #1 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** Maximum Assessment per Lot Type
- Exhibit I** Concept Plan
- Exhibit J-1** Maps of Improvement Area #1 Improvements
- Exhibit J-2** Maps of Major Improvements
- Exhibit K** Estimated Buildout Value
- Exhibit L** Notice of PID Assessment Termination
- Exhibit M** Improvement Area #1 Plat
- Exhibit N-1** Lot Type 1 Buyer Disclosure
- Exhibit N-2** Lot Type 2 Buyer Disclosure

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;

THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;
2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;
3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;
4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez and Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING 90.54 acres** (3,943,901 square feet) of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. S551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632

8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

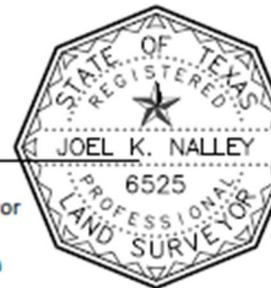
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING 33.4418 acres (1,456,725 square feet)** of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
*Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692*

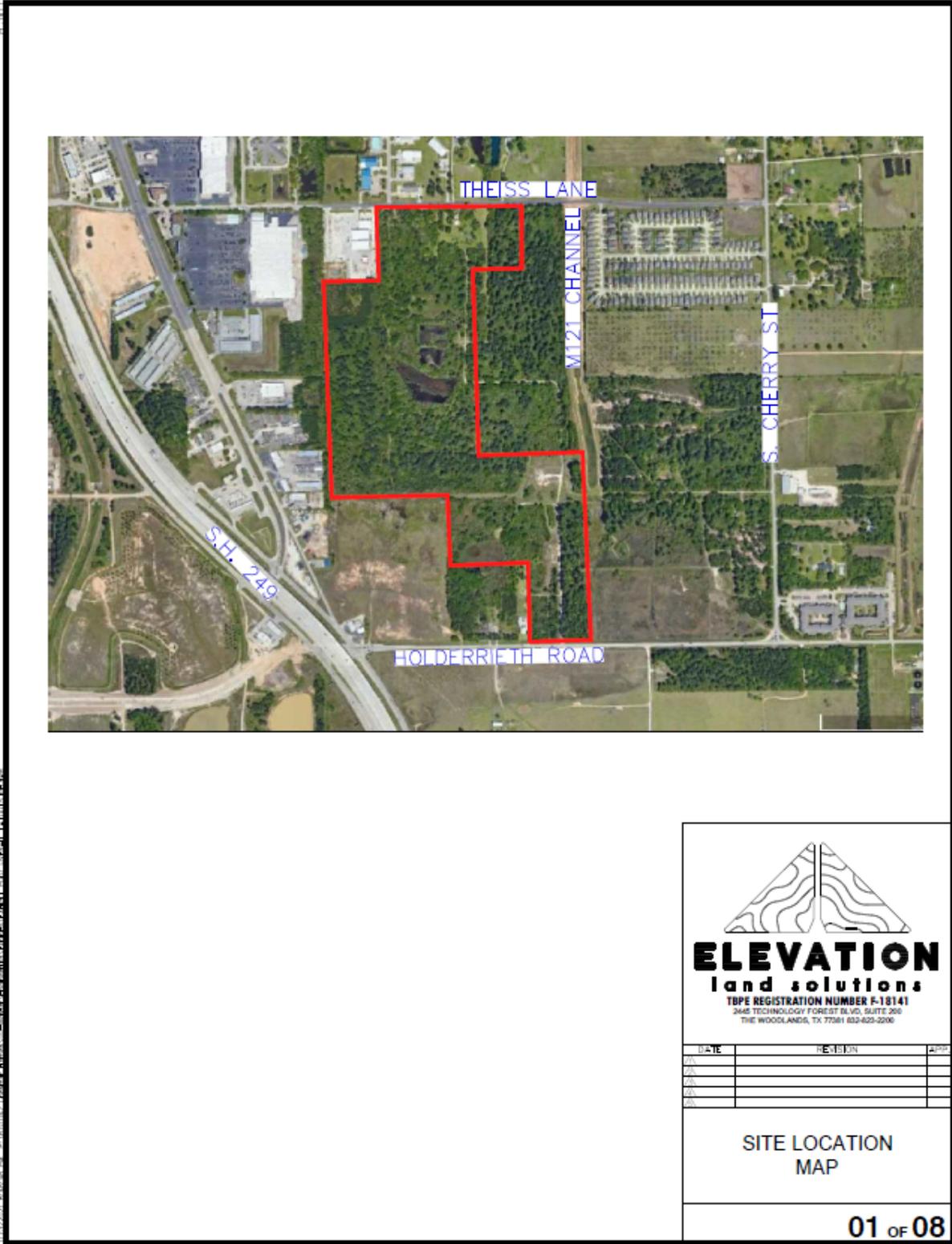

Acting By/Through Joel K. Nalley
Registered Professional Land Surveyor
No. 6525
jnalley@elevationlandsolutions.com



12/17/2021

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

EXHIBIT B-1 – DISTRICT BOUNDARY MAP





ELEVATION
land solutions

TPPE REGISTRATION NUMBER F-18141
3445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-623-2000

DATE	REVISION	APP.

**SITE LOCATION
MAP**

01 OF 08

ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

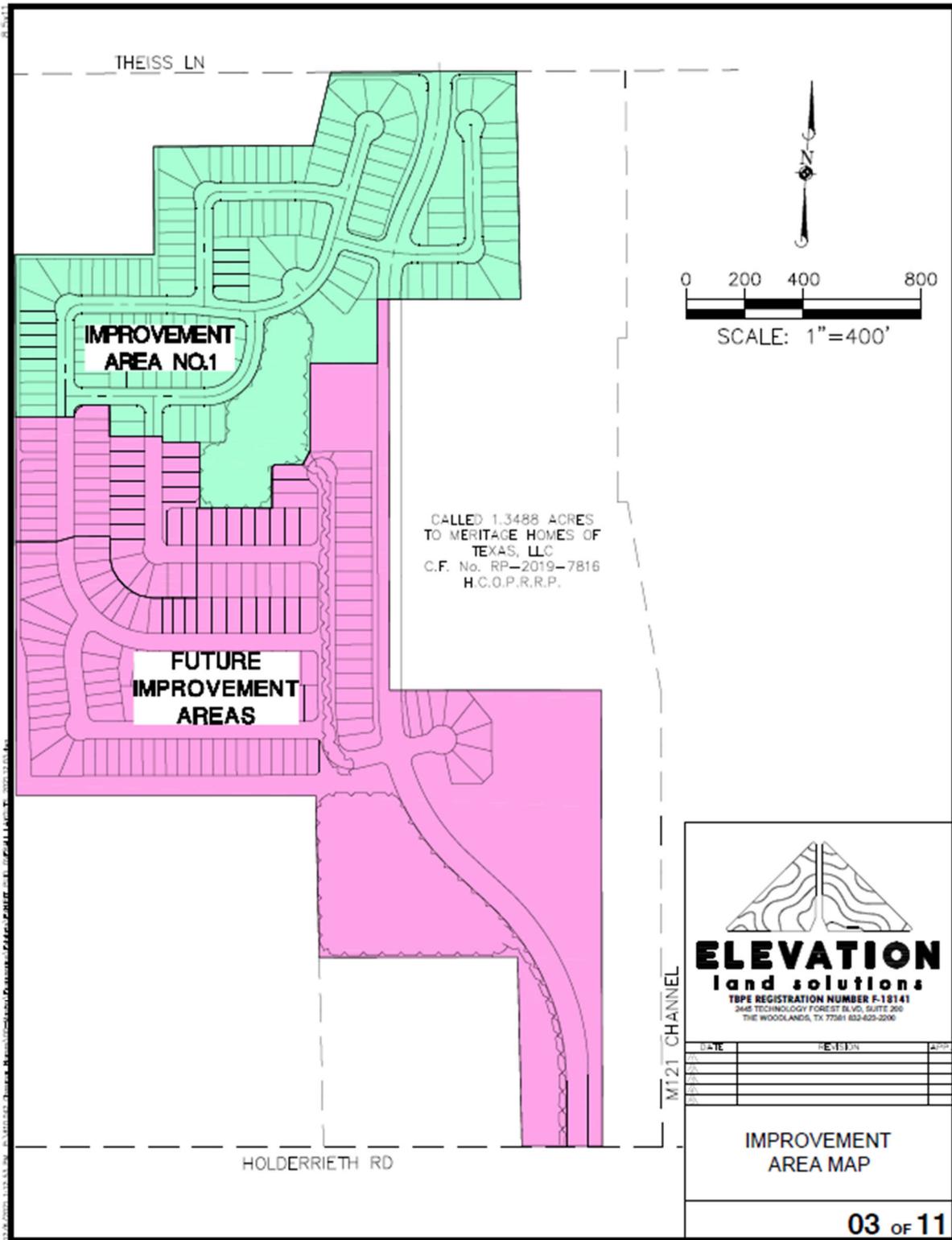


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs ^[a]	Improvement Area #1		Future Improvement Area ^[b]	
		%	Costs	%	Cost
<i>Improvement Area #1 Improvements</i>					
Streets	\$ 1,716,477	100.00%	\$ 1,716,477	0.00%	\$ -
Water	389,092	100.00%	389,092	0.00%	-
Wastewater	439,062	100.00%	439,062	0.00%	-
Drainage	651,950	100.00%	651,950	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-
Soft Costs	1,090,359	100.00%	1,090,359	0.00%	-
	\$ 4,546,269		\$ 4,546,269		\$ -
<i>Major Improvements</i>					
Wastewater	274,320	41.27%	113,219	58.73%	161,101
Detention, Clearing and Grubbing	1,674,296	41.27%	691,028	58.73%	983,268
Soft Costs	568,255	41.27%	234,534	58.73%	333,721
	\$ 2,516,871		\$ 1,038,782		\$ 1,478,089
<i>Improvement Area #1 2022 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 317,445	100.00%	\$ 317,445	0.00%	\$ -
Underwriter Discount	133,050	100.00%	133,050	0.00%	-
Cost of Issuance	304,685	100.00%	304,685	0.00%	-
	\$ 755,180		\$ 755,180		\$ -
<i>First Year Annual Collection Costs</i>					
First Year Annual Collection Costs	45,000	100.00%	45,000	0.00%	-
	\$ 45,000		\$ 45,000		\$ -
Total	\$ 7,863,320		\$ 6,385,231		\$ 1,478,089

Notes:

^[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions dated August 24, 2022.

^[b] Improvement Area #2 Costs will be updated upon determination.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 2022 Bonds</i>						
Principal		\$ 82,000	\$ 67,000	\$ 71,000	\$ 74,000	\$ 78,000
Interest		235,178	250,298	246,445	242,363	238,108
	(1)	\$ 317,178	\$ 317,298	\$ 317,445	\$ 316,363	\$ 316,108
Annual Collection Costs	(2)	\$ 45,900	\$ 46,818	\$ 47,754	\$ 48,709	\$ 49,684
Additional Interest	(3)	\$ 22,175	\$ 21,765	\$ 21,430	\$ 21,075	\$ 20,705
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 385,253	\$ 385,881	\$ 386,629	\$ 386,147	\$ 386,496

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Future Improvement Area ^[a]	Total
Sources of Funds			
Improvement Area #1 Bond Par	\$ 4,435,000	\$ -	\$ 4,435,000
Owner Contribution	1,950,231	1,478,089	3,428,320
Total Sources	\$ 6,385,231	\$ 1,478,089	\$ 7,863,320
Uses of Funds			
<i>Improvement Area #1 Projects</i>			
Improvement Area #1 Improvements	\$ 4,546,269	\$ -	\$ 4,546,269
Major Improvements	1,038,782	1,478,089	2,516,871
	\$ 5,585,051	\$ 1,478,089	\$ 7,063,140
<i>Improvement Area #1 2022 Bond Issuance Costs</i>			
Debt Service Reserve Fund	\$ 317,445	\$ -	\$ 317,445
Underwriter Discount	133,050	-	133,050
Cost of Issuance	304,685	-	304,685
	\$ 755,180	\$ -	\$ 755,180
<i>First Year Annual Collection Costs</i>			
First Year Annual Collection Costs	\$ 45,000	\$ -	\$ 45,000
	\$ 45,000	\$ -	\$ 45,000
Total Uses	\$ 6,385,231	\$ 1,478,089	\$ 7,863,320

Notes:

^[a] As of August 24, 2022, the Owner reported expenditures to date of \$4,546,269 for constructed Authorized Improvements, which satisfies the Owner Contribution required of \$1,950,231 for Improvement Area #1. The Owner Contribution of \$1,478,089 for public improvements constructed related to the Future Improvement Area may be reimbursed from Assessments levied in the future against the Future Improvement Area.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Outstanding				Annual	
			Assessment	Principal	Interest	Additional Interest	Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 1 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 8	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 9	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 10	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 11	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 12	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 13	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 14	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 15	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 16	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 17	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 18	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 19	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 20	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 1 Lot 21	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 2 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 3 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 3 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 8	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 9	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 10	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02

Notes:

[a] The final plat for Wood Leaf Reserve Section 1 was recorded on January 4, 2021. Property IDs for each Parcel will be assigned by the Harris County Appraisal District in 2022 for Annual Installments due 1/31/23.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

Property ID	Legal Description	Lot Type	Outstanding				Annual	
			Assessment	Principal	Interest	Additional Interest	Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 4 Lot 11	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 12	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 13	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 14	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 15	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 4 Lot 16	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 17	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 18	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 19	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 20	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 21	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 22	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 23	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 24	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 25	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 26	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 27	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 28	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 29	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 30	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 31	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 32	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 33	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 34	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 35	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 36	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 37	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 38	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 39	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 40	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 41	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 42	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 43	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 44	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 45	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 46	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 47	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 48	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 49	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 50	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56

Notes:

[a] The final plat for Wood Leaf Reserve Section 1 was recorded on January 4, 2021. Property IDs for each Parcel will be assigned by the Harris County Appraisal District in 2022 for Annual Installments due 1/31/23.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

Property ID	Legal Description	Lot Type	Outstanding				Annual	
			Assessment	Principal	Interest	Additional Interest	Collection Costs [b]	Annual Installment Due 1/31/23
TBD ^a	Block 4 Lot 51	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 52	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 4 Lot 53	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 5 Lot 5	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 6	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 7	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 8	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 9	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 10	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 11	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 12	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 13	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 14	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 15	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 16	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 17	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 5 Lot 18	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 1	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 2	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 3	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 4	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 5	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 6	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 7	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 8	Lot Type 2	\$ 38,277.35	\$ 707.72	\$ 2,029.76	\$ 191.39	\$ 396.15	\$ 3,325.02
TBD ^a	Block 6 Lot 9	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 10	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 11	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 12	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 13	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 14	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 15	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 16	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 17	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 18	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 19	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56

Notes:

[a] The final plat for Wood Leaf Reserve Section 1 was recorded on January 4, 2021. Property IDs for each Parcel will be assigned by the Harris County Appraisal District in 2022 for Annual Installments due 1/31/23.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

Property ID	Legal Description	Lot Type	Outstanding			Additional Interest	Annual Collection Costs [b]	Annual Installment Due 1/31/23
			Assessment	Principal	Interest			
TBD ^a	Block 6 Lot 20	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 21	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Block 6 Lot 22	Lot Type 1	\$ 34,139.26	\$ 631.21	\$ 1,810.33	\$ 170.70	\$ 353.32	\$ 2,965.56
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Park	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Lake/Detention	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD ^a	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 4,435,000.00	\$ 82,000.00	\$ 235,178.19	\$ 22,175.00	\$ 45,900.00	\$ 385,253.19

Notes:

[a] The final plat for Wood Leaf Reserve Section 1 was recorded on January 4, 2021. Property IDs for each Parcel will be assigned by the Harris County Appraisal District in 2022 for Annual Installments due 1/31/23.

[b] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$3,486 for Improvement Area #1.

EXHIBIT G – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #1 2022 Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest [b]		
1/31/2023	82,000.00	235,178.19	22,175.00	45,900.00	385,253.19
1/31/2024	67,000.00	250,297.50	21,765.00	46,818.00	385,880.50
1/31/2025	71,000.00	246,445.00	21,430.00	47,754.36	386,629.36
1/31/2026	74,000.00	242,362.50	21,075.00	48,709.45	386,146.95
1/31/2027	78,000.00	238,107.50	20,705.00	49,683.64	386,496.14
1/31/2028	82,000.00	233,622.50	20,315.00	50,677.31	386,614.81
1/31/2029	86,000.00	228,907.50	19,905.00	51,690.86	386,503.36
1/31/2030	90,000.00	223,962.50	19,475.00	52,724.67	386,162.17
1/31/2031	95,000.00	218,787.50	19,025.00	53,779.17	386,591.67
1/31/2032	100,000.00	213,325.00	18,550.00	54,854.75	386,729.75
1/31/2033	105,000.00	207,575.00	18,050.00	55,951.84	386,576.84
1/31/2034	110,000.00	201,537.50	17,525.00	57,070.88	386,133.38
1/31/2035	116,000.00	195,212.50	16,975.00	58,212.30	386,399.80
1/31/2036	122,000.00	188,542.50	16,395.00	59,376.54	386,314.04
1/31/2037	129,000.00	181,527.50	15,785.00	60,564.08	386,876.58
1/31/2038	135,000.00	174,110.00	15,140.00	61,775.36	386,025.36
1/31/2039	143,000.00	166,347.50	14,465.00	63,010.86	386,823.36
1/31/2040	150,000.00	158,125.00	13,750.00	64,271.08	386,146.08
1/31/2041	158,000.00	149,500.00	13,000.00	65,556.50	386,056.50
1/31/2042	167,000.00	140,415.00	12,210.00	66,867.63	386,492.63
1/31/2043	176,000.00	130,812.50	11,375.00	68,204.99	386,392.49
1/31/2044	186,000.00	120,692.50	10,495.00	69,569.09	386,756.59
1/31/2045	196,000.00	109,997.50	9,565.00	70,960.47	386,522.97
1/31/2046	207,000.00	98,727.50	8,585.00	72,379.68	386,692.18
1/31/2047	219,000.00	86,825.00	7,550.00	73,827.27	387,202.27
1/31/2048	231,000.00	74,232.50	6,455.00	75,303.82	386,991.32
1/31/2049	244,000.00	60,950.00	5,300.00	76,809.89	387,059.89
1/31/2050	257,000.00	46,920.00	4,080.00	78,346.09	386,346.09
1/31/2051	272,000.00	32,142.50	2,795.00	79,913.01	386,850.51
1/31/2052	287,000.00	16,502.50	1,435.00	81,511.27	386,448.77
Total	\$ 4,435,000.00	\$ 4,871,690.69	\$ 425,350.00	\$ 1,862,074.84	\$11,594,115.53

[a] Interest is calculated at a 5.75% rate, actual rate will be determined at the time Improvement Area #1 2022 Bonds are issued.

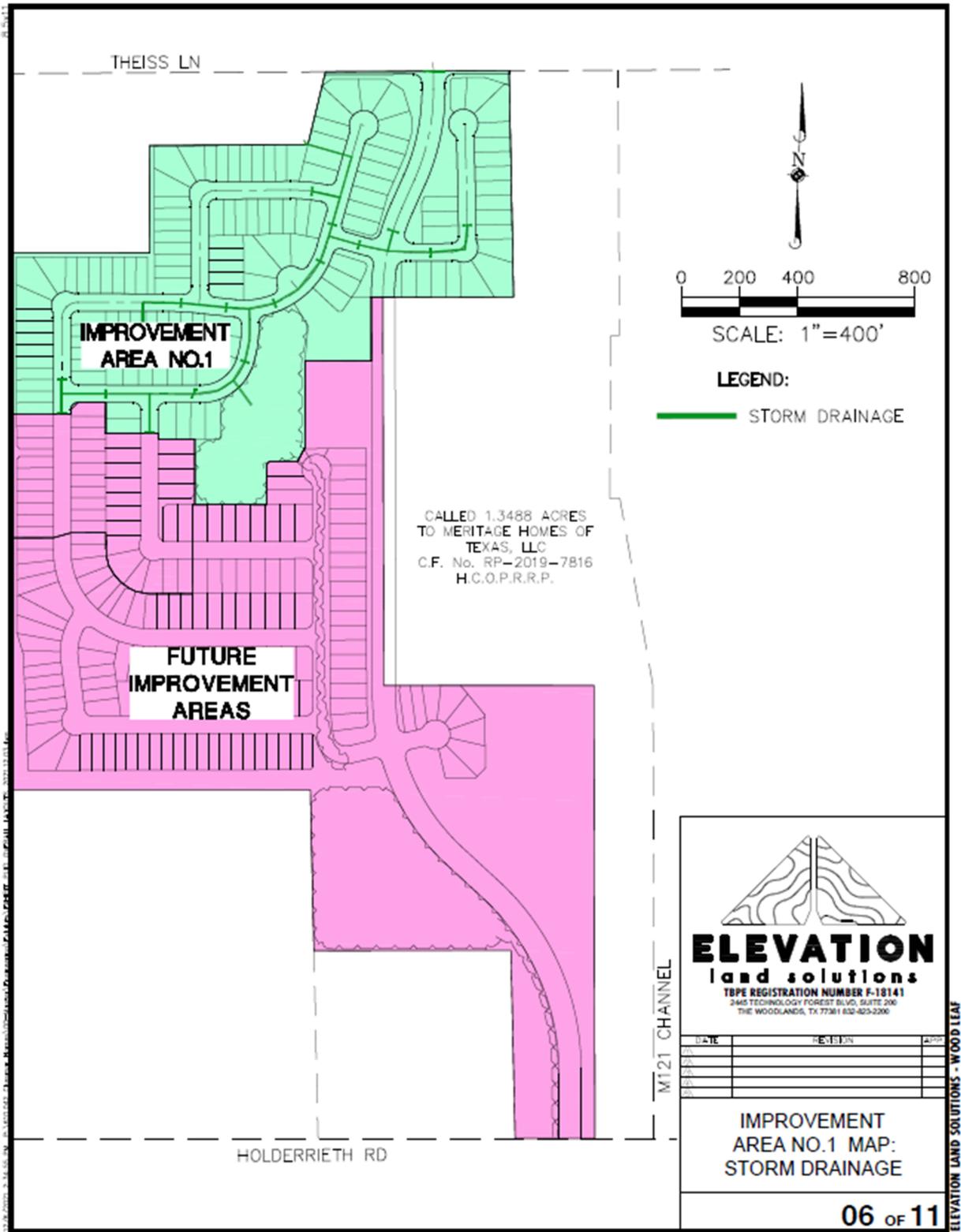
[b] Additional Interest is calculated at a 0.50% rate.

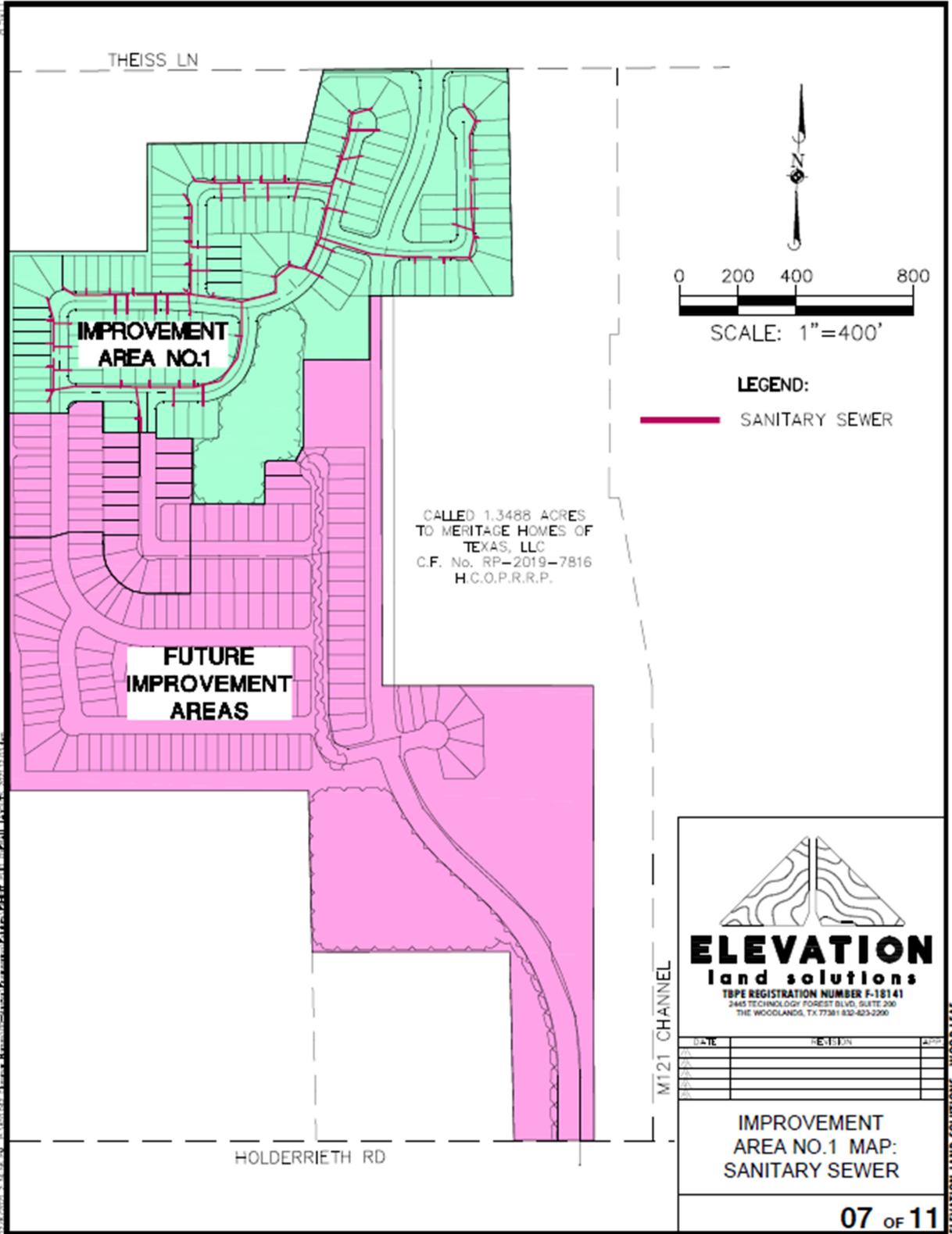
Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available

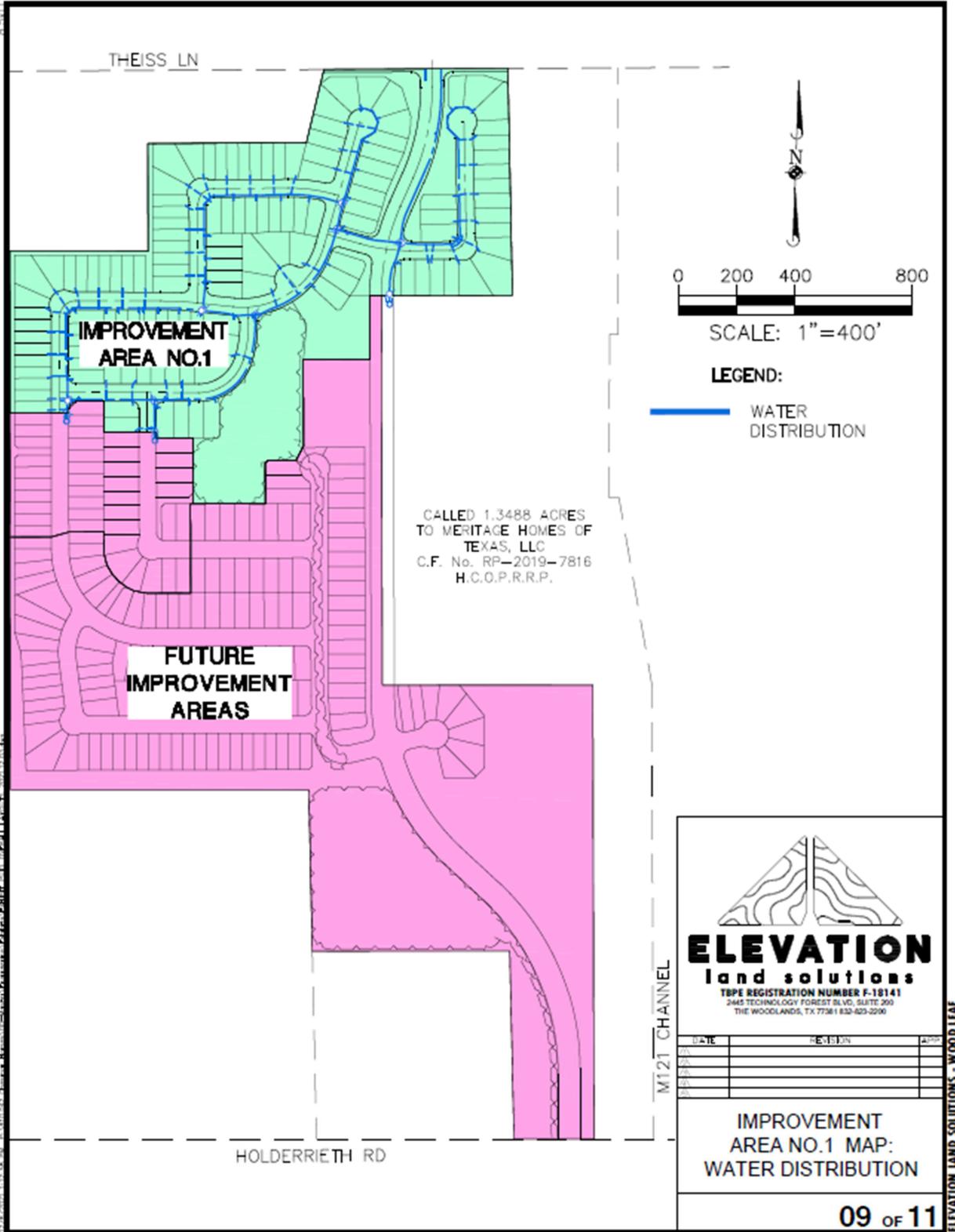
EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

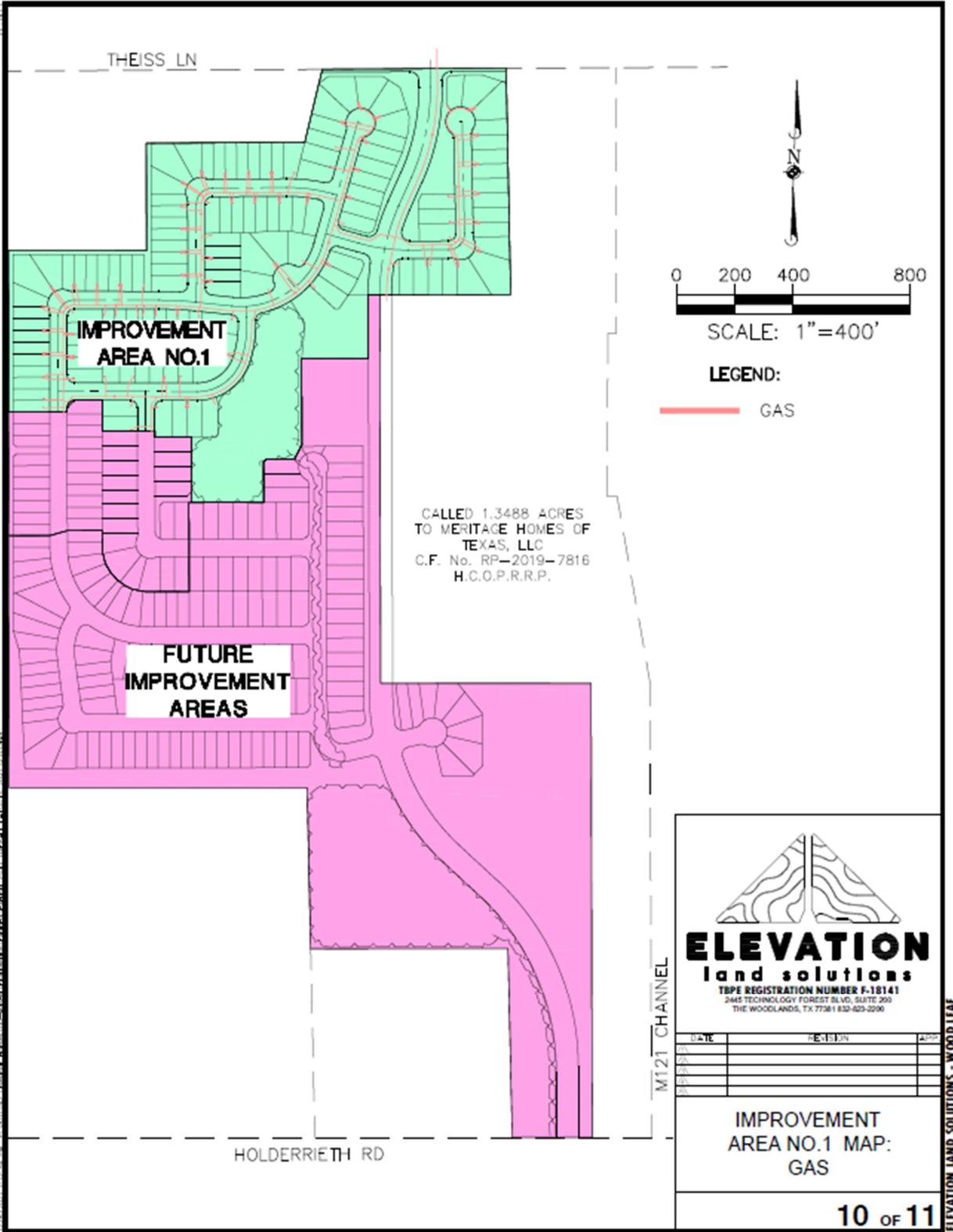
Improvement Area #1			
Lot Type	Units	Total Assessment	Maximum Assessment per Lot Type
1	66	\$ 2,253,191.04	\$34,139.26 per Unit
2	57	\$ 2,181,808.96	\$38,277.35 per Unit
Total		\$ 4,435,000.00	

EXHIBIT J-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS









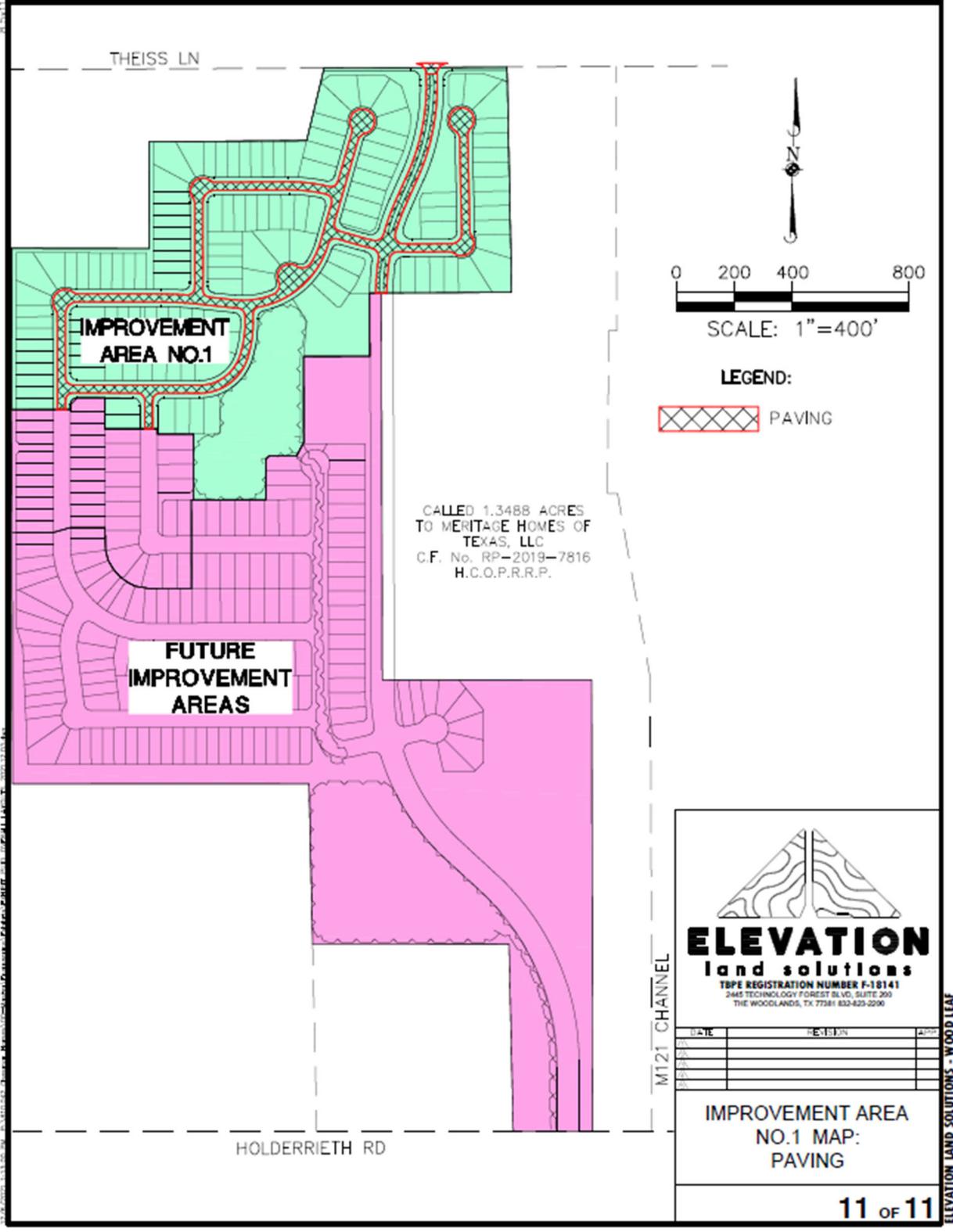
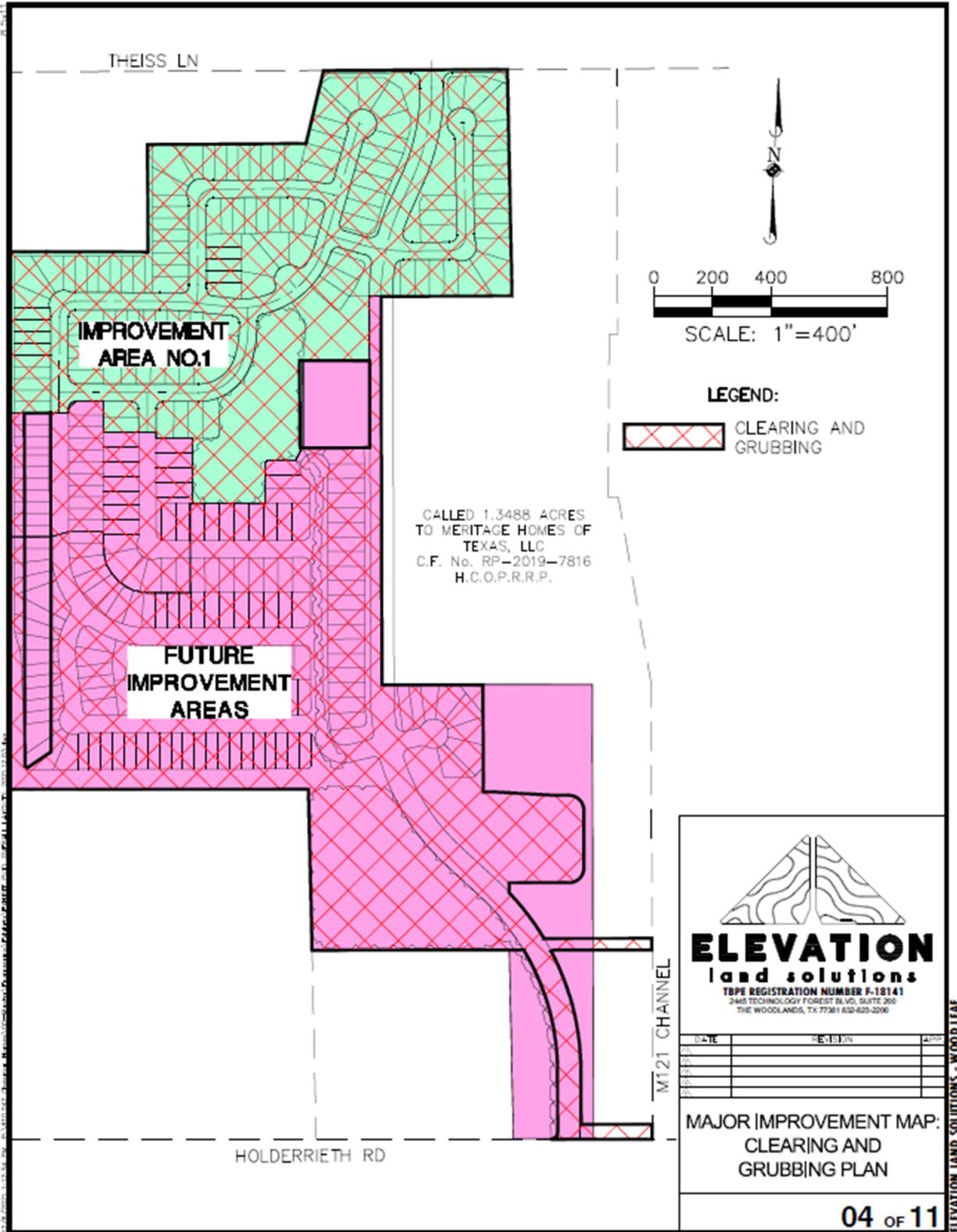
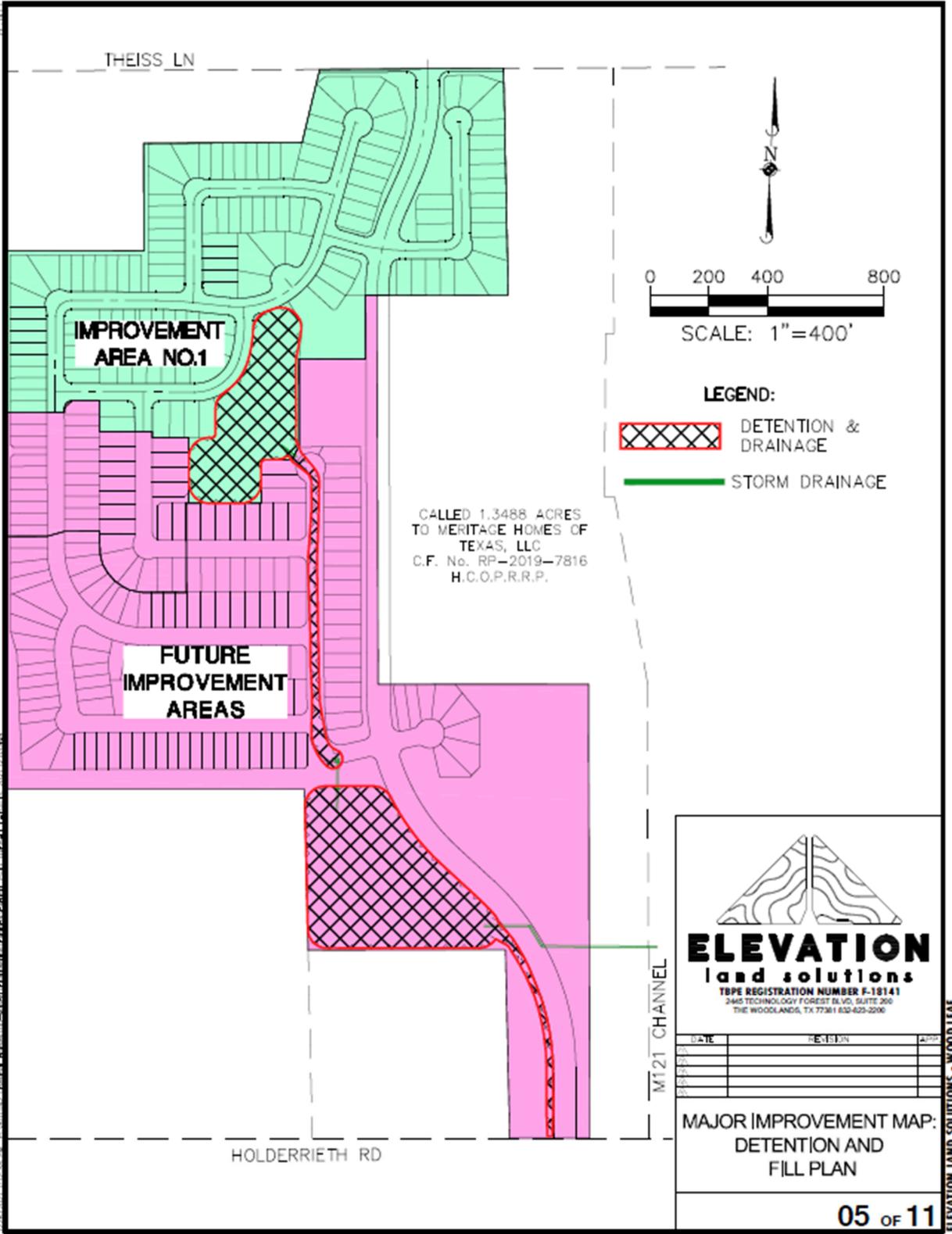


EXHIBIT J-2 – MAPS OF MAJOR IMPROVEMENTS





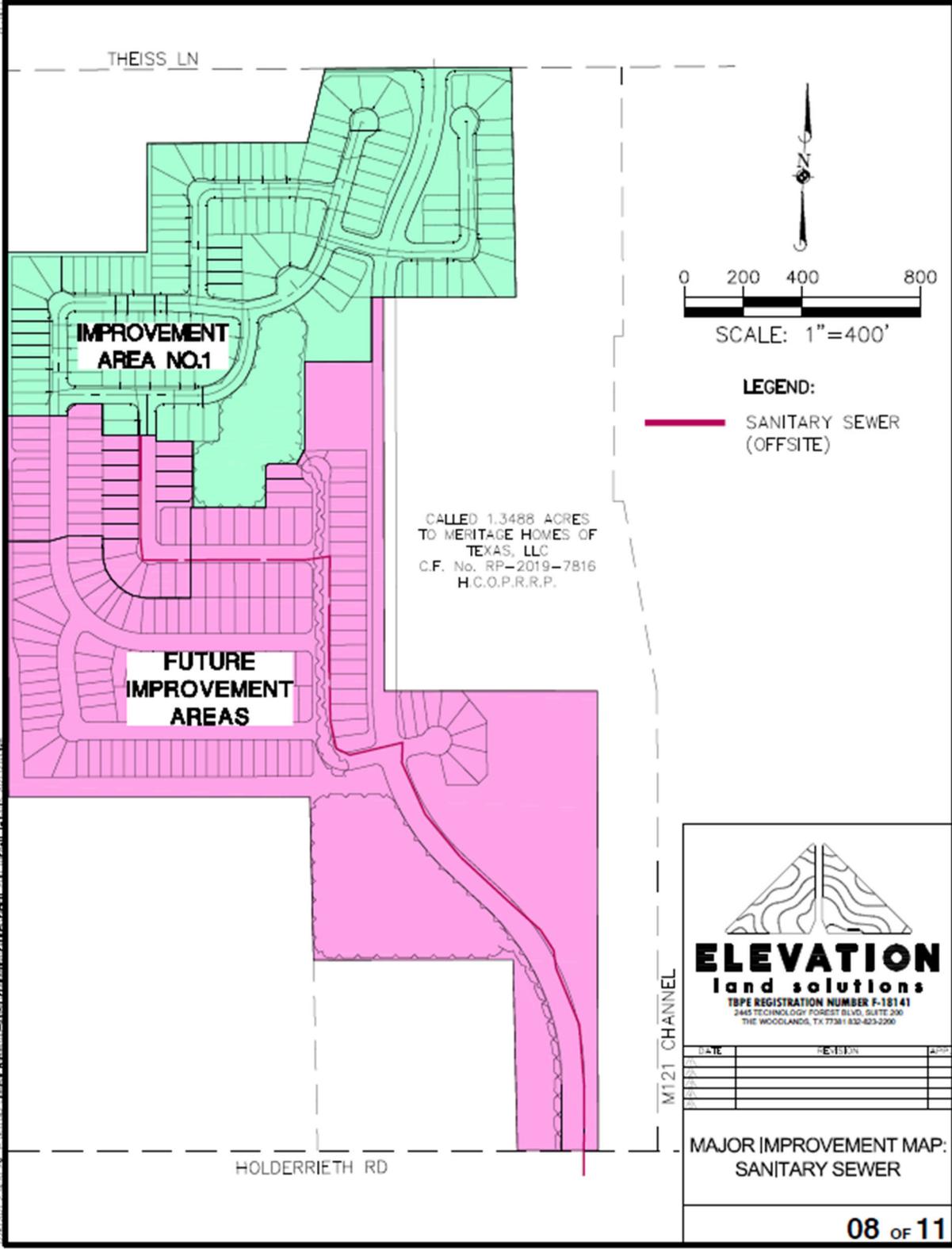


EXHIBIT K – ESTIMATED BUILDOUT VALUE

	Units		Estimated Buildout Value	Total Estimated Buildout Value	% of Estimated Buildout Value
<i>Improvement Area #1</i>					
40'	66	lots	\$ 330,000	\$ 21,780,000	
50'	57	lots	\$ 370,000	\$ 21,090,000	
				\$ 42,870,000	41.27%
<i>Future Improvement Areas</i>					
40'	103	lots	\$ 330,000	\$ 33,990,000	
50'	73	lots	\$ 370,000	\$ 27,010,000	
				\$ 61,000,000	58.73%
				\$ 103,870,000	100.00%

EXHIBIT L – 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

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
01	25.00	38.36	089°17'47"	S89°17'47"W	35.42
02	150.00	27.92	089°17'47"	S89°17'47"W	166.99
03	150.00	276.17	032°52'57"	S02°52'57"E	243.92
04	25.00	35.37	089°17'47"	S89°17'47"W	33.07
05	25.00	111.17	089°17'47"	S89°17'47"W	110.55
06	25.00	111.17	089°17'47"	S89°17'47"W	110.55
07	25.00	85.10	089°17'47"	S89°17'47"W	77.88
08	150.00	84.18	089°17'47"	S89°17'47"W	54.81
09	25.00	105.47	089°17'47"	S89°17'47"W	103.22
10	150.00	125.34	089°17'47"	S89°17'47"W	105.34
11	25.00	86.60	089°17'47"	S89°17'47"W	77.87
12	150.00	243.85	032°52'57"	S02°52'57"E	262.07
13	25.00	114.88	089°17'47"	S89°17'47"W	114.18
14	25.00	43.48	089°17'47"	S89°17'47"W	42.42
15	25.00	43.48	089°17'47"	S89°17'47"W	42.42
16	25.00	45.47	089°17'47"	S89°17'47"W	41.87
17	25.00	45.47	089°17'47"	S89°17'47"W	41.72
18	25.00	43.12	089°17'47"	S89°17'47"W	38.38
19	25.00	44.17	089°17'47"	S89°17'47"W	40.24
20	25.00	26.67	089°17'47"	S89°17'47"W	26.62
21	25.00	13.80	089°17'47"	S89°17'47"W	13.47
22	25.00	13.80	089°17'47"	S89°17'47"W	13.47
23	25.00	118.84	032°52'57"	S02°52'57"E	121.71
24	25.00	12.88	089°17'47"	S89°17'47"W	12.47
25	25.00	21.88	089°17'47"	S89°17'47"W	21.38
26	25.00	238.87	089°17'47"	S89°17'47"W	233.84
27	25.00	15.28	089°17'47"	S89°17'47"W	15.04
28	25.00	28.28	089°17'47"	S89°17'47"W	27.80
29	25.00	28.28	089°17'47"	S89°17'47"W	27.80
30	25.00	41.27	089°17'47"	S89°17'47"W	39.74
31	25.00	27.87	089°17'47"	S89°17'47"W	26.27

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
01	S89°17'47"W	80.00	18	S89°17'47"W	20.00
02	S89°17'47"W	24.00	19	S89°17'47"W	14.14
03	S89°17'47"W	35.00	20	S89°17'47"W	22.37
04	S89°17'47"W	14.17	21	S89°17'47"W	20.00
05	S89°17'47"W	120.00	22	S89°17'47"W	18.17
06	S89°17'47"W	15.00	23	S89°17'47"W	20.00
07	S89°17'47"W	100.00	24	S89°17'47"W	13.07
08	S89°17'47"W	100.00	25	S89°17'47"W	20.00
09	S89°17'47"W	20.00	26	S89°17'47"W	14.14
10	S89°17'47"W	20.00	27	S89°17'47"W	20.00
11	S89°17'47"W	110.00	28	S89°17'47"W	20.00
12	S89°17'47"W	15.00	29	S89°17'47"W	20.00
13	S89°17'47"W	15.00	30	S89°17'47"W	20.00
14	S89°17'47"W	15.00	31	S89°17'47"W	20.00
15	S89°17'47"W	15.00	32	S89°17'47"W	20.00
16	S89°17'47"W	15.00	33	S89°17'47"W	20.00
17	S89°17'47"W	15.00	34	S89°17'47"W	20.00
18	S89°17'47"W	15.00	35	S89°17'47"W	20.00
19	S89°17'47"W	15.00	36	S89°17'47"W	20.00
20	S89°17'47"W	15.00	37	S89°17'47"W	20.00
21	S89°17'47"W	15.00	38	S89°17'47"W	20.00
22	S89°17'47"W	15.00	39	S89°17'47"W	20.00
23	S89°17'47"W	15.00	40	S89°17'47"W	20.00
24	S89°17'47"W	15.00	41	S89°17'47"W	20.00
25	S89°17'47"W	15.00	42	S89°17'47"W	20.00
26	S89°17'47"W	15.00	43	S89°17'47"W	20.00
27	S89°17'47"W	15.00	44	S89°17'47"W	20.00
28	S89°17'47"W	15.00	45	S89°17'47"W	20.00
29	S89°17'47"W	15.00	46	S89°17'47"W	20.00
30	S89°17'47"W	15.00	47	S89°17'47"W	20.00
31	S89°17'47"W	15.00	48	S89°17'47"W	20.00
32	S89°17'47"W	15.00	49	S89°17'47"W	20.00
33	S89°17'47"W	15.00	50	S89°17'47"W	20.00
34	S89°17'47"W	15.00	51	S89°17'47"W	20.00
35	S89°17'47"W	15.00	52	S89°17'47"W	20.00
36	S89°17'47"W	15.00	53	S89°17'47"W	20.00
37	S89°17'47"W	15.00	54	S89°17'47"W	20.00
38	S89°17'47"W	15.00	55	S89°17'47"W	20.00
39	S89°17'47"W	15.00	56	S89°17'47"W	20.00
40	S89°17'47"W	15.00	57	S89°17'47"W	20.00
41	S89°17'47"W	15.00	58	S89°17'47"W	20.00
42	S89°17'47"W	15.00	59	S89°17'47"W	20.00
43	S89°17'47"W	15.00	60	S89°17'47"W	20.00
44	S89°17'47"W	15.00	61	S89°17'47"W	20.00
45	S89°17'47"W	15.00	62	S89°17'47"W	20.00
46	S89°17'47"W	15.00	63	S89°17'47"W	20.00
47	S89°17'47"W	15.00	64	S89°17'47"W	20.00
48	S89°17'47"W	15.00	65	S89°17'47"W	20.00
49	S89°17'47"W	15.00	66	S89°17'47"W	20.00
50	S89°17'47"W	15.00	67	S89°17'47"W	20.00
51	S89°17'47"W	15.00	68	S89°17'47"W	20.00
52	S89°17'47"W	15.00	69	S89°17'47"W	20.00
53	S89°17'47"W	15.00	70	S89°17'47"W	20.00
54	S89°17'47"W	15.00	71	S89°17'47"W	20.00
55	S89°17'47"W	15.00	72	S89°17'47"W	20.00
56	S89°17'47"W	15.00	73	S89°17'47"W	20.00
57	S89°17'47"W	15.00	74	S89°17'47"W	20.00
58	S89°17'47"W	15.00	75	S89°17'47"W	20.00
59	S89°17'47"W	15.00	76	S89°17'47"W	20.00
60	S89°17'47"W	15.00	77	S89°17'47"W	20.00
61	S89°17'47"W	15.00	78	S89°17'47"W	20.00
62	S89°17'47"W	15.00	79	S89°17'47"W	20.00
63	S89°17'47"W	15.00	80	S89°17'47"W	20.00
64	S89°17'47"W	15.00	81	S89°17'47"W	20.00
65	S89°17'47"W	15.00	82	S89°17'47"W	20.00
66	S89°17'47"W	15.00	83	S89°17'47"W	20.00
67	S89°17'47"W	15.00	84	S89°17'47"W	20.00
68	S89°17'47"W	15.00	85	S89°17'47"W	20.00
69	S89°17'47"W	15.00	86	S89°17'47"W	20.00
70	S89°17'47"W	15.00	87	S89°17'47"W	20.00
71	S89°17'47"W	15.00	88	S89°17'47"W	20.00
72	S89°17'47"W	15.00	89	S89°17'47"W	20.00
73	S89°17'47"W	15.00	90	S89°17'47"W	20.00
74	S89°17'47"W	15.00	91	S89°17'47"W	20.00
75	S89°17'47"W	15.00	92	S89°17'47"W	20.00
76	S89°17'47"W	15.00	93	S89°17'47"W	20.00
77	S89°17'47"W	15.00	94	S89°17'47"W	20.00
78	S89°17'47"W	15.00	95	S89°17'47"W	20.00
79	S89°17'47"W	15.00	96	S89°17'47"W	20.00
80	S89°17'47"W	15.00	97	S89°17'47"W	20.00
81	S89°17'47"W	15.00	98	S89°17'47"W	20.00
82	S89°17'47"W	15.00	99	S89°17'47"W	20.00
83	S89°17'47"W	15.00	100	S89°17'47"W	20.00

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
01	25.00	13.80	089°17'47"	S89°17'47"W	13.47
02	25.00	208.86	032°52'57"	S02°52'57"E	216.86
03	25.00	23.92	089°17'47"	S89°17'47"W	23.30
04	25.00	23.92	089°17'47"	S89°17'47"W	23.30
05	25.00	111.17	089°17'47"	S89°17'47"W	110.55
06	25.00	111.17	089°17'47"	S89°17'47"W	110.55
07	25.00	85.10	089°17'47"	S89°17'47"W	77.88
08	25.00	85.10	089°17'47"	S89°17'47"W	77.88
09	25.00	43.48	089°17'47"	S89°17'47"W	42.42
10	25.00	43.48	089°17'47"	S89°17'47"W	42.42
11	25.00	45.47	089°17'47"	S89°17'47"W	41.87
12	25.00	45.47	089°17'47"	S89°17'47"W	41.72
13	25.00	43.12	089°17'47"	S89°17'47"W	38.38
14	25.00	44.17	089°17'47"	S89°17'47"W	40.24
15	25.00	26.67	089°17'47"	S89°17'47"W	26.62
16	25.00	13.80	089°17'47"	S89°17'47"W	13.47
17	25.00	13.80	089°17'47"	S89°17'47"W	13.47
18	25.00	118.84	032°52'57"	S02°52'57"E	121.71
19	25.00	12.88	089°17'47"	S89°17'47"W	12.47
20	25.00	21.88	089°17'47"	S89°17'47"W	21.38
21	25.00	238.87	089°17'47"	S89°17'47"W	233.84
22	25.00	15.28	089°17'47"	S89°17'47"W	15.04
23	25.00	28.28	089°17'47"	S89°17'47"W	27.80
24	25.00	28.28	089°17'47"	S89°17'47"W	27.80
25	25.00	41.27	089°17'47"	S89°17'47"W	39.74
26	25.00	27.87	089°17'47"	S89°17'47"W	26.27

Lot Area Table Block 1			
Parcel #	Area (Sq Ft)	Area (AC)	Area (AC)
1	7413.38	0.1702	
2	42108.00	0.9659	
3	6148.43	0.1412	
4	4058.40	0.0934	
5	1014.12	0.0232	
6	2073.31	0.0476	
7	2073.31	0.0476	
8	4207.44	0.0962	
9	4207.44	0.0962	
10	8100.22	0.1862	
11	8100.22	0.1862	
12	4207.44	0.0962	
13	4207.44	0.0962	
14	8100.22	0.1862	
15	8100.22	0.1862	
16	14071.44	0.3214	
17	9552.89	0.2193	
18	4207.44	0.0962	
19	4207.44	0.0962	
20	8100.22	0.1862	
21	8100.22	0.1862	
22	4207.44	0.0962	
23	4207.44	0.0962	
24	8100.22	0.1862	
25	8100.22	0.1862	
26	4207.44	0.0962	
27	4207.44	0.0962	
28	8100.22	0.1862	
29	8100.22	0.1862	
30	4207.44	0.0962	
31	4207.44	0.0962	
32	8100.22	0.1862	
33	8100.22	0.1862	
34	4207.44	0.0962	
35	4207.44	0.0962	
36	8100.22	0.1862	
37	8100.22	0.1862	
38	4207.44	0.0962	
39	4207.44	0.0962	
40	8100.22	0.1862	
41	8100.22	0.1862	
42	4207.44	0.0962	
43	4207.44	0.0962	
44	8100.22	0.1862	
45	8100.22	0.1862	
46	4207.44	0.0962	
47	4207.44	0.0962	
48	8100.22	0.1862	
49	8100.22	0.1862	
50	4207.44	0.0962	
51	4207.44	0.0962	
52	8100.22	0.1862	
53	8100.22	0.1862	
54	4207.44	0.0962	
55	4207.44	0.0962	
56	8100.22	0.1862	
57	8100.22	0.1862	
58	4207.44	0.0962	
59	4207.44	0.0962</	

STATE OF TEXAS §
COUNTY OF HARRIS §

WE, CHESTAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAVING BY AND THROUGH DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION, AFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 33.4418 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SECTION 1, AND HERETOFORE HAVING ESTABLISHED SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL REQUISITES, REGULATIONS AND NOTATIONS ON SAID PLAT AND HERETOFORE DEDICATED TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY REDEEM, REVOKE, SURRENDER, AND ASSIGN TO AND HERETOFORE REFERRED TO AS THE STATE OF TEXAS.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNDEVELOPED AREA, LOCATED: FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE BOUNDARY LEVEL, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH BOUNDARY EASEMENTS (S.E.C. 8 A.I.) AS INDICATED AND LOCATED HEREON.

IN ADDITION, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND, TO BE FIVE (5) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL EXISTING DRENCHES, CULVERTS, CHANNELS, DRAINS, BULDOZERS, OR OTHER NATURAL DRAINAGE COURSES LOCATED AND SHOWN UPON IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF TOMBALL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY WARRANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND SUBJECT TO ANY DRAINAGE EASEMENTS, CULVERTS, DRENCHES, OR NATURAL DRAINAGE COURSES SHALL HEREBY BE RESTRICTED TO KEEP SUCH BOUNDARIES AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH RESTRICTED PROPERTY SHALL NOT BE PERMITTED TO DRAIN SPECIFICALLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN WITNESS WHEREOF, CHESTAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEIN, ITS CHIEF EXECUTIVE OFFICER, HERETOFORE AUTHORIZED, AND ITS COMMON SEAL, HERETOFORE AFFIXED.

THIS 4 DAY OF July, 2021

CHESTAR HOMES, LLC
A TEXAS LIMITED LIABILITY COMPANY

By: Donald P. Klein
DONALD P. KLEIN
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEIN, CHIEF EXECUTIVE OFFICER, CHESTAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, 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 IN THE CAPACITY THEREIN AND HERETO STATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4 DAY OF July, 2021.

Seamus O'Connell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 2/16/2024

I, PAUL R. BRETHERTON, AN AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE, WAS PREPARED FROM AN ACCURATE SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION OR BY OTHERS THAT EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTERS (3/4) OF AN INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

Paul R. Bretherton
PAUL R. BRETHERTON
TEXAS REGISTRATION NO. 9977

I, TODESHA HODGSON, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON April 14, 2021 AT 4:10 O'CLOCK P.M. AND FULLY RECORDED ON April 16, 2021 AT 8:55 O'CLOCK A.M. AND AT FILE CODE NUMBER 12144 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.

TODESHA HODGSON
COUNTY CLERK
HARRIS COUNTY, TEXAS
By: Todesha Hodgson
COUNTY CLERK



THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS HAS APPROVED THIS PLAT AND SUPERVISION OF WOOD LEAF RESERVE SECTION 1, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 4 DAY OF April, 2021.

Sabrina Fabre
SABRINA FABRE
CHAIRMAN

David R. ...
DAVID R. ...
VICE CHAIRMAN

OFFICE OF
TODESHA HODGSON
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILE CODE: 12144
PROJECT: WOOD LEAF RESERVE SECTION 1 FINAL PLAT
FILED PAGE: 3 OF 3 PAGES
SCANNER: COMSPEED
BY: MAP

WOOD LEAF RESERVE SECTION 1 FINAL PLAT

A SUBDIVISION OF 33.4418 ACRES OF LAND BEING A PART OF THE CLAUDE N. PILLOT SURVEY, A-632 HARRIS COUNTY, TEXAS

123 LOTS 9 RESERVES 6 BLOCKS
MARCH 2021

OWNER/DEVELOPER: CHESTAR HOMES, LLC
A TEXAS LIMITED LIABILITY COMPANY
483 WILLOW FOREST DR., SUITE 102
SPRING, TEXAS 77380
281-822-8907

ENGINEER/SURVEYOR: **Manhard**
C.S. & A.S. 1986

NOTICE TO CONTRACTORS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

EXHIBIT N-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 372.0035), 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: \$34,139.26

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 - Improvement Area #1 2022 Bonds						
Installments Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Installment
1/31/2023	631.21	1,810.33	-	170.70	353.32	2,965.56
1/31/2024	515.75	1,926.71	-	167.54	360.39	2,970.39
1/31/2025	546.54	1,897.06	-	164.96	367.60	2,976.15
1/31/2026	569.63	1,865.63	-	162.23	374.95	2,972.44
1/31/2027	600.42	1,832.88	-	159.38	382.45	2,975.13
1/31/2028	631.21	1,798.35	-	156.38	390.10	2,976.04
1/31/2029	662.00	1,762.06	-	153.22	397.90	2,975.18
1/31/2030	692.79	1,723.99	-	149.91	405.86	2,972.56
1/31/2031	731.28	1,684.16	-	146.45	413.98	2,975.86
1/31/2032	769.77	1,642.11	-	142.79	422.25	2,976.93
1/31/2033	808.26	1,597.85	-	138.94	430.70	2,975.75
1/31/2034	846.75	1,551.37	-	134.90	439.31	2,972.34
1/31/2035	892.93	1,502.69	-	130.67	448.10	2,974.39
1/31/2036	939.12	1,451.34	-	126.20	457.06	2,973.73
1/31/2037	993.00	1,397.34	-	121.51	466.20	2,978.06
1/31/2038	1,039.19	1,340.24	-	116.54	475.53	2,971.50
1/31/2039	1,100.77	1,280.49	-	111.35	485.04	2,977.65
1/31/2040	1,154.65	1,217.20	-	105.84	494.74	2,972.43
1/31/2041	1,216.24	1,150.80	-	100.07	504.63	2,971.74
1/31/2042	1,285.51	1,080.87	-	93.99	514.73	2,975.10
1/31/2043	1,354.79	1,006.95	-	87.56	525.02	2,974.33
1/31/2044	1,431.77	929.05	-	80.79	535.52	2,977.13
1/31/2045	1,508.75	846.73	-	73.63	546.23	2,975.33
1/31/2046	1,593.42	759.97	-	66.08	557.16	2,976.64
1/31/2047	1,685.79	668.35	-	58.12	568.30	2,980.56
1/31/2048	1,778.17	571.42	-	49.69	579.67	2,978.94
1/31/2049	1,878.24	469.17	-	40.80	591.26	2,979.47
1/31/2050	1,978.31	361.18	-	31.41	603.08	2,973.97
1/31/2051	2,093.77	247.42	-	21.52	615.15	2,977.86
1/31/2052	2,209.24	127.03	-	11.05	627.45	2,974.76
Total	\$ 34,139.26	\$ 37,500.77	\$ -	\$ 3,274.21	\$ 14,333.68	\$ 89,247.92

[a] Interest is calculated at a 5.75% rate, actual rate will be determined at the time Improvement Area #1 2022 Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

Note: 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

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

EXHIBIT N-2 – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), 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: \$38,277.35

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Lot Type 2 - Improvement Area #1 2022 Bonds						
Installments Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Installment
1/31/2023	707.72	2,029.76	-	191.39	396.15	3,325.02
1/31/2024	578.26	2,160.25	-	187.85	404.07	3,330.44
1/31/2025	612.78	2,127.00	-	184.96	412.16	3,336.90
1/31/2026	638.68	2,091.77	-	181.89	420.40	3,332.74
1/31/2027	673.20	2,055.04	-	178.70	428.81	3,335.75
1/31/2028	707.72	2,016.34	-	175.33	437.38	3,336.77
1/31/2029	742.24	1,975.64	-	171.79	446.13	3,335.81
1/31/2030	776.77	1,932.96	-	168.08	455.05	3,332.87
1/31/2031	819.92	1,888.30	-	164.20	464.15	3,336.57
1/31/2032	863.07	1,841.15	-	160.10	473.44	3,337.77
1/31/2033	906.23	1,791.53	-	155.78	482.91	3,336.45
1/31/2034	949.38	1,739.42	-	151.25	492.56	3,332.62
1/31/2035	1,001.17	1,684.83	-	146.51	502.42	3,334.92
1/31/2036	1,052.95	1,627.26	-	141.50	512.46	3,334.18
1/31/2037	1,113.37	1,566.72	-	136.24	522.71	3,339.03
1/31/2038	1,165.15	1,502.70	-	130.67	533.17	3,331.69
1/31/2039	1,234.20	1,435.70	-	124.84	543.83	3,338.57
1/31/2040	1,294.61	1,364.74	-	118.67	554.71	3,332.73
1/31/2041	1,363.66	1,290.30	-	112.20	565.80	3,331.95
1/31/2042	1,441.33	1,211.89	-	105.38	577.12	3,335.72
1/31/2043	1,519.01	1,129.01	-	98.17	588.66	3,334.85
1/31/2044	1,605.32	1,041.67	-	90.58	600.43	3,338.00
1/31/2045	1,691.63	949.36	-	82.55	612.44	3,335.98
1/31/2046	1,786.56	852.09	-	74.09	624.69	3,337.44
1/31/2047	1,890.13	749.36	-	65.16	637.18	3,341.84
1/31/2048	1,993.70	640.68	-	55.71	649.93	3,340.02
1/31/2049	2,105.90	526.04	-	45.74	662.93	3,340.61
1/31/2050	2,218.10	404.95	-	35.21	676.19	3,334.45
1/31/2051	2,347.56	277.41	-	24.12	689.71	3,338.81
1/31/2052	2,477.02	142.43	-	12.39	703.50	3,335.34
Total	\$ 38,277.35	\$ 42,046.32	\$ -	\$ 3,671.09	\$ 16,071.09	\$ 100,065.84

[a] Interest is calculated at a 5.75% rate, actual rate will be determined at the time Improvement Area #1 2022 Bonds are issued.

[b] Additional Interest is calculated at a 0.50% rate.

Note: 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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Resolution No. 2022-42, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 56th Annual Tomball Holiday Parade, “A Cowboy Christmas”, to be held in Tomball on Saturday, November 19, 2022, and to Approve Requested Street Closures and In-Kind Services

Background:

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 57th Annual Tomball Holiday Parade, to be held in Tomball on Saturday, November 19, 2022. The Chamber must request approval from TxDOT to close FM 2920 for the annual Holiday Parade and include a resolution from the City supporting the parade. Resolution No. 2022-42 is presented for Council action.

In addition to closing FM 2920 from FM 2978 to Business 249 from 9:15 a.m. until 12:30 p.m. for the parade, the Chamber is requesting closure of the following streets on Saturday, November 23, from 7:00 a.m. until noon:

- North Elm between Main Street and Hufsmith Road
- North Walnut between Main and Epps Streets
- 100 and 200 Blocks of Commerce Street
- 100 and 200 Blocks of Houston Street
- 100 and 200 Blocks of Oxford Street
- South Elm between Main Street and Market Street
- South Walnut between Main Street and Fannin Street
- 100 and 200 Blocks of Market Street
- Parking lot at the corner of Main Street and South Walnut.

The Chamber is also requesting, from 9:15 a.m. until 12:30 p.m., of FM 2920 from FM 2978 to Business 249

Residents of these streets will still have access to and from their homes.

The Chamber also requests the assistance of the Tomball Fire, Police, and Public Works Department personnel; the estimated cost for the use of City personnel/support service in 2021 was \$6,000-\$6,500.

The annual Holiday Parade is extremely popular with the local community and brings visitors from the surrounding areas who often remain to shop, eat, and enjoy our city's amenities. We anticipate large crowds before, during, and following the event, meeting the City's Strategic Plan goals of *building our economy through partnerships with tourism and marketing organizations*, such as the GTACC.

Origination: Greater Tomball Area Chamber of Commerce.

Recommendation: Approve Resolution No. 2022-42

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

Signed Doris Speer 9-12/-2022

RESOLUTION NO. 2022-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, SUPPORTING THE 57TH ANNUAL TOMBALL HOLIDAY PARADE, “A COWBOY CHRISTMAS”, TO BE HELD IN TOMBALL ON SATURDAY, NOVEMBER 19, 2022, AND TO APPROVE REQUESTED STREET CLOSURES AND IN-KIND SERVICES.

* * * * *

WHEREAS the Greater Tomball Area Chamber of Commerce will undertake the **57th Annual Tomball Holiday Parade, “A Cowboy Christmas”**, to be held in the City of Tomball at 10:00 a.m. on Saturday, November 19, 2022; and

WHEREAS the purpose of the **57th Annual Tomball Holiday Parade** is to celebrate our quality of life and to create an avenue for others outside to come to our fair City to enjoy fun, food and good cheer; and

WHEREAS it is a chance for Tomball area merchants and business people to gain a new customer base through monies spent by those attending the **57th Annual Tomball Holiday Parade**; and

WHEREAS activities celebrating the **57th Annual Tomball Holiday Parade** will include the annual parade, food, crafts, and hometown merchants selling from their businesses; and

WHEREAS the Greater Tomball Area Chamber of Commerce desires and requests the support and endorsement of the City of Tomball in this community-wide effort;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the **57th Annual Tomball Holiday Parade, “Miracle on Main Street”**, and pledge to encourage this effort to celebrate our heritage and promote our future betterment.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 3rd DAY OF October 2022.

LORI KLEIN QUINN, Mayor

ATTEST:

DORIS SPEER, City Secretary

Greater
Tomball Area



Chamber of Commerce

September 12, 2022

City of Tomball
Mr. David Esquivel
401 Market Street
Tomball, Texas 77375

RE: Tomball Holiday Parade

Dear Mr. Esquivel,

We are anticipating a fabulous Tomball Holiday Parade at 10 a.m. on Saturday, November 19, 2022 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction is a Tomball tradition and is celebrating 57 years. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

To insure the safety of the many visitors and Parade participants who will be in Tomball on November 19, we are asking for street closures for the following streets on Saturday morning only from 7:00 a.m. until noon:

- North Elm between Main Street and Hufsmith Rd.
- North Walnut between Main Street and Epps
- 100 & 200 block of Commerce
- 100 & 200 block of Houston
- 100 & 200 block of Oxford
- South Elm between Main Street and Market Street
- South Walnut between Main Street and Fannin
- 100 & 200 block of Market Street
- Parking lot at corner of Main and South Walnut

From 9:15 a.m. until 12:30 p.m.

- FM 2920 from FM 2978 to Business 249

Enclosed is a map for your review. Residents of these streets will still have access to and from their homes.

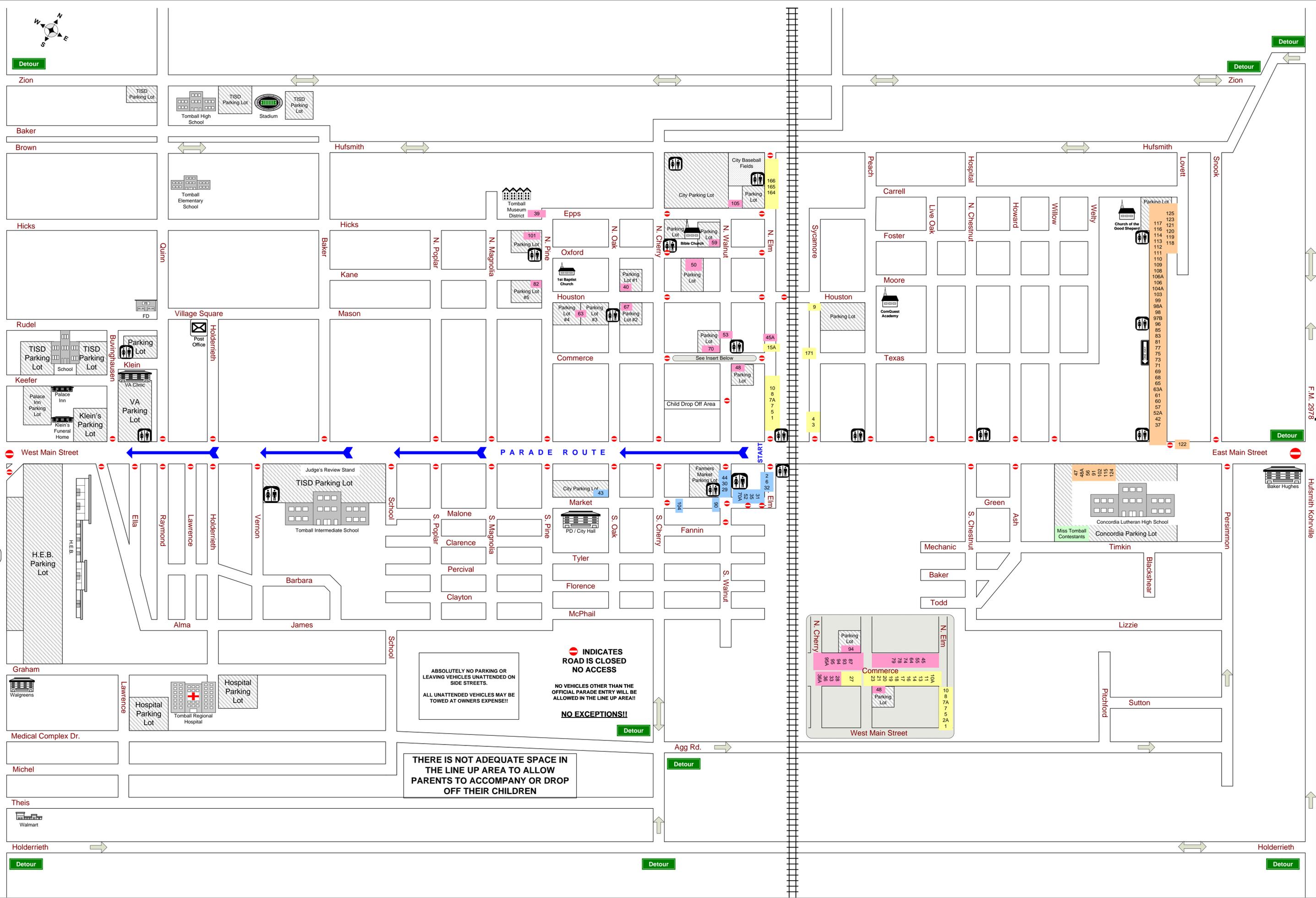
We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruce Hillegeist', is written over the typed name.

Bruce Hillegeist
President

Encl: Map



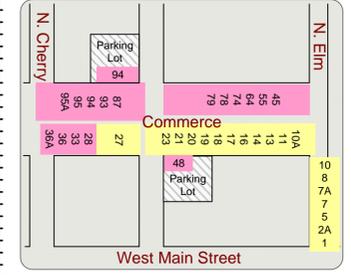
INDICATES ROAD IS CLOSED NO ACCESS

ABSOLUTELY NO PARKING OR LEAVING VEHICLES UNATTENDED ON SIDE STREETS. ALL UNATTENDED VEHICLES MAY BE TOWED AT OWNERS EXPENSE!!

NO VEHICLES OTHER THAN THE OFFICIAL PARADE ENTRY WILL BE ALLOWED IN THE LINE UP AREA!!

NO EXCEPTIONS!!

THERE IS NOT ADEQUATE SPACE IN THE LINE UP AREA TO ALLOW PARENTS TO ACCOMPANY OR DROP OFF THEIR CHILDREN





THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 1, 2022

City of Tomball
401 MARKET ST
TOMBALL TX 77375

Account Information:

Policy Holder Details :	GREATER TOMBALL AREA CHAMBE OF COMMERCE
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2022

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

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

PRODUCER HIGGINBOTHAM INS AGENCY INC/PHS 61611737 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED GREATER TOMBALL AREA CHAMBE OF COMMERCE 292201 QUINN STEB TOMBALL TX 77375	INSURER A : Hartford Lloyd's Insurance Company		38253
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		61 SBA VM8139	12/20/2021	12/20/2022	EACH OCCURRENCE	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY			61 SBA VM8139	12/20/2021	12/20/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						<input type="checkbox"/> RETENTION \$	AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE	OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	
								E.L. DISEASE -EA EMPLOYEE	
								E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			61 SBA VM8139	12/20/2021	12/20/2022	Each Claim Limit	\$5,000	
							Aggregate Limit	\$5,000	

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Tomball
 401 MARKET ST
 TOMBALL TX 77375

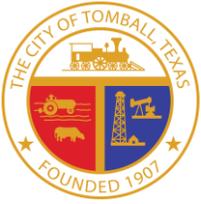
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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City of Tomball

Lori Klein Quinn
Mayor

David Esquivel, PE
City Manager

September 20, 2022

Eliza Paul
Texas Department of Transportation, Houston District
P. O. Box 1386
Houston, TX 77251-1386

Attention: Michael Burns

RE: 2022 57th Annual Holiday Parade – City of Tomball, Texas

Dear Ms. Paul:

On behalf of the Greater Tomball Area Chamber of Commerce, the City of Tomball respectfully requests permission from the Texas Department of Transportation to allow the temporary closure of FM 2920 (Main Street), with a rolling barricade, from Business SH 249 to FM 2978 on Saturday, November 19, 2022, from 9:00 a.m. until 12:30 p.m., for the safe conduct of the parade participants.

The Tomball City Council has authorized the use of Tomball Police, Fire and Public Works personnel for traffic and safety control; a map of the route is included as Exhibit C of the Agreement for the Temporary Closure of State Right of Way.

A copy of this Letter of Intent from the City of Tomball, on behalf of the Greater Tomball Area Chamber of Commerce, is included as Exhibit A of the Agreement, as requested by Mr. Michael Burns.

The City and Greater Tomball Area Chamber of Commerce await your decision at your earliest convenience. Please contact me at 281-290-1415 or via email, desquivel@tomballtx.gov, if you have any questions or need additional information.

Sincerely,

David Esquivel
City Manager

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Applications for Grants from FY 2021-2022 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$35,000.

Background:

The Tourism Advisory Committee approved the HOT fund grant application on July 26, 2022. The grant request in the amount of \$35,000 includes the following:

- Visitors Center - \$10,000
- Holiday Parade - \$15,000
- Tomball Night - \$10,000

Origination: Greater Tomball Area Chamber of Commerce

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6351

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

Signed Katherine Tapscott, CPA 9/6/2022 Approved by _____
Finance Director Date City Manager Date



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Greater Tomball Area Chamber of Commerce

Organization Director: Bruce Hillegeist

Project or Event for which funding is requested: Visitor Center

Date of Event: Monday-Friday 8am-5pm

Description of project or event for which funding is requested: servicing the public with questions about Tomball

Location of project or event: 29201 Quinn Road, Suite B, Tomball, TX 77375

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2021-2022</u>	<u>\$ 10,000</u>
Amount Received for Previous Fiscal Year:	<u>2020-2021</u>	<u>\$ 17,500</u>
% increase requested over last year's grant:	<u>decrease %</u>	

Organization Budget Summary for Previous Fiscal Year 2021 Budget Attached

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization’s adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
<u>Concessions</u>	_____
<u>Memberships</u>	_____
<u>Subscriptions</u>	_____
<u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?
Explain the basis for your answer to the preceding question: 500 annually, with numerous daily calls and walk in customers; 500 is a conservative estimate

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes, every day people ask the staff for hotel options in the area and for activities to do while in town

Organization Contact Name: Brandy Beyer, Vice President
Title: Brandy Beyer, Vice President
Address: Brandy Beyer, Vice President
Phone Number: Brandy Beyer, Vice President

Contact's Signature: Brandy Beyer
Date: 07/15/2022

 Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:11:00 -0500



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Brandy Beyer Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of
Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:13:35 -05'00'

Signature of Authorizing Official

07/15/2022

Date

Brandy Beyer

Typed Name

Vice President

Title within Organization

281.351.7222

Telephone

bbeyer@tomballchamber.org

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insured” in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization’s insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Visitor Center Budget

Rent	25,974.00
CAM Expense	9,696.96
Office Supplies/Postage	1,000.00
Personnel	27,000.00

Total Expenses: 63,670.96

Grant Request: 10,000.00

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	<u>TOTAL</u> <u>Jan - Dec 21</u>
Ordinary Income/Expense													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	3,000.00	1,000.00		500.00		3,000.00			500.00				8,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday						1,800.00	1,800.00	2,000.00	2,400.00	2,300.00	2,000.00	2,000.00	14,300.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Interest Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Membership Dues													
New	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	4,000.00	3,500.00	3,500.00	4,500.00	4,500.00	4,500.00	4,500.00	54,000.00
Allowance Non-Renewal	-4,384.33	-8,944.33	-1,879.33	-1,490.08	-1,796.08	-2,699.33	-2,218.58	-2,161.33	-2,837.08	-3,110.83	-2,087.58	-1,929.58	-35,538.50
Renewal	43,843.33	89,443.33	18,793.33	14,900.83	17,960.83	26,993.33	22,185.83	21,613.33	28,370.83	31,108.33	20,875.83	19,295.83	355,384.96
Total Membership Dues	44,459.00	85,499.00	21,914.00	18,410.75	21,164.75	28,294.00	23,467.25	22,952.00	30,033.75	32,497.50	23,288.25	21,866.25	373,846.46
Miscellaneous Income	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Publications/Products													
Magazine/Map/Website	500.00	3,500.00	1,500.00	8,500.00	3,000.00		500.00			500.00			18,000.00
Total Publications		3,500.00	1,500.00	8,500.00	3,000.00	0.00	500.00	0.00	0.00	500.00	0.00	0.00	17,500.00
Special Events													
Banquet		10,000.00											10,000.00
Golf Classic		5,000.00	20,000.00										25,000.00
Tomball Night						6,000.00	11,000.00	4,000.00					21,000.00
Holiday Parade									3,000.00	10,000.00	12,000.00		25,000.00
Miss Tomball Pageant									4,000.00	13,000.00	8,000.00		25,000.00
Total Special Events	0.00	15,000.00	20,000.00	0.00	0.00	6,000.00	11,000.00	4,000.00	7,000.00	23,000.00	20,000.00	0.00	106,000.00
Total Income	56,764.00	114,304.00	52,719.00	36,715.75	33,469.75	48,399.00	46,072.25	38,257.00	84,238.75	67,602.50	54,693.25	33,271.25	666,506.46
Total Income	56,764.00	114,304.00	52,719.00	36,715.75	33,469.75	48,399.00	46,072.25	38,257.00	84,238.75	67,602.50	54,693.25	33,271.25	666,506.46
Gross Profit	56,764.00	114,304.00	52,719.00	36,715.75	33,469.75	48,399.00	46,072.25	38,257.00	84,238.75	67,602.50	54,693.25	33,271.25	666,506.46
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	31,800.00
Reimbursed by tenants	-1,400.00	-600.00	-600.00	-1,100.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,700.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Building Expense	3,735.00	4,535.00	4,535.00	4,035.00	4,535.00	4,535.00	3,935.00	4,535.00	4,535.00	3,935.00	4,535.00	4,535.00	51,920.00

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

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Accounting Expense		200.00	2,000.00	2,000.00	2,000.00	2,000.00		7,000.00			2,300.00		17,500.00
Advertising							500.00	500.00			1,000.00	500.00	2,500.00
Bad Debt Expense	2,775.00	2,775.00	3,000.00	2,775.00	3,000.00	2,775.00	2,775.00	2,775.00	2,775.00	2,775.00	2,775.00	4,250.00	35,225.00
Health & Wellness			1,000.00				1,000.00	2,500.00		1,500.00			6,000.00
First Friday						2,200.00	2,200.00	1,700.00	2,500.00	2,100.00	2,200.00	2,000.00	14,900.00
Networking Breakfast	200.00	200.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,500.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Board of Directors	300.00	100.00				200.00	200.00		3,000.00	3,700.00			7,500.00
Dues and Subscriptions	2,472.00							750.00			584.00		3,806.00
Employee Expense													
SUTA	80.00	50.00	25.00	10.00									165.00
Development	600.00	550.00	500.00	500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			9,000.00
FUTA	73.00	40.00	30.00	25.00									168.00
Group Insurance	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	4,500.00	4,500.00	4,500.00	48,978.00
Payroll Services	390.00	450.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	4,740.00
Payroll Taxes	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,500.00	2,000.00	18,000.00
Salaries													
TACC	20,000.00	20,500.00	20,500.00	20,000.00	20,000.00	20,000.00	20,000.00	20,500.00	20,000.00	20,000.00	21,500.00	20,000.00	243,000.00
Bonus												12,150.00	12,150.00
Contract Labor	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	4,500.00
Total Salaries	<u>20,375.00</u>	<u>20,875.00</u>	<u>20,875.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,875.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>21,875.00</u>	<u>32,525.00</u>	<u>259,650.00</u>
Total Employee Expense	26,910.00	27,357.00	27,212.00	26,692.00	27,657.00	28,157.00	27,707.00	26,657.00	26,457.00	28,215.00	28,265.00	39,415.00	340,701.00
Insurance													
Worker's Compensation	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	549.96
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	7,453.92
Total Insurance	<u>820.65</u>	<u>9,847.80</u>											
Membership/Misc. Expense	1,000.00	3,000.00	1,500.00	500.00	500.00	500.00	1,000.00	1,600.00	1,700.00	1,500.00	500.00	1,500.00	14,800.00
Office Equipment Expense													
Database		3,500.00											3,500.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	1,000.00	800.00	1,500.00	600.00	500.00	800.00	1,200.00	1,000.00	700.00	1,000.00	1,000.00	700.00	10,800.00
Pitney Bowes	492.30			581.60			492.30			492.30			2,058.50
Total Office Equip Expense	<u>1,792.30</u>	<u>5,500.00</u>	<u>1,800.00</u>	<u>1,481.60</u>	<u>800.00</u>	<u>1,100.00</u>	<u>1,992.30</u>	<u>1,300.00</u>	<u>1,000.00</u>	<u>1,792.30</u>	<u>1,300.00</u>	<u>1,000.00</u>	<u>20,858.50</u>
Office Supplies	300.00	600.00	300.00	500.00	400.00	1,000.00	600.00	300.00	400.00	500.00	800.00	600.00	6,300.00
Postage & Delivery	500.00	300.00	800.00	1,500.00	0.00	700.00	0.00	0.00	500.00	1,500.00	0.00	500.00	6,300.00
Property Tax Expense	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	15,442.44
Income Tax Expense	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
Rent	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	<u>TOTAL</u> <u>Jan - Dec 21</u>
Special Events													
Banquet		10,000.00											10,000.00
Golf Classic	250.00		1,000.00	6,750.00									8,000.00
Tomball Night					2,000.00		4,000.00	4,000.00					10,000.00
Holiday Parade											15,500.00	1,000.00	16,500.00
Miss Tomball Pageant													
Scholarship Expense											4,000.00		4,000.00
Pageant - Other										500.00	5,500.00	2,500.00	8,500.00
Total Miss Tomball										<u>500.00</u>	<u>9,500.00</u>	<u>2,500.00</u>	<u>12,500.00</u>
Total Special Events	<u>250.00</u>	<u>10,000.00</u>	<u>1,000.00</u>	<u>6,750.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>4,000.00</u>	<u>0.00</u>	<u>500.00</u>	<u>25,000.00</u>	<u>3,500.00</u>	<u>57,000.00</u>
Telephone Expenses	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	6,780.00
Travel & Entertainment	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Total Expense	<u>44,126.82</u>	<u>58,459.52</u>	<u>47,339.52</u>	<u>50,326.12</u>	<u>44,984.52</u>	<u>47,259.52</u>	<u>50,001.82</u>	<u>57,709.52</u>	<u>46,959.52</u>	<u>52,109.82</u>	<u>73,351.52</u>	<u>61,892.52</u>	<u>634,520.74</u>
Net Ordinary Income	<u>12,637.18</u>	<u>55,844.48</u>	<u>5,379.48</u>	<u>-13,610.37</u>	<u>-11,514.77</u>	<u>1,139.48</u>	<u>-3,929.57</u>	<u>-19,452.52</u>	<u>37,279.23</u>	<u>15,492.68</u>	<u>-18,658.27</u>	<u>-28,621.27</u>	<u>31,985.72</u>
Principal Building Payment	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u><u>7,932.18</u></u>	<u><u>51,139.48</u></u>	<u><u>674.48</u></u>	<u><u>-18,315.37</u></u>	<u><u>-16,219.77</u></u>	<u><u>-3,565.52</u></u>	<u><u>-8,634.57</u></u>	<u><u>-24,157.52</u></u>	<u><u>32,574.23</u></u>	<u><u>10,787.68</u></u>	<u><u>-23,363.27</u></u>	<u><u>-33,326.27</u></u>	<u><u>-24,474.28</u></u>

Narrative Questions:

1. Describe the history and purpose of the organization.

Answer: The Greater Tomball Area Chamber of Commerce (GTACC) provides resources and empowers Tomball businesses to prosper. The value of being a GTACC member is evidenced with research by the Shapiro Group, which shows a 63 percent increase in repeat business due to chamber membership. Moreover, the Chamber staff regularly and routinely welcomes visitors to Tomball and places information in their hands that promotes the city and region, in particularly local hotels, motels and restaurants.

Incorporated in 1965, the Greater Tomball Area Chamber of Commerce has a history that began in the 1920s. The Chamber has a reputation for actively representing and promoting the interest of its members. As well, the Chamber is recognized throughout the region and the state for its passionate promotion of the greater Tomball community.

The Greater Tomball Area Chamber of Commerce also serves as a visitor's information center.

2. Describe how any grant funds will be used.

Answer: Grant funds would be used to reimburse the GTACC for Visitor Center related expenses. The GTACC staff regularly and routinely welcomes visitors to Tomball and places information in their hands that promotes the city and region, specifically a map of the area, *The Spirit of Tomball Texas* magazine, and information on local hotels, motels and restaurants. Time dedicated to this function of the GTACC fluctuates, however all Chamber staff participates in this service and materials are kept current for the purpose of maintaining a vital visitor's information center.

3. List the programs and activities for the grant year.

Answer: The GTACC annually organizes and hosts Tomball Night and the Tomball Holiday Parade with an emphasis on local retailers, hotels and motels. In its press releases related to these events the Chamber suggests inviting family and guests for a weekend in Tomball, which includes overnight stays at local lodging.

With the large amount of growth in the area, there are individuals in the office daily requesting information on relocation. Many are here staying in the local hotels as they search for a new home. The amount of welcome packets we mail out has increased as well.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

Answer: The GTACC has experienced growth over the past several years. This year membership is staying consistent, but event participation has increased. The City of Tomball

and the greater Tomball area has experienced growth as well. At the end of 2008 the Chamber relocated to a facility that exudes professionalism, is in a high profile location and is welcoming to all visitors. Chamber's activities including Tomball Night and the Tomball Holiday Parade take place in the city limits — 100%.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Answer: The GTACC Visitor Center qualifies for use of the Hotel Occupancy Tax, Chapter 351.101 with two banks of walls and a kiosk dedicated to pamphlets, booklets, promotional materials and other contact information. The Chamber provides an extensive library of current information concerning city, area and regional lodging, entertainment, amusements and even day-trip venues. Daily the GTACC staff place these printed, promotional materials about Tomball in the hands of visitors; a conservative estimated number of this exchange is 5 five visitors a day. In addition, the GTACC staff answers numerous phone inquiries; a conservative number of inquiries by phone related to tourism is 5 per day.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

Answer: As a visitor center, chambers of commerce have a long standing history of being the first place visitors stop when they come to a new town. The GTACC is publicized on the Internet through www.tomballchamber.org, in the World Chamber of Commerce Directory, as a member of the US Chamber of Commerce, as a member of the Texas Association of Business, as a member of the Texas Chamber of Commerce Executives and as a member of the American Chamber of Commerce Executives.

The GTACC publicizes its activities and all partnership city and non profit organization activities in Tomball through local and Houston area newspapers including *The Houston Chronicle* and online news services. The GTACC checks for its press releases in these publications and online. The GTACC is constantly adding to its publicity list. It is notable that the GTACC promotes all partnership city and non profit organization activities, such as the various City of Tomball festivals and the Tomball German Festivals, as a courtesy without compensation or reimbursement.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

Answer: The public benefits to the City of Tomball resulting from the visitor center at the GTACC offices are many. First, the Chamber strives to keep current information on local businesses and growth moving into the area. Through these efforts the public uses the GTACC as an information resource. Also, the Chamber maintains relationships with many entities — like Texas Department of Transportation and the Harris County Precinct 4 Commissioner's office — that serve the greater Tomball area in order to better serve the public. First and foremost, the public benefits by having a visitor center at the GTACC because having been established since 1965, the public is habitual in seeking out the Chamber for information. Moreover, the GTACC has proven to be a stable, tenured, and reliable organization that proudly serves the public.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Answer: The GTACC is maintaining an Internet presence with www.tomballchamber.org where a community calendar with Tomball events is posted and updated, routinely. These events are also placed in the Texas Events Calendar, a statewide publication. The Chamber also provides events such as the Tomball Holiday Parade, Tomball Night, and the Miss Tomball Pageant, which has a history of bringing families to Tomball for overnight stays.



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Greater Tomball Area Chamber of Commerce

Organization Director: Bruce Hillegeist

Project or Event for which funding is requested: Tomball Holiday Parade

Date of Event: November 18, 2021

Description of project or event for which funding is requested: annual parade with over 150 entries

Location of project or event: on Main Street from the railroad tracks to Buvinghausen

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year: 2021-2022 \$ 15,000

Amount Received for Previous Fiscal Year: 2020-2021 \$ 0

% increase requested over last year's grant: 100 %

parade was not held in Nov. 2020

Organization Budget Summary for Previous Fiscal Year 2021 budget attached

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization’s adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
<u>Concessions</u>	_____
<u>Memberships</u>	_____
<u>Subscriptions</u>	_____
<u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?

Explain the basis for your answer to the preceding question: while there are many parade participants that travel from out of town, there is not a good way to measure where the crowd members live. The 2021 parade had great weather and therefore Main Street was crowded the whole way.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes, parade participants come from far away and have to be in line-up by 8:30am so many of them spend the night

Organization Contact Name: Brandy Beyer, Vice President
Title: Brandy Beyer, Vice President
Address: Brandy Beyer, Vice President
Phone Number: Brandy Beyer, Vice President

Contact's Signature: Brandy Beyer

 Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 11:42:46 -0500

Date: 7/15/2022



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Brandy Beyer Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of
Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 11:43:20 -05'00'

Signature of Authorizing Official

7/15/2022

Date

Brandy Beyer

Typed Name

Vice President

Title within Organization

281.351.7222

Telephone

bbeyer@tomballchamber.org

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insured” in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization’s insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2021 Tomball Holiday Parade Expenses

Candy for children	137.74
Breakfast for special guests	1,678.92
Clean-Up	800.00
Port-o-Pottie	1,280.00
Advertising	1,100.00
Security	5,300.00
Debriefing Meeting	245.43
Supplies	827.13
Coins	1,055.00
Personnel	27,943.00
Entertainment	7,000.00

Total Expenses: 47,367.22

Grant Request 15,000.00

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	TOTAL <u>Jan - Dec 21</u>
Ordinary Income/Expense													
Income													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	3,000.00	1,000.00		500.00		3,000.00			500.00				8,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday						1,800.00	1,800.00	2,000.00	2,400.00	2,300.00	2,000.00	2,000.00	14,300.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Interest Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Membership Dues													
New	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	4,000.00	3,500.00	3,500.00	4,500.00	4,500.00	4,500.00	4,500.00	54,000.00
Allowance Non-Renewal	-4,384.33	-8,944.33	-1,879.33	-1,490.08	-1,796.08	-2,699.33	-2,218.58	-2,161.33	-2,837.08	-3,110.83	-2,087.58	-1,929.58	-35,538.50
Renewal	43,843.33	89,443.33	18,793.33	14,900.83	17,960.83	26,993.33	22,185.83	21,613.33	28,370.83	31,108.33	20,875.83	19,295.83	355,384.96
Total Membership Dues	44,459.00	85,499.00	21,914.00	18,410.75	21,164.75	28,294.00	23,467.25	22,952.00	30,033.75	32,497.50	23,288.25	21,866.25	373,846.46
Miscellaneous Income	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Publications/Products													
Magazine/Map/Website	500.00	3,500.00	1,500.00	8,500.00	3,000.00		500.00			500.00			18,000.00
Total Publications		3,500.00	1,500.00	8,500.00	3,000.00	0.00	500.00	0.00	0.00	500.00	0.00	0.00	17,500.00
Special Events													
Banquet		10,000.00											10,000.00
Golf Classic		5,000.00	20,000.00										25,000.00
Tomball Night						6,000.00	11,000.00	4,000.00					21,000.00
Holiday Parade									3,000.00	10,000.00	12,000.00		25,000.00
Miss Tomball Pageant									4,000.00	13,000.00	8,000.00		25,000.00
Total Special Events	0.00	15,000.00	20,000.00	0.00	0.00	6,000.00	11,000.00	4,000.00	7,000.00	23,000.00	20,000.00	0.00	106,000.00
Total Income	<u>56,764.00</u>	<u>114,304.00</u>	<u>52,719.00</u>	<u>36,715.75</u>	<u>33,469.75</u>	<u>48,399.00</u>	<u>46,072.25</u>	<u>38,257.00</u>	<u>84,238.75</u>	<u>67,602.50</u>	<u>54,693.25</u>	<u>33,271.25</u>	<u>666,506.46</u>
Total Income	<u>56,764.00</u>	<u>114,304.00</u>	<u>52,719.00</u>	<u>36,715.75</u>	<u>33,469.75</u>	<u>48,399.00</u>	<u>46,072.25</u>	<u>38,257.00</u>	<u>84,238.75</u>	<u>67,602.50</u>	<u>54,693.25</u>	<u>33,271.25</u>	<u>666,506.46</u>
Gross Profit	56,764.00	114,304.00	52,719.00	36,715.75	33,469.75	48,399.00	46,072.25	38,257.00	84,238.75	67,602.50	54,693.25	33,271.25	666,506.46
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	31,800.00
Reimbursed by tenants	-1,400.00	-600.00	-600.00	-1,100.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,700.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Building Expense	<u>3,735.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>4,035.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>3,935.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>3,935.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>51,920.00</u>

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	<u>TOTAL</u> <u>Jan - Dec 21</u>
Accounting Expense		200.00	2,000.00	2,000.00	2,000.00	2,000.00		7,000.00			2,300.00		17,500.00
Advertising							500.00	500.00			1,000.00	500.00	2,500.00
Bad Debt Expense	2,775.00	2,775.00	3,000.00	2,775.00	3,000.00	2,775.00	2,775.00	2,775.00	2,775.00	2,775.00	2,775.00	4,250.00	35,225.00
Health & Wellness			1,000.00				1,000.00	2,500.00		1,500.00			6,000.00
First Friday						2,200.00	2,200.00	1,700.00	2,500.00	2,100.00	2,200.00	2,000.00	14,900.00
Networking Breakfast	200.00	200.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,500.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Board of Directors	300.00	100.00				200.00	200.00		3,000.00	3,700.00			7,500.00
Dues and Subscriptions	2,472.00							750.00			584.00		3,806.00
Employee Expense													
SUTA	80.00	50.00	25.00	10.00									165.00
Development	600.00	550.00	500.00	500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			9,000.00
FUTA	73.00	40.00	30.00	25.00									168.00
Group Insurance	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	4,500.00	4,500.00	4,500.00	48,978.00
Payroll Services	390.00	450.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	4,740.00
Payroll Taxes	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,500.00	2,000.00	18,000.00
Salaries													
TACC	20,000.00	20,500.00	20,500.00	20,000.00	20,000.00	20,000.00	20,000.00	20,500.00	20,000.00	20,000.00	21,500.00	20,000.00	243,000.00
Bonus												12,150.00	12,150.00
Contract Labor	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	4,500.00
Total Salaries	<u>20,375.00</u>	<u>20,875.00</u>	<u>20,875.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,875.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>21,875.00</u>	<u>32,525.00</u>	<u>259,650.00</u>
Total Employee Expense	26,910.00	27,357.00	27,212.00	26,692.00	27,657.00	28,157.00	27,707.00	26,657.00	26,457.00	28,215.00	28,265.00	39,415.00	340,701.00
Insurance													
Worker's Compensation	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	549.96
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	7,453.92
Total Insurance	<u>820.65</u>	<u>9,847.80</u>											
Membership/Misc. Expense	1,000.00	3,000.00	1,500.00	500.00	500.00	500.00	1,000.00	1,600.00	1,700.00	1,500.00	500.00	1,500.00	14,800.00
Office Equipment Expense													
Database		3,500.00											3,500.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	1,000.00	800.00	1,500.00	600.00	500.00	800.00	1,200.00	1,000.00	700.00	1,000.00	1,000.00	700.00	10,800.00
Pitney Bowes	492.30			581.60			492.30			492.30			2,058.50
Total Office Equip Expense	<u>1,792.30</u>	<u>5,500.00</u>	<u>1,800.00</u>	<u>1,481.60</u>	<u>800.00</u>	<u>1,100.00</u>	<u>1,992.30</u>	<u>1,300.00</u>	<u>1,000.00</u>	<u>1,792.30</u>	<u>1,300.00</u>	<u>1,000.00</u>	<u>20,858.50</u>
Office Supplies	300.00	600.00	300.00	500.00	400.00	1,000.00	600.00	300.00	400.00	500.00	800.00	600.00	6,300.00
Postage & Delivery	500.00	300.00	800.00	1,500.00	0.00	700.00	0.00	0.00	500.00	1,500.00	0.00	500.00	6,300.00
Property Tax Expense	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	15,442.44
Income Tax Expense	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
Rent	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	<u>TOTAL</u> <u>Jan - Dec 21</u>
Special Events													
Banquet		10,000.00											10,000.00
Golf Classic	250.00		1,000.00	6,750.00									8,000.00
Tomball Night					2,000.00		4,000.00	4,000.00					10,000.00
Holiday Parade											15,500.00	1,000.00	16,500.00
Miss Tomball Pageant													
Scholarship Expense											4,000.00		4,000.00
Pageant - Other										500.00	5,500.00	2,500.00	8,500.00
Total Miss Tomball										<u>500.00</u>	<u>9,500.00</u>	<u>2,500.00</u>	<u>12,500.00</u>
Total Special Events	<u>250.00</u>	<u>10,000.00</u>	<u>1,000.00</u>	<u>6,750.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>4,000.00</u>	<u>0.00</u>	<u>500.00</u>	<u>25,000.00</u>	<u>3,500.00</u>	<u>57,000.00</u>
Telephone Expenses	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	6,780.00
Travel & Entertainment	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Total Expense	<u>44,126.82</u>	<u>58,459.52</u>	<u>47,339.52</u>	<u>50,326.12</u>	<u>44,984.52</u>	<u>47,259.52</u>	<u>50,001.82</u>	<u>57,709.52</u>	<u>46,959.52</u>	<u>52,109.82</u>	<u>73,351.52</u>	<u>61,892.52</u>	<u>634,520.74</u>
Net Ordinary Income	<u>12,637.18</u>	<u>55,844.48</u>	<u>5,379.48</u>	<u>-13,610.37</u>	<u>-11,514.77</u>	<u>1,139.48</u>	<u>-3,929.57</u>	<u>-19,452.52</u>	<u>37,279.23</u>	<u>15,492.68</u>	<u>-18,658.27</u>	<u>-28,621.27</u>	<u>31,985.72</u>
Principal Building Payment	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u><u>7,932.18</u></u>	<u><u>51,139.48</u></u>	<u><u>674.48</u></u>	<u><u>-18,315.37</u></u>	<u><u>-16,219.77</u></u>	<u><u>-3,565.52</u></u>	<u><u>-8,634.57</u></u>	<u><u>-24,157.52</u></u>	<u><u>32,574.23</u></u>	<u><u>10,787.68</u></u>	<u><u>-23,363.27</u></u>	<u><u>-33,326.27</u></u>	<u><u>-24,474.28</u></u>

Narrative Questions:

1. Describe the history and purpose of the organization.

Answer: The Greater Tomball Area Chamber of Commerce (GTACC) provides resources and empowers Tomball businesses to prosper. The value of being a GTACC member is evidenced with research by the Shapiro Group, which shows a 63 percent increase in repeat business due to chamber membership. Moreover, the GTACC directly impacts the Tomball area by fostering partnerships and being visible in the community with annual events like the Tomball Holiday Parade.

Incorporated in 1965, the Greater Tomball Area Chamber of Commerce has a history that began in the 1920s. The Chamber has a reputation for actively representing and promoting the interest of its members. As well, the Chamber is recognized throughout the region and the state for its passionate promotion of the greater Tomball community.

The GTACC sponsors and organizes the Tomball Holiday Parade, the event which this application represents.

2. Describe how any grant funds will be used.

Answer: Grant funds would be used to reimburse the GTACC for Tomball Holiday Parade related expenses. The GTACC promoted sponsoring and participating Tomball businesses and organizations through newspaper ads, articles and magazine features. In addition, funds were used to promote the event itself.

3. List the programs and activities for the grant year.

Answer: The Tomball Holiday Parade announced the beginning of the holiday season, before Thanksgiving, with an emphasis on local retailers. Last summer, the GTACC began preparations for this event by contacting businesses, retailers and former participants with sponsorship information including parade applications. As the fall approached, GTACC staff worked steadily on the parade project.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

Answer: The Tomball Holiday Parade with its floats, marching bands, Miss Tomball contestants, equestrian entries and more brings more than 40,000 people to downtown Tomball each fall. This figure was previously estimated by the Tomball Police Department and reflects a growth of 25 percent since 2003. There is one performance of this unique event which showcases local businesses, retailers, and organizations. The Tomball Holiday Parade featured entries from all over Texas, demonstrating the event's appeal for both residents and area visitors. Restaurants in the city experience a flux of patrons—reflected in local sales tax revenues—following the parade, which ends during the noon hour.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Answer: The Tomball Holiday Parade qualifies for use of the Hotel Occupancy Tax, Chapter 351.002 with three of the five criteria listed by the City of Tomball for this funding request/report; in particular Listings 3,4 and 6. The Tomball Holiday Parade advertises, solicits and promotes this event in the city of Tomball to attract tourists and potential convention delegates or registrants to the city. As well, the Tomball Holiday Parade encouraged and promoted the arts including instrumental and vocal music, dance, drama, folk art, and many other forms of art and music by featuring organizations and individuals in the parade who performed. Tomball Holiday Parade featured 20 performance groups including the Green Starlettes Drill Team and 250 members of the Tomball Memorial High School Band. Three additional groups in the parade offered singing or music only. Finally, the Tomball Holiday Parade qualifies under Listing 6 with day-to-day operations at the GTACC including supplies, salaries, office rental, travel expenses and other administrative costs directly incurred in the promotion and organization of the parade.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

Answer: Last year the Tomball Holiday Parade was advertised in several hard copy and online publications including *Facebook, Instagram, LinkedIn, The Houston Chronicle, The Bayou City Media, The Tomball Potpourri and The Magnolia Potpourri*. It was even spoken about on the radio, which in turn, was advertised on two large Houston radio station's social media platforms.

The GTACC evaluated the Tomball Holiday Parade publicity efforts by tracking when and where an article/photo or other event promotion was published. Last year, marketing of the Tomball Holiday Parade was increased when the Houston Business Journal published its Book of Lists which included the parade, due to its previous success in attracting large crowds. Moreover, GTACC staff telephoned media outlets to ensure publication or mention of the event in major regional markets.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

Answer: The public benefits to the City of Tomball resulting from the Tomball Holiday Parade were many. First as previously stated, the parade announced the beginning of the holiday season and ushered in the idea of shopping at home, first and foremost. Second, the parade was the 56th edition of a Tomball tradition. While traditions should not stand on history alone—they must constantly update to stay current, productive and viable—the Tomball Holiday Parade did indeed contribute to the City of Tomball's efforts to promote Tomball and focus on hometown pride, business, retail and offerings. At a time when so many businesses, retail operations and small cities are struggling for a place in the economy, the Tomball Holiday Parade helped brand the City of Tomball with excitement and holiday activities for everyone. Third, the Tomball Holiday Parade highlighted local artistic and musical talents while at the same time it brought in more outside entries than needed to fill the 150 available parade openings—this demonstrates the event's appeal and popularity outside the greater Tomball area. The parade is limited to 150 entries so that a two-hour parade may be presented, beginning at 10 a.m. and ending at noon.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Answer: While the Tomball Holiday Parade was mostly frequented by day-visitors, there were 10 parade entry groups, or 6 percent, that inquired about local lodging. The GTACC, organizer and sponsor of the parade, gave contact information for local hotels and restaurants to those who inquired. Additionally, this same information was made available for all out-of-town parade entrants. Also as previously stated in this report, Tomball restaurants are filled with parade-goers after the event, which ends during the noon hour. For many businesses and families, it has been a tradition for years to go out to eat and shopping after the Tomball Holiday Parade.



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Greater Tomball Area Chamber of Commerce

Organization Director: Bruce Hillegeist

Project or Event for which funding is requested: Tomball Night

Date of Event: August 5, 2022

Description of project or event for which funding is requested: community festival with over 90 vendors downtown, Parade of Lights and fireworks

Location of project or event: vendor booths on Market Street, parade on Main Street from Vernon Street to Peach Street, fireworks at gravel yard across the railroad tracks from the Depot

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2021-2022</u>	<u>\$ 10,000</u>
Amount Received for Previous Fiscal Year:	<u>2020-2021</u>	<u>\$ 17,500</u>
% increase requested over last year's grant:	<u>decrease %</u>	

Organization Budget Summary for Previous Fiscal Year 2021 Budget Attached

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization's adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
<u>Concessions</u>	_____
<u>Memberships</u>	_____
<u>Subscriptions</u>	_____
<u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?
Explain the basis for your answer to the preceding question: we have no way to quantify
where the patrons are from, but we anticipate 5,000-7,500 people to attend the event

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes, people come
from many different places to attend and vendors travel from out of town.

Organization Contact Name: Brandy Beyer, Vice President
Title: Brandy Beyer, Vice President
Address: Brandy Beyer, Vice President
Phone Number: Brandy Beyer, Vice President

Contact's Signature: Brandy Beyer
Date: 07/15/2022

 Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:11:00 -0500



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Brandy Beyer Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of
Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:13:35 -05'00'

Signature of Authorizing Official

07/15/2022

Date

Brandy Beyer

Typed Name

Vice President

Title within Organization

281.351.7222

Telephone

bbeyer@tomballchamber.org

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insured” in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization’s insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2022 Tomball Night Budget

Port-o-Pottie	1,800.00
Fireworks	5,000.00
Shopper CASH	1,000.00
Advertising	1,500.00
Supplies	600.00
Debriefing Meeting	250.00
Rentals	2,000.00
Personnel	27,000.00

Total Expenses: 39,150.00

Grant Request:	10000.00
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Greater Tomball Area Chamber of Commerce
2021 Budget Overview
 January through December 2021

	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	TOTAL <u>Jan - Dec 21</u>
Ordinary Income/Expense													
Income													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	3,000.00	1,000.00		500.00		3,000.00			500.00				8,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday						1,800.00	1,800.00	2,000.00	2,400.00	2,300.00	2,000.00	2,000.00	14,300.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Interest Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Membership Dues													
New	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	4,000.00	3,500.00	3,500.00	4,500.00	4,500.00	4,500.00	4,500.00	54,000.00
Allowance Non-Renewal	-4,384.33	-8,944.33	-1,879.33	-1,490.08	-1,796.08	-2,699.33	-2,218.58	-2,161.33	-2,837.08	-3,110.83	-2,087.58	-1,929.58	-35,538.50
Renewal	43,843.33	89,443.33	18,793.33	14,900.83	17,960.83	26,993.33	22,185.83	21,613.33	28,370.83	31,108.33	20,875.83	19,295.83	355,384.96
Total Membership Dues	44,459.00	85,499.00	21,914.00	18,410.75	21,164.75	28,294.00	23,467.25	22,952.00	30,033.75	32,497.50	23,288.25	21,866.25	373,846.46
Miscellaneous Income	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Publications/Products													
Magazine/Map/Website	500.00	3,500.00	1,500.00	8,500.00	3,000.00		500.00			500.00			18,000.00
Total Publications		3,500.00	1,500.00	8,500.00	3,000.00	0.00	500.00	0.00	0.00	500.00	0.00	0.00	17,500.00
Special Events													
Banquet		10,000.00											10,000.00
Golf Classic		5,000.00	20,000.00										25,000.00
Tomball Night						6,000.00	11,000.00	4,000.00					21,000.00
Holiday Parade									3,000.00	10,000.00	12,000.00		25,000.00
Miss Tomball Pageant									4,000.00	13,000.00	8,000.00		25,000.00
Total Special Events	0.00	15,000.00	20,000.00	0.00	0.00	6,000.00	11,000.00	4,000.00	7,000.00	23,000.00	20,000.00	0.00	106,000.00
Total Income	<u>56,764.00</u>	<u>114,304.00</u>	<u>52,719.00</u>	<u>36,715.75</u>	<u>33,469.75</u>	<u>48,399.00</u>	<u>46,072.25</u>	<u>38,257.00</u>	<u>84,238.75</u>	<u>67,602.50</u>	<u>54,693.25</u>	<u>33,271.25</u>	<u>666,506.46</u>
Total Income	<u>56,764.00</u>	<u>114,304.00</u>	<u>52,719.00</u>	<u>36,715.75</u>	<u>33,469.75</u>	<u>48,399.00</u>	<u>46,072.25</u>	<u>38,257.00</u>	<u>84,238.75</u>	<u>67,602.50</u>	<u>54,693.25</u>	<u>33,271.25</u>	<u>666,506.46</u>
Gross Profit	56,764.00	114,304.00	52,719.00	36,715.75	33,469.75	48,399.00	46,072.25	38,257.00	84,238.75	67,602.50	54,693.25	33,271.25	666,506.46
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	2,650.00	31,800.00
Reimbursed by tenants	-1,400.00	-600.00	-600.00	-1,100.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,700.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Building Expense	<u>3,735.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>4,035.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>3,935.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>3,935.00</u>	<u>4,535.00</u>	<u>4,535.00</u>	<u>51,920.00</u>

Greater Tomball Area Chamber of Commerce
2021 Budget Overview
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	<u>Jan 21</u>	<u>Feb 21</u>	<u>Mar 21</u>	<u>Apr 21</u>	<u>May 21</u>	<u>Jun 21</u>	<u>Jul 21</u>	<u>Aug 21</u>	<u>Sep 21</u>	<u>Oct 21</u>	<u>Nov 21</u>	<u>Dec 21</u>	<u>TOTAL</u> <u>Jan - Dec 21</u>
Accounting Expense		200.00	2,000.00	2,000.00	2,000.00	2,000.00		7,000.00			2,300.00		17,500.00
Advertising							500.00	500.00			1,000.00	500.00	2,500.00
Bad Debt Expense	2,775.00	2,775.00	3,000.00	2,775.00	3,000.00	2,775.00	2,775.00	2,775.00	2,775.00	2,775.00	2,775.00	4,250.00	35,225.00
Health & Wellness			1,000.00				1,000.00	2,500.00		1,500.00			6,000.00
First Friday						2,200.00	2,200.00	1,700.00	2,500.00	2,100.00	2,200.00	2,000.00	14,900.00
Networking Breakfast	200.00	200.00	300.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,500.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Board of Directors	300.00	100.00				200.00	200.00		3,000.00	3,700.00			7,500.00
Dues and Subscriptions	2,472.00							750.00			584.00		3,806.00
Employee Expense													
SUTA	80.00	50.00	25.00	10.00									165.00
Development	600.00	550.00	500.00	500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			9,000.00
FUTA	73.00	40.00	30.00	25.00									168.00
Group Insurance	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	3,942.00	4,500.00	4,500.00	4,500.00	48,978.00
Payroll Services	390.00	450.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	4,740.00
Payroll Taxes	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,500.00	2,000.00	18,000.00
Salaries													
TACC	20,000.00	20,500.00	20,500.00	20,000.00	20,000.00	20,000.00	20,000.00	20,500.00	20,000.00	20,000.00	21,500.00	20,000.00	243,000.00
Bonus												12,150.00	12,150.00
Contract Labor	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	4,500.00
Total Salaries	<u>20,375.00</u>	<u>20,875.00</u>	<u>20,875.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>20,875.00</u>	<u>20,375.00</u>	<u>20,375.00</u>	<u>21,875.00</u>	<u>32,525.00</u>	<u>259,650.00</u>
Total Employee Expense	26,910.00	27,357.00	27,212.00	26,692.00	27,657.00	28,157.00	27,707.00	26,657.00	26,457.00	28,215.00	28,265.00	39,415.00	340,701.00
Insurance													
Worker's Compensation	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	45.83	549.96
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	621.16	7,453.92
Total Insurance	<u>820.65</u>	<u>9,847.80</u>											
Membership/Misc. Expense	1,000.00	3,000.00	1,500.00	500.00	500.00	500.00	1,000.00	1,600.00	1,700.00	1,500.00	500.00	1,500.00	14,800.00
Office Equipment Expense													
Database		3,500.00											3,500.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	1,000.00	800.00	1,500.00	600.00	500.00	800.00	1,200.00	1,000.00	700.00	1,000.00	1,000.00	700.00	10,800.00
Pitney Bowes	492.30			581.60			492.30			492.30			2,058.50
Total Office Equip Expense	<u>1,792.30</u>	<u>5,500.00</u>	<u>1,800.00</u>	<u>1,481.60</u>	<u>800.00</u>	<u>1,100.00</u>	<u>1,992.30</u>	<u>1,300.00</u>	<u>1,000.00</u>	<u>1,792.30</u>	<u>1,300.00</u>	<u>1,000.00</u>	<u>20,858.50</u>
Office Supplies	300.00	600.00	300.00	500.00	400.00	1,000.00	600.00	300.00	400.00	500.00	800.00	600.00	6,300.00
Postage & Delivery	500.00	300.00	800.00	1,500.00	0.00	700.00	0.00	0.00	500.00	1,500.00	0.00	500.00	6,300.00
Property Tax Expense	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	1,286.87	15,442.44
Income Tax Expense	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
Rent	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00

Greater Tomball Area Chamber of Commerce
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Special Events													
Banquet		10,000.00											10,000.00
Golf Classic	250.00		1,000.00	6,750.00									8,000.00
Tomball Night					2,000.00		4,000.00	4,000.00					10,000.00
Holiday Parade											15,500.00	1,000.00	16,500.00
Miss Tomball Pageant													
Scholarship Expense											4,000.00		4,000.00
Pageant - Other										500.00	5,500.00	2,500.00	8,500.00
Total Miss Tomball										<u>500.00</u>	<u>9,500.00</u>	<u>2,500.00</u>	<u>12,500.00</u>
Total Special Events	<u>250.00</u>	<u>10,000.00</u>	<u>1,000.00</u>	<u>6,750.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>4,000.00</u>	<u>0.00</u>	<u>500.00</u>	<u>25,000.00</u>	<u>3,500.00</u>	<u>57,000.00</u>
Telephone Expenses	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	565.00	6,780.00
Travel & Entertainment	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Total Expense	<u>44,126.82</u>	<u>58,459.52</u>	<u>47,339.52</u>	<u>50,326.12</u>	<u>44,984.52</u>	<u>47,259.52</u>	<u>50,001.82</u>	<u>57,709.52</u>	<u>46,959.52</u>	<u>52,109.82</u>	<u>73,351.52</u>	<u>61,892.52</u>	<u>634,520.74</u>
Net Ordinary Income	<u>12,637.18</u>	<u>55,844.48</u>	<u>5,379.48</u>	<u>-13,610.37</u>	<u>-11,514.77</u>	<u>1,139.48</u>	<u>-3,929.57</u>	<u>-19,452.52</u>	<u>37,279.23</u>	<u>15,492.68</u>	<u>-18,658.27</u>	<u>-28,621.27</u>	<u>31,985.72</u>
Principal Building Payment	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u><u>7,932.18</u></u>	<u><u>51,139.48</u></u>	<u><u>674.48</u></u>	<u><u>-18,315.37</u></u>	<u><u>-16,219.77</u></u>	<u><u>-3,565.52</u></u>	<u><u>-8,634.57</u></u>	<u><u>-24,157.52</u></u>	<u><u>32,574.23</u></u>	<u><u>10,787.68</u></u>	<u><u>-23,363.27</u></u>	<u><u>-33,326.27</u></u>	<u><u>-24,474.28</u></u>

Narrative Questions:

1. Describe the history and purpose of the organization.

Answer: The Greater Tomball Area Chamber of Commerce provides resources and empowers Tomball businesses to prosper. The value of being a GTACC member is evidenced with research by the Shapiro Group, which shows a 63 percent increase in repeat business due to chamber membership. Moreover, the GTACC directly impacts the Tomball area by fostering partnerships and being visible in the community with annual events like the 2022 Tomball Night.

Incorporated in 1965, the Greater Tomball Area Chamber of Commerce has a history that began in the 1920s. The Chamber has a reputation for actively representing and promoting the interest of its members. As well, the Chamber is recognized throughout the region and the state for its passionate promotion of the greater Tomball community.

The GTACC sponsors and organizes Tomball Night, the event which this application represents. Recognized by the *Houston Business Journal* as an outstanding city-wide marketing event, Tomball Night, on the first Friday in August, features an exciting evening for the entire family with a unique nighttime parade including lighted floats, followed by fireworks. Tomball area stores and shops remain open after hours and go all out to attract customers with door prizes, refreshments, and free live entertainment.

2. Describe how any grant funds will be used.

Answer: Grant funds would be used to reimburse the GTACC for Tomball Night-related expenses. The GTACC promotes sponsoring and participating Tomball businesses and organizations through newspaper ads, articles, social media posts and magazine features. In addition, funds are used to promote the event itself.

3. List the programs and activities for the grant year.

Answer: The Tomball Night organizers, headed by Chair Rob Greening, have been at work this year with the goal to make this year's event truly outstanding. Not only are Tomball businesses and retailers encouraged to participate, but they are encouraged to stand out by hosting independent events and contests.

A well-coordinated GTACC/local retail media campaign will get the word out to neighboring communities and be used to promote the eagerly anticipated "Mystery Shopper" competition that challenges participants, and rewards the winners with cash prizes.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

Answer: Tomball Night is a single yearly event. This year Tomball Night will take place on Friday, August 5, beginning at 5 p.m. Tomball Night attendance is anticipated to increase, compared to 2021 as a result of social restrictions being lifted. The Parade of Lights had the most participants and the largest crowd we have seen in 2021 and we anticipate this year to be just as successful based on the number of applicants for the parade and the number of inquiries received by attendees.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Answer: The 2022 Tomball Night and Parade of Lights qualifies for use of the Hotel Occupancy Tax, Chapter 351.002 with three of the five criteria listed by the City of Tomball for this funding request/report; in particular Listings 3,4 and 6. GTACC advertises, solicits and promotes this event in the city of Tomball to attract tourists and potential convention delegates or registrants to the city. The Tomball Night event encourages and promotes the arts including instrumental and vocal music, dance, drama, folk art, and many other forms of art and music by featuring organizations and individuals in the nighttime lighted parade. As well, the event hosts several venues for musical performers and artists including live entertainment and live demonstrations of various art mediums. Finally, the Tomball Night qualifies under Listing 6 with day-to-day operations at the GTACC including supplies, salaries, office space, travel expenses and other administrative costs directly incurred in the promotion and organization of the event and parade.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

Answer: Tomball Night will be advertised in several hard copy and online publications including *The Houston Chronicle*, *The Tomball Potpourri* and *The Magnolia Potpourri*. Also, social media marketing efforts were increased this year including boosting Tomball Night posts and increasing the social media platforms in which the event is promoted.

The GTACC evaluates the 2022 Tomball Night publicity efforts by tracking when and where an article, photo or other event promotion is published. Marketing of Tomball Night has been positively impacted each year when the Houston Business Journal publishes its Book of Lists which included the event, due to its previous success in attracting large crowds.

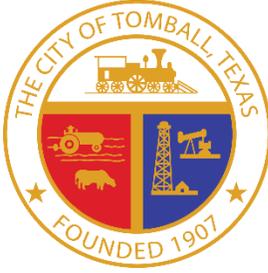
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

Answer: The public benefits to the City of Tomball resulting from the 2022 Tomball Night are many. Expanding the city's current focus to "Walk Tomball," this event will bring a throng of people to the streets of Tomball with an end-of-summer celebration suitable for all ages. Visitors to the city are exposed to all that Tomball has to offer, including its Depot plaza, historic district, Market Street antique district and numerous new shopping complexes. Additionally, civic booths manned by city service departments and organizations like the Tomball Public Works, Northwest Community Health, Tomball Fire Department and Tomball Police Department along with Lone Star College-Tomball and the GTACC help visitors become familiar with the city of Tomball, including its conference and meeting facilities. These visitors' exposure and anticipated shopping yields sales tax dollars for the city—something Tomball Night has a long history of producing throughout the weekend. This event includes a Health & Wellness Expo which showcases the amazing health and wellness resources in the Tomball area, thus highlighting Tomball's dedication to the overall wellbeing of its residents.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Answer: The 2022 Tomball Night brings tens of thousands to the city of Tomball. As the sponsoring agency and organizer of this event, the GTACC makes hotel, motel and restaurant

information readily available to callers who inquire about the event. Last year the GTACC received an estimated 120 calls inquiring about Tomball Night; local lodging information was given to all who called and brochures for local lodging and restaurants are available at the GTACC office located at 29201 Quinn Rd., Ste. B.



SPECIAL EVENT GUIDELINES & APPLICATION

CITY OF TOMBALL, TEXAS

Effective Date:

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the City of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the City of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to City Council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the City of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Sasha Smith – Marketing and Tourism Manager
401 Market Street
Tomball, Texas 77375
(281) 290-1003 | Email – ssmith@tomballtx.gov

SPECIAL EVENT APPLICATION

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

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

Today's Date: Saturday July 23, 2022

Event Date: Saturday October 8, 2022 Is this event co-sponsored by the City? Yes x No

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

Festival ___ Community Event X Arts & Crafts Event ___ Music Event ___ Other (specify) ___

1. Event title: Classic Car Day at The Tomball Museum
Sponsoring entity: Tomball Museum
2. Is this organization based in Tomball: Yes X No ___
3. Is this organization *non-profit* X or *for-profit* ___ *Attach 501 (c) (3) tax exemption if applicable
*see point 10.
4. Contact:
Museum Building Contact/President Contact: 281-255-2148/281-831-0738
Event Coordinator Contact: Liz Peltier Phone: 832-928-1807
5. Museum Contact address: Tomball Museum Center, 510 N Pine St. Tomball TX 77375
6. Contact email:
Museum President: Henry Reid: henryreid4466@gmail.com
Event Coordinator: Elizabeth Peltier: elizabethpeltier13@yahoo.com
7. Event date: Saturday October 8, 2022
8. Event times: Start:10AM Finish: 2PM Set-up 8AM or prior day evening
Breakdown immediately after event, 2:15PM
9. Is this event for charity? Yes x No x
*I selected "yes" and "no" due to the fact that the event itself is not raising funds or charging for admission that will go towards our non-profit aka the museum, however if individuals purchase a museum membership that day, then those proceeds will go to the museum therefor making it a charitable event.
10. If yes, what charity? Tomball Museum Center (if applicable) x
11. If yes, what percentage of net proceeds will be donated to the charity? If this is considered a charity event due to the membership fees going to the nonprofit, aka our museum, then 100% will go directly to our museum.
12. On-site contact:
Event Coordinator: Liz Peltier Mobile Phone: 832-928-1807
Museum President: Henry Reid Mobil Phone: 281-831-0738
13. Estimated number of attendees: 200-300
14. Detailed site map in attached: Yes X (see attached PP created by committee member, red lines are where we are requesting possible barricades) No ___
15. Is this event open to the public: Yes X No ___
16. Admission fee: \$ _____ Free X

17. Time at which event staff will begin to arrive: Set up for event will likely semi occur the night prior, however the completion to set up will start around 8:30-9AM on October 8.
18. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial: HR
The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial: HR
19. Name of insurance carrier: Texas Worldwide Insurance Agency
20. Are Fireworks included in your event? X No _____ Yes (Must submit Fireworks Event Application)

I am formally submitting this application on behalf of the Tomball Museum in order to hopefully request some assistance from the city for our event. This event is a Classic Car Social that showcases various antique time period specific vehicles that are specific to the time periods of several of our buildings on site. We hope that by having this car social we can showcase the museum and in turn draw a larger crowd out to our grounds. I am already in contact with Tomball First Baptist, and they have allowed us to use their parking lots for the antique vehicles and for event parking. That being said, my request for this event, if possible, is that we:

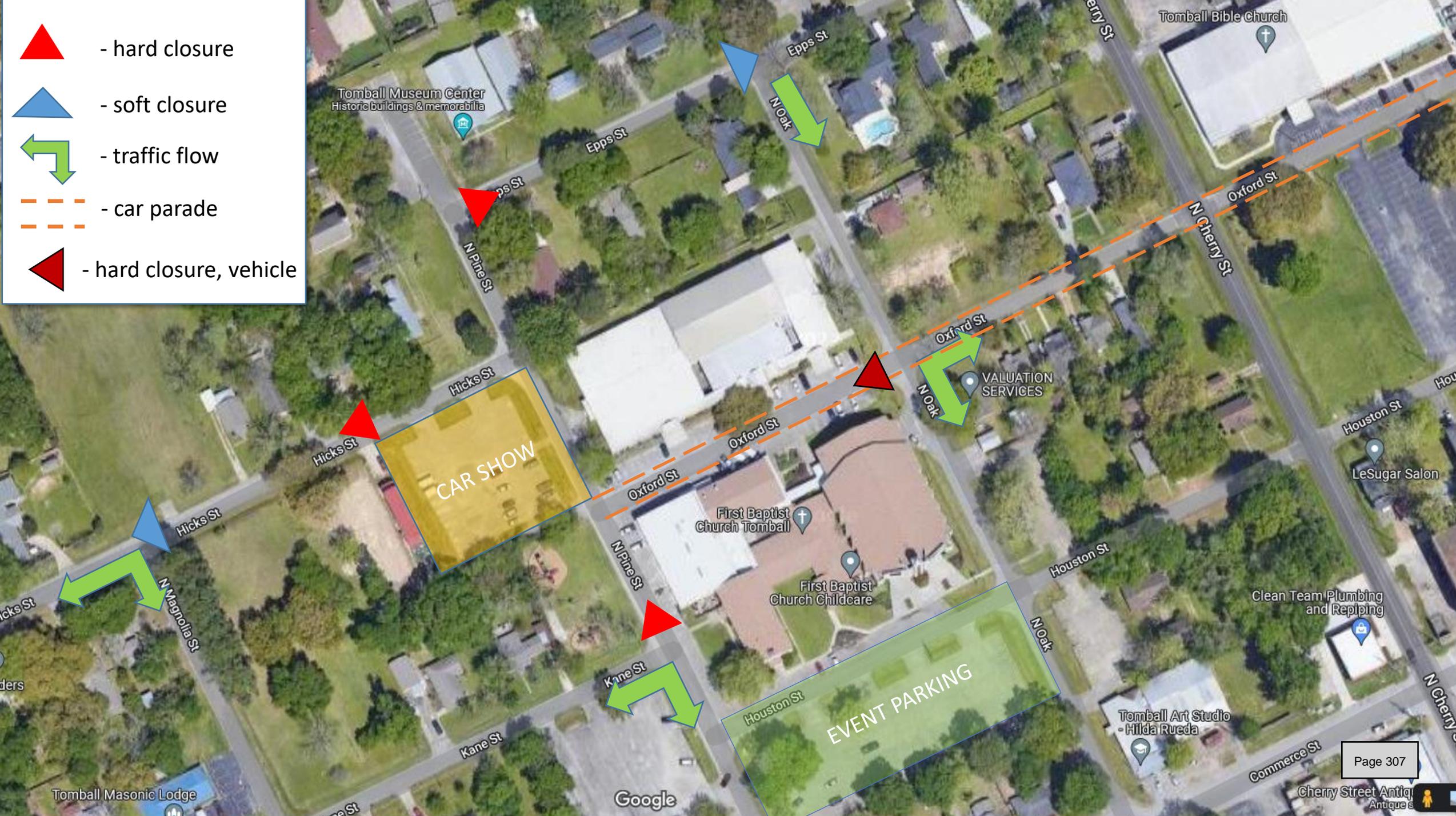
- may borrow a tent and tables and chairs from the city so that our attendees have somewhere to sit in a shaded area while they enjoy the food trucks we will have on site (I noted that we hope to have around 200 out for the event, but we in no way need this many chairs).
- may have the city allow us to block off the start of specific streets (see red detailing on map) so that foot traffic from the museum to the TFB parking lots flows more safely.
- may have the city allow us to have a couple of on-site police officers to monitor crowd activity.

Thank you for taking the time to consider our application. If you have any concerns or questions please feel free to contact the event coordinator, Elizabeth Peltier.

Signature: Elizabeth Peltier and Henry Reid

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

-  - hard closure
-  - soft closure
-  - traffic flow
-  - car parade
-  - hard closure, vehicle



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Request by Tomball High School for In-Kind Services from Police, Fire and Public Works for the 15th Annual Homecoming Parade & Community Rally at the Depot on Wednesday, October 5, 2022

Background:

Tomball High School respectfully requests the opportunity to host its 15th Annual Homecoming Parade & Community Rally on Wednesday, October 5, 2022, beginning at 6:00 p.m. and ending at 8:00 p.m. Participants in this event will include the 9th-12th grade students, faculty, and staff of Tomball High School as well as students, faculty, and staff affiliated with the schools in the THS feeder pattern.

It is a well publicized community event that is open to the public and is free to attend. This event begins with a parade that starts at Tomball Intermediate School and proceeds east down Main Street entering the park area by the Train Depot at S. Elm Street.

This event will culminate in a community pep rally that takes place on the pad site immediately in front of The Depot and will include special introductions of TISD Administration and Executive Team, the 2022 Homecoming Court, and the various teams representing THS fall sports.

We would like to request that setup begin as early as 3:30 p.m. and that cleanup be allowed until 9:00 p.m. No goods and services will be sold on location, but we would like to request permission to place tents around the park's perimeter for fall sports teams to gather prior to the rally if requested.

Origination: Tomball High School

Recommendation:

Approval

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

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



SPECIAL EVENT APPLICATION

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

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

Date: 6/13/2022 Is this event Co-City sponsored? Yes ___ No X

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

Festival ___ Community Event X Arts & Crafts Event ___ Music Event ___ Other (specify) ___

Event title: Tomball High School's 15th Annual Homecoming Parade + Pep Rally

1. Sponsoring entity: Tomball HS Student Council
2. Is this organization based in Tomball: Yes X No ___
3. Is this organization *non-profit* X or *for-profit* ___ *Attach 501 (c) (3) tax exemption if applicable
4. Contact: Mark Vierkant Phone: 281-357-3220 ext. 2215
5. Contact address: THS 30330 Quinn Rd, Tomball, TX 77375
6. Contact email: mark.vierkant@tomballisd.net
7. Event date: Wednesday, October 5, 2022
8. Event times: Start 6:00 pm Finish 8:00 pm Set-up 3:30 pm Breakdown 9:00 pm
9. Event location: Tomball Intermediate School to the Depot
10. Is this event for charity? Yes ___ No X
11. If yes, what charity? _____ Tax ID _____
12. If yes, what percentage of net proceeds will be donated to the charity? _____
13. On-site contact: Mark Vierkant Mobile Phone: 281-433-6699
14. Estimated number of attendees: 2,000
15. Detailed site map in attached: Yes X No ___
16. Is this event open to the public: Yes X No ___
17. Admission fee: \$ _____ Free X
18. Time at which event staff will begin to arrive: 3:30 pm
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial MBV
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial MBV
21. Name of insurance carrier: TASB Risk Management Fund
22. Organization has secured date with the Public Works Dept. and has paid deposit. N/A

Signature: [Handwritten Signature]

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

**Tomball High School's
15th Annual Homecoming Parade
& Community Rally Proposal**

Tomball High School respectfully requests the opportunity to host its 15th Annual Homecoming Parade & Community Rally on Wednesday, October 5, 2022, beginning at 6:00 pm and ending at 8:00 pm. Participants in this event will include the 9th-12th grade students, faculty, and staff of Tomball High School as well as students, faculty, and staff affiliated with the schools in the THS feeder pattern. It is a well publicized community event that is open to the public and is free to attend. This event begins with a parade that starts at Tomball Intermediate School and proceeds east down Main Street entering the park area by The Train Depot at S. Elm Street. This event will culminate in a community pep rally that takes place on the pad site immediately in front of The Depot and will include special introductions of TISD Administration and Executive Team, the 2019 Homecoming Court, and the various teams representing THS fall sports. We would like to request that set up begin as early as 3:30 and that clean up be allowed until 9 pm. No goods and services will be sold on location, but we would like to request permission to place tents around the park's perimeter for fall sports teams to gather prior to the rally if requested..

15th THS Homecoming Parade/Community Rally Wednesday, October 5, 2022

Parade Route

Participants will enter W. Main Street from School St. at 6:00 PM heading east to S. Elm where they will turn right to enter The Train Depot area, followed by another right turn onto Market Street. The pep rally will begin at The Train Depot at approximately 7:00 PM and should end at approximately 7:45 PM.





TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

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

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

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

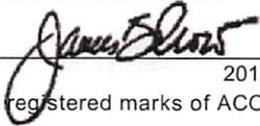
PRODUCER	CONTACT NAME: Wesley Aycock
	PHONE (A/C. No. Ext): 800-482-7276 PHONE (A/C. No. Ext): 512-467-3645
	E-MAIL ADDRESS: Wesley.aycock@tasb.org
	PRODUCER CUSTOMER ID:
RISK POOL AFFORDING COVERAGE	
COVERED ENTITY / PERSON Tomball ISD Steven Gutierrez 310 S Cherry St Tomball, TX 77375-5529	RISK POOL A: TASB Risk Management Fund
	RISK POOL B:
	RISK POOL C:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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



TASB RISK MANAGEMENT FUND
DESIGNATED ADDITIONAL INSURED ENDORSEMENT

Program Participant: Tomball ISD

CD# 101921

Effective Date of Endorsement: August 6, 2018

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

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

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

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

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

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

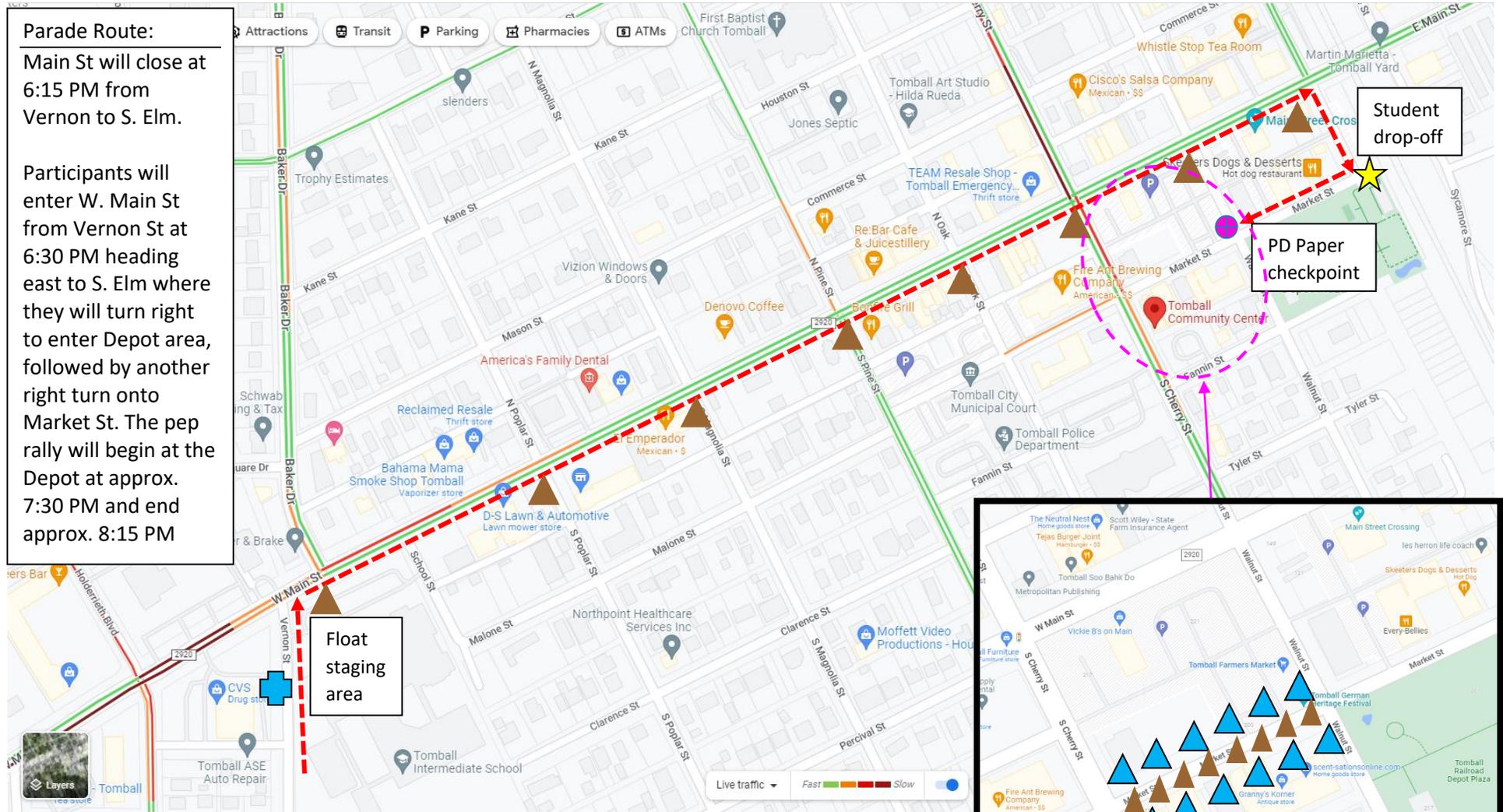
- In the event the limits of coverage for General Liability Coverage shown in the Contribution and Coverage Summary exceed the limits of liability required by the Contract Requiring Insurance, the coverage provided to a Designated Additional Insured shall be limited to the limits of liability required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

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

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

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

Tomball HS Homecoming Parade/Community Rally - Wednesday, October 5, 2022

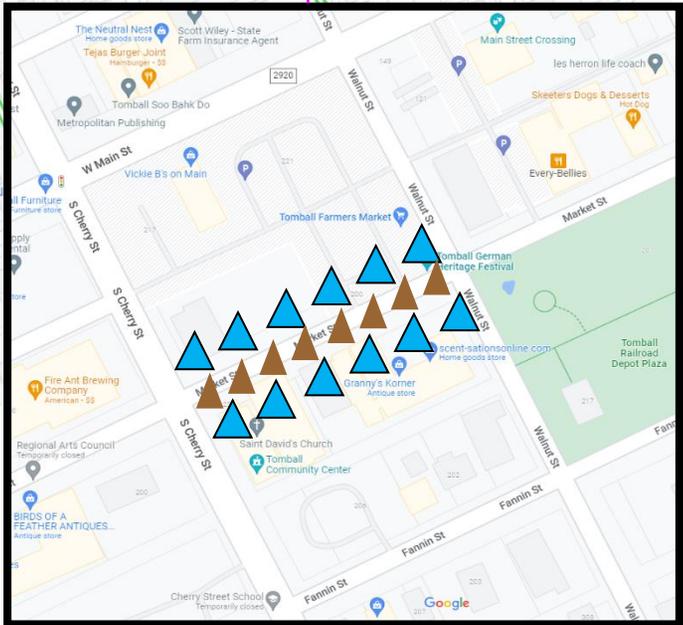


Parade Route:
 Main St will close at 6:15 PM from Vernon to S. Elm.
 Participants will enter W. Main St from Vernon St at 6:30 PM heading east to S. Elm where they will turn right to enter Depot area, followed by another right turn onto Market St. The pep rally will begin at the Depot at approx. 7:30 PM and end approx. 8:15 PM

Float staging area

Student drop-off

PD Paper checkpoint



-  Wood barricades
-  Water barricades

Market St to S. Cherry needs **WATER** barricades on BOTH left AND right side of the road with **WOODEN** in the middle

Public Parking
2-5p



Alley



Tax Office

Parking Lot

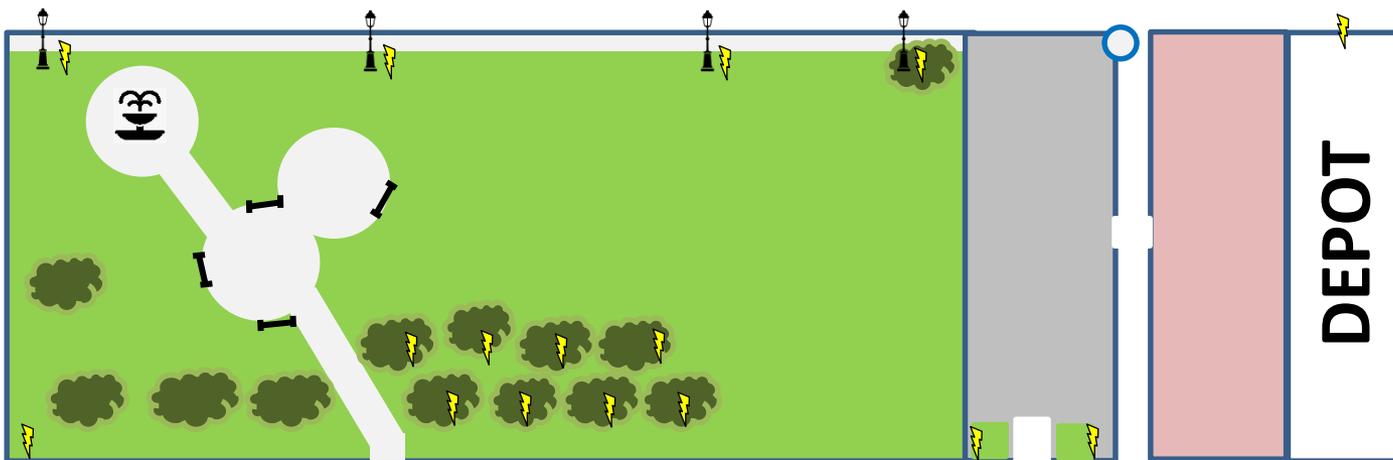
Barns at the Depot

JOES

S. Elm Street



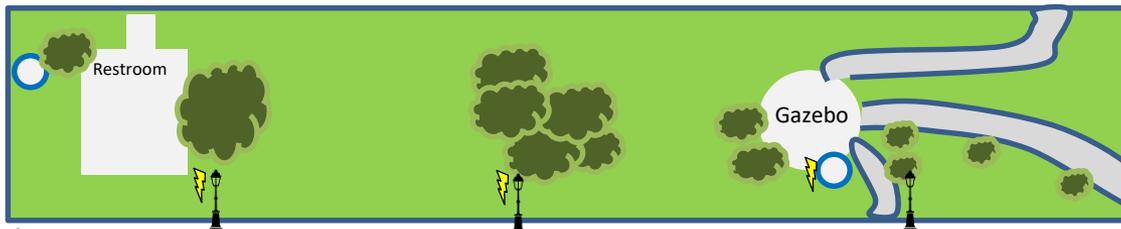
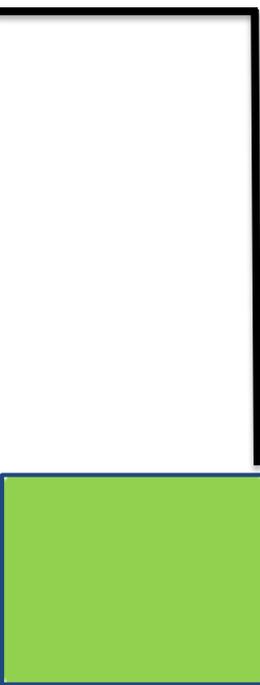
Market St



DEPOT

S. Walnut

Depot driveway

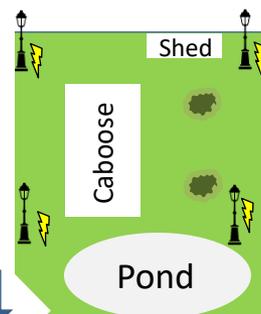


Restroom

Gazebo



Fannin Street



Shed

Caboose

Pond



Tomball HS Homecoming Parade
Wednesday, Oct 5 from 6:00 – 8:30 PM

Event participant parking in raised grassed area weather permitting

- Electricity
- Water
- Water barricade
- Wood barricade

209
Design

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Request from Tomball Sister City Organization for City Support and In-Kind Services for the German Christmas Market – Depot Plaza and Market Street – December 9-11, 2022

Background:

Event Information: The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. Origination: Tomball Sister City Organization Recommendation: (see an attached list of in-kind requests for details)

Origination:

Recommendation:

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

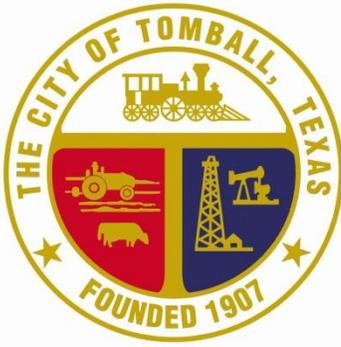
FUNDING (IF APPLICABLE)

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



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



July 2022

Honorable Mayor and City Council

Re: Request for Support of the 14th Annual Tomball German Christmas Market

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2022 TGCM, Thursday, December 08, 2022, through Sunday, December 11, 2022.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (11) employees for Saturday, 8:00 am - 11:00 pm

Eleven (11) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

10 (10) Officers for Friday, 5:00 pm - 11:00 pm

10 (10) Officers for Saturday, 9:00 am - 11:00 pm

10 (10) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

Fire Department:

Two (2) Firefighter/EMTs for Friday, 5:00 pm - 11:00 pm

Two (2) Firefighter/EMTs for Saturday, 9:00 am - 11:00 pm

Two (2) Firefighter/EMTs for Sunday, 10:00 am - 6:00 pm

1 Special Event Vehicle (Fire) for duration of event

2. Facilities

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

Four (4) 40-yard roll-off and Four (4) 8-yard dumpsters.

Seventy (70) trash barrels with 500 liners

Thirty (30) barricades, sixteen (16) traffic cones

Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection

Two (2) City owned Generators & Light Towers

Fuel Top-off for Generators from City's Fuel supply

Two (2) police towers

4. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following. 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as Approved by TAC Board.

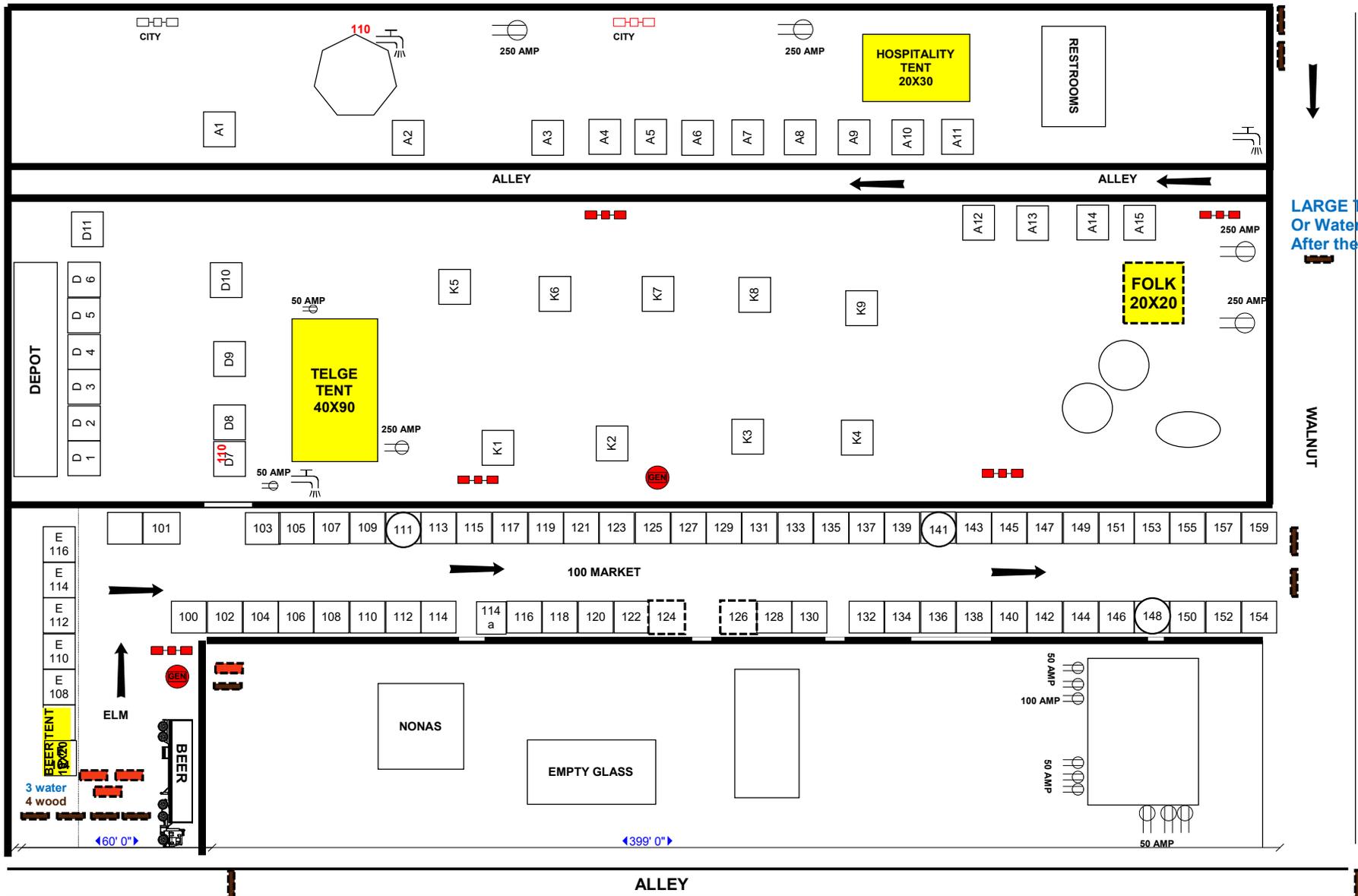
(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,
Craig Bogner

Tomball Sister City Organization



400 BLOCK

POLICE

CITY HALL

BUS DROP OFF

CITY LOT

- 401 403 405 407 409 411
- HANDI
- 413 415 417 419 421 423 425 427 429 431 433

- O 118
- O 116
- O 114
- O 112
- O 110
- O 108
- O 106
- O 104
- O 102
- O 100

- O 109
- O 107
- O 105

BEER

- P10 P11 P12 P13 P8

- P9 P8
- P14 P15
- P7 P6
- P16 P17

7 WATER
Fill Friday Morning

400 TENT

400 STAGE

7 WATER
Fill Friday Morning

POTACANS
4 WATER
Fill Friday Morning
IF PORT A CANS ARE THERE

OAK

1 WOOD

CURB

PINE

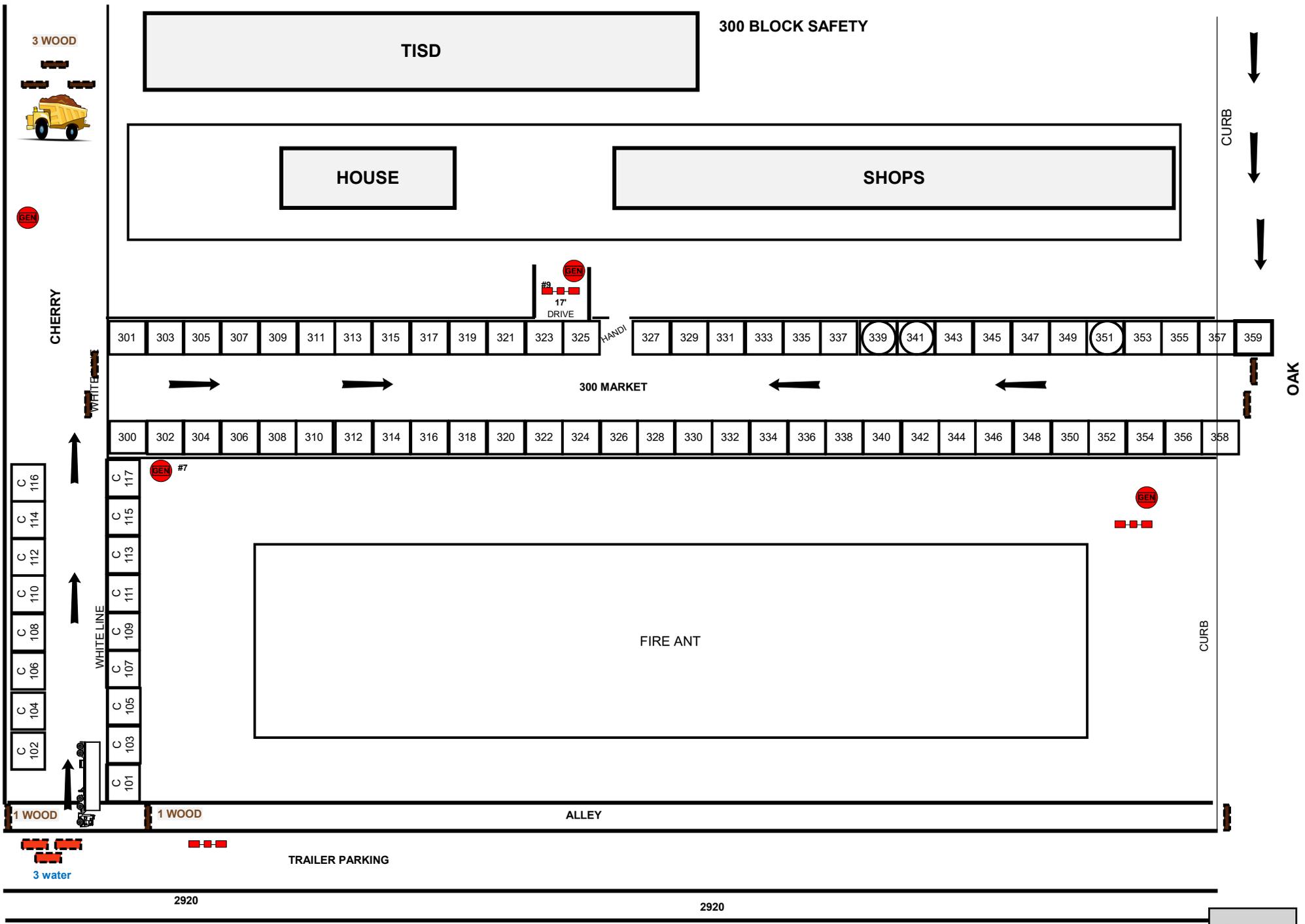
2 WOOD

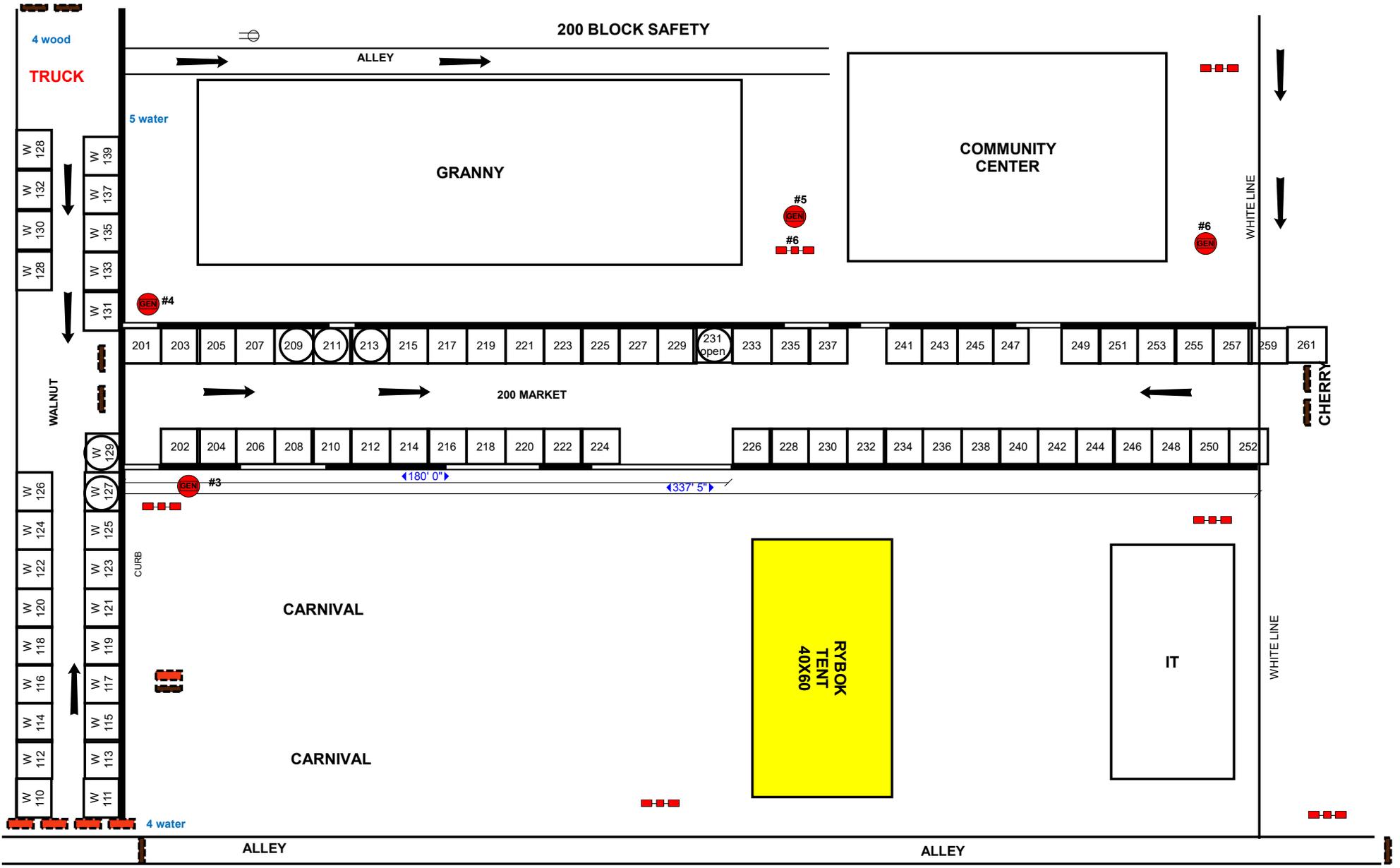
2 WOOD

1 WOOD

2920

2920





City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.076 – Deliberation Regarding Security Devices Or Security Audits

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Doris Speer 9-13-2022 Approved by _____
Staff Member Date City Manager Date

ERROR: undefined
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City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Resolution No. 2022-43, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2023 General Assembly

Background:

The Houston-Galveston Area Council requests this appointment annually. Each member home rule city under 25,000 population as of the most recent Census is entitled to designate one representative and one alternate to the H-GAC General Assembly.

Beginning in 2010, Council has designated Councilman Townsend as the Representative and Councilman Stoll as the Alternate Representative to the H-GAC General Assembly.

In making the motion, the names of the Representative and Alternate Representative must be stated.

H-GAC has requested designation of the City's representatives as quickly as possible.

The representatives designated by Council are encouraged to attend a dinner meeting of Home Rule cities on Thursday, November 3, 2022 from 6:30 pm to 9:00 pm., at the Embassy Suites Houston West-Katy (16435 Katy Freeway, Houston, TX 77094). There, the representatives will elect the 2023 Home Rule Cities' representatives to the H-GAC Board of Directors.

Origination: Chuck Wemple, Executive Director, Houston-Galveston Area Council

Recommendation:

Approve Resolution No. 2022-43, Designating Representative and Alternate Representative for H-GAC 2023 General Assembly.

Party(ies) responsible for placing this item on agenda: Doris Speer, 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 Doris Speer
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

RESOLUTION NO. 2022-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, FOR THE DESIGNATION OF ITS REPRESENTATIVE AND ALTERNATE FOR THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY

* * * * *

BE IT RESOLVED, by the Mayor and City Council of Tomball, Texas, that _____, Councilman, Position ____, of the City of Tomball, be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2023.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative is unable to attend, become ineligible, or should he/she resign, is _____, Councilman, Position ____, of the City of Tomball.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 19TH DAY OF SEPTEMBER 2022.

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

Lori Klein Quinn
Mayor

ATTEST:

Doris Speer
City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Applications for Grants from FY 2022-2023 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$35,000; Spring Creek County Historical Association, \$35,000; Tomball Sister City Organization, \$160,000; and Houston Repertoire Ballet, \$19,000

Background:

The Tourism Advisory Committee approved the FY 2022-2023 HOT fund grant applications on July 26, 2022. This included the following applications:

- **Greater Tomball Area Chamber of Commerce – \$35,000 Total**
 - Visitors Center – \$10,000
 - Holiday Parade – \$15,000
 - Tomball Night – \$10,000
- **Spring Creek County Historical Association – \$35,000 Total**
 - Operations Activities – \$30,000
 - Car Social – \$5,000
- **Tomball Sister City Organization – \$160,000 Total**
 - German Christmas Market – \$80,000
 - German Heritage Festival – \$80,000
- **Houston Repertoire Ballet – \$19,000 Total**
 - Nutcracker Performance – \$19,000

Origination: HOT Grant applicants

Recommendation: N/A

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-63XX
If no, funds will be transferred from account # _____ To account # _____

Signed Katherine Tapscott, CPA 9/6/2022 Approved by _____
Finance Director Date City Manager Date



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Greater Tomball Area Chamber of Commerce

Organization Director: Bruce Hillegeist

Project or Event for which funding is requested: Visitor Center

Date of Event: Monday-Friday 8am-5pm

Description of project or event for which funding is requested: servicing the public with questions about Tomball

Location of project or event: 29201 Quinn Road, Suite B, Tomball, TX 77375

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2022-2023</u>	<u>\$ 10,000</u>
Amount Received for Previous Fiscal Year:	<u>2021-2022</u>	<u>\$ 10000</u>
% increase requested over last year's grant:	<u>0</u> %	

Organization Budget Summary for Previous Fiscal Year 2022 Budget Attached

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization’s adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
<u>Concessions</u>	_____
<u>Memberships</u>	_____
<u>Subscriptions</u>	_____
<u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?

Explain the basis for your answer to the preceding question: 500 annually, with numerous daily calls and walk in customers; 500 is a conservative estimate

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes, every day people ask the staff for hotel options in the area and for activities to do while in town

Organization Contact Name: Brandy Beyer, Vice President

Title: Brandy Beyer, Vice President

Address: Brandy Beyer, Vice President

Phone Number: Brandy Beyer, Vice President

Contact's Signature: Brandy Beyer

Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:11:00 -0500

Date: 07/15/2022



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Brandy Beyer Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of
Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:13:35 -05'00'

Signature of Authorizing Official

07/15/2022

Date

Brandy Beyer

Typed Name

Vice President

Title within Organization

281.351.7222

Telephone

bbeyer@tomballchamber.org

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insured” in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization’s insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Visitor Center Budget

Rent	25,974.00
CAM Expense	12,000.00
Office Supplies/Postage	1,200.00
Personnel	29,000.00

Total Expenses: 68,174.00

Grant Request: 10,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Ordinary Income/Expense													
Income													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness		1,000.00			1,000.00	4,000.00	1,000.00			1,000.00			8,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday	2,000.00	2,200.00	2,200.00	2,000.00	2,000.00	1,800.00	1,800.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	5,500.00	400.00	400.00	400.00	9,900.00
Interest Income	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	2,280.00
Membership Dues													
New	8,000.00	10,000.00	9,000.00	9,000.00	8,000.00	6,000.00	6,000.00	8,000.00	8,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Allowance Non-Renewal	-4,177.75	-6,612.75	-1,731.00	-2,208.50	-1,484.50	-2,289.00	-2,205.25	-2,314.75	-3,393.25	-3,412.00	-2,173.50	-2,383.75	-34,386.00
Renewal	41,777.50	66,127.50	17,310.00	22,085.00	14,845.00	22,890.00	22,052.50	23,147.50	33,932.50	34,120.00	21,735.00	23,837.50	343,860.00
Total Membership Dues	45,599.75	69,514.75	24,579.00	28,876.50	21,360.50	26,601.00	25,847.25	28,832.75	38,539.25	40,708.00	29,561.50	29,453.75	409,474.00
Miscellaneous Income	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	4,260.00
Publications/Products													
Magazine/Map/Website	1,000.00		9,000.00	1,250.00			1,000.00	1,000.00		750.00			14,000.00
Total Publications	1,000.00	0.00	9,000.00	1,250.00	0.00	0.00	1,000.00	1,000.00	0.00	750.00	0.00	0.00	14,000.00
Special Events													
Tomball Together/Tidings					10,000.00							6,000.00	16,000.00
Banquet	5,000.00	17,000.00											22,000.00
Golf Classic		6,000.00	20,000.00										26,000.00
Tomball Night						8,000.00	15,000.00	6,000.00					29,000.00
Holiday Parade									3,000.00	10,000.00	12,000.00		25,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	5,000.00	23,000.00	20,000.00	0.00	10,000.00	8,000.00	15,000.00	6,000.00	7,000.00	28,000.00	25,000.00	6,000.00	153,000.00
Total Income	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Total Income	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Gross Profit	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	2,650.00	23,275.00
Reimbursed by tenants	-1,400.00	-600.00	-700.00	-1,100.00	-700.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,900.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Total Building Expense	3,140.00	3,940.00	3,840.00	3,440.00	3,840.00	3,940.00	3,340.00	3,940.00	3,940.00	3,340.00	3,940.00	4,715.00	45,355.00
Accounting Expense		200.00	2,000.00		2,000.00						2,400.00		6,600.00
Advertising							1,000.00	500.00			1,000.00	500.00	3,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	50,000.00
Past Due Collections	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Health & Wellness		1,000.00				1,000.00		3,000.00		1,000.00			6,000.00
First Friday	2,100.00	2,300.00	2,300.00	2,100.00	2,100.00	1,900.00	1,900.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	25,200.00
Networking Breakfast	100.00	100.00	150.00	100.00	100.00	150.00	100.00	100.00	150.00	100.00	150.00	200.00	1,500.00
Women's Committee	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	400.00	400.00	400.00	4,900.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Board of Directors	300.00	100.00				200.00	200.00		3,000.00	3,700.00			7,500.00
Dues and Subscriptions	1,130.00	1,250.00						750.00			45.00	584.00	3,759.00
Employee Expense													
SUTA	150.00	150.00	100.00	100.00									500.00
Development	600.00	550.00	1,500.00	500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			10,000.00
FUTA	73.00	40.00	30.00	25.00									168.00
Group Insurance	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	33,744.00
Payroll Services	445.00	600.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	5,495.00
Payroll Taxes	1,250.00	1,300.00	1,250.00	1,300.00	1,250.00	1,250.00	1,250.00	1,300.00	1,250.00	1,250.00	1,300.00	1,250.00	15,200.00
Salaries													
TACC	20,500.00	21,000.00	20,500.00	21,000.00	20,500.00	20,500.00	20,500.00	21,000.00	20,500.00	20,500.00	21,000.00	20,500.00	248,000.00
Bonus												12,400.00	12,400.00
Contract Labor	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Total Salaries	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>33,100.00</u>	<u>262,800.00</u>
Total Employee Expense	26,030.00	26,652.00	26,837.00	26,382.00	26,707.00	27,207.00	26,757.00	25,757.00	25,507.00	26,707.00	25,757.00	37,607.00	327,907.00
Insurance													
Worker's Compensation	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	513.00
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	7,686.00
Total Insurance	<u>836.91</u>	<u>10,042.92</u>											
Membership/Misc. Expense	1,000.00	3,000.00	1,500.00	500.00	1,000.00	1,000.00	500.00	3,000.00	1,500.00	500.00	1,500.00	2,000.00	17,000.00
Office Equipment Expense													
Database		4,850.00											4,850.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	400.00	600.00	800.00	600.00	600.00	900.00	600.00	600.00	200.00	1,000.00	800.00	700.00	7,800.00
Pitney Bowes	528.30			581.60			528.30			528.30			2,166.50
Total Office Equip Expense	<u>1,228.30</u>	<u>6,650.00</u>	<u>1,100.00</u>	<u>1,481.60</u>	<u>900.00</u>	<u>1,200.00</u>	<u>1,428.30</u>	<u>900.00</u>	<u>500.00</u>	<u>1,828.30</u>	<u>1,100.00</u>	<u>1,000.00</u>	<u>19,316.50</u>
Office Supplies	300.00	1,000.00	100.00	500.00	300.00	200.00	200.00	700.00	200.00	400.00	1,000.00	200.00	5,100.00
Postage & Delivery	500.00	500.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00	100.00	3,000.00

Greater Tomball Area Chamber of Commerce
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Property Tax Expense	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	14,239.20
Income Tax Expense	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	5,676.00
Rent	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Special Events													
Tomball Together/Tidings					1,000.00								1,000.00
Banquet		11,000.00											11,000.00
Golf Classic	250.00		3,000.00	6,750.00									10,000.00
Tomball Night					2,000.00		4,000.00	4,000.00					10,000.00
Holiday Parade											15,500.00	1,000.00	16,500.00
Miss Tomball Pageant													
Scholarship Expense											4,000.00		4,000.00
Pageant - Other										500.00	12,500.00	3,000.00	16,000.00
Total Miss Tomball										<u>500.00</u>	<u>16,500.00</u>	<u>3,000.00</u>	<u>20,000.00</u>
Total Special Events	250.00	11,000.00	3,000.00	6,750.00	3,000.00	0.00	4,000.00	4,000.00	0.00	500.00	32,000.00	4,000.00	68,500.00
Telephone Expenses	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,600.00
Travel & Entertainment	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Total Expense	<u>45,484.81</u>	<u>67,098.51</u>	<u>50,733.51</u>	<u>51,160.11</u>	<u>49,353.51</u>	<u>46,703.51</u>	<u>49,331.81</u>	<u>54,153.51</u>	<u>46,403.51</u>	<u>50,081.81</u>	<u>80,398.51</u>	<u>64,412.51</u>	<u>655,315.62</u>
Net Ordinary Income	<u>17,844.94</u>	<u>38,346.24</u>	<u>14,775.49</u>	<u>-9,303.61</u>	<u>-5,263.01</u>	<u>3,427.49</u>	<u>5,045.44</u>	<u>-6,590.76</u>	<u>50,965.74</u>	<u>32,106.19</u>	<u>-14,007.01</u>	<u>-17,128.76</u>	<u>110,218.38</u>
Principal Building Payment	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u>12,389.94</u>	<u>32,891.24</u>	<u>9,320.49</u>	<u>-14,758.61</u>	<u>-10,718.01</u>	<u>-2,027.51</u>	<u>-409.56</u>	<u>-12,045.76</u>	<u>45,510.74</u>	<u>26,651.19</u>	<u>-19,462.01</u>	<u>-22,583.76</u>	<u>44,758.38</u>

			New Net Income
		3%	5,916.00
	Salary/Market Adjustment		14,800.00
	(Recommended by Committee) Salary/Market Adjustment + 3%		21,300.00
			38,842.38
			29,958.38
			23,458.38

Narrative Questions:

1. Describe the history and purpose of the organization.

Answer: The Greater Tomball Area Chamber of Commerce (GTACC) provides resources and empowers Tomball businesses to prosper. The value of being a GTACC member is evidenced with research by the Shapiro Group, which shows a 63 percent increase in repeat business due to chamber membership. Moreover, the Chamber staff regularly and routinely welcomes visitors to Tomball and places information in their hands that promotes the city and region, in particularly local hotels, motels and restaurants.

Incorporated in 1965, the Greater Tomball Area Chamber of Commerce has a history that began in the 1920s. The Chamber has a reputation for actively representing and promoting the interest of its members. As well, the Chamber is recognized throughout the region and the state for its passionate promotion of the greater Tomball community.

The Greater Tomball Area Chamber of Commerce also serves as a visitor's information center.

2. Describe how any grant funds will be used.

Answer: Grant funds would be used to reimburse the GTACC for Visitor Center related expenses. The GTACC staff regularly and routinely welcomes visitors to Tomball and places information in their hands that promotes the city and region, specifically a map of the area, *The Spirit of Tomball Texas* magazine, and information on local hotels, motels and restaurants. Time dedicated to this function of the GTACC fluctuates, however all Chamber staff participates in this service and materials are kept current for the purpose of maintaining a vital visitor's information center.

3. List the programs and activities for the grant year.

Answer: The GTACC annually organizes and hosts Tomball Night and the Tomball Holiday Parade with an emphasis on local retailers, hotels and motels. In its press releases related to these events the Chamber suggests inviting family and guests for a weekend in Tomball, which includes overnight stays at local lodging.

With the large amount of growth in the area, there are individuals in the office daily requesting information on relocation. Many are here staying in the local hotels as they search for a new home. The amount of welcome packets we mail out has increased as well.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

Answer: The GTACC has experienced growth over the past several years. This year membership is staying consistent, but event participation has increased. The City of Tomball

and the greater Tomball area has experienced growth as well. At the end of 2008 the Chamber relocated to a facility that exudes professionalism, is in a high profile location and is welcoming to all visitors. Chamber's activities including Tomball Night and the Tomball Holiday Parade take place in the city limits — 100%.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Answer: The GTACC Visitor Center qualifies for use of the Hotel Occupancy Tax, Chapter 351.101 with two banks of walls and a kiosk dedicated to pamphlets, booklets, promotional materials and other contact information. The Chamber provides an extensive library of current information concerning city, area and regional lodging, entertainment, amusements and even day-trip venues. Daily the GTACC staff place these printed, promotional materials about Tomball in the hands of visitors; a conservative estimated number of this exchange is 5 five visitors a day. In addition, the GTACC staff answers numerous phone inquiries; a conservative number of inquiries by phone related to tourism is 5 per day.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

Answer: As a visitor center, chambers of commerce have a long standing history of being the first place visitors stop when they come to a new town. The GTACC is publicized on the Internet through www.tomballchamber.org, in the World Chamber of Commerce Directory, as a member of the US Chamber of Commerce, as a member of the Texas Association of Business, as a member of the Texas Chamber of Commerce Executives and as a member of the American Chamber of Commerce Executives.

The GTACC publicizes its activities and all partnership city and non profit organization activities in Tomball through local and Houston area newspapers including *The Houston Chronicle* and online news services. The GTACC checks for its press releases in these publications and online. The GTACC is constantly adding to its publicity list. It is notable that the GTACC promotes all partnership city and non profit organization activities, such as the various City of Tomball festivals and the Tomball German Festivals, as a courtesy without compensation or reimbursement.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

Answer: The public benefits to the City of Tomball resulting from the visitor center at the GTACC offices are many. First, the Chamber strives to keep current information on local businesses and growth moving into the area. Through these efforts the public uses the GTACC as an information resource. Also, the Chamber maintains relationships with many entities — like Texas Department of Transportation and the Harris County Precinct 4 Commissioner's office — that serve the greater Tomball area in order to better serve the public. First and foremost, the public benefits by having a visitor center at the GTACC because having been established since 1965, the public is habitual in seeking out the Chamber for information. Moreover, the GTACC has proven to be a stable, tenured, and reliable organization that proudly serves the public.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Answer: The GTACC is maintaining an Internet presence with www.tomballchamber.org where a community calendar with Tomball events is posted and updated, routinely. These events are also placed in the Texas Events Calendar, a statewide publication. The Chamber also provides events such as the Tomball Holiday Parade, Tomball Night, and the Miss Tomball Pageant, which has a history of bringing families to Tomball for overnight stays.



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Greater Tomball Area Chamber of Commerce

Organization Director: Bruce Hillegeist

Project or Event for which funding is requested: Tomball Holiday Parade

Date of Event: November 19, 2022

Description of project or event for which funding is requested: annual parade with over 150 entries

Location of project or event: on Main Street from the railroad tracks to Buvinghausen

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2022-2023</u>	<u>\$ 15,000</u>
Amount Received for Previous Fiscal Year:	<u>2021-2022</u>	<u>\$ 15,000</u>
% increase requested over last year's grant:	<u>0</u> %	

Organization Budget Summary for Previous Fiscal Year 2022 budget attached

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization’s adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
 <u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
 <u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
 <u>Concessions</u>	_____
 <u>Memberships</u>	_____
 <u>Subscriptions</u>	_____
 <u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?
Explain the basis for your answer to the preceding question: while there are many parade
participants that travel from out of town, there is not a good way to measure where
the crowd members live. The 2022 parade is expected to have a great turn out.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes, parade
participants come from far away and have to be in line-up by 8:30am so many of
them spend the night

Organization Contact Name: Brandy Beyer, Vice President
Title: Brandy Beyer, Vice President
Address: Brandy Beyer, Vice President
Phone Number: Brandy Beyer, Vice President

Contact's Signature: Brandy Beyer
Date: 7/15/2022

 Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 11:42:46 -0500



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Brandy Beyer Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of
Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 11:43:20 -05'00'

Signature of Authorizing Official

7/15/2022

Date

Brandy Beyer

Typed Name

Vice President

Title within Organization

281.351.7222

Telephone

bbeyer@tomballchamber.org

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insured” in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization’s insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2022 Tomball Holiday Parade Budget

Candy for children	200.00
Breakfast for special guests	2,000.00
Clean-Up	900.00
Port-o-Pottie	1,400.00
Advertising	1,500.00
Security	6,000.00
Debriefing Meeting	300.00
Supplies	1,000.00
Coins	1,100.00
Personnel	29,000.00
Entertainment	8,000.00

Total Expenses: 51,400.00

Grant Request 15,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Ordinary Income/Expense													
Income													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness		1,000.00			1,000.00	4,000.00	1,000.00			1,000.00			8,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday	2,000.00	2,200.00	2,200.00	2,000.00	2,000.00	1,800.00	1,800.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	5,500.00	400.00	400.00	400.00	9,900.00
Interest Income	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	2,280.00
Membership Dues													
New	8,000.00	10,000.00	9,000.00	9,000.00	8,000.00	6,000.00	6,000.00	8,000.00	8,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Allowance Non-Renewal	-4,177.75	-6,612.75	-1,731.00	-2,208.50	-1,484.50	-2,289.00	-2,205.25	-2,314.75	-3,393.25	-3,412.00	-2,173.50	-2,383.75	-34,386.00
Renewal	41,777.50	66,127.50	17,310.00	22,085.00	14,845.00	22,890.00	22,052.50	23,147.50	33,932.50	34,120.00	21,735.00	23,837.50	343,860.00
Total Membership Dues	45,599.75	69,514.75	24,579.00	28,876.50	21,360.50	26,601.00	25,847.25	28,832.75	38,539.25	40,708.00	29,561.50	29,453.75	409,474.00
Miscellaneous Income	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	4,260.00
Publications/Products													
Magazine/Map/Website	1,000.00		9,000.00	1,250.00			1,000.00	1,000.00		750.00			14,000.00
Total Publications	1,000.00	0.00	9,000.00	1,250.00	0.00	0.00	1,000.00	1,000.00	0.00	750.00	0.00	0.00	14,000.00
Special Events													
Tomball Together/Tidings					10,000.00							6,000.00	16,000.00
Banquet	5,000.00	17,000.00											22,000.00
Golf Classic		6,000.00	20,000.00										26,000.00
Tomball Night						8,000.00	15,000.00	6,000.00					29,000.00
Holiday Parade									3,000.00	10,000.00	12,000.00		25,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	5,000.00	23,000.00	20,000.00	0.00	10,000.00	8,000.00	15,000.00	6,000.00	7,000.00	28,000.00	25,000.00	6,000.00	153,000.00
Total Income	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Total Income	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Gross Profit	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	2,650.00	23,275.00
Reimbursed by tenants	-1,400.00	-600.00	-700.00	-1,100.00	-700.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,900.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Total Building Expense	3,140.00	3,940.00	3,840.00	3,440.00	3,840.00	3,940.00	3,340.00	3,940.00	3,940.00	3,340.00	3,940.00	4,715.00	45,355.00
Accounting Expense		200.00	2,000.00		2,000.00						2,400.00		6,600.00
Advertising							1,000.00	500.00			1,000.00	500.00	3,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	50,000.00
Past Due Collections	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Health & Wellness		1,000.00				1,000.00		3,000.00		1,000.00			6,000.00
First Friday	2,100.00	2,300.00	2,300.00	2,100.00	2,100.00	1,900.00	1,900.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	25,200.00
Networking Breakfast	100.00	100.00	150.00	100.00	100.00	150.00	100.00	100.00	150.00	100.00	150.00	200.00	1,500.00
Women's Committee	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	400.00	400.00	400.00	4,900.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Board of Directors	300.00	100.00				200.00	200.00		3,000.00	3,700.00			7,500.00
Dues and Subscriptions	1,130.00	1,250.00						750.00			45.00	584.00	3,759.00
Employee Expense													
SUTA	150.00	150.00	100.00	100.00									500.00
Development	600.00	550.00	1,500.00	500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			10,000.00
FUTA	73.00	40.00	30.00	25.00									168.00
Group Insurance	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	33,744.00
Payroll Services	445.00	600.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	5,495.00
Payroll Taxes	1,250.00	1,300.00	1,250.00	1,300.00	1,250.00	1,250.00	1,250.00	1,300.00	1,250.00	1,250.00	1,300.00	1,250.00	15,200.00
Salaries													
TACC	20,500.00	21,000.00	20,500.00	21,000.00	20,500.00	20,500.00	20,500.00	21,000.00	20,500.00	20,500.00	21,000.00	20,500.00	248,000.00
Bonus												12,400.00	12,400.00
Contract Labor	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Total Salaries	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>33,100.00</u>	<u>262,800.00</u>
Total Employee Expense	26,030.00	26,652.00	26,837.00	26,382.00	26,707.00	27,207.00	26,757.00	25,757.00	25,507.00	26,707.00	25,757.00	37,607.00	327,907.00
Insurance													
Worker's Compensation	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	513.00
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	7,686.00
Total Insurance	<u>836.91</u>	<u>10,042.92</u>											
Membership/Misc. Expense	1,000.00	3,000.00	1,500.00	500.00	1,000.00	1,000.00	500.00	3,000.00	1,500.00	500.00	1,500.00	2,000.00	17,000.00
Office Equipment Expense													
Database		4,850.00											4,850.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	400.00	600.00	800.00	600.00	600.00	900.00	600.00	600.00	200.00	1,000.00	800.00	700.00	7,800.00
Pitney Bowes	528.30			581.60			528.30			528.30			2,166.50
Total Office Equip Expense	<u>1,228.30</u>	<u>6,650.00</u>	<u>1,100.00</u>	<u>1,481.60</u>	<u>900.00</u>	<u>1,200.00</u>	<u>1,428.30</u>	<u>900.00</u>	<u>500.00</u>	<u>1,828.30</u>	<u>1,100.00</u>	<u>1,000.00</u>	<u>19,316.50</u>
Office Supplies	300.00	1,000.00	100.00	500.00	300.00	200.00	200.00	700.00	200.00	400.00	1,000.00	200.00	5,100.00
Postage & Delivery	500.00	500.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00	100.00	3,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Property Tax Expense	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	14,239.20
Income Tax Expense	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	5,676.00
Rent	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Special Events													
Tomball Together/Tidings					1,000.00								1,000.00
Banquet		11,000.00											11,000.00
Golf Classic	250.00		3,000.00	6,750.00									10,000.00
Tomball Night					2,000.00		4,000.00	4,000.00					10,000.00
Holiday Parade											15,500.00	1,000.00	16,500.00
Miss Tomball Pageant													
Scholarship Expense											4,000.00		4,000.00
Pageant - Other										500.00	12,500.00	3,000.00	16,000.00
Total Miss Tomball										<u>500.00</u>	<u>16,500.00</u>	<u>3,000.00</u>	<u>20,000.00</u>
Total Special Events	250.00	11,000.00	3,000.00	6,750.00	3,000.00	0.00	4,000.00	4,000.00	0.00	500.00	32,000.00	4,000.00	68,500.00
Telephone Expenses	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,600.00
Travel & Entertainment	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Total Expense	<u>45,484.81</u>	<u>67,098.51</u>	<u>50,733.51</u>	<u>51,160.11</u>	<u>49,353.51</u>	<u>46,703.51</u>	<u>49,331.81</u>	<u>54,153.51</u>	<u>46,403.51</u>	<u>50,081.81</u>	<u>80,398.51</u>	<u>64,412.51</u>	<u>655,315.62</u>
Net Ordinary Income	<u>17,844.94</u>	<u>38,346.24</u>	<u>14,775.49</u>	<u>-9,303.61</u>	<u>-5,263.01</u>	<u>3,427.49</u>	<u>5,045.44</u>	<u>-6,590.76</u>	<u>50,965.74</u>	<u>32,106.19</u>	<u>-14,007.01</u>	<u>-17,128.76</u>	<u>110,218.38</u>
Principal Building Payment	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u>12,389.94</u>	<u>32,891.24</u>	<u>9,320.49</u>	<u>-14,758.61</u>	<u>-10,718.01</u>	<u>-2,027.51</u>	<u>-409.56</u>	<u>-12,045.76</u>	<u>45,510.74</u>	<u>26,651.19</u>	<u>-19,462.01</u>	<u>-22,583.76</u>	<u>44,758.38</u>

			New Net Income
		3%	5,916.00
	Salary/Market Adjustment		38,842.38
	Salary/Market Adjustment + 3%		29,958.38
	(Recommended by Committee) Salary/Market Adjustment + 3%		21,300.00
			23,458.38

Narrative Questions:

1. Describe the history and purpose of the organization.

Answer: The Greater Tomball Area Chamber of Commerce (GTACC) provides resources and empowers Tomball businesses to prosper. The value of being a GTACC member is evidenced with research by the Shapiro Group, which shows a 63 percent increase in repeat business due to chamber membership. Moreover, the GTACC directly impacts the Tomball area by fostering partnerships and being visible in the community with annual events like the Tomball Holiday Parade.

Incorporated in 1965, the Greater Tomball Area Chamber of Commerce has a history that began in the 1920s. The Chamber has a reputation for actively representing and promoting the interest of its members. As well, the Chamber is recognized throughout the region and the state for its passionate promotion of the greater Tomball community.

The GTACC sponsors and organizes the Tomball Holiday Parade, the event which this application represents.

2. Describe how any grant funds will be used.

Answer: Grant funds would be used to reimburse the GTACC for Tomball Holiday Parade related expenses. The GTACC promoted sponsoring and participating Tomball businesses and organizations through newspaper ads, articles and magazine features. In addition, funds were used to promote the event itself.

3. List the programs and activities for the grant year.

Answer: The Tomball Holiday Parade announces the beginning of the holiday season, before Thanksgiving, with an emphasis on local retailers. Each August, the GTACC begins preparations for this event by contacting businesses, retailers and former participants with sponsorship information including parade applications. As the fall approaches, GTACC staff works steadily on the parade project.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

Answer: The Tomball Holiday Parade with its floats, marching bands, Miss Tomball contestants, equestrian entries and more brings more than 40,000 people to downtown Tomball each fall. This figure was previously estimated by the Tomball Police Department and reflects a growth of 25 percent since 2003. There is one performance of this unique event which showcases local businesses, retailers, and organizations. The Tomball Holiday Parade featured entries from all over Texas, demonstrating the event's appeal for both local residents and area visitors. Restaurants in the city experience a flux of patrons—reflected in local sales tax revenues—following the parade, which ends during the noon hour.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Answer: The Tomball Holiday Parade qualifies for use of the Hotel Occupancy Tax, Chapter 351.002 with three of the five criteria listed by the City of Tomball for this funding request/report; in particular Listings 3,4 and 6. The Tomball Holiday Parade advertises, solicits and promotes this event in the city of Tomball to attract tourists and potential convention delegates or registrants to the city. As well, the Tomball Holiday Parade encourages and promotes the arts including instrumental and vocal music, dance, drama, folk art, and many other forms of art and music by featuring organizations and individuals in the parade who performed. Tomball Holiday Parade features 20 performance groups including the Green Starlettes Drill Team and 250 members of the Tomball Memorial High School Band. Additional groups in the parade offer singing or music only. Finally, the Tomball Holiday Parade qualifies under Listing 6 with day-to-day operations at the GTACC including supplies, salaries, office rental, travel expenses and other administrative costs directly incurred in the promotion and organization of the parade.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

Answer: Each year the Tomball Holiday Parade is advertised in several hard copy and online publications *including Facebook, Instagram, LinkedIn, NextDoor App, The Houston Chronicle, The Bayou City Media, The Tomball Potpourri and The Magnolia Potpourri*. The Tomball Holiday Parade is also promoted on various websites that allow for public events to be published. In addition, calls into local radio stations promoting the event to a vast array of listeners.

The GTACC evaluates the Tomball Holiday Parade publicity efforts by tracking when and where an article/photo or other event promotion was published. Last year, marketing of the Tomball Holiday Parade was increased when the Houston Business Journal published its Book of Lists which included the parade, due to its previous success in attracting large crowds. Moreover, GTACC staff telephoned media outlets to ensure publication or mention of the event in major regional markets.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

Answer: The public benefits to the City of Tomball resulting from the Tomball Holiday Parade are many. First as previously stated, the parade announces the beginning of the holiday season and ushers in the idea of shopping at home, first and foremost. Second, the parade will be the 57th edition of a Tomball tradition. While traditions should not stand on history alone—they must constantly update to stay current, productive and viable—the Tomball Holiday Parade will indeed contribute to the City of Tomball's efforts to promote Tomball and focus on hometown pride, business, retail and offerings. At a time when so many businesses, retail operations and small cities are struggling for a place in the economy, the Tomball Holiday Parade helps brand the City of Tomball with excitement and holiday activities for everyone. Third, the Tomball Holiday Parade highlights local artistic and musical talents while at the same time it will bring in more outside entries than needed to fill the 150 available parade openings—this demonstrates the event's appeal and popularity outside the greater Tomball area. The parade is limited to 150 entries so that a two-hour parade may be presented, beginning at 10 a.m. and ending at noon.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Answer: While the Tomball Holiday Parade is mostly frequented by day-visitors, there are approximately 10 parade entry groups, or 6 percent, that inquire about local lodging each year. The GTACC, organizer and sponsor of the parade, gives contact information for local hotels and restaurants to those who inquire. Additionally, this same information is made available for all out-of-town parade entrants. Also as previously stated in this report, Tomball restaurants are filled with parade-goers and parade participants after the event, which ends during the noon hour. For many businesses and families, it has been a tradition for years to go out to eat and shopping after the Tomball Holiday Parade.



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Greater Tomball Area Chamber of Commerce

Organization Director: Bruce Hillegeist

Project or Event for which funding is requested: Tomball Night

Date of Event: August 4, 2023

Description of project or event for which funding is requested: community festival with over 90 vendors downtown, Parade of Lights and fireworks

Location of project or event: vendor booths on Market Street, parade on Main Street from Vernon Street to Peach Street, fireworks at gravel yard across the railroad tracks from the Depot

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2022-2023</u>	<u>\$ 10,000</u>
Amount Received for Previous Fiscal Year:	<u>2021-2022</u>	<u>\$ 10,000</u>
% increase requested over last year's grant:	<u>0</u> %	

Organization Budget Summary for Previous Fiscal Year 2022 Budget Attached

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization’s adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
<u>Concessions</u>	_____
<u>Memberships</u>	_____
<u>Subscriptions</u>	_____
<u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?
Explain the basis for your answer to the preceding question: we have no way to quantify
where the patrons are from, but we anticipate 5,000-7,500 people to attend the event

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes, people come
from many different places to attend and vendors travel from out of town.

Organization Contact Name: Brandy Beyer, Vice President
Title: Brandy Beyer, Vice President
Address: Brandy Beyer, Vice President
Phone Number: Brandy Beyer, Vice President

Contact's Signature: Brandy Beyer
Date: 07/15/2022

 Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:11:00 -0500



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Brandy Beyer Digitally signed by Brandy Beyer
DN: cn=Brandy Beyer, o=Greater Tomball Area Chamber of
Commerce, ou, email=bbeyer@tomballchamber.org, c=US
Date: 2022.07.15 10:13:35 -05'00'

Signature of Authorizing Official

07/15/2022

Date

Brandy Beyer

Typed Name

Vice President

Title within Organization

281.351.7222

Telephone

bbeyer@tomballchamber.org

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as “Additional Insured” in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization’s insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization’s insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2023 Tomball Night Budget

Port-o-Pottie	2,000.00
Fireworks	5,500.00
Shopper CASH	1,000.00
Advertising	2,000.00
Supplies	700.00
Debriefing Meeting	250.00
Rentals	2,500.00
Personnel	29,000.00

Total Expenses: 42,950.00

Grant Request: 10,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Ordinary Income/Expense													
Income													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness		1,000.00			1,000.00	4,000.00	1,000.00			1,000.00			8,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday	2,000.00	2,200.00	2,200.00	2,000.00	2,000.00	1,800.00	1,800.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	5,500.00	400.00	400.00	400.00	9,900.00
Interest Income	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	2,280.00
Membership Dues													
New	8,000.00	10,000.00	9,000.00	9,000.00	8,000.00	6,000.00	6,000.00	8,000.00	8,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Allowance Non-Renewal	-4,177.75	-6,612.75	-1,731.00	-2,208.50	-1,484.50	-2,289.00	-2,205.25	-2,314.75	-3,393.25	-3,412.00	-2,173.50	-2,383.75	-34,386.00
Renewal	41,777.50	66,127.50	17,310.00	22,085.00	14,845.00	22,890.00	22,052.50	23,147.50	33,932.50	34,120.00	21,735.00	23,837.50	343,860.00
Total Membership Dues	45,599.75	69,514.75	24,579.00	28,876.50	21,360.50	26,601.00	25,847.25	28,832.75	38,539.25	40,708.00	29,561.50	29,453.75	409,474.00
Miscellaneous Income	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	355.00	4,260.00
Publications/Products													
Magazine/Map/Website	1,000.00		9,000.00	1,250.00			1,000.00	1,000.00		750.00			14,000.00
Total Publications	1,000.00	0.00	9,000.00	1,250.00	0.00	0.00	1,000.00	1,000.00	0.00	750.00	0.00	0.00	14,000.00
Special Events													
Tomball Together/Tidings					10,000.00							6,000.00	16,000.00
Banquet	5,000.00	17,000.00											22,000.00
Golf Classic		6,000.00	20,000.00										26,000.00
Tomball Night						8,000.00	15,000.00	6,000.00					29,000.00
Holiday Parade									3,000.00	10,000.00	12,000.00		25,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	5,000.00	23,000.00	20,000.00	0.00	10,000.00	8,000.00	15,000.00	6,000.00	7,000.00	28,000.00	25,000.00	6,000.00	153,000.00
Total Income	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Total Income	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Gross Profit	63,329.75	105,444.75	65,509.00	41,856.50	44,090.50	50,131.00	54,377.25	47,562.75	97,369.25	82,188.00	66,391.50	47,283.75	765,534.00
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	1,875.00	2,650.00	23,275.00
Reimbursed by tenants	-1,400.00	-600.00	-700.00	-1,100.00	-700.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,900.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Total Building Expense	3,140.00	3,940.00	3,840.00	3,440.00	3,840.00	3,940.00	3,340.00	3,940.00	3,940.00	3,340.00	3,940.00	4,715.00	45,355.00
Accounting Expense		200.00	2,000.00		2,000.00						2,400.00		6,600.00
Advertising							1,000.00	500.00			1,000.00	500.00	3,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	50,000.00
Past Due Collections	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Health & Wellness		1,000.00				1,000.00		3,000.00		1,000.00			6,000.00
First Friday	2,100.00	2,300.00	2,300.00	2,100.00	2,100.00	1,900.00	1,900.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	25,200.00
Networking Breakfast	100.00	100.00	150.00	100.00	100.00	150.00	100.00	100.00	150.00	100.00	150.00	200.00	1,500.00
Women's Committee	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	400.00	400.00	400.00	4,900.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Board of Directors	300.00	100.00				200.00	200.00		3,000.00	3,700.00			7,500.00
Dues and Subscriptions	1,130.00	1,250.00						750.00			45.00	584.00	3,759.00
Employee Expense													
SUTA	150.00	150.00	100.00	100.00									500.00
Development	600.00	550.00	1,500.00	500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			10,000.00
FUTA	73.00	40.00	30.00	25.00									168.00
Group Insurance	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	2,812.00	33,744.00
Payroll Services	445.00	600.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	445.00	5,495.00
Payroll Taxes	1,250.00	1,300.00	1,250.00	1,300.00	1,250.00	1,250.00	1,250.00	1,300.00	1,250.00	1,250.00	1,300.00	1,250.00	15,200.00
Salaries													
TACC	20,500.00	21,000.00	20,500.00	21,000.00	20,500.00	20,500.00	20,500.00	21,000.00	20,500.00	20,500.00	21,000.00	20,500.00	248,000.00
Bonus												12,400.00	12,400.00
Contract Labor	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Total Salaries	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>20,700.00</u>	<u>20,700.00</u>	<u>21,200.00</u>	<u>33,100.00</u>	<u>262,800.00</u>
Total Employee Expense	26,030.00	26,652.00	26,837.00	26,382.00	26,707.00	27,207.00	26,757.00	25,757.00	25,507.00	26,707.00	25,757.00	37,607.00	327,907.00
Insurance													
Worker's Compensation	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	42.75	513.00
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	640.50	7,686.00
Total Insurance	<u>836.91</u>	<u>10,042.92</u>											
Membership/Misc. Expense	1,000.00	3,000.00	1,500.00	500.00	1,000.00	1,000.00	500.00	3,000.00	1,500.00	500.00	1,500.00	2,000.00	17,000.00
Office Equipment Expense													
Database		4,850.00											4,850.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	400.00	600.00	800.00	600.00	600.00	900.00	600.00	600.00	200.00	1,000.00	800.00	700.00	7,800.00
Pitney Bowes	528.30			581.60			528.30			528.30			2,166.50
Total Office Equip Expense	<u>1,228.30</u>	<u>6,650.00</u>	<u>1,100.00</u>	<u>1,481.60</u>	<u>900.00</u>	<u>1,200.00</u>	<u>1,428.30</u>	<u>900.00</u>	<u>500.00</u>	<u>1,828.30</u>	<u>1,100.00</u>	<u>1,000.00</u>	<u>19,316.50</u>
Office Supplies	300.00	1,000.00	100.00	500.00	300.00	200.00	200.00	700.00	200.00	400.00	1,000.00	200.00	5,100.00
Postage & Delivery	500.00	500.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00	100.00	3,000.00

Greater Tomball Area Chamber of Commerce
2022 Budget Overview
 January through December 2022

	<u>Jan 22</u>	<u>Feb 22</u>	<u>Mar 22</u>	<u>Apr 22</u>	<u>May 22</u>	<u>Jun 22</u>	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>TOTAL</u> <u>Jan - Dec 22</u>
Property Tax Expense	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	1,186.60	14,239.20
Income Tax Expense	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	473.00	5,676.00
Rent	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Special Events													
Tomball Together/Tidings					1,000.00								1,000.00
Banquet		11,000.00											11,000.00
Golf Classic	250.00		3,000.00	6,750.00									10,000.00
Tomball Night					2,000.00		4,000.00	4,000.00					10,000.00
Holiday Parade											15,500.00	1,000.00	16,500.00
Miss Tomball Pageant													
Scholarship Expense											4,000.00		4,000.00
Pageant - Other										500.00	12,500.00	3,000.00	16,000.00
Total Miss Tomball										<u>500.00</u>	<u>16,500.00</u>	<u>3,000.00</u>	<u>20,000.00</u>
Total Special Events	250.00	11,000.00	3,000.00	6,750.00	3,000.00	0.00	4,000.00	4,000.00	0.00	500.00	32,000.00	4,000.00	68,500.00
Telephone Expenses	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,600.00
Travel & Entertainment	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Total Expense	<u>45,484.81</u>	<u>67,098.51</u>	<u>50,733.51</u>	<u>51,160.11</u>	<u>49,353.51</u>	<u>46,703.51</u>	<u>49,331.81</u>	<u>54,153.51</u>	<u>46,403.51</u>	<u>50,081.81</u>	<u>80,398.51</u>	<u>64,412.51</u>	<u>655,315.62</u>
Net Ordinary Income	<u>17,844.94</u>	<u>38,346.24</u>	<u>14,775.49</u>	<u>-9,303.61</u>	<u>-5,263.01</u>	<u>3,427.49</u>	<u>5,045.44</u>	<u>-6,590.76</u>	<u>50,965.74</u>	<u>32,106.19</u>	<u>-14,007.01</u>	<u>-17,128.76</u>	<u>110,218.38</u>
Principal Building Payment	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u>12,389.94</u>	<u>32,891.24</u>	<u>9,320.49</u>	<u>-14,758.61</u>	<u>-10,718.01</u>	<u>-2,027.51</u>	<u>-409.56</u>	<u>-12,045.76</u>	<u>45,510.74</u>	<u>26,651.19</u>	<u>-19,462.01</u>	<u>-22,583.76</u>	<u>44,758.38</u>

			New Net Income
		3%	5,916.00
	Salary/Market Adjustment		38,842.38
	Salary/Market Adjustment + 3%		29,958.38
	(Recommended by Committee) Salary/Market Adjustment + 3%		21,300.00
			23,458.38

Narrative Questions:

1. Describe the history and purpose of the organization.

Answer: The Greater Tomball Area Chamber of Commerce provides resources and empowers Tomball businesses to prosper. The value of being a GTACC member is evidenced with research by the Shapiro Group, which shows a 63 percent increase in repeat business due to chamber membership. Moreover, the GTACC directly impacts the Tomball area by fostering partnerships and being visible in the community with annual events like the 2023 Tomball Night.

Incorporated in 1965, the Greater Tomball Area Chamber of Commerce has a history that began in the 1920s. The Chamber has a reputation for actively representing and promoting the interest of its members. As well, the Chamber is recognized throughout the region and the state for its passionate promotion of the greater Tomball community.

The GTACC sponsors and organizes Tomball Night, the event which this application represents. Recognized by the *Houston Business Journal* as an outstanding city-wide marketing event, Tomball Night, on the first Friday in August, features an exciting evening for the entire family with a unique nighttime parade including lighted floats, followed by fireworks. Tomball area stores and shops remain open after hours and go all out to attract customers with door prizes, refreshments, and free live entertainment.

2. Describe how any grant funds will be used.

Answer: Grant funds would be used to reimburse the GTACC for Tomball Night-related expenses. The GTACC promotes sponsoring and participating Tomball businesses and organizations through newspaper ads, articles, social media posts and magazine features. In addition, funds are used to promote the event itself.

3. List the programs and activities for the grant year.

Answer: The Tomball Night organizers, headed by Chair Rob Greening, have been at work this year with the goal to make this year's event truly outstanding. Not only are Tomball businesses and retailers encouraged to participate, but they are encouraged to stand out by hosting independent events and contests.

A well-coordinated GTACC/local retail media campaign will get the word out to neighboring communities and be used to promote the eagerly anticipated "Mystery Shopper" competition that challenges participants, and rewards the winners with cash prizes.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

Answer: Tomball Night is a single yearly event. This year Tomball Night will take place on Friday, August 4, beginning at 5 p.m. Tomball Night attendance is anticipated to increase, compared to 2021 as a result of social restrictions being lifted. The Parade of Lights had the most participants and the largest crowd we have seen in 2021 and we anticipate this year to be just as successful based on the number of applicants for the parade and the number of inquiries received by attendees.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Answer: The 2023 Tomball Night and Parade of Lights qualifies for use of the Hotel Occupancy Tax, Chapter 351.002 with three of the five criteria listed by the City of Tomball for this funding request/report; in particular Listings 3,4 and 6. GTACC advertises, solicits and promotes this event in the city of Tomball to attract tourists and potential convention delegates or registrants to the city. The Tomball Night event encourages and promotes the arts including instrumental and vocal music, dance, drama, folk art, and many other forms of art and music by featuring organizations and individuals in the nighttime lighted parade. As well, the event hosts several venues for musical performers and artists including live entertainment and live demonstrations of various art mediums. Finally, the Tomball Night qualifies under Listing 6 with day-to-day operations at the GTACC including supplies, salaries, office space, travel expenses and other administrative costs directly incurred in the promotion and organization of the event and parade.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

Answer: Tomball Night will be advertised in several hard copy and online publications including *The Houston Chronicle*, *The Tomball Potpourri* and *The Magnolia Potpourri*. Also, social media marketing efforts will be increased this year including boosting Tomball Night posts and increasing the social media platforms in which the event is promoted.

The GTACC evaluates the 2023 Tomball Night publicity efforts by tracking when and where an article, photo or other event promotion is published. Marketing of Tomball Night has been positively impacted each year when the Houston Business Journal publishes its Book of Lists which included the event, due to its previous success in attracting large crowds.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

Answer: The public benefits to the City of Tomball resulting from the 2023 Tomball Night are many. Expanding the city's current focus to "Walk Tomball," this event will bring a throng of people to the streets of Tomball with an end-of-summer celebration suitable for all ages. Visitors to the city are exposed to all that Tomball has to offer, including its Depot plaza, historic district, Market Street antique district and numerous new shopping complexes. Additionally, civic booths manned by city service departments and organizations like the Tomball Public Works, Northwest Community Health, Tomball Fire Department and Tomball Police Department along with Lone Star College-Tomball and the GTACC help visitors become familiar with the city of Tomball, including its conference and meeting facilities. These visitors' exposure and anticipated shopping yields sales tax dollars for the city—something Tomball Night has a long history of producing throughout the weekend. This event includes a Health & Wellness Expo which showcases the amazing health and wellness resources in the Tomball area, thus highlighting Tomball's dedication to the overall wellbeing of its residents.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Answer: The 2023 Tomball Night brings tens of thousands to the city of Tomball. As the sponsoring agency and organizer of this event, the GTACC makes hotel, motel and restaurant

information readily available to callers who inquire about the event. Last year the GTACC received an estimated 120 calls inquiring about Tomball Night; local lodging information was given to all who called and brochures for local lodging and restaurants are available at the GTACC office located at 29201 Quinn Rd., Ste. B.



CITY OF TOMBALL
APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Director of Finance
City of Tomball
501 James Street
Tomball, TX. 77375

Applicant Organization: Spring Creek County Historical Association
Organization Director: Mary McCoy
Project for which funding is requested: Operations Activities
Date of Event: Annual 2022-2023

Description of funding being requested:

- | | |
|---|------------------|
| 1. Contractors - Mowing , Etc. | \$ 8,000 |
| 2. Fees and Advertising | \$. 4,000 |
| 3. Repair and Construction -Painting- Oil
Field House, school house, etc | <u>\$ 18,000</u> |

TOTAL \$ 30,000

Location: Tomball Museum Center 510 N. Pine Street

GRANT AMOUNT:

Amount Funded for FY 2021-2022	\$30,000
Amount Requested for FY 2022-20223	\$30,000
% Increase requested	0

ORGANIZED BUDGET FOR 2021-2022

	CITY FUNDS	OTHER FUNDS	TOTAL
PERSONNEL		\$18,000	\$18,000
UTILITIES		\$12,000	\$12,000
REPAIRS AND MAINTANENCE	\$18,000	\$6,000	\$24,000
ADVERTISING	\$2,000	\$7,000	\$9,000
FEES - Yearly Dry-wood Termite Inspections/ Insurance	\$2,000	\$7,500	\$9,500
MISCELLANEOUS EXPENSES		\$3,500	\$3,500
CONTRACTED SERVICES - MOWING, ETC	\$8,000	\$2,000	\$10,000
TOTAL	\$30,000	\$56,000	\$86,000

FUNDS FROM OTHER SOURCES

Other Investors/Contributors

Corporate	\$ 2,000
Foundations	\$ 3,000
Royalties	\$ 5,000
Grants	\$ 10,000

Fees

Admissions (Wedding and Events)	\$ 8,000
Application (Tours and Donations)	\$ 8,000
Vendors (Photographers)	\$ 7,500

Membership

\$ 7,500

Others (Memorials)

\$ 5,000

Total \$ 56,000

How many people do you expect will visit Tomball from out -of-town as a result of the project or event?

Based on last year visitors who registered for our tours, we have had visitors from at least 12 other states and three (3) foreign countries. In addition we gave tours to guests from 12 Texas cities which were beyond a normal day trip driving distance. We are attempting to attract more visitors with a car show this fall and possibility another event to attract people next spring.

Are attendees for the event or users of this project expected to stay overnight in Tomball hotels or motels?

While we do not specifically ask if they are staying in one of our motels, many appear to be individual families that have come to visit Tomball. We have placed Museum brochures in each of our local hotels/motels, farmer's market, antique shops and the Tomball Visitor Center. We are also planning events to attract people to our museum and thus to COT.

Organization Contact Name, Title, Address and Phone Number:

*Henry Jay Reid
President
11102 Olde Mint House Lane
Tomball, TX. 77375
281-831-0738*

Signature: 

Date: 7/20/2022



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Henry Reid
Signature of Authorizing Official

7/20/2022
Date

HENRY JAY REID
Typed Name

PRESIDENT OF BOARD
Title within Organization

281-831-0738
Telephone

HENRYREID4466@GMAIL.COM
Email address

NARRATIVE QUESTIONS

1. *Describe the history and purpose of the organization*

The function of the Spring Creek County Historical Association (Tomball Museum Center) is to preserve the history of Tomball and surrounding community for the present and future generations. The museum provides our tourist, local citizens, school children, church groups, senior citizens, Scouts and other organizations an opportunity to look back in time and see the history of Tomball through tours of our historical homes, businesses and other exhibits. Many school groups take our tours at no cost.

The future of the Museum depends on significant financial support from the city and donations. The majority of our buildings are over 100 years old and are in constant need of maintenance and repair.

The Association came into being in the early 1960s. The Museum Center began with a donation of land from Judge Carlton followed by a gift from Ruth Griffen McCourt of a house built in 1860 by Eugene Pillot. Gradually more buildings were acquired: a 1901 historical church, 1900 country doctor's office, an outhouse, a smoke house, a one room school house, a log cabin, and a corn crib. We also had a portable sawmill donated by the Neidigk family and Henry Theis' 1869 farmhouse donated by the Theis family. In addition, we have one of the original Tomball Oil Field Camp houses built in 1933.

This collection of buildings with furniture and personal items of the times takes you back to the time when Tomball was founded.

2. *Describe how any grant funds will be used.*

While the majority of the funds will be used for repair and maintenance of our buildings, some of this money will be used to pay operational expenses.

This year's projects will include painting the exterior of the OFC house, the school and one other building. Our volunteer

maintenance crew will continue with their weekly repairs of our buildings, both interior and exterior as required, painting the interior of the fellowship hall, tree trimming and general maintenance. The operational expenses may include such things as: yearly termite maintenance fees, insurance, advertising expenses and our brochures.

3. *List the programs and activities for the grant year.*

The Association's docents provide group and individual tours. Our group tours include senior citizens, school classes, Boy Scouts, family reunions and various organizations. In addition, our yearly Candlelight Tour, held the second weekend in December, entertains many people in and outside our community. We station docents throughout our facilities to tell the tale of our forefathers. We also host numerous weddings and other small events throughout the year.

4. *Show evidence of growth in community support prior to the grant year.*

We are in a campaign to attract new members and encouraging previous previous member to rejoin our association. We have established a new committee, Publicity and Fundraising (PFC) and that committee is looking at new ways to attract people to our association. Our new website and reinstatement of our quarterly newsletter are reaching old and potential new members with articles about the museum, its buildings, our interesting artifacts and some history on families who helped make Tomball what it is today.

The Tomball Garden Club continues to maintain our flower beds, providing shrubbery and flowers around the facilities.

5. *How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines.*

Historical preservation is one of the major categories in which hotel/motel funds are eligible to be spent.

6. *How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?*

Our interactive website shows the beauty of our facilities. Our new Publicity and Fundraising Committee (PFC) is looking at new ways to attract people to our facilities, such as an antique car show we are planning for this fall. As always we will have our open house, Candlelight Tours, the second weekend in December where we will have docents in every house to explain our association and the need for their participation. In addition to our interactive web page, we have a Facebook page and have recently joined Instagram, TikTok and Twitter. We have also made contact with Tomball Past and Present, a local Facebook Group, and will be working with them to tell Tomball's history.

<http://tomballmuseumcenter.com>

We also produce brochures which we place at the hotel/motel in Tomball, the Tomball Visitors Center, most of the antique shops in downtown Tomball and the Tomball Farmer's Market.

7. *Explain the public benefits to the City of Tomball that will result from your organization's efforts.*

As with the Tomball Railroad Depot, the history of Tomball and the surrounding area is essential in telling the story of who we are and the important history of Tomball. From our oldest building (mid 1800's) to the OFC house from the 1930's, our Tomball Museum Center takes visitors for a walk through a century of Tomball's history.

8. *What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?*

BYLAWS OF THE SPRING CREEK COUNTY HISTORICAL ASSOCIATION

Rev 2022

ARTICLE I – NAME

Section 1 - The name of the organization shall be the SPRING CREEK COUNTY HISTORICAL ASSOCIATION, pursuant to its Articles of Incorporation by the State of Texas, dated April 17, 1964 (Charter No. 203367), and hereinafter referred to as "The Association".

Section 2 - The principal place of business and general office shall be the Museum Center, located in Tomball, Texas.

ARTICLE II – PURPOSE

Section 1 - Promotion of historical, cultural, and educational pursuits

Section 2 - Discovery, collection, and preservation of any and all articles, materials, documents, and other object which may establish or illustrate the history, growth, or population, culture, education, resources, trade, and daily life in the area of northern Harris County and contiguous areas

Section 3 - Maintenance of a museum center consisting of as many buildings as may be deemed expedient or necessary, consistent with resources of The Association; the collection, exhibition, and preservation of all such articles, property, and objects of historical value; and enlisting the interest and support of the people and institutions of the area in its historical background and its cultural ideals

Section 4 - To accept, receive, and acquire funds, stocks, securities, and property by donations, bequests, and devices, or otherwise; hold, invest, reinvest, convert, exchange, lease, sell, transfer, mortgage, pledge, and dispose of any and all fund, stocks, securities, and properties so received or acquired for the purpose of construction, providing, operation, and maintaining said museum; and to do all acts, exercise all power, and assume all obligations necessary or incident thereto under and in accordance with provisions of the Texas Non-Profit Corporation Act.

Section 5 - **The Association** shall have no capital stock and shall be a 501 C(3) non-profit corporation.

ARTICLE III – MEMBERSHIP

Rev 2022

Section 1 - Membership in The Association shall be available to all entities and shall bear the following classifications and financial requirements:

Rev. 2014

- (a) Individual Member – 1 person**
- (b) Family Membership**
- (c) Corporate Member**

Section 2 - All dues shall be due and payable at the April meeting of each year. A membership shall be delinquent after August 1st.

Section 3 - Each adult member shall be extended voting privileges.

ARTICLE IV – ORGANIZATION

Section 1 - The policies and affairs of The Association shall be determined and directed by a Board of Trustees (hereinafter referred to as the “Board”) consisting of twelve (12) members. These members shall be elected to serve based on a rotation system of three (3) years. Each year four (4) members shall be elected at a General Membership Meeting of The Association held at a date set by the Board. Any candidate for election shall have been a member for a minimum period of one (1) year before being eligible for election. A nominating committee consisting of three (3) members in good standing shall submit a slate of candidates. Any additional nominations must be submitted in writing to the Nominating Committee chairperson two (2) weeks prior to the General Meeting. The Nominating Committee must certify all candidates. Voting in an election may be made in person by ballot or by absentee ballot. Any member desiring to vote absentee should arrange to obtain an absentee ballot from The Association office and return it in the pre-addressed envelope provided. All absentee ballots must be received by midnight (12:00PM) on the Friday prior to the General Membership Meeting and Election. Ballots will determine the election by simple majority or by acclamation.

Section 2 - Officers of The Association shall be elected from the Board at the General Membership Meeting following the Board’s election. The officers shall be President, Vice-President, Secretary, and Treasurer.

Section 3 - New trustees will commence duties in May upon election.

Section 4 - Interim vacancies occurring on the Board shall be filled for the unexpired term by appointment by the Board. Any trustee absent from three (3) consecutive meetings, except for reasons that are beyond his/her control, shall be deemed to have forfeited his/her position and shall be replaced by appointment by the Board to fill the unexpired term.

Section 5 - Special meetings of the Board may be called into session by the President or upon the request of three (3) members of the Board.

ARTICLE V - EXECUTIVE DIRECTOR

Rev. 2022

Section 1 - The Board shall appoint an Executive Director (hereinafter referred to as "Director") from among persons who may have applied for such position or someone nominated by a member of The Association. The Director shall be responsible to the Board for the day-to-day operations of The Association and its committees; and for the recruitment, organization, training, and assignment of docents and for promoting and conducting the overall docent programs.

Section 2 - The Board shall outline the specific duties of The Director and establish compensation for the Director consistent with the requirements of the position and the financial ability of The Association. The Director shall be appointed for a term of one (1) year, which after an annual review by the Board, in March, may receive a further extension of service dependent on that review.

Section 3 - The Director shall attend all meetings of the Association, Board Meetings, as well as all major activities of the Museum, but shall not be entitled to vote in meetings of the Board.

ARTICLE VI - MEETINGS

Rev. 2022

Section 1 - Regular general membership meetings of The Association shall be announced in the Newsletter. Election of the Board shall take place at a general meeting. Meetings shall be held to conduct the business of The Association.

Section 2 - Determination of a majority:

- (a) Members present at the meeting, including those members who have submitted an absentee ballot or a proxy will be the quorum for the general membership meeting of the association.
- (b) A majority of Board members shall constitute a quorum for a meeting of the Board.

ARTICLE VII - NOMINATING PROCESS

In January, the President shall appoint a nominating committee to select candidates for positions on the Board of Trustees. The slate of candidates shall be selected in time to appear in the April Newsletter. The slate of candidates shall be presented at a general meeting determined by the Board.

ARTICLE VIII - DUTIES AND RESPONSIBILITIES OF THE BOARD OF TRUSTEES

Rev. 2014
Rev. 2022

The Trustees shall be responsible for the formulation and implementation of policies, standards, conditions, and operation of the Association and Museum, and the Director shall execute such policies in the operation of the Museum.

The Trustees shall:

- (a) Establish the basic policies
- (b) Adhere to the Bylaws
- (c) Employ and discharge the Director, as well as set duties and salary
- (d) Purchase, acquire, sell, or dispose of major properties of the Museum, over \$500 Fair Market Value
- (e) Preserve the Museum's properties and collection
- (f) Maintain The Association's financial integrity
- (g) Approve an annual budget
- (h) Support and attend the functions of The Association

ARTICLE IX - DUTIES OF OFFICERS

Rev. 2022

1. PRESIDENT OF THE BOARD OF TRUSTEES AND THE ASSOCIATION

- (a) Shall be the chief executive officer of The Association and shall be responsible for overall implementation of policies, standards, conditions and operations with the advice and consent of the Board of Trustees
- (b) Shall preside at all of the meetings of the Board of Trustees and the General Membership meetings of The Association
- (c) Shall serve ex-officio on all committees
- (d) Shall appoint chairmen of committees
- (e) Shall sign all documents of The Association and perform such other duties as are usually considered appropriate to the office of President
- (f) Shall be able to sign checks for disbursements of The Association's funds as approved by the Board

2. VICE-PRESIDENT OF THE BOARD OF TRUSTEES AND ASSOCIATION

Rev/ 2014

- (a) Shall in the absence of the President of the Board perform the functions and duties of that office, and in the event of a vacancy, assume the office of President of the Board and The Association until the next regular election for officers of the Board of and The Association
- (b) May also be appointed to serve on committees

3. SECRETARY OF THE BOARD OF TRUSTEES AND THE ASSOCIATION

- (a) Shall record and certify all Minutes of all meetings of the Board and The Association
- (b) Shall make available copies of the Minutes of the previous meetings of the General Membership Meetings and the Board Meetings
- (c) Shall notify the Board of approaching meetings
- (d) Shall conduct official correspondence and sign all official documents, resolutions, and papers of The Association together with the President of the Board

4. TREASURER OF THE BOARD OF TRUSTEES AND THE ASSOCIATION

- (a) Shall act as custodian of all funds of The Association, sign checks, and make disbursements as approved by the Board with the exception that items of a routine nature will not require such approval
- (b) Shall keep and maintain, or cause to be kept and maintained, books reflecting an accurate record of transactions and the financial condition of the Association and to furnish regular written reports to The Association at the beginning of each Board of Trustee Meeting
- (c) Shall submit the records for financial review
- (d) Shall allocate monies for the activities of The Association in accordance with the Annual Budget
- (e) Shall be responsible for seeing that non-routine expenditures in excess of \$500.00 have prior approval of the Board

ARTICLE X - DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE DIRECTOR

The Director shall:

- (a) Operate the Museum according to policies determined by the Board

- (b) Initiate and approve exhibitions and programs

- (c) The Director shall handle the routine expenditures as allowed by a budget approved by the Board. Non-routine and non-recurring items shall require final approval of the Board before a purchase contract is completed.

- (d) Initiate publicity for the Museum

- (e) Publish a regular newsletter

ARTICLE XI – COMMITTEES AND CHAIRMEN

As needed, Committees and chairmen shall be appointed by the President of the Board from the membership of The Association.

ARTICLE XII – AMENDMENT

Rev. 2022

These Bylaws may be amended by an affirmative vote of a two-thirds (2/3) majority of the members present at any regular or special meeting of The Association at which a quorum is present. No amendment shall be made unless a formal notice of the proposed amendment has been presented at a previous meeting.

ARTICLE XIII – PARLIAMENTARY AUTHORITY

Roberts' Rule of Order (Revised) shall govern in all cases to which they are applicable and in which they are not inconsistent with the Constitution and Bylaws of The Association.

ARTICLE XIV – DISSOLUTION OF ASSETS

The Spring Creek County Historical Association upon dissolution will transfer its assets to the State of Texas or to a charitable, religious, educational, or other similar organization that is qualified as a charitable organization under Section 501 C(3) of the Internal Revenue Code.

Rev. 2014

ARTICLES OF INCORPORATION

OF

SPRING CREEK COUNTY HISTORICAL ASSOCIATION
TOMBALL, TEXAS

17 April 1964
Robert J. [Signature]

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.

The name of this corporation is SPRING CREEK COUNTY HISTORICAL ASSOCIATION, TOMBALL, TEXAS.

II.

The corporation is a non-profit corporation, and has no capital stock.

III.

The period of its duration is Fifty (50) Years.

IV.

The purpose for which this corporation is formed is to organize a society for historical and literary purposes, and the particular objects and business thereof shall be the discovery, collection, preservation, and publication of historical records relating to northern Harris County and southern Montgomery County, and adjacent areas, and any and all articles and materials which may establish or illustrate such history, or the growth and progress of population, culture, education, resources, trade, and daily life in said area. To these purposes may be added, at the option of the Society, a museum for the assembling, care, and preservation of all such articles and objects of interest, natural and artificial, as

are usually contained in similar collections.

V.

The members of the corporation shall be as designated in the By-Laws of such corporation.

VI.

The street address of the initial registered office of the corporation is 400 Eppes Street, Tomball, Texas, and the name of its initial registered agent at such address is Geo. L. Charlton.

VII.

The number of directors constituting the initial Board of Directors of the corporation is Nine (9), and the names and addresses of the persons who are to serve as initial directors are:

<u>Name:</u>	<u>Address:</u>
W. R. ROMINE	Holly Springs, Waller-Tomball Road, (Mail) Route 1, Hockley, Texas
LOUIS LENZ	4390 Harvest Lane, Houston, Texas
GEO. L. CHARLTON	400 Eppes Street, Tomball, Texas
G. W. BRAUTIGAM	109 W. Main Street, Tomball, Texas
H. L. MITCHELL	New Kentucky, Waller-Tomball Road (Mail) Route 1, Hockley, Texas
C. NORMAN FROELICH	Rosehill, Waller-Tomball Road (Mail) Route 1, Tomball, Texas
MRS. DOROTHY ASHWORTH	404 Tyler St., Tomball, Texas
MISS MAGDALENE CHARLTON	400 Eppes Street, Tomball, Texas
PAUL V. WILLEGUST	Route 1, Tomball, Texas (Post Office)

VIII.

The name and address of each incorporator is:

<u>Name:</u>	<u>Address:</u>
W. R. ROMINE	Holly Springs, Waller-Tomball Road, (Mail) Route 1, Hockley, Texas

(Name)	(Address)
LOUIS LENZ	4390 Harvest Lane, Houston, Texas
GEO. L. CHARLTON	400 Eppes Street, Tomball, Texas
G. W. BRAUTIGAM	109 W. Main Street, Tomball, Texas
H. L. MITCHELL	New Kentucky, Waller-Tomball Road (Mail) Route 1, Hockley, Texas
^{C.} NORMAN FROELICH	Rosehill, Waller-Tomball Road (Mail) Route 1, Tomball, Texas
MRS. DOROTHY ASHWORTH	404 Tyler St., Tomball, Texas
MISS MAGDALENE CHARLTON	400 Eppes Street, Tomball, Texas
EARL V. HILLEGEST	Route 1, Tomball, Texas

IN TESTIMONY WHEREOF, WE HEREDINTO SIGN OUR NAMES, this,
the 30TH day of August, A. D. 1963.

W. R. Romine
W. R. ROMINE, Rte 1, Hockley,
Texas

H. L. Mitchell
H. L. MITCHELL, Rte 1, Hockley, Tex.

Louis Lenz
LOUIS LENZ, 4390 Harvest Lane
Houston, Texas

Norman C Froelich
NORMAN FROELICH, Rte 1, Tomball,
Texas

GEO. L. Charlton
GEO. L. CHARLTON, Tomball, Tex

Dorothy Ashworth
(MRS.) DOROTHY ASHWORTH, Tomball,
Texas

G. W. Brautigam
G. W. BRAUTIGAM, Tomball, Texas

Magdalene Charlton
(MISS) MAGDALENE CHARLTON,
Tomball, Texas

Earl V. Hillegest
EARL V. HILLEGEST, Rte 1,
Tomball, Texas

I, the undersigned, a Notary Public, do hereby certify that on this 30th day of August, 1963, personally appeared before me J. H. NOMINE, LOUIS LENZ, GEO. L. CHARLTON, C. W. BARNETT, H. L. MITCHELL, NORMAN C. FREEFLECH, MISS. DOTTIE ASHCROFT, MISS. MARDALENE CHARLTON, and EARL V. WILLIAMS, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

My Commission Expires June 1, 1965
Notary Public in and for Harris County, Texas
JOHN R. JONES

John R. Jones

Notary Public in and for Harris
County, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT at a meeting of the Members of SPRING CREEK COUNTY HISTORICAL ASSOCIATION, TOMBALL, TEXAS, held on the 18th Day of January, A.D. 1965, in conformity with the by-laws thereof, a majority of the Members of said Corporation voted to amend the Charter of SPRING CREEK COUNTY HISTORICAL ASSOCIATION, TOMBALL, TEXAS, to provide that in the event of dissolution of said ASSOCIATION the assets thereof will be distributed to a tax-exempt organization with similar purposes.

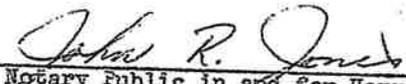
NOW, therefore, we the Board of Directors of said Corporation, in compliance with the action of the Members, on this 15th Day of March, A.D. 1965, have amended the Charter of said Corporation so that in the event of dissolution, the assets thereof will be distributed to a tax-exempt organization with similar purposes as this organization, and we hereby certify the same to the Secretary of State of the State of Texas.

IN TESTIMONY WHEREOF, we, the Directors of said Corporation, hereunto subscribed our names this, the 15th Day of March, A.D. 1965.

<u>W. R. Romine</u> W. R. ROMINE, Ret 1, Hockley, Tex.	<u>William E. Rikard</u> WILLIAM E. RIKARD, Tomball, Texas
<u>G. W. Brautigam</u> G. W. BRAUTIGAM, Tomball, Texas	<u>Geo. L. Charlton</u> GEO. L. CHARLTON, Tomball, Texas
<u>Norman C. Eroehlich</u> NORMAN C. EROEHLICH, Rte 1, Tomball, Texas	<u>Louis Lenz</u> LOUIS LENZ, 4390 Harvest Lane, Houston, Texas
<u>Mrs. Magdalene Charlton</u> (Mrs.) MAGDALENE CHARLTON, Tomball, Texas	<u>Mrs. Dorothy Ashworth</u> (Mrs.) DOROTHY ASHWORTH, Tomball, Texas
	<u>Earl Hillegeist</u> EARL HILLEGEIST, Rte 1, Tomball, Tex.

I, the undersigned, a Notary Public, do hereby certify that on this 30th Day of March, 1965, personally appeared before me W. R. ROMINE, G. W. BRAUTIGAM, NORMAN C. FROELICH, (Miss) MAGDALENE CHARLTON, WILLIAM E. RIKARD, GEO. L. CHARLTON, LOUIS LENZ, (Mrs.) DOROTHY ASHWORTH, and EARL HILLEGEIST, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Directors, and that the statements therein contained are true.

JOHN R. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1968


Notary Public in and for Harris
County, T E X A S



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Tomball Museum Ctr; Spring Creek County Historical Assoc.

Organization Director: Henry Reid

Project or Event for which funding is requested: Tomball Museum Car Social; Car Show

Date of Event: 10-8-2022 (tentative)

Description of project or event for which funding is requested: Supplemental to Museum's main HOT funds.

The Museum is planning a car social to raise awareness of the Museum.

We have obtained permission from First Baptist to use their nearby parking lots.

We are working with the City to make part of Pine St be pedestrian-only that day.

We plans to have food trucks, a DJ or other music, etc.

Location of project or event: _____

Tomball Museum Center

510 N. Pine St., Tomball, TX 77375

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year: _____	\$ <u>5,000</u>
Amount Received for Previous Fiscal Year: _____	\$ <u>0</u>
% increase requested over last year's grant: _____%	

Organization Budget Summary for Previous Fiscal Year _____

	City Funds	Other Funds	Total
Personnel			
Contracted Services			
Travel			
Rental Expense			
Depreciation/Mortgage	N/A		
Advertising			
Insurance			
Other Expenses			
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total			

Grants to an organization will not exceed 35% of the organization's adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
 <u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
 <u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	_____
Tuition	_____
 <u>Concessions</u>	_____
 <u>Memberships</u>	_____
 <u>Subscriptions</u>	_____
 <u>Other</u>	_____
Total	\$ _____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?

Explain the basis for your answer to the preceding question: _____
200-400 (estimated; this is the first year, so we have no prior year numbers)

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: _____

Hopefully, yes. We hope that some car participants and some of the public attendees will make a weekend of it to stay in Tomball hotels.

Organization Contact Name: TOMBALL MUSEUM CENTER

Title: PRESIDENT

Address: 1102 OLDE MINTHROSS LANE.

Phone Number: 281-831-0738

Contact's Signature: 

Date: 7/21/2022



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Henry Jay Reid
Signature of Authorizing Official

1/21/2022
Date

HENRY JAY REID
Typed Name

PRESIDENT
Title within Organization

281-837-0758
Telephone

HENRY REID 4466 @ GMAIL . COM
Email address

TOMBALL MUSEUM CAR SOCIAL

What and Where: An Antique Car Show at the Tomball Museum Center of the Spring Creek County Historical Association in Tomball, TX, with the participation of the Antique Automobile Club of America, Gulf Coast Region and the Piney Woods Model A Club.

When: Saturday October 8, 2022 (tentative date). Hopefully the Museum can make this an annual event, to help raise awareness and funding for the Museum.

Time Schedule:

The antique cars would assemble at the Walmart parking lot between 9 and 9:30 a.m.

At 9:30 a.m., the antique car would begin parading slowly through Main St to eventually arrive and be positioned at the display areas near the Museum by 10 a.m. Details of parade route TBD.

The display of cars near the Museum would continue from 10 a.m. to 1:30 p.m.

The Museum will host the car display:

with special Museum touring-hours,

with nearby food trucks,

with a DJ and/or musicians playing music toward the

Museum-end of Pine St.

The Museum car show committee is starting discussions with the City of Tomball on borrowing tents, tables and chairs, in planning, and in blocking off part of Pine St to be pedestrian-only for the event.

The Tomball Museum, which is operated by the Spring Creek County Historical Association, is a complex of ten historical structures preserving our local history. It is supported by donations, tour fees, memberships, and weddings at the church. This church congregation was formed in 1876. The prior buildings burned twice because of prairie fires, and the existing structure was finished in 1905. All the structures on the Museum grounds have interesting back stories that share our heritage. All the work is accomplished by volunteers with the exception of one salaried person, the director of the Museum.

The Museum would greatly appreciate a grant from the City HOT fund in order to make this Car Social a reality. Thank you very much.

The Museum's Request for a HOT grant to help fund this special event (this would be in addition to the Museum's regular funding from the City of Tomball via HOT funds):

The Museum requests a HOT Grant in the total amount of **\$5,000**. We hope to get a lot of the items we need for free, but this grant will help cover out-of-pocket costs, estimated to include: advance advertising of the event, signs in advance of and the day of the event, thank-you-goody-bags for car club participants, extra security or off-duty-police for traffic flow and safety, clean-up of the area after the event, etc.

BYLAWS OF THE SPRING CREEK COUNTY HISTORICAL ASSOCIATION

Rev 2022

ARTICLE I - NAME

Section 1 - The name of the organization shall be the SPRING CREEK COUNTY HISTORICAL ASSOCIATION, pursuant to its Articles of Incorporation by the State of Texas, dated April 17, 1964 (Charter No. 203367), and hereinafter referred to as "The Association".

Section 2 - The principal place of business and general office shall be the Museum Center, located in Tomball, Texas.

ARTICLE II - PURPOSE

Section 1 - Promotion of historical, cultural, and educational pursuits

Section 2 - Discovery, collection, and preservation of any and all articles, materials, documents, and other object which may establish or illustrate the history, growth, or population, culture, education, resources, trade, and daily life in the area of northern Harris County and contiguous areas

Section 3 - Maintenance of a museum center consisting of as many buildings as may be deemed expedient or necessary, consistent with resources of The Association; the collection, exhibition, and preservation of all such articles, property, and objects of historical value; and enlisting the interest and support of the people and institutions of the area in its historical background and its cultural ideals

Section 4 - To accept, receive, and acquire funds, stocks, securities, and property by donations, bequests, and devices, or otherwise; hold, invest, reinvest, convert, exchange, lease, sell, transfer, mortgage, pledge, and dispose of any and all fund, stocks, securities, and properties so received or acquired for the purpose of construction, providing, operation, and maintaining said museum; and to do all acts, exercise all power, and assume all obligations necessary or incident thereto under and in accordance with provisions of the Texas Non-Profit Corporation Act.

Section 5 - **The Association** shall have no capital stock and shall be a 501 C(3) non-profit corporation.

ARTICLE III - MEMBERSHIP

Rev 2022

Section 1 - Membership in The Association shall be available to all entities and shall bear the following classifications and financial requirements:

Rev. 2014

- (a) Individual Member – 1 person**
- (b) Family Membership**
- (c) Corporate Member**

Section 2 - All dues shall be due and payable at the April meeting of each year. A membership shall be delinquent after August 1st.

Section 3 - Each adult member shall be extended voting privileges.

ARTICLE IV – ORGANIZATION

Section 1 - The policies and affairs of The Association shall be determined and directed by a Board of Trustees (hereinafter referred to as the “Board”) consisting of twelve (12) members. These members shall be elected to serve based on a rotation system of three (3) years. Each year four (4) members shall be elected at a General Membership Meeting of The Association held at a date set by the Board. Any candidate for election shall have been a member for a minimum period of one (1) year before being eligible for election. A nominating committee consisting of three (3) members in good standing shall submit a slate of candidates. Any additional nominations must be submitted in writing to the Nominating Committee chairperson two (2) weeks prior to the General Meeting. The Nominating Committee must certify all candidates. Voting in an election may be made in person by ballot or by absentee ballot. Any member desiring to vote absentee should arrange to obtain an absentee ballot from The Association office and return it in the pre-addressed envelope provided. All absentee ballots must be received by midnight (12:00PM) on the Friday prior to the General Membership Meeting and Election. Ballots will determine the election by simple majority or by acclamation.

Section 2 - Officers of The Association shall be elected from the Board at the General Membership Meeting following the Board’s election. The officers shall be President, Vice-President, Secretary, and Treasurer.

Section 3 - New trustees will commence duties in May upon election.

Section 4 - Interim vacancies occurring on the Board shall be filled for the unexpired term by appointment by the Board. Any trustee absent from three (3) consecutive meetings, except for reasons that are beyond his/her control, shall be deemed to have forfeited his/her position and shall be replaced by appointment by the Board to fill the unexpired term.

Section 5 - Special meetings of the Board may be called into session by the President or upon the request of three (3) members of the Board.

ARTICLE V - EXECUTIVE DIRECTOR

Rev. 2022

Section 1 - The Board shall appoint an Executive Director (hereinafter referred to as "Director") from among persons who may have applied for such position or someone nominated by a member of The Association. The Director shall be responsible to the Board for the day-to-day operations of The Association and its committees; and for the recruitment, organization, training, and assignment of docents and for promoting and conducting the overall docent programs.

Section 2 - The Board shall outline the specific duties of The Director and establish compensation for the Director consistent with the requirements of the position and the financial ability of The Association. The Director shall be appointed for a term of one (1) year, which after an annual review by the Board, in March, may receive a further extension of service dependent on that review.

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Rev. 2014

Rev. 2022

The Trustees shall be responsible for the formulation and implementation of policies, standards, conditions, and operation of the Association and Museum, and the Director shall execute such policies in the operation of the Museum.

The Trustees shall:

- (a) Establish the basic policies
- (b) Adhere to the Bylaws
- (c) Employ and discharge the Director, as well as set duties and salary
- (d) Purchase, acquire, sell, or dispose of major properties of the Museum, over \$500 Fair Market Value
- (e) Preserve the Museum's properties and collection
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Rev. 2022

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- (c) Shall serve *ex-officio* on all committees
- (d) Shall appoint chairmen of committees
- (e) Shall sign all documents of The Association and perform such other duties as are usually considered appropriate to the office of President
- (f) Shall be able to sign checks for disbursements of The Association's funds as approved by the Board

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Rev/ 2014

- (a) Shall in the absence of the President of the Board perform the functions and duties of that office, and in the event of a vacancy, assume the office of President of the Board and The Association until the next regular election for officers of the Board of and The Association
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Rev. 2022

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OF

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TOMBALL, TEXAS

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Robert J. [Signature]

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II.

The corporation is a non-profit corporation, and has no capital stock.

III.

The period of its duration is Fifty (50) Years.

IV.

The purpose for which this corporation is formed is to organize a society for historical and literary purposes, and the particular objects and business thereof shall be the discovery, collection, preservation, and publication of historical records relating to northern Harris County and southern Montgomery County, and adjacent areas, and any and all articles and materials which may establish or illustrate such history, or the growth and progress of population, culture, education, resources, trade, and daily life in said area. To these purposes may be added, at the option of the Society, a museum for the assembling, care, and preservation of all such articles and objects of interest, natural and artificial, as

are usually contained in similar collections.

V.

The members of the corporation shall be as designated in the By-Laws of such corporation.

VI.

The street address of the initial registered office of the corporation is 400 Eppes Street, Tomball, Texas, and the name of its initial registered agent at such address is Geo. L. Charlton.

VII.

The number of directors constituting the initial Board of Directors of the corporation is Nine (9), and the names and addresses of the persons who are to serve as initial directors are:

<u>Name:</u>	<u>Address:</u>
W. R. ROMINE	Holly Springs, Waller-Tomball Road, (Mail) Route 1, Hockley, Texas
LOUIS LENZ	4390 Harvest Lane, Houston, Texas
GEO. L. CHARLTON	400 Eppes Street, Tomball, Texas
G. W. BRAUTIGAM	109 W. Main Street, Tomball, Texas
H. L. MITCHELL	New Kentucky, Waller-Tomball Road (Mail) Route 1, Hockley, Texas
C. NORMAN FROELICH	Rosehill, Waller-Tomball Road (Mail) Route 1, Tomball, Texas
MRS. DOROTHY ASHWORTH	404 Tyler St., Tomball, Texas
MISS MAGDALENE CHARLTON	400 Eppes Street, Tomball, Texas
PAUL V. WILLEGYST	Route 1, Tomball, Texas (Rose Hill)

VIII.

The name and address of each incorporator is:

<u>Name:</u>	<u>Address:</u>
W. R. ROMINE	Holly Springs, Waller-Tomball Road, (Mail) Route 1, Hockley, Texas

(Name)	(Address)
LOUIS LENZ	4390 Harvest Lane, Houston, Texas
GEO. L. CHARLTON	400 Eppes Street, Tomball, Texas
G. W. BRAUTIGAM	109 W. Main Street, Tomball, Texas
H. L. MITCHELL	New Kentucky, Waller-Tomball Road (Mail) Route 1, Hockley, Texas
^{C.} NORMAN FROELICH	Rosehill, Waller-Tomball Road (Mail) Route 1, Tomball, Texas
MRS. DOROTHY ASHWORTH	404 Tyler St., Tomball, Texas
MISS MAGDALENE CHARLTON	400 Eppes Street, Tomball, Texas
EARL V. HILLEGEIST	Route 1, Tomball, Texas

IN TESTIMONY WHEREOF, WE HEREBY SIGN OUR NAMES, this,
the 30TH day of August, A. D. 1963.

W. H. Romine
W. H. ROMINE, Rte 1, Hockley,
Texas

H. L. Mitchell
H. L. MITCHELL, Rte 1, Hockley, Tex.

Louis Lenz
LOUIS LENZ, 4390 Harvest Lane
Houston, Texas

Norman C. Froelich
NORMAN FROELICH, Rte 1, Tomball,
Texas

Geo. L. Charlton
GEO. L. CHARLTON, Tomball, Tex

Dorothy Ashworth
(MRS.) DOROTHY ASHWORTH, Tomball,
Texas

G. W. Brautigam
G. W. BRAUTIGAM, Tomball, Texas

Magdalene Charlton
(MISS) MAGDALENE CHARLTON,
Tomball, Texas

Earl V. Hillegeist
EARL V. HILLEGEIST, Rte 1,
Tomball, Texas

I, the undersigned, a Notary Public, do hereby certify that on this 30th day of August, 1963, personally appeared before me W. H. ROMINE, LOUIS LUNZ, GEO. L. CHARLTON, G. W. BARNHART, H. L. MITCHELL, NORMAN C. FREEFLOCH, MISS DOCTORRY ASHCROFT, MISS MARDALENE CHARLTON, and EARL V. FILLINGIM, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

JOHN R. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1965

John R. Jones

Notary Public in and for Harris
County, T E X A S

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT at a meeting of the Members of SPRING CREEK COUNTY HISTORICAL ASSOCIATION, TOMBALL, TEXAS, held on the 18th Day of January, A.D. 1965, in conformity with the by-laws thereof, a majority of the Members of said Corporation voted to amend the Charter of SPRING CREEK COUNTY HISTORICAL ASSOCIATION, TOMBALL, TEXAS, to provide that in the event of dissolution of said ASSOCIATION the assets thereof will be distributed to a tax-exempt organization with similar purposes.

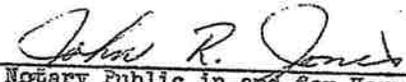
NOW, therefore, we the Board of Directors of said Corporation, in compliance with the action of the Members, on this 15th Day of March, A.D. 1965, have amended the Charter of said Corporation so that in the event of dissolution, the assets thereof will be distributed to a tax-exempt organization with similar purposes as this organization, and we hereby certify the same to the Secretary of State of the State of Texas.

IN TESTIMONY WHEREOF, we, the Directors of said Corporation, hereunto subscribed our names this, the 15th Day of March, A.D. 1965.

<u><i>W. R. Romine</i></u> W. R. ROMINE, Ret 1, Hockley, Tex.	<u><i>William E. Rikard</i></u> WILLIAM E. RIKARD, Tomball, Texas
<u><i>G. W. Brautigam</i></u> G. W. BRAUTIGAM, Tomball, Texas	<u><i>Geo. L. Charlton</i></u> GEO. L. CHARLTON, Tomball, Texas
<u><i>Norman C. Froehlich</i></u> NORMAN C. FROEHLICH, Rte 1, Tomball, Texas	<u><i>Louis Lenz</i></u> LOUIS LENZ, 4390 Harvest Lane, Houston, Texas
<u><i>Magdalene Charlton</i></u> (Miss) MAGDALENE CHARLTON, Tomball, Texas	<u><i>Dorothy Ashworth</i></u> (Mrs.) DOROTHY ASHWORTH, Tomball, Texas
	<u><i>Earl Hillegeist</i></u> EARL HILLEGEIST, Rte 1, Tomball, Tex.

I, the undersigned, a Notary Public, do hereby certify that on this 30th Day of March, 1965, personally appeared before me W. R. ROMINE, G. W. BRAUTIGAM, NORMAN C. FROELICH, (Miss) MAGDALENE CHARLTON, WILLIAM E. RIZARD, GEO. L. CHARLTON, LOUIS LEWZ, (Mrs.) DOROTHY ASHWORTH, and EARL HILLEGEST, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Directors, and that the statements therein contained are true.

JOHN R. JONES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1968


Notary Public in and for Harris
County, T E X A S



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: TOMBALL SISTER CITY

Organization Director: CRAIG BOGNER

Project or Event for which funding is requested: TGCM & TGHF

Date of Event: DEC. 9,10,11/ MAR. 24,25,26

Description of project or event for which funding is requested: 14TH ANNUAL GERMAN CHRISTMAS MARKET. 22 ANNUAL GERMAN HERITAGE FESTIVAL.

FEATURING LIVE MUSIC FROM GERMAN FOLK ARTISTS FROM AROUND TEXAS. ETHNIC FOLK DANCERS, OTHER MUSIC,ARTS,CRAFTS AND EXHIBITS.

THE DAY EVENT BRINGS VENDORS FROM AS FAR AWAY AS NEW YORK AND COLORADO.

Location of project or event: TOMBALL DEPOT PLAZA, MARKET STREET BETWEEN ELM AND PINE.

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2022-2023</u>	<u>\$ 160,000</u>
Amount Received for Previous Fiscal Year:	<u>2021-2022</u>	<u>\$ 160,000</u>
% increase requested over last year's grant:	<u>0</u> %	

2021-2022 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	47,000		47,000
Contracted Services		100,000	100,000
Labor vendor		11,000	11,000
Rental Expense	88,000	82,000	170,000
Depreciation/Mortgage			
Advertising	25,000	50,000	75,000
Insurance		5,000	5,000
Other expense		40,000	40,000
Exchange Students		3,000	3,000
Sister City Relations		12,000	12,000
Total	160,000	303,000	463,000

**Grants to an organization will not exceed 35% of the organization’s adopted budget
FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL**

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	<u>200,000</u>
Tuition	_____

<u>Concessions</u>	_____	_____50,000_____
<u>Memberships</u>	_____	_____
<u>Subscriptions</u>	_____	_____
<u>Other</u>	_____	_____55,000_____
	Total	_____305,000_____

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

ANSWER: 25,000 outside of Tomball will attend. Total attendances 60,000. Past studies and surveys with the City and hotels indicate many patrons are from out of town. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

ANSWER: Yes, Overnight stays. Past studies and surveys with the hotels and the City. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Organization Contact Name, Title, Address and Phone Number:

Craig Bogner, GM, P.O. Box 1131, Tomball, TX 77377, 832-715-6291

Contact's Signature:



Date:

7/19/2022



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Signature of Authorizing Official

Date

Typed Name

Title within Organization

Telephone

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. Be specific and give examples. Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.

ANSWER: Formally established in 2000, the sister city relationship between Tomball and Telgte goes back to 1996, when Christian C. Tiews and his Telgte-born wife Lula moved to the Tomball area and noticed the many similarities between Tomball and Lula's home town. Telgte (pronounced Tell-gee, as in "Telge Road"), is a quaint German town, pop. 18,700, situated in the park-like landscape of North Rhine-Westphalia, 10 miles east of Münster, in northwest Germany. It was founded in 1238 and is well known for its beautiful medieval architecture. Telgte is situated in the middle of Germany's "horse country". 34% of its economy is based on manufacturing, 21% on trade and tourism and 32% on other services. The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany. To this end the corporation will endeavor to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

2. Describe how any grant funds will be used.

ANSWER: The Grant Funds will be used to supplement the organizations advertising budget to continue to attract more visitors to the Sister City events and the City of Tomball.

3. List the programs and activities for the grant year.

ANSWER: The Sister City Organization will host a German Heritage Festival in March and a German Christmas Market in December. Additionally, the Sister City Organization encourages and supports a student exchange program. To date the exchange program had 60 students and families participate.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

ANSWER: 100% of our events take place in Tomball. The German Heritage Festival and the German Christmas Market have shown increased attendance and vendor participation each year from their inception (2000 for the Heritage Festival and 2007 for the Christmas Market). The Sister City has substantially increased their expenditures with the implementation of the additional shuttle transportation. The new system has provided a safe, stable and relatively quick transportation to the festival area and has been well received by the attendees.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

ANSWER: Vendors and out of town visitors occupy local area hotels and motels

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

ANSWER: Publicity and advertising for the events is done through state-wide magazine advertising local radio and television ads.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

ANSWER: The City of Tomball will receive sales tax dollars from the sales generated by the vendors, additional regional and state exposure to the City from the visitors to it and local business see increased traffic in their businesses.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

ANSWER: The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of the two events. The Sister City promotes their efforts and by extension promotes the city of Tomball in some of the following. City of Tomball Events, Greater Tomball Chamber of Commerce, Lone Star College, Tomball High School, Klein Fest, Houston Fest, Texas German Society and Texas Festivals and Events Association.



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insured" in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization's insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



Office of the Secretary of State

CERTIFICATE OF FILING
OF

The Tomball Sister City Organization
File Number: 800077334

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 01/19/2010

Effective: 01/19/2010



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

DATE OF THIS NOTICE: 01-21-2003
NUMBER OF THIS NOTICE: CP 575 E
EMPLOYER IDENTIFICATION NUMBER: 43-1991155
FORM: SS-4 NOBOD
0532957028 0

TOMBALL SISTER CITY ORGANIZATION
% CHRISTIAN TIEWS
401 MARKET ST
TOMBALL TX 77375

FOR ASSISTANCE CALL US AT:
1-800-829-0115

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 43-1991155. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 21 2003**

THE TOMBALL SISTER CITY
ORGANIZATION
401 MARKET ST
TOMBALL, TX 77375

Employer Identification Number:
43-1991155
DLN:
403136001
Contact Person:
GIL STOREY ID# 52603
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(4)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

THE TOMBALL SISTER CITY

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt

Letter 948 (DO/CG)

THE TOMBALL SISTER CITY

status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 948 (DO/CG)

Article I ORGANIZATION

- Section 1. Organization and Purpose. The Tomball Sister City Organization (hereafter referred to as the **TSCO**) is a non-profit corporation within the meaning of Section 501 (c) (4) of the United States Internal Revenue Code, incorporated under the laws of the State of Texas on 4/18/2002, filing number 800077334. The TSCO was incorporated for educational and charitable purposes, to foster and promote intercultural understanding and cooperation among the residents of the City of Tomball, through relationships with cities in other countries and through other related means.
- Section 2. The Principal Office. The principal office of the TSCO shall be in the city of Tomball, County of Harris, State of Texas, United States of America.
- Section 3. Other Offices. The TSCO may also have offices and places of business at other places as determined by the **Board of Directors** or as the business of the TSCO may require.

Article II MEMBERS AND MEMBERSHIP

- Section 1. Membership Purpose. The purpose of TSCO **Membership** is two-fold:
- a. To generate interest in the TSCO and its vision, and
 - b. To generate a minimal source of income for covering the TSCO's operating expenses and charitable contributions.
- Section 2. Period of Membership. The **Period of Membership** is January 1 through December 31.
- Section 3. Member Categories and Voting Rights. The TSCO shall have two **Member** categories: **Voting and Non-voting (Honorary) Members.**
- a. Voting Members are those persons or groups who apply for membership and make payment of the required **Membership Fee** for the Period of Membership. There shall be two types of Voting Members:
 - i. *Individual:* Any person 18 years or older: Individual Voting Members are entitled to one vote on matters calling for ratification by the TSCO Membership.
 - ii. *Corporate:* Any corporation, business, or association of corporations or businesses shall be entitled, through its duly recognized representative, one vote on matters calling for ratification by the TSCO Membership.
 - b. Non-voting (Honorary) Members are those persons or groups who have rendered conspicuous service for the improvement of international relations through activities connected with the TSCO, as determined by the Board of Directors. Non-voting (Honorary) Members shall not be allowed to vote on issues affecting the TSCO, but, without prejudice, may attend meetings, socials, and other TSCO activities as may occur, under the provisions appropriate to those activities.
- Section 4. Membership Application. Any person, family, or corporation desiring to be admitted as a Voting Member in the TSCO shall file a written **Membership Application**, as determined by the Board of Directors.
- Section 5. Membership Fees. The cost of and accounting for Membership Fees shall be as determined by the Board of Directors. Membership Fees are payable annually on or before January 1 and are delinquent on March 1, which constitutes **Membership Termination** (see Section 7).

Section 6. Membership Value. Membership in the TSCO is voluntary, intangible and shall have no monetary worth. Primary benefits to be derived from Membership in the TSCO shall be construed to be as stated in Article I of these By-Laws.

Section 7. Membership Termination or Withdrawal.

- a. Any cause which would render any person, family or corporation ineligible for membership in the TSCO under the provisions of these By-Laws may result in Membership Termination, as determined by the Board of Directors. Likewise, any member may, by giving written notice of such intention to the TSCO, withdraw from membership without cause, thereby constituting Membership Withdrawal.
- b. Terminations or Withdrawals shall be effective when recorded upon the books and records of the TSCO.
- c. All rights, privileges and interests of a member in or to the TSCO shall cease on Membership Termination or Membership Withdrawal or upon the termination of the TSCO as a corporation, whichever occurs first. Any forms submitted or any fees incurred by individuals, families or corporations as a result of seeking or obtaining membership shall remain the property of the TSCO, regardless of the date or reason for Membership Termination or Membership Withdrawal. There shall be no *pro rata* or other refunds of Membership Fees.

Section 8. Membership Rolls, Records and Administration. Membership Rolls and Records of the TSCO shall be maintained as determined by the Board of Directors. Administrative matters such as, but not limited to, the provision or non-provision of membership certificates, cards, mementos, incentives, terms of honorary membership(s) and the like shall be as determined by the Board of Directors.

Article III
DIRECTORS AND BOARD OF DIRECTORS

- Section 1. Purpose. The business and affairs of the TSCO shall be vested in, controlled by and conducted by a Board of Directors (**Board**).
- Section 2. Duties. It shall be the duty of the Board:
- a. To carry on and conduct the business of the TSCO for its Members.
 - b. To perform all acts necessary and proper to carry out the objectives and purposes of the TSCO.
- Section 3. Structure. The Board shall be comprised of not less than seven (7) nor more than fifteen (15) **Directors**. Fewer than seven Voting Members willing to serve as Directors becomes grounds for corporation dissolution.
- Section 4. Classes of Directors. There shall be two classes of Directors:
- a. **Elected Directors** (no more than 12 and no fewer than 4, total) shall be elected from among the Voting Members of the TSCO, by the Voting Members at the **Annual Membership Meeting** (See Article V).
 - b. **Appointed Directors** (no more than 3, total) may be appointed by the incumbent Tomball Mayor and Council. To vote on Board matters, an Appointed Director must be a Voting Member.
- Section 5. Term. Directors shall serve a three (3) year term.
- a. Terms shall be staggered, the intent being to elect or appoint one-third of all Directors each calendar year.
 - b. Any Director may be removed from office for cause by a three-fourths vote of the remaining Board or by a majority vote of the Voting Members.
 - c. The Board has the authority to fill a vacant Elected Director position with a qualified Voting Member, but only until the next Annual Membership Meeting. A new Elected Director filling the vacancy will serve only until the end of the original vacated term.
 - d. The Mayor and Council have the authority to fill a vacant Appointed Director position at any time, to serve only until the end of the original vacated term.

- e. In the event all Elected Directors resign or their positions otherwise become vacant, their successors shall be elected at a **Special Membership Meeting** or at the Annual Membership Meeting in accordance with the provisions of these By-Laws (see Article V).

Section 6. Compensation. The Directors shall not receive any compensation for their services as such, but, by resolution of the Board, Directors may be reimbursed for actual and necessary expenses incurred in the performance of their duties.

Section 7. Policies and Procedures. The Board of Directors shall operate under their own written and voted **Policies and Procedures** to manage the affairs of the TSCO or to conduct its business.

- a. The TSCO shall maintain a file of Policies and Procedures, which shall be open to inspection by all Members.
- b. Policies and Procedures may be changed or rescinded by a simple majority vote of those Directors present (if a **Quorum**) at any **Regular Board Meeting** (see Article V).

Section 8 Liaisons. Board of Directors shall recognize and request the following offices serve themselves or appoint an agent as permanent Liaisons to the Board. These offices are the City Manager of Tomball, President of the Tomball Community College, President of Tomball Chamber of Commerce, and the Tomball I.S.D. Superintendent. Liaisons, without prejudice, may attend meetings, socials, and other TSCO activities as may occur, under the provisions appropriate to those activities.

Article IV OFFICERS

- Section 1. Purpose. The business and affairs of the Board of Directors shall be focused and administered by the TSCO **Officers.**
- Section 2. Duties. It shall be the duty of the Officers:
- a. To perform the necessary administrative functions for the TSCO to conduct its normal business requirements and corporate obligations.
 - b. To provide guidance and continuity in order to further the objectives and purposes of the TSCO.
- Section 3. Structure. The Officers of the TSCO shall be a President, a Vice-President, a Secretary, and a Treasurer.
- a. President. The President shall be the chief executive officer of the TSCO and as such shall:
 - i. Preside at all meetings of the Directors and members;
 - ii. Subject to the advice and control of the Directors, have general supervision of the affairs of the TSCO, and shall cause the approved resolutions of the Board of Directors to be carried into effect.
 - iii. Retain during his/her tenure, and pass on to his/her successor:
 - The TSCO Articles of Incorporation,
 - The latest copy of the TSCO By-Laws, and
 - The Policies and Procedures of the TSCO.
 - iv. Maintain official copies at Tomball City Hall.
 - b. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and perform additional duties as the Board of Directors shall prescribe.
 - c. Secretary. The Secretary shall:
 - i. Attend all meetings of the Members and of the Board of Directors and keep full and complete minutes of the proceedings; in case of absence, the President shall designate a Secretary for that meeting from among the Board of Directors.
 - ii. Maintain an historical record of all written TSCO Minutes (monthly or otherwise)
 - iii. Have custody and control of the corporate seal of the TSCO.

iv. Perform and discharge such other duties as may be required by law, by the Articles of Incorporation, by these By-Laws, or by the Board of Directors.

d. Treasurer. The Treasurer shall:

- i. Receive and keep all funds of the TSCO and deposit the same in such bank or banks as designated by the Board of Directors. He/she shall have authority to sign checks alone for up to \$200.00. Any checks in excess of \$200.00 shall require two authorized signatures.
- ii. Keep accurate and timely records of all fiduciary accounts, receipts, disbursements, appropriations and obligations, and provide an accounting of same at each Regular Board Meeting.
- iii. Prepare an Annual Budget in conjunction with guidance determined by the Board of Directors.
- iv. Maintain a complete historical record of TSCO budgets, monthly Treasurer Reports and other financial documents.
- v. Perform and discharge other duties as may be required by law, by the Articles of Incorporation, by the By-Laws, or by the Board of Directors.

Section 4. Qualifications. Officers will be chosen by the Directors from among those Directors who are also Voting Members, according to procedures determined by the Board.

Section 5. Term. Officers shall serve a one (1) year term, from October 1 through September 30.

- a. Election of Officers shall be held at the Annual meeting of the Board of Directors in September of each year, and those positions will be effective as of that meeting.
- b. Any Officer may be removed from office for good cause by a three-fourths vote of the Board or by a majority vote of the Voting Members.
- c. Vacancies, however occurring, will be filled for only the remaining term of the vacant position.

Article V Committees

Section 1. Purpose: The purpose of committees is to strengthen the role of the Board of Directors by explaining, proposing, studying and/or recommending courses of action for review by the Board of Directors and for presentation to the membership.

Section 2. Committee Formation: Members of the committees shall be recommended by the President and approved by the Board of Directors or may be selected by the Committee Chair. Committee members may come from the Directors, TSCO membership or the community at large. Committee members serve at the pleasure of the Board and the Committee Chair.

Section 3. Rules Governing Committees:

- a. The Chair of a committee must be a member of the Board of Directors. Unless the Board of Directors has selected a chairperson or the Chair is otherwise designated in these by-laws, the committee shall select a chair from its own number.
- b. Non-board members may be appointed to Board committees with the exception of the Executive Committee. However, in no case will non-board members make up the majority of any committee.
- c. The designation of any committee and the delegation thereto of authority shall not relieve the Board, or any member thereof, of any responsibility imposed by law, the Articles of Incorporation or the By-Laws.

- d. The Board of Directors, with approval of a majority of the entire Board, may abolish a committee, except for Standing Committees. Standing Committees may be abolished only by an amendment to these by-laws.
- e. No committee shall expend money or incur a financial obligation for TSCO without submitting a request to and receiving prior approval from the Board of Directors. Such request shall contain a detailed budget, including expenses and where income is coming from to support the program.

Section 4. Committee Role and Duties: All committees shall act in an advisory capacity to the Board and each shall have powers and perform such duties not inconsistent with law, the Articles of Incorporation and the by-laws. Except in cases where otherwise provided in the by-laws, a majority of the committee shall constitute a quorum. The vote of a majority of such quorum at a duly constituted meeting shall be sufficient to pass any measure. The rules and regulations governing Standing Committees apply to Ad Hoc Committees. Committee structure is determined by function and responsibility, role and definition.

- a. Each committee shall keep a full and fair account of its transactions.
- b. All business, acts or recommendations of a committee shall be reported by the Chair of the Committee to the Board of Directors at their next meeting. The Board of Directors shall review reports and may approve or disapprove of committee reports.
- c. When designated by the by-laws or upon need, the Chair of the Committee shall submit a report and recommendations to the membership at the annual meeting for their consideration and vote.

- Section 5. Meeting of Committees: Meetings will be called by the Chair of the committee. Committees shall also meet at the call of the President or any three (3) members of the Committee.
- Section 6. Standing Committees: The following shall be the Standing Committees of TSCO. Each standing committee shall have and may exercise all the authority as may be assigned to it by the Board of Directors and the by-laws.
- a. **By-Laws Committee**: The By-Laws Committee shall meet to review and update the by-laws at least biennially in even years or as needed. The membership or the board may submit by-laws to the Committee as a recommended item for vote at the annual meeting.
 - i. The By-Laws Committee reviews by-laws for continuity, language or administrative conflicts.
 - ii. The By-Laws Committee submits all proposed by-law changes to the Board for review and recommendation of acceptance or rejection.
 - iii. The By-Laws Committee will prepare a written presentation to the membership that will reflect the existing by-laws, proposed changes and the Board position. The pro and con positions can be discussed at the annual meeting, prior to the general membership meeting.
 - iv. The Chair of the By-Laws Committee shall give the presentation on proposed by-law changes to the membership at the annual meeting.

- b. **Student Exchange Committee:** The Student Exchange Committee shall meet as necessary to conduct and oversee the exchange of students. The purpose of this committee shall be to oversee the exchange of all students between sister city communities.
 - i. The Student Exchange Committee recruits host families or students as necessary.
 - ii. The Student Exchange Committee makes policies concerning exchange students and host families as necessary and not in conflict with TSCO Articles or By-Laws or Sister City International Policies.
 - iii. The Student Exchange Committee will prepare a written presentation to the membership that will be presented to the annual membership as a status of the program.
 - iv. The Wayne Stovall Scholarship

- c. **Tomball German Heritage Festival Committee:** TSCO began the event in 2001 as a one-day community event and has become an annual, family-oriented festival promoting camaraderie and fun, including arts and crafts, children's activities, such as a petting zoo and rides, German music and dancing, Heritage center and German church, Alphenfest, the premier German band in Texas, German food concessions, a Biergarten and vendor booths. In 2004 the festival became a two day event.
 - i. The focus of the Tomball German Heritage Festival is the celebration of Tomball's prominent German American heritage, legacy of the determined nineteenth century immigrants who settled in the Tomball and surrounding areas over 150 years ago.
 - ii. The City of Tomball, the Tomball Area Chamber of Commerce, numerous civic clubs, businesses, and private donors have actively supported the Festival since its inception.

- iii. More than 20,000 – 30,000 people have attended the Festival yearly, bringing the community together and bringing visitors into Tomball, thereby creating a significant tourism event, benefiting the Festival’s many supporters.
- iv. The TSCO desires and request the support and endorsement of the City of Tomball in this community-wide effort.

d. Public Relations Committee: The Public Relations Committee shall meet as necessary to conduct and oversee the communication of TSCO business. The purpose of the Public Relations Committee is to provide all external and internal official TSCO communication.

- i. The Public Relations Committee maintains a directory of current memberships and affiliations.
- ii. The Public Relations Committee makes policies concerning communications as necessary and not in conflict with TSCO Articles or By-Laws or Sister City International Policies.
- iii. The Public Relations Committee will prepare a written presentation to the membership that will be presented to the annual membership as a status of the events not covered by other committees.
- iv. The Public Relations Committee shall produce a TSCO newsletter as given in the TSCO Policy and Procedures.

Section 7. Ad Hoc Committees. Committees referred to as Ad Hoc Committees are committees that from time to time, and as necessary, are created and authorized to fulfill an organizational need. Such committees shall be designated by the President with approval of the Board of Directors, for such tasks as circumstances warrant. The committee shall limit its activities to the accomplishment of the task, for which it is appointed and shall have no power to act, except as is specifically conferred by the Board

of Directors. Upon completion of tasks for which the committee is appointed, such committee shall stand discharged

Article VI MEETINGS

Section 1. Types of Meetings.

- a. Membership Meetings
 - i. Annual
 - ii. Special
- b. Board Meetings
 - i. Regular
 - ii. Special

Section 2. Membership Meetings

- a. Annual Membership Meeting.
 - i. There shall be an Annual Membership Meeting in the month of September each year, within the city limits of the City of Tomball, unless otherwise determined by the Board of Directors.
 - ii. The purposes of the Annual Membership Meeting are to:
 - Elect TSCO Directors to vacant or expiring positions,
 - Receive annual reports from TSCO Officers and
 - Transact other TSCO business as required.
 - iii. Any program beyond the purposes set forth above shall be arranged by the Board of Directors, and shall be devoted to subjects of general interest to TSCO Members.
 - iv. Specific Procedures for Annual Membership Meetings.
 - a. Nominations for Elected Directors.
 - 1. The President shall appoint a **Nominating Committee**, consisting of at least three Voting Members who may, but need not be Directors, but who may not be candidates for election or re-election that year, to nominate candidates for any Elected Director vacancies.
 - 2. In addition, at the Annual Membership Meeting, nominations of any Voting Member may be made from the floor by another Voting Member. A Voting Member nominated from the floor must accept the nomination before his or her name shall be placed on the ballot. Any person or committee nominating a Voting Member for Director must have the written consent of the nominee at the time of nomination, if the nominee is not present to accept in person.

- b. Voting at the Annual Membership Meeting.
 1. Each Voting Member who has paid his or her annual Membership Fee by September 1 of that year shall be entitled to vote at the Annual Membership Meeting. Likewise, the statutory agent or any person properly authorized in writing may cast the vote for a Corporate Voting Member.
 2. Voting for the election of TSCO Elected Directors at the Annual Membership Meeting shall be by secret paper ballot, unless done by acclamation. In all other matters, the Chair of the meeting (TSCO President) shall have the authority to conduct voting by voice, show of hands, or paper ballot.
 3. Any candidate for the position of Director shall have the right to an observer during the vote count.
 4. The actual paper ballots cast shall be retained for a period of thirty (30) calendar days by the TSCO Secretary, during which time any Voting Member may review them and note a challenge to any election.
- c. Special Membership Meeting.
 1. The purpose of a Special Membership Meeting is to conduct business that is of such urgency that it cannot wait until the next Annual Membership Meeting.
 2. Special Membership Meetings may be called by
 3. The President,
 4. A majority of the Board of Directors, or
 5. A petition of at least ten percent (10%) of the Voting Members, which must be submitted to the President at least 30 days prior to the date of the requested meeting.
 6. Any call for a Special Membership Meeting shall state the day, date, time and place of the meeting, which must occur within the city limits of Tomball, Texas.
 7. If no designation is made, the place of meeting shall be the Tomball City Hall
- d. Procedures applicable to either Annual or Special Membership Meetings.
 1. Notice of Annual or Special Membership Meeting.
 - Notice stating the day, date, time and place of any Annual or Special Membership Meeting shall be by the official Tomball City Newsletter, another newspaper of general circulation in the City of Tomball, and to Members (Voting and Honorary) by First Class mail.
 - Mailing, notification or public notice shall occur not less than one (1) week before the date of the meeting.

2. Quorum at Annual or Special Membership Meeting. Ten percent (10%) of the Voting Members of the TSCO present in person at any Annual or Special Membership Meeting, shall constitute a Quorum for the transaction of any and all business.
3. Order of Business at Annual or Special Membership Meeting. This order of business may be altered or suspended at any meeting by a majority vote of the Voting Members present. Parenthetical entries show primary responsibility for the Agenda item.
 - Call to order. (President)
 - Approval of the Agenda. (Voting Members)
 - Approval of Minutes of previous meeting. (Voting Members)
 - Communications. (Secretary)
 - Reports of Officers. (President, Vice-President, Treasurer, Secretary)
 - Special reports. (Board and/or Members)
 - Old business. (Board and/or Members)
 - New business. (Board and/or Members)
 - Election of Directors. (Nominating Committee and Voting Members)
 - Adjournment. (President)
4. Presiding Officers at Annual or Special Membership Meetings. The President and the Secretary of the TSCO shall act as Chair and Secretary respectively at all Annual or Special Membership Meetings.

Section 3. Board Meetings

a. Regular Board Meetings.

- i. There shall be a scheduled, **quarterly** Regular Board Meeting at a time and place as determined by the Board of Directors.
- ii. The purpose of the Regular Board Meeting is to transact TSCO business, as required.
- iii. Regular Board Meetings will be open.
- iv. Attendance is important; the TSCO has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board or committee members. The Chair of the Board or Committee can excuse a member's absence.

- b. Procedures for Regular Board Meetings.
 - i. Notice of Regular Board Meetings: every reasonable attempt shall be made to inform the TSCO Membership of the day, date, time and place of all Regular Board Meetings. This will normally be accomplished through the official Tomball City Newsletter and TSCO announcements as determined by the Board of Directors, and will normally be available via the Tomball City Hall master calendar of events.
 - ii. Regular Board Meetings may be canceled or deferred by the President for inclement weather or other valid reason.
- c. Special Board Meetings.
 - i. Special Board Meetings may be called by the President or by a majority of the Board of Directors at a day, date, time and place appointed by those calling the meeting.
 - ii. The purpose of a Special Board Meeting is to conduct business that is of such urgency that it cannot wait until the next Regular Board Meeting.
 - iii. When a Special Board Meeting is called, the Secretary shall give the Directors five (5) days notice of such meeting by mail, or forty-eight (48) hours notice by telephone, stating day, date, time, place, and the principal items of business to be transacted.
- d. Procedures applicable to either Regular or Special Board Meetings.
 - i. Quorum: Attendance at any Board Meeting by at least fifty percent (50%) of the Directors who are Voting Members shall constitute a Quorum for the transaction of any and all business by the Board.
 - ii. Order of Business: The order of business for any Board Meeting shall be established by the President or the Directors, as appropriate.



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377

Tomball Sister City Board or the IRS does not require Audits. We fill out the required 990 that is inserted into this packet. The Amount of the Audit is 10 to 15K. If this committee would like to provide the extra funds for the Audit TSCO will complete one to your specifications.

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the **2020** calendar year, or tax year beginning **October 01**, 2020, and ending **September 30**, 20 21

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization **TOMBALL SISTER CITY ORGANIZATION**
 Doing business as
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
14107 SPRING PINES DR
 City or town, state or province, country, and ZIP or foreign postal code
TOMBALL, TX 77375-2315

D Employer identification number
43-1991155

E Telephone number
281-924-3324

G Gross receipts \$ **258,550**

F Name and address of principal officer: **Grady Martin**
14107 SPRING PINES DR, TOMBALL, TX 77375-2315

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. See instructions

I Tax-exempt status: 501(c)(3) 501(c) (4) 4947(a)(1) or 527

J Website: ▶ **H(c)** Group exemption number ▶

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **2002** **M** State of legal domicile: **TX**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <i>Promote the German Heritage of the Tomball community through presenting a Christmas Market in the winter and a heritage festival in the spring of each year.</i>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	1
	6 Total number of volunteers (estimate if necessary)	6	50
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a \$	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b \$	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	\$ 160,000	\$ 0
	9 Program service revenue (Part VIII, line 2g)	\$ 167,901	\$ 257,712
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	\$ 101	\$ 5
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	\$ 1,178	\$ 833
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	\$ 329,180	\$ 258,550
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	\$ 0	\$ 0
	14 Benefits paid to or for members (Part IX, column (A), line 4)	\$ 0	\$ 0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	\$ 51,224	\$ 52,228
	16a Professional fundraising fees (Part IX, column (A), line 11e)	\$ 0	\$ 0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶	0	0
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	\$ 239,114	\$ 203,372
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	\$ 290,338	\$ 255,600	
19 Revenue less expenses. Subtract line 18 from line 12	\$ 38,842	\$ 2,950	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	\$ 204,555	\$ 208,288
	21 Total liabilities (Part X, line 26)	\$ 9,315	\$ 14,056
	22 Net assets or fund balances. Subtract line 21 from line 20	\$ 195,240	\$ 194,232

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: Craig Bogner, Executive Director Date: _____
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Promote the German Heritage of the Tomball community through presenting a Christmas Market in the winter and a heritage festival in the spring of each year.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses \$ 164,274 including grants of \$ 0) (Revenue \$ 177,712)
The festival brings approximately 50,000 visitors to Tomball during its 3 days of operations and provides visitors with the opportunity to experience German foods, crafts, dancing, and music. The festival provides an opportunity for our school districts German Exchange students to enjoy their experience in Texas.

4b (Code: _____) (Expenses \$ 13,450 including grants of \$ 0) (Revenue \$ 80,000)
The German Christmas Market offers visitors the opportunity to purchase German crafts and other items during the 3 days of its operations. Music, food, and beverages are also available.

4c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4d Other program services (Describe on Schedule O.)
(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses **▶ 177,724**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> See instructions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	<input type="checkbox"/>	<input type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I See instructions</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	<input type="checkbox"/>	<input type="checkbox"/>
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	<input type="checkbox"/>	<input type="checkbox"/>
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	<input type="checkbox"/>	<input type="checkbox"/>
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	<input type="checkbox"/>	<input type="checkbox"/>
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	<input type="checkbox"/>	<input type="checkbox"/>
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2	<input type="checkbox"/>	<input type="checkbox"/>
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	<input type="checkbox"/>	<input type="checkbox"/>

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 1		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	<input type="checkbox"/>	<input type="checkbox"/>
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<input type="checkbox"/>	<input type="checkbox"/>
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<input type="checkbox"/>	<input type="checkbox"/>
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<input type="checkbox"/>	<input type="checkbox"/>
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<input type="checkbox"/>	<input type="checkbox"/>
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<input type="checkbox"/>	<input type="checkbox"/>
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<input type="checkbox"/>	<input type="checkbox"/>
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<input type="checkbox"/>	<input type="checkbox"/>
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<input type="checkbox"/>	<input type="checkbox"/>
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<input type="checkbox"/>	<input type="checkbox"/>
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<input type="checkbox"/>	<input type="checkbox"/>
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	<input type="checkbox"/>	<input type="checkbox"/>
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<input type="checkbox"/>	<input type="checkbox"/>
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	<input type="checkbox"/>	<input type="checkbox"/>
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	<input type="checkbox"/>	<input type="checkbox"/>
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<input type="checkbox"/>	<input type="checkbox"/>
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year 1a 5 If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent 1b 0		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Did the organization have members or stockholders?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	a The governing body?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8b	b Each committee with authority to act on behalf of the governing body?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? <i>If "Yes," provide the names and addresses on Schedule O</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10b	b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	<input type="checkbox"/>	<input type="checkbox"/>
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? <i>If "No," go to line 13</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12b	b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	<input type="checkbox"/>	<input type="checkbox"/>
12c	c Did the organization regularly and consistently monitor and enforce compliance with the policy? <i>If "Yes," describe in Schedule O how this was done</i>	<input type="checkbox"/>	<input type="checkbox"/>
13	Did the organization have a written whistleblower policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Did the organization have a written document retention and destruction policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	a The organization's CEO, Executive Director, or top management official	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15b	b Other officers or key employees of the organization	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16b	b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	<input type="checkbox"/>	<input type="checkbox"/>

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ►

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ►
Craig Bogner, PO Box 1131, Tomball, TX 77377 (832) 715-6291

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Grady Martin Chariman	25 0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
(2) Kit Pfeiffer Vice Chairman	10 0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
(3) Sandra Martin Secretary	10 0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
(4) Sandra Martin Treasurer	10 0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
(5) Craig Bogner Executive Director	40 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48,300	0	0
(6)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(7)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(8)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(9)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(10)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(11)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(12)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(13)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(14)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(16)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(17)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(18)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(19)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(20)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(21)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(22)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(23)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(24)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
(25)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							48,300	0		0

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514		
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a 0						
	b Membership dues	1b 0						
	c Fundraising events	1c 0						
	d Related organizations	1d 0						
	e Government grants (contributions)	1e 0						
	f All other contributions, gifts, grants, and similar amounts not included above	1f 0						
	g Noncash contributions included in lines 1a-1f	1g \$ 0						
	h Total. Add lines 1a-1f ▶						0	
Program Service Revenue			Business Code					
	2a Civic and Social Organizations	813410	177,712	177,712	0	0		
	b Civic and Social Organizations	813410	80,000	80,000	0	0		
	c							
	d							
	e							
	f All other program service revenue							
g Total. Add lines 2a-2f ▶		257,712						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶		5	5	0	0		
	4 Income from investment of tax-exempt bond proceeds ▶		0	0	0	0		
	5 Royalties ▶		0	0	0	0		
	6a Gross rents	6a	(i) Real					
			(ii) Personal					
			b Less: rental expenses					6b
			c Rental income or (loss)					6c
	d Net rental income or (loss) ▶							
	7a Gross amount from sales of assets other than inventory	7a	(i) Securities					
			(ii) Other					
			b Less: cost or other basis and sales expenses					7b
			c Gain or (loss)					7c
	d Net gain or (loss) ▶							
	8a Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18	8a 0						
	b Less: direct expenses	8b 0						
c Net income or (loss) from fundraising events ▶		0					0	0
9a Gross income from gaming activities. See Part IV, line 19	9a							
b Less: direct expenses	9b							
c Net income or (loss) from gaming activities ▶								
10a Gross sales of inventory, less returns and allowances	10a							
b Less: cost of goods sold	10b							
c Net income or (loss) from sales of inventory ▶								
Miscellaneous Revenue			Business Code					
	11a		833	833	0	0		
	b							
	c							
	d All other revenue							
e Total. Add lines 11a-11d ▶		833						
12 Total revenue. See instructions ▶		258,550	258,550	0				

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	48,300	0	48,300	0
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0	0	0	0
7 Other salaries and wages	0	0	0	0
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0	0	0	0
9 Other employee benefits	234	0	234	0
10 Payroll taxes	3,694	0	3,694	0
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	34,601	34,601	0	0
13 Office expenses	14,140	640	13,500	0
14 Information technology	0	0	0	0
15 Royalties	0	0	0	0
16 Occupancy	0	0	0	0
17 Travel	0	0	0	0
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0	0	0	0
19 Conferences, conventions, and meetings	140,410	138,637	1,773	0
20 Interest	0	0	0	0
21 Payments to affiliates	0	0	0	0
22 Depreciation, depletion, and amortization	1,126	0	1,126	0
23 Insurance	3,939	2,996	943	0
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Auto	2,201	0	2,201	0
b Donations	252	0	252	0
c Meals	1,681	0	1,681	0
d Repair/Maint	2,846	0	2,846	0
e All other expenses	2,176	850	1,326	0
25 Total functional expenses. Add lines 1 through 24e	255,600	177,724	77,876	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	198,363	1	202,313
	2 Savings and temporary cash investments	0	2	0
	3 Pledges and grants receivable, net	0	3	0
	4 Accounts receivable, net	0	4	0
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	0	5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)	0	6	0
	7 Notes and loans receivable, net	0	7	0
	8 Inventories for sale or use	0	8	0
	9 Prepaid expenses and deferred charges	0	9	0
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	11,605		
	b Less: accumulated depreciation	5,630	10c	5,975
	11 Investments—publicly traded securities	0	11	0
	12 Investments—other securities. See Part IV, line 11	0	12	0
	13 Investments—program-related. See Part IV, line 11	0	13	0
	14 Intangible assets	0	14	0
	15 Other assets. See Part IV, line 11	0	15	0
16 Total assets. Add lines 1 through 15 (must equal line 33)	204,555	16	208,288	
Liabilities	17 Accounts payable and accrued expenses	0	17	0
	18 Grants payable	0	18	0
	19 Deferred revenue	0	19	0
	20 Tax-exempt bond liabilities	0	20	0
	21 Escrow or custodial account liability. Complete Part IV of Schedule D	0	21	0
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	0	22	0
	23 Secured mortgages and notes payable to unrelated third parties	0	23	0
	24 Unsecured notes and loans payable to unrelated third parties	0	24	0
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D	9,315	25	14,056
	26 Total liabilities. Add lines 17 through 25	9,315	26	14,056
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions		27	
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds	0	29	0
	30 Paid-in or capital surplus, or land, building, or equipment fund	0	30	0
	31 Retained earnings, endowment, accumulated income, or other funds	195,240	31	194,232
32 Total net assets or fund balances	195,240	32	194,232	
33 Total liabilities and net assets/fund balances	204,555	33	208,288	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	258,550
2	Total expenses (must equal Part IX, column (A), line 25)	2	255,600
3	Revenue less expenses. Subtract line 2 from line 1	3	2,950
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	195,240
5	Net unrealized gains (losses) on investments	5	(3,958)
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	0
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	194,232

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	<input type="checkbox"/>	<input type="checkbox"/>
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: TOMBALL SISTER CITY ORGANIZATION; Employer identification number: 43-1991155

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows 1-4 for values, 5-6 for yes/no questions.

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements... 2 Complete lines 2a through 2d... 3 Number of conservation easements modified... 4 Number of states... 5 Does the organization have a written policy... 6 Staff and volunteer hours... 7 Amount of expenses... 8 Does each conservation easement... 9 In Part XIII, describe how the organization reports...

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report... 1b If the organization elected, as permitted under FASB ASC 958, to report... 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain...

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** Public exhibition
 - b** Scholarly research
 - c** Preservation for future generations
 - d** Loan or exchange program
 - e** Other _____
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|--|-----------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a** Board designated or quasi-endowment ▶ _____ %
 - b** Permanent endowment ▶ _____ %
 - c** Term endowment ▶ _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|--|--------------------------|
| (i) Unrelated organizations | 3a(i) <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) Related organizations | 3a(ii) <input type="checkbox"/> | <input type="checkbox"/> |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b <input type="checkbox"/> | <input type="checkbox"/> |

- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment	8,248		5,630	2,618
e Other	3,357			3,357
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶				5,975

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) . ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) . ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	(1)
(2) Exchange Student fund balance	8,134
(3) Credit Card	5,923
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	14,056

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII .

ExplanationTxt:

**SCHEDULE O
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

**Open to Public
Inspection**

Name of the organization
TOMBALL SISTER CITY ORGANIZATION

Employer identification number
43-1991155

#1: FormAndLineReferenceDesc: Part VI, Section B, Line 11b

ExplanationTxt:

Board members review their copies of the tax return at a monthly board member.

#2: FormAndLineReferenceDesc: Part VI, Section C, Line 19

ExplanationTxt:

No documents available to the public

Public Information Report

Public Information Report
THE TOMBALL SISTER CITY ORGANIZATION
Report Year :2021

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.texas.gov or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

Title	Name and Address
DIRECTOR	CRAIG BOGNER 31226 ANTONIA LN TOMBALL, TX 77375
TREASURER	CRAIG BOGNER 31226 ANTONIA LN TOMBALL, TX 77375
DIRECTOR	GRADY MARTIN 8118 BOUDREAUX TOMBALL, TX 77375
DIRECTOR	KIT PFEIFFER 31214 HELEN LANE TOMBALL, TX 77375



Franchise Tax Account Status

As of : 07/18/2022 16:14:46

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

THE TOMBALL SISTER CITY ORGANIZATION

Texas Taxpayer Number 32005205433

Mailing Address PO BOX 1131 TOMBALL, TX 77377-1131

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 04/18/2002

Texas SOS File Number 0800077334

Registered Agent Name GRADY MARTIN

Registered Office Street Address 8118 BOUDREAUX RD. SPRING, TX 77379



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377

Tomball Sister City Board Meetings
October 2022 – Oct 2023

October 6, 2022
March 16, 2023
May 18, 2023
August 17, 2023

Craig Bogner

832-715-6291
31226 Antonia Lane, Tomball, TX 77375

craigbogner@gmail.com

Work History

May 2016 – current

Tomball Sister City – General Manager Tomball German Festivals

Duties & Responsibilities

Oversee all the working of the Tomball German Heritage Festivals and the Tomball German Christmas Festivals. Vendor applications, Advertising, Permits, Entertainment Budgets, Traffic Flow and Safety.

March 2004 – March 2016

Owner , Kwik Kopy Printing, Tomball, TX

Duties & Responsibilities

Supervised day to day operations of the prepress department, press room and bindery. Maintained accounts receivable and accounts payable daily.

March 2002 – May 2004

Advertising Consultant, AutoTrader.com

Duties & Responsibilities

Worked with independent and franchised auto dealers. Both active and prospect accounts in defined territories. Help guide and educate dealers to make the best advertising decision.

March 2000 – March 2002

Account Representative, Arcadia Financial

Duties & Responsibilities

Worked with independent and franchised auto dealers. Both active and prospect accounts in defined territories. To help produce sub-prime auto loans

March 1998 – March 2000

Financial Director, Streater Smith Honda

Duties & Responsibilities

Director of 3 dealerships in the financial and insurance department. Matching customers and financial institutions and insurance company's.

Education

Various Program Certifications

United States Navy

Honorable discharge E-5

Non-Degree Program

Lone Star College System – North Harris

High School Diploma/GED

Magnolia High School



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

Applications may be mailed or hand delivered to:

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

Applicant Organization: Houston Repertoire Ballet

Organization Director: Victoria Vittum, Artistic Director and Founder

Project or Event for which funding is requested: 2022 The Nutcracker Performance Series

Date of Event: November 30 - December 4, 2022 (8 performances, 2 dress rehearsals)

Description of project or event for which funding is requested: HRB's *The Nutcracker* is a classic holiday ballet enjoyed by all ages at affordable prices (\$15-\$25) attracting approximately 4,200 patrons and artists annually to Tomball's easily accessible venue. The performance series features professional guest artists, elaborate costumes and sets, along with exquisite dancing in a professionally staged performance which draws audience members from Houston and neighboring communities. The series also includes 3 free school performances for all Tomball ISD third graders.

Location of project or event: Tomball High School Theatre, Leonard Chambers Fine Arts Wing

330 Quinn Road

Tomball, TX 77375

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year: <u>2022-2023</u>	<u>\$ 19,000</u>
Amount Received for Previous Fiscal Year: <u>2021-2022</u>	<u>\$ 16,500</u>
% increase requested over last year's grant: <u>15</u> %	

Organization Budget Summary for Previous Fiscal Year 2021-2022

	City Funds	Other Funds	Total
Personnel	\$1,500 Tomball Stage Manager/Crew	\$12,850 Artistic Staff	\$14,350
Contracted Services	\$700 Security	\$11,000 Guest Artists fees	\$11,700
Travel		\$1,500 Guest Artist Travel and Meals	\$1,500
Rental Expense	\$14,297 Tomball HS Rental	\$1,381 Transportation Rentals	\$15,678
Depreciation/Mortgage	N/A	\$14,843 Rent, Utilities, etc.	\$14,843
Advertising	\$650 printed in Tomball	\$3,600	\$4,900
Insurance		\$4,500	\$4,500
Other Expenses	\$499 Arts & Education Booklets for Tomball ISD 3rd graders, printed in Tomball	\$38,811 Costumes/props/sets, Food, Ticket Sales fees, Foyer and Boutique, Scholarships, other production costs, administrative expenses, etc.	\$39,310
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total	\$17,646	\$88,485	\$106,131

Grants to an organization will not exceed 35% of the organization's adopted budget for the fiscal year shown above. *Funds spent in Tomball exceeded grant amount.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>	
Local	_____	
County	_____	
State	\$2,200	
Federal	_____	
<u>Other Investors/Contributors</u>		
Individual	\$1000	
Corporate	\$1000	
Foundations	_____	
<u>Fees</u>		
Admissions	\$75,692	
Applications	_____	
Vendors	_____	
Tuition	_____	
<u>Concessions</u>	\$4,126 - Nutcracker boutique and silent auction	
<u>Memberships</u>	_____	
<u>Subscriptions</u>	_____	2022 line items not included in 2021 budget:
<u>Other</u>	_____	\$30,000 orchestra
	_____	\$25,480 outreach program to Tomball ISD students
Total	<u>\$2,990 - fundraising</u> <u>\$ 86,008 (\$20,123 LOSS)</u>	

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?

Explain the basis for your answer to the preceding question: In 2021, HRB saw an astounding response to the return of its performance series of *The Nutcracker*, with all 4 Saturday and Sunday shows completely selling out, and the Friday night show at 95% capacity. Based on these numbers and ticket sales data, which indicated 97% of patrons originated from outside of Tomball zip codes, HRB anticipates the 2022 series to attract 4,260 non-Tomball residents as patrons and upwards of 160 performers and volunteers.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes. The long days associated with 2 days of dress rehearsals and 8 performances mandate that some of HRB's company members stay in the area throughout the week/weekend (some members live as far as Bryan, College Station, Waller, etc.). Feedback from HRB families following the 2021 Nutcracker indicated that rooms from multiple hotels were rented in Tomball that week. In addition, HRB patrons and members shop and dine in Tomball through the Nutcracker performance series.

Organization Contact Name: Ann Moore
Title: Executive Board Member
Address: 8515 Jackrabbit Road, Ste F
Houston, TX 77095
Phone Number: (832) 746-4000

Contact's Signature: 
Date: 07/17/2022



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Signature of Authorizing Official

Date

Michael Stewart

Typed Name

Executive Board President

Title within Organization

(713) 569-7853

Telephone

stewart_mj@yahoo.com

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. **Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee.** This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insured" in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization's insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

NARRATIVE QUESTIONS

1. Describe the history and purpose of the organization.

Houston Repertoire Ballet (HRB) is a non-profit 501(c)(3) youth ballet company conceptualized in 1994. HRB's was established to meet the need and desire to provide Northwest Harris County communities with the highest quality of dance education and performance experiences. HRB has grown to become the premier pre-professional ballet company in the area, requiring discipline and commitment from its company members. Each season, the company provides two major production series and a choreography production with recital. The company expects 68 members for the 2021-2022, who will train and rehearse 15-20 hours weekly. This reflects a nearly 40% year over year increase in membership, which had been impacted by the Covid-19 pandemic.

HRB's production of *The Nutcracker* in Tomball began in 1998, with a single show featuring only the second act. It has since flourished into a performance series featuring three abbreviated, and five full, shows, with the latter featuring 40 performers from the Cypress Philharmonic Orchestra. All performances are staged at the Tomball High School Theatre. This annual series provides an affordable and accessible yet professionally staged production—with beautiful sets, elaborate costumes, and talented dancers and musicians—to Tomball residents, while simultaneously drawing in non-local patrons, thus supporting the community and enriching the residents.

Due to state, local and TISD COVID-19 health protocols, HRB was unable to offer *The Nutcracker* performance series in 2020. In 2021, in compliance with COVID-19 safety precautions, performances did not include a live orchestra. Despite the lack of orchestra in 2021, all Saturday and Sunday performances completely sold out, with the Friday evening show at 95% capacity. For the 2022 performance series, HRB anticipates a return to full production status, with representative performances and ticket sales.

In addition, HRB has an established Arts and Education (A&E) program whereby free performances of *The Nutcracker* are offered to, and performed for, all third graders in Tomball ISD. Beginning in 2018, the A&E outreach program, called The Nutcracker Experience, offers free dance instruction and an opportunity to perform in the A&E shows to students from three Tomball ISD Title 1 schools: Tomball Elementary, Decker Prairie Elementary, and Rosehill Elementary. Although COVID-19 safety precautions prohibited the fulfillment of this experience in both 2020 and 2021, HRB will resume this program in 2022. HRB also anticipates an expansion of the performance series to include an additional elementary school with respective instruction, contingent upon scheduling and faculty willingness.

The official mission of Houston Repertoire Ballet is as follows:

“HRB is dedicated to the pursuit of excellence in the art of classical ballet, providing a program of the highest quality to local dancers through professional instruction, education and performance experience. To ensure quality, acceptance into the company is limited and by invitation only. The company gives talented, dedicated dancers the serious training needed for them to enter the professional world of dance, while providing cultural education and community service to surrounding cities.”

2. Describe how any grant funds will be used.

The funds provided by the City of Tomball's Hotel Occupancy Tax are earmarked for the Tomball community, either by direct spending or via enrichment. The facility rental expenses, which is budgeted at approximately \$15,000 for the 2022 series, is paid directly to Tomball ISD. In addition to ticketed performances, HRB provides Tomball ISD's third grade students three (3) free performances, which fulfill the arts component of their curriculum and bring the magic of live theatre directly to the students, a first-time experience for many. High school special needs students and dance students are also invited, contingent on enrollment numbers. The expenses of these two components alone more than returns Tomball's annual investment.

The stage crew is comprised of Tomball Stage students, director, a lighting director, all of whom are Tomball residents, along with HRB volunteers and an HRB stage manager. The Tomball students are compensated for their work while gaining valuable technical live production experience. In addition, HRB provides two \$750 scholarships annually to support graduating Tomball Stage students.

The funds are further distributed to Tomball area vendors for expenses related to security; flowers; production of the Arts & Education booklets distributed to Tomball ISD 3rd grade students at the free school day performances; *Nutcracker* posters and flyers; and refreshments for the dancers, backstage crew and volunteers. In addition, local purchases, including those of meals and snacks, made by production performers, personnel and patrons before and after the shows, benefit Tomball businesses. Food and other items are typically purchased from local Tomball establishments including Chili's, Starbucks, Chick-Fil-A, Pizza Hut, Kroger, Wal-Mart, and Target.

From 2017 to 2019, grant funds were also applied to support the expansion of our Nutcracker Experience, a successful outreach program involving third grade participants from Decker Prairie, Tomball, and Rosehill Elementary schools. Because of safety precautions related to the COVID-19 pandemic in 2020, and insufficient planning time due to the uncertainty surrounding COVID-19 protocols in 2021, HRB was unable to implement our much-loved program in both the 2020-2021 and 2021-2022 seasons. HRB will resume the Nutcracker Experience this season, and Tomball grant funds are used to support this endeavor. The total cost of the outreach program, which was not part of the 2021 budget, is anticipated to be \$25,480. This estimate includes a percentage of overall studio costs (facility, administrative, contractor fees, etc) and costs unique to the program, such as A&E booklet printing, scholarships, attire for student participants, and the costs associated with the additional theatre rental period, including expenses to support the extended presence of company members and volunteers.

The City of Tomball grant funds are dedicated to the support of the local Tomball economy, while bringing the arts and patrons directly to the Tomball community. Any remaining funds will be directed towards publicity expenses which bring awareness and patrons to the event in Tomball.

3. List the Programs and activities for the grant year.

The Tomball Hotel Occupancy Tax grant funds are fully applied to support the production of *The Nutcracker* in Tomball, enriching its arts community while encouraging the patronage of residents from other areas.

HRB's presence in Tomball will begin at "move-in" at the beginning of the week, followed by dress rehearsals on Tuesday, November 29 and Wednesday, November 30, 2022.

On Thursday, December 1, 2022, HRB will perform one (1) free show for Tomball ISD third grade students. On Friday, December 2, 2022, HRB will perform two (2) additional free shows for Tomball ISD third grade students.

All three performances for Tomball ISD third grade students, which take place during school hours and fulfill the arts component of their curriculum, provide an abbreviated performance that includes an educational talk as well as an informational Arts & Education booklet, a sample of which is provided (2021 edition). The cost of printing the Arts & Education booklets for the 2022 performances will be approximately \$700.

The evening of Friday, December 2, 2022, HRB will perform the season's first full performance of *The Nutcracker*. The following Saturday and Sunday, December 3-4, 2022, will include two (2) full length performances per day.

The lobby is set and decorated for the holidays, including a large Christmas tree, the HRB boutique, a silent auction area, and refreshments provided by Tomball High School's Jr ROTC as their own fundraiser.

HRB's season continues with an April performance series, *Celebration of Dance*, with a season finale, *Choreography Project*, in May. These performances are also held at Tomball High School Theatre. The *Celebration of Dance* performance series is offered at a low ticketed price, while the *Choreography Project* is offered free of charge. HRB brings the arts to the city of Tomball to delight area residents with affordable and accessible live performances while bringing in outside visitors and additional revenue to the city of Tomball each year.

Arts & Education abbreviated performances for Tomball ISD third graders
(Times are determined by Tomball ISD)

Admission: FREE

Thursday, December 1, 2022 – 12:15 pm

Friday, December 2, 2022 – 9:45 am, 12:15 pm

Full performances

Admission: \$15-25

Friday, December 2, 2022 – 7:00 pm

Saturday, December 3, 2022 – 2:00 pm, 7:00 pm

Sunday, December 5 – 1:00 pm, 4:30 pm

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

The Nutcracker Experience - In 2017, HRB and Tomball Elementary School launched an outreach program, The Mother Ginger Experience. The program was developed with Tomball ISD's Fine Arts Director, JD Janda, and supported by the school principal, Chad Schmidt. No prior dance experience was required, and after auditions, a group of boys and girls were selected to participate in the program. Rehearsals, costumes, shoes, and tights were provided free for all participants. The students learned simplified choreography which they performed in one of HRB's two free 2017 *The Nutcracker* Arts & Education performances. Due to the success of the program, and with much enthusiasm and encouragement from JD Janda and the elementary school principals, HRB expanded the outreach program, renamed The Nutcracker Experience, to include Decker Prairie Elementary in 2018. The 2018 program involved nearly 40 students, including nine males, and two participants received full tuition scholarships from an HRB patron to continue their dance training in weekly ballet classes at Ballet Center of Houston. The 2018 participants received 12 weeks of free dance instruction from HRB's highly qualified instructors at their respective elementary school campuses, and all tights, leotards, shoes and costumes were provided free of charge. The 2018 participants performed the roles of "little angels," "little soldiers," or "Mother Ginger's polichinelles." In 2019, the program was expanded further to include Rosehill Elementary fourth grade students, and a total of 70 students from Tomball, Decker Prairie, and Rosehill Elementary Schools participated in the Nutcracker Experience. These students auditioned, without prior dance experience required, at each school campus. Rehearsals with simplified choreography were taught free of charge by highly qualified HRB instructors on a weekly basis with costumes, tights, shoes, leotards and other materials included free of charge. Again, the student participants performed the roles of "little angels," "little soldiers," or "Mother Ginger's polichinelles" in the three free HRB Arts & Education productions provided to Tomball ISD third graders on December 6-7, 2019.

Due to COVID-19 safety precautions, HRB was unable to offer this beloved experience during the performance series in December 2020 nor December 2021. This December 2022, HRB will resume the Arts and Education Program of The Nutcracker Experience to Tomball ISD Title 1 elementary schools. We plan to maintain our previous three elementary school offerings and we are in the planning stages of offering the Experience to a fourth elementary school as well.

Ticket Sales - In 2019, 95-100% of seats for the five (5) ticketed performances of *The Nutcracker* were sold. In the 2021 season, tickets were sold out, with many potential customers calling requesting tickets before the shows. The seating capacity at the Tomball High School theatre is approximately 3,600 for the 5 ticketed shows (reserve handicapped seats and blocks for videographer). HRB's *The Nutcracker* continues to exceed patrons' expectation as its continued growth supports the need for high quality arts productions in Northwest Harris County, while attracting patrons to Tomball.

Live Orchestra - In 2013, HRB was joined by a live orchestra, the Cypress Philharmonic, for *The Nutcracker* full performances. This has elevated the production to one that would mirror almost any professional company's *Nutcracker* production, and has additionally increased attendance by drawing in a new audience. HRB's ticketed audience has steadily increased from 85% in 2010 with 3 full performances and one abbreviated show, to near capacity with four full shows and one abbreviated show for 2016-2018. In 2015, HRB added a 5th reduced price ticketed performance to meet demand, an abbreviated Arts & Education performance on Friday evening, which was and continued to be an advanced sell-out success every single year. For 2019, this abbreviated performance included the addition of the Cypress Philharmonic.

For the 2022 *Nutcracker* season, HRB will perform five full shows with live music provided by the Cypress Philharmonic Orchestra, including the Friday night show. We anticipate the orchestra cost to increase to \$30,000. However, HRB will maintain 2019 ticket prices, to maintain the accessibility to the arts that is core to its mission.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

HRB's production of *The Nutcracker* in Tomball directly satisfies "The Guidelines for Expenditures, Requests for Funding, and Reporting" published by the City of Tomball City Council on October 5, 2009, in article #4: "the encouragement, promotion, improvement and application of the arts, including....dance... and other arts related to the presentation, performance, execution and exhibition of these major art forms."

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

HRB's extensive marketing campaign includes poster and flyer distribution, print advertisements and press releases, as well as a strong social media presence, promoting name recognition and awareness of *The Nutcracker* in Tomball. The reputation and quality of HRB's *The Nutcracker* has made it a staple of Tomball's holiday season. In addition, HRB's casting of acclaimed guest artists, such as Houston Ballet principal dancers Jared Matthews (an HRB alumnus) and Yuriko Kajiya, provides additional marketing power.

HRB's extensive flyer and poster campaign is supported by a team of dedicated HRB volunteers. Houston area businesses are historically mapped, targeted and tracked to increase effectiveness.

HRB utilizes a publicity liaison to ensure local media sources, neighborhood newsletters and family event locators are targeted and extend notices via the internet and direct email to previous patrons. For the 2021-2022 season, our publicity liaison coordinated the inclusion of our organization's performances in two Houston Chronicle articles, interviews with our Artistic Director, and a front page cover in the Arts Section of a local publication. We are planning publicity outreach expansion to include radio interviews and on-air mentions.

As every publicity dollar spent is crucial, HRB evaluates its marketing techniques. Online ticket orders are accompanied by an inquiry regarding the manner in which a patron learned about HRB's *The Nutcracker* in Tomball.

Unique to 2017, due to flooding, Houston Ballet cancelled school performances that are frequented by many public, private and home education groups. Feedback from audience members revealed that the situation produced a draw for HRB's Arts & Education performance and in 2018, the Arts & Education performance sold out more than a week before the performance date. Although the circumstances were unique to 2018, feedback has indicated the effects of the additional exposure were not temporary, and continued to influence ticket sales in the following season.

HRB's publicity campaign brings patrons to Tomball, as 88.5% of tickets sold are from outside of Tomball zip codes.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

The City of Tomball will experience increased revenues in areas of shopping, dining, and hotel occupancy directly related to hosting HRB's *The Nutcracker*. The production will also provide cultural enrichment to Tomball residents and the students of Tomball ISD and elevate Tomball's artistic landscape.

With a direct partnership with JD Janda, Tomball ISD's Fine Arts Director, HRB will once again present three free matinee programs in 2021 to all TISD's third grade students, and thus fulfilling the arts component of their curriculum. With educational budget cuts as well as constraints on missing curriculum time, it would be impossible to bring the students to a venue outside of Tomball. HRB provides these performances at no cost to Tomball ISD, as part of HRB's community engagement, serving others while also allowing its dancers valuable performance experience. Furthermore, HRB offers two \$750 scholarships to Tomball Stage members to apply to their education after high school graduation, building community relationships and providing another investment in Tomball. At the conclusion of *The Nutcracker*, two 3rd grade dancers from Tomball ISD's Nutcracker Experience will receive 100% scholarships to continue their dance training at Ballet Center of Houston, HRB's affiliate instructional entity.

Tomball High School's JR ROTC also benefits from HRB's *The Nutcracker* as they serve refreshments during the performances as a fundraiser for their own organization.

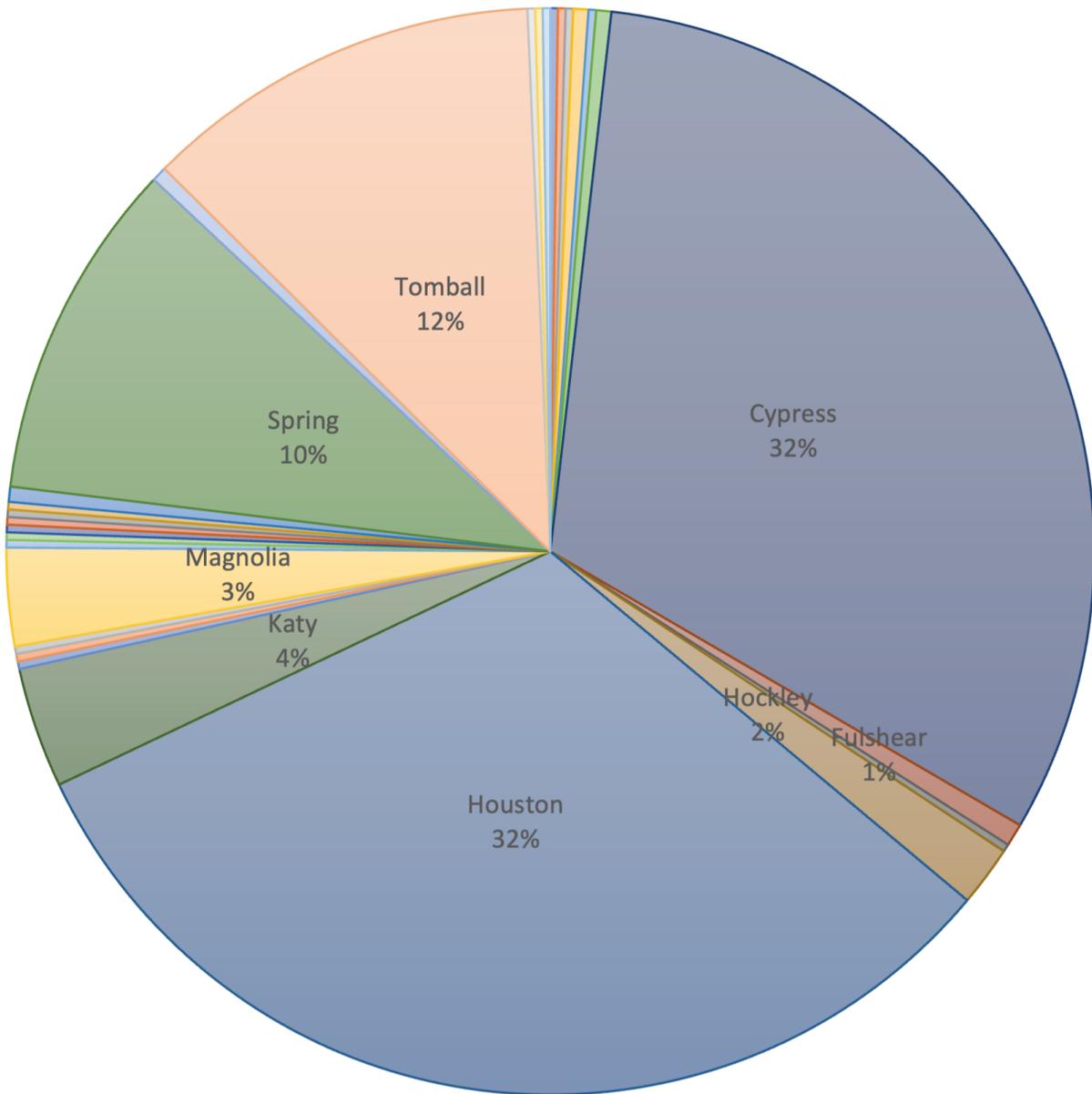
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

Annually, *The Nutcracker* attracts more than 3,500 patrons (3,800 in 2021) and more than 200 artists and volunteers to Tomball during the busy holiday shopping season. Approximately 88.5% of ticketed patrons reside outside the Tomball zip codes. Please see the attached pie chart demonstrating ticket sales for the full length performances based on zip code data. This demonstrates a direct draw of a non-local population into the Tomball vicinity to shop, dine, run errands, and enjoy Tomball. This impact will be felt Wednesday, November 30, 2022 – Sunday, December 4, 2022.

The Nutcracker is a unique event to Northwest Houston as it brings a professionally staged live theatre production complete with professional guest artists and, in prior and hopefully future seasons,, a live orchestra, to Northwest Houston. This event elevates Tomball as a destination for patrons to enjoy this holiday classic close to home at an easily accessible and affordable venue. This performance series compliments the city's other enrichment efforts.

Several HRB dancers who reside in Bryan, College Station, Waller, and other distant areas, often choose to stay in Tomball area hotels. Many of the company dancers who are residents of Houston and surrounding areas also choose to stay in Tomball area hotels to avoid multiple commutes throughout a week/weekend of demanding rehearsals and performances. Since 2016, HRB has coordinated with the General Managers of Tomball area hotels to negotiate a discount for patrons and dancers during *Nutcracker* weekend, encouraging their patronage of Tomball specific businesses. These hotels include Holiday Inn, Hampton Inn and Suites, America's Best Value Inn and Suites, Comfort Inn and Suites, and La Quinta. The information is also shared with patrons who call to inquire about area hotels. Please find an attached copy of the email sent to HRB company members in 2021. HRB plans to coordinate with the General Managers of Tomball area hotels to negotiate a discount rate for patrons and dancers in December 2022.

HRB 2021 *The Nutcracker* Attendee by City



- | | | | | |
|-----------|---------------|-------------|--------------|------------|
| Adkins | Alice | Anaheim | Brenham | Brookshire |
| Conroe | Cypress | Fulshear | Galveston | Hockley |
| Houston | Katy | Kingwood | Las Vegas | Livingston |
| Magnolia | McKinney | New Waverly | Orange Grove | Palacios |
| Pinehurst | Plantersville | Porter | Spring | Sugar Land |
| Tomball | Wall | Waller | Willis | |



8515 JACKRABBIT ROAD | +1 281 940 4721
HOUSTON, TEXAS 77095 | HRBDANCE.ORG

Dear HRB Family:

As we approach Nutcracker season, you and/or family and friends may find a need for hotel rooms. HRB encourages our friends and family to stay at hotels in the Tomball area, and we have worked with the following local hotels to offer reduced rates exclusively for HRB use. Please use the link or code provided below.

1. Hampton Inn & Suites
14100 Medical Complex Dr
Tomball, TX 77377

<http://hamptoninn.hilton.com/en/hp/groups/personalized/A/AMATBHX-HRB-20211203/index.jhtml>

2. Residence Inn
14303 Medical Complex Dr
Tomball, TX 77377

<https://www.marriott.com/event-reservations/reservation-link.mi?id=1566331325699&key=GRP&app=resvlink>

3. Holiday Inn
14055 Park Drive
Tomball, Texas 77377

https://www.ihg.com/holidayinnexpress/hotels/us/en/tomball/tmbpw/hoteldetail/local-guide-whats-nearby?fromRedirect=true&qSrt=sBR&qIta=99801505&icdv=99801505&qSIH=TMBPW&qGrpCd=HRB&setPMCookies=true&qSHBrC=EX&qDest=14055%20Park%20Drive,%20Tomball,%20TX,%20US&srb_u=1

4. Comfort Inn & Suites
13636 Michel Road
Tomball, TX, 77375, US

<https://www.choicehotels.com/texas/tomball/comfort-suites->

[hotels/txa50/rates?ratePlanCode=LHRB2](https://hotels.txa50.com/rates?ratePlanCode=LHRB2)

5. La Quinta Inn & Suites
14000 Medical Complex Dr. Tomball
(281) 516-0400
Call and reference Houston Repertoire Ballet Nutcracker.

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Other Required Documentation

1. Article of Incorporation

Houston Repertoire Ballet – *The Nutcracker 2022*

Please refer to the attached 501(c)(3) letter
Houston Repertoire Ballet is classified as a “non-profit organization – dance.”

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2000

HOUSTON REPERTOIRE BALLET
8590 HWY 6N
HOUSTON, TX 77095

Employer Identification Number:
76-0479345
DLN:
17053092751010
Contact Person: JOHN J MCGEE ID# 31169
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
May 1997
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Other Required Documentation

2. Constitution or By-Laws

Houston Repertoire Ballet – *The Nutcracker 2022*

Please refer to the attached Houston Repertoire Ballet by-laws.

BY-LAWS
of the
HOUSTON REPERTOIRE BALLET

Article 1 – Name

The name of this organization shall be Houston Repertoire Ballet hereafter referred to as HRB.

Article 2 – Location and Agent

The registered office of HRB shall be at the Studio of Dance located at 16668 Champions Forest Drive, Houston, Texas, 77379. Any current officer of the Board of Directors may act as registered agent for HRB.

Article 3 – Purpose

HRB is a company organized exclusively for providing a program of the highest quality to local dancers in the art of classical ballet. The program provides training, education, and experience for the company dancers while providing cultural education and community service for the surrounding region consistent with HRB's non-profit and educational purposes under the HRB Articles of Incorporation as approved by the State of Texas on May 31, 1995.

Article 4 – Membership

1. The membership of HRB shall consist of the parents who have paid dues for current HRB dancers and the current members of the Board of Directors. Additional members from the community at large may be accepted by an affirmative vote of the Board.
2. Membership period shall be from the date of joining (or rejoining) until three (3) months following the end of that fiscal year of HRB.
3. Each member shall be entitled to one vote on each matter submitted to a vote of the membership. Parents of HRB dancers are jointly entitled to one vote for each of their dancers currently active in HRB.

Article 5 – Meetings

1. In consultation with the Board, the President shall determine the dates, times, locations, agenda, and formats of meetings. Notice shall be given at least two (2) weeks in advance by postings, mail outs, e-mail, or a combination of such means.
2. The membership shall meet at least one time early in each fiscal year. Up to two (2) days in advance, any member may request in writing to the Board additional items or voting issues to be included on the agenda. In order to achieve a desired or required quorum, a physical "meeting" may be held over a defined period of more than one day.

3. A quorum to transact business at membership meetings shall consist of at least twenty (20) members in good standing. An affirmative vote of greater than fifty percent (50%) of those in attendance is required to approve an action or decision.
4. At any duly called meeting, a member may vote by a proxy executed in writing.
5. An annual vote of the members is required to approve the officers of the Board and a broad performance plan for the year.

Article 6 – Board of Directors

1. A Board of Directors shall be maintained with sole authority and responsibility for management and business affairs of HRB.
2. The Board shall be comprised of at least six (6) and no more than twelve (12) Directors.
3. Directors shall be elected or removed by the affirmative vote of a majority of the then current Directors at a duly held meeting of the Board. Directors shall serve for a minimum term of two (2) years which may be extended without limit by a majority vote of the other Board members.
4. Any vote for removal of a Director must be preceded by written notice to all Directors of the scheduled vote. Should a Director resign or be removed, the Board may elect a replacement Director to begin a two (2) year term upon election.
5. A coordinating representative for Board approved committees such as the Partners Guild, the Children's Guild, and special events may attend all Board meetings in a non-voting capacity. With the approval of the presiding officer, any other guests may attend the beginning of any Board meeting to address the Board with proposals or questions to bring comments on behalf of a Director who cannot attend. Such guests will then leave the meeting prior to remaining agenda items that may be discussed and debated privately by the Board to ensure candid discussions.
6. Artistic management of HRB shall be vested solely in the Artistic Director(s) who shall serve as members of the Board of Directors. The Artistic Director(s) may be removed only by a two-thirds (2/3) vote of the entire HRB membership.
7. Regular Board meetings shall be held on a monthly basis. Special meetings of the Board may be called at any time upon the request of the President, the Artistic Director(s), or any two Directors. Notice of such a meeting must be given to each Director at least 24 hours before the meeting.
8. For any Board meeting, at least fifty percent (50%) of the Directors currently on the Board shall constitute a quorum. Unless otherwise specified here, an affirmative vote of greater than fifty percent (50%) of the Directors in attendance shall be sufficient to approve all actions.
9. For any duly called meeting of the Board, a Director may vote by proxy or direct his/her attendance and vote to another Director in writing.
10. No salary, fee, or compensation shall be paid to any Director or member except by resolution of the Board.

Article 7 – Officers of the Board

1. The officers of the Board of Directors of HRB shall consist of a President, a Vice-President, a Secretary, and a Treasurer authorized to conduct business on behalf of HRB. As necessary, officers may designate other HRB members or staff to perform specific duties.

2. Officers of the Board shall be determined by the Board in a manner suitable to the needs of the Board at that time. By the end of July each year, the Board shall determine the slate of officers for the following fiscal year.
3. Should an officer resign or be removed, the President shall be responsible for promptly securing Board approval of a replacement except that a vacancy of the office of President shall be automatically filled by the Vice President.
4. Officers may be removed from office by a vote of the Board at a duly called meeting for which all Directors have been notified.
5. **The President**, or in his/her absence **the Vice President**, shall preside at all meetings of the Board as well as be responsible for maintaining long-term goals and ensuring that Board decisions are implemented. The President shall also establish committees as necessary and steward areas of responsibilities for Board members to ensure the efficient pursuit of activities. Key areas will include Productions, Fund Raising, Publicity, and Volunteers.
6. **The Treasurer** shall have charge of the funds of HRB and ensure the following: detailed records, payment of all fees and bills, preparation monthly reports for the Board, development of an annual budget, filing of tax forms, and audits as directed by the Board.
7. **The Secretary** shall record minutes and maintain files of HRB, give notice to meetings, handle Board correspondence, and keep records of HRB and Board membership.

Article 8 – Special Rules

1. The fiscal year of HRB shall begin on August 1 and end on the following July 31.
2. No Director, officer, or member at large may incur an expense or obligation on behalf of HRB except as authorized by the Board of Directors.
3. Any member is entitled to inspect the books, minutes, or other records of HRB if so requested in writing and if such inspection does not disrupt HRB activities.
4. All officers of the Board and other Directors as well as any other individuals authorized to act on behalf of HRB shall at all times act under the highest standards of personal, business, legal, and ethical conduct when representing HRB. As such, HRB will defend any member from any individual liability from actions taken on behalf of HRB except in any case determined by the Board to be gross negligence or willful misconduct.
5. These by-laws supercede and replace those adopted by HRB on September 20, 1995 and may be amended or replaced by a vote of the Board of Directors.
6. HRB may be dissolved by an affirmative vote of two-thirds (2/3) of the full membership or a unanimous vote of the Board of Directors. Upon dissolution, any HRB assets remaining after payment of all debts shall be contributed to similar non-profit, artistic organizations as determined by the Board of Directors.

THESE BY-LAWS FOR THE HOUSTON REPERTOIRE BALLET ARE APPROVED BY THE
HRB BOARD OF DIRECTORS ON THIS _____ DAY OF _____, 2002 BY:

_____ Name	_____ President
_____ Name	_____ Vice President
_____ Name	_____ Treasurer
_____ Name	_____

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Other Required Documentation

3. Financial Records

Houston Repertoire Ballet – *The Nutcracker 2022*

Houston Repertoire Ballet's fiscal year mirrors our seasons, which run from August 1 – July 31.
Please refer to the attached copy of HRB's most recent 990 (*not sent electronically).

HRB does not conduct and independent audit of financial records. HRB does not receive government funds which would require such an audit. Additionally, HRB does not have bank loans or lines of credit.

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Other Required Documentation

**4. Board of Directors and Meeting Schedule
Houston Repertoire Ballet – *The Nutcracker 2022***

Please refer to the attached:
2022-2023 Board of Directors
Schedule of Board Meetings



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HOUSTON, TEXAS 77095 | HRBDANCE.ORG

2021-2022 Board of Directors

**PRESIDENT
FUNDRAISING/CORPORATE GIVING**

Michael Stewart
8519 Star Hollow Ln
Houston, TX 77095
stewart_mj@yahoo.com
713-569-7853

ARTISTIC DIRECTOR

Victoria Vittum
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713-628-6907
victoria@balletcenterofhouston.com

SECRETARY

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shanankf@hotmail.com

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713-252-3418

VOLUNTEER COORDINATOR

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PUBLICITY

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VICE-PRESIDENT

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TREASURER

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GRANTS

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New Director, pending
(please use for future contact)
Denise Rosas
682-201-4732
Denise.rosas10@gmail.com

**CHILDREN'S GUILD LIAISON
COSTUME MISTRESS**

Susan Wheelock
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someonenamedsusan@hotmail.com

MEMBER AT LARGE

Laurie Sanders
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Tomball, TX 77377
585-421-9642
home.sandersegmail.com



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2022-2023 Board of Directors Meeting Dates

2022-2023 Season

For the 2022-2023 season, HRB meetings will be conducted on the second Tuesday of each month at 6:00 pm, with exceptions made for schedule conflicts.

Friday, August 16, 2022
Tuesday, September 13, 2022
Tuesday, October 11, 2022
Tuesday, November 8, 2022
Tuesday, December 13, 2022
Tuesday, January 10, 2023
Tuesday, February 14, 2023
Tuesday, March 14, 2023
Tuesday, April 11, 2023
Tuesday, May 9, 2023
Tuesday June 13, 2023
Tuesday, July 11, 2023

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Other Required Documentation

**5. Resumes of Principal Staff and Guest Artists
Houston Repertoire Ballet – *The Nutcracker 2022***

Victoria Vittum – Founder and Artistic Director

Victoria Vittum is a nationally recognized teacher and choreographer. She was with the Houston Ballet, under the direction of Ben Stevenson from 1997-2003. There she taught open adult classes, in the upper academy and the company. She has served as Resident Choreographer for the Gwinnett Ballet Theater in Atlanta, Georgia and guest teacher at the Washington School of Ballet. She taught for Margo Marshall School of Ballet and served as resident Choreographer and Associate Artistic Director of City Ballet of Houston from 1981-1993. Ms. Vittum not only directs her own school, Ballet Center of Houston, but also serves as Artistic Director of Houston Repertoire Ballet.

Ms. Vittum received her early training from Julio de Bittencourt and also holds a B.A. Degree in Dance Education from Lamar University. She has choreographed for professional and civic companies throughout the country as well as having her work presented at the Edinburgh Festival in Scotland.

Ms. Vittum has been the recipient of numerous awards such as: two Monticello Choreography Awards, Illinois State University choreography competition Winner, two nominations for the General Electric American Choreographer Plan. Most recently Ms. Vittum was the recipient of a Choreography Fellowship (1998) awarded by the Cultural Arts Council of Houston and the Texas Commission for the Arts for outstanding Choreographic merit and contribution to the City of Houston.

Barbara LeGault – Ballet Mistress

Barbara LeGault is a graduate of Houston's High School for the Performing and Visual Arts. Barbara LeGault trained under Margo Marshall and is formerly with City Ballet of Houston. Since that time she danced many lead roles with the Pittsburgh Ballet Theater and the Louisville Ballet. She was directed by Alun Jones and Helen Starr. In 1979, Jones paid Ms. LeGault the ultimate compliment by creating his Cinderella especially for her. She Also danced with Tennessee Festival Ballet, directed by David and Anna Marie Holmes, and with the Summer Festival Ballet In Lisbon, Portugal. Her repertoire includes appearances in Don Quixote, Swan Lake, The Nutcracker, and Sleeping Beauty.

Other roles to her credit are appearances in the Houston Grand Opera productions, Mefeistofoles and Aida. Ms. LeGault has been on the teaching staff of American Academy of Dance, NHDT headquarters, since 1987. She is currently a faculty member of Ballet Center of Houston and the Ballet Mistress for Houston Repertoire Ballet.

Kristy Nilsson – Resident Choreographer/Outreach Program Coordinator

An HRB alumna, Kristy Nilsson began her training at Ballet Center of Houston. She was a Dance Honors Student at Houston's High School for the Performing & Visual Arts and University of Oklahoma, before going on to perform with Charleston Ballet Theatre and Atlanta Ballet. Ms. Nilsson has choreographed more than 100 concert works (including 11 full-length/narrative ballets) which have been performed by 29 companies in 12 states in the U.S. & Canada, and has won choreographic recognition from Regional Dance America, the Southeastern Regional Ballet Association and Dance Canvas. Her works for Houston Repertoire Ballet include two narrative ballets: A Midsummer Night's Dream and The Racketty-Packetty House, and two contemporary ballets: Rhapsody in Blue and The Unkindest Year. "Miss Kristy" has been a full-time ballet & modern dance instructor since 2001 and enjoys teaching all ages from Pre-Ballet for preschool-aged children through Pre-Professional dancers and adults. Kristy is happily married to dance photographer Scott Nilsson, a former dancer, and is delighted to be on faculty at Ballet Center of Houston, teaching alongside some of the very instructors who shaped her career and love for dance.

Leah Slavens Haggard, freelance – Guest Artist

Leah Slavens Haggard began her ballet training at the Ballet Center of Houston under the direction of Victoria Vittum and continued at the Pacific Northwest Ballet School as a Professional Division student. Leah went on to dance professionally with The Grand Rapids Ballet, Utah Regional Ballet, and The Suzanne Farrell Ballet where she has performed in Kent Stowell's *Swan Lake*, and George Balanchine's *Walpurgisnacht*, *Stars and Stripes*, *Gounod Symphony*, *Dances Concertantes*, and *Serenade* among many other ballets and original works. Most recently as a freelance performer, she has been able to perform with Ballet Memphis, Aspen Santa Fe Ballet, Indiana Ballet Theater, and Deos Contemporary Ballet. Leah is also a certified holistic nutrition health coach and human nutrition master's student, who works with dancers and students on dancer nutrition and wellness education.

Mark Krieger, Louisville Ballet – Guest Artist

Mark, a Virginia native, studied dance under Jefferson Baum at Grand Valley State University in Michigan. In 2004, Mark joined Ballet Tucson where he danced for two seasons before joining Columbia City Ballet. He spent the last five years with the Columbia City Ballet as a Principal Dancer. Mark has been a member of Louisville Ballet since 2012.

Joseph Modlin – Guest Artist

In 1993, Joseph Modlin, an Indiana native, began training in classical and modern dance performance at Ball State University and performed with Anderson Young Ballet Theatre, both under the direction of Ms. LouAnn Young. Joe moved to Houston in 1997, and began a performance and teaching career that has spanned 19 years, seven professional companies, and continues extending to flourish in the Houston community and nationally.

Mr. Modlin has performed/worked with Hope Stone, Inc., Houston Repertoire Ballet, Chrysalis Dance Company, Houston Dance Theater, Allegro Ballet, Freneticore, and Woodlands Dance Company. He has been invited to work as a guest artist with independent choreographers and performance artists such as Leslie Scates, Erin Reck, Amy Ell, Karen Stokes, Lindsey McGill, Toni Valle, and Sara Draper.

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Other Required Documentation

6. Certificate of Insurance

Houston Repertoire Ballet – *The Nutcracker 2022*

Please refer to the attached Certificate of Insurance.

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Optional Supporting Documentation

1. Long Term Plan

Houston Repertoire Ballet – *The Nutcracker 2022*

Please refer to the attached:

HRB's Long Term Plan

The Nutcracker Experience

Copy of 2022 Letter to 3rd and 4th grade students and parents

Copy of 2022 Audition Application

HRB Alumnus

HRB 2021-2022 Accomplishments

Houston Repertoire Ballet

Long Term Plan

Houston Repertoire Ballet will continue its mission of providing high quality dance training for company members and exceptional performance series for northwest Houston communities.

HRB is thankful for the support from, and its reputation in, the Tomball community, as it continues to enrich the artistic element of Tomball and attract residents of other communities to enjoy the arts in Tomball.

HRB adopts a conservative fiscal position and balances investments in costumes, sets and choreography with affordable ticket prices, without sacrificing quality. These goals are made possible through volunteer support and community grants and giving.

In 2017, HRB initiated an outreach program, collaborating with the Tomball Independent School District (TISD) on the Mother Ginger Experience. The program offered Tomball Elementary students, identified by Tomball Fine Arts Director JD Janda, twelve weeks of dance instruction and rehearsals, culminating roles in the two free 2017 *The Nutcracker Arts & Education* performances for TISD 3rd graders. All tights, leotards, shoes and costumes were provided free of charge to all TISD participants. One participant received a full-tuition scholarship, provided by an HRB patron, to continue weekly dance classes at Ballet Center of Houston for the remainder of the school year.

In 2018, the program was renamed The Nutcracker Experience, and was expanded to include students from Tomball and Decker Prairie Elementary schools. The 2018 program involved nearly 40 participants, and two participants received full tuition scholarships from an HRB patron to continue their dance training in weekly ballet classes at Ballet Center of Houston. The 2018 participants received 12 weeks of free dance instruction from HRB's highly qualified instructors at their respective elementary school campuses, and all tights, leotards, shoes and costumes were provided free of charge. The 2018 participants performed the roles of "little angels," "little soldiers," or "Mother Ginger's polichinelles." In 2019, the program was expanded further to include Rosehill Elementary fourth grade students, and a total of 70 students from Tomball, Decker Prairie, and Rosehill Elementary Schools participated in the "Nutcracker Experience." These students auditioned, without prior dance experience required, at each school campus. Rehearsals with simplified choreography were taught free of charge by highly qualified HRB instructors on a weekly basis with costumes, tights, shoes, leotards and other materials included free of charge. Again, the student participants performed the roles of "little angels," "little soldiers," or "Mother Ginger's polichinelles" in the three free HRB Arts & Education productions provided to Tomball ISD third graders on December 6-7, 2019.

Unfortunately, COVID-19 restrictions surrounding facility use required the temporary suspension of The Nutcracker Experience during the 2020-2021 and 2021-2022 seasons. HRB is proud to announce full resumption of this highly popular program for the 2022-2023 season.

Collaborating once again with JD Janda and taking lessons learned from previous seasons, Victoria Vittum and Kristy Nilsson have produced a curriculum which will teach and entertain third grade participants in this year's The Nutcracker Experience, and allow them to participate as "Mother Ginger's polichinelles" in this year's three free Arts & Education performances. Once again, Tomball, Decker Prairie, and Rosehill Elementary, all Title 1 schools, will participate, and at the time of this writing, a fourth TISD school is being researched as a possibility.

In 2019, HRB expanded the role of the Cypress Philharmonic orchestra, which had previously been restricted to Saturday and Sunday performances of *The Nutcracker*, to include the Friday night abbreviated Arts & Education performance. Unfortunately, COVID-19 restrictions have rendered the inclusion of a live orchestra infeasible for the 2021 performances, but the Friday evening was converted to a full performance with two full acts. The popularity of this modification has motivated a permanent change, and for the 2022-2023 season, all five ticketed shows will feature full performances with a live orchestra.

During the 2020-2021 season, HRB implemented new funding campaigns, including a House of Pies fundraiser, to supplement its income. Due to the success of the ventures and the enthusiasm of its volunteers, HRB plans to continue these fundraisers and research out additional options. Furthermore, in the current 2021-2022 season, HRB has redesigned its Corporate and Small Business Sponsorship campaign material and benefits, with the goal of expanding its outreach to local business entities. These projects will expand our ability to balance outstanding performance series with affordable ticket prices.

HRB is always poised to respond to changes and new opportunities. However, education and sharing the arts will always remain our core goals, and all choices are based on the best way to further these objectives.



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Dear Third Grade Parents and Students:

Houston Repertoire Ballet (HRB) is pleased to announce the resumption of its outreach program with Tomball I SD. THIS IS A FREE PROGRAM TO INTRODUCE CHILDREN TO THE ARTS.

Each year, Houston Repertoire Ballet presents *The Nutcracker* at Tomball High School Theatre. For many years, the productions have included free performances for all Tomball ISD third-grade students during school hours. In 2017, HRB launched an outreach program providing Tomball Elementary students an opportunity to participate alongside HRB company dancers during these performances, to an audience of 1,500 of their peers. During the 2018 and 2019 seasons, HRB extended the program to include Decker Prairie Elementary and Rosehill Elementary, respectively. Due to the Covid-19 pandemic, the outreach program was suspended for the 2020 and 2021 seasons.

For the 2022 productions, HRB will be searching for up to 36 students to participate as *polichinelles*, also known as Mother Ginger Children, in the school performances. No prior dance training is required—just an eagerness to work hard and try something new. HRB has offered full scholarships to student participants the past two years that show exceptional natural ability and talent to continue ballet education in a formal classroom setting.

Auditions will take place on Saturday, October 1, 2022 at 4:00 pm, at HRB Studios, located at 8515 Jackrabbit Rd. Houston, TX 77095. All rehearsals will also take place at HRB Studios. It is important for rehearsals to occur at HRB studios to give student participants a better education regarding the essence and discipline involved with the true art of dance. In addition, each student will have the opportunity to see the company dancers rehearse, and at some point, will actually rehearse with the HRB artists. You can contact us at mail@hrbdance.org if you have questions

Following auditions, parents will need to provide transportation or carpools for their children to the HRB location on Saturdays from 4:00-5:00 pm. Children must be punctual for each rehearsal—please try to be 15 minutes early—and must be picked up promptly after their dance class and rehearsal. Participants continually arriving late or being picked up late will be expelled from the program.

Students chosen to participate in this program will be notified via email.

Please continue reading on the reverse side for schedule details.

Audition:

Saturday, October 1, 2022, 4:00 pm

Tentative Rehearsal Schedule (subject to change, please check emails for updates):

Every Saturday, October 8 - November 19, 4:00-5:00 pm

Shoe and costume fittings will take place either before or after rehearsal TBA

There will be NO REHEARSAL on Saturday November 25 due to the Thanksgiving Holiday.

Dress Rehearsal:

Tuesday, November 29, 2022, 5:00pm @ Tomball High School theatre.

Performances:

Thursday, December, 12:15pm

Friday December 2, 9:45am and 12:15pm

Dancers will participate in 1 to 3 of these performances.

HRB's Director of Outreach programs, Kristy Nilsson, will be running the rehearsals along with Artistic Director Victoria Vittum, teaching all the children their parts. Ms. Nilsson is the HRB Resident Choreographer and a former professional dancer with the Atlanta Ballet and Charleston Ballet Theatre. She is a member of the faculty at Ballet Center of Houston as well as Houston High School for the Performing and Visual Arts. She has had over 20 years of experience teaching children dance.

We hope to see many of you at the auditions. Shorts, tee-shirt and tennis shoes are acceptable to wear for the audition. Remember, there is no cost to get involved! Come have a blast with Houston Repertoire Ballet. More information will be given at the first rehearsal, dancer and parent meeting. See you at the audition!



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2022 *The Nutcracker* Experience Audition Form

Student Name: _____
(please print clearly)

School: _____

Parent(s) name(s): _____

Parent Email(s): _____

Parent Phone Number (s): _____

Permission is granted for the student named above to attend the HRB 2022 Nutcracker Experience audition.

Parent Signature: _____

Audition Number: _____



HOUSTON REPERTOIRE BALLET
ALUMNI IN THE **DANCE INDUSTRY**

2021 // NAIYA BYRNE- Case Western Reserve University Dance Program* / **ZOE NYGREN** - Texas A&M University Dance Program*

2020 // DIANA BASALDUA - Butler University Dance Program* / **SAVANNAH GONZALEZ** - Belhaven University Dance Program* / **JUSTIN PIDGEON** - Kirov Academy, Washington, DC*

2019 // QUINN PRICE - Joffrey Dallas Trainee Program; BCH faculty* / **HANNAH PIDGEON** - Louisville Ballet Pre-professional Trainee Program / **MARISSA ESCALENTE** - Milwaukee Ballet Pre-professional Trainee Program*

2018 // ANDREW MEDINA - United Ballet Theatre, Florida; HRB Artist in Residence* / **FINN ADAMS** - Houston Ballet Professional Division; Estonian National Ballet* / **KAITLYN BLAKE** - Belhaven University Dance Program* / **DAVID VECSERI** - Houston Ballet Professional Division; HRB Artist in Residence / **REILLY WIGGINS** - Sam Houston State University, Dance Major; Theatre Under the Stars faculty*

2017 // ANDREINA HURTADO - University of Texas Dance Program* / **KYLA PATTON** - University of Texas Dance Program; United Ballet Theater, Orlando* / **JULIA GUNDZIK** - Washington Ballet Trainee Program; Cincinnati Ballet Trainee*

2016 // KENDALL JACKSON - Belhaven University, BFA Dance and Graphic Design; Kinetic Etching; Dance Kaliedescope trainee, Indiana*

2015 // EMMA BIONDILLO - Sam Houston State University, Dance Minor, Kinesiology Major; PTA program; BCH Faculty* / **KAITLYN JONES** - University of Texas, BFA Dance / **CHELSEA KNIPP** - Tulane University, Ballet & Psychology Major; New Orleans Ballet Association faculty*; New Orleans Ballet Theatre* / **MALLORY PRUITT** - Brigham Young University, Dance Major / **REBECCA WEBB** - University of Utah Dance & Choreography Program; Choreographer* / **SARAH WHITE** - Belhaven University, Dance Major

2014 // ANDREW VECSERI - Houston Ballet, Corps de Ballet*

2013 // JESSICA LOHR - Ballet Magnificat!; Ballet 5:8 Chicago, Soloist* / **JULIE HOFFART** - Physical Therapy Assistant* / **CLAIRE WHITE** - Texas Ballet Theater; Nashville Ballet; Alabama Ballet; BCH faculty; Uptown Dance Company, Houston*

2011 // KRISTEN NEWSOM - Sam Houston State University, BFA; BCH faculty / **LEAH SLAVENS HAGGARD** - The Suzanne Farrell Ballet; Grand Rapids Ballet; freelance ballerina*

2010 // MELISSA DOOLEY - Pittsburg Ballet Theatre; Alabama Ballet / **KAITLIN MOUTON** - David Taylor Dance Theater / **AMARIS SHARRAT** - Nevada Ballet; Ballet Nebraska; American Midwest Ballet, NE* / **DANIELLE PETROSKI** - Physical Therapist*

2009 // REAGAN HAND - Ballet Magnificat!; Ballet Brazos Faculty* / **NICOLE PLUNKETT** - University of Texas, Dance Major / **KATE SIMPSON SHAW** - Louisville Ballet, Charleston Ballet Theater

2008 // AMY SKIPTON - University of Texas Dance Program, Physical Therapy Major; Physical Therapist*

2007 // MORGAN BUCHANAN - Colorado Ballet, Soloist* / **EMILY DYSON** - University of Oklahoma, BFA Dance Pedagogy; Dance Kaleidoscope, Indiana* / **ALLISON WARDWELL** - University of Texas, Dance Major / **TAYLOR GAYLE** - Ballet Austin faculty* / **KATIE HOFFART** - Center Stage Dance & Fitness faculty*

2006 // EVELYN MONZALVO - Disney Productions*

2005 // ERIN GOODMAN ELDER - University of Kansas Dance Company

2003 // DAVID ARMENDARIZ - David Taylor Dance Theater, Havana Nights

2002 // EMILY RUPP - Dallas Contemporary Ballet, Director / **MICHELLE CONCHA** - Julliard School, NYC

2001 // DOROTHY CARTER - Dayton Ballet / **KELLY COLEMAN** - Carolina Ballet, Harid Conservatory / **JARED MATTHEWS** - American Ballet Theatre; Houston Ballet, Principal; Estonian National Ballet, Associate Artistic Director* / **AMANDA POWELL** - Carnival Cruise Lines*

2000 // CATHERINE BUSCH SILKWOOD - Chara Dance Company; BCH faculty / **ELIZABETH KELLER** - Miami City Ballet; Ballet Idaho; Idaho Regional Ballet, Artistic Director* / **PATRICIA MONZALVO** - Universal Studios & Disney Productions / **ANYSLEY STEPHENSON** - Pointe Park College, BFA Jazz / **VICTORIA WADSWORTH SIMO** - Texas Ballet Theater; Ballet and Pilates by Victoria, owner*

1999 // JENNIFER WILLIAMS - Disney Productions / **BERI BROWN** - Disney Character Performer*; BCH faculty / **KASHA LIGGETT** - Southern Methodist University, Dance & Business Major; Pacific Northwest Ballet School

1998 // DESIREE RAUSCH - Pussy Cat Dolls; Michael Jackson backup dancer; Sandra Organ Dance Company; LD Dance Company*

1997 // KRISTY DAWSON NILSSON - Atlanta Ballet; Charleston Ballet, choreographer & teacher; BCH faculty & HRB Resident Choreographer*

* Denotes current affiliation

HRB COMPANY MEMBER

2022 Accomplishments

AVYNN BARNETT	<i>Washington Ballet</i> , Louisville Ballet
PEYTON BARRA	<i>Houston Ballet Academy</i>
MALLORY BURKHART	Louisville Ballet *
CALEB EMORY	<i>Louisville Ballet</i> §
JILLIAN ENGLE	<i>Institute of Contemporary Dance</i>
LILY HAN	<i>Washington Ballet</i> , Louisville Ballet, Chicago Ballet, Ballet 5:8
ELLIE HARBUCK	<i>Miami City Ballet</i> , Joffrey Chicago, Orlando Ballet, NSIA
KATELYN HURST	<i>Joffrey Dallas</i> , Joffrey Colorado, Joffrey San Francisco, Joffrey Miami, Joffrey Italy, Joffrey Mexico
MAKENNA LALONDE	<i>Washington Ballet</i> , Louisville Ballet *, Pacific Northwest, NSIA
AUDREY MCCLELLAND	Louisville Ballet
MAI-LINH MOORE	Louisville Ballet, Washington Ballet
DANIKA MCNEES	<i>Louisville Ballet</i> , Washington Ballet, NSIA
HANNAH SANDERS	<i>New York State Ballet Training Academy</i> , Ballet Chicago, Louisville Ballet, Washington Ballet
EVANGELINE SEEK	<i>Washington Ballet</i> , Ballet 5:8, Ballet Austin, Bolshoi Academy New York, Chicago Ballet, Louisville Ballet
CHARLOTTE STEWART	Louisville Ballet, Washington Ballet
ISABELLA SCAVONE	<i>Ballet Austin</i> , Louisville Ballet
CAMILLA VAECK	<i>Texas Ballet Theater</i> , Colorado Ballet
ALLISON WHEELock	<i>Institute of Contemporary Dance</i> , Louisville Ballet
SARAH WOMACK	<i>Louisville Ballet</i>
ANNA YOUNG	<i>Louisville Ballet</i> *, Ballet 5:8, Ballet Chicago, NSIA

All dancers were accepted by audition. *Denotes summer program attending.*

§ Full scholarship offered | * Partial scholarship offered

NSIA = National Summer Intensive Audition Tour. These dancers were accepted into multiple summer and/or year round programs, including: Atlanta Ballet, Charlotte Ballet, Cincinnati Ballet, BalletMet, Colorado Ballet, Texas Ballet Theater, Kansas City Ballet, Louisville Ballet, Milwaukee Ballet, Nashville Ballet, Oklahoma City Ballet, Philadelphia Ballet, The Sacramento Ballet, and Sarasota Ballet.

**The City of Tomball
Hotel Occupancy Tax Grant Application**

**Optional Supporting Documentation
2. *The Nutcracker* 2019 – Performance Video
Houston Repertoire Ballet – *The Nutcracker* 2022**

HRB's 2019 performance of *The Nutcracker* can be accessed at the following link:

<https://youtu.be/C47arqSpggg>

**The City of Tomball
Hotel Occupancy Tax Grant Application**

Optional Supporting Documentation

3. Publicity and Programs

Houston Repertoire Ballet – *The Nutcracker 2022*

Please find attached the following:

- 2021 *The Nutcracker* Calendar Listing
- 2021 Media Mentions
- 2021 Poster (resized for application)
- 2021 flyer (separate attachment)
- 2021 Program (separate attachment)
- 2021 Arts & Education Booklet (separate attachment)

◆◆ CALENDAR LISTING ◆◆ CALENDAR LISTING ◆◆

For More Information:

Eileen Ansel Conery
Eileen.conery@att.net
713-856-8780/832-816-8780

HOUSTON REPERTOIRE BALLET RE-OPENS TO THE PUBLIC WITH ITS 22ND ANNUAL PERFORMANCE OF *THE NUTCRACKER*

HRB IS EXCITED TO ONCE AGAIN PUBLICLY SHARE THIS CLASSIC PERFORMANCE

WHO: Houston Repertoire Ballet (HRB), Houston's premier pre-professional ballet company, celebrates its 25th season, beginning with its 22nd annual performance series of *The Nutcracker*, featuring professional guest artists Leah Slavens Haggard as the Sugar Plum Fairy, Matthew Rusk as the Cavalier, and Joseph Modlin as Herr Drosselmeyer.

WHAT: *The Nutcracker's* brilliant blend of beautiful costumes, lavish sets, and fresh choreography creates a magical storybook world enjoyed by children and adults alike. With a cast of more than 100 HRB dancers and area children, HRB's masterful production is the highlight of the holidays!

WHEN/WHERE: Friday, December 3 at 7 pm
Saturday, December 4 at 2 pm & 7 pm
Sunday, December 5 at 1 pm & 4:30 pm

Tomball High School Theatre
30330 Quinn Road
Tomball, Texas 77375

TICKETS: Cost is \$23 for adults, \$18 for students & seniors.
For ticket information, call 281-940-HRB1 (4721) or visit www.hrbdance.org.

OUTREACH: Due to health restrictions, outreach for the 2021 performance is limited to three free HRB Nutcracker Arts & Education school performances for all Tomball ISD third graders, which is an audience of more than 1,500. An expanded outreach program will return as soon as health guidelines allow, hopefully in time for the 2022-2023 season.

HRB dancers are committed to sharing the arts with the community. Past community engagement events included costumed appearances at various nursing homes, group events, and at Arts & Education performances. HRB brings three matinee performances to Tomball ISD third grade students, fulfilling the arts component of their curriculum. To request a future outreach event for your organization, call 281-940-HRB1 (4721).

WHAT ELSE: Lower ticket prices reflect the elimination of a live orchestra performance for 2021, due to health restrictions. HRB hopes to be able to offer live music once again for the 2022 Nutcracker performance.

GUEST BIOS: *Leah Slavens Haggard – freelance*

Leah Slavens Haggard began her ballet training at the Ballet Center of Houston under the direction of Victoria Vittum and continued at the Pacific Northwest Ballet School as a Professional Division student. Leah went on to dance professionally with The Grand Rapids Ballet, Utah Regional Ballet, and The Suzanne Farrell Ballet where she has performed in Kent Stowell's *Swan Lake*, and George Balanchine's *Walpurgisnacht*, *Stars and Stripes*, *Gounod Symphony*, *Dances Concertantes*, and *Serenade* among many other ballets and original works. Most recently as a freelance performer, she has been able to perform with Ballet Memphis, Aspen Santa Fe Ballet, Indiana Ballet Theater, and Deos Contemporary Ballet. Leah is also a certified holistic nutrition health coach and human nutrition master's student, who works with dancers and students on dancer nutrition and wellness education.

Matthew Rusk – St. Louis Ballet

Born in Tucson, Arizona, Matthew Rusk received his formative training at Houston Ballet and the High School for the Performing and Visual Arts, where he graduated with honors in dance. He also spent summers at School of American Ballet, American Ballet Theatre, and the Royal Ballet School. He is an alumnus of Indiana University, where he earned a Bachelor of Science in Ballet with an Outside Field in Psychology. While at IU, he was the recipient of the Premier Young Artist Award and the Ken C. Whitener Fund for Ballet Excellence, and performed principal roles in George Balanchine's *Emeralds*, *Four Temperaments*, *Divertimento No. 15*, and *Swan Lake*, and Marius Petipa's *La Bayadere (Kingdom of the Shades)*. Professionally he joined Cincinnati Ballet in 2015 before transferring to Saint Louis Ballet in 2016, where he is currently in his sixth season. His repertory at SLB includes Romeo (*Romeo and Juliet*), Cavalier, Snow King (*The Nutcracker*), Bluebird (*Sleeping Beauty*), and principal roles in Balanchine's *Who Cares?*, Twyla Tharp's *Nine Sinatra Songs*, and Gerald Arpino's *Reflections*. He has also guest performed with Nevada Ballet Theatre, appearing in Christopher Wheeldon's *Carousel* and Septime Webre's *Alice in Wonderland*.

Joseph Modlin

In 1993, Joseph Modlin, an Indiana native, began training in classical and modern dance performance at Ball State University and performed with Anderson Young Ballet Theatre, both under the direction of Ms. LouAnn Young. Joe moved to Houston in 1997, and began a performance and teaching career that has spanned 20 years, seven professional companies, and continues extending to flourish in the Houston community, as well as nationally. Joe has performed/worked with Hope Stone, Inc., Houston Repertoire Ballet, Chrysalis Dance Company, Houston Dance Theater, Allegro Ballet, Freneticore, and Woodlands Dance Company. He has been invited to work as a guest artist with independent choreographers and performance artists, such as Leslie Scates, Erin Reck, Amy Ell, Karen Stokes, Lindsey McGill, Toni Valle, and Sara Draper.

ABOUT HRB: The Houston Repertoire Ballet (HRB) is a non-profit 501(c)(3), founded by Victoria Vittum and Gilbert Rome, both nationally acclaimed teachers and choreographers who served as its co-artistic directors. Today, Ms. Vittum oversees training and programming with an equal eye to serving the needs of the community. Since 1995, HRB has contributed to the cultural fabric of Harris and Montgomery Counties by providing excellent dance training to the area's young ballet stars and dance educators of tomorrow, while also presenting high-quality productions at affordable prices. *The Nutcracker* in December, and the *Celebration of Dance* in April introduce area children and their families to the world

of classical and contemporary ballet. HRB closes its season in May with the *Choreography Project*, a free-admission program initiated to discover, mentor, and give artistic voice to our choreographers of tomorrow. Today, HRB is considered the premier pre-professional ballet company in the Houston region, and is recognized for sharing its gifts with the community and beyond. Many of HRB's dancers advance to professional ballet companies throughout the country. HRB graduates have danced with New York City Ballet, American Ballet Theatre, Miami City Ballet, Pacific Northwest Ballet, Atlanta Ballet, Pittsburgh Ballet Theatre, Houston Ballet, and other prestigious companies.

MISSION: HRB's mission is dedicated to providing the finest classical ballet instruction, education, and performance experience to local gifted students, and preparing them for a professional career in the world of dance. HRB is committed to serving the suburban Houston region with high-quality theatre productions that educate, engage, and entertain residents of all ages and perpetuate their appreciation of dance as an art form.

*Major funding provided by the City of Tomball and Texas Commission on the Arts.
Sponsored by Air Innovations LLC, David Metcalfe Photography,
Dentist at Rock Creek, Kluge Tennis Center, and Lakewood Montessori.*

#



HRB The Nutcracker

2021 Media Coverage as of 12/8/21

Online:

CultureMap

<https://houston.culturemap.com/eventdetail/houston-repertoire-ballet-presents-nutcracker-2022/>

Yelp.com – Friday at 7 pm

<https://www.yelp.com/events/tomball-houston-repertoire-ballet-presents-the-nutcracker>

Yelp.com – Saturday at 2 pm

<https://www.yelp.com/events/tomball-houston-repertoire-ballet-presents-the-nutcracker-2>

Yelp.com – Saturday at 7 pm

<https://www.yelp.com/events/tomball-houston-repertoire-ballet-presents-the-nutcracker-3>

Yelp.com – Sunday at 1 pm

<https://www.yelp.com/events/tomball-houston-repertoire-ballet-presents-the-nutcracker-4>

Yelp.com – Sunday at 4:30 pm

<https://www.yelp.com/events/tomball-houston-repertoire-ballet-presents-the-nutcracker-5>

Impact News Sugar Land – Missouri City

<https://communityimpact.com/houston/tomball-magnolia/arts-entertainment/2021/10/27/houston-repertoire-ballets-the-nutcracker-to-return-dec-3-5/>

Impact News Tomball – Magnolia

<https://communityimpact.com/houston/tomball-magnolia/arts-entertainment/2021/10/27/houston-repertoire-ballets-the-nutcracker-to-return-dec-3-5/>

Impact News Cy-Fair

<https://communityimpact.com/houston/cy-fair/arts-entertainment/2018/11/27/houston-repertoire-ballet-prepares-for-upcoming-performances-of-the-nutcracker/>

Houston Press

<https://www.houstonpress.com/event/houston-repertoire-ballet-presents-the-nutcracker-12210199>

Stay Happening

<https://stayhappening.com/e/houston-repertoire-ballet-presents-the-nutcracker-E10IHIW43L7>

All Events

<https://allevents.in/tomball/houston-repertoire-ballet-presents-the-nutcracker/80005990120917>

Parkbench

<https://parkbench.com/event/houston-repertoire-ballet-presents-the-nutcracker>

The Dance Source

<https://dancesourcehouston.org/the-dance-card/>

Click2Houston

<https://www.click2houston.com/community-calendar/#/details/Houston-Repertoire-Ballet-Presents-The-Nutcracker/9587071/2021-12-03T19>

KTRK Events – Friday, December 3

<https://abc13.com/community/calendar/?trumbaEmbed=view%3Devent%26eventid%3D156391785>

KTRK Events – Saturday, December 4

<https://abc13.com/community/calendar/?trumbaEmbed=view%3Devent%26eventid%3D156391804>

KTRK Events – Sunday, December 5

<https://abc13.com/community/calendar/?trumbaEmbed=view%3Devent%26eventid%3D156391787>

KRIV Events – Friday, December 3 at 7 pm

<https://cw39.com/community-calendar/#/details/Houston-Repertoire-Ballet-Presents-The-Nutcracker/9587071/2021-12-03T19>

KRIV Events – Saturday, December 4 at 2 pm

<https://cw39.com/community-calendar/#/details/Houston-Repertoire-Ballet-Presents-The-Nutcracker/9587071/2021-12-04T14>

KRIV Events – Saturday, December 4 at 7 pm

<https://cw39.com/community-calendar/#/details/Houston-Repertoire-Ballet-Presents-The-Nutcracker/9587071/2021-12-04T19>

KRIV Events – Sunday, December 5 at 1 pm

<https://cw39.com/community-calendar/#/details/Houston-Repertoire-Ballet-Presents-The-Nutcracker/9587071/2021-12-05T13>

KRIV Events – Sunday, December 5 at 4:30 pm

<https://cw39.com/community-calendar/#/details/Houston-Repertoire-Ballet-Presents-The-Nutcracker/9587071/2021-12-04T19>

Houston Arts Alliance

<https://calendar.haatx.com/#/#eventArea>

Tomball Chamber – Friday, December 3

<https://business.tomballchamber.org/events/details/houston-repertoire-ballet-presents-the-nutcracker-35050?calendarMonth=2021-12-01>

Tomball Chamber – Saturday, December 4

<https://business.tomballchamber.org/events/details/houston-repertoire-ballet-presents-the-nutcracker-35050?calendarMonth=2021-12-01>

Tomball Chamber – Sunday, December 5

<https://business.tomballchamber.org/events/details/houston-repertoire-ballet-presents-the-nutcracker-35050?calendarMonth=2021-12-01>

Kids Out and About

<https://houston.kidsoutandabout.com/content/houston-repertoire-ballet-presents-nutcracker>

Happening Next

<https://happeningnext.com/event/houston-repertoire-ballet-presents-the-nutcracker-eid1ar8ci3glj>

Newsbreak

<https://www.newsbreak.com/channels/brookshire-tx-entertainment?sort=comment>

Mommypoppins

<https://mommypoppins.com/houston-kids/event/events/houston-repertoire-ballet-presents-the-nutcracker>

VisitHoustonTexas

<https://www.visithoustontexas.com/event/houston-repertoire-ballet-presents-the-nutcracker/90736/>

DailyAdvent

<https://www.dailyadvent.com/news/cbca5658e2bd191e88e1ff9042a2877f-The-Nutcracker-returns-as-Houston-Repertoire-Ballets-first-major-production-since-2019>

FlipBoard

<https://flipboard.com/@houstonchron/trending-houston-headlines-h1uol3vnz/the-nutcracker-returns-as-houston-repertoire-ballet-s-first-major-production-si/a-PkuYGLVJQpSmxwMEecmiWA%3Aa%3A2858497449-2a43476c05%2Fhoustonchronicle.com>

Houston Chronicle Tomball-Magnolia

<https://www.houstonchronicle.com/neighborhood/tomball-magnolia/article/Houston-Repertoire-Ballet-brings-back-The-16648354.php>

The Cougar Claw

<https://thscougarclaw.com/news/2021/11/29/the-nutcracker-performance-returns-to-ths/>

CFISD

<https://www.cfisd.net/site/default.aspx?PageType=3&DomainID=41&ModuleInstanceID=10867&ViewID=6446EE88-D30C-497E-9316-3F8874B3E108&RenderLoc=0&FlexDataID=18333&PageID=69>

Our Community Now

<https://ourcommunitynow.com/things-to-do/a-man-charged-with-assaulting-police-officers-during-the-capitol-riot-is-running-for-a-texas-house-seat>

Peel Inc - Fairfield

<https://peelinc.com/index.php/fairfield/>

Krenek – Cypress North

<https://krenekprinting.com/Cypress-North>

Krenek – Cypress Point

<https://krenekprinting.com/Cypress-Point>

Krenek – Sydney Harbour

<https://krenekprinting.com/Sydney-Harbour>

Krenek – VCL Lakeside

<https://krenekprinting.com/VCL-Lakeside>

Krenek – Villages of Cypress Lakes

<https://krenekprinting.com/Villages-of-Cypress-Lakes>

Krenek – Cinco Ranch 1

<https://krenekprinting.com/Cinco-Ranch-1>

Krenek – Cinco Ranch 2

<https://krenekprinting.com/Cinco-Ranch-2>

Krenek – Cross Creek Ranch

<https://krenekprinting.com/Cross-Creek-Ranch>

Krenek – Fulshear

<https://krenekprinting.com/Fulshear>

Krenek – Grand Lakes

<https://krenekprinting.com/Grand-Lakes>

Krenek – Grayson Lakes

<https://krenekprinting.com/Grayson-Lakes>

Krenek – Green Trails 2

<https://krenekprinting.com/Green-Trails-2>

Krenek – Green Trails Estates

<https://krenekprinting.com/Green-Trails-Estates>

Krenek – Katy Communicator

<https://krenekprinting.com/Katy-Communicator>

Krenek – Lakemont

<https://krenekprinting.com/Lakemont>

Krenek – Lost Creek

<https://krenekprinting.com/Lost-Creek>

Krenek – Memorial Parkway

<https://krenekprinting.com/Memorial-Parkway>

Krenek – Nottingham

<https://krenekprinting.com/Nottingham>

Krenek – Parkway Lakes

<https://krenekprinting.com/Parkway-Lakes>

Krenek – The 1463

<https://krenekprinting.com/The-1463>

Krenek – Westheimer Lakes

<https://krenekprinting.com/Westheimer-Lakes>

Krenek – Woodcreek

<https://krenekprinting.com/Woodcreek>

Print:

Houston Chronicle Tomball-Magnolia
November 24, 2021

Peel Inc – Fairfield
December 2021

Krenek – December 2021

Cypress North, Cypress Point, Sydney Harbour, VCL Lakeside, Villages of Cypress Lakes, Cinco Ranch 1, Cinco Ranch 2, Cross Creek Ranch, Fulshear, Grand Lakes, Grayson Lakes, Green Trails 2, Green Trails Estates, Katy Communicator, Lakemont, Lost Creek, Memorial Parkway, Nottingham, Parkway Lakes, The 1463, Westheimer Lakes, and Woodcreek.

HOUSTON REPERTOIRE BALLET



THE NUTCRACKER



GILBERT ROME, FOUNDER | VICTORIA VITTM, ARTISTIC DIRECTOR
TOMBALL HIGH SCHOOL THEATRE
30330 QUINN ROAD

DECEMBER 3-5, 2021

RESERVED SEATING: ADULTS \$23 | STUDENTS/SENIORS: \$18 | TICKETS: HRBDANCE.ORG OR 281.940.4721



PHOTOS © SCOTT NILSSON, PHOTOGRAPHER
MAJOR FUNDING PROVIDED BY THE CITY OF TOMBALL AND TEXAS COMMISSION FOR THE ARTS
THANK YOU TO OUR SEASON SPONSORS: AIR INNOVATIONS LLC | DAVID METCALFE PHOTOGRAPHY | DENTIST AT ROCK CREEK | KLUBE TENNIS CENTER | LAKEWOOD MONTESSORI



The City of Tomball Hotel Occupancy Tax Grant Application

Optional Supporting Documentation

4. Letters of Support

Houston Repertoire Ballet – *The Nutcracker* 2022

Please find attached letters of support from:

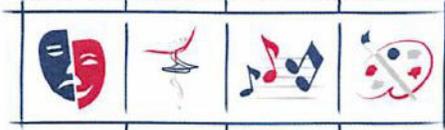
1. JD Janda, Director of Fine Arts Tomball ISD
2. Chad Schmidt, Principal Tomball Elementary
3. Lauren Anderson, Houston Ballet Program Manager of Education and Community Engagement and dancer with Houston Ballet from 1983 – 2006
4. Gilbert Rome, cofounder and former co-director of Houston Repertoire Ballet

Please find attached a testimonial from:

Jared Matthews, Assistant Director of the Estonian National Ballet, Former Houston Ballet Principal Dancer and Houston Repertoire Ballet alumnus, 2001.

Jared wrote this testimonial performed as the Cavalier in HRB's *The Nutcracker*, 2017-2019.

TOMBALL ISD FINE ARTS



INSPIRING LIFELONG ARTISTRY AND CREATIVITY

JD JANDA, DIRECTOR OF FINE ARTS
281-357-3100 EXT. 2047
JOHNJANDA@TOMBALLISD.NET

June 25, 2018

To Whom it May Concern:

My name is JD Janda and I am the Director of Fine Arts for the Tomball Independent School District. I am proud to oversee the Art, Dance, Music, and Theater Departments in our school district. I am writing to endorse the **Houston Repertoire Ballet** and its Artistic Director Victoria Vittum in the effort to secure grant funding.

The Houston Repertoire Ballet is a wonderful partner for our school district! The extremely talented dancers from HRB are not only outstanding artists, they are great people with a huge heart for the students of our district. At no cost to us, the HRB performs scenes from Tchaikovsky's *The Nutcracker* for all Tomball ISD third graders every December. Students that have little or no opportunity for exposure to the magic of music and dance in a professional setting are presented with this amazing experience. Being an audience member at a professional production is a once-in-a-lifetime opportunity for many of our students from economically challenged households. That exposure to the ballet art form teaches our students about beauty, movement and imagination like no other academic course could ever do. In 2017, over 1500 third grade students were able to enjoy the holiday masterpiece in two performances in the Tomball High School Auditorium. As Tomball ISD continues to grow, the 2018 event will expand to three performances spread over two days. Having seen many performances of *The Nutcracker* by several talented ballet companies, I can say with confidence that the Houston Repertoire Ballet performs at the highest artistic level with an air of professionalism that is remarkable. Again, these performances are completely free of charge for our always tight Tomball ISD budget.

Additionally, Artistic Director Victoria Vittum has created artistic opportunities for dozens of students at some of our Title 1 campuses. A professional dance teacher provided ballet lessons to students at Tomball Elementary School in the fall of 2017. The program was held at the school, once a week for twelve weeks and culminated in performances in *The Nutcracker*. Further, a talented and deserving student is now receiving a full scholarship to studio dance lessons based on the relationship created at TES. This pilot project was such a success at the one campus, that it will be expanded to three campuses for the coming school year. Joining Tomball Elementary will be students from Decker Prairie Elementary and Tomball Intermediate School. HRB will provide another performance opportunity for our students at its Spring Dance Recital. There is no way that these Tomball ISD students would have ever been able to have this experience if it were not for the incredible generosity and support of the Houston Repertoire Ballet.

The collaboration and partnership we have created in Tomball is something of immeasurable value to our community. HRB is absolutely deserving of your strong consideration for a **grant and students in Tomball ISD** will continue to be artistically enriched by these talented and dedicated performers.

Respectfully -

JD Janda, Director of Fine Arts
Tomball ISD

June 20, 2018

To Whom IT May Concern:

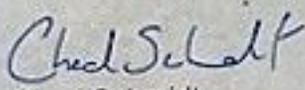
Tomball Elementary partnered with the Houston Repertoire Ballet in 2017 to provide an incredible opportunity to be a part of the Nutcracker presentation provided to all third grade students in Tomball ISD.

The experience was outstanding as we had 12 third grade students participate and are truly excited about the chance to continue and increase the participation.

The work with the staff was incredible and students were provided excellent instruction and practice. The learning positively impacted the self-esteem of the students and provided a chance to perform.

We cannot express the value of the experience and are truly looking forward to a long-term partnership to continue this amazing work. There is incredible power in providing as many experiences as possible in the arts with students at elementary ages as they learn to express their creativity and discover their talents.

Thank you for your support.


Chad Schmidt
Principal



June 7, 2022

To Whom It May Concern:

My name is Lauren Anderson. I was a dancer with the Houston Ballet from 1983 - 2006. I am currently Associate Director of the Education and Community Engagement department of the Houston Ballet. I met Victoria Vittum when she came to teach ballet at Houston Ballet in 1998 and have known her for many, many years.

I have been a guest artist with Houston Repertoire Ballet, for which she is the Artistic Director. I know the quality of her work as she has produced many dancers that have attended Houston Ballet summer programs or have become members of the company and other ballet companies across the nation.

As a person that leads the Community Engagement program at the Houston Ballet, I know firsthand the importance this experience brings to so many underserved children, particularly in the Title 1 schools. I highly support Ms. Vittum and Houston Repertoire Ballet in their efforts to expand the outreach program for the Tomball ISO.

Please feel free to contact me at any time.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Anderson".

Lauren Anderson
Associate Director,
Education and Community Engagement
landerson@houstonballet.org
713-535-3286

City of Tomball
501 James Street
Tomball, TX 77375

Gilbert Rome
424 West Solidelle
Chalmette, LA 70043

Dear Members:

I have had the opportunity and pleasure of working with Victoria Vittum for forty years. During this time, I recognized her ability as an instructor, choreographer and her ability to stage classical and modern ballets. Over this period, the Inner City Program was formed under the direction of Margo Marshall (City Ballet of Houston). Vicky auditioned hundreds of inner city children rehearsing them, as well as the company dancers.

During our tenure with City Ballet of Houston, Vicky and I developed a friendship and a respect for each other's work. In 1994, we decided it was time for us to join forces and form Houston Repertoire Ballet. In 1996, we received our non-profit designation and the mission of the organization was established. After a career spanning fifty years, I retired in 2005 but have continued to act in an advisory capacity. It gives me great pleasure to have played a part in creating HRB and in knowing that since my retirement, the company has continued to grow artistically as well as in size and in its mission.

The company has become an asset in its community of Tomball and North Houston. HRB's annual Nutcracker has joined with the Cypress Philharmonic for its Nutcracker season. Its performances to sold out houses in Tomball have allowed HRB to develop its spring concert season and an outreach program.

Many Houston Repertoire Ballet dancers have subsequently joined New York City Ballet, Houston Ballet, Joffrey Ballet, Colorado Ballet, and many others.

Houston Repertoire Ballet's having your support would be instrumentally significant in growing its mission. Thank you for your time in making this consideration.

Yours very truly,

Gilbert Rome
cofounder and former co-director of Houston Repertoire Ballet
former member of National Ballet of Canada, Opera House Frankfurt Germany, Opera House
Cologne, Germany, Houston Ballet, HSPVA, co-director of City Ballet of Houston

P.S.: To name a few produced by HRB -
Mr. Jared Matthews, Principal Dancer with Houston Ballet
Elizabeth Keller, Miami City Ballet
Trey MacIntyre, Dance Project and principal with Idaho Ballet
Morgan Buchanan, soloist with Colorado Ballet' Amaris Sharratt, Nebraska Ballet
Janie Taylor, New York City Ballet
Davida Haas, Houston Ballet and Joffrey Ballet

I have danced with American Ballet Theatre in New York for thirteen years achieving the rank of Soloist. I am currently in my third year as a Principal Dancer with Houston Ballet. Throughout my career I have traveled the world performing in many famous opera houses and theaters. I would not be where I am today without Victoria Vittum and Houston Repertoire Ballet.

Victoria creates an environment where hard work and discipline is the foundation for success. Her eye for detail and solid classical ballet background provide students the opportunity to truly learn and understand the art form. I spent all of my pre professional training with Victoria and HRB. They gave me everything I needed to prepare for a professional career in dance. Under Victoria's guidance I was slowly and methodically challenged year after year in order to further my development. Step by step she taught me classical ballet. Performing with HRB gave me the experience of being on stage in front of an audience and showing all that we had worked on in the studio. These experiences were crucial to me as a young dancer.

Victoria and HRB continue their mission of training young classical dancers. I am proud to call myself an alumnus, and I am forever grateful for all they have given me.

Jared Matthews
Principal Dancer
Houston Ballet

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 9/19/2022

Topic:

Approve Resolution No. 2022-41, a Resolution of the City of Tomball, Texas, approving the Master Fee Schedule for Fiscal Year 2022-2023.

Background:

Each year, the City of Tomball adopts a Master Fee Schedule that incorporates City fees, fines, permits, utility rates and other charges for services. This year, the Master Fee Schedule was redesigned and updated with a focus on a few key areas:

- To increase transparency to our customers by redesigning the Schedule;
- To simplify complex fee structures where needed to provide clarity; and
- To update rates, fees, and charges in accordance with Council's policy direction.

Staff from the City Secretary's Office, Finance, Customer Service, Project Management, Community Development, Police, Fire, and Public Works reviewed their relevant fees and charges and propose updates based on the focus areas. The updated Master Fee Schedule and a summary of proposed changes are attached for Council's review. Below is a high-level summary of the major changes proposed.

Proposed changes to the Master Fee Schedule

- Development Permits, Inspections & Fees
 - Plat Fees
 - Simplified fee structure
 - Planning Fees
 - Costs updated based on cost of service and market
 - Extraneous fees removed
 - Engineering Fees
 - Costs updated based on cost of service and market
 - Building Permits
 - Clear separation between residential and commercial
 - Electrical, Mechanical, and Plumbing Permits
 - Updates to base fees
 - Simplified fee structure
 - Inspections
 - Increased charges for re-inspections
 - Tap Fees
 - Increased based on actual cost of service
 - Impact Fees:
 - Increased to maximum allowed under current study
- Utility Fees, Rates, & Charges
 - 6% increase in water and wastewater rates
 - No changes to gas or solid waste rates

Origination: City Manager's Office/Finance Department

Recommendation:

Staff recommends approval.

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

Jessica Rogers, Assistant 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 Jessica Rogers 8/31/2022
Staff Member Date

Approved by _____
City Manager Date

RESOLUTION NO. 2022-41

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,
APPROVING THE MASTER FEE SCHEDULE FOR FISCAL YEAR
2022-2023.**

* * * * *

WHEREAS, the Tomball City Council desires to enhance government transparency through the adoption of a Master Fee Schedule for the convenience of the public; and

WHEREAS, the Tomball City Council finds it advantageous to adopt a Master Fee Schedule for Fiscal Year 2022-2023, to provide easier access to information regarding City services and associated fees for Tomball residents and commercial interests; **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. A Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2022-2023 is hereby adopted, a copy of which is attached hereto as Exhibit “A” and incorporated herein.

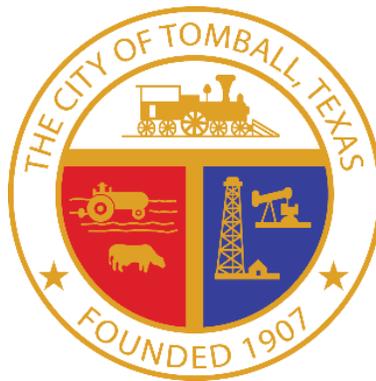
Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not 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 19th day of September 2022.

Lori Klein Quinn
Mayor

ATTEST:

Doris Speer
City Secretary



**City of Tomball
Master Fee Schedule
FY 2022-2023**

Effective October 1, 2022

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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
<small>*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).</small>			
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 (Sec. 16-162 – 172, Code of Ordinances)	
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 (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	\$25.00 per year
Impounded donation container fee	\$200.00
Daily storage fee	\$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
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	\$120.00
Light duty tow trucks – drop fee	\$55.00
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 \$75.00 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/Construction Permit application	2% of the cost of construction of infrastructure (e.g. drainage, streets, sidewalks, utilities, etc. – not vertical structures)		
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 25 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		
Permit Type	No Culvert	With Culvert
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
<i>Water Boring Fees</i>	
<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	
<i>Connection Size</i>	<i>Fee</i>
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
<i>Wastewater Boring Fees</i>	
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>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

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 (Sec. 2-240, Code of Ordinances)	
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
<i>Volume rate per 1,000 gallons</i>			
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 (<u>Sec. 18-194, Code of Ordinances</u>)	
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</i> (Chapter 26, Code of Ordinances)	
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					
<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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					
<i>Offense Code</i>	<i>Offense Code Type</i>	<i>Offense Description</i>			<i>Total Due</i>
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

**FY 2022-2023
Master Fee Schedule
Summary of Changes**

The table below shows the adjustments or changes in fees from FY 2021-2022 to FY 2022-2023. If a fee is not listed below, no changes were made to the fee.

Development Permits, Inspections & Fees		
<i>Plat Fees</i>		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Preliminary Plat	\$200.00 base fee \$1.00 per lot \$5.00 per acre	\$500.00 base fee \$20.00 per lot \$2,500 max fee Removed “per acre” fee
Final, Replat & Minor Plat	\$200.00 base fee \$0.50 per lot \$2.00 per acre	
<i>Planning Fees</i>		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Rezoning	\$400 + \$10 per acre	\$1,000
Text Amendment	\$500	\$1,000
Conditional Use Permit	\$600	\$1,000
Planned Development (with concept or site plan)	\$1,000	\$1,500
Variance/Special Exception (Board of Adjustments)	\$100 residential \$250 non-residential & multifamily	\$500
Zoning Verification Request	\$25	\$50
Comprehensive Plan Amendment	\$500	\$1,000
Copy of Zoning Ordinance	\$15.85	Removed
Color Maps (11x17)	\$1.50	Removed
Rezoning and Comprehensive Plan Amendment	\$650 + \$10 per acre	Removed
Appeals	\$100	Removed
Appeals of Building Standards Commission Decision	\$10	Removed
<i>Engineering Fees</i>		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Floodplain permit application	\$25	\$50
Right-of-way Abandonment	\$300	\$1,000
Fee in lieu of construction of sidewalks	\$30 per linear foot	\$75 per linear foot
<i>Commercial Building Permits</i>		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Total valuation: \$1,000 and less	\$15.00 for inspection	\$25.00 for inspection
Total valuation: \$1,001 to \$50,000	\$15.00 for first \$1,000 in value; \$5.00 for each additional thousand or fraction thereof	\$30.00 for first \$1,000 in value; \$5.00 for each additional thousand or fraction thereof
Total valuation: \$50,001 to \$100,000	\$260.00 for first \$50,000 in value; \$4.00 for each additional thousand or fraction thereof	\$275.00 for first \$50,000 in value; \$4.00 for each additional thousand or fraction thereof

Total valuation: \$100,001 to \$500,000	\$460.00 for first \$100,000 in value; \$3.00 for each additional thousand or fraction thereof	\$475.00 for first \$100,000 in value; \$3.00 for each additional thousand or fraction thereof
Total valuation: \$500,001 or greater	\$1,660.00 for first \$500,000 in value; \$2.00 for each additional thousand or fraction thereof	\$1,675.00 for first \$500,000 in value; \$2.00 for each additional thousand or fraction thereof
Demolition Permit/Fee		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
100,001 cubic feet and greater	\$60 + \$0.50 for each additional 1,000 c.f.	\$60 + \$1 for each additional 1,000 c.f.
Roofing Permits		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Commercial roofing permit	\$50 (residential and commercial)	Require commercial building permit
Electrical Permits		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Base Permit Fee	\$20	\$35
Additional changes made to per unit charges to consolidate redundant items		
Plumbing Permits		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Base Permit Fee	\$20	\$35
Additional changes made to per unit charges to consolidate redundant items		
Gas Items	None	Variable
Mechanical Permits		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Base Permit Fee	\$15	\$35
Additional changes made to consolidate items		
Driveway Permits		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Residential driveway – with culvert	\$265	\$300
Commercial driveway – with culvert	\$350	\$25 Inspection fee only; Culvert set by permit holder
Certificate of Occupancy		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Change in occupancy	None	\$60
Temporary certificate of occupancy	None	\$60
Inspections		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
First inspection	None	None
All re-inspections	\$25	N/A
First re-inspection (second inspection)	N/A	\$50
Second re-inspection (third inspection)	N/A	\$75
Third re-inspection (fourth inspection)	N/A	\$100
All re-inspections after third re-inspection	N/A	\$150

Water Tap Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Meter Size		
5/8 inch to 3/4 inch	\$1,450	\$1,625
1.0 inch	\$1,625	\$1,725
1.5 inch	\$2,250	\$2,725
2.0 inch	\$2,450	\$2,950
Water Boring Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Line Size		
1 inch line	\$775	\$975
2 inch line	\$875	\$1,175
Wastewater (Sewer) Tap Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Connection Size		
4 inch	\$650	\$1,400
6 inch	\$700	\$1,675
Wastewater (Sewer) Boring Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Up to 6 inch line	\$1,075	\$1,350
Gas Tap Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
0 to 345,000	\$1,075	\$1,200
345,001 to 450,000	\$1,300	\$1,450
600,000 to 1,200,000	New size	\$3,000
450,001 to 1,760,000	\$2,600	\$3,100
2,420,001 to 5,500,000	\$4,750	Applicant responsibility Meter at cost
5,500,001 to 11,000,000	\$6,025	Applicant responsibility Meter at cost
Gas Boring Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Bores up to 80 feet in length	\$725	\$975
Water Impact Fees		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Water Meter Size		
¾ inch	\$3,372.64	\$3,781.00
1 inch	\$5,632.31	\$6,314.27
1.5 inch	\$11,230.89	\$12,590.73
2 inch	\$17,976.17	\$20,152.73
3 inch	\$39,358.71	\$44,124.27
4 inch	\$67,452.80	\$75,620.00
6 inch	\$151,768.80	\$170,145.00
8 inch	\$179,862.89	\$201,640.73

Fire Department Permits & Inspections		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Access control device installation plan review (NEW)	None	\$200
Parks & Facility Rentals		
<i>Banner Display Fees</i>		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Banner Display Application Fee	\$75	Removed No longer offered
<i>Park Facility Reservation Fees</i>		
Item	FY 2021-2022 Fee	FY 2022-2023 Fee
Pickleball court rentals - Individual	N/A	Resident: \$5 for 3 hours Nonresident: \$10 for 3 hours
Pickleball court rentals - League Court Rental	N/A	Resident: \$150 per season Nonresident: \$170 per season

Utility Fees, Rates & Charges				
<i>Monthly Rates for Potable Water Sales</i>				
Customer Class	FY 2021-2022 Rates		FY 2022-2023 Rates	
	Base Rate	Consumption Charge	Base Rate	Consumption Charge
Small Residential	10.90	2.85	\$11.55	\$3.02
Medium residential	12.54	3.56	\$13.29	\$3.77
Large residential	14.42	4.45	\$15.29	\$4.72
Small commercial	18.45	3.45	\$19.56	\$3.66
Medium commercial	29.70	4.32	\$31.48	\$4.58
Large commercial	51.99	5.40	\$55.11	\$5.72
Bulk Sales	87.05	4.83	\$92.27	\$5.12
<i>Water Meter Testing Fee</i>				
Item	FY 2021-2022 Fee		FY 2022-2023 Fee	
Meter Size				
0.75 inch and 1 inch	\$75		\$175	
1.5 inch and 2.0 inch	\$125		\$225	
3.0+ in meters	\$150		\$250	
<i>Monthly Rates for Wastewater (Sanitary Sewer)</i>				
Item	FY 2021-2022 Fee		FY 2022-2023 Fee	
Residential service, with potable water	\$9.65 base charge \$3.37 volume charge		\$10.23 base charge \$3.57 volume charge	
Commercial service, with potable water	\$23.50 base rate + volume charge		\$24.91 base charge + volume charge	
Volume Charge:				
0 to 5,000 gallons	\$4.27		\$4.53	
5,001 to 51,000 gallons	\$5.33		\$5.65	
More than 51,000 gallons	\$6.67		\$7.07	
Residential service, without potable water	\$39.56		\$41.93	
Commercial service, without potable water	\$65.83 base rate + \$2.62 fee per drain (in excess of 10)		\$69.78 base rate + \$2.78 fee per drain (in excess of 10)	
<i>Gas Meter Testing Fee</i>				
Item	FY 2021-2022 Fee		FY 2022-2023 Fee	
Domestic – American	\$45		\$315	
400 Series	\$60		\$325	
Industrial Diaphragm (800 to 1,000)	\$125		\$400	
Industrial Diaphragm (1,000 to 10,000)	\$250		\$515	
Rotary	\$300		\$575	

City Council Meeting Agenda Item Data Sheet

Meeting Date: 09/19/2022

Topic:

Approve Interlocal Agreement between the City of Tomball and Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After Normal Campus Hours

Background:

The City and School District sign a renewed contract each year that describes police officer and patrol vehicle services related to security at the Tomball Event Center/Tomball Stadium, Traffic Duty at schools, and security at campus-based events. This contract codifies hourly rates for each of these duties which are different from prior years.

Origination: Annual Memorandum of Agreement between Tomball ISD and the City of Tomball for dedicated police service in the schools.

Recommendation:

Authorize City Manager to execute contract with Tomball ISD.

Party(ies) responsible for placing this item on agenda: Jeff Bert, Police Chief

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 Jeff Bert
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF TOMBALL AND
THE TOMBALL INDEPENDENT SCHOOL DISTRICT
FOR USE OF POLICE OFFICERS AND MANNED VEHICLES**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into effect the 1st day of August, 2022, by and between the City of Tomball, Texas (the "City"), and the Tomball Independent School District (the "District"), each acting through its duly authorized executive officer.

RECITATIONS

The City and the District are governmental units and political subdivisions authorized by the Interlocal Cooperation Act, Article 4413(32c), Texas Revised Civil Statutes, to enter into this Agreement for the purpose of performing governmental functions and services; and

The District desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers for District functions including, but not limited to, security oversight and traffic direction at athletic events held at individual school campuses, the Tomball Event Center, and to be used for traffic direction periodically throughout the school year to address specific needs at designated school facilities.

The District recognizes that the primary duty of the Police Chief and the City Police Department is to serve the City of Tomball and that the provision of the officers and/or manned vehicles shall be governed by the terms of this Agreement; **NOW THEREFORE,**

Section 1.0, The recitations stated above are true and correct.

Section 2.0, Consideration and Term, For and in consideration of the mutual promises, covenants, obligations, and benefits to the City and the District, the parties agree and contract is provided below in this Agreement. This agreement shall remain in effect for the 2022-2023 school year, and it shall be renewed automatically, from school year to school year, unless terminated by either party in accordance with the provisions of Section 8.0, "Termination," of this Agreement.

ARTICLE I

OBLIGATIONS OF CITY

Section 3.0 Police Officer and Patrol Vehicle Services. The City will provide and assign police officers and/or patrol vehicles, to be operated by Tomball Police Officers only (the "*Vehicle* or *Vehicles*"), to the District for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1** Security, crowd management, parking, and traffic direction for events held at the Tomball Event Center/Tomball Stadium and TISD facilities rentals;
- 3.2** Traffic duty for the opening day of school and periodically throughout the school year to address specific needs at designated school facilities outside of designated contract time; and
- 3.3** Security at campus-based, school-sponsored events (including, but not limited to, athletics and fine arts).

This Agreement will not obligate the District to pay additional compensation to the City for customary or routine services of the Police Department, as such services are customarily provided to citizens, businesses, and governmental units within the City's jurisdiction, it being the intention of the parties to provide for situations in which additional services are requested and provided in accordance with the terms of this Agreement.

Section 4.0, Procedure. Prior to the need of officers and/or vehicles by the District, the District shall contact the City of Tomball Chief of Police, or the Chiefs designee, and outline the particular needs, services, and scheduling required.

Section 5.0, As Assigned, When Available: Control. Assignments will be made solely at the discretion of the Chief of Police. The parties acknowledge that in making Officer and Vehicle assignments, the Chief and the Police Officers have a first and primary duty to perform police functions and services for the citizens of the City of Tomball, including cooperative efforts with other jurisdictions, and in the events of the occurrence of any public disaster, major crime, riot, or such other paramount public need as may arise (as determined by the Chief of Police or the Chiefs Designee), then the police will be obligated to first devote their efforts and equipment to those needs, rather than in connection with this Agreement with the District.

This Agreement is not intended, nor shall it be construed, to obligate the City of Tomball or its Police Department in any manner whatsoever; it is intended to set out the terms and conditions for the assignment of Officers and Vehicles operated by the City Police Officers in accordance with this Agreement.

The Officers and the Vehicles assigned in accordance with this Agreement shall perform the duties as assigned by the District subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement.

Section 6.0. Payments for Officers' Services.

6.1. Regular Police Officers. Time or hours worked by Regular Police Officers who perform services under this Agreement for the District as an extra job shall be submitted by the Police Officer(s) in written form to the Chief of Police or the Chief's designee. After approval, the Chief shall forward the charge(s) to the District, and the District will pay for those services directly to the individual Officer(s) who worked those extra jobs.

It is the intent of this Agreement that Regular Police Officers contract directly with the District in connection with these extra jobs.

6.2. Regular/Full-Time Police Officers. Regular/Full-Time Police Officers who perform services under this Agreement are performing contract services for the District, at a rate of \$37.50 per hour with a four (4) hour minimum for security at campus-based, school-sponsored events (including, but not limited to, athletics and fine arts). Security, crowd management, parking, and traffic direction for events held at the Tomball Event Center/Tomball Stadium and TISD facilities rentals will be paid at a rate of \$42.50 per hour with no minimum hours worked requirement. Traffic duty for the opening day of school and periodically throughout the school year to address specific needs at identified school facilities outside of designated contract time, will be paid at a rate of \$60.00 per hour. If the District cancels assignments or events without adequate notification (generally two hours), the District will pay a two (2) hour minimum to officers working the assignment or event at a rate of \$37.50 regardless of venue or task.

6.3. Statement of Charges: Disputes. The City of Tomball Finance Director will send a statement of charges for mileage when officers utilize City vehicles to escort the District to out-of-town events. The statements may be prepared on a monthly or quarterly basis. All statements of charges will be delivered or sent by regular mail to the District and will be due upon receipt. Charges shall be paid no later than thirty (30) days from the date of the statement.

All questions or disputes regarding charges under this contract may be resolved between the City of Tomball Finance Director, the Chief of Police, and the Chief Operating Officer of the District, with a written report of the resolution to be made a part of the record. Upon request to the City of Tomball Finance Director, the District or its representatives may inspect and review the City's documentation supporting any statement at any time during the City's regular business hours.

Section 7.0. Insurance: Responsibility. It is expressly understood and agreed that the City and the District shall each provide insurance coverage for their respective personnel, agents, representatives, and equipment in connection with this Agreement. Further, each party shall be responsible for the actions of its respective personnel, agents, representatives, and equipment, in accordance with State and federal laws.

This provision is to delineate the continued, independent operations of the City and the District as separate political subdivisions, and it is not intended, nor shall it be construed, to create any right, benefit, entitlement, or third-party beneficiary relationship with any person or entity.

Section 8.0. Termination. This Agreement may be terminated at any time by either party by giving at least thirty (30) days advance written notice to the other party. The termination notice shall specify the effective date of the termination, which shall in no event be more than sixty (60) days after the date the termination notice is given. This Agreement may be terminated immediately if the District defaults in the payment of mileage charges; provided, however, such termination will not prejudice the City's right to payment of any outstanding charges or the obligation of the District to pay them.

Section 9.0. Notice. Any notice which is permitted or required to be given under this Agreement shall be given in writing, sent by registered or certified mail, addressed to the respective parties, as follows:

Chief of Police
City of Tomball
400 Fannin Street
Tomball, Texas 77375

Chief Operating Officer
Tomball Independent School District
310 South Cherry Street
Tomball, Texas 77375

Notice shall be deemed given to either party upon delivery or deposit of the notice in the U.S. mail.

Section 10.0. General.

10.1. This Agreement is the sole agreement between the parties. There are no other agreements between the parties, nor will any purported agreement, oral or in writing, be given effect. This Agreement may be amended by the authorized execution of an amending document executed in the same manner and with the same formalities as this Agreement.

10.2. This Agreement shall be construed and governed by the laws of the State of Texas, and enforced in Harris County, Texas.

10.3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Agreement or the application of the same shall for any reason be adjudged invalid or held unconstitutional by a court of competent Jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or Any part or provision

hereof other than the part declared be invalid or unconstitutional.

10.4. This Agreement may not be assigned by either party.

Executed in multiple, original counterparts, each of which shall be considered an original Agreement for all purposes, effective the 1st day of August 2022.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

Tomball Independent School District

By:
Dr. Steven Gutierrez
Chief Operating Officer

By:
David Esquivel
City Manager

By:
Dr. Martha Salazaar-Zamora
Superintendent of Schools

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve Proposed Amendment to Interlocal Agreement between the City of Tomball and Tomball Independent School District (TISD), Affording the Tomball Police Department the Ability to Assign a total of Sixteen (16) Student Resource Officers (SROs) to TISD Campuses by the End of the Current Academic Calendar Year 2022-2023

Background:

The City of Tomball and Tomball Independent School District (TISD) have maintained an Interlocal Agreement from the purpose of establishing the terms under which the City provides the District with School Resource Officers (SROs) which has been renewed annually with changes reflecting differences in wages, duties, percentage paid by school, and number of SROs assigned to the District. This latest amendment to the Agreement expands the number of SROs assigned to the schools and speeds up the placement of the SROs into one Academic Calendar Year rather than over three years.

Origination: Jeff Bert

Recommendation:

Party(ies) responsible for placing this item on agenda: Jeff Bert, Police Chief

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

Proposed Amendments to Interlocal Agreement for School Resource Officers (2022-2025)

In August, 2022, the Tomball Independent School District (the District) requested that the City of Tomball (City) increase the number of School Resource Officers (SRO) assigned to the District. Specifically, the District requested that the City expand the number of SROs agreed upon in the current Interlocal Agreement from 12 SROs to 16 SROs by the end of the Academic Calendar Year 2022-2023 (June, 2023).

Section 9.4 Mutual Obligations of Both Parties of the current Interlocal Agreement states in part:

If at any point during the term of this Agreement, either party desires to make a change to the number of SROs, duties of SROs, or other Agreement obligations, that Party is required to Notify the other Party as soon as feasible, provide a detailed analysis of facts used to come to the conclusion, and meet with the other Party to discuss the potential changes to the Agreement.

Consistent with the requirements of the current Interlocal Agreement, the District met with the City of Tomball Chief of Police to conduct analysis on the potential expansion of the SRO program. The Chief of Police provided samples of long-term growth models that offered either zone coverage of SROs on TISD campuses or full coverage of SROs on TISD campuses. Additionally, the Chief of Police presented various models of school-based policing which considered nine-month employees vs. fulltime employees, fully funded vehicles vs. the requirement that newly hired SROs provide their own vehicle, and other aspects of an expanded organizational chart that acknowledge additions of dispatchers, detectives, clerical and managerial staff to an expanded school-based policing model. The District requested that as both Parties craft a long-term Interlocal Agreement which considers all aspects of a thoughtful, effective SRO program expansion, the Parties speed up and bolster the SRO growth described over a three-year period in the current Interlocal Agreement. The TISD requested that instead of providing fifteen (15) SROs by the Academic Calendar Year 2024-2025 as detailed in the current Interlocal Agreement, the City provide sixteen (16) SROs by the end of the current Academic Calendar Year 2022-2023.

These substantial changes to the deployment model require amendments to the current Interlocal Agreement. These changes are highlighted in yellow on the following page.

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7. CITY'S RIGHTS AND OBLIGATIONS

7.1. The City will assign **16** Law Enforcement Officers as SROs in Academic Calendar Year 2022-2023. The City and District will be guided Section 9.5 **Mutual Obligations of the Parties** if either party desires to make a change to the number of SROs.

10. CONTRACT AMOUNT

10.1. The District shall pay the City an amount equal to seventy-five percent (75%) of the cost of the actual Salaries and Benefits of the SROs for each year in the term of this Agreement except as noted in Section 10.1.1.

10.1.1. For Academic Calendar Year 2022-2023, the City will provide **sixteen (16)** SROs, and the District will pay seventy-five percent (75%) of the actual cost of the Salaries and Benefits of **thirteen (13)** SROs, while the City will pay one hundred percent (100%) of the actual cost of the Salaries and Benefits of two (2) SROs. **For Academic Calendar Year 2022-23, the District will pay one hundred percent (100%) of the actual cost of the Salaries and Benefits of the final (sixteenth) SRO hired.** For Academic Calendar Year 2023-2024 and Academic Calendar Year 2024-2025, the District will pay seventy-five percent (75%) of the actual cost of the Salaries and Benefits of **fifteen (15)** SROs and **100 percent (100%) of the actual cost of the Salaries and Benefits of one (1) SRO.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this _____ day of _____ 2022.

CITY OF TOMBALL

ATTEST:

Doris Speer, City Secretary

David Esquivel, City Manager

TOMBALL INDEPENDENT SCHOOL DISTRICT

ATTEST:

Dr. Steven Gutierrez, Chief Operating Officer

Martha Salazar-Zamora, Superintendent of Schools

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Approve the Proposed Tax Rate of \$0.287248/\$100 for Tax Year 2022 and Set the Dates to Vote on the Proposed Tax Rate for October 3, 2022 and October 17, 2022

Background:

We have received our tax rate calculations from the Harris County Tax Assessor-Collector's Office and they are as follows:

No-New-Revenue Tax Rate: \$0.292522/\$100 – This rate represents no increase over last year. It does not factor in the 3.5% increase allowable by Senate Bill 2. It simply represents the rate that will generate the same property tax revenue as the previous year. In other words, if we received \$100 dollars last year, we will receive \$100 dollars this year, regardless of any changes in property valuations.

Voter-Approval Tax Rate: \$0.287248/\$100 – This calculation includes the 3.5% increase allowable by Senate Bill 2, and the initial calculation determined the rate to be \$0.474747/\$100. However, further rate calculation requirements result in an adjustment to the final rate due to the fact that we collect additional sales tax in order to reduce property taxes.

De Minimis Rate: \$0.283794/\$100 – This calculation provides smaller cities flexibility by providing \$500,000 in additional revenue.

Based on current legislation, City Council may adopt a tax rate of up to \$0.287248/\$100, without requiring an election. Therefore, the Voter-Approval tax rate of \$0.287248/\$100 is being proposed. This will result in a reduction of \$0.046091/\$100 from our current rate of \$0.333339/\$100.

Notice of the meeting to vote on the tax rate will be published in the September 21, 2022 issue of the official newspaper, following Council's action. Since the proposed tax rate does not exceed the lesser of the No-New-Revenue or Voter-Approval tax rates, a public hearing is not required. The first reading of the tax rate will be held at the Regular Council meeting on October 3, 2022 at 6:00 p.m. and the second reading will be held at the Regular Council meeting on October 17, 2022 at 6:00 p.m.

Origination: Finance Director

Recommendation:

Approve the proposed tax rate of \$0.287248/\$100.

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

Katherine Tapscott, Finance Director

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Tomball

713-274-8000

Taxing Unit Name

Phone (area code and number)

1001 Preston, Suite 100, Houston, Texas 77002

www.hctax.net

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

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

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

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

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

SECTION 1: No-New-Revenue Tax Rate

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

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

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

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,854,954,384
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,854,954,384
4.	2021 total adopted tax rate.	\$ 0.333339 /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2021 ARB values:	\$ 286,040,613
	B. 2021 values resulting from final court decisions:	- \$ 251,481,079
	C. 2021 value loss. Subtract B from A. ³	\$ 34,559,534
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2021 ARB certified value:	\$ 394,465,129
	B. 2021 disputed value:	- \$ 131,655,265
	C. 2021 undisputed value. Subtract B from A. ⁴	\$ 262,809,864
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 297,369,398

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 2,152,323,782
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value:..... \$ 21,857,627 B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value:..... + \$ 3,901,280 C. Value loss. Add A and B. ⁶	\$ 25,758,907
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ 5,276,474 B. 2022 productivity or special appraised value: - \$ 52,798 C. Value loss. Subtract B from A. ⁷	\$ 5,223,676
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 30,982,583
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,121,341,199
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 7,071,257
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 269,195
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 7,340,452
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 2,364,205,159 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ _____ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:..... - \$ 0 D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0 E. Total 2022 value. Add A and B, then subtract C and D.	\$ 2,364,205,159

⁵ Tex. Tax Code § 26.012(15)

⁶ Tex. Tax Code § 26.012(15)

⁷ Tex. Tax Code § 26.012(15)

⁸ Tex. Tax Code § 26.03(c)

⁹ Tex. Tax Code § 26.012(13)

¹⁰ Tex. Tax Code § 26.012(13)

¹¹ Tex. Tax Code § 26.012, 26.04(c-2)

¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district’s value and the taxpayer’s claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>214,440,809</u></p> <p>B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>63,706,162</u></p> <p>C. Total value under protest or not certified. Add A and B. \$ <u>278,146,971</u></p>	
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>2,642,352,130</u>
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ <u>11,012,603</u>
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to exist-ing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ <u>121,975,006</u>
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ <u>132,987,609</u>
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ <u>2,509,364,521</u>
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.292522</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

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

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

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

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ <u>0.177557</u> /\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,152,323,782</u>

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

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 3,821,601
31.	<p>Adjusted 2021 levy for calculating NNR M&O rate.</p> <p>A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ 143,390</p> <p>B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ 0</p> <p>C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 143,390</p> <p>E. Add Line 30 to 31D.</p>	\$ 3,964,991
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,509,364,521
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.158007 /\$100
34.	<p>Rate adjustment for state criminal justice mandate. ²³</p> <p>A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
35.	<p>Rate adjustment for indigent health care expenditures. ²⁴</p> <p>A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100

²² [Reserved for expansion]
²³ Tex. Tax Code § 26.044
²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵</p> <p>A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose \$ _____ 0</p> <p>B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. \$ _____ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u>/\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u>/\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ <u>0.000000</u> /\$100
37.	<p>Rate adjustment for county hospital expenditures. ²⁶</p> <p>A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ _____ 0</p> <p>B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ _____ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u>/\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u>/\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ <u>0.000000</u> /\$100
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ _____ 0</p> <p>B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ _____ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0.000000</u>/\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0.000000</u> /\$100
39.	<p>Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ <u>0.158007</u> /\$100
40.	<p>Adjustment for 2021 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>4,954,379</u></p> <p>B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0.197435</u>/\$100</p> <p>C. Add Line 40B to Line 39.</p>	\$ <u>0.355442</u> /\$100
41.	<p>2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ <u>0.367882</u> /\$100

²⁵ Tex. Tax Code § 26.0442
²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.000000 /\$100
42.	<p>Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸</p> <p>Enter debt amount \$ 7,074,323</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 3,575,000</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 761,685</p> <p>E. Adjusted debt. Subtract B, C and D from A.</p>	\$ 2,737,638
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ 2,737,638
45.	<p>2022 anticipated collection rate.</p> <p>A. Enter the 2022 anticipated collection rate certified by the collector.³⁰ 96.95%</p> <p>B. Enter the 2021 actual collection rate. 96.95%</p> <p>C. Enter the 2020 actual collection rate. 100.62%</p> <p>D. Enter the 2019 actual collection rate. 100.29%</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³¹</p>	96.95%
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 2,823,762
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,642,352,130
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.106865 /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.474747 /\$100
D49.	<p>Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ /\$100

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

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller’s estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller’s Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 4,954,379
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,642,352,130
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.187499 /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.292522 /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.292522 /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.474747 /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.287248 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit’s expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,642,352,130
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.287248 /\$100

³² Tex. Tax Code § 26.041(d)
³³ Tex. Tax Code § 26.041(i)
³⁴ Tex. Tax Code § 26.041(d)
³⁵ Tex. Tax Code § 26.04(c)
³⁶ Tex. Tax Code § 26.04(c)
³⁷ Tex. Tax Code § 26.045(d)
³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.000000 /\$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.000000 /\$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ 0.000000 /\$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ 0.000000 /\$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.287248 /\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.158007 /\$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,642,352,130
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.018922 /\$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.106865 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.283794 /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.333339/\$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit’s Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year’s worksheet.	\$ 0.000000/\$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.333339/\$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,121,341,199
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 7,071,257
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,509,364,521
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0.000000/\$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.287248/\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate.	\$ 0.292522 /\$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u>	
Voter-approval tax rate.	\$ 0.287248 /\$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>58</u>	
De minimis rate.	\$ 0.283794 /\$100
If applicable, enter the 2022 de minimis rate from Line 72.	

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print here Ann Harris Bennett
Harris County Tax Assessor-Collector
Printed Name of Taxing Unit Representative

sign here Ann Harris Bennett
Taxing Unit Representative

09-08-2022
Date

⁴⁸ Tex. Tax Code §26.042(c)
⁴⁹ Tex. Tax Code §26.042(b)
⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Announce that City Council will Vote on the 2022 Tax Rate at the Regular City Council Meetings on October 3, 2022 and October 17, 2022 at 6:00 p.m.

Background:

Origination: Mayor Klein Quinn

Recommendation:

N/A

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

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>Doris Speer</u>	<u>8-31-2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 18, 2022

Topic:

Consideration to approve a contract renewal for janitorial services for City facilities to ABM Texas General Services, Inc. for an annual contract amount of \$89,307.31 (total contract amount \$346,732.13). This amount is included in the FY 2022-2023 budget.

Background:

Janitorial services were bid in 2019 and the contract was awarded to ABM Texas General Services, Inc. for a one-year term with three (3) additional one-year renewals. Based on the original contract the renewal for FY 2022-2023 will be the final renewal allowed before the services will be placed out for public bid.

The contract allows for a Consumer Price Index (CPI) increase annually at the time of the renewal, the requested increase based on the CPI for the final renewal is three percent (3%), for a total annual contract amount of \$89,307.31 excluding extra services for festivals, events, and rentals at the Community Center.

The services for the contract renewal were allocated in the fiscal year 2022-2023 budget request.

Origination: Project Management

Recommendation:

Staff recommends approving the final contract renewal for janitorial services to ABM Texas General Services, Inc. for a total contract amount of \$89,307.31.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-157-6311

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

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



CITY OF TOMBALL

CONTRACT RENEWAL

This amendment by and between the Contractor and the City of Tomball defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the City to issue a Notice of Award Amendment for purposes of exercising the renewal option; this written document shall serve as such Notice of Award Amendment.

CITY OF TOMBALL RENEWAL CONTRACT	
Contractor's Full Legal Name:	ABM Texas General Services, Inc.
Contract No.:	10043
Bid Number:	0000-10043
Solicitation Title/Event Name:	Janitorial Services Contract
Contract Award Date:	November 1, 2019
Current Contract Term:	1 Year

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	October 1, 2022
End Date of New Contract Term:	September 30, 2023

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
4. **PRICING.** It is agreed between both parties that the pricing will be held for one year, at the prices as reflected in EXHIBIT A.
5. **STORM WATER MANAGEMENT PLAN.** When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality, if applicable.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	

CITY OF TOMBALL

Authorized Signature:	
Printed Name and Title of Person Signing:	David Esquivel, PE City Manager
Date:	
Company Address:	501 James Street Tomball, Texas 77375

EXHIBIT A

MINIMUM SPECIFICATIONS

JANITORIAL SERVICES – CITY OF TOMBALL

Bid Number 2019-08

The City of Tomball is accepting sealed bids for Janitorial Services as herein specified.

It is the intention of the City of Tomball to obtain professional Janitorial Services for nine (9) City owned buildings beginning November 1, 2019 and ending October 31, 2020. The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same terms and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Cleaning to be performed nightly on the following schedule:

- **City Hall, 401 Market Street:** performed nightly five days a week after 8 PM, Monday through Friday, excluding City holidays.
 - **Mayor's Office:** to be cleaned once per week on Friday.
- **Public Works Administrative Building, 501 James Street:** performed nightly five days a week, Monday through Friday, excluding City holidays.
- **Public Works Service Center, 501 James Street, 1st floor only:** performed nightly five days a week, Monday through Friday, excluding City holidays.
- **Tomball Community Center, 221 Market Street:** performed nightly five days a week after 8 PM, Monday through Friday, excluding City holidays. Additional cleanings during festivals will be requested in advance.
- **Tomball Police Department, 400 Fannin Street:** performed nightly, after 5:00 PM, seven days a week, Monday through Sunday, no City holiday exception.
- **Fire Station #1, 1200 Rudel (Administration Side):** performed nightly five days a week, Monday through Friday, excluding City holidays.

- **IT (Annex Building), 105 S. Cherry Street:** performed once per week, Friday only, if City holiday falls on Friday cleaning must be completed the Thursday prior or Monday following.
- **Visitors Center (Marketing Building), 215 W. Main:** performed once per week, Friday only, if City holiday falls on Friday cleaning must be completed the Thursday prior or Monday following.
- **South Waste Water Treatment Plant, 12411 Holderrieth Boulevard (Office Building):** performed once per week, Friday only, if City holiday falls on Friday cleaning must be completed the Thursday prior or Monday following.

1. Supplies

- a. The City shall provide toilet tissue, hand soap, hand towels, and urinal mats.
- b. Contractor shall provide all cleaning supplies including trashcan liners, disinfectants and equipment.

2. Janitorial Service Contractor will be entering City buildings using a fob system in order to maintain an electronic format of entry.

- a. All employees of Contractor, including subcontractors, must pass a background check, to be completed by the City, and fingerprinting. Fingerprinting will be completed at the company's expense.

3. Contractor will submit monthly checklist to be initialed for each required activity during the month for each facility to ensure compliance with required tasks of the contract.

4. Daily General Cleaning:

- a. All carpet will be vacuumed, and spot cleaned as needed.
- b. All trash receptacles will be emptied, and trash removed to designated areas.
- c. Clean all furniture including desks, tables, chairs, file cabinets, bookshelves, and telephones.
- d. Drinking fountains will be cleaned and disinfected and all exposed metal shall be polished and kept free of foreign matter.
- e. All surfaces, including doors, walls, partition panels, ceramic tiles, etc., will be kept clean and free of spots, smudges, and foreign matter.
- f. All glass doors and glass panels including bright metal finishes and handrails will be cleaned, rubbed, and polished. Partition glass will be cleaned to remove smudges and fingerprints.
- g. Delivery areas will be regulated to maintain a clean appearance.
- h. Mats and runners will be thoroughly vacuumed and kept clean.
- i. All non-captured common area floors will be maintained by any means necessary to achieve optimum cleanliness and appearance normally associated with a first-class facility.
- j. All hard floor surfaces will be swept, damp mopped, and spray buffed as needed.

5. Daily Restroom Cleaning:

- a. All restroom fixtures, including sinks, toilet bowls and urinals will be disinfected. All toilet seats will be disinfected top and bottom. All bright metal accessories, including hardware on plumbing fixtures, partitions and dispensing accessories shall be cleaned and polished weekly.
 - b. Trash receptacles will be emptied, cleaned, disinfected, and lined.
 - c. Soap, towel, and tissue dispensers will be filled nightly.
 - d. Clean all mirrors.
 - e. Restroom walls and partitions will be kept clean and free of spots, smudges, graffiti, and foreign matter.
 - f. Restroom floors will be cleaned by mopping and rinsing with a disinfecting solution. A specific mop is to be used for this area only and item is to be identified as such.
- 6. Daily Kitchen Cleaning:**
- a. The sinks on all kitchen areas are to be cleaned daily and should be polished weekly.
 - b. Trash receptacles and lids will be emptied, cleaned, disinfected, and lined.
 - c. Kitchen counters and appliance handles are to be wiped down and sanitized.
 - d. All hard floor surfaces will be swept, mopped and spray buffed (if needed).
 - e. All surfaces included tables, doors, walls, tile, etc. will be kept clean and free of spots, smidges and foreign matter.
 - i. Microwaves, stoves, etc. are not required to be cleaned.
- 7. Monthly General Cleaning:**
- a. Windowsills and blinds dusted.
 - b. All air supply and return grills will be thoroughly cleaned and cobwebs removed from ceiling/ corner areas.
 - c. All carpet to be detailed vacuumed along baseboards, edges, furniture, under desks, etc.
 - d. Scrub and refinish all tile floors.
 - e. Wash down bathroom walls, partitions, including doors.
 - f. Urinal mats will be changed monthly in all restrooms.
- 8. Quarterly Cleaning:**
- a. Shampoo carpet using extraction method at City Hall, Public Works Administration Building, Fire Station #1, IT/Marketing and Marketing/Visitors Center.
- 9. Semi-Annual Cleaning (October & April):**
- a. Strip and wax entire hard surfaces at City Hall, Public Works Administration Buildings, Public Works Service Center, Community Center, Police Department, Fire Station #1, IT Annex and Marketing/Visitors Center.
 - b. Clean all inside windows, up to seven (7) foot.
- 10. Schedule of Extra Services and Requirements at Community Center:**
- a. When the City's Community Center has a scheduled event during the weekend, it may become necessary to schedule additional services. This service will not be included in the regular monthly contract.
 - i. A notice of two (2) weeks (14 days) will be provided to the janitorial service. A form indicating the date, day, and rooms to be used will be provided, enabling the janitorial company to plan for additional service

following the event. The janitorial service will be advised via email (if provided) or by phone.

- b. Weekend Community Center cleaning to include all items under:
 - i. Daily General Cleaning
 - ii. Restroom Cleaning

EXHIBIT B

BID NUMBER 2019-08 : JANITORIAL SERVICES - CITY OF TOMBALL

ABM Texas General

ITEM	LOCATION	Cost for Daily General Cleaning (per month)	Cost for Daily Restroom Cleaning (per month)	Cost for Daily Kitchen Cleaning (per month)	Cost for Monthly Cleaning (per month)	Cost for Quarterly Cleaning (per quarter)	Cost for Semi - Annual Cleaning (per occurrence)	Total per year for location
1	City Hall - 401 Market St.	\$11,515.01	\$1,718.66	\$859.33	\$1,718.66	\$286.44	\$85.93	\$16,184.03
2	Tomball Police Department - 400 Fannin St.	\$16,888.68	\$2,520.70	\$1,260.35	\$2,520.70	\$420.12	\$126.03	\$23,736.58
3	Public Works Admin. Building - 501 James St.	\$19,191.68	\$2,864.43	\$1,432.22	\$2,864.43	\$477.41	\$143.22	\$26,973.39
4	Public Works Service Center - 501 James St.							\$2,482.51
5	Community Center - 221 Market St.	\$8,442.43	\$1,203.06	\$601.53	\$1,203.06	\$200.51	\$60.15	\$11,710.74
6	IT(Annex Building) - 105 S. Cherry St.							\$1,324.00
7	Fire Station # 1 Administration - 1200 Rudel	\$3,343.62	\$499.05	\$249.52	\$496.50	\$83.17	\$24.95	\$4,696.81
8	Vistors Center (Marketing Building) 215 W. Main Street							\$1,117.13
9	S. Waste Water Treatment Plant - 12411 Holderrieth Blvd.							\$1,082.12

TOTAL BID PER YEAR: \$ 89,307.31

D-3 REVISED

BID NUMBER 2019-08 : JANITORIAL SERVICES - CITY OF TOMBALL

COST FOR EXTRA SERVICES: Weekends Community Center

ITEM	DESCRIPTION	Hourly Rate	Minimum Charge	Total
1	Saturday Cleaning Only	\$16.50	\$135.00	\$135.00
2	Sunday Cleaning Only	\$16.50	\$135.00	\$135.00
3	Saturday & Sunday Cleaning	\$16.50	\$135.00	\$135.00

D - 4 REVISED

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Consideration to reject all bids received for Request for Proposal (RFP) No. 2022-10 – Electrical Contractor Services and rebid the project.

Background:

In an effort to obtain the most favorable pricing, proposals were solicited for electrical contractor services for electrical service repairs and new service for City facilities.

Bid specifications and plans were available at the City Administration Building or could be electronically delivered by request. A total of eight vendors received information on the bid specifications, of which three qualifying bids were received.

Upon review of the submitted proposals, it was determined that the scoring criteria for evaluation of the submissions was not stated in the RFP packet, therefore resulting in the relative scoring criteria not being met as required by Local Government Code, Chapter 252.

Staff is requesting Council reject the submitted proposals, and rebid the project. Staff will be updating the Request for Proposal packet and will be including the scoring criteria for submissions and additional changes to the scope and bid form.

Origination: Project Management

Recommendation:

Staff recommends rejecting all proposals received for Request for Proposal No. 2022-10, Electrical Contractor Services, and rebid the project.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-157-6206

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

Signed Meagan Mageo 8/31/2022 Approved by _____
Staff Member Date City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt on first reading Ordinance No. 2022-32, an Ordinance of the City Council of the City of Tomball, Texas, Amending Chapter 30 of the Code of Ordinances, the City of Tomball “Offenses”, by Adding a New Article III, “Catalytic Converters”; Containing Findings and Other Provisions Related to the Subject; Declaring Certain Conduct to be Unlawful; Providing a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date.

Background:

The City of Tomball, like so many other communities in the United States, is experiencing a significant rise in the costly and intrusive thefts of catalytic converters. To strengthen local law enforcement’s ability to recover stolen property and bring thieves to justice, Tomball seeks to create an ordinance much like ordinances already in place in Houston and Jersey Village that makes it unlawful to purchase, sell or possess a cut catalytic converter without proper documentation on file with the Tomball Police Department. The Ordinance creates a \$500 fine for every catalytic converter in a person’s possession when the person does not have the appropriate documentation on hand or on file with the Tomball Police Department.

Origination: Tomball Police Department

Recommendation:

Review and adopt Ordinance 2022-32 which makes unlawful certain conduct related to the sale, purchase or possession of catalytic converters in the City of Tomball.

Party responsible for placing this item on agenda: Jeff Bert, Police Chief

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 Jeff Bert
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

ORDINANCE NO. 2022-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL “OFFENSES”, BY ADDING A NEW ARTICLE III, “CATALYTIC CONVERTERS”; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; DECLARING CERTAIN CONDUCT TO BE UNLAWFUL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$500.00 FOR EACH VIOLATION OF THIS ORDINANCE; 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, Section 54.004 of the Texas Local Government Code authorizes home-rule municipalities to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants;

WHEREAS, the National Insurance Crime Bureau has reported that the claims of catalytic converter thefts rose nationwide from 3,389 in 2019 to 14,433 in 2020, and more than 52,000 in 2021; and

WHEREAS, in the first eight months of 2022, the City of Tomball Police Department recorded 50 catalytic converter thefts, compared to 58 catalytic converter thefts throughout the entirety of 2021; and 10 catalytic converter thefts in 2020.

WHEREAS, catalytic converter thefts are sometimes associated with violent crimes including assaults and robberies and murder; and

WHEREAS, it is the desire of the City Council (the “Council”) to outlaw the possession of catalytic converters without appropriate documentation; and **NOW THEREFORE**;

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

SECTION 1. THAT the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. THAT the Code of Ordinances, City of Tomball, Texas is hereby amended by adding a new Article “Catalytic Converters” to Chapter 30 “Offenses”, with such Article to be numbered III, which Article reads as follows:

“ARTICLE III – CATALYTIC CONVERTERS

Sec. 30-75. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates a different meaning:

Catalytic converter means an exhaust emission control device of any vehicle, or any part or material thereof that reduces toxic gases and pollutants from internal combustion.

Sec. 30-76. - Sale or transfer of a catalytic converter.

It shall be unlawful for any person or entity to purchase or receive a catalytic converter from any person or entity, unless, in addition to any other requirements set forth in this article, the person or entity selling or transferring the catalytic converter presents verifiable documentation to the purchasing or receiving person or entity that includes:

- (1) The name, address, and phone number of the person or entity purchasing or receiving the catalytic converter; and
- (2) The name, address, and phone number of the person or entity selling or transferring the catalytic converter; and
- (3) The year, make, model, and vehicle identification number of the vehicle from which the catalytic converter was removed;
- (4) A copy of the certificate of title or other documentation indicating that the person or entity selling or transferring the catalytic converter has an ownership interest in the vehicle from which the catalytic converter was removed; and
- (5) Any other applicable information required by Chapter 1956 of the Texas Occupations Code.

Sec. 30-77. - Filing of verifiable documentation, photographs, and other information regarding the sale or transfer of a catalytic converter.

Upon the completion of the sale or transfer of a catalytic converter, the person or entity that purchased or received the catalytic converter shall:

- (1) Take a photograph of:
 - a. All sides, or if round, both halves of the catalytic converter;
 - b. the serial number of the catalytic converter; and
 - c. any applied number (such as an etched serial number, VIN, etc.) on the catalytic converter; and,
- (2) Provide to the Tomball Police Department, in a format and manner as prescribed by the Department, the verifiable documentation regarding and the

photographs of the catalytic converter required by this article, and any and all other applicable information regarding the catalytic converter required by law.

Sec. 30-78. – Possession of cut catalytic converter.

It shall be unlawful for any individual or entity to possess a catalytic converter that was cut from its original vehicle, rather than unbolted, unless the individual or entity provides the investigating officer the applicable information described in Section 30-76 (1 -5) and Section 30-77 (1) or the officer verifies that the individual or entity has filed the appropriate information with the Tomball Police Department as described in Section 30-77 (2).

Sec. 30-79. - Penalty.

Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Article shall be guilty of an offense. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.”

SECTION 3. THAT, in the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent or ordinances 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 Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 4. THAT, the Council hereby directs the City Secretary to publish the caption of the Ordinance as required under and according to State law.

SECTION 5. THAT, this Ordinance shall be in full force and effect upon the date of its passage by the Council and publication of the caption as required by State law.

FIRST READING:

READ, PASSED, APPROVED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 19TH DAY OF SEPTEMBER 2022.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF OCTOBER 2022.

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

LORI KLEIN QUINN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Consideration to Approve Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas

Adopt, on First Reading, Ordinance No. 2022-20, 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 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, 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:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: Maple Group, LTD represented by Cross Engineering

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Nathan Dietrich, 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. 2022-20

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 25.87 ACRES OF LAND BEING ALL OF RESERVE "A" IN MAPLE GROUP SUBDIVISION FROM THE PLANNED DEVELOPMENT DISTRICT #8 (PD-8) TO THE COMMERCIAL (C) DISTRICT, BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HOLDERRIETH ROAD AND STATE HIGHWAY 249 FRONTAGE ROAD; 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, Maple Group LTD, has requested that approximately 25.87 acres of land legally described as being Reserve "A" in Maple Group Subdivision, located at the northeast corner of the intersection of Holderrieth Road and the State Highway 249 frontage road, 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 two 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 of the Commercial District; and

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

Whereas, the City Council deems it appropriate to grant the requested 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 zoning classification of the Property is hereby changed from the Planned Development District #8 to the Commercial 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 Commercial District, 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 to the

Commercial District as described above.

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19th DAY OF SEPTEMBER 2022.

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 THE 3RD DAY OF OCTOBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

EXHIBIT "A"



Location: Reserve "A" of Maple Group Subdivision

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 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 P22-213: Request from Yuna Holdings, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 1.44 acres of land legally described as being Lot 1, Block 1 of JTS Subdivision from General Retail (GR) to the Commercial (C) District. The property is located at the southwest corner of the intersection of Medical Complex Drive and the State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

Zoning Case P22-222: Request from DeLisa Kik to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 0.40 acres of land legally described as being all of Lots 11, 12 and the north ½ of Lot 10 in Block 2 of Main Street Tomball from Single Family Residential (SF-6) to Old Town & Mixed Use (OT&MU). The property is located 201 Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

Zoning Case P22-226: Request from Maple Group, LTD represented by Cross Engineering to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C). The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, 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 Public Works 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.

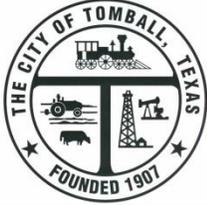
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** 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.



Notice of Public Hearing

YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P22-226

APPLICANT/OWNER: Maple Group, LTD
represented by Cross Engineering

LOCATION: The property is generally located at the northeast corner of the intersection of Holderrieth Road and State Highway 249 frontage road, within the City of Tomball, Harris County, Texas.

PROPOSAL: A Rezoning to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance by rezoning approximately 25.87 acres of land legally described as Reserve "A" in Maple Group Subdivision, from Planned Development District 8 (PD-8) to Commercial (C).

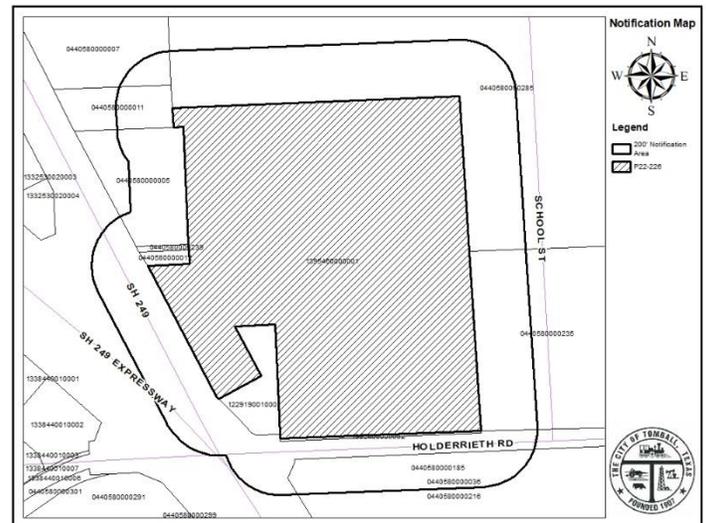
CONTACT: Jared Smith, City Planner

PHONE: (281) 290-1491

E-MAIL: jasmith@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



**Planning & Zoning Commission
Public Hearing:
Monday, August 8, 2022 @ 6:00 PM**

**City Council Public Hearing:
*Monday, August 15, 2022 @ 6:00 PM**

**The Public Hearings will be held in the
City Council Chambers, City Hall
401 Market Street, Tomball, Texas**

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Attn: Jared Smith
501 James Street
Tomball, TX 77375

Name: Stuart A. Rathe

(please print)

Address: 917 Franklin St., Ste. 550
Houston, Tx 77002

Signature: *Stuart A. Rathe*

Date: July 27, 2022

X

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-226. (Please state reasons below)**

 I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P22-226. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:
Monday, August 8, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:
Monday, August 15, 2022 @ 6:00 PM
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to jasmith@tomballtx.gov.
Please reference the case number in the subject line.
For questions regarding this request please call Jared Smith @ 281-290-1491.



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Rezoning Case: P22-226
Property Owner(s): Maple Group, LTD
Applicant(s): Cross Engineering
Legal Description: Reserve "A", in Maple Group
Location: Northeast corner of the intersection of Holderrieth Road and the State Highway 249 frontage road. (Exhibit "A")
Area: 25.87 acres
Comp Plan Designation: Corridor Commercial (Exhibit "B")
Present Zoning and Use: Planned Development (PD# 8) (Exhibit "C") / Vacant (Exhibit "D")
Request: Rezone to the Commercial District
Adjacent Zoning & Land Uses:
North: Planned Development (PD #14)/Single-Family Residential Subdivision
South: N/A (ETJ)/Vacant Land
West: Commercial (C) & Planned Development (PD #8)/Retail, Office, and Martial Arts
East: Commercial (C) & Planned Development (PD #14)/Single-Family Residential Subdivision & Vacant Land

BACKGROUND

The subject property has been within the city limits since 1960 (Ordinance#1960-01) and has remained vacant since that time. The property was rezoned from Commercial to Planned Development District #8 in 2014 (Ordinance #2014-39). This planned development was intended to promote a mixed-use development that would include multi-family apartments along with commercial land uses along the State Highway 249 frontage road and Holderrieth Road. Although this planned development was adopted by ordinance the site has remained undeveloped. The applicant is requesting to rezone the property back to its original Commercial zoning classification to allow the construction of a large retail store on the subject property.

ANALYSIS

The subject property is approximately 25.87 acres, located at the northeast corner of the intersection of Holderrieth Road and State Highway 249. Property north and northeast of the subject site is located within Planned Development District #14. In June of 2022, the City of Tomball Planning & Zoning Commission approved the Final Plat of Wood Leaf Reserve, Section 2, a subdivision comprised of single-family detached homes within this segment of Planned Development #14. East of the subject property is vacant land that is within a Commercial zoning district. West of the subject site are properties that are located within Commercial zoning and are occupied by retail and office land uses. Southeast of the site is a property that is within Planned Development #8, which is occupied by buildings that predate this Planned Development; the site is occupied by a martial arts facility. South of the subject property on the south side of Holderrieth Road is vacant land that is outside the limits of the City of Tomball.

Comprehensive Plan Recommendation:

The Future Land Use Map within the Comprehensive Plan designates the subject property as “Corridor Commercial.” According to the Comprehensive Plan, this Corridor Commercial land use category is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. This land use category typically is comprised of varying lot sizes and intensities predominately serving the automobile. While these areas will likely always be auto-oriented, there is opportunity to improve bicycle/pedestrian accommodations.

The Comprehensive Plan identifies regional commercial, personal service offices, multi-family, retail, entertainment, dining, hotels, and brew pub/distilleries to be appropriate land uses within the Corridor Commercial land use.

According to the Comprehensive Plan, Office, General Retail, Commercial, Mixed Use, Multi-Family, and Planned Developments are considered appropriate zoning districts within the Corridor Commercial land use category.

In making decisions regarding the neighborhood commercial land use category the following items should be considered: “Development should gain primary access from an arterial street. Pedestrian enhancements should be a focus with comfort and safety taking priority. New development should include improved standards for building form and architecture, buffering, landscaping, and signage.”

Staff Review Comments:

The request to rezone the subject property to Commercial is in accordance with the Corridor Commercial land use identified on the Future Land Use Map. According to the Comprehensive Plan this land use category is intended for nonresidential uses along high-traffic, regionally serving thoroughfares. Further, the City of Tomball Code of Ordinance states that convenient access to major thoroughfares is a primary consideration for Commercial zoning districts. The subject site is located at the intersection of Medical Complex Drive (minor arterial) and State Highway 249 (expressway). Commercial land uses are often located at intersections such as this because they provide convenient access and exposure to higher volumes of traffic. Lastly, this change in zoning may promote the Comprehensive Plans goal of promoting development that creates complimentary relationships between differing land uses. According to the Comprehensive Plan, locating commercial services within and near existing and proposed neighborhoods has the potential to be mutually beneficial.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on July 25, 2022. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

STAFF RECOMMENDATION:

Based on the findings outlined in the analysis section of this staff report, the City staff recommends approval of Zoning Case P22-226.

P&Z RECOMMENDATION:

Approval (4 Vote Aye, 0 Vote Nay)

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photo
- E. Zoning District Permitted Use Comparison Chart
- F. Planned Development District #8 Ordinance
- G. Rezoning Application

Exhibit "A" Aerial Location Map

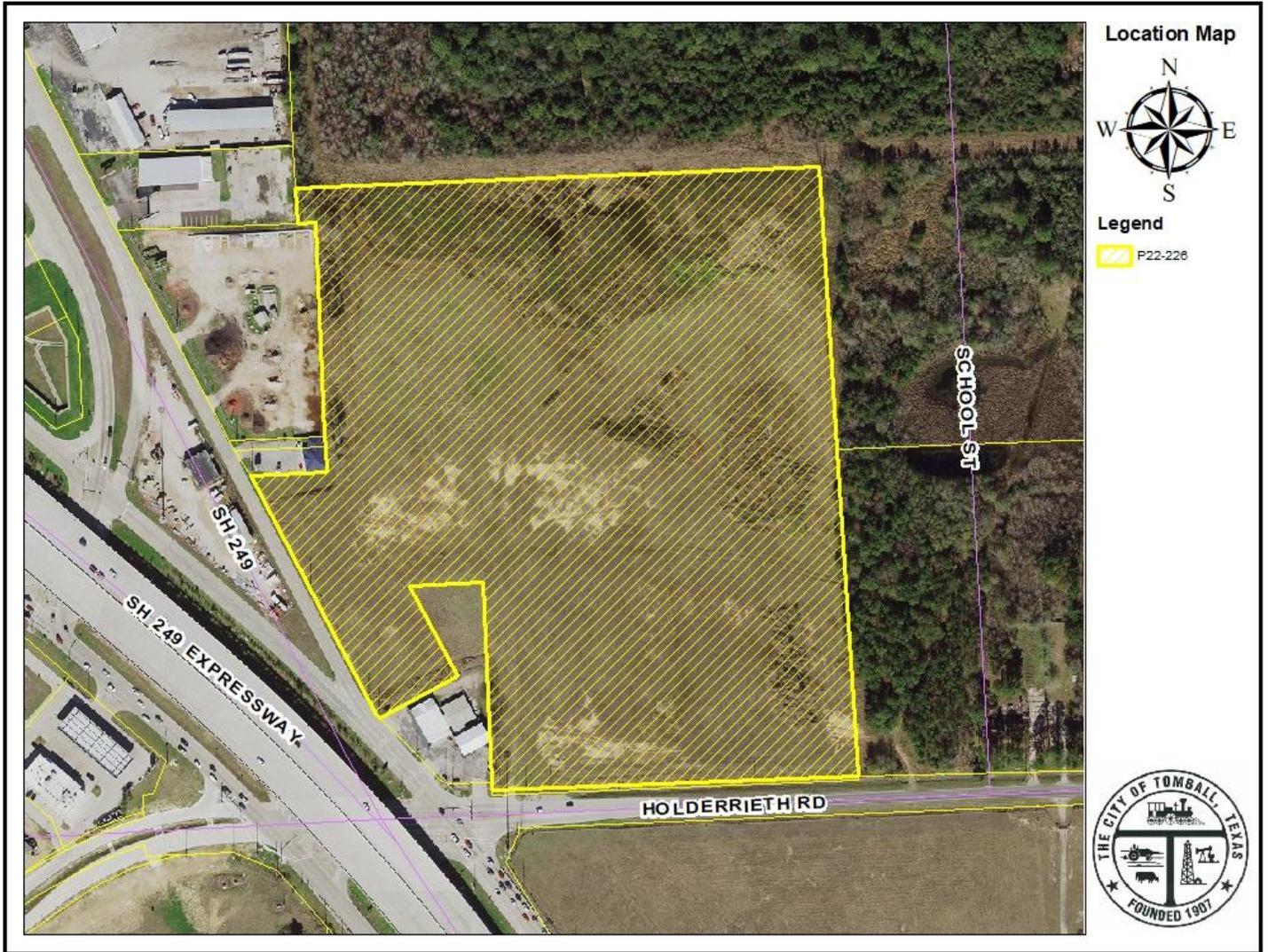


Exhibit "B"
Future Land Use Plan Map

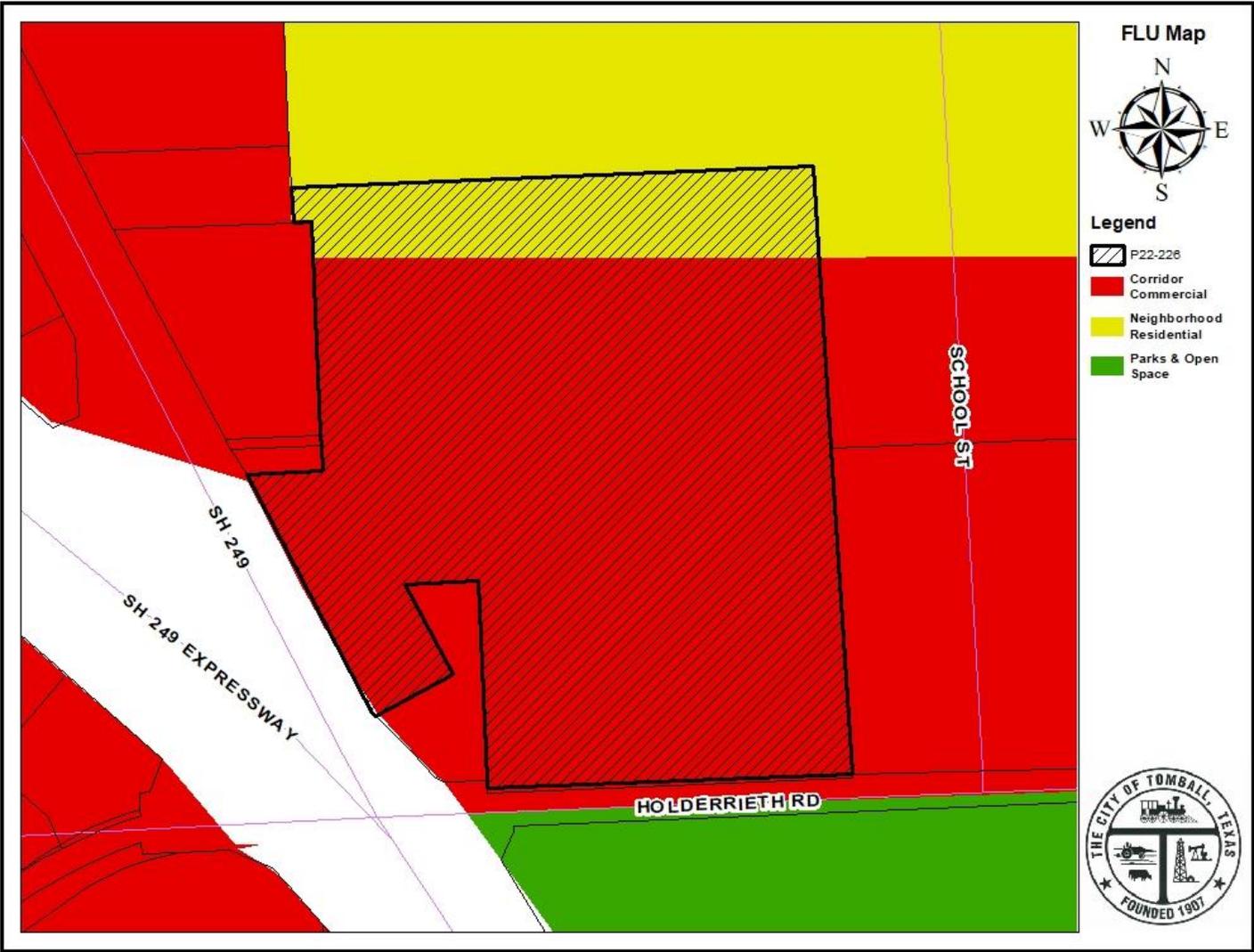


Exhibit "C" Zoning Map

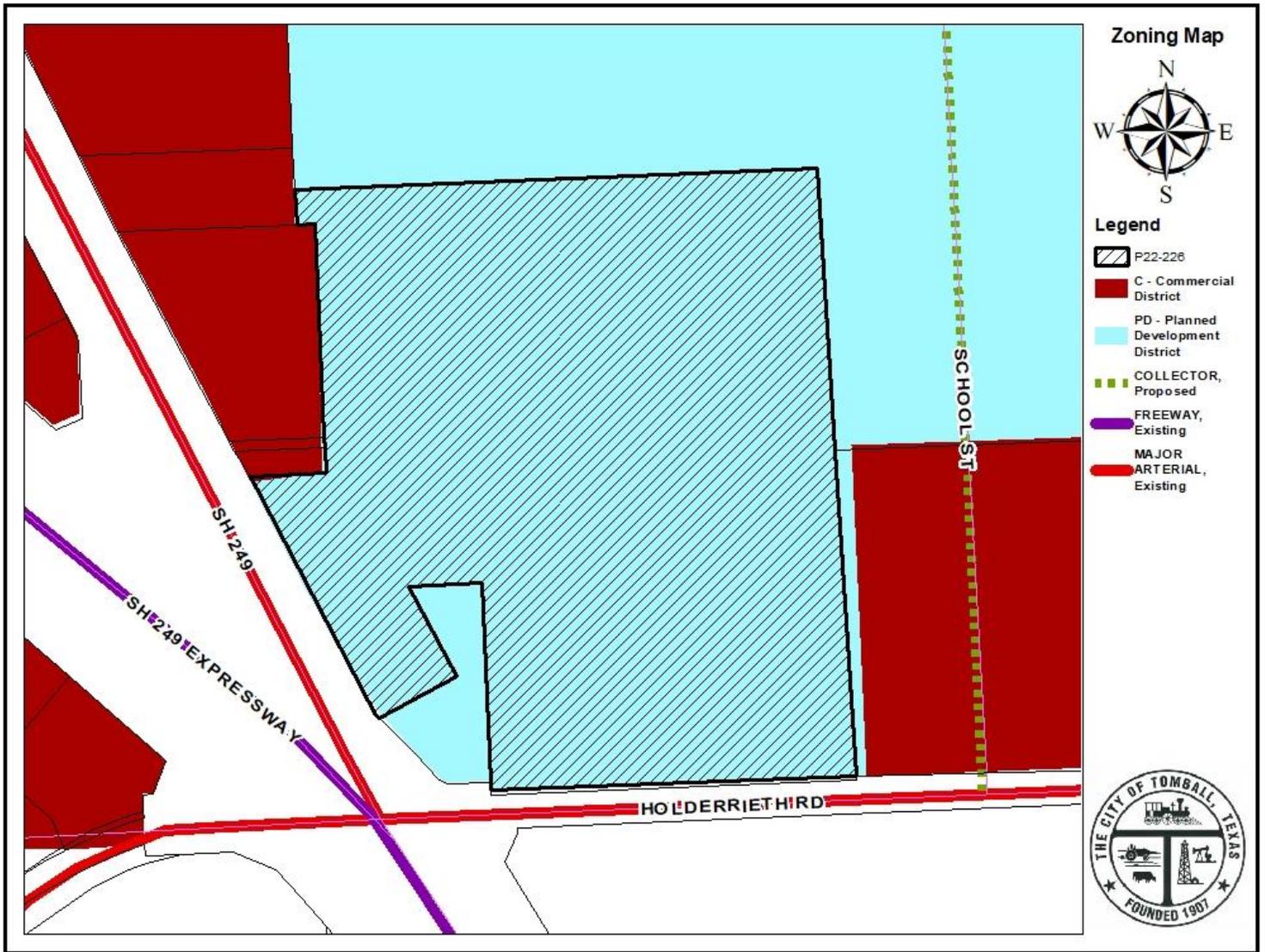


Exhibit "D"
Site Photo(s)



**Exhibit “E”
Zoning District Permitted Use Comparison Chart**

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Agriculture			
Bulk Grain and/or feed storage		C	1 space per 1,000 square feet
Farm (ranch, garden, crops, livestock, or orchard) ‡	P	P	None
Feed and grain store/farm supply store ‡	C	P	1 space per 500 square feet
Flour and other grain mills			1 space per 1,000 square feet
Livestock, wholesale/auction			None
Livestock sales/auction			None
Stable, commercial			1 space per 1,000 square feet
Stables (private, principal or accessory use) ‡			None
Residential			
Accessory building/structure (business or industry) ‡	P	P	None
Accessory building/structure (residential) ‡			None
Accessory dwelling			None
Garage/accessory dwelling ‡			None
Caretaker's, guard's residence ‡	P	P	1 space per caretaker/guard
Dwelling, four-family (quadrplex) (defined under Multiple-family dwelling) ‡			2 spaces per dwelling
Dwelling, HUD code-manufactured home ‡			2 spaces per dwelling
Dwelling, industrialized home ‡			2 spaces per dwelling
Dwelling, multiple-family ‡			2 spaces per dwelling
Dwelling, single-family attached ‡			2 spaces per dwelling
Dwelling—Single-family detached ‡			2 spaces per dwelling
Dwelling, two-family, duplex or duplex townhome ‡			2 spaces per dwelling
Dwelling, zero-lot line/patio home ‡			2 spaces per dwelling
Home occupation ‡	P	P	None
Residential use ‡	C	C	2 spaces per dwelling
Private street subdivision	C	C	None
Office			
Clinic, emergency care	P	P	1 space per 150 square feet
Clinic, medical and/or dental	P	P	1 space per 300 square feet
Credit agency	P	P	1 space per 300 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Bank, savings and loan, or credit union (no motor bank services)	P	P	1 space per 300 square feet
Bank, savings and loan, or credit union (with motor bank services)	P	P	1 space per 300 square feet
Office, professional and general business ‡	P	P	1 space per 300 square feet
Office, parole-probation	P	P	1 space per 300 square feet
Office showroom/warehouse ‡	C	P	1 space per 300 square feet
Security monitoring company (no outside storage)	P	P	1 space per 300 square feet
Telemarketing agency	C	C	1 space per 250 square feet
Telephone exchange/switching station ‡	P	P	1 space per 500 square feet
Temporary real estate field office	P	P	4 spaces
Model home (including sales office)	P	C	2 spaces per model
Personal and Business			
Ambulance service	C	P	1 space per 500 square feet
Automobile driving school (including defensive driving)	P	P	1 space per classroom seat
Barber/beauty shop (no related school/college)	P	P	1 space per 200 square feet
Bed and breakfast inn ‡	P	P	2 spaces plus one per guest room
Check cashing service	C	C	1 space per 100 square feet
Dance hall/dancing facility ‡	C	C	1 space per 100 square feet
Dance/drama/music schools (performing arts, martial arts)	P	P	1 space per 100 square feet
Fortunetelling and similar activities ‡			1 space per 300 square feet
Funeral home ‡	C	P	See Section 50-112
Greenhouse (non-retail/hobby)			None
Health club (indoor)	P	P	1 space per 300 square feet
Health club (outdoor)	P	P	1 space per 300 square feet
Hotel‡	P	P	See Section 50-112
Motel‡		C	See Section 50-112
Laundromat/washateria/self-service ‡	P	P	1 space per 200 square feet
Laundry/dry cleaning (retail only, drop off/pick up) ‡	P	P	1 space per 200 square feet
Loan service (payday/auto title)	C	C	1 space per 100 square feet
Mailing service (private)	P	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Pharmacy (retail only)	P	P	1 space per 200 square feet
Reception venue	P	P	1 space: 4 seats
Recreational vehicle park			
Rehabilitation care facility (halfway house) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Rehabilitation care institution (business) ‡	P	P	Greater of 1 per three beds or 1.5 spaces per dwelling
Seamstress, dressmaker or tailor (retail only)	P	P	1 space per 200 square feet
Sexually oriented business			
Tattoo or body piercing studio ‡		C	1 space per 200 square feet
Wedding chapel	P	P	1 space per four seats
Retail			
Antique shop (no outside sales or storage) ‡	P	P	1 space per 500 square feet
Antique shop (with outside storage)	C	P	1 space per 500 square feet
Apparel shop	P	P	1 space per 200 square feet
Art gallery/museum/dealer ‡	P	P	1 space per 500 square feet
Artist or photography studio	P	P	1 space per 500 square feet
Bakery, retail (eating establishment, no drive-through) ‡	P	P	1 space per 200 square feet
Bakery, retail (with drive-through)	P	P	1 space per 200 square feet
Bakery (wholesale) ‡		P	1 space per 500 square feet
Bird and pet shops (retail only)	P	P	1 space per 200 square feet
Book/stationery shop (retail only) ‡	P	P	1 space per 200 square feet
Brewpub	P	P	1 space per 1,000 square feet for the brewing of beer, ale, etc. plus 1 space per 100 square feet for associated eating or drinking establishments.
Building material sales/lumber yard ‡	C	P	1 space per 1,000 square feet
Carpenter shop	C	P	1 space per 500 square feet
Catering service	P	P	1 space per 500 square feet
Consignment shop	C	P	1 space per 300 square feet
Convenience store (with or without gasoline sales) ‡	P	P	See Section 50-112

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Copy shop ‡	P	P	1 space per 200 square feet
Drinking establishment	P	P	
Drug store (retail only)	P	P	1 space per 200 square feet
Eating establishment (with drive-in service) ‡	C	P	Whichever is greater: 1 per 100 square feet; 1 per 3 seats based on max seating capacity or; 1 per 12 spaces
Eating establishment (with no drive-through service) ‡	P	P	
Eating establishment (with drive-through service) ‡	C	P	
Electronic goods (retail only)	P	P	1 space per 200 square feet
Florist shop (retail only) ‡	P	P	1 space per 200 square feet
Food or grocery store	P	P	1 space per 500 square feet
Furniture and appliance store (retail only) ‡	P	P	1 space per 500 square feet
Furniture store (new and used) ‡	P	P	1 space per 200 square feet
General retail stores (no outside storage)	P	P	1 space per 200 square feet
Gift or card shop (retail only)	P	P	1 space per 200 square feet
Hardware store	P	P	1 space per 400 square feet
Hobby and crafts store (retail only)	P	P	1 space per 200 square feet
Home improvement center	P	P	1 space per 400 square feet plus one per 1,000 square feet of warehouse area
Jewelry store	P	P	1 space per 200 square feet
Market, open air, flea		C	1 space per 200 square feet
Meat and fish market (retail only)	P	P	1 space per 200 square feet
Mobile Food Court ‡	C	C	Whichever is greater: 1 per 100 square feet of seating area or 2 per mobile food vendor
Motion picture studios, commercial films	C	P	1 space per 300 square feet
Motion picture theater (indoors)	P	P	See Section 50-112
Nursery ‡	P	P	1 space per 1,000 square feet of sales area
Garden shop ‡	P	P	1 space per 200 square feet
Painting and refinishing shop	C	P	1 space per 500 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Piano and musical instruments (retail only)	P	P	1 space per 200 square feet
Shoe repair shop (retail only)	P	P	1 space per 200 square feet
Sign shop (small scale, such as a storefront; includes sign and banner making for retail sale only; no outside storage)	P	P	1 space per 300 square feet
Stone monuments and gravestones, engraving and retail sales only	C	P	1 space per 500 square feet
Trophy engraving	P	P	1 space per 300 square feet
Upholstery shop (nonauto)	P	P	1 space per 200 square feet
Used merchandise	P	P	1 space per 200 square feet
Video rental/sales	P	P	1 space per 200 square feet
Transportation and Auto Services			
Airport or landing field ‡			1 space per 500 square feet
All-terrain vehicle (go-carts) dealer/sales (w/outdoor sales, storage, and display)	P	P	1 space per 300 square feet
All-terrain vehicle (go-carts) dealer/sales (w/no outdoor sales, storage, and display)	P	P	1 space per 300 square feet
Auto accessories (retail sales only)	P	P	1 space per 200 square feet
Auto body repair/painting	C	P	1 space per 200 square feet
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/outdoor sales, storage, and display) ‡	P	P	See Section 50-112
Auto dealer (new, auto servicing and used auto sales as accessory uses only, w/no outdoor sales, storage, and display)	P	P	See Section 50-112
Auto dealer, primarily used auto sales w/outdoor sales, storage, and display ‡	C	P	See Section 50-112
Auto dealer, primarily used auto sales w/no outdoor sales, storage, and display	C	P	See Section 50-112
Auto glass repair/tinting	P	P	1 space per 200 square feet
Auto interior shop/upholstery	C	P	1 space per 200 square feet
Auto muffler shop	C	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Auto paint shop	C	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; no outside storage, no outside display, no repair)	P	P	1 space per 200 square feet
Auto parts sale (new or rebuilt; with outside storage or display)	C	P	1 space per 200 square feet
Auto rental	P	P	1 space per 200 square feet
Auto repair (major) ‡	C	P	1 space per 200 square feet
Auto repair (minor) ‡	P	P	1 space per 200 square feet
Auto storage or auto auction ‡		C	1 space per 1,000 square feet
Auto tire sales (indoor)	P	P	1 space per 200 square feet
Auto wrecker service		P	1 space per 200 square feet
Automobile assembly			1 space per 1,000 square feet
Automobile parts manufacturing		C	1 space per 1,000 square feet
Automobile wash (full service/detail shop) ‡	P	P	3 spaces per washing capacity of module
Automobile wash (self-service) ‡	C	P	3 spaces per washing capacity of module
Bike sales and/or repair	P	C	1 space per 500 square feet
Bus or truck storage		P	1 space per 1,000 square feet
Gasoline station	P	P	See Section 50-112
Motor freight transportation, storage, and terminal		P	See Section 50-112
Motorcycle sales/dealer w/outdoor sales, storage, and display ‡	P	P	See Section 50-112
Motorcycle sales/dealer w/no outdoor sales, storage, and display	P	P	See Section 50-112
Parking lot or garage for passenger cars and trucks of less than one-ton capacity ‡	P	P	None
Personal watercraft sales (new/repair) w/outdoor sales, storage, and display	P	P	See Section 50-112
Personal watercraft sales (new/repair) w/no outdoor sales, storage, and display	P	P	See Section 50-112
Railroad team tracks, unloading docks, and spurs		P	None
Railroad yards, round house or shop		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Taxi/limousine service	C	P	1 space per 1.5 automobiles in service
Tire sales (indoors, no outside storage) ‡		P	1 space per 1,000 square feet
Tire sales (outdoors, with outside storage) ‡		C	1 space per 1,000 square feet
Transfer station (refuse/pick-up) ‡		C	1 space per 500 square feet
Transit terminal ‡		P	See Section 50-112
Truck and bus leasing ‡		P	1 space per 1,000 square feet
Truck sales and services (heavy trucks) ‡		P	1 space per 1,000 square feet
Truck stop ‡		C	1 space per 1,000 square feet
Truck terminal ‡		P	See Section 50-112
Amusement and Recreation			
Amusement, commercial (indoor) ‡	C	P	1 space per 100 square feet
Amusement, commercial (outdoor) ‡	C	P	10 spaces plus 1 per 500 square feet over 5,000 square feet of building and recreation area
Amusement, commercial, temporary, (e.g., carnival, haunted house). (Note: Allowed by building official for up to 10 days) ‡		C	Determined by P & Z
Amusement devices/arcade (4 or more devices, indoors only) ‡	C	P	1 space per game table plus one per amusement device
Billiard/pool Facility (4 or more tables)	C	P	1 space per 200 square feet
Bingo facility	C	P	1 space per 200 square feet
Bowling alley (air conditioned and soundproofed)	P	P	4 spaces per lane
Dinner theatre	P	P	1 space per three seats or bench seating space
Drive-in theater		C	1 space per speaker
Golf driving range	C	P	See Section 50-112
Golf course (private) ‡	C	C	6 spaces per hole
Golf course (publicly owned) ‡	P	P	6 spaces per hole
Playfield or stadium (private)	C	P	1 space per three seats
Recreational vehicle park/campground ‡		C	1.5 per RV pad
Skating rink	P	P	1 space per 200 square feet, plus 1 per 3 seats based on max capacity
Swimming pool, private (use by membership) ‡	P	P	1 space for each 100 square feet of gross water surface and deck area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Swimming pool, commercial ‡	P	P	1 space per 100 square feet of gross water surface and deck area
Tennis court (private/not lighted)	P	P	2 spaces per court
Tennis court (private/lighted)	C	C	2 spaces per court
Institutional/Governmental			
Adult day care (business)			
Antenna (commercial)			
Antenna (noncommercial)			
Armed services recruiting center	P	P	1 space per 300 square feet
Assisted living facility (continuing care retirement community) ‡	P	P	1.5 spaces per dwelling unit plus any additional space for accessory uses
Auction house	C	P	1 space per 100 square feet
Broadcast station (with tower)			
Broadcast towers (commercial)			
Cellular communications tower/PCS			
Cemetery and/or mausoleum ‡	C	C	1 space per 5,000 square feet of land
Child day care center (business) ‡	P	P	1 space per three children
Church/temple/place of worship ‡	P	P	1 space per four seats in sanctuary
Civic center (municipal) ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Civic club	P	P	See Section 50-112
Community center (public)	P	P	See Section 50-112
Community home ‡			1 space per 300 square feet
Community or social buildings ‡	P	P	1 space per 300 square feet
Country club (private) ‡	C	C	10 spaces plus 1 per 300 square feet above 2,000 square feet
Earth satellite dish (private, less than 3 feet in diameter)			
Electric power plant		C	1 space per 1,000 square feet
Electrical substation ‡	C	C	1 space per 1,000 square feet
Exhibition hall ‡	C	P	1 space per 100 square feet
Fair ground or rodeo ‡		C	1 space per 1,000 square feet of land area
Family home (child care in place of residence) ‡	P	P	1 space per 10 children plus 1 space per teacher

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Fraternal organization ‡	P	P	10 spaces plus 1 per 300 square feet above 2,000 square feet
Fraternity or sorority house ‡	C	C	2 spaces per bedroom
Governmental building or use (county, state or federal) ‡	P	P	1 space per 300 square feet
Heliport ‡	C	C	3 spaces
Helistop	C	C	3 spaces
Hospital ‡	P	P	1 space per bed
Household care facility ‡			1 space per 6 clients
Household care institution	P	P	1 space per 6 clients
Institution for alcoholic, narcotic, or psychiatric patients ‡	C	C	1 space per 200 square feet
Institution of religious, educational or philanthropic nature	P	P	1 space per 200 square feet
Municipal facility or use ‡	P	P	1 space per 300 square feet
Museum	P	P	See Section 50-112
Park and/or playground (private) ‡	P	P	
Park and/or playground (public, municipal) ‡	P	P	
Penal or correctional institutions		P	1 space per 500 square feet
Post office (governmental)	P	P	10 plus 1 per 200 square feet
Non-city public assembly (auditorium, gymnasium, stadiums, meeting halls, etc.)	P	P	1 space per 4 seats
Radio, television and communications towers			
Rectory/parsonage	P	P	5 spaces, plus 1 per bedroom
Retirement housing for the elderly ‡			
Riding academy	C	C	1 space per five stalls
Sanitary landfill (private)			1 space per ten acres
School, business (e.g., barber/beauty/cosmetology)	P	P	1 space per three students, based on design
School, college or university	P	P	10 per classroom plus 2 per office
School, commercial trade (vocational) ‡	P	P	1 space per student
School, public or denominational ‡	P	P	See Section 50-112
School, other than public or denominational ‡	P	P	
Sheltered care facility ‡	C	C	1 space per three beds or 1.5 per dwelling
Sign, all types (defined within the referenced section) ‡			

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Skilled nursing facility ‡	C	P	See Section 50-112
Studio for radio and/or television (no towers) ‡	P	P	1 space per 200 square feet
Commercial and Wholesale Trade			
Animal kennel (outdoor pens)		C	1 space per 500 square feet
Appliance repair	P	P	1 space per 500 square feet
Book binding		P	1 space per 500 square feet
Carpet and rug cleaning plant	C	P	1 space per 1,000 square feet
Cattle, swine, or poultry feedlot (CAFO)			1 space per 5,000 square feet of land
Cleaning plant (commercial laundry) ‡	C	P	1 space per 1,000 square feet
Communication equipment sales/service (installation and/or repair, no outdoor sales or storage or towers/antennae)	P	P	1 space per 1,000 square feet
Construction contractor with storage yard		P	1 space per 1,000 square feet of land
Contractor's office/sales, no outside storage including vehicles	P	P	1 space per 1,000 square feet of land
Contractor's temporary on-site construction office (only with permit from building official)	P	P	None
Distribution center ‡		P	1 space per 1,000 square feet
Electric repair, (domestic equipment and autos)	P	P	1 space per 1,000 square feet
Electronic assembly		P	1 space per 1,000 square feet
Electro-plating/electro-typing		P	1 space per 1,000 square feet
Exterminator service/company (no outdoor sales or storage)	P	P	1 space per 300 square feet
Fix-it shops, small engine, saw filing, mower sharpening	C	P	1 space per 500 square feet
Fur/hide tanning and finishing			1 space per 1,000 square feet
Heating and air conditioning sales/services	C	P	1 space per 1,000 square feet
Iron works (ornamental)		C	1 space per 1,000 square feet
Lawnmower repair and/or sales	C	P	1 space per 500 square feet
Loading or storage tracks		P	None
Locksmith	P	P	1 space per 500 square feet
Machine shop		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Maintenance and repair service for buildings/janitorial	C	P	1 space per 500 square feet
Manufactured home display or sales (new or used) ‡		C	1 space per 1,000 square feet
Mattress, making and renovating		P	1 space per 1,000 square feet
Milk depot, wholesale		P	1 space per 1,000 square feet
Mini-warehouse/self storage ‡	C	P	See Section 50-112
Mortuary	C	P	See Section 50-112
Moving and storage company		P	1 space per 1,000 square feet
News printing		P	1 space per 1,000 square feet
Outdoor sales as a primary use ‡	C	P	1 space per 5,000 square feet of land area
Pawn shop ‡		P	1 space per 200 square feet
Pet and animal grooming shop (no outside kennels) ‡	P	P	1 space per 200 square feet
Plumbing shop	C	P	1 space per 200 square feet
Printing equipment, supplies and repairs	C	P	1 space per 500 square feet
Propane sales filling (retail)	C	P	1 space per 200 square feet
Publishing and printing company	C	P	1 space per 500 square feet
Quick lube/oil change/minor inspection	P	P	1 space per 200 square feet
Salvage storage yard ‡			5 per acre
Scientific and industrial research laboratories (hazardous) ‡		C	1 space per 300 square feet
Scientific and industrial research laboratories (nonhazardous) ‡	C	P	1 space per 300 square feet
Scrap metal storage yard			5 space per acre
Security systems installation company	C	P	1 space per 300 square feet
Sheet metal shop		P	1 space per 1,000 square feet
Storage of cement, sands and gravel		C	1 space per 5,000 square feet of storage area
Storage of used lumber and building materials		C	1 space per 5,000 square feet of storage area
Taxicab storage and repair		P	1 space per 500 square feet
Taxidermist	C	P	1 space per 500 square feet
Tool and machinery rental (indoor storage only) ‡	P	P	1 space per 200 square feet
Tool and machinery rental (with outdoor storage) ‡	C	P	1 space per 200 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Vacuum cleaner sales and repair ‡	P	P	1 space per 200 square feet
Veterinarian clinic (indoor kennels) ‡	P	P	1 space per 500 square feet
Veterinarian clinic (outdoor kennels or pens) ‡		C	1 space per 500 square feet
Warehouse (defined under storage or wholesale warehouse) ‡	C	P	1 space per 1,000 square feet
Welding shop	C	P	1 space per 1,000 square feet
Wholesale trade, nondurable goods	C	P	1 space per 1,000 square feet
Woodworking shops	C	P	1 space per 1,000 square feet
Wrecking materials yard ‡			1 space per 1,000 square feet
Light and Heavy Manufacturing/Industrial			
Acid manufacture			1 space per 1,000 square feet
Adhesives and sealants manufacture		C	1 space per 1,000 square feet
Aircraft parts manufacture			1 space per 1,000 square feet
Airplane repair and manufacturing			1 space per 1,000 square feet
Animal processing and slaughter		C	1 space per 1,000 square feet
Any manufacture or industrial process not listed and not prohibited by law		C	1 space per 1,000 square feet
Artificial flower manufacture	C	P	1 space per 1,000 square feet
Asphalt paving and roofing material manufacture			1 space per 1,000 square feet
Awning manufacture, cloth, metal and wood		P	1 space per 1,000 square feet
Bag manufacturing		P	1 space per 1,000 square feet
Battery manufacture			1 space per 1,000 square feet
Bleaching/chorine powder manufacture			2 spaces per 1,000 square feet
Boiler manufacture and repair			1 space per 1,000 square feet
Bottling works		P	1 space per 1,000 square feet
Broom manufacture		P	1 space per 1,000 square feet
Candy and other confectionary products manufacture	C	P	1 space per 1,000 square feet
Canning and preserving factory		C	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Canvas and related products manufacture		P	1 space per 1,000 square feet
Casein manufacture			1 space per 1,000 square feet
Celluloid and similar cellulose manufacture			1 space per 1,000 square feet
Cement manufacture			1 space per 1,000 square feet
Ceramic products manufacture	C	P	1 space per 500 square feet
Chalk manufacture			1 space per 1,000 square feet
Chemicals (agricultural) manufacture			1 space per 1,000 square feet
Chemicals (industrial) manufacture			1 space per 1,000 square feet
Clothing manufacture		P	1 space per 500 square feet
Coffee roasting		C	
Coffin manufacture		C	1 space per 1,000 square feet
Cold storage plants/locker		P	1 space per 1,000 square feet
Concrete or asphalt mixing/batching plant (permanent) ‡			1 space per 5,000 square feet of land
Concrete or asphalt mixing/batching plant (temporary) ‡	C	P	1 space per 5,000 square feet of land
Crematory			1 space per 1,000 square feet
Culvert manufacture			1 space per 1,000 square feet
Cutlery, handtools and general hardware manufacture		C	1 space per 1,000 square feet
Dairy products manufacture		C	1 space per 1,000 square feet
Distillation of liquors, spirits, etc. (brewery)			1 space per 1,000 square feet
Dye manufacture			1 space per 1,000 square feet
Dyeing plant		C	1 space per 1,000 square feet
Electric lamp manufacture		C	1 space per 1,000 square feet
Elevator manufacture			1 space per 1,000 square feet
Enameling and painting		C	1 space per 1,000 square feet
Engraving plant		P	1 space per 1,000 square feet
Envelope manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Farm/garden machinery and equipment manufacture		C	1 space per 1,000 square feet
Fats and oils (animal) manufacture			1 space per 1,000 square feet
Feed manufacture		C	1 space per 500 square feet
Felt manufacture			1 space per 1,000 square feet
Food processing ‡		C	1 space per 1,000 square feet
Footwear manufacture		C	1 space per 500 square feet
Foundry, all types			1 space per 1,000 square feet
Furnace manufacture			1 space per 1,000 square feet
Fixtures manufacture		C	1 space per 1,000 square feet
Furniture manufacture		C	1 space per 1,000 square feet
Gases (industrial) manufacture			1 space per 1,000 square feet
Glucose manufacture			1 space per 1,000 square feet
Hair products factory (other than human)			1 space per 1,000 square feet
Heavy machinery sales and storage ‡		C	1 space per 1,000 square feet
Ice cream/ice manufacture		P	1 space per 1,000 square feet
Kerosene manufacture or storage			1 space per 1,000 square feet
Laboratory equipment manufacturing ‡			1 space per 1,000 square feet
Leather products manufacture		C	1 space per 1,000 square feet
Lumber mill/yard			1 space per 1,000 square feet
Machinery manufacture		C	1 space per 1,000 square feet
Marble working and finishing		C	1 space per 1,000 square feet
Meat packing plant			1 space per 1,000 square feet
Metal cans and shipping containers manufacture		C	1 space per 1,000 square feet
Metal products, stamping and manufacture		C	1 space per 1,000 square feet
Mirror resilvering		C	1 space per 200 square feet
Office equipment manufacture		P	1 space per 1,000 square feet

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Oil compounding and barreling			1 space per 1,000 square feet
Oilcloth manufacture			1 space per 1,000 square feet
Orthopedic, prosthetic, surgical appliances and supplies manufacture		P	1 space per 1,000 square feet
Paint manufacture and/or mixing		C	1 space per 1,000 square feet
Paper and paper pulp manufacture			1 space per 1,000 square feet
Paper products and paper box manufacture		P	1 space per 1,000 square feet
Pecan processing		C	1 space per 1,000 square feet
Petroleum and petroleum products refining			1 space per 1,000 square feet
Petroleum distribution/storage ‡		C	1 space per 1,000 square feet
Plastic products, molding, casting and shaping		P	1 space per 1,000 square feet
Poultry hatchery			1 space per 1,000 square feet
Poultry slaughtering and processing			1 space per 1,000 square feet
Printing ink manufacture			1 space per 1,000 square feet
Reduction of fats, ores, metals, garbage, offal, etc.; rendering plant			1 space per 1,000 square feet
Rock quarries, sand, gravel and earth excavations or extractions			1 space per acre
Rug and carpet manufacture		C	1 space per 1,000 square feet
Sand, gravel, or stone storage (including sales) ‡		C	1 space per 1.5 employees, plus five per acre
Shellac and varnish manufacture			1 space per 1,000 square feet
Sign manufacturing (no outside storage)		C	1 space per 1,000 square feet
Sign manufacturing (with outside storage)		C	1 space per 1,000 square feet
Snuff manufacture			1 space per 1,000 square feet
Soap, detergents, cleaning preparations manufacture			1 space per 1,000 square feet
Starch manufacture			1 space per 1,000 square feet
Steel works, blast furnaces and rolling mills			1 space per 1,000 square feet
Stone cutting or crushing			1 space per 5,000 square feet of land area

TYPES OF LAND USES	Zoning Districts		Parking Ratio
	GR	C	
Stone, clay, glass and concrete Products (other than handicrafts) manufacture			1 space per 1,000 square feet
Textile products manufacture		C	1 space per 1,000 square feet
Tire retreading and recapping		C	1 space per 1,000 square feet
Truck manufacture			1 space per 1,000 square feet
Waste paper products manufacture			1 space per 1,000 square feet
Water distillation		P	1 space per 1,000 square feet
White lead manufacture			1 space per 1,000 square feet
Wood container manufacture		C	1 space per 1,000 square feet
Wood distillation (manufacture of tar, charcoal, turpentine and similar			1 space per 1,000 square feet
Wood preserving manufacture and treatment			1 space per 1,000 square feet
Wood products manufacture		C	1 space per 1,000 square feet

); Ord. No. 2012-18, § 2, 7-2-2012; Ord. No. 2013-23, § 2, 2-2-2013; Ord. No. 2013-19, § 2, 11-4-2013)

Exhibit "F"
Planned Development #8

ORDINANCE NO. 2014-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS ZONING ORDINANCE, BY APPROVING A PLANNED DEVELOPMENT DISTRICT OF APPROXIMATELY 27.16 ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS 2M & 4N, ABSTRACT 632, C.V. PILLOT AND RESERVE A, BLOCK 1, KENNETH LEE; WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE PLANNED DEVELOPMENT DISTRICT TO BE KNOWN AS PLANNED DEVELOPMENT - 8 (PD-8) DISTRICT; ADOPTING A CONCEPT PLAN AND REGULATIONS APPLICABLE TO PD-8 DISTRICT; 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.

* * * * *

Whereas, the property owners have requested that approximately 27.16 acres of land, legally described as Tracts 2M & 4N, Abstract 632, C.V. Pillot and Reserve A, Block 1, Kenneth Lee, generally located north of Holderrieth Road, east of State Highway 249 Business, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, the property owners have presented an application to the City for a Planned Development District to allow the construction of a mixed use development; and

Whereas, the Planned Development application consists of an application for Planned Development District (Exhibit "A"); request letter (Exhibit "B"); and concept plan (Exhibit "C") attached to and made a part of this Ordinance; 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 two 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, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

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

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

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

Section 2. The zoning classification of the Property is hereby changed from the Commercial District to the PD-8 District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball shall be revised and amended to show the designation of the Property as PD-8 District, 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 of the Property, to PD-8 District as described above.

Section 5. PD-8 shall be subject to the following additional limitations, restrictions, and covenants:

- A. Compliance with Application and Concept Plan. The granting of the PD District shall be conditioned upon the proposed improvements and land uses being located, constructed, and conducted upon the Property in substantial compliance with the application for PD District (Exhibit "A"), request letter (Exhibit "B"), and concept plan (Exhibit "C") made a part hereof for all purposes.
- B. Tracts A, B, C, & D:
 - 1. Permitted Uses: Any use permitted by right in the General Retail District
 - 2. Maximum Height:
 - i. Main Building: 3-stories, not to exceed 45-feet
 - ii. Accessory Building: 1-story, not to exceed 15-feet
 - 3. Minimum Lot Size:
 - i. Area: 6,000 square feet
 - ii. Width: 60-feet

- iii. Depth: 100-feet
- 4. Minimum Building Setback:
 - i. Front: 25-feet; 35-feet when adjacent to arterial street
 - ii. Side:
 - 1. Main Building: 5-feet; 25-feet when adjacent to property zoned for single-family residential purposes; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street
 - 2. Accessory Building: 5-feet; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street
 - iii. Rear:
 - 1. Main Building: 5-feet; 60-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
 - 2. Accessory Building: 5-feet; 30-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
- 5. Maximum Lot Coverage: 50 percent
- 6. Maximum Impervious Coverage: 80 percent
- 7. Minimum Screening, Buffering, and Fencing:
 - i. All screening, buffering, and fencing shall adhere to Section 50-115 of Tomball Code of Ordinances.
 - ii. All refuse containers shall be screened on four sides.
- 8. Minimum Off-Street Parking and Loading:
 - i. All off-street parking and loading areas shall adhere to Section 50-112 of the Tomball Code of Ordinances.
 - ii. The minimum number of off-street parking stalls and loading areas shall be per Sections 50-82 and 50-112 of the Tomball Code of Ordinances.

9. Minimum Landscaping:

- i. Landscaping shall be provided per Section 50-113 of the Tomball Code of Ordinances.

10. Additional Requirements: Articles 1; 2; Sections 50-63, 50-64, 50-65, 50-66, and 50-67; and Article 4, Tomball Code of Ordinances.

C. Tract E (Multi-Family):

1. Permitted Uses: Multiple-family dwellings and accessory structures.

2. Maximum Height:

- i. Main Building: 3-stories, not to exceed 45-feet
- ii. Accessory Building: 1-story, not to exceed 15-feet
- iii. Clubhouse: 2-stories, not to exceed 27-feet

3. Maximum Dwelling Units Per Acre: 20; 26 when all parking spaces are constructed as covered or enclosed spaces

4. Minimum Lot Size:

- i. Area: 10 acres
- ii. Width: 120-feet
- iii. Depth: 200-feet

5. Minimum Building Setback:

- i. Front: 25-feet; 35-feet when adjacent to arterial street
- ii. Side:
 - 1. Main Building: 5-feet; 50-feet when adjacent to property zoned for single-family residential purposes; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street
 - 2. Accessory Building: 5-feet; 15-feet when adjacent to non-arterial street; 25-feet when adjacent to arterial street

- iii. Rear:
 - 1. Main Building: 15-feet; 50-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
 - 2. Accessory Building: 5-feet; 30-feet when adjacent to single-family, Duplex (Two-Family), patio home, or single-family attached district
- 6. Minimum Building Separation:
 - i. 1-Story Building: 15-feet for buildings without openings; 20-feet for buildings with openings
 - ii. 2-Story Building: 20-feet for buildings without openings; 30-feet for buildings with openings
 - iii. Over 2-Story Building: 30-feet
 - iv. Between Main and Accessory Buildings: 10-feet
- 7. Minimum Floor Area Per Dwelling Unit:
 - i. Efficiency: 500 square feet
 - ii. 1-Bedroom: 670 square feet
 - iii. 2 or More Bedroom: 800 square feet plus 125 square feet for every bedroom over two
- 8. Maximum Lot Coverage: 50 percent
- 9. Maximum Impervious Coverage: 50 percent
- 10. Minimum Percent of Lot Area Dedicated to Green Space and Recreational Area: 50 percent
- 11. Minimum Screening, Buffering, and Fencing:
 - i. All screening, buffering, and fencing shall adhere to Section 50-115 of Tomball Code of Ordinances.
 - ii. A minimum 6-foot tall solid fence, wall, or opaque screening device shall be constructed on the side/rear of any multi-family dwelling complex adjacent to a single-family zoned property

- iii. All refuse containers shall be screened on four sides.

12. Minimum Off-Street Parking and Loading:

- i. All off-street parking and loading areas shall adhere to Section 50-112 of the Tomball Code of Ordinances.
- ii. 1 off-street parking stall shall be provided per bedroom

13. Minimum Landscaping:

- i. Landscaping shall be provided per Section 50-113 of the Tomball Code of Ordinances.

14. Additional Requirements:

- i. Articles 1; 2; Sections 50-63, 50-64, 50-65, 50-66, and 50-67; and Article 4, Tomball Code of Ordinances.
- ii. Walkways: A four-foot-wide paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles. Sidewalks of concrete cement or other masonry construction shall be provided between the dwelling units and all community facilities provided for residents in accordance with applicable city standards and specifications. All walks shall be lighted at night with a minimum intensity of two footcandles' illumination.
- iii. Building length: Buildings shall not exceed 200 feet in length.
- iv. Oversized parking areas: Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided and approved by the City. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- v. Signage: Address numbers. All buildings containing residential units shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

- vi. Lighting: All parking areas shall have appropriate lighting and shall be positioned such that lights are shielded and do not adversely impact adjacent residential areas.
- vii. Gated/secured entrances: Gated/secured entrances shall be in accordance with the design standards for gated/secured entrances on private streets as adopted.
- viii. Streets or driveways: Each multifamily dwelling complex shall have driveways constructed of concrete cement or hot mixed asphalt, shall be curbed and guttered in accordance with existing requirements of the city, and shall be at least 28 feet in width throughout. All driveways shall be lighted at night with a minimum intensity of two foot-candles' illumination.

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 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.

Section 8. City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex.Gov't. Code ch. 551.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF NOVEMBER 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>NAY</u>
COUNCILMAN QUINN	<u>AYE</u>

SECOND READING:

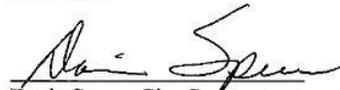
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF DECEMBER 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>NAY</u>
COUNCILMAN QUINN	<u>AYE</u>



Gretchen Fagan, Mayor

ATTEST:



Doris Speer, City Secretary

Exhibit "G"
Rezoning Application

Revised: 4/13/2020



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

Applicant

Name: CROSS ENGINEERING Title: PRESIDENT
 Mailing Address: 1955 RAYMOND DRIVE City: NORTHBROOK State: IL
 Zip: 60062 Contact: STEPHEN CROSS
 Phone: (847) 4980800 Email: SCROSS@CROSSENGINEERING.NET

Owner

Name: MAPLE GROUP, LTD Title: PARTNER
 Mailing Address: 917 FRANKLIN ST City: HOUSTON State: TX
 Zip: 77002 Contact: STUART RATHE
 Phone: (713) 236 1800 Email: SRATHE@MAPLEDEVELOPMENT.COM

Engineer/Surveyor (if applicable)

Name: WINKELMANN & ASSOCIATES, INC Title: PRESIDENT
 Mailing Address: 6750 HILLCREST PLAZA DR #215 City: DALLAS State: TX
 Zip: 75230 Contact: MICHAEL CLARK
 Phone: (214) 801 7216 Fax: () Email: MCLARK@WINKELMANN.COM

Description of Proposed Project: COMMERCIAL WHOLESALE WAREHOUSE / FUEL CENTER

Physical Location of Property: NEC HOLDERRIETH ROAD @ TOMBALL FWY
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: SEE ATTACHED - RESERVE A MAPLE GROUP
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: PD. (B)

Current Use of Property: VACANT

Proposed Zoning District: C (COMMERCIAL)

Proposed Use of Property: WHOLESALE WAREHOUSE / FUEL CENTER

HCAID Identification Number: 683989 Acreage: 25.876

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

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.

<input checked="" type="checkbox"/>	<u>Stephen Kline</u>	<u>6/28/22</u>
	Signature of Applicant	Date
<input checked="" type="checkbox"/>	<u>John R. Kline</u>	<u>6/28/22</u>
	Signature of Owner	Date

Submittal Requirements

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

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

- Completed application form
- *Copy of Recorded/Final Plat
- Check for \$400.00 + \$10.00 per acre (Non-Refundable)
- 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 (200) 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.

TAX CERTIFICATE

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Assessed To: MAPLE GROUP LTD A TEXAS LTD PARTNERSHIP 917 FRANKLIN ST STE 550 HOUSTON, TX 77002-1741	Legal Description: TR5 2M & 4N ABST 632 C V PILEOT
Parcel Address: 0 HOLDENBRIETH RD	Legal Acres: 25.9589

Account Number: **044-058-000-0272**

Certificate No: 1210192
Certificate Fee: \$10.00

Print Date: 01/24/2018
Paid Date: 02/26/2018
Operator ID: 00031574

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 243.01 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 2017. ALL TAXES ARE PAID IN FULL.

Exemptions:

2017 Value:	3,391,146
2017 Levy:	500,141.76
2017 Levy Balance:	30.00
Prior Year Levy Balance:	50.00
Total Levy Due:	30.00
P&I - Attorney Fee:	30.00
Total Amount Due:	30.00

Certified Tax Units:

- 41 Harris County
- 41 Harris County Flood Control Dist
- 41 Port of Houston Authority
- 41 Harris County Hospital District
- 44 Harris County Dept. of Education
- 42 Lone Star College System
- 41 City of Houston
- 679 Emergency Services Unit P9 (H.M.S.)

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
683900
FILM CODE
MAPLE GROUP
THIS IS PAGE 3 OF 8 PAGES
SCANNER Control IQ4400

Referenced (C) No. [Signature]
Issued to:
ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

53.1.00

TAX CERTIFICATE FROM ACCOUNT: 0440580000272 PAGE 1 OF 1

AD NUMBER: 0440580000272
OP NUMBER: 0440580000272
CERTIFICATE NO: 2220647

DATE: 1/24/2018
FEE: \$10.00
PROPERTY DESCRIPTION: TR5 2M & 4N ABST 632 C V PILEOT

COLLECTING AGENCY: King Williams
PO Box 276
Tomball TX 77377-0276

000000 HOLDENBRIETH RD
25.95 ACRES

REQUESTED BY: LJA ENGINEERING

PROPERTY OWNER: MAPLE GROUP LTD A TEXAS LTD PAR
917 FRANKLIN ST STE 550
HOUSTON TX 77002-1741

TX

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL I.S.D. 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 DOES NOT HAVE THE STATUTORY AUTHORITY 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 THROUGH TAX COLLECTOR PROVISIONS, THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVELS.

CURRENT VALUES							
AMOUNT VALUE	3,391,146	IMPROVEMENT DEF (HOMESTEAD) LIMITED VALUE:	0	0	0	0	0
AD VALOREM VALUE	3,391,146						
EXEMPTIONS							
LAVALUE							
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2017	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2017 SUB TOTAL							30.00

TOTAL CERTIFIED TAX DUE 1/2018: \$ 0.00

ISSUED TO: LJA ENGINEERING
ASSIGNMENT NUMBER: 0440580000272

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 2018 tax year have not been calculated as of the above date.

PROPERTY DESCRIPTION

STATE OF TEXAS

COUNTY OF HARRIS

BEING all of Reserve "A" of Maple Group, an addition to the City of Tomball, Harris County, Texas, according to the plat thereof recorded in Film Code No. 683989, Map Records, Harris County, Texas.

CONTAINING 25.876 acres or 1,127,139 square feet of land, more or less.

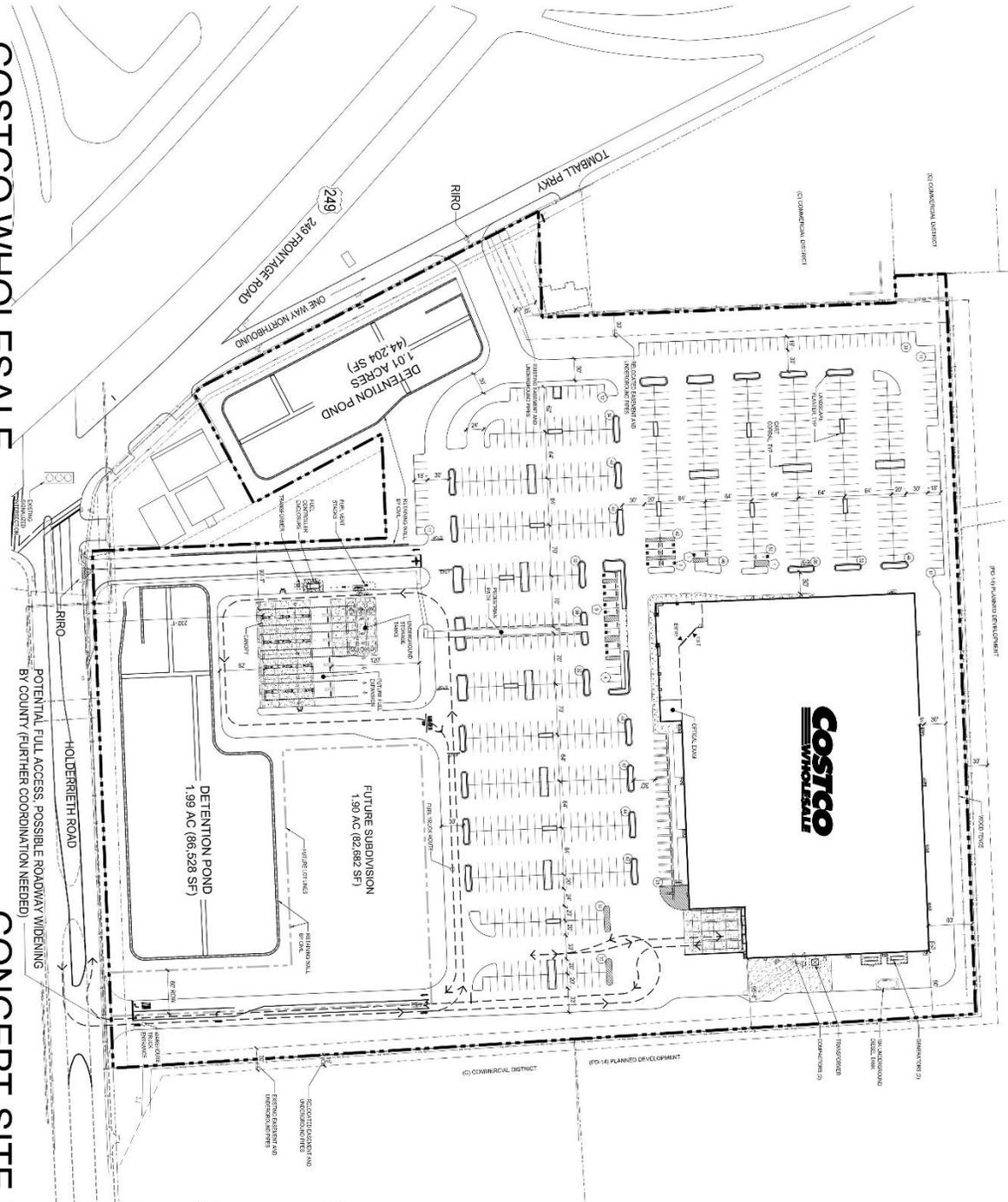
Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 14th day of January, 2022, utilizing a G.P.S. bearing related to the Texas Coordinate System, South Central Texas Zone (4204), NAD 83, grid values from the GeoShack VRS network.

COSTCO WHOLESALE

TOMBALL, TEXAS

CONCEPT SITE PLAN

JUNE 28, 2022



PROJECT DATA

CLIENT: COSTCO WHOLESALE
 999 LAKE DRIVE
 ISSAQUAH, WA 98027
 PROJECT ADDRESS: 999 LAKE DRIVE & HOLDERRIETH RD
 TOMBALL, TX

SITE DATA:

TOTAL COSTCO SITE AREA: 25.88 ACRES (1,127,119 SF)
 INCLUDES:
 WAREHOUSE SITE AREA: 20.88 ACRES (913,705 SF)
 DETENTION POND: 1.01 ACRES (44,204 SF)
 FUTURE SUBDIVISION: 1.99 ACRES (86,528 SF)

JURISDICTION: CITY OF TOMBALL
 ZONING: COMMERCIAL
 SETBACKS: FRONT: 75'
 SIDE: 00'
 REAR: 00'

BOUNDARIES: FRONT: 230'
 SIDE: 90'
 REAR: 00'

BUILDING DATA:

TOTAL WAREHOUSE FOOTPRINT AREA: 161,119 SF
 INCLUDES:
 NET SALES FLOOR: 151,466 SF
 NET MECHANICAL / FIRE: 2,429 SF
 NET OPEN VESTIBULE: 4,834 SF
 BUILDING ENVELOPE: 2,860 SF
 WAREHOUSE HEIGHT: 33'-0"
 TOTAL FUEL CANOPY AREA: 8,127 SF
 TOTAL FUEL ENCLOSURE AREA: 192 SF
 FUEL ENCLOSURE HEIGHT: 9'-0"

PARKING DATA:

TOTAL PARKING: 861 STALLS
 INCLUDES:
 10' WIDE STALLS: 844 STALLS
 ACCESSIBLE STALLS: 17 STALLS
 NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 5.35 STALLS

NOTES:
 EXISTING CONDITIONS TO BE FIELD VERIFIED.

VICINITY MAP



REGIONAL MAP



22-2597-01
 JUNE 28, 2022
 CONCEPT
 SITE PLAN
 DD11-04

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Consideration to Approve **Case P22-270**: Request by the City of Tomball to amend Section 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

Adopt, on First Reading, Ordinance No. 2022-21, an ordinance of the City of Tomball, Texas, amending Section(s) 40-74 (Lots, general provisions) and 40-75 (Minimum Lot Sizes) of the Tomball Code of Ordinance by adding/revising regulations pertaining to lot sizes; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Nathan Dietrich, 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 _____
Staff Member Date

Approved by _____
City Manager Date

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY ADDING SECTION 40-74 (LOTS, GENERAL PROVISIONS) TO ARTICLE III, DESIGN STANDARDS OF CHAPTER 40, SUBDIVISIONS; 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.

* * * * *

WHEREAS, the City Staff presented the proposed text amendment regarding lots, general provisions to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; 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. Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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. 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.

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 19TH DAY OF SEPTEMBER, 2022.

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 3RD DAY OF OCTOBER, 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit "A"

AMEND: Section 40-74 (Lots, general provisions)

REVISE: Delete & Add the following entries in alphabetical order and renumber accordingly:

DELETE:

~~(3) *Key or flag shaped lots.* For the purposes of this section, a key or flag shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this chapter and other applicable regulations of the city and provided that no portion of any such lot is less than 50 feet in width.~~

~~(4) *Street access limitations.* Rear and side vehicular driveway access from lots to adjacent streets designated as major thoroughfares or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be noted directly upon the plat and adjacent to the lots in question.~~

~~(5) *Lot and block identification.* All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.~~

ADD:

(3) Irregularly shaped lots (Flag, Key, and Cul-De-Sac Lots).

- a) Irregularly shaped lots shall provide a reasonable building pad without encroachment into front, side or rear yard setbacks or into any type of easement.
- b) The rear width of irregularly shaped lots shall be sufficient to provide access for all necessary utilities. When alleys are present, there must be sufficient width for access for driveways and solid waste collection and a minimum twenty-foot (20') alley frontage.
- c) Flag/key-shaped lots shall adhere to the following standards:
 - 1) For this section, a key or flag-shaped lot is any irregularly shaped lot that accesses the principal building site via a long narrow strip of land connecting to a public street. These lots often resemble flags on a flag pole, a key, or some other lot shape of comparable irregularity.
 - 2) Such lots shall have a minimum flag "pole" width of thirty feet (30').
 - 3) No more than two (2) dwelling units may share a common driveway on residential flag lots.
 - i. Each flag lot must display an address at their closest point of access to a public street for emergency responders.
- d) Cul-de-sac or "eyebrow" lots shall adhere to the following standards:
 - 1) For this section, a cul-de-sac or eyebrow lot is any lot that has the majority of its frontage along the curved radius of a street.
 - 2) Minimum lot frontages shall be as follows:
 - i. Residential lots: 30'
 - ii. Nonresidential lots: 45'

- iii. Nonresidential lot frontage may be reduced to 30' if the proposed plat reflects appropriately dimensioned easements for joint driveway access by two abutting lots.
- 3) Minimum lot widths for lots with predominate frontage on the curved radius of a street shall be measured as the linear distance of the curved front building line (see Figure 40-74.1), and shall be shown on the final plat. Lot widths for all lots shall be as set forth in the respective zoning district.

Figure 40-74.1

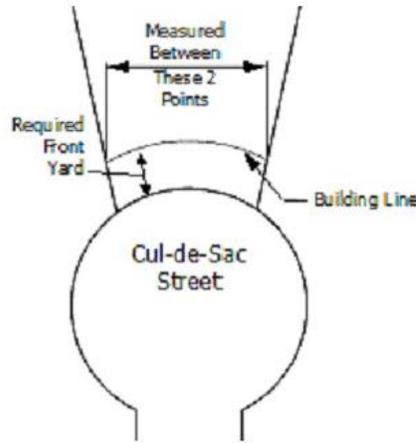


Figure 40-74.1 Measuring Lot Width of a Curved Lot

- e) The City reserves the right to disapprove any lot which, in its sole opinion, will not be suitable or desirable for the purpose intended or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties.

(4) Double Frontage Lots.

- a) Double-frontage lots shall be avoided, except where they may be essential to provide separation of residential development from arterial streets or to overcome a specific disadvantage or hardship created by topography or other factors.
- b) Double frontage lots shall be subject to street side setbacks along each street side boundary. Setbacks shall be in accordance with applicable zoning districts as outlined in Chapter 50 of this Ordinance or in accordance with standards outlined in Section 40-74.7 for properties located within the ETJ.
- c) Lots in Single-family (SF) residential districts and Duplex (D) (two-family) residential districts may abut a street on both the front and rear boundaries, under the following conditions:
 - i. One lot boundary must abut an arterial street or expressway.
 - ii. A reservation or easement at least ten feet (10') wide, across which there shall be a non-access easement designated along the property boundary adjacent to the arterial street or expressway.
 - iii. The lot shall not have more than one-half (1/2) of its perimeter along streets.

(5) Extra Lot Depth & Width.

- a) Lot Depth. Under the following circumstance(s), the minimum depth of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
 - i. Where the rear of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line,

public recreational facility, industrial or commercial zoning district, the minimum depth shall be one hundred and twenty feet (120').

- b) Lot Width. Under the following circumstance(s), the minimum width of each lot shall conform to the requirements of the zoning district in which the lot is located or adhere to the following standards. Whichever imposes the more stringent restrictions shall prevail.
- i. Where the side of any lot abuts a railroad right-of-way, arterial street or freeway, high-pressure gasoline, oil or gas pipeline, high voltage electric transmission line, public recreational facility, industrial or commercial zoning district, the minimum width shall be seventy feet (70').

(6) Street access limitations.

- a) Driveway access from residential lots to adjacent streets designated as major thoroughfares (i.e. Arterials & Collectors), or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restrictions shall be illustrated as non-access easements directly upon the plat and along the property line adjacent to the street frontage in question.
- i. Exception: The City Engineer and Community Development Director may approve such driveways when no other means of public street access is available to residential lots.

(7) Building Lines.

- a) Street side building lines shall be shown for all lots on all plats submitted for land within the City's ETJ in accordance with the following:
- i. Boundary adjacent to expressway (without a frontage road): 40'
 - ii. Boundary adjacent to expressway (with frontage road): 35'
 - iii. Boundary adjacent to arterial street: 35'
 - iv. Boundary adjacent to minor street: 25'

(8) Lot and block identification. All blocks established in a subdivision shall be designated on the plat, and shall be numbered consecutively throughout the entire subdivision. Lots established within blocks shall also be numbered consecutively within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.

-END-

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2022 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, August 15, 2022 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:

Case P22-266: Request by the City of Tomball to amend Section(s) 50-33 (*Board of adjustments*) and 50-34 (*Amendments to zoning chapter and districts, administrative procedures, and enforcement*) of the Tomball Code of Ordinances by increasing the required notification area for public hearings.

Case P22-267: Request by the City of Tomball to amend Section(s) 40-65 (*Streets; specific standards*) of the Tomball Code of Ordinances by adding/revising the right-of-way widths for roadways classifications.

Case P22-268: Request by the City of Tomball to amend Section(s) 40-28 (*Application for Preliminary Plat Approval*) and 40-30 (*Application for Final Plat Approval*) of the Tomball Code of Ordinances by revising the plat review application submission deadline(s).

Case P22-269: Request by the City of Tomball to amend Chapter 40, Article III (*Subdivision Design Standards*) of the Tomball Code of Ordinances by adding sections to address driveway approaches and related requirements to include separation requirements and access management standards.

Case P22-270: Request by the City of Tomball to amend Section 40-74 (*Lots, general provisions*) and 40-75 (*Minimum Lot Sizes*) of the Tomball Code of Ordinances by adding/revising regulations pertaining to lot sizes.

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 Public Works 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.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** 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.



Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-270
Section(s): 40-74 (*Lots, general provisions*)
Subject: Revise/add language to address lot designs

BACKGROUND

Section 40-74 in the City of Tomball Code of Ordinance provides general provisions for lot designs within subdivisions. This proposed amendment seeks to revise/add to this section to further clarify and address minimum lot dimensions and arrangements. Specifically addressing irregularly shaped lots, double frontage lots, residential lots backing up to non-residential land uses, and restricting direct residential lot access to and from major thoroughfares.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):

40-74:

REMOVE:

~~(3) *Key or flag-shaped lots.* For the purposes of this section, a key or flag-shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag or a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag-shaped lots shall not be prohibited if otherwise in compliance with the minimum lot size requirements of this chapter and other applicable regulations of the city and provided that no portion of any such lot is less than 50 feet in width.~~

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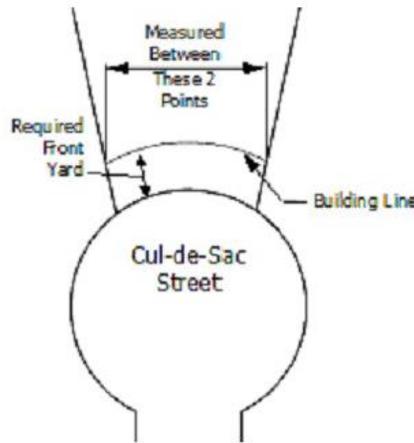


Figure 40-74.1 Measuring Lot Width of a Curved Lot

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City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Consideration to Approve **Case P22-267**: Request by the City of Tomball to amend Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications.

Adopt, on First Reading, Ordinance No. 2022-24, an ordinance of the City of Tomball, Texas, amending Section(s) 40-65 (Streets; specific standards) of the Tomball Code of Ordinance by adding/revising the right-of-way widths for roadway classifications; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends APPROVAL (4 Vote Aye, 0 Votes Nay)

Origination: City of Tomball

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Nathan Dietrich, 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 _____
Staff Member Date

Approved by _____
City Manager Date

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 40-65 (STREETS; SPECIFIC STANDARDS), OF ARTICLE III, DESIGN STANDARDS, OF CHAPTER 40, SUBDIVISIONS; 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.

* * * * *

WHEREAS, the City Staff presented the proposed text amendment regarding street right-of-way standards to the Planning and Zoning Commission; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the Planning and Zoning Commission held a public hearing regarding the proposed text amendment; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the requested text amendment; and

WHEREAS, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of the citizens to approve the text amendment as contained in this ordinance; 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. Article III, Design Standards, of Chapter 40, Subdivisions of the Code of Ordinances of the City of Tomball, Texas is hereby amended, as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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 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. 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.

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 19TH DAY OF SEPTEMBER, 2022.

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 3RD DAY OF OCTOBER, 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

DORIS SPEER, City Secretary

Exhibit “A”

AMEND: Section 40-65 (Streets; specific standards)

REVISE: Delete and Add the following entries in alphabetical order and renumber accordingly:

DELETE:

- ~~(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be as follows:~~
- ~~(1) *Local streets.* The width of the right-of-way for local streets shall be not less than 80 feet. Provided, however, a right-of-way width of not less than 60 feet may be approved if there is also dedicated a ten-foot wide drainage and utility easement immediately adjacent to each side of such local street, which, in combination, would total 80 feet in width, and an open ditch drainage system is provided for such street. In those instances where a proposed subdivision is located adjacent to an existing public street with a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision to accommodate the development of the street to a total right-of-way width of not less than 60 feet. Notwithstanding the foregoing, the planning and zoning commission may, on written application, in its discretion authorize a street right-of-way width of not less than 50 feet for a local street where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the city to provide emergency services from fire, police, medical, or other rescue personnel, the street provides access to single-family residential properties only, and the total length of such street does not exceed 700 feet.~~
 - ~~(2) *Collector streets.* The width of the right-of-way for collector streets shall be not less than 80 feet.~~
 - ~~(3) *Arterial streets.* The width of the right-of-way for arterial streets shall be not less than 100 feet.~~

ADD:

(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be in accordance with Table 40-65.1:

Table 40-65.1

Street Type	Standard Right-of-Way Width**	Minimum Right-of-Way*
Alley	20'	15'
Local	60'	50'
Collector	60'	60'
Minor Arterial	80'	80'
Major Arterial	100'	100'

*The Purpose of the minimum right-of-way is to accommodate pre-existing situations in developed areas where it is impractical to require the standard width. The minimum local street right-of-ways width may be utilized within single-family residential subdivisions if the street right-of-way serves as the shortest direct path to a roadway of higher classification (i.e. collector or arterial) for no more than 25-dwelling units.

**The standard right-of-way width for major arterial sections of Medical Complex Drive & Agg Road shall be 120’.

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2022
&
CITY COUNCIL
AUGUST 15, 2022**



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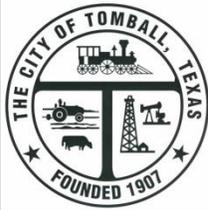
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **August 2022** 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

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Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: August 8, 2022
City Council Public Hearing Date: August 15, 2022

Case: P22-267
Section(s): 40-65 (*Streets; Specific Standards*)
Subject: Add/Revise Right-of-Way Widths for Roadway Classifications

BACKGROUND

Section 40-65 (b) in the City of Tomball Code of Ordinance provides desired right-of-way widths for the varying street classifications found within the City of Tomball. The right-of-way widths listed do not align with the current City of Tomball construction design standards for streets. This proposed amendment is to remove the existing “Right-of-way width, widening” section of the code of ordinance and replace with a table that outlines standard and minimum desired right-of-way widths that are in alignment with our current design standards.

NOTICE OF PUBLIC HEARING:

A public hearing notice was published in the Potpourri on July 27, 2022.

PROPOSED ORDINANCE AMENDMENT(s):

Code of Ordinance Section(s):
40-65:

REMOVE:

~~(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be as follows:~~

~~(1) *Local streets.* The width of the right-of-way for local streets shall be not less than 80 feet. Provided, however, a right-of-way width of not less than 60 feet may be approved if there is also dedicated a ten-foot-wide drainage and utility easement immediately adjacent to each side of such local street, which, in combination, would total 80 feet in width, and an open ditch drainage system is provided for such street. In those instances where a proposed subdivision is located adjacent to an existing public street with a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision to accommodate the development of the street to a total right-of-way width of not less than 60 feet. Notwithstanding the foregoing, the planning and zoning commission may, on written application, in its discretion authorize a street right-of-way width of not less~~

~~than 50 feet for a local street where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the city to provide emergency services from fire, police, medical, or other rescue personnel, the street provides access to single-family residential properties only, and the total length of such street does not exceed 700 feet.~~

- ~~(2) Collector streets. The width of the right-of-way for collector streets shall be not less than 80 feet.~~
- ~~(3) Arterial streets. The width of the right-of-way for arterial streets shall be not less than 100 feet.~~

ADD:

(b) *Right-of-way width, widening.* The width of the right-of-way to be dedicated for any street shall be in accordance with Table 40-65.1:

Table 40-65.1

Street Type	Standard Right-of-Way Width**	Minimum Right-of-Way*
Alley	20'	15'
Local	60'	50'
Collector	60'	60'
Minor Arterial	80'	80'
Major Arterial	100'	100'

*The Purpose of the minimum right-of-way is to accommodate pre-existing situations in developed areas where it is impractical to require the standard width. The minimum local street right-of-ways width may be utilized within single-family residential subdivisions if the street right-of-way serves as the shortest direct path to a roadway of higher classification (i.e. collector or arterial) for no more than 25-dwelling units.

**The standard right-of-way width for major arterial sections of Medical Complex Drive & Agg Road shall be 120'.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, on First Reading, Ordinance Number 2022-27, an Ordinance of the City Council of Tomball, Texas, approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision.

Background:

Public infrastructure improvements are complete for Pine Trails of Tomball Subdivision within Public Improvement District Number Thirteen created by the City in 2021. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll must be approved by City Council that will levy the assessment on each of the lots. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost*	Total Annual Payment
\$ 33,378.51	\$3,108.00	15 years	\$ 155.40	\$ 3,263.40

(\$60 of the annual administration cost is for City of Tomball administration as shown in the Service and Assessment Plan.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot. It is estimated that the average price of the homes to be constructed will be \$420,000. The annual assessment payment \$3,108.00 is the equivalent of a \$0.74 tax rate on a \$420,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA

firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

PID TERMS AND AMORTIZATION

Duration (in years)	15
Interest Rate	4.50%
Annual Payment Amount	\$3,108.00
Total Lifetime Payments	\$46,620.00
Total Principal	\$33,378.51
Total Interest	\$13,241.49

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$33,378.51</u>
	1	\$1,605.97	\$1,502.03	\$3,108.00		\$31,772.54
	2	\$1,678.24	\$1,429.76	\$3,108.00		\$30,094.31
	3	\$1,753.76	\$1,354.24	\$3,108.00		\$28,340.55
	4	\$1,832.68	\$1,275.32	\$3,108.00		\$26,507.88
	5	\$1,915.15	\$1,192.85	\$3,108.00		\$24,592.73
	6	\$2,001.33	\$1,106.67	\$3,108.00		\$22,591.40
	7	\$2,091.39	\$1,016.61	\$3,108.00		\$20,500.02
	8	\$2,185.50	\$922.50	\$3,108.00		\$18,314.52
	9	\$2,283.85	\$824.15	\$3,108.00		\$16,030.67
	10	\$2,386.62	\$721.38	\$3,108.00		\$13,644.05
	11	\$2,494.02	\$613.98	\$3,108.00		\$11,150.03
	12	\$2,606.25	\$501.75	\$3,108.00		\$8,543.78
	13	\$2,723.53	\$384.47	\$3,108.00		\$5,820.25

	14	\$2,846.09	\$261.91	\$3,108.00	\$2,974.16
	15	\$2,974.16	\$133.84	\$3,108.00	\$0.00
TOTAL		\$33,378.51	\$13,241.49	\$46,620.00	

Origination: Project Management

Recommendation:

Adopt Ordinance Number 2022-27, an Ordinance Levying and Assessment approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Thirteen, (PID 13), Pine Trails Subdivision, on First Reading.

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

FUNDING (IF APPLICABLE)

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

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

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

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN FOR THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT THIRTEEN, PINE TRAILS.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein; and

WHEREAS, the City has received a petition (the “Petition”) requesting the creation of the City of Tomball Public Improvement District Number Thirteen (the “PID”), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. Resolution 2021-25 establishing the City of Tomball Public Improvement District Number Thirteen; and

WHEREAS, the City Council wishes to adopt the Service and Assessment Plan with respect to the PID.

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and the Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient 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 at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, 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 thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 19TH DAY OF SEPTEMBER 2022.

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

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 3RD DAY OF OCTOBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Thirteen
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (“the Act”), and pursuant to Resolution 2021-25 creating the Public Improvement District Number Thirteen (“PID”), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement (“Agreement”) executed between the developer and the City.

A. *Pine Trails of Tomball*

Pine Trails of Tomball Subdivision contains 13.38 acres of land and will contain 50 lots within the PID. The public improvements authorized under this Plan for Pine Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	\$1,668,925
Financing Costs (15 years @ 4.5%)	\$662,075
Total Improvements	\$2,331,000
Administration (5%)	\$116,550
Total Costs (15 years)	\$2,447,550

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner’s association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2021. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	City Annual Administrative Cost	Annual Administrative Cost	Total Annual Payment
\$ 33,378.51	\$3,108.00	15 years	\$60.00	\$ 95.40	\$ 3,263.40

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been

improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or by full improvement valuation on the Harris County Appraisal District rolls. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A

Two ten-acre tracts of land in the Southwest corner of that certain 100-acre tract out of the Western portion of the East 1/2 of Joseph House League, Abstract No. 34, in Harris County, Texas, described in Deed from Henry W. Hoffman, et al to Albert B. Metzler, et al recorded in Volume 914, Page 619 of the Deed Records of Harris County, Texas described as follows:

TRACT ONE:

That certain 10 acre tract of land set apart to Julia Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said 100 acre tract, above referred to;

THENCE North along the West line of said 100 acre tract a distance of 599.5 feet to a point for the Northwest corner, same being the Southwest corner of the 10 acre tract set apart to Max R. Metzler in the above mentioned Partition Deed;

THENCE East along the dividing line between the said Julia Metzler tract and the Max R. Metzler tract a distance of 726.385 feet to their common East corner, same being the Northwest corner of the 10 acre tract set apart to Ida Metzler Ramsey in said Partition Deed;

THENCE South along the West line of said Ida Metzler Ramsey 10 acre tract a distance of 599.5 feet to a point for corner in the South line of said Metzler 100 acre tract;

THENCE West along said South line a distance of 726.385 feet to the PLACE OF BEGINNING.

TRACT TWO:

That certain 10 acre tract of land set apart to Max R. Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the 10 acre tract set apart to Julia Metzler in said Partition Deed said point being located 599.5 feet North of the Southwest corner of said Metzler 100 acre tract;

THENCE East along the North line of said Julia Metzler 10 acre tract 726.385 feet to the Northeast corner thereof, same being the Southwest corner of the 10 acre tract set apart to John J. Metzler in said Partition Deed;

THENCE North along the West line of said John J. Metzler 10 acre tract a distance of 599.5 feet to a point for corner, same being the Southeast corner of the 10 acre tract set apart to Olga Wolk in said Partition Deed;

THENCE West along the South line of said Olga Wolk 10 acre tract 726.385 feet to the Southwest corner thereof in the West line of said Metzler 100 acre tract;

THENCE South along said West line a distance of 599.5 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT those certain 6.292 acre and 0.1028 acre tracts conveyed to the City of Tomball by Deeds recorded under Clerk's File Nos. [Y538668](#) and [Y976041](#), respectively, of the Real Property Records of Harris County, Texas.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, on First Reading, Ordinance Number 2022-28, an Ordinance of the City Council of Tomball, Texas, Levying the Assessment against properties within the City of Tomball Public Improvement District Thirteen (PID 13), Pine Trails Subdivision.

Background:

Public infrastructure improvements are complete for Pine Trails of Tomball Subdivision within Public Improvement District Number Thirteen created by the City in 2021. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll must be approved by City Council that will levy the assessment on each of the lots. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost*	Total Annual Payment
\$ 33,378.51	\$3,108.00	15 years	\$ 155.40	\$ 3,263.40

(\$60 of the annual administration cost is for City of Tomball administration as shown in the Service and Assessment Plan.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot. It is estimated that the average price of the homes to be constructed will be \$420,000. The annual assessment payment \$3,108.00 is the equivalent of a \$0.74 tax rate on a \$420,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA

firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

PID TERMS AND AMORTIZATION

Duration (in years)	15
Interest Rate	4.50%
Annual Payment Amount	\$3,108.00
Total Lifetime Payments	\$46,620.00
Total Principal	\$33,378.51
Total Interest	\$13,241.49

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						<u>\$33,378.51</u>
	1	\$1,605.97	\$1,502.03	\$3,108.00		\$31,772.54
	2	\$1,678.24	\$1,429.76	\$3,108.00		\$30,094.31
	3	\$1,753.76	\$1,354.24	\$3,108.00		\$28,340.55
	4	\$1,832.68	\$1,275.32	\$3,108.00		\$26,507.88
	5	\$1,915.15	\$1,192.85	\$3,108.00		\$24,592.73
	6	\$2,001.33	\$1,106.67	\$3,108.00		\$22,591.40
	7	\$2,091.39	\$1,016.61	\$3,108.00		\$20,500.02
	8	\$2,185.50	\$922.50	\$3,108.00		\$18,314.52
	9	\$2,283.85	\$824.15	\$3,108.00		\$16,030.67
	10	\$2,386.62	\$721.38	\$3,108.00		\$13,644.05
	11	\$2,494.02	\$613.98	\$3,108.00		\$11,150.03
	12	\$2,606.25	\$501.75	\$3,108.00		\$8,543.78
	13	\$2,723.53	\$384.47	\$3,108.00		\$5,820.25

	14	\$2,846.09	\$261.91	\$3,108.00	\$2,974.16
	15	\$2,974.16	\$133.84	\$3,108.00	\$0.00
TOTAL		\$33,378.51	\$13,241.49	\$46,620.00	

Origination: Project Management

Recommendation:

Adopt Ordinance Number 2022-28, an Ordinance Levying and Assessment against properties within the City of Tomball Public Improvement District Number Thirteen (PID 13), Pine Trails Subdivision, on First Reading.

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

FUNDING (IF APPLICABLE)

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

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

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

ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS LEVYING AN ASSESSMENT AGAINST PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT THIRTEEN, PINE TRAILS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Thirteen (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, inter alia, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient 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 at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, 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 thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 19TH DAY OF SEPTEMBER 2022.

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

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 3RD DAY OF OCTOBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to consider proposed Levy of Assessments for authorized improvements within Improvement Area #2 (IA1) in Raburn Reserve in the City of Tomball, Public Improvement District Number Ten (PID 10), established by City Council Resolution No. 2019-41.

Background:

Pursuant to Chapter 372 of the Local Government Code, a single public hearing will be conducted on the proposed Levy of Assessment pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within Improvement Area #2 (IA2) for Raburn Reserve, located within Public Improvement District Number Ten (PID 10).

Notice of the Public Hearing was provided to the property owners, as required, and proper publication was made in the official newspaper and the City's website.

The first reading of the Ordinance will follow the public hearing; the second reading of the ordinance will be presented to Council at the regular Council meeting on October 3, 2022.

Origination: Project Management

Recommendation:

Conduct Public Hearing

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

FUNDING (IF APPLICABLE)

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

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

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

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

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**

MONDAY, SEPTEMBER 19, 2022



6:00 P.M.

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on September 19, 2022 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Raburn Reserve Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements are: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The estimated cost to design, acquire and construct the Authorized Improvements within Improvement Area #2, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$6,000,000, plus the annual cost of supplemental services, if any, and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District includes approximately 105 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described below. All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the assessments to be levied against each parcel in Improvement Area #2 of the District is available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas 77375.

THE CITY OF TOMBALL, TEXAS

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, on First Reading, Ordinance Number 2022-33, 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.

Background:

The property within the Raburn Reserve Public Improvement District Ten (PID 10), and as described in the Service and Assessment Plan, have substantially completed the public infrastructure improvements for Improvement Area #2 (IA2). Following the Public Hearing, it is necessary to levy assessments on the property in IA2 within PID 10 as set forth in the Service and Assessment Plan.

Per Chapter 372 of the Local Government Code, Ordinance Number 2022-xx approves the Service and Assessment Plan and Assessment Roll for Raburn Reserve Public Improvement District Number Ten (PID 10).

Origination: Project Management

Recommendation:

Adopt Ordinance Number 2022-33, levying an assessment against properties within Improvement Area #2 (IA2), for 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 8/31/2022 Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2022-33

AN ORDINANCE OF THE CITY 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 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 District were filed with the City Secretary within 20 days after such publication; and

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

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

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property within Improvement Area #2 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 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 #2 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 19th 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 Improvement Area #2 Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the developer of property within the District as described in the Service and Assessment Plan for the District has commenced the construction and acquisition of the Improvement Area #2 Improvements within the District; and

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

WHEREAS, the City Council finds and determines that the Service and Assessment Plan and Assessment Roll attached thereto should be approved and that the Assessments should be levied on property within Improvement Area #2 of the District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #2 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 2. Terms. Terms not otherwise defined herein are defined in the 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 #2 Improvements, and the Annual Collection Costs pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Improvement Area #2 Improvements identified in the Service and Assessment Plan, and is hereby approved; and
- b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Improvements; and
- c. The Service and Assessment Plan apportions the costs of the Improvement Area #2 Improvements to be assessed against each Assessed Property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property within Improvement Area #2 of the District because of Improvement Area #2 Improvements; and
- d. All of the real property within Improvement Area #2 of the District which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Improvement Area #2 Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in Improvement Area #2 of the District will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed; and
- e. The method of apportionment of the costs of the Improvement Area #2 Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Improvements and Administrative Expenses on property similarly benefited, and

results in a reasonable classification and formula for the apportionment of the costs;
and

- f. The 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; and
- g. The Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for Improvement Area #2 of the District; and
- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Improvement Area #2 Annual Installments, interest and penalties on delinquent Assessments and delinquent Improvement Area #2 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 #2 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 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 #2 within Improvement Area #2 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 #2 Improvements within Improvement Area #2 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 #2 of the District, as shown and described in the 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 #2 of the District as set forth in the Service and Assessment Plan and the Assessment Roll.

- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.
- d. Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Improvement Area #2 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Collection Costs for Assessed Properties in Improvement Area #2 of the District shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Improvement Area #2 Improvements is as set forth in the 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 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 Service and Assessment Plan, the owner (the “Owner”) of any Assessed Property in Improvement Area #2 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 #2 of the District, including without limitation such owner’s obligations related to payment of the Assessments and the Improvement Area #2 Annual Installments, to constitute a covenant running with the land. The Assessments and the Improvement Area #2 Annual Installments levied hereby shall be binding upon the Assessed Property in Improvement Area #2 of the District and the owners of Assessed Properties in Improvement Area #2 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 Service and Assessment Plan shall be and become effective upon passage and execution thereof.

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 19TH DAY OF SEPTEMBER 2022.

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

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 3RD DAY OF OCTOBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

Raburn Reserve Public Improvement District

2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
OCTOBER 3, 2022



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INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2022 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 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 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 the District and established a lien on such properties.

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

On August 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.

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 2022 Amended and Restated Service and Assessment Plan, which

serves to amend and restate the 2020 Service and Assessment Plan, as updated by 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 the Improvement Area #1 Series 2022 Bonds, incorporating provisions relating to the City's Improvement Area #2 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**. The Improvement Area #2 Assessment Roll is contained in **Exhibit H**.

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 2020 Service and Assessment Plan approved by City Council on August 1, 2022.

“2022 Amended and Restated Service and Assessment Plan” means this 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.

“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 2022 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 #2 Assessments securing the Improvement Area #2 Reimbursement Obligation.

“Administrator” means the City or the person or firm designated by the City who shall have the responsibility provided in this 2022 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 2022 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 2022 Amended and Restated Service and Assessment Plan as **Exhibit F** and the Improvement Area #2 Assessment Roll is included as **Exhibit H**.

“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 2022 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.

“Future Improvement Areas” means the property within the District, excluding Improvement Area #1 and Improvement Area #2. Future Improvement Areas may be developed in phases after Improvement Area #1 and Improvement Area #2.

“Future Improvement Area Bonds” mean bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Assessments levied on Assessed Property within such Future Improvement Area, if such bonds are issued.

“Future Improvement Area Improvements” mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1, Improvement Area #2 and each area within the Future Improvement Areas that is 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 O**.

“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 O**.

"Improvement Area #2" means approximately 35.15 acres located within the District, as shown on **Exhibit B** and more specifically detailed on **Exhibit A-3**.

"Improvement Area #2 Additional Bonds" means those PID Bonds that are anticipated to be issued to refund the Improvement Area #2 Reimbursement Obligation that are secured by Improvement Area #2 Assessments.

"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, as applicable. The Additional Interest Rate is not charged on Improvement Area #2 Assessments securing the Improvement Area #2 Reimbursement Obligation.

"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 P**.

“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 Reimbursement Agreement” means that certain “Raburn Reserve Public Improvement District Improvement Area #2 Acquisition and Reimbursement Agreement” effective ____, 202_ 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 #2 Assessments to reimburse the Developer for Actual Costs paid by the Developer, that are eligible to be paid with Improvement Area #2 Assessments plus interest.

“Improvement Area #2 Reimbursement Obligation” means an amount not to exceed \$2,744,000 secured by Improvement Area #2 Assessments to be paid to Developer pursuant to the Improvement Area #2 Reimbursement Agreement.

“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 2022 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 K**.

“Lot Type 2” means a residential Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot as shown on **Exhibit K**.

“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 J**.

“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, Improvement Area #1 Series 2022 Bonds and Improvement Area #2 Series 2022 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 #2 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 K**.

Improvement Area #1 includes approximately 38.50 acres as more particularly described in the Improvement Area #1 Plat on **Exhibit O** and depicted on **Exhibit B**. Development of Improvement Area #1 contains 133 single-family homes.

Improvement Area #2 includes approximately 35.15 acres as more particularly described in the Improvement Area #2 Plat on **Exhibit P** and depicted on **Exhibit B**. Development of Improvement Area #2 is anticipated to contain 118 single-family homes.

It is anticipated there will be one additional Future Improvement Area within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, this 2022 Amended and Restated Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit B**.

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.

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. Future Improvement Area Improvements

As Future Improvement Areas are developed and Assessments are levied on Assessed Property within the Future Improvement Areas, this 2022 Amended and Restated Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the Assessed Property inside each Future Improvement Area.

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 and Improvement Area #2 Improvements shall be allocated between Improvement Area #1 and Improvement Area #2 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.
- 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.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

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.

When, and if, Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs

of Future Improvement Area Improvements or each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

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 \$5,918,157, 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 \$4,278,000, of which \$4,203,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit (\geq \$5,918,157) 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 (\$4,278,000) 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 J shows the estimated special benefit per Lot Type within Improvement Area #1 based on the Improvement Area #1 Plat attached as **Exhibit O**.

▪ *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 \$5,182,157, 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 \$5,182,157, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H**; and
4. The special benefit (\geq \$5,182,157) 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 J shows the estimated special benefit per Lot Type within Improvement Area #2.

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** and **Exhibit I**, 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 #2 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.

F. Future Bonds to Finance Improvement Area #2 Reimbursement Obligation

The City may issue PID Bonds in the future to finance the remaining Improvement Area #2 Reimbursement Obligation. At the time of such financing, the interest currently charged and paid on the portion of the Improvement Area #2 Assessments allocated to Improvement Area #2 Reimbursement Obligation shall cease being paid to the Developer and the portion of the Improvement Area #2 Assessments currently allocated to the Improvement Area #2 Reimbursement Obligation shall then bear interest at the rate of the PID Bonds issued to finance the Improvement Area #2 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 J** 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. 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.

Similarly, if a portion of the Authorized Improvements to be funded with a series of PID Bonds or pursuant to a Reimbursement Agreement are not undertaken resulting in excess PID Bond proceeds or excess Assessment revenues, then the City may, in its discretion (i) in accordance with the applicable Indenture, reduce the Assessment for each Assessed Property securing the applicable PID Bonds on a pro-rata basis, or as otherwise determined by the City in accordance with the Indenture, to reflect only the Actual Costs that were expended and deposit and apply such excess PID Bond proceeds as described in the paragraph above or as authorized in the Indenture or (ii) reduce the applicable Improvement Area Assessment and the corresponding Reimbursement Obligation.

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 under the 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 N**.

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 and **Exhibit I** shows the projected Annual Installments for Improvement Area #2. 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.

As Future Improvement Areas are developed, this 2022 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

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 N**.

C. Amendments

Amendments to this 2022 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 2022 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 2022 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 2022 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 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 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 2022 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 P-1**, and **Exhibit P-2**. 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 2022 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 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	Maximum Assessment and Special Benefit per Lot Type
Exhibit K	Concept Plan
Exhibit L	Improvement Area #1 Improvements Maps
Exhibit M	Improvement Area #2 Improvements Maps
Exhibit N	Notice of PID Assessment Termination
Exhibit O	Improvement Area #1 Plat
Exhibit P	Improvement Area #2 Plat
Exhibit Q-1	Lot Type 1 Buyer Disclosure
Exhibit Q-2	Lot Type 2 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 B – DISTRICT BOUNDARY MAP

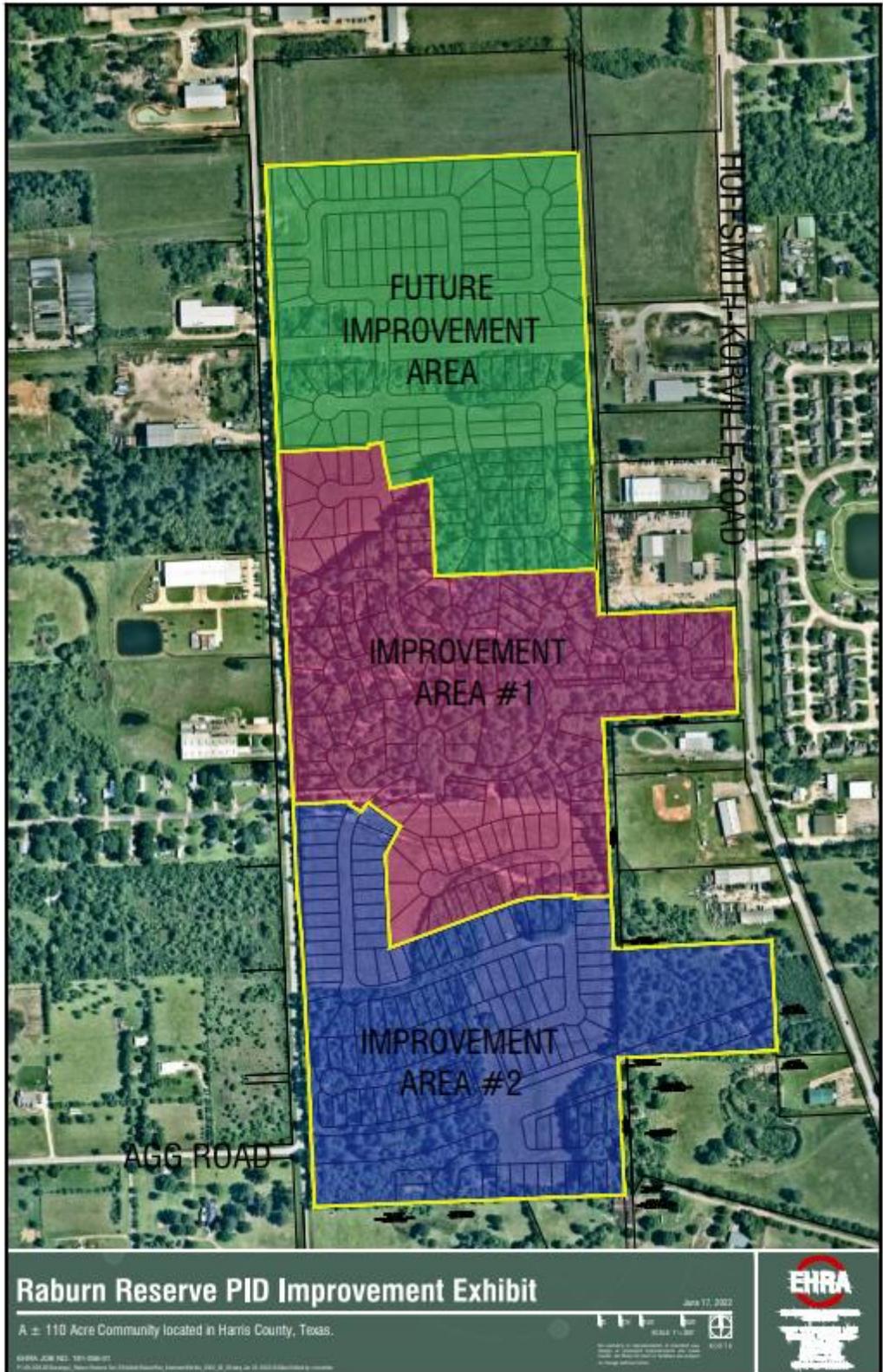


EXHIBIT C – AUTHORIZED IMPROVEMENTS

Authorized Improvements	Total Costs [a]	Improvement Area #1		Improvement Area #2	
		%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>					
Streets [b]	\$ 1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -
Water	212,679	100.00%	212,679	0.00%	-
Wastewater	499,294	100.00%	499,294	0.00%	-
Detention, Clearing and Grubbing [c]	1,362,175	100.00%	1,362,175	0.00%	-
Natural Gas	150,840	100.00%	150,840	0.00%	-
Soft Costs [d]	910,656	100.00%	910,656	0.00%	-
	<u>\$ 5,017,795</u>		<u>\$ 5,017,795</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>					
Streets[b]	\$ 1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714
Water	435,468	0.00%	-	100.00%	435,468
Wastewater	374,869	0.00%	-	100.00%	374,869
Detention, Clearing and Grubbing [c]	364,958	0.00%	-	100.00%	364,958
Natural Gas	235,000	0.00%	-	100.00%	235,000
Soft Costs [d]	769,942	0.00%	-	100.00%	769,942
	<u>\$ 4,141,950</u>		<u>\$ -</u>		<u>\$ 4,141,950</u>
<i>First Year Annual Collection Costs</i>	<u>\$ 91,600</u>		<u>\$ 60,000</u>		<u>\$ 31,600</u>
	\$ 91,600		\$ 60,000		\$ 31,600
<i>Series 2020 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 156,000		\$ 156,000		\$ -
Capitalized Interest	87,237		87,237		-
Deposit to Delinquency and Prepayment Reserve	12,450		12,450		-
Underwriter's Discount	100,000		100,000		-
Cost of Issuance	168,240		168,240		-
	<u>\$ 523,927</u>		<u>\$ 523,927</u>		<u>\$ -</u>
<i>Series 2022 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 257,365		\$ 69,745		\$ 187,620
Capitalized Interest	131,220		-		131,220
Deposit to Delinquency and Prepayment Reserve	20,940		8,790		12,150
Underwriter's Discount	200,000		100,000		100,000
Cost of Issuance	309,400		137,900		171,500
Rounding	356		-		356
	<u>\$ 919,281</u>		<u>\$ 316,435</u>		<u>\$ 602,846</u>
<i>Improvement Area #2 Additional Bond Issuance Costs [e]</i>					
Debt Service Reserve Fund	\$ 103,106		\$ -		\$ 103,106
Capitalized Interest	-		-		-
Deposit to Delinquency and Prepayment Reserve	13,720		-		13,720
Underwriter's Discount	101,042		-		101,042
Cost of Issuance	187,892		-		187,892
Rounding	-		-		-
	<u>\$ 405,761</u>		<u>\$ -</u>		<u>\$ 405,761</u>
Total	\$ 11,100,314		\$ 5,918,157		\$ 5,182,157

Footnotes:

- [a] Costs pursuant to EHRA Engineering's Preliminary Cost Estimate with estimates for IA#2 updated as of 8/2/2022.
- [b] Roadway includes excavation, paving, clearing, grubbing and site prep.
- [c] Includes on and off-site costs as well as storm water pollution prevention plan.
- [d] Soft Costs include engineering fees, geotech and construction materials testing fees and construction staking fees.
- [e] The Bond Issuance Costs associated with the Improvement Area #2 Additional Bonds are preliminary estimates.

EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #1 Series 2020 Bonds</i>						
Principal		\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
Interest		\$ 95,112.48	\$ 93,593.72	\$ 91,906.22	\$ 90,218.72	\$ 88,362.48
	(1)	\$ 140,112.48	\$ 143,593.72	\$ 141,906.22	\$ 145,218.72	\$ 143,362.48
<i>Improvement Area #1 Series 2022 Bonds</i>						
Principal		\$ 17,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00
Interest		\$ 101,085.00	\$ 100,108.00	\$ 98,095.00	\$ 96,083.00	\$ 94,070.00
	(2)	\$ 118,085.00	\$ 135,108.00	\$ 133,095.00	\$ 131,083.00	\$ 122,070.00
Annual Collection Costs	(3)	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54	\$ 48,665.54
Additional Interest	(4)	\$ 21,015.00	\$ 20,705.00	\$ 20,280.00	\$ 19,855.00	\$ 19,405.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ 327,878.02	\$ 348,072.26	\$ 343,946.76	\$ 344,822.26	\$ 333,503.02
		Improvement Area #2				
Annual Installments Due		1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027
<i>Improvement Area #2 Series 2022 Bonds</i>						
Principal		\$ -	\$ 30,000.00	\$ 32,000.00	\$ 34,000.00	\$ 37,000.00
Interest		\$ 131,220.00	\$ 145,800.00	\$ 144,000.00	\$ 142,080.00	\$ 140,040.00
Capitalized Interest		\$ (131,220.00)				
	(1)	\$ -	\$ 175,800.00	\$ 176,000.00	\$ 176,080.00	\$ 177,040.00
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal		\$ -	\$ 36,000.00	\$ 38,000.00	\$ 41,000.00	\$ 42,000.00
Interest		\$ -	\$ 157,780.00	\$ 155,710.00	\$ 153,525.00	\$ 151,168.00
	(2)	\$ -	\$ 193,780.00	\$ 193,710.00	\$ 194,525.00	\$ 193,168.00
Annual Collection Costs	(3)	\$ -	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00	\$ 31,600.00
Additional Interest ^[a]	(4)	\$ -	\$ 13,720.00	\$ 13,540.00	\$ 13,350.00	\$ 13,145.00
Total Annual Installment	(5)=(1)+(2)+(3)+(4)	\$ -	\$ 414,900.00	\$ 414,850.00	\$ 415,555.00	\$ 414,953.00

Notes:

^[a] Additional Interest will not be charged on the Improvement Area #2 Reimbursement Obligation

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Project Total
Sources of Funds			
Improvement Area #1 Series 2020 Bonds	\$ 2,445,000	\$ -	\$ 2,445,000
Improvement Area #1 Series 2022 Bonds	1,758,000	-	1,758,000
Developer Contribution ^[e]	1,715,157	8,157	1,723,314
Improvement Area #2 Series 2022 Bonds	-	2,430,000	2,430,000
Improvement Area #2 Reimbursement Obligation	-	2,744,000	2,744,000
Total Sources	\$ 5,918,157	\$ 5,182,157	\$ 11,100,314
Uses of Funds			
Improvement Area #1 Improvements	\$ 5,017,795	\$ -	\$ 5,017,795
Improvement Area #2 Improvements ^[d]	-	4,141,950	4,141,950
Total Project Improvements	\$ 5,017,795	\$ 4,141,950	\$ 9,159,746
<i>First Year Annual Collection Costs</i>	\$ 60,000	\$ 31,600	\$ 91,600
	\$ 60,000	\$ 31,600	\$ 91,600
<i>Series 2020 Bond Issuance Costs ^[a]</i>			
Debt Service Reserve Fund	\$ 156,000	\$ -	\$ 156,000
Capitalized Interest	87,237	-	87,237
Deposit to Delinquency and Prepayment Reserve	12,450	-	12,450
Underwriter's Discount	100,000	-	100,000
Cost of Issuance	168,240	-	168,240
	\$ 523,927	\$ -	\$ 523,927
<i>Series 2022 Bond Issuance Costs ^[b]</i>			
Debt Service Reserve Fund	\$ 69,745	\$ 187,620	\$ 257,365
Capitalized Interest	-	131,220	131,220
Deposit to Delinquency and Prepayment Reserve	8,790	12,150	20,940
Underwriter's Discount	100,000	100,000	200,000
Cost of Issuance	137,900	171,500	309,400
Rounding	-	356	356
	\$ 316,435	\$ 602,846	\$ 919,281
<i>Improvement Area #2 Additional Bond Issuance Costs ^[c]</i>			\$ -
Debt Service Reserve Fund	\$ -	\$ 103,106	\$ 103,106
Capitalized Interest	-	-	-
Deposit to Delinquency and Prepayment Reserve	-	13,720	13,720
Underwriter's Discount	-	101,042	101,042
Cost of Issuance	-	187,892	187,892
Rounding	-	-	-
	\$ -	\$ 405,761	\$ 405,761
Total Uses	\$ 5,918,157	\$ 5,182,157	\$ 11,100,314

Notes:

^[a] Bond Issuance Costs related to the issuance of the Improvement Area #1 Series 2020 Bonds.

^[b] Bond Issuance Costs related to the issuance of the Improvement Area #1 Series 2022 Bonds and Improvement Area #2 Series 2022 Bonds.

^[c] Preliminary Estimate.

^[d] Updated cost provided by Developer as of 8/2/2022.

^[e] The Developer Contribution was paid by the developer at project onset for improvements that are not reimbursed by the PID.

EXHIBIT F – IMPROVEMENT AREA #1 TOTAL ASSESSMENT ROLL

Property ID	Lot and Block	Lot Type ^(c)	Improvement Area #1					
			Outstanding Assessment	Principal	Interest	Additional Interest ^(b)	Annual Collection Costs ^(a)	Annual Installment due 1/31/23
141-629-001-0001	Block 1, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0002	Block 1, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0003	Block 1, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0004	Block 1, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0005	Block 1, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0006	Block 1, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0007	Block 1, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0008	Block 1, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0009	Block 1, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0010	Block 1, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0011	Block 1, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0012	Block 1, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0013	Block 1, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0014	Block 1, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0015	Block 1, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0016	Block 1, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0017	Block 1, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0018	Block 1, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0019	Block 1, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0020	Block 1, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0021	Block 1, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0022	Block 1, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0023	Block 1, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0024	Block 1, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0025	Block 1, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0026	Block 1, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0027	Block 1, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0028	Block 1, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0029	Block 1, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0030	Block 1, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0031	Block 1, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0032	Block 1, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0033	Block 1, Lot 33	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0034	Block 1, Lot 34	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0035	Block 1, Lot 35	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0036	Block 1, Lot 36	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0037	Block 1, Lot 37	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0038	Block 1, Lot 38	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0039	Block 1, Lot 39	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-001-0040	Block 1, Lot 40	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25

Notes:

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

^(b) Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^(c) See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
Property ID	Lot and Block	Lot Type ^(c)	Outstanding Assessment	Principal	Interest	Additional Interest ^(b)	Annual Collection Costs ^(a)	Annual Installment due 1/31/23	
141-629-001-0041	Block 1, Lot 41	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0042	Block 1, Lot 42	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0043	Block 1, Lot 43	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0044	Block 1, Lot 44	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0045	Block 1, Lot 45	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0046	Block 1, Lot 46	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0047	Block 1, Lot 47	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0048	Block 1, Lot 48	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0049	Block 1, Lot 49	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0050	Block 1, Lot 50	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0051	Block 1, Lot 51	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0052	Block 1, Lot 52	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0053	Block 1, Lot 53	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0054	Block 1, Lot 54	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0055	Block 1, Lot 55	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-001-0056	Block 1, Lot 56	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
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	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0002	Block 2, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0003	Block 2, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0004	Block 2, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0005	Block 2, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0006	Block 2, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0007	Block 2, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0008	Block 2, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0009	Block 2, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0010	Block 2, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0011	Block 2, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0012	Block 2, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0013	Block 2, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0014	Block 2, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0015	Block 2, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0016	Block 2, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0017	Block 2, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0018	Block 2, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0019	Block 2, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0020	Block 2, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0021	Block 2, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-002-0022	Block 2, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	

Notes:

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

^(b) Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^(c) See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1					
Property ID	Lot and Block	Lot Type ^(c)	Outstanding Assessment	Principal	Interest	Additional Interest ^(b)	Annual Collection Costs ^(a)	Annual Installment due 1/31/23
141-629-002-0023	Block 2, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0024	Block 2, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0025	Block 2, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0026	Block 2, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0027	Block 2, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0028	Block 2, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0029	Block 2, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0030	Block 2, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0031	Block 2, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0032	Block 2, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-002-0033	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-003-0001	Block 3, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0002	Block 3, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0003	Block 3, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0004	Block 3, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0005	Block 3, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0006	Block 3, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0007	Block 3, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0008	Block 3, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0009	Block 3, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0010	Block 3, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0011	Block 3, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-003-0012	Landscape, Utility and Open Space	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-004-0001	Block 4, Lot 1	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0002	Block 4, Lot 2	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0003	Block 4, Lot 3	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0004	Block 4, Lot 4	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0005	Block 4, Lot 5	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0006	Block 4, Lot 6	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0007	Block 4, Lot 7	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0008	Block 4, Lot 8	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0009	Block 4, Lot 9	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0010	Block 4, Lot 10	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0011	Block 4, Lot 11	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0012	Block 4, Lot 12	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0013	Block 4, Lot 13	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0014	Block 4, Lot 14	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0015	Block 4, Lot 15	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0016	Block 4, Lot 16	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25
141-629-004-0017	Block 4, Lot 17	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25

Notes:

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

^(b) Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^(c) See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

			Improvement Area #1						
Property ID	Lot and Block	Lot Type ^(c)	Outstanding Assessment	Principal	Interest	Additional Interest ^(b)	Annual Collection Costs ^(a)	Annual Installment due 1/31/23	
141-629-004-0018	Block 4, Lot 18	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0019	Block 4, Lot 19	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0020	Block 4, Lot 20	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0021	Block 4, Lot 21	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0022	Block 4, Lot 22	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0023	Block 4, Lot 23	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0024	Block 4, Lot 24	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0025	Block 4, Lot 25	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0026	Block 4, Lot 26	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0027	Block 4, Lot 27	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0028	Block 4, Lot 28	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0029	Block 4, Lot 29	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0030	Block 4, Lot 30	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0031	Block 4, Lot 31	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0032	Block 4, Lot 32	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0033	Block 4, Lot 33	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
141-629-004-0034	Block 4, Lot 34	1	\$ 31,601.50	\$ 466.17	\$ 1,475.17	\$ 158.01	\$ 365.91	\$ 2,465.25	
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			\$ 4,203,000.00	\$ 62,000.00	\$ 196,197.48	\$ 21,015.00	\$ 48,665.54	\$ 327,878.02	

Notes:

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

^(b) Includes Additional Interest collected pursuant to the Improvement Area #1 Series 2020 Bond and the Improvement Area #2 Series 2022 Bonds upon issuance.

^(c) See Exhibit Q-1 for the Lot Type 1 Annual Installment details and Exhibit Q-2 for the Lot Type 2 Annual Installment details.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Principal	Interest ²			
1/31/2023	\$ 45,000.00	\$ 95,112.48	\$ 17,000.00	\$ 101,085.00	\$ 21,015.00	\$ 48,665.54	\$ 327,878.02
1/31/2024	\$ 50,000.00	\$ 93,593.72	\$ 35,000.00	\$ 100,108.00	\$ 20,705.00	\$ 48,665.54	\$ 348,072.26
1/31/2025	\$ 50,000.00	\$ 91,906.22	\$ 35,000.00	\$ 98,095.00	\$ 20,280.00	\$ 48,665.54	\$ 343,946.76
1/31/2026	\$ 55,000.00	\$ 90,218.72	\$ 35,000.00	\$ 96,083.00	\$ 19,855.00	\$ 48,665.54	\$ 344,822.26
1/31/2027	\$ 55,000.00	\$ 88,362.48	\$ 28,000.00	\$ 94,070.00	\$ 19,405.00	\$ 48,665.54	\$ 333,503.02
1/31/2028	\$ 55,000.00	\$ 86,506.24	\$ 45,000.00	\$ 92,460.00	\$ 18,990.00	\$ 48,665.54	\$ 346,621.78
1/31/2029	\$ 60,000.00	\$ 84,650.00	\$ 34,000.00	\$ 89,873.00	\$ 18,490.00	\$ 48,665.54	\$ 335,678.54
1/31/2030	\$ 60,000.00	\$ 82,625.00	\$ 39,000.00	\$ 87,918.00	\$ 18,020.00	\$ 48,665.54	\$ 336,228.54
1/31/2031	\$ 65,000.00	\$ 80,600.00	\$ 34,000.00	\$ 85,675.00	\$ 17,525.00	\$ 48,665.54	\$ 331,465.54
1/31/2032	\$ 65,000.00	\$ 78,000.00	\$ 44,000.00	\$ 83,720.00	\$ 17,030.00	\$ 48,665.54	\$ 336,415.54
1/31/2033	\$ 70,000.00	\$ 75,400.00	\$ 44,000.00	\$ 81,190.00	\$ 16,485.00	\$ 48,665.54	\$ 335,740.54
1/31/2034	\$ 75,000.00	\$ 72,600.00	\$ 44,000.00	\$ 78,660.00	\$ 15,915.00	\$ 48,665.54	\$ 334,840.54
1/31/2035	\$ 75,000.00	\$ 69,600.00	\$ 49,000.00	\$ 76,130.00	\$ 15,320.00	\$ 48,665.54	\$ 333,715.54
1/31/2036	\$ 80,000.00	\$ 66,600.00	\$ 49,000.00	\$ 73,313.00	\$ 14,700.00	\$ 48,665.54	\$ 332,278.54
1/31/2037	\$ 85,000.00	\$ 63,400.00	\$ 54,000.00	\$ 70,495.00	\$ 14,055.00	\$ 48,665.54	\$ 335,615.54
1/31/2038	\$ 85,000.00	\$ 60,000.00	\$ 60,000.00	\$ 67,390.00	\$ 13,360.00	\$ 48,665.54	\$ 334,415.54
1/31/2039	\$ 90,000.00	\$ 56,600.00	\$ 65,000.00	\$ 63,940.00	\$ 12,635.00	\$ 48,665.54	\$ 336,840.54
1/31/2040	\$ 95,000.00	\$ 53,000.00	\$ 66,000.00	\$ 60,203.00	\$ 11,860.00	\$ 48,665.54	\$ 334,728.54
1/31/2041	\$ 100,000.00	\$ 49,200.00	\$ 71,000.00	\$ 56,408.00	\$ 11,055.00	\$ 48,665.54	\$ 336,328.54
1/31/2042	\$ 105,000.00	\$ 45,200.00	\$ 77,000.00	\$ 52,325.00	\$ 10,200.00	\$ 48,665.54	\$ 338,390.54
1/31/2043	\$ 110,000.00	\$ 41,000.00	\$ 83,000.00	\$ 47,898.00	\$ 9,290.00	\$ 48,665.54	\$ 339,853.54
1/31/2044	\$ 115,000.00	\$ 36,600.00	\$ 83,000.00	\$ 43,125.00	\$ 8,325.00	\$ 48,665.54	\$ 334,715.54
1/31/2045	\$ 120,000.00	\$ 32,000.00	\$ 94,000.00	\$ 38,353.00	\$ 7,335.00	\$ 48,665.54	\$ 340,353.54
1/31/2046	\$ 125,000.00	\$ 27,200.00	\$ 101,000.00	\$ 32,948.00	\$ 6,265.00	\$ 48,665.54	\$ 341,078.54
1/31/2047	\$ 130,000.00	\$ 22,200.00	\$ 107,000.00	\$ 27,140.00	\$ 5,135.00	\$ 48,665.54	\$ 340,140.54
1/31/2048	\$ 135,000.00	\$ 17,000.00	\$ 113,000.00	\$ 20,988.00	\$ 3,950.00	\$ 48,665.54	\$ 338,603.54
1/31/2049	\$ 140,000.00	\$ 11,600.00	\$ 125,000.00	\$ 14,490.00	\$ 2,710.00	\$ 48,665.54	\$ 342,465.54
1/31/2050	\$ 150,000.00	\$ 6,000.00	\$ 127,000.00	\$ 7,303.00	\$ 1,385.00	\$ 48,665.54	\$ 340,353.54
Total	\$ 2,445,000.00	\$ 1,676,774.86	\$ 1,758,000.00	\$ 1,841,386.00	\$ 371,295.00	\$ 1,362,635.12	\$ 9,455,090.98

Notes:

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.

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

² Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

³ \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

EXHIBIT H – IMPROVEMENT AREA #2 TOTAL ASSESSMENT ROLL

		Improvement Area #2						
Property ID	Legal Description	Outstanding Assessment	Principal	Interest ^(a)	Additional Interest	Annual Collection	Costs	Annual Installment due 1/31/23
141-629-006-0001	Improvement Area #2 Initial Parcel	\$ 4,081,178.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-007-0001	Improvement Area #2 Initial Parcel	\$ 1,040,145.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0001	Improvement Area #2 Initial Parcel	\$ 52,675.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141-629-008-0003	ROW-ALL STREETS IN THIS SUBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 5,174,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

For billing purposes only, until a plat has been recorded with the Improvement Area #2 Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #2 Initial Parcel based on the acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

^(a) Interest costs for each parcel was reduced by the capitalized interest totaling \$111,741.67 based on acreage of the Tax Parcel as calculated by the Harris County Appraisal District.

EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installments Due	Improvement Area #2 Series 2022 Bonds			Improvement Area #2 Reimbursement Obligation		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Capitalized Interest	Principal	Interest ²			
1/31/2023	\$ -	\$ 131,220.00	\$ (131,220.00)	\$ -	\$ -	\$ -	\$ -	\$ -
1/31/2024	\$ 30,000.00	\$ 145,800.00	\$ -	\$ 36,000.00	\$ 157,780.00	\$ 13,720.00	\$ 31,600.00	\$ 414,900.00
1/31/2025	\$ 32,000.00	\$ 144,000.00	\$ -	\$ 38,000.00	\$ 155,710.00	\$ 13,540.00	\$ 31,600.00	\$ 414,850.00
1/31/2026	\$ 34,000.00	\$ 142,080.00	\$ -	\$ 41,000.00	\$ 153,525.00	\$ 13,350.00	\$ 31,600.00	\$ 415,555.00
1/31/2027	\$ 37,000.00	\$ 140,040.00	\$ -	\$ 42,000.00	\$ 151,168.00	\$ 13,145.00	\$ 31,600.00	\$ 414,953.00
1/31/2028	\$ 39,000.00	\$ 137,820.00	\$ -	\$ 46,000.00	\$ 148,753.00	\$ 12,935.00	\$ 31,600.00	\$ 416,108.00
1/31/2029	\$ 42,000.00	\$ 135,480.00	\$ -	\$ 48,000.00	\$ 146,108.00	\$ 12,705.00	\$ 31,600.00	\$ 415,893.00
1/31/2030	\$ 44,000.00	\$ 132,960.00	\$ -	\$ 52,000.00	\$ 143,348.00	\$ 12,465.00	\$ 31,600.00	\$ 416,373.00
1/31/2031	\$ 47,000.00	\$ 130,320.00	\$ -	\$ 55,000.00	\$ 140,358.00	\$ 12,205.00	\$ 31,600.00	\$ 416,483.00
1/31/2032	\$ 50,000.00	\$ 127,500.00	\$ -	\$ 58,000.00	\$ 137,195.00	\$ 11,930.00	\$ 31,600.00	\$ 416,225.00
1/31/2033	\$ 53,000.00	\$ 124,500.00	\$ -	\$ 62,000.00	\$ 133,860.00	\$ 11,640.00	\$ 31,600.00	\$ 416,600.00
1/31/2034	\$ 57,000.00	\$ 121,320.00	\$ -	\$ 65,000.00	\$ 130,295.00	\$ 11,330.00	\$ 31,600.00	\$ 416,545.00
1/31/2035	\$ 61,000.00	\$ 117,900.00	\$ -	\$ 69,000.00	\$ 126,558.00	\$ 11,005.00	\$ 31,600.00	\$ 417,063.00
1/31/2036	\$ 65,000.00	\$ 114,240.00	\$ -	\$ 73,000.00	\$ 122,590.00	\$ 10,660.00	\$ 31,600.00	\$ 417,090.00
1/31/2037	\$ 69,000.00	\$ 110,340.00	\$ -	\$ 78,000.00	\$ 118,393.00	\$ 10,295.00	\$ 31,600.00	\$ 417,628.00
1/31/2038	\$ 73,000.00	\$ 106,200.00	\$ -	\$ 84,000.00	\$ 113,908.00	\$ 9,905.00	\$ 31,600.00	\$ 418,613.00
1/31/2039	\$ 78,000.00	\$ 101,820.00	\$ -	\$ 89,000.00	\$ 109,078.00	\$ 9,485.00	\$ 31,600.00	\$ 418,983.00
1/31/2040	\$ 83,000.00	\$ 97,140.00	\$ -	\$ 94,000.00	\$ 103,960.00	\$ 9,040.00	\$ 31,600.00	\$ 418,740.00
1/31/2041	\$ 89,000.00	\$ 92,160.00	\$ -	\$ 99,000.00	\$ 98,555.00	\$ 8,570.00	\$ 31,600.00	\$ 418,885.00
1/31/2042	\$ 94,000.00	\$ 86,820.00	\$ -	\$ 107,000.00	\$ 92,863.00	\$ 8,075.00	\$ 31,600.00	\$ 420,358.00
1/31/2043	\$ 100,000.00	\$ 81,180.00	\$ -	\$ 113,000.00	\$ 86,710.00	\$ 7,540.00	\$ 31,600.00	\$ 420,030.00
1/31/2044	\$ 107,000.00	\$ 75,180.00	\$ -	\$ 120,000.00	\$ 80,213.00	\$ 6,975.00	\$ 31,600.00	\$ 420,968.00
1/31/2045	\$ 114,000.00	\$ 68,760.00	\$ -	\$ 127,000.00	\$ 73,313.00	\$ 6,375.00	\$ 31,600.00	\$ 421,048.00
1/31/2046	\$ 121,000.00	\$ 61,920.00	\$ -	\$ 136,000.00	\$ 66,010.00	\$ 5,740.00	\$ 31,600.00	\$ 422,270.00
1/31/2047	\$ 129,000.00	\$ 54,660.00	\$ -	\$ 144,000.00	\$ 58,190.00	\$ 5,060.00	\$ 31,600.00	\$ 422,510.00
1/31/2048	\$ 137,000.00	\$ 46,920.00	\$ -	\$ 153,000.00	\$ 49,910.00	\$ 4,340.00	\$ 31,600.00	\$ 422,770.00
1/31/2049	\$ 146,000.00	\$ 38,700.00	\$ -	\$ 163,000.00	\$ 41,113.00	\$ 3,575.00	\$ 31,600.00	\$ 423,988.00
1/31/2050	\$ 156,000.00	\$ 29,940.00	\$ -	\$ 173,000.00	\$ 31,740.00	\$ 2,760.00	\$ 31,600.00	\$ 425,040.00
1/31/2051	\$ 166,000.00	\$ 20,580.00	\$ -	\$ 184,000.00	\$ 21,793.00	\$ 1,895.00	\$ 31,600.00	\$ 425,868.00
1/31/2052	\$ 177,000.00	\$ 10,620.00	\$ -	\$ 195,000.00	\$ 11,213.00	\$ 975.00	\$ 31,600.00	\$ 426,408.00
Total	\$ 2,430,000.00	\$ 2,928,120.00	\$ (131,220.00)	\$ 2,744,000.00	\$ 3,004,210.00	\$ 261,235.00	\$ 916,400.00	\$ 12,152,745.00

Notes:

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.

¹ Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds

² Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.

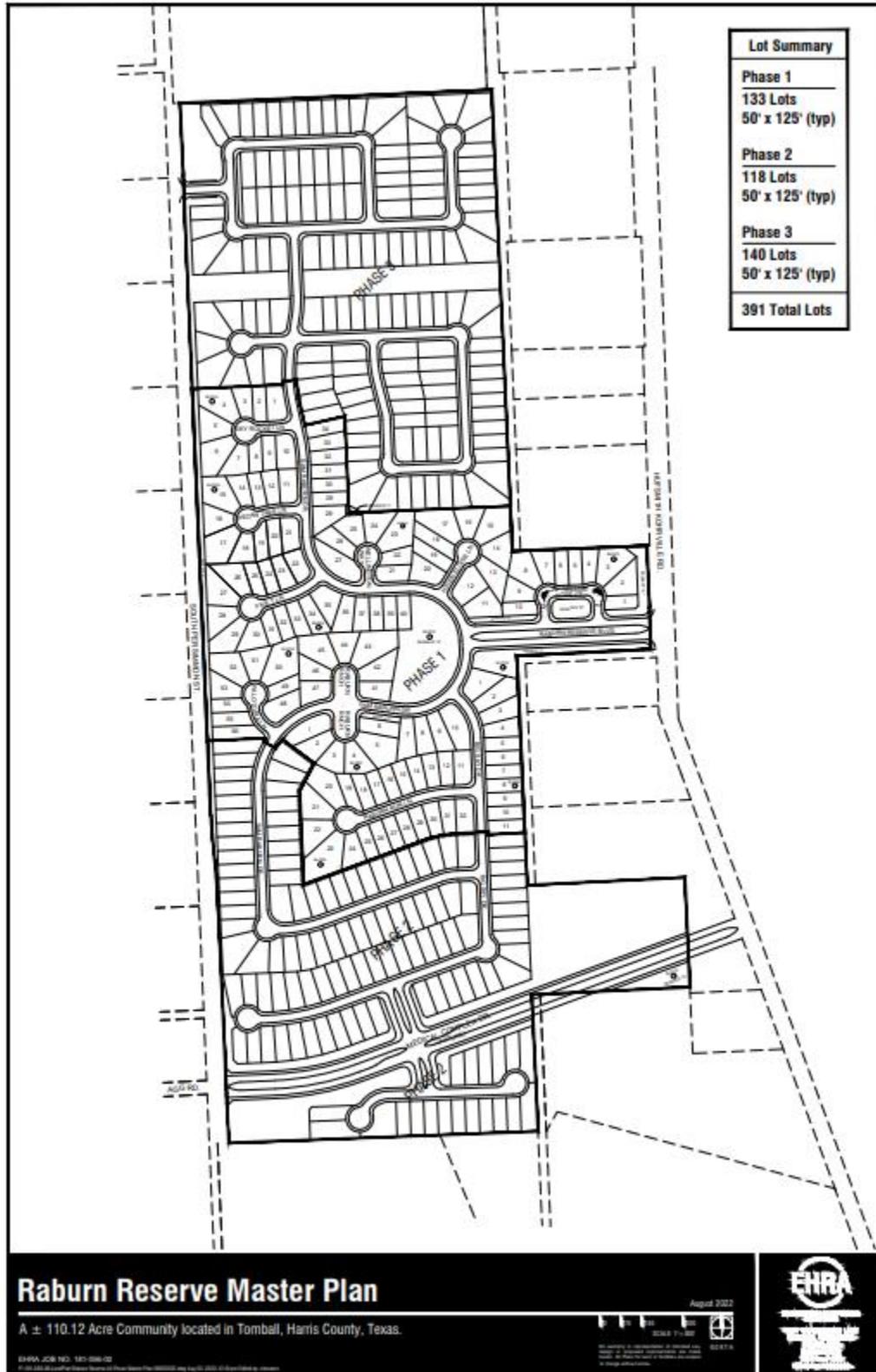
³ \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

EXHIBIT J – MAXIMUM ASSESSMENT AND SPECIAL BENEFIT PER LOT TYPE

Lot Type	Units	Estimated Buildout Value Per Unit	Estimated Buildout Value	% Allocation	Outstanding Assessment [a]	Maximum Assessment per Lot Type	Special Benefit	Special Benefit per Lot Type
Improvement Area #1								
1	133	\$ 442,000	\$ 58,786,000	100.00%	\$ 4,203,000	\$ 31,602	\$ 5,918,157	\$ 44,497
Total	133		\$ 58,786,000	100.00%	\$ 4,203,000		\$ 5,918,157	
Improvement Area #2								
2	118	\$ 442,000	\$ 52,156,000	100.00%	\$ 5,174,000	\$ 43,847	\$ 5,182,157	\$ 43,917
Total	118		\$ 52,156,000	100.00%	\$ 5,174,000		\$ 5,182,157	

[a] The outstanding 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 K – CONCEPT PLAN



Raburn Reserve Master Plan

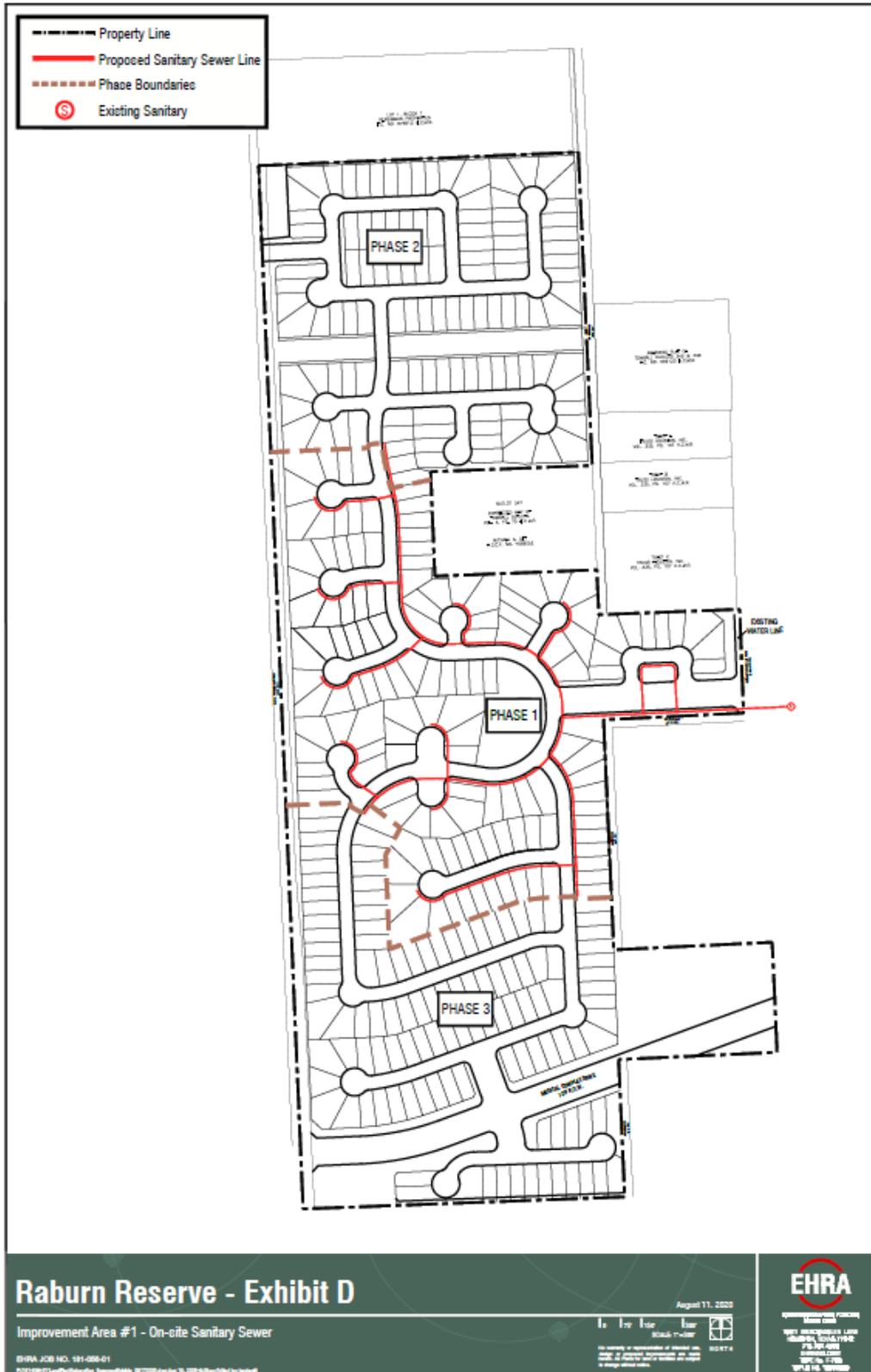
A ± 110.12 Acre Community located in Tomball, Harris County, Texas.

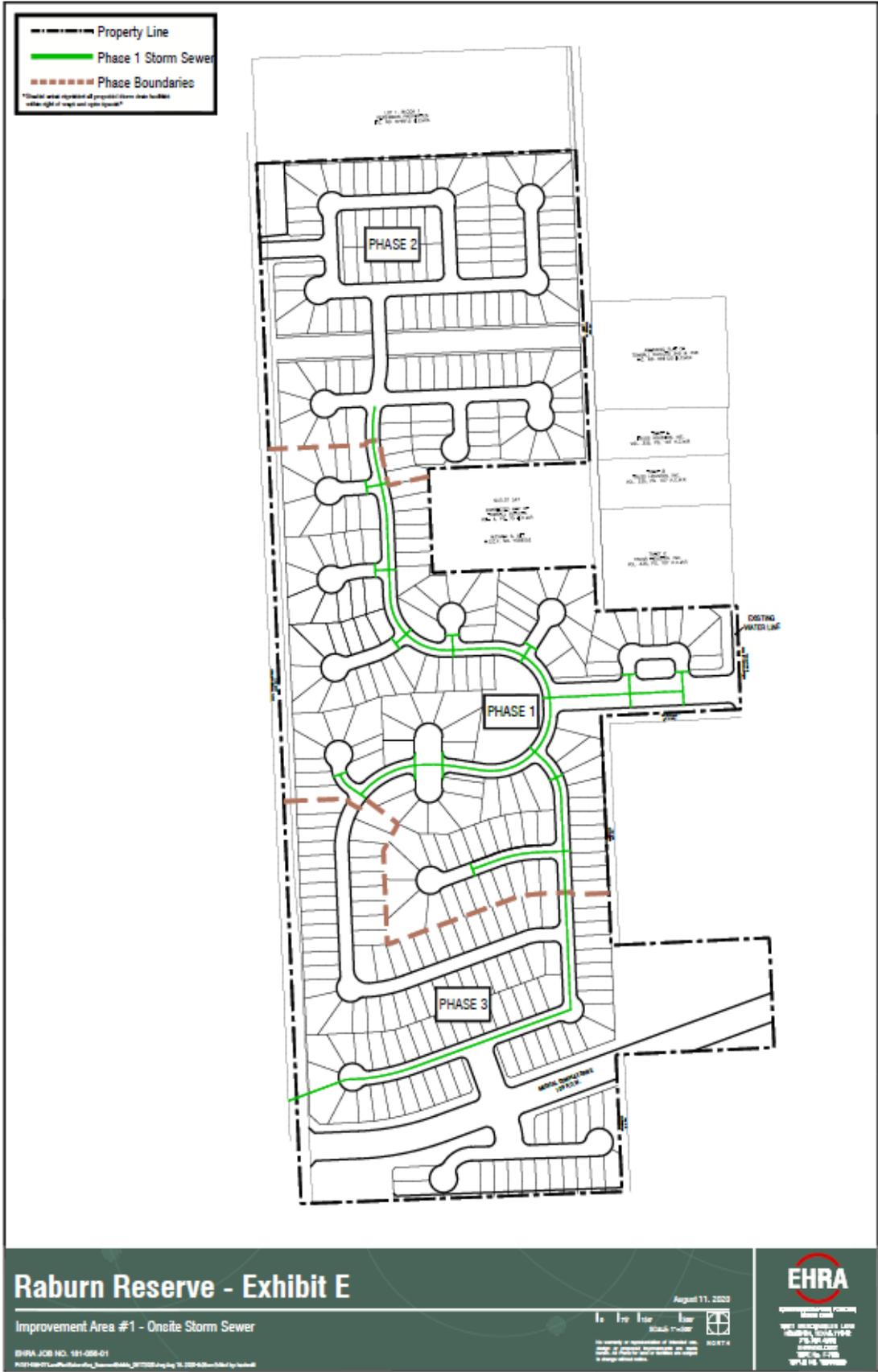
EHRA JOB NO. 187-098-02
 1101 LEE ST., SUITE 200, HOUSTON, TEXAS 77057-1101
 TEL: 281.486.1100 FAX: 281.486.1101
 WWW.EHRA.COM

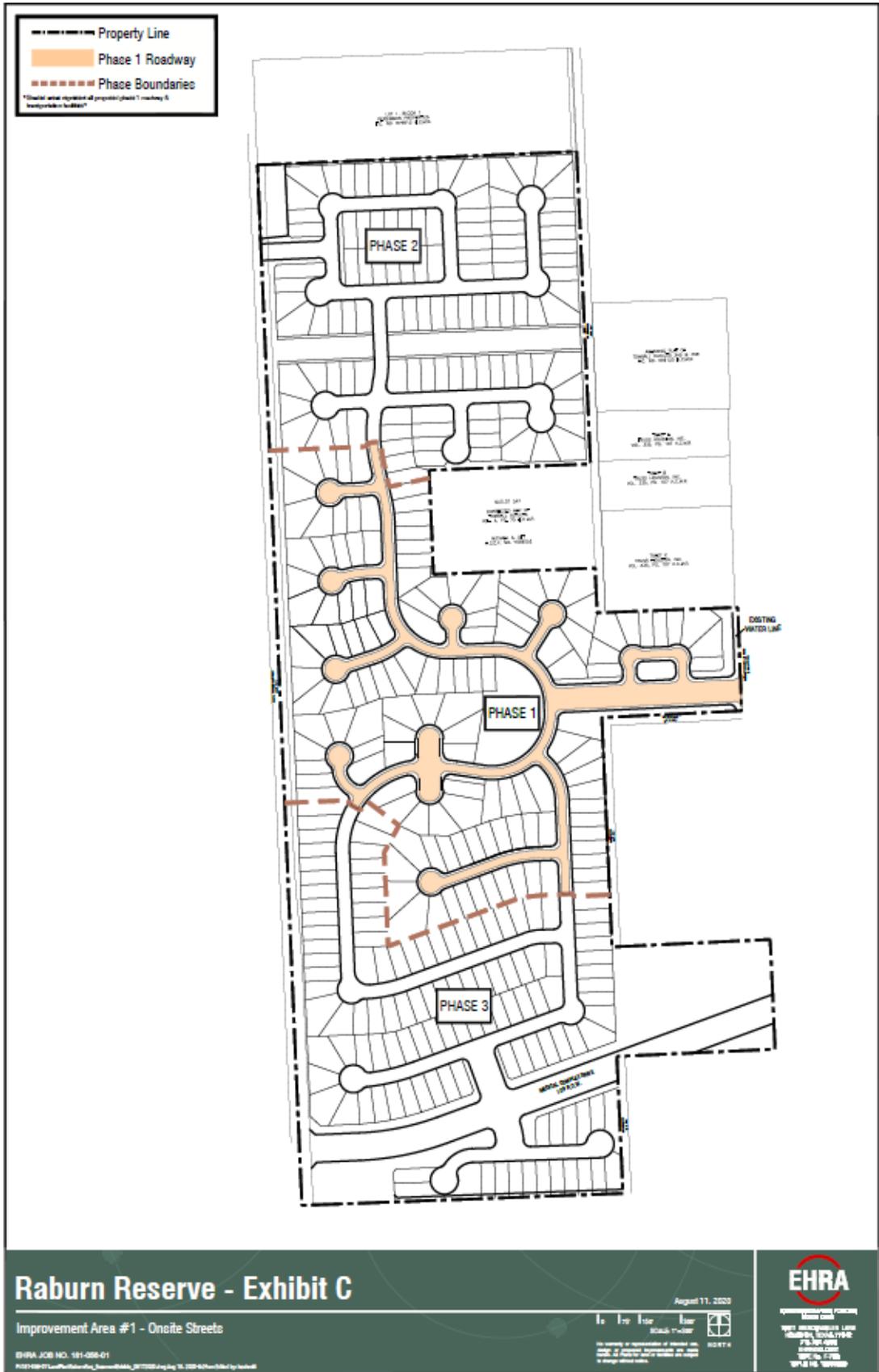
August 2022
 Scale: 1" = 400'
 0 40 80 120 160 200
NO WARRANTY IS MADE FOR THE USE OF THIS PLAN FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE CONTRACT. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.



EXHIBIT L – IMPROVEMENT AREA #1 IMPROVEMENTS MAPS







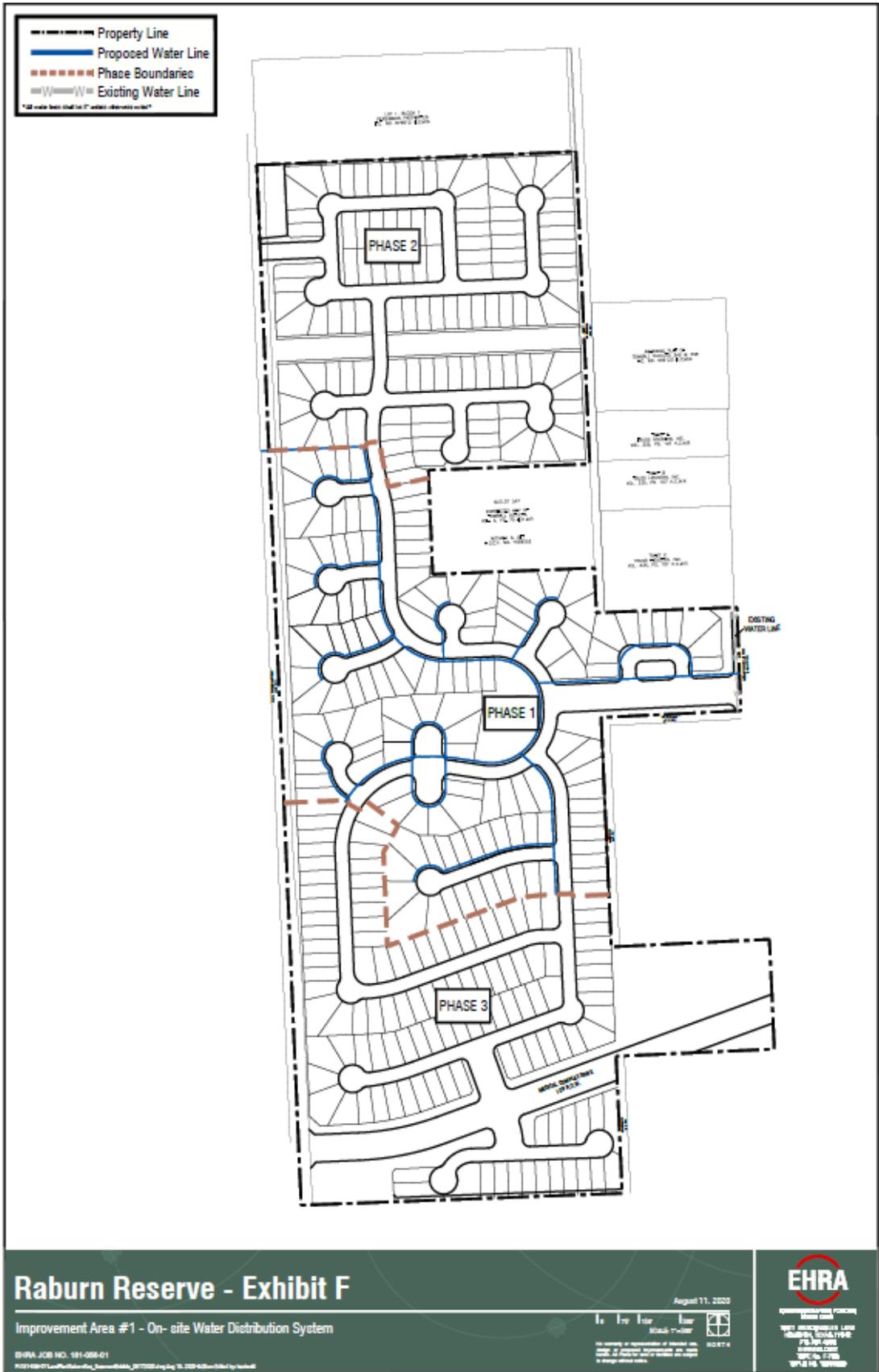


EXHIBIT M – IMPROVEMENT AREA #2 IMPROVEMENTS MAPS









EXHIBIT N – 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

EXHIBIT O – 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, Ltd., general partner of Hives Real Estate Holdings Limited Partnership, sole member of HIVE LP 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 and future defined the file on the land as delineated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed easement, five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to use of water without sewerage and in no instance have a drainage opening area of sufficient size to permit the flow thereof 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' 0") wide on each side of the center line of any and all existing drainage pipes, ditches, drains, drains, drains or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any other of drains, buildings, ditches 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, Ltd., its sole proprietor, general partner of Hives Real Estate Holdings Limited Partnership, sole member of HIVE LP 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 the

OWNER

HT Raburn Reserve Development LP, a Texas limited partnership
By HT Raburn Reserve Development LP, 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 LP 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, Ltd., who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and that he executed the same, and on the day and date of said acknowledgment.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of July, 2020

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

I, Chris Hedges, County Clerk of Harris County, do hereby certify that the within instrument was duly filed for recordation in my office on August 14, 2020, at 10:55:00 A.M., and is indexed on August 14, 2020, at 11:00:00 A.M., and is for 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.

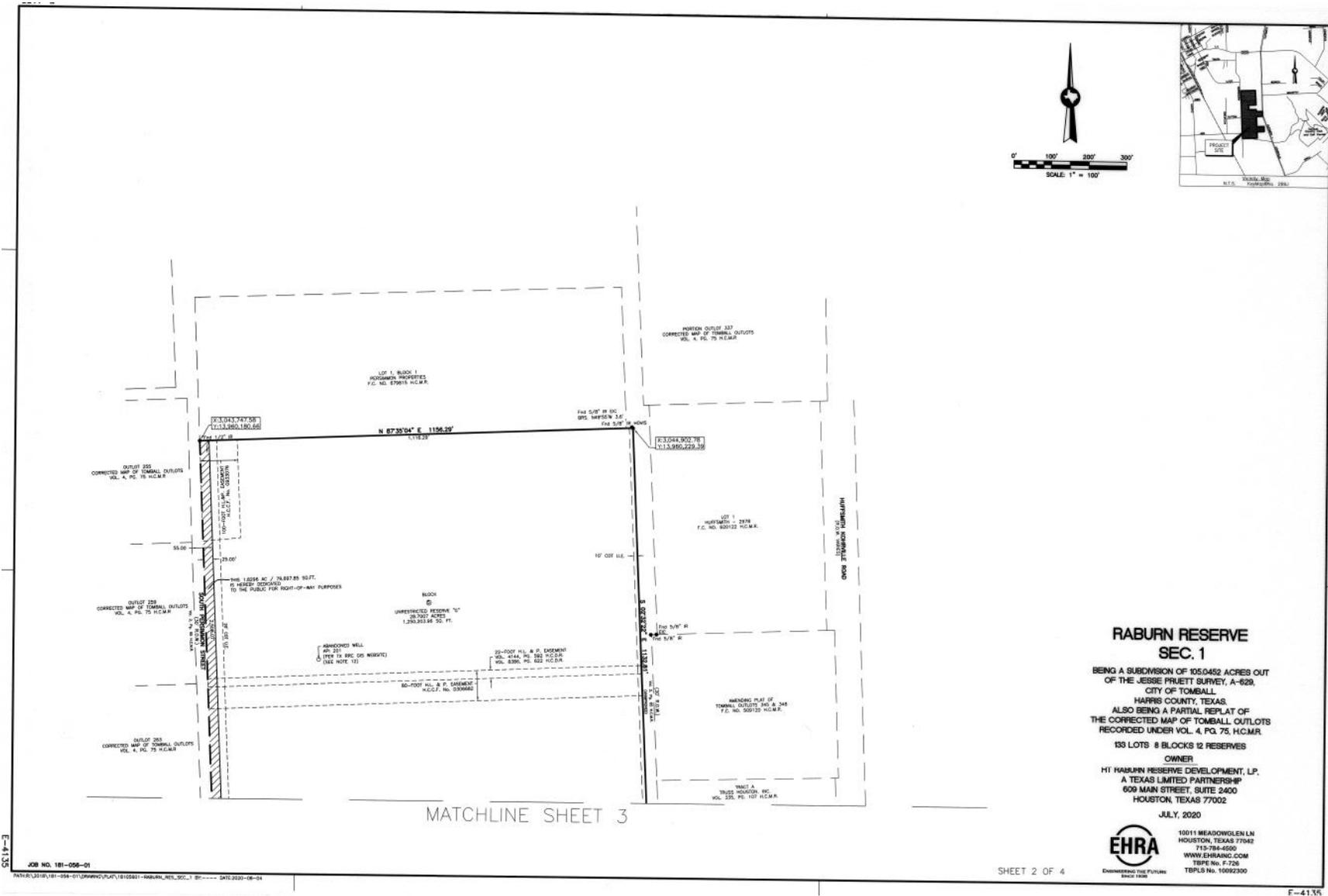
Chris Hedges
County Clerk
of Harris County, Texas

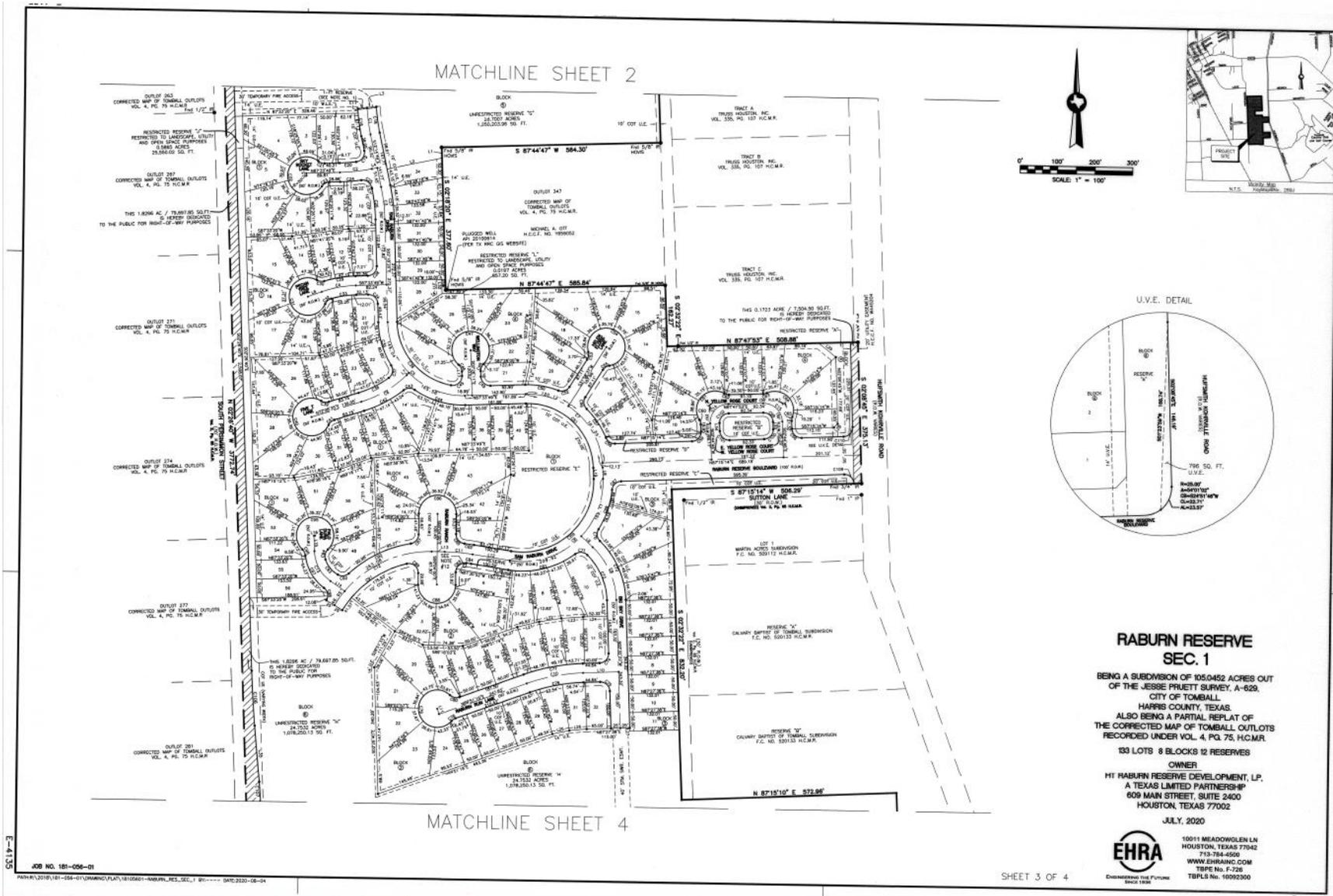
I, Kevin M. Reddy, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, such as presented to me by the property owner under my supervision on this project, that all boundary corners, single points, points of curvature, metal plates or nails having an outside diameter of not less than five-eighths (5/8) inch and a length of not less than three (3) feet, and that the plat boundary corners have been tied to the Texas Coordinate System, South Central Zone (NAD 83).

Kevin M. Reddy
Registered Professional Land Surveyor
Texas Registration No. 6450

CURVE TABLE

LINE NO.	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	ARC RADIUS	CHORD RADIUS	CHORD CENTER	ARC CENTER
1	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
2	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
3	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
4	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
5	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
6	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
7	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
8	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
9	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
10	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
11	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
12	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
13	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
14	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
15	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
16	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
17	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
18	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
19	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
20	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
21	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
22	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
23	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
24	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
25	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
26	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
27	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
28	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
29	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
30	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
31	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
32	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
33	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
34	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
35	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
36	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
37	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
38	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
39	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
40	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
41	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
42	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
43	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
44	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
45	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
46	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
47	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
48	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
49	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
50	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
51	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
52	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
53	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
54	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
55	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
56	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
57	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
58	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
59	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
60	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
61	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
62	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
63	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
64	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
65	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
66	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
67	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
68	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
69	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
70	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
71	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
72	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
73	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
74	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
75	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
76	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
77	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
78	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
79	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
80	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
81	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
82	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
83	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
84	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
85	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
86	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
87	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
88	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
89	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
90	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
91	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
92	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
93	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
94	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	100.00	100.00	100.00
95	N 00° 00' 00" E	100.00	00° 00' 00" E	100.00	100.00	10		





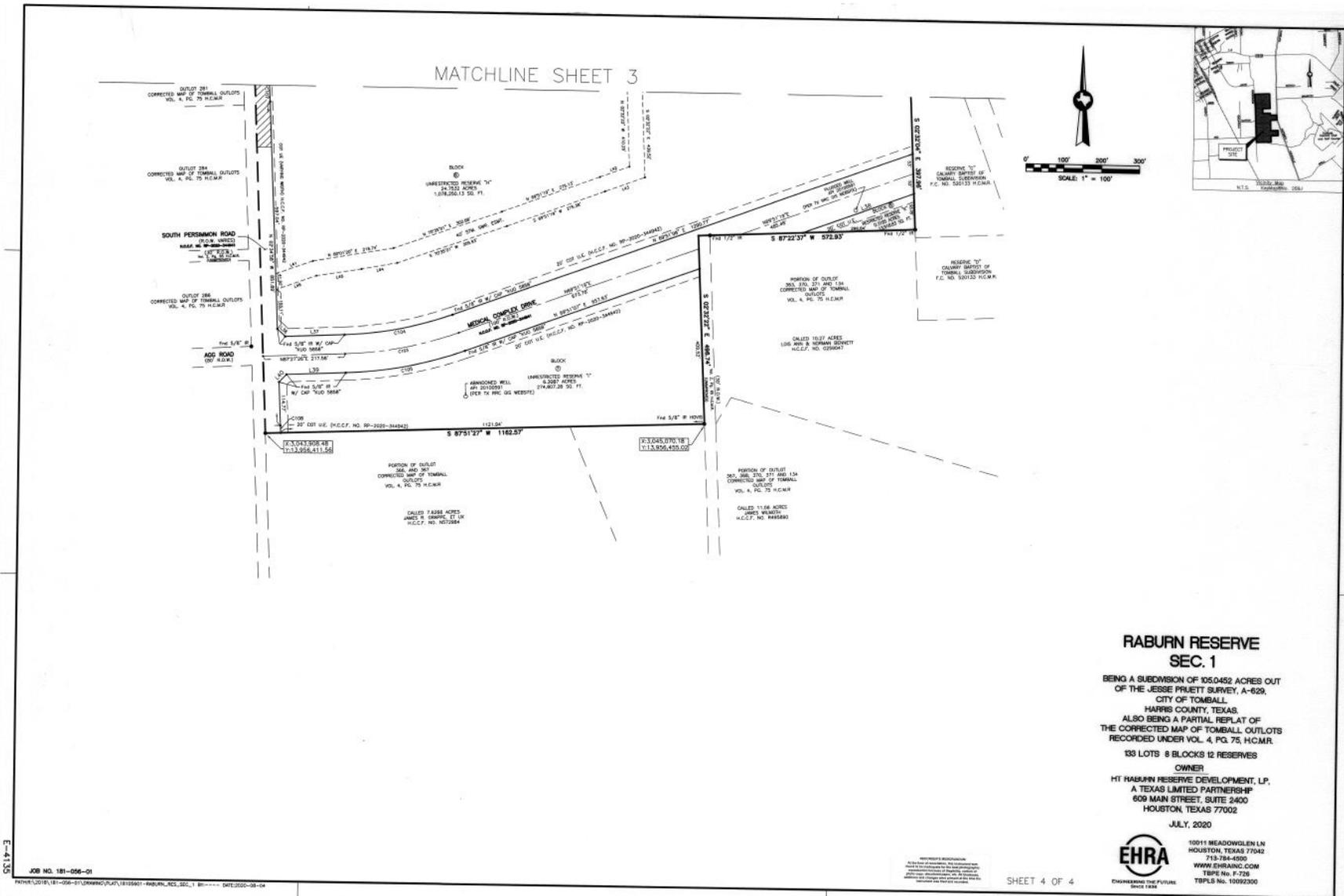
**RABURN RESERVE
SEC. 1**

BEING A SUBDIVISION OF 105.0452 ACRES OUT
OF THE JESSE PRUETT SURVEY, A-629,
CITY OF TOMBALL,
HARRIS COUNTY, TEXAS.
ALSO BEING A PARTIAL REPLAT OF
THE CORRECTED MAP OF TOMBALL OUTLOTS
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.
133 LOTS 8 BLOCKS 12 RESERVES
OWNER
HT RABURN RESERVE DEVELOPMENT, L.P.,
A TEXAS LIMITED PARTNERSHIP
809 MAIN STREET, SUITE 2400
HOUSTON, TEXAS 77002
JULY, 2020

EHRA
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-6500
WWW.EHRAINC.COM
TBPL No. F-738
TBPLS No. 10992300
ENGINEERING THE FUTURE
SINCE 1938

JOB NO. 181-056-01

SHEET 3 OF 4



**RABURN RESERVE
SEC. 1**

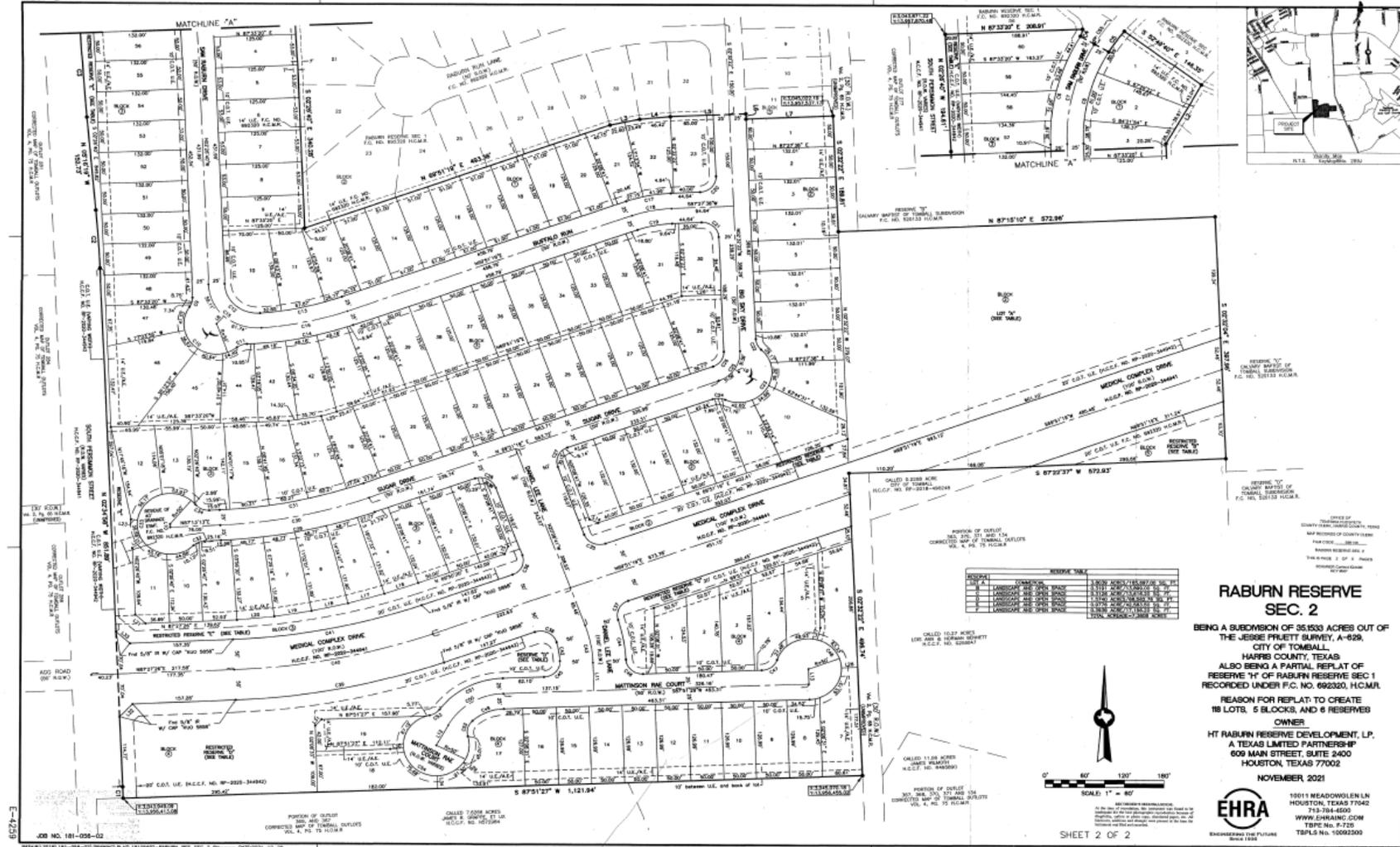
BEING A SUBDIVISION OF 135,0452 ACRES OUT
OF THE JESSE PRALETT SURVEY, A-629,
CITY OF TOMBALL,
HARRIS COUNTY, TEXAS,
ALSO BEING A PARTIAL REPLAT OF
THE CORRECTED MAP OF TOMBALL OUTLOTS
RECORDED UNDER VOL. 4, PG. 75, H.C.M.R.
135 LOTS & BLOCKS 12 RESERVES
OWNER
HT RABURN RESERVE DEVELOPMENT, LP,
A TEXAS LIMITED PARTNERSHIP
609 MAIN STREET, SUITE 2400
HOUSTON, TEXAS 77002
JULY, 2020



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

E-41-735

JOB NO. 181-056-01
PRINTED DATE: 11-05-21
DRAWING PLAT: 18105601-RABURN_RES_SEC_1
DATE: 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 "1" OF RABURN RESERVE SEC 1
RECORDED UNDER F.C. NO. 692330, H.C.M.R.

REASON FOR REPLAT: TO CREATE
18 LOTS, 5 BLOCKS, AND 6 RESERVE
OWNER
HT RABURN RESERVE DEVELOPMENT, L.P.,
A TEXAS LIMITED PARTNERSHIP
609 MAIN STREET, SUITE 3400
HOUSTON, TEXAS 77002

NOVEMBER 2021

EHRA
ENGINEERING & PLANNING
SINCE 1926

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

**EXHIBIT Q-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: \$31,601.50

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

	Improvement Area #1 Series 2020 Bonds		Improvement Area #1 Series 2022 Bonds		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Principal	Interest ²			
1/31/2023	\$ 338.35	\$ 715.13	\$ 127.82	\$ 760.04	\$ 158.01	\$ 365.91	\$ 2,465.25
1/31/2024	\$ 375.94	\$ 703.71	\$ 263.16	\$ 752.69	\$ 155.68	\$ 365.91	\$ 2,617.08
1/31/2025	\$ 375.94	\$ 691.02	\$ 263.16	\$ 737.56	\$ 152.48	\$ 365.91	\$ 2,586.07
1/31/2026	\$ 413.53	\$ 678.34	\$ 263.16	\$ 722.43	\$ 149.29	\$ 365.91	\$ 2,592.65
1/31/2027	\$ 413.53	\$ 664.38	\$ 210.53	\$ 707.29	\$ 145.90	\$ 365.91	\$ 2,507.54
1/31/2028	\$ 413.53	\$ 650.42	\$ 338.35	\$ 695.19	\$ 142.78	\$ 365.91	\$ 2,606.18
1/31/2029	\$ 451.13	\$ 636.47	\$ 255.64	\$ 675.74	\$ 139.02	\$ 365.91	\$ 2,523.90
1/31/2030	\$ 451.13	\$ 621.24	\$ 293.23	\$ 661.04	\$ 135.49	\$ 365.91	\$ 2,528.03
1/31/2031	\$ 488.72	\$ 606.02	\$ 255.64	\$ 644.17	\$ 131.77	\$ 365.91	\$ 2,492.22
1/31/2032	\$ 488.72	\$ 586.47	\$ 330.83	\$ 629.47	\$ 128.05	\$ 365.91	\$ 2,529.44
1/31/2033	\$ 526.32	\$ 566.92	\$ 330.83	\$ 610.45	\$ 123.95	\$ 365.91	\$ 2,524.36
1/31/2034	\$ 563.91	\$ 545.86	\$ 330.83	\$ 591.43	\$ 119.66	\$ 365.91	\$ 2,517.60
1/31/2035	\$ 563.91	\$ 523.31	\$ 368.42	\$ 572.41	\$ 115.19	\$ 365.91	\$ 2,509.14
1/31/2036	\$ 601.50	\$ 500.75	\$ 368.42	\$ 551.23	\$ 110.53	\$ 365.91	\$ 2,498.33
1/31/2037	\$ 639.10	\$ 476.69	\$ 406.02	\$ 530.04	\$ 105.68	\$ 365.91	\$ 2,523.43
1/31/2038	\$ 639.10	\$ 451.13	\$ 451.13	\$ 506.69	\$ 100.45	\$ 365.91	\$ 2,514.40
1/31/2039	\$ 676.69	\$ 425.56	\$ 488.72	\$ 480.75	\$ 95.00	\$ 365.91	\$ 2,532.64
1/31/2040	\$ 714.29	\$ 398.50	\$ 496.24	\$ 452.65	\$ 89.17	\$ 365.91	\$ 2,516.76
1/31/2041	\$ 751.88	\$ 369.92	\$ 533.83	\$ 424.12	\$ 83.12	\$ 365.91	\$ 2,528.79
1/31/2042	\$ 789.47	\$ 339.85	\$ 578.95	\$ 393.42	\$ 76.69	\$ 365.91	\$ 2,544.29
1/31/2043	\$ 827.07	\$ 308.27	\$ 624.06	\$ 360.14	\$ 69.85	\$ 365.91	\$ 2,555.29
1/31/2044	\$ 864.66	\$ 275.19	\$ 624.06	\$ 324.25	\$ 62.59	\$ 365.91	\$ 2,516.66
1/31/2045	\$ 902.26	\$ 240.60	\$ 706.77	\$ 288.37	\$ 55.15	\$ 365.91	\$ 2,559.05
1/31/2046	\$ 939.85	\$ 204.51	\$ 759.40	\$ 247.73	\$ 47.11	\$ 365.91	\$ 2,564.50
1/31/2047	\$ 977.44	\$ 166.92	\$ 804.51	\$ 204.06	\$ 38.61	\$ 365.91	\$ 2,557.45
1/31/2048	\$ 1,015.04	\$ 127.82	\$ 849.62	\$ 157.80	\$ 29.70	\$ 365.91	\$ 2,545.89
1/31/2049	\$ 1,052.63	\$ 87.22	\$ 939.85	\$ 108.95	\$ 20.38	\$ 365.91	\$ 2,574.93
1/31/2050	\$ 1,127.82	\$ 45.11	\$ 954.89	\$ 54.91	\$ 10.41	\$ 365.91	\$ 2,559.05
Total	\$ 18,383.46	\$ 12,607.33	\$ 13,218.05	\$ 13,845.01	\$ 2,791.69	\$ 10,245.38	\$ 71,090.91

Notes:

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.

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

² Interest on the Improvement Area #1 Series 2022 Bonds is calculated at the actual rate of the Series 2022 Bonds.

³ \$60 per lot (\$7,980 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

**EXHIBIT Q-2 – 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 Installments Due	Improvement Area #2 2022 Bonds			Improvement Area #2 Reimbursement Obligation		Additional Interest	Annual Collection Costs ³	Total Annual Installment
	Principal	Interest ¹	Capitalized Interest	Principal	Interest ²			
1/31/2023	\$ -	\$ 1,112.03	\$ (1,112.03)	\$ -	\$ -	\$ -	\$ -	\$ -
1/31/2024	\$ 254.24	\$ 1,235.59		\$ 305.08	\$ 1,337.12	\$ 116.27	\$ 267.80	\$ 3,516.10
1/31/2025	\$ 271.19	\$ 1,220.34		\$ 322.03	\$ 1,319.58	\$ 114.75	\$ 267.80	\$ 3,515.68
1/31/2026	\$ 288.14	\$ 1,204.07		\$ 347.46	\$ 1,301.06	\$ 113.14	\$ 267.80	\$ 3,521.65
1/31/2027	\$ 313.56	\$ 1,186.78		\$ 355.93	\$ 1,281.08	\$ 111.40	\$ 267.80	\$ 3,516.55
1/31/2028	\$ 330.51	\$ 1,167.97		\$ 389.83	\$ 1,260.62	\$ 109.62	\$ 267.80	\$ 3,526.34
1/31/2029	\$ 355.93	\$ 1,148.14		\$ 406.78	\$ 1,238.20	\$ 107.67	\$ 267.80	\$ 3,524.52
1/31/2030	\$ 372.88	\$ 1,126.78		\$ 440.68	\$ 1,214.81	\$ 105.64	\$ 267.80	\$ 3,528.58
1/31/2031	\$ 398.31	\$ 1,104.41		\$ 466.10	\$ 1,189.47	\$ 103.43	\$ 267.80	\$ 3,529.52
1/31/2032	\$ 423.73	\$ 1,080.51		\$ 491.53	\$ 1,162.67	\$ 101.10	\$ 267.80	\$ 3,527.33
1/31/2033	\$ 449.15	\$ 1,055.08		\$ 525.42	\$ 1,134.41	\$ 98.64	\$ 267.80	\$ 3,530.51
1/31/2034	\$ 483.05	\$ 1,028.14		\$ 550.85	\$ 1,104.19	\$ 96.02	\$ 267.80	\$ 3,530.04
1/31/2035	\$ 516.95	\$ 999.15		\$ 584.75	\$ 1,072.53	\$ 93.26	\$ 267.80	\$ 3,534.43
1/31/2036	\$ 550.85	\$ 968.14		\$ 618.64	\$ 1,038.90	\$ 90.34	\$ 267.80	\$ 3,534.66
1/31/2037	\$ 584.75	\$ 935.08		\$ 661.02	\$ 1,003.33	\$ 87.25	\$ 267.80	\$ 3,539.22
1/31/2038	\$ 618.64	\$ 900.00		\$ 711.86	\$ 965.32	\$ 83.94	\$ 267.80	\$ 3,547.57
1/31/2039	\$ 661.02	\$ 862.88		\$ 754.24	\$ 924.39	\$ 80.38	\$ 267.80	\$ 3,550.70
1/31/2040	\$ 703.39	\$ 823.22		\$ 796.61	\$ 881.02	\$ 76.61	\$ 267.80	\$ 3,548.64
1/31/2041	\$ 754.24	\$ 781.02		\$ 838.98	\$ 835.21	\$ 72.63	\$ 267.80	\$ 3,549.87
1/31/2042	\$ 796.61	\$ 735.76		\$ 906.78	\$ 786.97	\$ 68.43	\$ 267.80	\$ 3,562.36
1/31/2043	\$ 847.46	\$ 687.97		\$ 957.63	\$ 734.83	\$ 63.90	\$ 267.80	\$ 3,559.58
1/31/2044	\$ 906.78	\$ 637.12		\$ 1,016.95	\$ 679.77	\$ 59.11	\$ 267.80	\$ 3,567.53
1/31/2045	\$ 966.10	\$ 582.71		\$ 1,076.27	\$ 621.30	\$ 54.03	\$ 267.80	\$ 3,568.20
1/31/2046	\$ 1,025.42	\$ 524.75		\$ 1,152.54	\$ 559.41	\$ 48.64	\$ 267.80	\$ 3,578.56
1/31/2047	\$ 1,093.22	\$ 463.22		\$ 1,220.34	\$ 493.14	\$ 42.88	\$ 267.80	\$ 3,580.59
1/31/2048	\$ 1,161.02	\$ 397.63		\$ 1,296.61	\$ 422.97	\$ 36.78	\$ 267.80	\$ 3,582.80
1/31/2049	\$ 1,237.29	\$ 327.97		\$ 1,381.36	\$ 348.42	\$ 30.30	\$ 267.80	\$ 3,593.12
1/31/2050	\$ 1,322.03	\$ 253.73		\$ 1,466.10	\$ 268.98	\$ 23.39	\$ 267.80	\$ 3,602.03
1/31/2051	\$ 1,406.78	\$ 174.41		\$ 1,559.32	\$ 184.69	\$ 16.06	\$ 267.80	\$ 3,609.05
1/31/2052	\$ 1,500.00	\$ 90.00		\$ 1,652.54	\$ 95.03	\$ 8.26	\$ 267.80	\$ 3,613.63
Total	\$ 20,593.22	\$ 24,814.58	\$ (1,112.03)	\$ 23,254.24	\$ 25,459.41	\$ 2,213.86	\$ 7,766.10	\$ 102,989.36

Notes:

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.

¹ Interest on the Improvement Area #2 Series 2022 Bonds is calculated at the actual of the Series 2022 Bonds

[2] Interest Rate on the Improvement Area #2 Reimbursement Obligation is calculated at 5.75% which is less than 2% above the S&P Municipal Bond High Yield Index.

³ \$60 per lot (\$7,080 for Improvement Area #2) is budgeted for costs incurred by City staff for administering the PID.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt Resolution Number 2022-44, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Number 11, Improvement Area #1)

Background:

Per Chapter 372 of the Local Government Code, Resolution Number 2022-44 approves the distribution of the Preliminary Limited Offering Memorandum for Raburn Reserve Public Improvement District Number 11, Improvement Area 1 (IA1).

The Preliminary Limited Offering Memorandum (PLOM) reflects the operative provisions of the Bond Issuance Guidelines applicable to the Bonds and as described in the approved Planned Development. The PLOM is a marketing document that the underwriters will distribute to potential buyers in order to sell the PID bond. Potential buyers will utilize the document and all information contained to support the sale of the bond. All information contained is reviewed by the Underwriter, Bond Counsel, Developer, and City staff to ensure accurate information is published.

Origination: Project Management

Recommendation:

Adopt Resolution Number 2022-44 approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve PID 11, IA1)

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. 2022-44

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING THE DISTRIBUTION OF A
PRELIMINARY LIMITED OFFERING MEMORANDUM FOR ITS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1)**

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is authorized by law to issue its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1)(the “Bonds”) as set forth below; and

WHEREAS, the City Council of the City has found and determined that it is in the best interests of the City to authorize preliminary action relating to the issuance of such obligations; and

WHEREAS, the meeting at which this resolution 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS**

Section 1. THAT the City’s Financial Advisor, Hilltop Securities, Inc., Bond Counsel, Bracewell LLP, and appropriate staff of the City are hereby authorized and directed to take such action as is necessary to prepare for the sale and issuance of the Bonds to be issued for the purpose of reimbursing or constructing certain public improvements within the Raburn Reserve Public Improvement District, including paying the costs of issuing the bonds and funding certain reserve funds.

Section 2. THAT the form of the Preliminary Limited Offering Document with respect to such Bonds in substantially the form and substance presented at this meeting, is hereby approved, with such changes as may be approved by the City Manager, the City’s Financial Advisor and Bond Counsel prior to the distribution of such document to the bond market.

Section 3. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED, APPROVED, AND RESOLVED this 19th day of September 2022.

Lori Klein Quinn
Mayor

ATTEST:

Doris Speer
City Secretary

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED SEPTEMBER [22], 2022

THE BONDS ARE INITIALLY OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933) OR “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended, and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals. See “TAX MATTERS” herein, including information regarding potential alternative minimum tax consequences for corporations.

\$1,758,000*

**CITY OF TOMBALL, TEXAS,
(a municipal corporation of the State of Texas located in Harris and Montgomery Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)**

Dated Date: November 1, 2022

Interest Accrual Date: Closing Date (defined below)

Due: September 15, as shown on the inside cover

The City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1) (the “Bonds”), are being issued by the City of Tomball, Texas (the “City”). Interest on the Bonds will accrue from the Closing Date (defined below). The Bonds will be issued in fully registered form, without coupons. Beneficial ownership of the Bonds may be acquired in principal denominations of \$25,000 and in integral multiples of \$5,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 15 and September 15, commencing March 15, 2023, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by The Bank of New York Mellon Trust Company, National Association, as trustee (the “Trustee”), to DTC as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on October 3, 2022, a Master Indenture of Trust dated as of September 1, 2020 (the “Master Indenture”), and the Second Supplemental Indenture dated October 1, 2022 (the “Second Supplemental Indenture” and together with the Master Indenture, the “Indenture”), entered into by and between the City and the Trustee. The Bonds are issued on parity with the initial series of Improvement Area #1 Bonds issued in 2020 under the Master Indenture and First Supplemental Indenture in 2020 (the “Series 2020 Bonds” and, together with the Bonds and any refunding bonds, the “Improvement Area #1 Bonds”). See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS.” Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used for the purpose of (1) paying or reimbursing a portion of the Improvement Area #1 Costs, (2) funding the Bond Reserve Account of the Reserve Fund, (3) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund, (4) paying a portion of the costs incidental to the organization of the District, and (5) paying the costs of issuance of the Bonds. See “PLAN OF FINANCE” and “APPENDIX B – Form of Indenture.” The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Trust Estate, consisting primarily of revenue from the Assessments (defined herein) levied against assessable properties (the “Assessed Property”) in Improvement Area #1 (defined herein) of the Raburn Reserve Public Improvement District (the “District”), in accordance with a Service and Assessment Plan (defined herein), and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS.” The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS – Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.”

THE IMPROVEMENT AREA #1 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS AND ACCOUNTS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE IMPROVEMENT AREA #1 BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE IMPROVEMENT AREA #1 BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE IMPROVEMENT AREA #1 BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE IMPROVEMENT AREA #1 BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS.”

This cover page contains certain information for quick reference only. It is not a complete summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bracewell LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D – Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, for the City by its counsel, Olson & Olson LLP, and for the Developer by Coats Rose, P.C., counsel to the Developer. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about November 2, 2022 (the “Closing Date”).

FMSbonds, Inc.

* Preliminary, subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS**

CUSIP Prefix: _____^(a)

\$1,758,000*

CITY OF TOMBALL, TEXAS,

(a municipal corporation of the State of Texas located in Harris and Montgomery Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP No. _____^{(a)(b)(c)(d)}

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP No. _____^{(a)(b)(c)(d)}

* *Preliminary, subject to change.*

- (a) CUSIP® numbers are included solely for the convenience of Owners of the Bonds. CUSIP® is a registered trademark of the American Bankers Association. CUSIP® data herein is provided by CUSIP Global Services (“CGS”) and managed on behalf of The American Bankers Association by FactSet Research Systems Inc. CUSIP® data herein is provided by CGS and is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the City’s Financial Advisor, or the Underwriter takes any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to extraordinary optional redemption as described herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”
- (c) The Bonds maturing on and after September 15, 20__, are also subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 15, 20__, at the redemption prices set forth herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”
- (d) The Bonds are also subject to mandatory sinking fund redemption as described herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”

**CITY OF TOMBALL, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Position</u>	<u>Term Expires (May)</u>
Lori Klein Quinn	Mayor	2025
John F. Ford	Council Position 1/Mayor Pro Tem	2023
Mark Stoll	Council Position 2	2024
Dane Dunagin	Council Position 3	2025
Derek Townsend Sr	Council Position 4	2024
Randy Parr	Council Position 5	2023

CITY MANAGER
David Esquivel

ASSISTANT CITY MANAGER
Jessica Rogers

DIRECTOR OF FINANCE
Katherine Tapscott

CITY SECRETARY
Doris Speer

ADMINISTRATOR
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities Inc.

BOND COUNSEL
Bracewell LLP

UNDERWRITER'S COUNSEL
Orrick, Herrington & Sutcliffe LLP

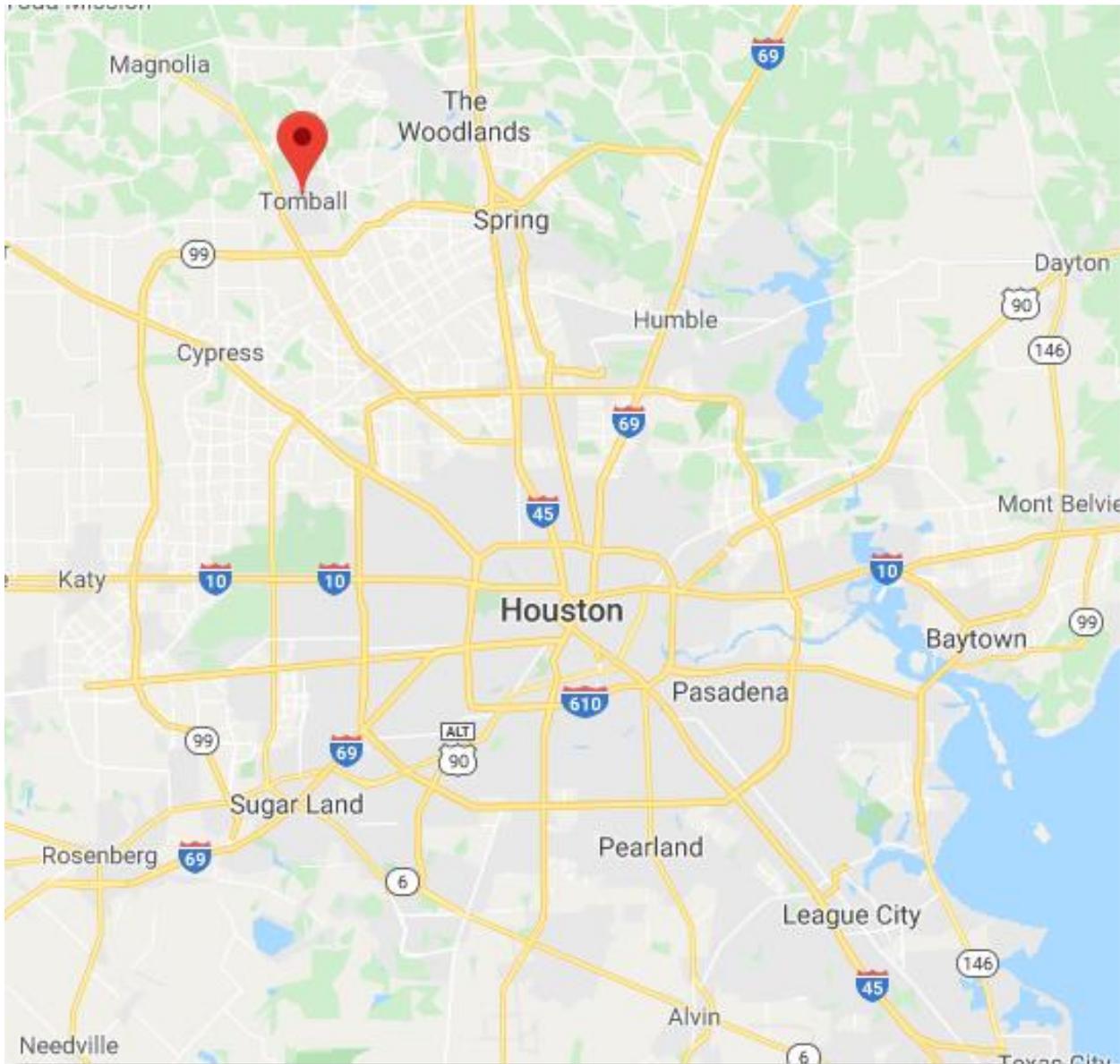
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kdubose@tomballtx.gov

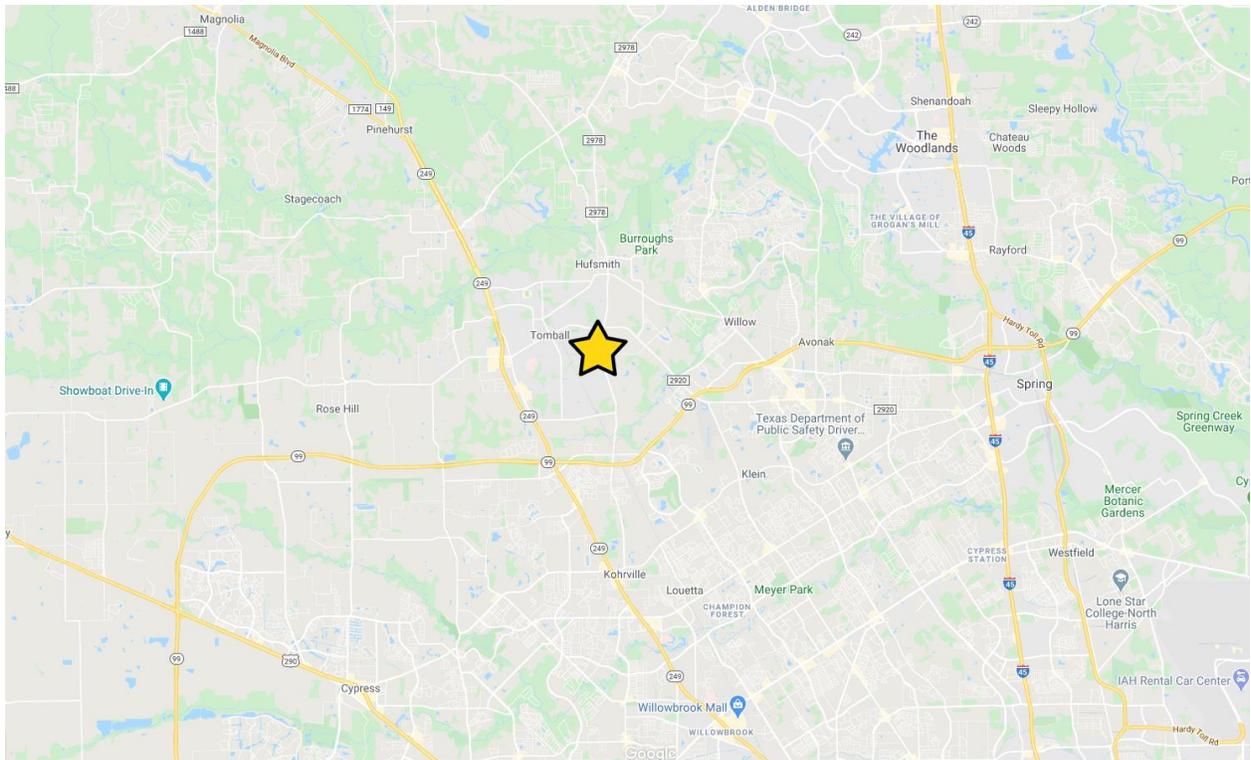
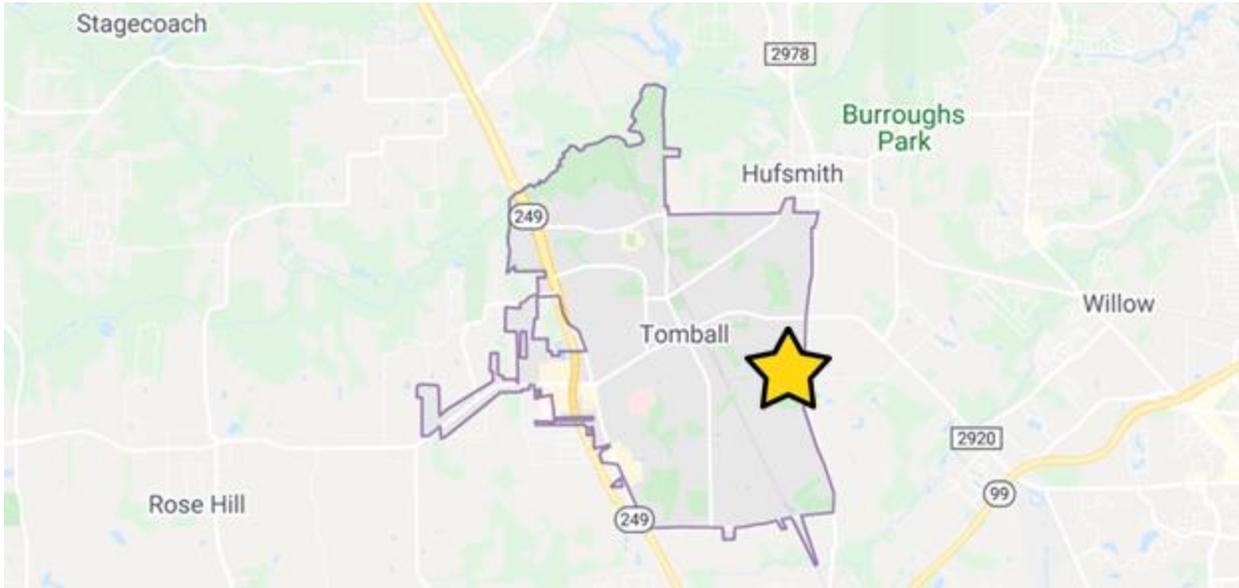
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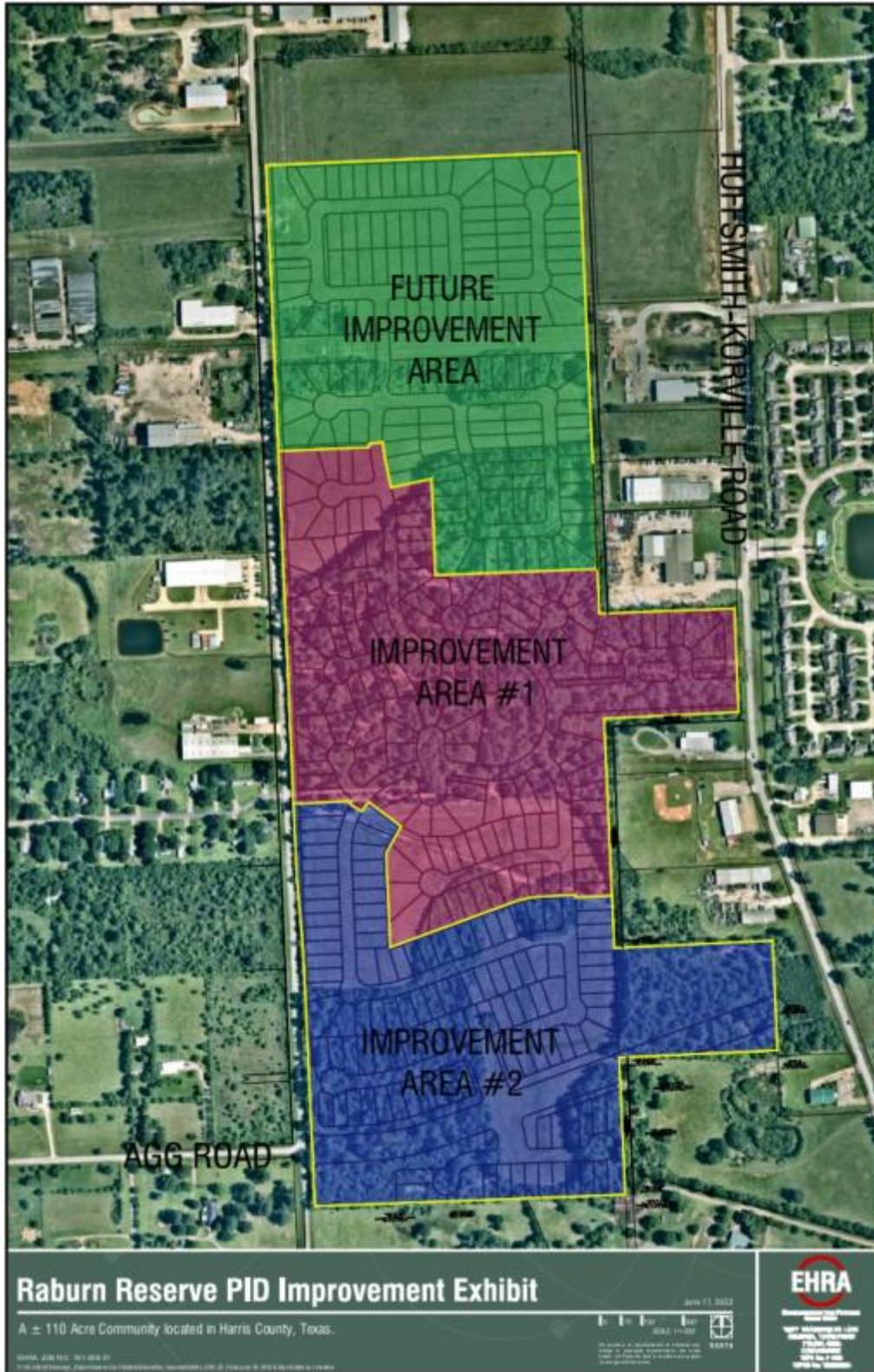
REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAPS OF THE DISTRICT



**MAP SHOWING BOUNDARIES OF IMPROVEMENT AREAS #1 AND #2 AND
THE FUTURE IMPROVEMENT AREA OF THE DISTRICT**



USE OF LIMITED OFFERING MEMORANDUM

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM (THE "RULE" OR "RULE 15C2-12"), THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS." EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS." EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY OR THE DEVELOPER FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE

UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR THE DEVELOPER PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THEIR EXPECTATIONS (OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED) CHANGE, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE – THE CITY” AND “– THE DEVELOPER,” RESPECTIVELY.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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LIMITED OFFERING MEMORANDUM

\$1,758,000*

CITY OF TOMBALL, TEXAS,

(a municipal corporation of the State of Texas located in Harris and Montgomery Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover, and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Tomball, Texas (the “City”), of its \$1,758,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1) (the “Bonds”).

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on October 3, 2022 (the “Bond Ordinance”), a Master Indenture of Trust dated as of September 1, 2020 (the “Master Indenture”), and a Second Supplemental Indenture, dated October 1, 2022 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), entered into by and between the City and The Bank of New York Mellon Trust Company, National Association, as trustee (the “Trustee”). The Bonds constitute Improvement Area #1 Bonds under the Master Indenture on parity with the initial series of Improvement Area #1 Bonds issued under the Master Indenture and First Supplemental Indenture in 2020 (the “Series 2020 Bonds”). Payment of the Bonds, the Series 2020 Bonds, and any refunding bonds issued by the City pursuant to the Master Indenture and on parity therewith (collectively, the “Improvement Area #1 Bonds”) are secured by a pledge of and a lien upon the Trust Estate (defined in the Indenture), consisting primarily of revenue from special assessments (the “Assessments”) levied pursuant to a separate ordinance adopted by the City Council on September 21, 2020 (the “Assessment Ordinance”) against assessable property (the “Assessed Property”) located within Improvement Area #1 (defined below) of the Raburn Reserve Public Improvement District (the “District”), all to the extent and upon the conditions described herein and in the Indenture. The Bonds, the Series 2020 Bonds, and any refunding bonds issued pursuant to the Master Indenture are together referred to herein as the “Improvement Area #1 Bonds.” See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS” and “ASSESSMENT PROCEDURES.”

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B – Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan (defined herein), the Development Agreement (defined herein), the Reimbursement Agreement (defined herein), HT Raburn Reserve Development L.P., a Texas limited partnership (together with its successors and assigns, the “Developer”), and P3Works, LLC (the “Administrator”), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number 214-418-1588. The form of the Indenture appears in APPENDIX B and the Service and Assessment Plan appears in APPENDIX C. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

* Preliminary, subject to change.

PLAN OF FINANCE

Development Plan

On December 4, 2019, HT Raburn Reserve Development L.P., a Texas limited partnership (the “Developer”), acquired approximately 105 acres comprising the original boundaries of the District. On December 9, 2020, the Developer acquired an additional 5 acres which were subsequently added to the District. See “THE DEVELOPER – History and Financing of the District.” The Developer is an affiliate of Hines Interests Limited Partnership, a Delaware limited partnership (together with its subsidiaries and affiliates, “Hines”), a Houston, Texas-based privately owned global real estate investment firm founded in 1957 by Gerald D. Hines. See “THE DEVELOPER.”

The Developer plans to develop the District in three phases, as reflected on the map on page iv. The Developer has completed development of the specific public improvements (the “Improvement Area #1 Improvements”) to serve the first phase of the development (“Improvement Area #1”). The total costs of the Improvement Area #1 Improvements were approximately \$5,017,795, all of which has been paid.

The Developer commenced development of the second phase of the development (“Improvement Area #2”) and the internal phase specific public improvements to serve Improvement Area #2 (the “Improvement Area #2 Improvements”) in April 2022 and expects such improvements to be complete by December 2022. Following development of Improvement Area #2, the Developer intends to, over an approximately fifteen-month period, undertake the final phase of development of internal phase specific public improvements necessary to serve the third phase of the District (the “Future Improvement Area”). See “THE DEVELOPMENT – Overview.” The boundaries of the District, Improvement Areas #1 and #2, and the Future Improvement Area are shown on page iv.

The proceeds of the Bonds will be used for the purpose of (1) paying or reimbursing a portion of the Improvement Area #1 Costs, (2) funding the Bond Reserve Account of the Reserve Fund, (3) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund, (4) paying a portion of the costs incidental to the organization of the District, and (5) paying the costs of issuance of the Bonds. See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS” and “THE IMPROVEMENT AREA #1 IMPROVEMENTS.”

Concurrently with the issuance of the Bonds, the City will deliver its \$2,430,000* Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2) (the “Improvement Area #2 Bonds”) to pay a portion of the costs of the Improvement Area #2 Improvements. The Improvement Area #2 Bonds will be secured by and payable from assessment revenues collected in Improvement Area #2. The Improvement Area #1 Bonds and the Improvement Area #2 Bonds are separate and distinct securities secured by separate assessments on assessable property in Improvement Area #1 and Improvement Area #2, respectively.

Series 2020 Bonds and the Improvement Area #1 Reimbursement Obligation

The City previously issued the Series 2020 Bonds in the aggregate principal amount of \$2,490,000 for the purposes of, among other things, paying a portion of the costs of the Improvement Area #1 Improvements. The Series 2020 Bonds are secured by the Trust Estate on parity with the Bonds.

In connection with the issuance of the Series 2020 Bonds, the City entered into a reimbursement agreement with the Developer (the “Reimbursement Agreement”) to finance a portion of the costs of the Improvement Area #1 Improvements in an amount not to exceed \$1,990,000 (the “Improvement Area #1 Reimbursement Obligation”) not paid with proceeds of the Series 2020 Bonds. Proceeds of the Bonds will be used to pay costs of the Improvement Area #1 Improvements in the approximate amount of \$1,441,565* and upon issuance of the Bonds, the Reimbursement Agreement will terminate. The remaining costs of the Improvement Area #1 Improvements and related costs in the approximate amount of \$1,715,157 were funded by the Developer from the Development Loan and will not be reimbursed by the City. See “THE DEVELOPER – History and Financing of the District.” Pursuant to the Service and Assessment Plan, the Reimbursement Agreement, and the Development Agreement, the Developer will be responsible for any costs of the Improvement Area #1 Improvements in excess of the amounts funded by the Improvement Area #1 Bonds. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS – The Development Agreement” and “APPENDIX F – Development Agreement.”

* Preliminary, subject to change.

Future Improvement Area Bonds

The City expects to issue one or more series of bonds (“Future Improvement Area Bonds”) to finance the Actual Costs of Authorized Improvements to be developed to serve the Future Improvement Area. The estimated costs of such improvements benefiting the Future Improvement Area will be determined as the Future Improvement Area is developed and the Service and Assessment Plan will be updated to identify the Authorized Improvements to be constructed within the Future Improvement Area to be financed by each series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the Future Improvement Area that benefit from the Authorized Improvements. See “THE DEVELOPMENT – Future Improvement Areas and Future Improvement Area Bonds.”

The Bonds

Proceeds of the Bonds will be used for the purposes of (1) paying or reimbursing a portion of the Improvement Area #1 Costs, (2) funding the Bond Reserve Account of the Reserve Fund, (3) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund, (4) paying a portion of the costs incidental to the organization of the District, and (5) paying the costs of issuance of the Bonds. The Bonds are issued on parity with the Series 2020 Bonds. See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS,” “SOURCES AND USES OF FUNDS,” “THE IMPROVEMENT AREA #1 IMPROVEMENTS,” and “APPENDIX B – Form of Indenture.”

Payment of the Improvement Area #1 Bonds (including the Bonds) is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of revenue from the Assessments levied and to be levied (in connection with the issuance of the Bonds) against the Assessed Property, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS” and “ASSESSMENT PROCEDURES.” **The Bonds shall never constitute an indebtedness or general obligation of the City, the State, or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State, or any other political subdivision of the State is pledged to the payment of the Bonds.**

The Improvement Area #1 Bonds, the Improvement Area #2 Bonds, and any Future Improvement Area Bonds, if issued by the City, will constitute separate and distinct issues of securities, and will be secured by separate assessments. The Bonds are separate and distinct issues of securities from the Series 2020 Bonds and any refunding bonds issued by the City in the future pursuant to the Master Indenture, but the Improvement Area #1 Bonds (including the Series 2020 Bonds and the Bonds) and the refunding bonds, if any, issued under the Master Indenture will be equally and ratably secured by the Trust Estate. No Improvement Area #2 Bonds, Future Improvement Area Bonds, or refunding bonds are offered pursuant to this Limited Offering Memorandum.

Status of Builder Contract

The Developer is under contract to sell all 391 Lots in the District to Taylor Morrison of Texas, Inc., a Texas corporation (the “Homebuilder” or “Taylor Morrison”). Pursuant to the purchase and sale contract with the Homebuilder, the Homebuilder began purchasing Lots upon substantial completion of the Improvement Area #1 Improvements and, as of July 2022, the Homebuilder had purchased 126 of the 133 Lots in Improvement Area #1. The Developer received an earnest money deposit from the Homebuilder equal to \$3,054,688. See “THE DEVELOPMENT” for more information concerning the status of Lot sales and the status of development in the District.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, and “accredited investors” as defined in Rule 501 of Regulation D promulgated under the

Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented, and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes for an indefinite period of time and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #1 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud, or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City to the Trustee pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the full faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Improvement Area #1 Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

Capitalized terms not otherwise defined in this caption have the meanings assigned to them in the Indenture. The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from the Closing Date and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 15 and September 15, commencing March 15, 2023 (each, an “Interest Payment Date”), until maturity or prior redemption. The Bank of New York Mellon Trust Company, National Association, is the initial Trustee and Paying Agent/Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons. Beneficial ownership of the Bonds may be acquired in principal denominations of \$25,000 and in integral multiples of \$5,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The City reserves the option to redeem Bonds maturing on or after September 15, 20__, in whole or any part, before their respective scheduled maturity dates, on September 15, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Bonds called for redemption plus accrued and unpaid interest to the date fixed for redemption (the “Redemption Price”).

The City, at least 45 days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Extraordinary Optional Redemption. Notwithstanding any provision in the Second Supplemental Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any Business Day, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Master Indenture or any other transfers to the Redemption Fund under the terms of the Master Indenture, including from transfers of Foreclosure Proceeds). The City direction for such redemption shall include details with regard to a corresponding reduction in the Bond Reserve Account Requirement, as contemplated by the definition thereof.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this subsection unless it has at least \$5,000 available in the Redemption Fund with which to redeem the Bonds.

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Mandatory Sinking Fund Redemption. The Bonds (referred to as “Term Bonds” below) are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__†	

\$ Term Bonds maturing September 15, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated maturity.

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by the Indenture, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as required by the Indenture.

The principal amount of the Term Bonds required to be redeemed on any redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional or extraordinary redemption provisions and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption to Owners. The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption, and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice given as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City reserves the right, in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is

rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and for which such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Additional Provisions with Respect to Redemption. If less than all of the Bonds within a maturity are to be redeemed, such Bonds shall be called by random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

If less than all of the Bonds are to be redeemed pursuant to optional or extraordinary optional redemption, such redemption shall be effected by redeeming Bonds in such manner as may be specified by the City; provided, however that in the absence of such instruction from the City by the date required for the sending of notice of redemption pursuant to the Indenture, the Bonds shall be redeemed by any method selected by the Trustee that results in a pro rata reduction of the Outstanding maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose.

Bonds may be redeemed in minimum principal amounts of \$5,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

A portion of a single Bond of an Authorized Denomination may be redeemed, but only in a principal amount equal to \$5,000 or any integral thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC participants, (2) DTC participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices for the Bonds shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest, and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest, and all other payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City, the Trustee, or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor, or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT/REGISTRAR, THE CITY'S FINANCIAL ADVISOR, OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS, OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

Use of Certain Terms in Other Sections of this Limited Offering Memorandum. In reading this Limited Offering Memorandum it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Limited Offering Memorandum to registered owners should be read to include the person for which the participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Indenture will be given only to DTC.

SECURITY FOR THE IMPROVEMENT AREA #1 BONDS

General

THE IMPROVEMENT AREA #1 BONDS (INCLUDING THE BONDS) ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE IMPROVEMENT AREA #1 BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE IMPROVEMENT AREA #1 BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT

PROVIDED IN THE INDENTURE. NO OWNER OF THE IMPROVEMENT AREA #1 BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE IMPROVEMENT AREA #1 BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE IMPROVEMENT AREA #1 BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "APPENDIX B – Form of Indenture."

The principal of, premium, if any, and interest on the Improvement Area #1 Bonds are secured by a pledge of and a lien upon the Pledged Revenues and other assets of the Trust Estate, consisting primarily of revenues from the Assessments levied against the assessable parcels or lots within Improvement Area #1 of the District, all to the extent and upon the conditions described herein and in the Indenture. Improvement Area #1 contains approximately 38.50 acres within the District. Other than Non-Benefited Property (defined in the Service and Assessment Plan), all of the property within Improvement Area #1 has been assessed. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as updated, amended and supplemented, the "Service and Assessment Plan"), which describes the special benefit received by the property within the District, including Improvement Area #1, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of the assessments (including the Assessments), and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Improvement Area #1 Bonds.

The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (defined below) of Assessments due in a given year. The determination by the City of the special assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX C – Service and Assessment Plan."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance, and other provisions of law to finance the Improvement Area #1 Improvements by levying Assessments upon properties in Improvement Area #1 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in each phase of the District, see "ASSESSMENT PROCEDURES" and "APPENDIX C – Service and Assessment Plan." The City covenanted in the Indenture that it will take and pursue all actions permissible under the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States (collectively, the "Applicable Laws") to cause the Assessments to be collected and the liens thereof to be enforced continuously. See "– Pledged Revenue Fund," "APPENDIX B – Form of Indenture" and "APPENDIX C – Service and Assessment Plan."

Pursuant to the Indenture, the following terms are assigned the following meanings:

"Annual Collection Costs" mean the actual or budgeted annual costs and expenses related to the creation and operation of the District, the issuance and sale of 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 bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of bonds, the administration of the Reimbursement Agreement, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with the issuance of bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. 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, collectively, with respect to each Assessed Property, each annual payment of (i) the Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Exhibit G to the

Service and Assessment Plan and related to the Improvement Area #1 Bonds and the Improvement Area #1 Improvements, including (i) principal, (ii) interest, (iii) Annual Collection Costs, and (iv) Additional Interest collected pursuant to Section V of the Service and Assessment Plan and deposited to the Delinquency and Prepayment Reserve Account as described in the Indenture.

“Authorized Improvements” means the improvements authorized by the PID Act which (1) will benefit all property assessed within the District, as set forth in the Service and Assessment Plan, (2) are defined as “Authorized Improvements” in the Service and Assessment Plan, and (3) are more particularly described in Section III of the Service and Assessment Plan.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Property and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing Delinquent Penalties and Interest.

“Delinquent Penalties and Interest” means any delinquent interest and delinquent penalty interest collected on a delinquent Assessment.

“Pledged Funds and Accounts” means the following funds and the accounts therein: the Pledged Revenue Fund, the Bond Fund, the Project Fund (excluding the Developer Improvement Account), the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of Improvement Area #1 Bonds.

“Trust Estate” means (i) the Pledged Revenues and all moneys and investments held in the Pledged Funds and Accounts, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired, and (ii) any and all other property or money of every name and nature which is, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned, or transferred to the Trustee as additional security under the Indenture by the City or by anyone on its behalf or with its written consent.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims, except liens and claims for State of Texas (the “State”), county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES.”

Collection and Deposit of Assessments

The Assessments on each parcel, tract, or lot which are to be collected in each year during the term of the Bonds are shown on the Assessment Roll. The Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of, premium, if any, and interest on the Improvement Area #1 Bonds (including the Bonds and the Series 2020 Bonds), as and to the extent provided in the Service and Assessment Plan and the Indenture. See “– Pledged Revenue Fund” and “APPENDIX B – Form of Indenture.”

The Assessments, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Improvement Area #1 Bonds. An Annual Installment of Assessments has been made payable in the Assessment Ordinance in each Fiscal Year preceding the date of final maturity of the Improvement Area #1 Bonds which, if collected, will be sufficient to pay the portion of the debt service requirements attributable to Assessments

in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

Any sums collected for the payment of Annual Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City has imposed Assessments on the property within Improvement Area #1 of the District to pay the principal of and interest on the Improvement Area #1 Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments are effective from the date, and strictly in accordance with the terms, of the Assessment Ordinance. Each Assessment may be paid in full or in part at any time or in periodic Annual Installments over a period of time equal to the term of the Improvement Area #1 Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments for each lot within Improvement Area #1 and allocated to the Bonds begins to accrue on the date specified in the Service and Assessment Plan and bears interest at the rate of interest on the Bonds plus the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act (the "Additional Interest Rate"). Each Annual Installment, including the interest on the unpaid amount of Assessments, will be determined by September 30 of each year and billed on or around October 15 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.003(b)(14) of the PID Act, the City will levy, assess, and collect each year while the Bonds are Outstanding and unpaid, an assessment to pay the Annual Collection Costs. The portion of each Annual Installment of an Assessment used to pay the Annual Collection Costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the levy after an annual review in any year pursuant to Section 372.015(d) of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance and shall be billed on or about October 15 of each year and shall be delinquent if not paid by February 1 of the following year. Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.

There will be no split payment of Assessments or discount for the early payment of Assessments.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the property within Improvement Area #1, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES."

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS – Assessment Limitations." There are currently no properties within Improvement Area #1 that claimed a homestead exemption prior to the levy of Assessments.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, and execution and delivery of the Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Improvement Area #1 Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Improvement Area #1 Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur. See “APPENDIX B – Form of Indenture.”

Pledged Revenue Fund

On or before February 1 provided that Pledged Revenues have been received by the City, or if not, then as soon available, of each year while the Improvement Area #1 Bonds are Outstanding, beginning February 1, 2023 (with respect to the Bonds), the City shall deposit or cause to be deposited the Pledged Revenues (which excludes, for the avoidance of doubt, that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund and the Delinquency and Prepayment Account, respectively) into the Pledged Revenue Fund which deposit shall be directed by the City to the Trustee pursuant to a City Certificate. Specifically, except as otherwise provided below with respect to Additional Interest, Prepayments, and Foreclosure Proceeds, the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority:

- (i) *first*, unless otherwise directed by a Supplemental Indenture, to be retained in the Pledged Revenue Fund amounts sufficient to pay Annual Debt Service on the Improvement Area #1 Bonds coming due in the current Bond Year;
- (ii) *second*, unless otherwise directed by a Supplemental Indenture, to the Bond Reserve Account in an amount to cause the amount in the Bond Reserve Account to equal the Bond Reserve Account Requirement;
- (iii) *third*, unless otherwise directed by a Supplemental Indenture, amounts representing Additional Interest to the Delinquency and Prepayment Reserve Account of the Reserve Fund in an amount equal to the Delinquency and Prepayment Reserve Requirement; and
- (iv) *fourth*, unless otherwise directed by a Supplemental Indenture, in accordance with the written direction of the City, to pay other costs permitted by the PID Act.

Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (i) through (iii) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Improvement Area #1 Bonds as provided in the Indenture. The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited as Additional Interest, Prepayments, or Foreclosure Proceeds as described below.

From time to time as needed to pay the obligations relating to the Improvement Area #1 Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account to be deposited, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Improvement Area #1 Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund, there are insufficient funds to make the payments provided above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Improvement Area #1 Bonds.

Notwithstanding the above described flow of funds, the Trustee shall deposit (a) Additional Interest to the Pledged Revenue Fund and shall transfer all or a portion of such Additional Interest to the Delinquency and Prepayment Reserve Account (up to the Delinquency and Prepayment Reserve Requirement); (b) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund; and (c) the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds (i) first to restore any transfers from the Bond Reserve Account of the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate (up to the Bond Reserve Account Requirement); (ii) second, to restore any transfers from the Delinquency and Prepayment Reserve Account made with respect to the Assessed Property to which the Foreclosure Proceeds relate (up to the Delinquency and Prepayment Reserve Requirement); and (iii) third, to the Redemption Fund. Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until the Delinquency and Prepayment Reserve Requirement is met and then to the Administrative Fund.

After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Improvement Area #1 Bonds, and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Delinquency and Prepayment Reserve Account), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

Bond Fund

No later than on each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Improvement Area #1 Bonds.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth above, the Trustee shall withdraw *first* from the Delinquency and Prepayment Reserve Account of the Reserve Fund and *second* from the Bond Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Project Fund

Money on deposit in the Improvement Account, Developer Improvement Account, and Cost of Issuance Account of the Project Fund shall be used for the purpose of paying a portion of the Actual Costs of the Improvement Area #1 Improvements pursuant to a Certificate of Payment submitted by the Developer.

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Improvement Area #1 Bonds pursuant to one or more City Certificates or pursuant to a closing memo prepared by the City's financial advisor at closing of each series of Improvement Area #1 Bonds. Moneys disbursed to the Developer at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request. Any funds in the Costs of Issuance Account not needed to pay costs of issuance shall be transferred to (i) the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #1 Improvements or (ii) to the Principal and Interest Account of the Bond Fund and used to pay interest on the Improvement Area #1 Bonds, as directed by the City.

Except as otherwise provided in the Indenture, money on deposit in the Developer Improvement Account and the Improvement Account of the Project Fund shall be used solely to pay the costs of the Improvement Area #1 Improvements. Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment

for the costs set forth therein, from the following accounts in the following priority, until monies are no longer available therein: (1) first, from the Improvement Account of the Project Fund and (2) second, from the Developer Improvement Account of the Project Fund. Except as provided in the Indenture, money on deposit in the Improvement Account shall be used solely to pay the costs set forth in the applicable Certificate for Payment. Except as provided in the Indenture, money on deposit in the Developer Improvement Account shall be used solely to pay costs set forth in the applicable Certificate for Payment.

If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #1 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the Improvement Account shall be transferred to the Redemption Fund to redeem Improvement Area #1 Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture and the Improvement Account shall be closed.

If the City Representative determines in his or her sole discretion that amounts then on deposit in the Developer Improvement Account of the Project Fund are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #1 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Developer Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Developer Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate to be on deposit in the Developer Improvement Account shall be transferred and released to the Developer pursuant to the Indenture.

Upon the filing of a City Certificate stating that all Improvement Area #1 Improvements have been completed and that all costs thereof have been paid, or that any such costs are not required to be paid from the Developer Improvement Account pursuant to a Certificate for Payment, the Trustee (i) shall transfer and release the amounts remaining in the Developer Improvement Account to the Developer pursuant to the Indenture; and (ii) shall close the Developer Improvement Account.

Any amounts in the Developer Improvement Account to be transferred and released shall be irrevocably and unconditionally transferred and released to the Developer, or to the Developer's successors and assigns or designees as identified in a written notice from the Developer to the Trustee and the City.

Upon the filing of a City Certificate stating that all Improvement Area #1 Improvements have been completed and that all Improvements Area #1 Costs have been paid, or that any such costs are not required to be paid from the Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee, and shall close the Improvement Account of the Project Fund.

Redemption Fund

Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds pursuant to optional redemption, extraordinary option redemption, and mandatory sinking fund redemption as provided in a Supplemental Indenture.

The Trustee shall cause to be deposited to the Redemption Fund from Prepayments and Foreclosure Proceeds received by the Trustee an amount sufficient to redeem Improvement Area #1 Bonds pursuant to the extraordinary optional redemption as set forth in a Supplemental Indenture. If after such transfer, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Improvement Area #1 Bonds to the date fixed for redemption of the Improvement Area #1 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Delinquency and Prepayment Reserve Account, transfer an amount

equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #1 Bonds.

The Trustee shall, to the extent sufficient funds are available from the Pledged Revenues received by the Trustee and not otherwise disbursed in accordance with the provisions of the Master Indenture, cause to be deposited to the Redemption Fund from Pledged Revenues and pursuant to any transfers made pursuant to the Indenture, an amount sufficient to redeem Improvement Area #1 Bonds pursuant to optional redemption, extraordinary optional redemption, or mandatory sinking fund redemption as provided in a Supplemental Indenture at the direction of the City.

Bond Reserve Account

Pursuant to the Master Indenture, a Bond Reserve Account has been created within the Reserve Fund for the benefit of the Improvement Area #1 Bonds and held by the Trustee and funded with proceeds of the Improvement Area #1 Bonds in the amount of the Bond Reserve Account Requirement. As of the Closing Date, the Bond Reserve Account Requirement is equal to \$_____. A deposit from proceeds of the Bonds on the Closing Date together with funds currently on deposit in the Bond Reserve Account will equal the Bond Reserve Account Requirement.

The City agrees with the Owners of the Improvement Area #1 Bonds to accumulate, and when accumulated, maintain in the Bond Reserve Account, an amount equal to not less than the Bond Reserve Account Requirement. As noted below, all amounts deposited in the Bond Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund in the event of any deficiency in such Principal and Interest Account on any Interest Payment Date or any date on which principal of the Improvement Area #1 Bonds is due.

Whenever a transfer is made from the Bond Reserve Account to the Principal and Interest Account of the Bond Fund due to a deficiency in the Principal and Interest Account, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Bond Reserve Account exceeds the Bond Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to (i) the Principal and Interest Account, (ii) the Redemption Fund, or (iii) the Administrative Fund, as set forth in the City Certificate. The excess amounts transferred from the Bond Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Improvement Area #1 Bond Proceeds (including investment earnings on such proceeds) and, second, from amounts that are Improvement Area #1 Bond proceeds (including investment earnings on such proceeds).

At the final maturity of the Improvement Area #1 Bonds, the amount on deposit in the Bond Reserve Account shall be transferred to the Principal and Interest Account or the Redemption Fund, as applicable, and applied to the payment of the principal of the Improvement Area #1 Bonds.

If, after a Bond Reserve Account withdrawal, the amount on deposit in the Bond Reserve Account is less than the Bond Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Bond Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

At the final maturity of the Improvement Area #1 Bonds, the amount on deposit in the Bond Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Improvement Area #1 Bonds.

If the amount held in the Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund and the Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Improvement Area #1 Bonds on the next Interest Payment Date, together with the unpaid interest accrued

on such Improvement Area #1 Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Improvement Area #1 Bonds as of such Interest Payment Date.

Whenever Improvement Area #1 Bonds are to be redeemed with the proceeds of Prepayments, a proportionate amount in the Bond Reserve Account shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Improvement Area #1 Bonds as detailed in a City Certificate. The amount so transferred from the Bond Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Bond Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Bond Reserve Account prior to redemption, and (ii) the Bond Reserve Account Requirement after such redemption; provided, however, no such transfer from the Bond Reserve Account shall cause the amount on deposit therein to be less than the Bond Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Improvement Area #1 Bonds, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Improvement Area #1 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Delinquency and Prepayment Reserve Account, transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #1 Bonds.

Delinquency and Prepayment Reserve Account

In addition to the initial deposit to the Delinquency and Prepayment Reserve Account of the Reserve Fund as set forth in a Supplemental Indenture, Additional Interest shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until such time that the amount on deposit in the Delinquency and Prepayment Reserve Account is at least equal to the Delinquency and Prepayment Reserve Requirement. Whenever, at the written request of the City Representative, on any Interest Payment Date or on any other date, the amount in the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The City shall direct the Trustee in writing to transfer the amounts of such excess in the Delinquency and Prepayment Reserve Account to (i) the Bond Reserve Account to restore any deficiency in the Bond Reserve Account up to the Bond Reserve Account Requirement, (ii) the Administrative Fund for payment of Annual Collection Costs (in compliance with the Indenture), or (iii) to the Redemption Fund to be used to redeem Improvement Area #1 Bonds. The excess amounts transferred from the Delinquency and Prepayment Reserve Account of the Reserve Fund to the Administrative Fund will be presumed to have been transferred, first, from sources other than Improvement Area #1 Bond Proceeds (including investment earnings on such proceeds) and, second, from amounts that are Improvement Area #1 Bond proceeds (including investment earnings on such proceeds). In the event that the Trustee does not receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve funds within forty-five (45) days of providing notice to the City of such excess Delinquency and Prepayment Reserve amount, the Trustee shall transfer the excess Delinquency and Prepayment Reserve amount to the Redemption Fund and provide the City with written notification of the transfer.

Whenever Improvement Area #1 Bonds are to be redeemed with the proceeds of Prepayments, if there are insufficient funds in the Redemption Fund from such Prepayments to redeem the Bonds on their redemption date, the Trustee shall, to the extent sufficient funds are available in the Delinquency and Prepayment Reserve Account, transfer funds from the Delinquency and Prepayment Reserve Account to the Redemption Fund in the amount of the deficiency and such funds shall be used to redeem Improvement Area #1 Bonds.

Administrative Fund

The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to this paragraph.

Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Master Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND IS NOT SECURITY FOR THE IMPROVEMENT AREA #1 BONDS.

The Trustee shall transfer its authorized fees and expenses from the Administrative Fund to pay the foregoing unless the Trustee receives written objection from the City within ten (10) Business Days of its delivery of notice of such costs to the City. No City Certificate is necessary for the Trustee to receive compensation for the services rendered under the Indenture.

Defeasance

All Outstanding Improvement Area #1 Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Improvement Area #1 Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption of said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Improvement Area #1 Bonds to become due on such Improvement Area #1 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Improvement Area #1 Bonds to become due on such Improvement Area #1 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Improvement Area #1 Bonds are then rated, the Trustee shall have received written confirmation from each rating agency which is providing a rating on the Improvement Area #1 Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Improvement Area #1 Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Master Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Improvement Area #1 Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Improvement Area #1 Bonds on and prior to such redemption date or maturity date thereof, as the case may be, only upon receipt by the Trustee of (i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Improvement Area #1 Bonds to become due on such Improvement Area #1 Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the City’s official investment policy as approved by the City Council from time to time, and eligible for the investment of public funds by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Master Indenture:

- (i) the failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) the failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;
- (iii) the failure to make payment of the principal of or interest on any of the Improvement Area #1 Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and
- (iv) default in the performance or observance of any covenant, agreement, or obligation of the City under the Master Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Improvement Area #1 Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the aggregate outstanding principal amount of the Improvement Area #1 Bonds at the time Outstanding requesting that the failure be remedied.

An event described above will not be viewed as an Event of Default if it is in violation of any applicable state law or court order.

The City shall not be required to advance anything other than the Pledged Revenues that have been made available to the City or other assets that are part of the Trust Estate in order to avoid the Events of Default listed above.

Immediate Remedies for Default

Subject to the terms and provisions of the Master Indenture, upon the happening and continuance of any of the Events of Default described above, the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Improvement Area #1 Bonds then Outstanding may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Master Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Master Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE IMPROVEMENT AREA #1 BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Improvement Area #1 Bonds, in the selection of Trust Estate assets to be used in the payment of Improvement Area #1 Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation, or sale.

Whenever moneys are to be applied pursuant to the Indenture following an Event of Default, irrespective of and whether other remedies authorized under the Master Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms, as the Trustee may deem appropriate, and as may be required by Applicable Laws and apply the proceeds thereof in accordance with the provisions of this paragraph. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit, or proceeding at law or in equity for the enforcement of the Master Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of at least 25% of the aggregate principal amount of the Improvement Area #1 Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as required by the Master Indenture, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers thereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Improvement Area #1 Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Improvement Area #1 Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Master Indenture by its, his, or their action or to enforce any right thereunder except in the manner provided therein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided therein and for the equal benefit of the registered owners of all Improvement Area #1 Bonds then Outstanding. The notification, request, and furnishing of indemnity set forth above shall be conditions precedent to the execution of the powers and trusts of the Master Indenture and to any action or cause of action for the enforcement of the Master Indenture or for any other remedy thereunder.

Subject to provisions of the Master Indenture with respect to certain liabilities of the City, nothing in the Master Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Improvement Area #1 Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Improvement Area #1 Bond issued under the Master Indenture to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Improvement Area #1 Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Master Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee, and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys After Event of Default

All moneys, securities, funds, and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Master Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Master Indenture during the continuance of an Event of Default shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Improvement Area #1 Bonds, as follows:

(i) *First:* To the payment to the registered owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered owners entitled thereto, without any discrimination or preference; and

(ii) *Second:* To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Improvement Area #1 Bonds, or Redemption Price of any Improvement Area #1 Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Improvement Area #1 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Improvement Area #1 Bonds that are Outstanding in proportion to the quantity of Improvement Area #1 Bonds that are currently due and in default under the terms of the Master Indenture.

The restoration of the City to its prior position after any and all defaults have been cured shall not extend to or affect any subsequent default under the Master Indenture or impair any right consequent thereon.

Investment of Funds

Money in any Fund established pursuant to the Master Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) Business Days in advance of the making of such investment in time deposits, other bank deposit products, or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Chapter 2256 Texas Government Code, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times set forth in the Master Indenture. Such investments shall be valued each year in terms of current market value as of September 30 and on each Interest Payment Date (for the purpose of determining excess funds pursuant to the Master Indenture). For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, the Trustee shall hold monies held by it uninvested. Any obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Master Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts.

The Trustee and its affiliates may act as sponsor, advisor, depository, principal, or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment if approved by the City in writing. The Trustee shall not incur any liability for losses arising from any investments made pursuant to the Master Indenture. The Trustee shall not be required to determine the suitability or legality of any investments and may conclusively rely on the City's written instructions of the directed investments.

Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding, and disposing of investments, notwithstanding provisions in the Master Indenture for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee thereunder,

provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in the Master Indenture.

The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee under the Master Indenture; and the Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from the City. No monthly cash transaction statement will be provided if no activity occurred during such month, so long as the Trustee is providing online access.

The Trustee may conclusively rely on City Certificates that such an investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Against Encumbrances

Other than Improvement Area #1 Bonds issued pursuant to the terms of the Master Indenture, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance, or charge upon the Trust Estate, or upon any other property pledged under the Master Indenture, except the pledge created for the security of the Improvement Area #1 Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #1 Bonds.

So long as Improvement Area #1 Bonds are Outstanding under the Master Indenture, the City shall not issue any bonds, notes, or other evidences of indebtedness, other than Improvement Area #1 Bonds authorized as set forth in the Master Indenture, and bonds issued to refund all or a portion of the Improvement Area #1 Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under the Master Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #1 Bonds.

Conditions Precedent to Issuance of Improvement Area #1 Bonds

Each series of Improvement Area #1 Bonds shall be issued and delivered only upon delivery to the Trustee of the following:

- (i) Certified copy of a Supplemental Indenture authorizing the issuance thereof and specifying the terms and provisions of such Improvement Area #1 Bonds as required by the Master Indenture; and
- (ii) Certificate of the City stating that (A) all conditions precedent to the issuance of the Improvement Area #1 Bonds specified in the Master Indenture and in any Supplemental Indenture have been satisfied, and (B) the City is not in default in any covenant, representation, warranty, or provisions of the Master Indenture or of any Supplemental Indenture unless such default will be cured by the issuance of the proposed Improvement Area #1 Bonds; and
- (iii) City Certificates executed by an Authorized Officer of the City directing the application of the proceeds of the Improvement Area #1 Bonds.

No Improvement Area #1 Bonds shall be issued pursuant to a Supplemental Indenture unless the value to lien ratio of the Assessments to the value of the Assessed Property for each series of Improvement Area #1 Bonds equals at least 3:1, as determined by the City.

Additional Parity Obligations; Other Obligations or Other Liens

The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

So long as Improvement Area #1 Bonds are Outstanding under the Master Indenture, the City shall not issue any bonds, notes, or other evidences of indebtedness, other than Improvement Area #1 Bonds issued pursuant to a Supplemental Indenture, secured by any pledge of or other lien or charge on the Trust Estate pledged under the Master

Indenture, other than (i) a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #1 Bonds, or (ii) refunding bonds issued to refund all or a portion of the Improvement Area #1 Bonds.

Other than bonds issued to refund all or a portion of the Improvement Area #1 Bonds, the City will not create or voluntarily permit to be created any debt, lien, or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of the Master Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Master Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds and Accounts; provided, however, that nothing in this section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would adversely affect the ability of the City to timely pay the Annual Debt Service due and owing on the Improvement Area #1 Bonds.

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SOURCES AND USES OF FUNDS*

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$
TOTAL SOURCES	\$
Use of Funds:	
Deposit to Improvement Account of the Project Fund	
Deposit to Costs of Issuance Account of the Project Fund	
Deposit to Bond Reserve Account of the Reserve Fund	
Deposit to Delinquency and Prepayment Reserve Account of the Reserve Fund	
Underwriter's Discount ⁽¹⁾	
TOTAL USES	\$

⁽¹⁾ Includes the fee of Underwriter's Counsel.

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* To be completed upon pricing.

DEBT SERVICE REQUIREMENTS*

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

Year Ending (September 30)	Principal	Interest	Total
2023	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
Total			

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* To be completed upon pricing.

OVERLAPPING TAXES AND DEBT

The land within Improvement Area #1 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities. Such taxes are payable in addition to the Assessments. In addition, the Developer anticipates that each Lot owner in Improvement Area #1 of the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association of approximately \$1,000 per year.

The City, Harris County, Harris County Department of Education, Harris County Flood Control District, Harris County Hospital District, Lone Star College System, Port of Houston Authority, Tomball Independent School District ("Tomball ISD") and Harris County Emergency Service District #8 may each levy ad valorem taxes upon land in Improvement Area #1 of the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or assessments levied by any other taxing authorities.

The following table reflects the overlapping ad valorem tax rates levied on property located in Improvement Area #1. Improvement Area #1 will be located entirely within the corporate limits of the City and within Harris County, Harris County Department of Education, Harris County Flood Control District, Harris County Hospital District, Lone Star College System, Port of Houston Authority, Tomball ISD, and Harris County Emergency Service District #8.

Taxing Entity	Tax Year 2021 Ad Valorem Tax Rate ⁽¹⁾
The City	0.333339
Harris County	0.376930
Harris County Department of Education	0.004990
Harris County Flood Control District	0.033490
Harris County Hospital District	0.162210
Lone Star College System	0.107800
Port of Houston Authority	0.008720
Tomball ISD	1.250000
Harris County Emergency Service District #8	0.094245
Total Current Tax Rate	\$2.371724
Estimated Average Annual Assessment in Improvement Area #1 as a Tax Rate Equivalent	\$0.574069 ⁽²⁾
Estimated Total Tax Rate and Average Annual Assessment in Improvement Area #1 as a Tax Rate Equivalent	\$2.945793⁽²⁾

⁽¹⁾ As reported by the taxing entities. Per \$100 in assessed value.

⁽²⁾ Preliminary, subject to change.

As noted above, Improvement Area #1 of the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #1 of the District as of September 12, 2022, and City debt to be secured by the Assessments:

Taxing or Assessing Entity	Gross Outstanding Debt as of 9/12/22	Estimated Percentage Applicable ⁽¹⁾	Direct and Estimated Overlapping Debt ⁽¹⁾
The City (the Bonds)	\$ 1,758,000 ⁽²⁾	100.00%	\$1,758,000 ⁽²⁾
The City (Series 2020 Bonds)	2,445,000 ⁽³⁾	100.00	2,445,000
The City (General Obligation)	28,790,000	0.40140	115,549
Harris County	1,515,787,125	0.00177	26,878
Harris County Department of Education	20,185,000	0.00177	358
Harris County Flood Control District	572,875,000	0.00180	10,334
Harris County Hospital District	76,385,000	0.00180	1,378
Lone Star College District	641,405,000	0.00387	24,850
Port of Houston Authority	469,434,397	0.00182	8,535
Tomball ISD	685,985,000	0.06110	419,122
	<u>\$4,015,048,522</u>		<u>\$4,810,004</u>

⁽¹⁾ Based on certified valuations for Tax Year 2021 for the taxing entities.

⁽²⁾ Preliminary, subject to change.

⁽³⁾ As of September 15, 2022.

If land is devoted principally to agricultural use, a landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural use valuation with respect to its ad valorem taxes. None of the property in Improvement Area #1 is currently subject to an agricultural valuation. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation. See "BONDHOLDERS' RISKS – Agricultural Use Valuation and Redemption Rights."

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous five years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract. The land within Improvement Area #1 is no longer subject to an agricultural valuation, and the Developer will pay any roll-back taxes due as they are assessed.

ASSESSMENT PROCEDURES

General

Capitalized terms under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meaning given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #1 Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #1 Improvements and the land within Improvement Area #1 of the District to be subject to Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared (the "Assessment Roll"), that shows the land within Improvement Area #1 to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments into

which the Assessment is divided. The Assessment Roll was filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #1 Improvements and funding the same with Assessments. The City Council levied the Assessments related to Improvement Area #1 on September 21, 2020. Upon adoption of the Assessment Ordinance, the Assessments related to the Bonds became legal, valid, and binding liens upon the property against which the Assessments were made. Upon the issuance of the Bonds, the Service and Assessment Plan will be updated to reflect the sale of the Bonds and the Improvement Area #2 Bonds.

Under the PID Act, the costs of the Improvement Area #1 Improvements to be defrayed through Assessments may be assessed by the City against the assessable property in Improvement Area #1 of the District so long as the special benefit conferred upon the Assessed Property by the Improvement Area #1 Improvements equals or exceeds the Assessments. The costs of the Improvement Area #1 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The allocation of benefits and assessments to the benefitted land within Improvement Area #1 of the District is presented in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C – Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property within Improvement Area #1 as a result of the Improvement Area #1 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #1 Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #1 Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues and other assets of the Trust Estate, including the Assessments.

Method of Apportionment of Assessments. As set forth in the Service and Assessment Plan, the City Council has determined to allocate the cost of the Improvement Area #1 Improvements entirely to the Assessed Property by spreading the entire Assessment across all Assessed Property based on the ratio of the Estimated Buildout Value of each Assessed Property within Improvement Area #1 to the Estimated Buildout Value for all Assessed Property within Improvement Area #1.

Method of Allocation of Assessments. As set forth in the Service and Assessment Plan, the City Council initially allocated the Assessments to all Assessed Property by Lot Type. All Lots within Improvement Area #1 were determined to be Lot Type 1 Lots. As such, each Lot within Improvement Area #1 was allocated the same Assessment and all Lots within Improvement Area #1 are equally benefitted by the Improvement Area #1 Improvements. See “THE DEVELOPMENT – Overview” and Exhibit F, Improvement Area #1 Total Assessment Roll, to “APPENDIX C – Service and Assessment Plan.”

Method of 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 the 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-Benefitted 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 the 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 J to the Service and Assessment Plan for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to Section VI.B of the Service and Assessment Plan.

True-up of Assessments if Maximum Assessment Exceeded. Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type 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.

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 any 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 any Delinquent Collection Costs, prior to the change in status.

The following table provides the initial allocation of Assessments to Improvement Area #1 Parcels.

Expected Allocation of Assessments ⁽¹⁾

Planned Lot Type	Planned Number of Lots ⁽²⁾	Est. Buildout Value per Lot ⁽²⁾	Total Estimated Buildout Value ⁽³⁾	Maximum Assessment per Lot ⁽⁴⁾	Total Assessment per Lot Type	Estimated Average Annual Installments per Lot ⁽⁵⁾	Tax Rate Equivalent per \$100/AV (Completed Homes)
50’ x 125’	133	\$442,000	\$58,786,000	\$31,602	\$4,203,000	\$2,537	\$0. 574069

⁽¹⁾ Preliminary, subject to change. Derived from information in the Service and Assessment Plan.

⁽²⁾ Provided by the Developer.

⁽³⁾ Obtained from the Service and Assessment Plan.

⁽⁴⁾ Preliminary, subject to change. Pursuant to the Service and Assessment Plan, the Maximum Assessment that can be levied on a Lot within Improvement Area #1 is the amount calculated pursuant to the assessment methodology described in Section V.A of, and shown in Exhibit J to, the Service and Assessment Plan. See “OVERLAPPING TAXES AND DEBT – Overlapping Taxes” and “APPENDIX C – Service and Assessment Plan.”

⁽⁵⁾ Derived from information in the Service and Assessment Plan. Based on Annual Installments due from 2023 to 2051 due to the anticipated release of the accounts within the Reserve Fund reducing the Annual Installment due January 31, 2052.

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties, and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS – Assessment Limitations.”

The City will covenant in the Indenture to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Assessed Property in proportion to the amount of the Annual Installments for the Parcels.

The City will covenant, agree, and warrant in the Indenture that, for so long as any Bonds are Outstanding, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement, or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

The City will generally implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Continuing Disclosure Agreement of the Issuer set forth in APPENDIX E-1 hereof and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are billed in each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment	Cumulative	Cumulative	
<u>Received</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney’s collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each parcel consisting of payment of (i) principal, (ii) interest, (iii) Annual Collection Costs, and (iv) Additional Interest. The Annual Installments for Improvement Area #1 may not exceed the amounts shown on the Assessment Roll. The Assessments were levied against the Parcels comprising the Assessed Property as indicated on the Assessment Roll. See “APPENDIX C – Service and Assessment Plan.”

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds, the Additional Interest, and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. See “– Assessment Methodology – Reduction of Assessments.”

The Bonds are secured by a first lien on and pledge of the Trust Estate, including revenue from the Assessments. See “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS” and “APPENDIX C – Service and Assessment Plan.”

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a “Prepayment”) all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Improvement Area #1 Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Mandatory Prepayments. If (i) Assessed Property is transferred to a person or entity that is exempt from the payment of the Assessment under applicable law, or (ii) an owner of Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner of such Assessed Property shall pay to the City the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs, prior to any such transfer or act (a “Mandatory Prepayment”), in accordance with the Service and Assessment Plan.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district, or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest and any Prepayment Costs to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event, there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

The City will covenant in the Indenture to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX B – Form of Indenture. See also “APPENDIX E-1 – Form of Disclosure Agreement of the Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

THE CITY

Location and Size

The City is located in Harris and Montgomery Counties and is approximately 32 miles northwest of the City of Houston on FM Road 2920. The City covers approximately 12.32 square miles.

Population

The Federal Decennial Census information is provided below. The City estimates its 2022 population to be 12,341.

<u>Federal Decennial Census</u>					
<u>1970</u>	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>
2,734	3,996	6,370	9,089	10,753	12,341

City Government

The City is a municipal corporation of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in July of 1933 and first adopted its Home Rule Charter on January 17, 1987. The City operates under a Council-City Manager form of government with a City Council comprised of the Mayor and five Council members elected to serve three-year terms. The Mayor is the official head of City government, and the City Manager acts as the chief administrative officer. The City provides a number of services, including water, sanitary sewer collection and treatment, gas service, police, fire, maintenance of streets and drainage, municipal court, a community center, and parks.

The current members of the City Council and their respective expiration of terms of office, as well as the principal administrators of the City, are noted on page i. See "APPENDIX A – General Information Regarding the City" for more information.

Transportation and Utilities

The City is served by a Burlington Northern system affiliate, with rail spur connections available, and is also served by an Arrow-Trailways bus line. Commercial air service is afforded by the George Bush Intercontinental Airport, William P. Hobby Airport and David Wayne Hooks Memorial Airport, approximately 25 miles, 40 miles and 2 miles from the City, respectively. FM 2920, a four-lane highway, connects the City to Interstate 45 and State Highway 290.

Electricity is supplied by CenterPoint and natural gas by the City. The City supplies potable water from six water wells, five of which are currently in operation, and also provides two wastewater collection and treatment facilities.

Education and Health Care

The City is served by the schools of Tomball Independent School District ("Tomball ISD"). According to its website, Tomball ISD spans 83 square miles in northwest Harris County and southwest Montgomery County, and over 18,000 students in grades pre-kindergarten through 12 across 20 campuses. The district operates two comprehensive high schools, an accelerated high school, six middle schools, 11 elementary schools, a special programs center and an early childcare center. According to the Texas Education Agency annual school report cards, Tomball ISD was rated as "A" for 2018-2019. (The categories for public school districts and public schools are A, B, C, D or F).

Higher education facilities in the area include Lone Star College – Tomball which is a 145-acre campus offering Associate of Applied Science and Associate of Arts Degrees. Other colleges and universities within commuting distance include Houston Baptist University, Prairie View A&M University, Rice University, St. Thomas

University, Sam Houston State University, Texas A&M University, Texas Southern University, and the University of Houston.

The City is served by the non-profit acute general care hospital, Tomball Regional Hospital. Tomball Regional Hospital includes complete diagnostic facilities, a cardiac care unit, 24-hour emergency room, outpatient surgery center, a birthing center, a sports medicine center, home health care and the Texas Wound and Lymphedema Center. Also included with the hospital is The Heritage Retirement Community, which offers independent assisted living, comprehensive living and an Adult Daybreak Center. The City is also served by the for-profit long-term acute care hospital Kindred Hospital. The facility provides intensive care services, endoscopy suites, in-house radiology with CT, hyperbaric oxygen chambers, and 24-hour in-house physician coverage.

City Regulation of Oil and Gas Wells

In 2008, the City enacted an ordinance prohibiting, without a permit, the drilling or deepening of any well, or the conducting of any seismic activity, within 1,000 feet of any residence, building, or other structure intended for human occupancy without a permit. This applies to wells drilled after September 2, 2008 and does not apply to any fully drilled wells in existence prior to September 2, 2008. Accordingly, there are several producing wells within the City limits; although, none in the District. See also “THE DEVELOPMENT – Existing Mineral and Groundwater Rights.”

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by Resolution No. 2019-41 of the City adopted on October 7, 2019, as amended and restated on November 4, 2019 and December 7, 2020 (the “Creation Resolution”) in accordance with the PID Act for the purpose of undertaking and financing, in phases, the costs of certain public improvements within the District, including the Improvement Area #1 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed. The District is not a separate political subdivision of the State and is governed by the City Council. Maps of the property within the District are included on pages iii-iv hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction, or improvement of the Improvement Area #1 Improvements. See “THE IMPROVEMENT AREA #1 IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, reimbursement, acquisition or purchase of certain improvements within the District, which include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the PID Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the

district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. The City has determined to finance a portion of the costs thereof through the issuance of the Bonds, and to provide for the payment of debt service on the Bonds from the Trust Estate. See “ASSESSMENT PROCEDURES” and “APPENDIX C – Service and Assessment Plan.”

THE IMPROVEMENT AREA #1 IMPROVEMENTS

General

The Developer plans to develop the District in three phases, as reflected on the map on page iv. The Developer has completed development of the Improvement Area #1 Improvements to serve Improvement Area #1. The Developer commenced development of the Improvement Area #2 Improvements in Improvement Area #2, the second phase of the development, in April 2022 and expects such improvements to be completed by December 2022. Following development of Improvement Area #2, the Developer intends to, over an approximately fifteen-month period, undertake the final phase of development of internal phase specific public improvements necessary to serve the third phase in the Future Improvement Area. The boundaries of the District, Improvement Areas #1 and #2, and the Future Improvement Area are shown on page iv.

The Improvement Area #1 Improvements

A portion of the proceeds of the Series 2020 Bonds were used to pay a portion of the costs of the Improvement Area #1 Improvements. A portion of the Bonds will be used to pay an additional portion of the costs of the Improvement Area #1 Improvements representing payment of the outstanding Improvement Area #1 Reimbursement Obligation. The Improvement Area #1 Improvements are complete, were designed and constructed in accordance with City standards, and have been accepted for ownership and operation by the City. See “PLAN OF FINANCE – Series 2020 Bonds and the Improvement Area #1 Reimbursement Obligation.”

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The following table reflects the total costs of the Improvement Area #1 Improvements and their allocation between proceeds of the Series 2020 Bonds, the Bonds, and the Developer contribution. Also reflected are the costs of the Improvement Area #2 Improvements, a portion of which are being funded with the proceeds of the Improvement Area #2 Bonds. See “PLAN OF FINANCE – Development Plan” and “APPENDIX C – Service and Assessment Plan.”

Authorized Improvements	Total Costs [a]	Improvement Area #1		Improvement Area #2	
		%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>					
Streets [b]	\$ 1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -
Water	212,679	100.00%	212,679	0.00%	-
Wastewater	499,294	100.00%	499,294	0.00%	-
Detention, Clearing and Grubbing [c]	1,362,175	100.00%	1,362,175	0.00%	-
Natural Gas	150,840	100.00%	150,840	0.00%	-
Soft Costs [d]	910,656	100.00%	910,656	0.00%	-
	<u>\$ 5,017,795</u>		<u>\$ 5,017,795</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>					
Streets[b]	\$ 1,961,714	0.00%	\$ -	100.00%	\$ 1,961,714
Water	435,468	0.00%	-	100.00%	435,468
Wastewater	374,869	0.00%	-	100.00%	374,869
Detention, Clearing and Grubbing [c]	364,958	0.00%	-	100.00%	364,958
Natural Gas	235,000	0.00%	-	100.00%	235,000
Soft Costs [d]	769,942	0.00%	-	100.00%	769,942
	<u>\$ 4,141,950</u>		<u>\$ -</u>		<u>\$ 4,141,950</u>
<i>First Year Annual Collection Costs</i>					
	<u>\$ 91,600</u>		<u>\$ 60,000</u>		<u>\$ 31,600</u>
	\$ 91,600		\$ 60,000		\$ 31,600
<i>Series 2020 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 156,000		\$ 156,000		\$ -
Capitalized Interest	87,237		87,237		-
Deposit to Delinquency and Prepayment Reserve	12,450		12,450		-
Underwriter's Discount	100,000		100,000		-
Cost of Issuance	168,240		168,240		-
	<u>\$ 523,927</u>		<u>\$ 523,927</u>		<u>\$ -</u>
<i>Series 2022 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 257,365		\$ 69,745		\$ 187,620
Capitalized Interest	131,220		-		131,220
Deposit to Delinquency and Prepayment Reserve	20,940		8,790		12,150
Underwriter's Discount	200,000		100,000		100,000
Cost of Issuance	309,400		137,900		171,500
Rounding	356		-		356
	<u>\$ 919,281</u>		<u>\$ 316,435</u>		<u>\$ 602,846</u>
<i>Improvement Area #2 Additional Bond Issuance Costs [e]</i>					
Debt Service Reserve Fund	\$ 103,106		\$ -		\$ 103,106
Capitalized Interest	-		-		-
Deposit to Delinquency and Prepayment Reserve	13,720		-		13,720
Underwriter's Discount	101,042		-		101,042
Cost of Issuance	187,892		-		187,892
Rounding	-		-		-
	<u>\$ 405,761</u>		<u>\$ -</u>		<u>\$ 405,761</u>
Total	\$ 11,100,314		\$ 5,918,157		\$ 5,182,157

Footnotes:

- [a] Costs pursuant to EHRA Engineering's Preliminary Cost Estimate with estimates for IA#2 updated as of 8/2/2022.
- [b] Roadway includes excavation, paving, clearing, grubbing and site prep.
- [c] Includes on and off-site costs as well as storm water pollution prevention plan.
- [d] Soft Costs include engineering fees, geotech and construction materials testing fees and construction staking fees.
- [e] The Bond Issuance Costs associated with the Improvement Area #2 Additional Bonds are preliminary estimates.

The costs of the Improvement Area #1 Improvements are 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 and were approved by the City Council as part of the Service and Assessment Plan. See “APPENDIX C – Service and Assessment Plan.”

The Improvement Area #1 Improvements consist of the following:

Street Improvements. Improvements including subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights; all related earthwork, excavation, erosion control, and retaining walls; and intersections, signage, lighting, and re-vegetation of all disturbed areas within the right-of-way. These projects will provide access to community roadways and state highways. The street improvements were designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements. 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 include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #1. The water improvements were designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Wastewater Improvements. Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines include the necessary appurtenances to be fully operational extending wastewater services to the limits of Improvement Area #1. The wastewater improvements were designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Detention, Clearing and Grubbing Improvements. 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 include the necessary appurtenances to be fully operational to convey stormwater to the limits of Improvement Area #1. The drainage improvements were 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. Improvements include excavation and embedment, trench safety, plastic piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, and erosion control. These include the necessary appurtenances to be fully operational to convey natural gas to the limits of Improvement Area #1. The natural gas improvements were 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 Improvement Area #1 Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, District Formation Expenses, and contingency.

Ownership and Maintenance of Improvements

All Improvement Area #1 Improvements were designed and constructed in accordance with City standards and will be owned and operated by the City. A homeowners' association will maintain the amenities. See "THE DEVELOPMENT – Amenities."

The Development Agreement

The Developer entered into a Raburn Reserve Development Agreement, dated effective October 7, 2019, with the City, as amended by the first amendment thereto effective June 15, 2020 (as amended, the "Development Agreement"), to establish provisions for the apportionment, levying, and collection of assessments on the property within the District, the construction of the Authorized Improvements (as defined in the PID Act), reimbursement, acquisition, ownership and maintenance of certain public improvements within the District, including the Improvement Area #1 Improvements, and the issuance of bonds secured by District assessments ("PID Bonds") for the financing of the Authorized Improvements benefitting the property within the District.

In the Development Agreement, the Developer has agreed to undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Authorized Improvements and other improvements in the District (the "Development"). The Development Agreement provides that the Development will consist of the following elements: (i) up to 400 single family homes; (ii) 1.5-acre recreational reserve; (iii) swimming pool with dressing rooms, playground and picnic facilities; and (iv) 5% of the Development to be open space.

Under the Development Agreement, the issuance of PID Bonds is subject to the discretion of the City Council of the City and the following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

1. The maximum aggregate par amount of the PID Bonds to be issued by the City for benefit of the District shall not exceed \$15,000,000;
2. The maximum “tax rate” for the projected annual assessment for each phase shall be no greater than \$0.96 per \$100 valuation at the time of issuance of each series of PID Bonds; the tax rate limit applies on an aggregate basis for the entire property within each Phase and on an individual assessed parcel basis (including projected average sales price of the homes to be constructed on the lots);
3. Minimum value to lien ratio of at least 3:1 for each series of PID Bonds; such value shall be confirmed by an appraisal;
4. The Developer or its affiliates shall own all property within a phase of the District prior to the levy of assessments for such phase;
5. The Developer must provide evidence reasonably acceptable to the City of an executed loan document and/or private equity in an amount sufficient to complete the amenities required for the Development; and
6. The Developer shall not be in default under the Development Agreement.

Under the Development Agreement, at closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by the Developer, the Developer is required to deposit with the trustee under the applicable indenture of trust an amount equal to the difference between the costs of the Authorized Improvements and the net proceeds of the applicable series of PID Bonds.

The Development Agreement may be amended or modified in writing signed by the parties thereto. Any such amendment could affect the security for the Bonds.

This caption contains a brief summary of the Development Agreement. Potential purchasers of the Bonds should review the complete copy of the Development Agreement attached to this Limited Offering Memorandum. See “APPENDIX F – Development Agreement.”

THE DEVELOPMENT

Overview

The Development is an approximately 110-acre master planned project that is located within the corporate limits of the City, approximately 27 miles from George Bush Intercontinental Airport and approximately 34 miles from downtown Houston. The Development is located at the east side of South Persimmon Road from Lizzie Lane to Agg Road (renamed Medical Complex Drive). Plans for the Development currently include common areas, trails, open space areas and a community pool and playground center.

The Developer expects to complete the Development in three phases with full buildout currently estimated to occur in Q1 2026. The entire Development is located within the corporate limits of the City.

In December 2019, Developer acquired approximately 103 acres, comprising all of the land in the District at the time. Subsequent to the District’s initial creation, the City abandoned approximately 2 acres of right-of way property within the boundaries of the District and increased the size of the District to approximately 105 acres. In December 2020, the Developer acquired approximately 5 additional acres adjacent to the District. The City added the additional acreage into the District in December 2020. The Developer was created for the purpose of acting as the developer of the District. See “THE DEVELOPER – History and Financing of the District.”

The 5 acres added to the District in December 2020 are in the Future Improvement Area along Medical Complex Drive. The Developer is currently marketing such acreage for sale as a commercial pad.

The Developer plans to develop the District in three phases, as reflected on the map on page iv. The Developer has completed development of the Improvement Area #1 Improvements. The total costs of the Improvement Area #1 Improvements were approximately \$5,017,795, all of which has been paid.

The Developer has commenced development of the Improvement Area #2 Improvements and expects such improvements to be substantially complete by December 2022. Following development of Improvement Area #2, the Developer intends to, over an approximately fifteen-month period, undertake the final phase of development of internal phase specific public improvements necessary to serve the third phase of the District (the “Future Improvement Area”). The boundaries of the District, Improvement Areas #1 and #2, and the Future Improvement Area are shown on page iv.

The Developer’s current expectations regarding estimated home prices and value to lien ratios in Improvement Area #1 are as follows:

Estimated Home Prices in Improvement Area #1 and Value to Lien Ratios

Lot Size	Number of Lots ⁽¹⁾	Base Lot Price ⁽²⁾	Estimated Home Buildout Value ⁽³⁾	Estimated Improvement Area #1 Maximum Assessment per Lot ⁽⁴⁾	Estimated Ratio of Value of Base Lot Price to Assessment	Estimated Ratio of Value of Home Price to Assessment
50’ x 125’	133	\$67,500	\$442,000	\$31,602	2.14 : 1	13.99 : 1

- ⁽¹⁾ Based on the concept plan for the District. Derived from information in the Service and Assessment Plan.
- ⁽²⁾ Based on sales prices in the Developer’s purchase and sale agreements with Homebuilder.
- ⁽³⁾ Provided by the Developer based on comparable home prices in the area.
- ⁽⁴⁾ Preliminary, subject to change. The Service and Assessment Plan provides for a “Maximum Assessment” by Lot Type, which may not be exceeded. See “APPENDIX C – Service and Assessment Plan.”

Status of Lot Purchase and Sale Agreements

The Developer is under contract to sell all 391 Lots in the District to Taylor Morrison of Texas, Inc., a Texas corporation (the “Homebuilder” or “Taylor Morrison”). Pursuant to the purchase and sale contract with the Homebuilder, the Homebuilder began purchasing Lots upon substantial completion of the Improvement Area #1 Improvements and, as of July 2022, the Homebuilder had purchased 126 of the 133 Lots in Improvement Area #1. The Developer received an earnest money deposit from the Homebuilder equal to \$3,054,688 (the “Earnest Money”). The Earnest Money is nonrefundable and has been released to the Developer and is applied to the purchase price of Lots as they are taken down by the Homebuilder. Application of the Earnest Money to the purchase of Lots is secured by a second lien on Lots in the District. As of August 2022, the remaining balance of the Earnest Money deposit was \$2,453,980.

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Future Improvement Areas and Future Improvement Area Bonds

The Developer anticipates developing the Future Improvement Area in one additional phase following the development of Improvement Area #2. The Developer projects the following characteristics and timeline for development of the District, but such projections are subject to change based on a variety of factors, many of which are outside of the control of the Developer:

Expected Buildout of the District ⁽¹⁾

Phase	Expected/Actual Lots ⁽²⁾	Expected/Actual Lot Sizes	Expected Infrastructure Completion Date	Expected Final Sale Date of Lots to Builders
1	133	50'	Complete	December 2022
2	118	50'	December 2022	June 2024
3	140	50'	June 2024	June 2026

⁽¹⁾ Provided by the Developer.

⁽²⁾ Developer expects that the Homebuilder will designate four (4) Lots for model homes.

The City expects to issue Future Improvement Area Bonds to finance the Actual Costs of Authorized Improvements within the Future Improvement Area of the District as the development proceeds. The Future Improvement Area Bonds, if any, will be secured by separate assessments, separate and distinct from the Assessments, levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District that benefit from the Authorized Improvements being financed.

The Bonds, the Improvement Area #2 Bonds, and the Future Improvement Area Bonds, if any, are separate and distinct securities. The City has reserved the right to issue other obligations for any purpose permitted by the PID Act, including those described above, subject to the conditions discussed in “SECURITY FOR THE IMPROVEMENT AREA #1 BONDS – Additional Obligations; Other Obligations or Other Liens.”

Zoning/Permitting

Pursuant to the Development Agreement, the Developer has agreed that development of the District will be governed by the provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, including, but not limited to, zoning ordinance No. 2019-13, a planned development ordinance created for the District (“PD 12”). In the Development Agreement, the Developer consented and agreed to the zoning of the District consistent with PD 12.

Amenities

Plans for the Development currently include the following amenities: clubhouse, park, pool, playground, roads lined with trees, and cul-de-sacs. Construction of the amenities was completed in June 2022. The cost of such amenities in the approximate amount of \$2,518,134 was financed by the Developer with equity contributions and private financing. The HOA owns and maintains all amenities.

Schools

The District is located entirely within Tomball Independent School District. Students in the District are expected to attend Tomball Elementary School (EE – 4) (approximately 3.5 miles from the District), Tomball Intermediate School (5 – 6) (approximately 3 miles from the District), Tomball Junior High School (7 – 8) (approximately 2.9 miles from the District) and Tomball High School (9 – 12) (approximately 3.9 miles from the District).

GreatSchools.org rated Tomball Elementary School a 5-out-of-10, Tomball Intermediate School a 7-out-of-10, Tomball Junior High School a 7-out-of-10, and Tomball High School a 6-out-of-10. According to the Texas Education Agency annual school report cards, Tomball Elementary School was rated “C,” Tomball Intermediate

School was rated “B,” Tomball Junior High School was rated “A” and Tomball High School was rated as “B” for 2018-2019 (the last year accountability ratings were issued, due to COVID-19). (The categories for public school districts and public schools are A, B, C, D or F).

Environmental

A Phase I Environmental Site Assessment (the “Phase I ESA”) of the District was completed by InControl Technologies in August 2022. The Phase I ESA revealed no evidence of (i) recognized environmental conditions, (ii) historical recognized environmental conditions (with the exception of historical oil/gas activity), or (iii) controlled recognized environmental conditions. The Phase I ESA concluded that the property in the District is suitable for residential use and no further soil sampling was recommended.

The Developer’s field inspection reflected there were only four (4) historical oil and gas wells, all of which have been capped.

Utilities

Water and Wastewater Service. The City will provide both water and wastewater service to end users within the District. In the Development Agreement, the City, at its sole cost (but subject to the payment of any impact fees as provided in the City’s regulations), has agreed to have available water and sewer capacity sufficient to serve the completed Lots and those lots then under development.

Other Utilities. Developer expects additional utilities to be provided by: (1) Electric – CenterPoint Energy; and (2) Natural Gas – the City.

Existing Mineral and Groundwater Rights

Mineral rights within the District are owned by persons other than the Developer. However, the Developer has obtained surface waivers for all but 5 acres within the Future Improvement Area of the District. In addition, the City has adopted a drilling ordinance which restricts the drilling of wells within 1,000 feet of a home. The Developer believes that such ordinance prevents drilling within the District, including the 5 acres for which surface waivers have not been obtained. The Developer has the groundwater rights relative to the land within the District.

Although there is no exploration or production of oil, gas or other mineral or groundwater rights on the property within the District, exploration and/or production may be possible on adjacent properties. While adjacent properties may have developable mineral and groundwater rights, the City’s drilling ordinance regulates the drilling, production, and operation of oil and gas wells, the exploration associated with such operations, and the transport of hydrocarbons or wastes associated with these operations, within the regulated area of the City. Such ordinance may make it difficult for owners of such rights to develop same.

Although the Developer does not expect the above-described mineral rights, or the exercise of such rights or any other mineral rights or related real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See “BONDHOLDERS’ RISKS – Exercise of Mineral Rights.”

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THE DEVELOPER

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development. See “BONDHOLDERS’ RISKS – Dependence Upon Developer.”

Description of the Developer

Hines is a privately owned global real estate investment, development and management firm, founded in 1957, with a presence in 255 cities in 27 countries and \$83.6 billion of investment assets under management and more than 138.3 million square feet of assets for which Hines provides third-party property-level services. Currently, Hines has 171 developments underway around the world, and historically, has developed, redeveloped, or acquired 1,486 properties, totaling over 492 million square feet. The firm’s current property and asset management portfolio includes 539 properties, representing over 232 million square feet. With extensive experience in investments across the risk spectrum and all property types, and a foundational commitment to environmental, social and governance (ESG) standards, Hines is one of the largest and most respected real estate organizations in the world.

Hines has developed single-family communities since 2005, beginning with the purchase of over 600 acres in Las Colinas. Since then, 12 communities have been completed with 7 currently underway, totaling over 4,500 single-family lots in the Dallas Area. Four of Hines’ Dallas/Fort-Worth developments have used public improvement district financing, including developments in Irving, Las Colinas, and Royse City. Hines has been developing lots in the Houston area since 2014, and currently has 3 active communities in Katy, Spring, and the Heights, representing over 1,000 lots and over 10 builders. See “BONDHOLDERS’ RISKS – Dependence Upon Developer” herein.

History and Financing of the District

The Property Acquisition. The Developer was formed for the purpose, among other things, of acquiring and developing property within the District. The Developer acquired approximately 105 acres of real property comprising the initial boundaries of the District in December 2019 for \$6,459,003. In December 2020, the Developer purchased an additional approximately 5 acres (the “5-acre Purchase”) for \$250,000. Except for the liens securing the Development Loan (defined below) and a second lien securing the Homebuilder’s Earnest Money deposits, the Developer owns the Assessed Property free and clear of any liens.

The Development Financing. The Developer obtained an approximately \$13,500,000 construction/development loan (the “Development Loan”) from Texas Capital Bank (the “Development Lender”) for the purpose, among other things, of paying taxes, insurance and certain of the costs associated with the development of Improvement Area #1 and the Future Improvement Areas (including, at that time, Improvement Area #1). The rate of interest on the Development Loan is equal to the prime interest rate, plus 0.5 basis points (0.50%) and is subject to a floor rate of 6.00%. As part of the 5-acre Purchase, the Developer converted the Development Loan to a revolving facility with a capacity of \$10,000,000.

The Development Loan matures on December 4, 2022. As of August 2022, the Development Loan had a balance of approximately \$4,870,611.

The Developer intends to repay the Development Loan from, among other things, the revenue generated from sales of the Lots developed in the District and sold to the Homebuilder. The Development Loan is secured by a first lien Deed of Trust covering substantially all of the land in the District in favor of the Development Lender. In the event of a default under the Development Loan and/or related documents, the Development Lender will have the right to various remedies, including foreclosure of the Deed of Trust.

The PID Act provides that the Assessment Lien is a first and prior lien against the Assessed Property and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, the Development Lender will acknowledge the creation of the District, the levy of the Improvement Area #1 and the subordination of the liens securing its loan to the Assessment Lien. The Assessment Lien will have priority over the liens on the property within Improvement Area #1 securing the Development Loan, Earnest Money and any other loans that may be obtained by the Developer or its affiliates.

Sufficiency of Developer’s Financing. The Improvement Area #1 Improvements are complete. The total costs of the Improvement Area #1 Improvements were approximately \$5,017,795, all of which has been paid.

The total expected costs of the Improvement Area #2 Improvements equal approximately \$4,141,950. According to the Developer, the Developer’s available financing sources are sufficient to fund all of the costs of the Improvement Area #2 Improvements. The Developer’s financing sources include the Development Loan, the net proceeds of the Improvement Area #2 Bonds in the approximate amount of \$1,795,554*, an earnest money deposit from the Homebuilder in the amount of \$3,054,688, and a Developer equity contribution for the balance. As of August 2022, the balance of the earnest money deposit is \$2,453,980.

Summary of At-Risk Entities and Investments in the District Subordinate to the Assessment Lien. In order to finance the acquisition and development of the District, the Developer and certain third parties, including the Homebuilder, have expended equity or extended promissory notes that are secured by a lien on some or all of the real property within the District that are subordinate to the lien associated with the assessments securing the Improvement Area #2 Bonds. A list of the entities with at-risk capital whose position or lien is subordinate to that of the assessments securing the Improvement Area #2 Bonds is listed in the following table and more fully described in the subheadings below.

Summary of Entities with At-Risk Capital Subordinate to the Lien Securing the Improvement Area #2 Bonds

<u>At Risk Entity</u>	<u>Funding Type</u>	<u>Funding Purpose</u>	<u>Security</u>	<u>Position to Assessment Lien</u>	<u>Initial Amount</u>	<u>Outstanding Balance ⁽¹⁾</u>
Developer	Developer Equity	Land Purchase	None	Subordinate	\$4,208,754	\$2,348,754
Taylor Morrison	Earnest Money Deposit	Purchase of Lots	Lien on real property within the District	Subordinate	\$3,054,688	\$2,453,980
Texas Capital Bank	Development Loan	Land Development	Lien on real property within the District	Subordinate	\$10,000,000	\$4,870,611

⁽¹⁾ As of August 2022.

THE PID ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the Administrator. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial Administrator. The City has entered into an agreement for administration of the District with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for

* Preliminary, subject to change.

preparing the annual update to the Service and Assessment Plan. The Administrator is a consulting firm focused on providing special taxing district services relating to the formation and administration of public improvement districts, and is based in Austin, Houston, and North Richland Hills, Texas.

The Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for County billing and collection
- Establishing and maintaining a database of all County parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquires
- Determination of prepayment amounts
- Preparation and review of disclosure notices with the dissemination agent
- Review of developer draw requests for reimbursement of authorized improvement costs.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

General

The ability of the City to pay debt service on the Improvement Area #1 Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #1 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #, (c) general and local economic conditions that may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within Improvement Area #1, it being understood that poor economic conditions within the City, State, and region may slow the assumed pace of sales of such lots.

The rate of development of the property in Improvement Area #1 is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within Improvement Area #1 should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Improvement Area #1 Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #1. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City, or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Deemed Representations and Acknowledgment by Purchasers

Each purchaser of Bonds ("Investor") will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and each Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Investor can afford a complete loss of its investment in the Bonds.

Infectious Disease Outbreak

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus ("COVID-19") to be a public health emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State of Texas ("Texas") and pursuant to Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings, and other activities. Since such time, COVID-19 negatively affected commerce, travel and businesses locally and globally, and negatively affected economic growth worldwide and within the State. Following the widespread release and distribution of various COVID-19 vaccines in 2021 and a decrease in active COVID-19 cases generally in the United States, state governments (including Texas) have started to lift business and social limitations associated with COVID-19. Beginning in March 2021, the Governor issued various executive orders, which, among other things, rescinded and superseded prior executive orders and provide that there are currently no COVID-19 related operating limits for any business or other establishment.

The Governor retains the right to impose additional restrictions on activities if needed to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>. Neither the information on (nor accessed through) such website of the Governor is incorporated by reference, either expressly or by implication, into this Report.

With the easing or removal of COVID-19 associated governmental restrictions, economic activity has increased. However, there are no assurances that such increased economic activity will continue or continue at the same rate, especially if there are future outbreaks of COVID-19. The City has not experienced any decrease in property values, unusual tax delinquencies, or interruptions to service as a result of COVID-19; however, the City cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and re-imposition of restrictions.

The Bonds are secured primarily by Assessments levied on benefitted property within the District. If Lot or home sales are negatively impacted by the continuation or escalation of the Pandemic, the Developer will continue to be responsible for the payment of the Assessments as long as it owns such Lots.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. While the City has experienced growth in its assessed valuation during the Pandemic, the continued outbreak of COVID-19 could have an adverse effect on the City's operations and financial condition. None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values, or an investment in the Bonds.

Failure or Inability to Complete Proposed Development

Proposed development within the District may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See “– Availability of Utilities” and “– Hazardous Substances” below. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #1 IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED UPON. In that event, there could be a default in the payment of the Bonds.

Absorption Rate

There can be no assurance that the Developer or the Homebuilder will be able to achieve their anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the lots being assessed, could impair the economic viability of the Development, and could reduce the ability or desire of property owners to pay the Assessments.

The Developer is not a homebuilder and will not be involved in the construction of homes within the District. Consequently, the Developer will not be able to affect or control the absorption rate of homes within the District.

Assessment Limitations

Annual Installments of the Assessments are billed to property owners in Improvement Area #1 of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under “ASSESSMENT PROCEDURES.” Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Improvement Area #1 Bonds maturing in each year, Annual Collection Costs, and the Additional Interest. See “ASSESSMENT PROCEDURES.” The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessments in the future.

In order to pay debt service on the Improvement Area #1 Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #1, the City has established a Bond Reserve Account in the Reserve Fund, to be funded from the proceeds of the Improvement Area #1 Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien.

However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Bond Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS – Bondholders’ Remedies and Bankruptcy.”

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #1, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer represents that it owns all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Bond Reserve Account and Delinquency and Prepayment Reserve Account, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Improvement Area #1 Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT, OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1.

Competition

The housing industry in the Houston MSA area is very competitive, and none of the Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs that are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

Competitive projects in the area include, but are not limited to:⁽¹⁾

Project Name	Number of Units	Units Remaining	Proximity	Developer	Date Started	Prices
Cherry Pines	295	104	3 Miles	Meritage	3 rd Quarter 2020	From \$350- \$400s
Alexander Estate	251	100	~1.1 miles	Doug Eisben	4 th Quarter 2020	From \$350- \$450s
Willowpoint	154	154	~1.6 miles	K. Hovnanian	4 th Quarter 2016	From \$350- \$450s

⁽¹⁾ Provided by the Developer. All of such projects are located either in a public improvement district or municipal utility district.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Improvement Area #1 Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area #1 to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of Improvement Area #1 currently impose ad valorem taxes on the property within Improvement Area #1 and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #1. The imposition of additional liens, whether from taxes, assessments, or private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

Depletion of Reserve Fund; No Prefunding of Delinquency and Prepayment Reserve Account

Failure of the owners of property within Improvement Area #1 to pay the Assessments when due could result in the rapid, total depletion of the accounts in the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Improvement Area #1 Bonds if sufficient amounts are not available in the Reserve Fund. The Delinquency and Prepayment Reserve Account of the Reserve Fund is not fully funded from the proceeds of the Improvement Area #1 Bonds. Instead, the Delinquency and Prepayment Reserve Requirement of the Delinquency and Prepayment Reserve Account is accumulated over the course of approximately 10 years by the mechanism described in "SECURITY FOR THE IMPROVEMENT AREA #1 BONDS – Delinquency and Prepayment Reserve Account of the Reserve Fund." The Indenture provides that if, after a withdrawal from the Bond Reserve Account of the Reserve Fund, the amount in the Bond Reserve Account of the Reserve Fund is less than the Bond Reserve Account Requirement or the Delinquency and Prepayment Reserve Requirement, as applicable, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Bond Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE IMPROVEMENT AREA #1 BONDS – Bond Reserve Account" and "– Delinquency and Prepayment Reserve Account."

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980,

sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the Developer has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on a parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT – Environmental” for discussion of the ESAs performed on property within the District.

Regulation

Development within the District may be subject to future federal, State and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Recent Changes in State Law Regarding Public Improvement Districts

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract or purchase and sale. If the Developer or homebuilders within Improvement Area #1 do not provide the required notice and prospective purchasers of property within Improvement Area #1 terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney’s fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney’s fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developer or homebuilders within Improvement Area #1 do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The form of notice to be provided to homebuyers is attached as Exhibit Q-1 to the Service and Assessment Plan. See “Appendix C – Service and Assessment Plan.”

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments, including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by

special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. The Governor called three special legislative sessions, which all concluded without any legislation being introduced or passed related to the oversight of bonds secured by assessments. It is impossible to predict what bills may be introduced during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds.

100-Year Flood Plain and Severe Weather Events

According to the Federal Emergency Management Agency's flood map 48201C0230L, effective on June 18, 2007, none of the District is located within the 100-year flood plain.

The District is located near the Texas Gulf Coast. Land located in this area is susceptible to high winds, heavy rain and flooding caused by hurricanes, tropical storms, and other tropical disturbances. The greater Houston area has experienced four storms exceeding a 0.2% probability (i.e., "500-year flood" event) since 2015. Several of these storms, including Hurricane Harvey and Tropical Storm Imelda, resulted in widespread damages to residential and commercial properties in the greater Houston area. If a future weather event significantly damaged all or part of the properties comprising the tax base within the City, the assessed value of property within the City could be substantially reduced, which could result in a decrease in tax revenues and/or necessitate an increase the City's tax rate. There can be no assurance that a casualty loss to taxable property within the City or the District will be covered by insurance (or that property owners will even carry flood or other casualty insurance), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild or repair any damaged improvements within the City or the District. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values within the City or the value of property within the District could be adversely affected.

In February 2021, much of Texas, including the City, was impacted by Winter Storm Uri, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Exercise of Mineral Rights

As described herein under "THE DEVELOPMENT – Existing Mineral and Groundwater Rights," there are certain mineral rights reservations located within the District and not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Harris County.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments. However, none of the City, the Financial Advisor or the Underwriter provide any assurances as to such Developer expectations.

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, the Trustee may, and at the written direction of the Owners of at least twenty-five percent (25%) of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained therein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or

disputed. The remedy of mandamus is controlled by equitable principles, so its use rests within the discretion of the court but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #1 or sell property within Improvement Area #1 in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS – Bankruptcy Limitation to Bondholders’ Rights.”

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“*Tooke*”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued,” in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“*Wasson*”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the *Wasson* opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed *Wasson* for a second time and issued an opinion on October 5, 2018, clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state’s immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, is justiciable against a municipality.

The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may

be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #1 available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture expressly denies the right of acceleration in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy Limitation to Bondholders’ Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946 (“Chapter 9”). The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to

negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Chapter 9, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Chapter 9, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related or affiliated property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

General Risks of Real Estate Investment and Development

The Developer may, in certain circumstances, have the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined “true-up” agreement has been entered into between the City and the Developer, nor is there a requirement that future developers enter into such an agreement. There can be no assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer, the Homebuilder and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable-rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. Downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District. Currently rising inflation and interest

rates could result in a slowing of new home sales and closings. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Exposure to the Oil and Gas Industry

The economy of the greater Houston area has, in the past, been particularly affected by adverse conditions in the oil and gas industry, and such conditions and their spillover effects into other industries could result in declines in the demand of residential and commercial property in the area and could reduce or negatively affect property values or homebuilding activity within the District.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate water and wastewater service to the Development. If the City fails to provide water and wastewater services to the property in the District, the Development cannot be substantially completed, and the builders will not purchase lots to construct homes. See “THE DEVELOPMENT – Utilities.”

Dependence Upon Developer and Homebuilder

Initial Liability for Assessments. The Developer and the Homebuilder, as the sole owners of assessable property within Improvement Area #1, have the obligation for the payment of all of the Assessments. The Developer is under contract to sell all of the Lots within Improvement Area #1 to the Homebuilder, and as of July 2022, 126 of the 133 Lots within Improvement Area #1 had been purchased by the Homebuilder. Until the Developer closes on the sale of the remaining Lots to the Homebuilder, and until the Homebuilder closes on the sale of its Lots to homebuyers, the ability of the Developer and the Homebuilder, respectively, to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Improvement Area #1 Bonds. The assets of the Developer are generally limited to land within the District, the proceeds from the sale of prior Lots within the District, related permits and development rights, and the Development Loan.

The source of funding for future land development activities and infrastructure construction to develop the lots proposed for the District also consists of proceeds from the Improvement Area #2 Bonds and Future Improvement Area Bonds, if issued by the City as anticipated, and proceeds from Lot sales, as well as the Development Loan (and other possible bank financings) and equity contributions by the Developer and its equity holders and affiliates. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Defaults of Affiliates of Hines

During the past ten years, affiliates of Hines have failed to make payments due on loans related to three (3) U.S. office properties. These properties were transferred to the lender via a negotiated transfer by non-judicial foreclosure.

The Sheraton Georgetown Texas Hotel and Conference Center (2020). Hines and a partner developed a 222-room hotel including a 35,000-square-foot conference center and three-level parking garage which opened in 2016. Woodforest National Bank provided senior financing for the hotel and mezzanine financing was provided by Hospitality Fund of Central Texas, LLC. The senior note was later purchased by an affiliate of Black Forest Ventures. The onset of the COVID-19 pandemic resulted in a dramatic decrease in room bookings and revenue from the hotel to the point debt service obligations could no longer be met. Hines and its partner successfully negotiated the terms of a debt-to-equity conversion with the mezzanine lender but were unable to negotiate an acceptable loan restructuring with the senior lender, Black Forest Ventures, who took title to the property through a non-judicial foreclosure in November 2020.

Greenspoint Place (2016). Hines and a partner purchased the 2.1 million square foot office campus in north Houston in 1994 and 1996. From the time the property was acquired, the major tenant was Exxon who occupied 67%

of the office space in addition to owning a 200,000 square foot office building adjacent to the campus. In 2011, Exxon announced that it was building a new campus and elected to phase out of its occupancy at Greenspoint Place. Leasing the space vacated by Exxon proved to be very challenging, particularly given the economic environment in Houston. Hines and its partner were unable to either refinance the loan on the property or agree on a loan restructuring with the lender, Northwestern Mutual, prior to maturity. Title was transferred through a non-judicial foreclosure on July 5, 2016. Northwestern Mutual retained Hines to manage the property following the foreclosure.

Douglas Corporate Center (2013). This property in Roseville (Sacramento), California, was purchased by the Hines US Core Office Fund in 2007 as part of an office portfolio acquisition. This suburban Sacramento office market was severely impacted by the economic downturn due to its high concentration of smaller tenants such as home builders and mortgage companies. Occupancy at this building significantly declined and cash flow was insufficient to service the debt on the loan provided by Key Bank. Although continuing to fund TIs and operating expenses, the fund team was unable to negotiate an acceptable restructuring with the special servicer. Title was transferred in January 2013 through a non-judicial foreclosure. Hines was retained to manage the property.

Chapter 11 Bankruptcy of a Hines-Affiliated General Contractor

In February 2018, Urban Oaks Builders (“UOB”), a Hines-affiliated general contractor, along with other Hines-affiliated entities (“Hines Affiliates”) were sued by affiliates of Southstar Capital Group (“Southstar”), the purchaser of a multifamily project developed by Hines in Celebration, Florida, alleging the existence of certain construction defects and the concealment of those defects prior to the sale of the project (the “Southstar Litigation”). None of UOB nor the Hines Affiliates, or any persons employed by those entities, had any knowledge of the alleged defects. Consequently, UOB and the Hines Affiliates vigorously defended themselves against these claims. The Southstar Litigation, as it relates to UOB, was consolidated with UOB’s Chapter 11 bankruptcy proceedings and a related coverage action filed by UOB against its insurance carriers, both of which were a result of the Southstar Litigation. The bankruptcy court found no evidence of fraud on the part of UOB but ruled that Southstar’s claim for damages for repairs relating to the alleged construction defects was valued at \$26.1 million plus interest.

UOB immediately demanded that the carriers pay this judgment on its behalf, a covered loss well within policy limits. Thus far, the carriers have refused. In response, they have raised multiple legal arguments, the resolution of which would have a fundamental impact on how the loss would be spread among the carriers in the insurance tower. However, none of these arguments have any bearing on coverage of the UOB judgment, which the carriers have never disputed. Accordingly, UOB has made repeated demands that the carriers settle with Southstar on UOB’s behalf and continue their intramural dispute separately since the carriers’ infighting has caused multiple mediations to be unsuccessful. Recognizing the insurance dispute as the primary hurdle to recovery, Southstar agreed to abate the Southstar Litigation as it relates to UOB until the conclusion of the insurance coverage litigation. In late 2021, UOB and the Hines Affiliates filed motions for summary judgment against the carriers to force the legal questions at issue to a decision. In Q1 2022, the Court ruled on several of these issues, adopting UOB and the Hines Affiliates’ view of the insurance policies. As expected, this ruling has caused discussion among some of the upper-tier carriers about another global mediation. The Developer expects a mediation to be scheduled by the end of the year.

At the same time, Southstar continued its pursuit of a lawsuit in Florida state court solely against the Hines Affiliates primarily relating to Southstar’s allegation that Hines was aware of defects at the project but concealed them from Southstar prior to the sale. The trial court dismissed Southstar’s claims against the Hines Affiliates twice, the second time after being given opportunity to amend its pleadings. An appellate court affirmed the trial court’s dismissal and granted the Hines Affiliates their attorney’s fees.

While the Developer, UOB, and the Hines Affiliates are under common control of Hines, UOB and the Hines Affiliates do not own property in the District and are not associated with the development or with the Bonds. The Developer does not expect the Southstar Litigation to have any material adverse effect on the ability of the Developer to develop and sell the Lots in the District.

Agricultural Use Valuation and Redemption Rights

None of the property in the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to

redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a twenty-five percent (25%) premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although the Assessments are not considered a tax under Texas law, the PID Act provides that the lien for Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the "Service"). The City has covenanted in the Indenture that it will comply with these requirements.

Bond Counsel's opinion will assume continuing compliance with the covenants of the Indenture pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal income tax purposes and, in addition, will rely on representations by the City and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the City and such parties, which Bond Counsel has not independently verified. If the City fails to comply with the covenants in the Indenture or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, Bond Counsel will express no opinion as to the amount of interest on the Bonds or any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Indenture upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel's ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer, and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds regardless of the ultimate outcome of the audit.

Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

For tax years beginning after December 31, 2022, an “applicable corporation” (as defined in section 59(k) of the Code) may be subject to a 15% alternative minimum tax imposed under section 55 of the Code on its “adjusted financial statement income” (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation’s “adjusted financial statement income,” ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium

The issue price of all or a portion of the Bonds may exceed the stated redemption price payable at maturity of such Bonds. Such Bonds (the “Premium Bonds”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount

The issue price of all or a portion of the Bonds may be less than the stated redemption price payable at maturity of such Bonds (the “Original Issue Discount Bonds”). In such case, the difference between (i) the amount payable at the maturity of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code)

an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions “TAX MATTERS – Tax Exemption,” “– Collateral Tax Consequences” and “– Tax Legislative Changes” generally apply and should be considered in connection with the discussion in this portion of the Limited Offering Memorandum.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter has purchased the Bonds for contemporaneous sale to the public and (ii) all of the Original Issue Discount Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm’s-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Limited Offering Memorandum. Neither the City nor Bond Counsel has made any investigation or offers any comfort that the Original Issue Discount Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner’s basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of Original Issue Discount Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any recently enacted, proposed, pending or future legislation.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bracewell LLP serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the form of the opinion of Bond Counsel is attached hereto as "APPENDIX D – Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE – The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE IMPROVEMENT AREA #1 BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings," "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance, and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation – The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to its knowledge, overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of the Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation – The Developer

At the time of delivery and payment for the Bonds, Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of Developer, threatened against or affecting Developer

wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of Developer or its officers or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Reimbursement Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). The Developer and its affiliates have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. According to the Developer, such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not, at this time, rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS – Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the Administrator and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (the “Dissemination Agent”) have entered into a Continuing Disclosure Agreement (the “Disclosure Agreement of the Issuer”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 – Form of Disclosure Agreement of the Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of the Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of the Issuer. The City has not agreed to provide other information that may be relevant

or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Issuer or from any statement made pursuant to the Disclosure Agreement of the Issuer.

The City's Compliance with Prior Undertakings

In the last five years, the City has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the City in accordance with the Rule.

The Developer

The Developer, the Administrator, and the Dissemination Agent, will, in connection with the issuance of the Bonds, enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of the Developer") for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Developer, certain information regarding Improvement Area #1 and the Improvement Area #1 Improvements (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 – Form of Disclosure Agreement of the Developer." Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of the Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of the Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Developer or from any statement made pursuant to the Disclosure Agreement of the Developer.

The Developer's Compliance with Prior Undertakings

In the last five years, the Developer has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the Developer in accordance with the Rule.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of \$_____ (representing the par amount of the Bonds, less an underwriting discount of \$_____) and no accrued interest. The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. Subject to certain restrictions contained in the bond purchase agreement, the Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current Pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See "BONDHOLDERS' RISKS – Infectious Disease Outbreak."

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the Texas Public Funds Investment Act (the "PFIA") requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING." In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities, or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to invest in obligations meeting the requirements of the PFIA, which may include: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this state and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause

(8)(i) above, a bank, or a broker-dealer; (9) certificates of deposit and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described by clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 270 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission and complies with Securities and Exchange Commission Rule 2a-7; (14) no-load money market mutual funds that are registered and regulated by the Securities and Exchange Commission that have a weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1), excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Investment Policies

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Additional Provisions

Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict its investment in mutual funds in the aggregate to no more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, and to invest no portion of bond proceeds, reserves and funds held for debt service, in mutual funds; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; (9) adopt an order or resolution stating that it has reviewed its investment policy and investment strategies and record any changes made to either its investment policy or investment strategy in the said order or resolution, and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in the investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed The Bank of New York Mellon Trust Company, National Association, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.bnymellon.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #1 Improvements generally and, in particular, the information included in the sections captioned "PLAN OF FINANCE – Development Plan" and "– Status of Builder Contract," "THE IMPROVEMENT AREA #1 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Improvements, and the Development), "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by the Administrator and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the

Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE."

AUTHORIZATION AND APPROVAL

The City has approved of the form and content of this Preliminary Limited Offering Memorandum and authorized this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

The City is located in Harris County and is approximately 32 miles northwest of the City of Houston on FM Road 2920. The City covers approximately 12.32 square miles. The City’s 2020 population was 12,341. The City estimates its 2022 population is 12,341.

The City is a municipal corporation of the State, duly organized and existing under the laws of the State, including the City’s Home Rule Charter. The City was incorporated on July 18, 1933, and first adopted its Home Rule Charter on January 17, 1987. The City operates under a Council-City Manager form of government with a City Council comprised of the Mayor and five Council members elected to serve three-year terms. The Mayor is the official head of City government, and the City Manager acts as the chief administrative officer. The City provides a number of services, including water, sanitary sewer collection and treatment, gas service, police, fire, maintaining streets and drainage, municipal court, a community center, and parks.

Historical Employment in Houston – The Woodlands – Sugar Land Metropolitan Statistical Area

The following information has been provided for informational purposes only.

	2022 ⁽¹⁾	Dec. 2021	Dec. 2020	Dec. 2019	Dec. 2018
Civilian Labor Force	3,524,608	3,460,832	3,408,383	3,408,827	3,372,996
Total Employed	3,356,166	3,294,015	3,147,212	3,287,849	3,238,419
Total Unemployed	168,442	166,817	261,171	120,978	134,577
<u>Unemployment Rate</u>	4.8%	4.8%	7.7%	3.5%	4.0%

* Preliminary as of July 2022.

Source: U.S. Bureau of Labor Statistics

Major Employers in the City

The major employers in the City for 2021 are set forth in the table below.

<u>Employer</u>	<u>Employees</u>
Tomball ISD	2,235
HCA (prev. Tomball Regional Medical Center)	940
Lone Star College – Tomball	715
H-E-B	320
Wal-Mart	275
City of Tomball	204
Lowes	200
Kroger	157
Target	90
Baker Hughes (BJ Services)	70

Source: The City’s Annual Comprehensive Financial Report Fiscal Year Ended September 30, 2021

REGIONAL EMPLOYMENT

The major employers of municipalities surrounding the City are set forth in the table below.

City of Magnolia, TX		City of Conroe, TX		City of Houston, TX		Township of the Woodlands	
Approximately 12 Miles from the City		Approximately 28 Miles from the City		Approximately 32 Miles from the City		Approximately 18 Miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Magnolia ISD	1,600	Conroe ISD	8,503	Memorial Hermann Healthcare System	35,360	Conroe ISD	4,487
Canrig Drilling Technology Inc.	380	Montgomery County	2,415	Wal-Mart	29,797	Memorial Hermann The Woodlands Hosp.	2,927
US Post Office	62	Conroe Regional Medical Center	1,700	H-E-B	29,657	Wildcat PPE	2,415
Magnolia Volunteer Fire Department	61	City of Conroe	763	Houston Methodist	26,098	Houston Methodist, The Woodlands Hosp.	1,647
Arlan's Market	45	Cantel	400	Univ. of TX MD Anderson Cancer Center	21,576	CHI St. Luke's Health	1,600
Montgomery County Precinct 2	42	NOV Wellbore Technologies	400	HCA Houston Healthcare	15,000	ExxonMobil	1,527
Hapco Inc.	30	NOV Fluid Control	375	Kroger Company	14,868	Lone Star College - Montgomery	1,431
Hyvair Corporation	30	Professional Directional	300	ExxonMobil	13,000	Alight Solutions	1,200
City of Magnolia	28	Borden	225	United Airlines	11,900	TX Children's Hospital	1,188
Rancho Grande Restaurant	26	NOV Texas Oil Tools	220	Schlumberger Limited	11,700	McKesson Specialty Health	1,040

City of Katy, TX	
Approximately 20 Miles from the City	
Employer	Employees
Katy Mills	2,900
Katy ISD	1,827
Amazon	1,300
Igloo	1,061
Typhoon Texas	755
Wal-Mart	388
HEB Grocery/Gas	340
Costco	292
City of Katy	265
American Furniture Warehouse	252

City of Humble, TX	
Approximately 27 Miles from the City	
Employer	Employees
Memorial Hermann	1,000
Humble ISD	593
Lawler Food	402
Wal-Mart	370
CDI Seals	331
Harris County Annex	272
Macy's	265
City of Humble	194
Target	150
Kroger	130

Source: Municipal Advisory Council of Texas (employment data).
 Note: Map is not to scale and has been edited for ease of use.

APPENDIX B
FORM OF INDENTURE

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APPENDIX C
SERVICE AND ASSESSMENT PLAN

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

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APPENDIX E-1
FORM OF DISCLOSURE AGREEMENT OF THE ISSUER

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF THE DEVELOPER

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APPENDIX F

DEVELOPMENT AGREEMENT

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt Resolution Number 2022-45, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Number 11, Improvement Area #2)

Background:

Per Chapter 372 of the Local Government Code, Resolution Number 2022-45 approves the distribution of the Preliminary Limited Offering Memorandum for Raburn Reserve Public Improvement District Number 11, Improvement Area 2 (IA2).

The Preliminary Limited Offering Memorandum (PLOM) reflects the operative provisions of the Bond Issuance Guidelines applicable to the Bonds and as described in the approved Planned Development. The PLOM is a marketing document that the underwriters will distribute to potential buyers in order to sell the PID bond. Potential buyers will utilize the document and all information contained to support the sale of the bond. All information contained is reviewed by the Underwriter, Bond Counsel, Developer, and City staff to ensure accurate information is published.

Origination: Project Management

Recommendation:

Adopt Resolution Number 2022-45 approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve PID 11, IA2)

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 _____

RESOLUTION NO. 2022-45

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING THE DISTRIBUTION OF A
PRELIMINARY LIMITED OFFERING MEMORANDUM FOR ITS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2)**

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is authorized by law to issue its Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2)(the “Bonds”) as set forth below; and

WHEREAS, the City Council of the City has found and determined that it is in the best interests of the City to authorize preliminary action relating to the issuance of such obligations; and

WHEREAS, the meeting at which this resolution 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS**

Section 1. THAT the City’s Financial Advisor, Hilltop Securities, Inc., Bond Counsel, Bracewell LLP, and appropriate staff of the City are hereby authorized and directed to take such action as is necessary to prepare for the sale and issuance of the Bonds to be issued for the purpose of reimbursing or constructing certain public improvements within the Raburn Reserve Public Improvement District, including paying the costs of issuing the bonds and funding certain reserve funds.

Section 2. THAT the form of the Preliminary Limited Offering Document with respect to such Bonds in substantially the form and substance presented at this meeting, is hereby approved, with such changes as may be approved by the City Manager, the City’s Financial Advisor and Bond Counsel prior to the distribution of such document to the bond market.

Section 3. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED, APPROVED, AND RESOLVED this 19th day of September 2022.

Lori Klein Quinn
Mayor

ATTEST:

Doris Speer
City Secretary

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED SEPTEMBER [22], 2022

THE BONDS ARE INITIALLY OFFERED ONLY TO PERSONS WHO MEET THE DEFINITION OF “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933) OR “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended, and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals. See “TAX MATTERS” herein, including information regarding potential alternative minimum tax consequences for corporations.

\$2,430,000*

**CITY OF TOMBALL, TEXAS,
(a municipal corporation of the State of Texas located in Harris and Montgomery Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)**

Dated Date: November 1, 2022

Interest Accrual Date: Closing Date (defined below)

Due: September 15, as shown on the inside cover

The City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2) (the “Bonds”), are being issued by the City of Tomball, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons. Beneficial ownership of the Bonds may be acquired in principal denominations of \$25,000 and in integral multiples of \$5,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 15 and September 15, commencing March 15, 2023, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, N.A., as trustee (the “Trustee”), to DTC as the registered owner thereof. See “BOOK-ENTRY ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on October 3, 2022, a Master Indenture of Trust dated as of October 1, 2022 (the “Master Indenture”), and the First Supplemental Indenture dated October 1, 2022 (the “First Supplemental Indenture” and together with the Master Indenture, the “Indenture”), entered into by and between the City and the Trustee. The Bonds are the initial series of Improvement Area #2 Bonds (defined herein) issued under the Master Indenture. When and if issued, the Additional Parity Obligations (defined herein) will be on parity with the Bonds. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used for the purposes of (i) paying a portion of the Improvement Area #2 Costs, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund, (iv) paying capitalized interest on the Bonds, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of the Bonds. See “PLAN OF FINANCE” and “APPENDIX B – Form of Indenture.” The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Trust Estate, consisting primarily of revenue from the Assessments (defined herein) levied against assessable properties (the “Assessed Property”) in Improvement Area #2 (defined herein) of the Raburn Reserve Public Improvement District (the “District”), in accordance with a Service and Assessment Plan (defined herein), and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS.” The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS – Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.”

THE IMPROVEMENT AREA #2 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS AND ACCOUNTS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE IMPROVEMENT AREA #2 BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE IMPROVEMENT AREA #2 BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE IMPROVEMENT AREA #2 BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE IMPROVEMENT AREA #2 BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS.”

This cover page contains certain information for quick reference only. It is not a complete summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by FMSbonds, Inc. (the “Underwriter”), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bracewell LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D – Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, for the City by its counsel, Olson & Olson LLP, and for the Developer by Coats Rose, P.C., counsel to the Developer. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about November 2, 2022 (the “Closing Date”).

FMSbonds, Inc.

* Preliminary, subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS**

CUSIP Prefix: _____^(a)

\$2,430,000*

CITY OF TOMBALL, TEXAS,

(a municipal corporation of the State of Texas located in Harris and Montgomery Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP No. _____^{(a)(b)(c)(d)}

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP No. _____^{(a)(b)(c)(d)}

* Preliminary, subject to change.

- (a) CUSIP® numbers are included solely for the convenience of Owners of the Bonds. CUSIP® is a registered trademark of the American Bankers Association. CUSIP® data herein is provided by CUSIP Global Services (“CGS”) and managed on behalf of The American Bankers Association by FactSet Research Systems Inc. CUSIP® data herein is provided by CGS and is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the City’s Financial Advisor, or the Underwriter takes any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to extraordinary optional redemption as described herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”
- (c) The Bonds maturing on and after September 15, 20__, are also subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 15, 20__, at the redemption prices set forth herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”
- (d) The Bonds are also subject to mandatory sinking fund redemption as described herein under “DESCRIPTION OF THE BONDS – Redemption Provisions.”

**CITY OF TOMBALL, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Position</u>	<u>Term Expires (May)</u>
Lori Klein Quinn	Mayor	2025
John F. Ford	Council Position 1/Mayor Pro Tem	2023
Mark Stoll	Council Position 2	2024
Dane Dunagin	Council Position 3	2025
Derek Townsend Sr	Council Position 4	2024
Randy Parr	Council Position 5	2023

CITY MANAGER
David Esquivel

ASSISTANT CITY MANAGER
Jessica Rogers

DIRECTOR OF FINANCE
Katherine DuBose

CITY SECRETARY
Doris Speer

ADMINISTRATOR
P3Works, LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities Inc.

BOND COUNSEL
Bracewell LLP

UNDERWRITER'S COUNSEL
Orrick, Herrington & Sutcliffe LLP

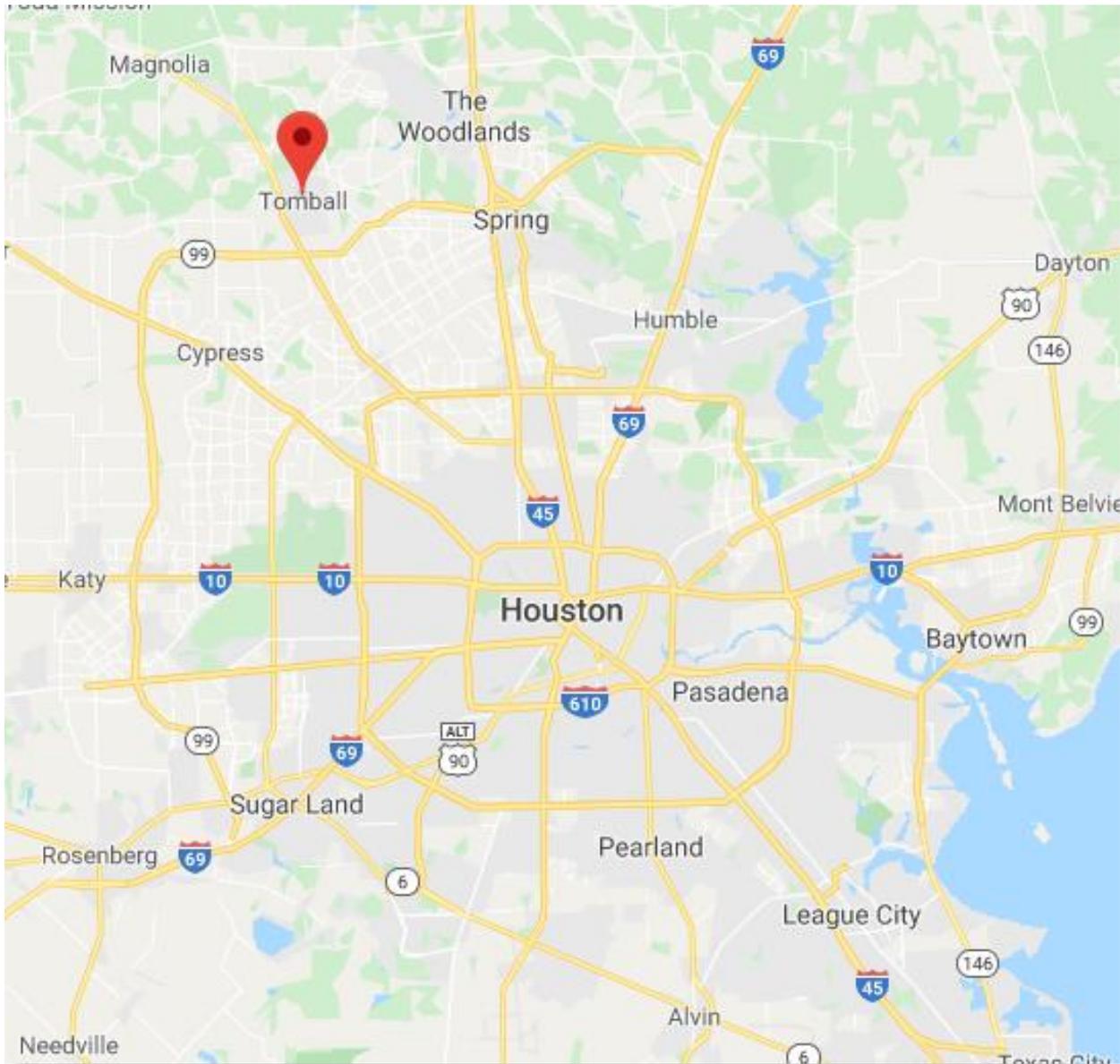
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City of Tomball
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(281) 351-5484
kdubose@tomballtx.gov

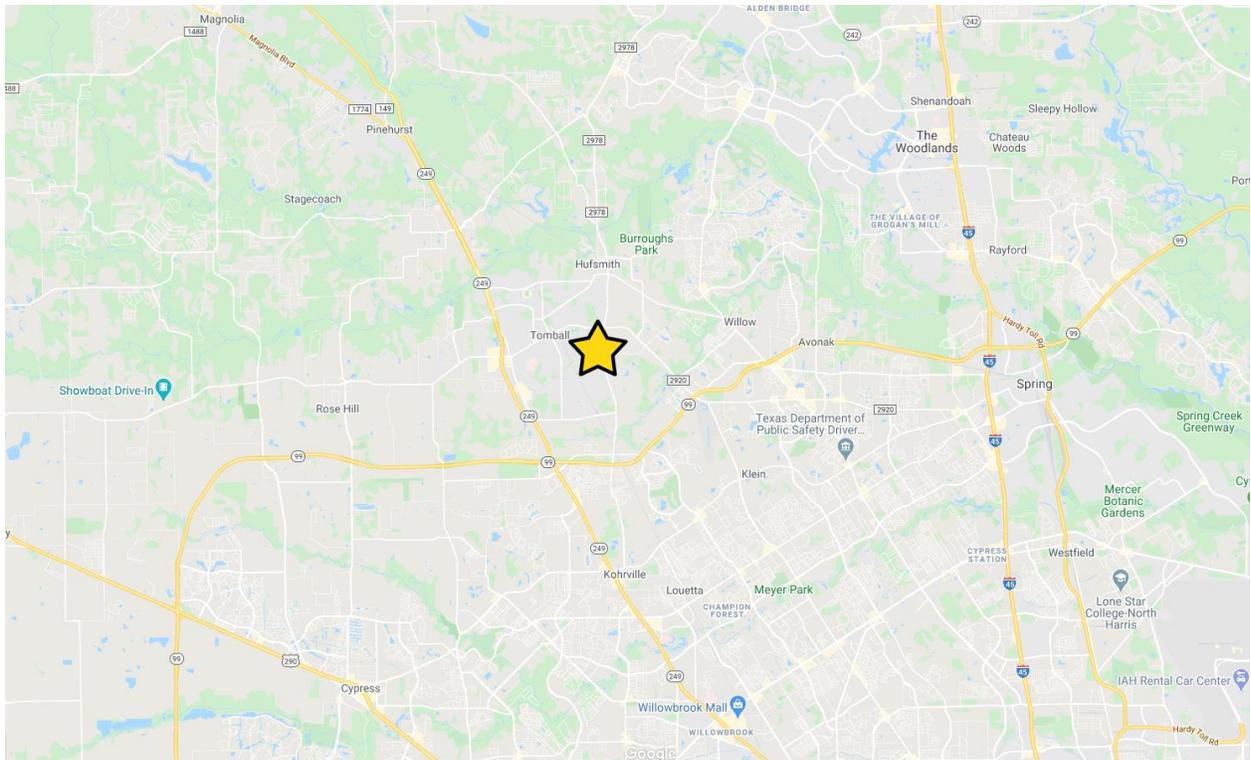
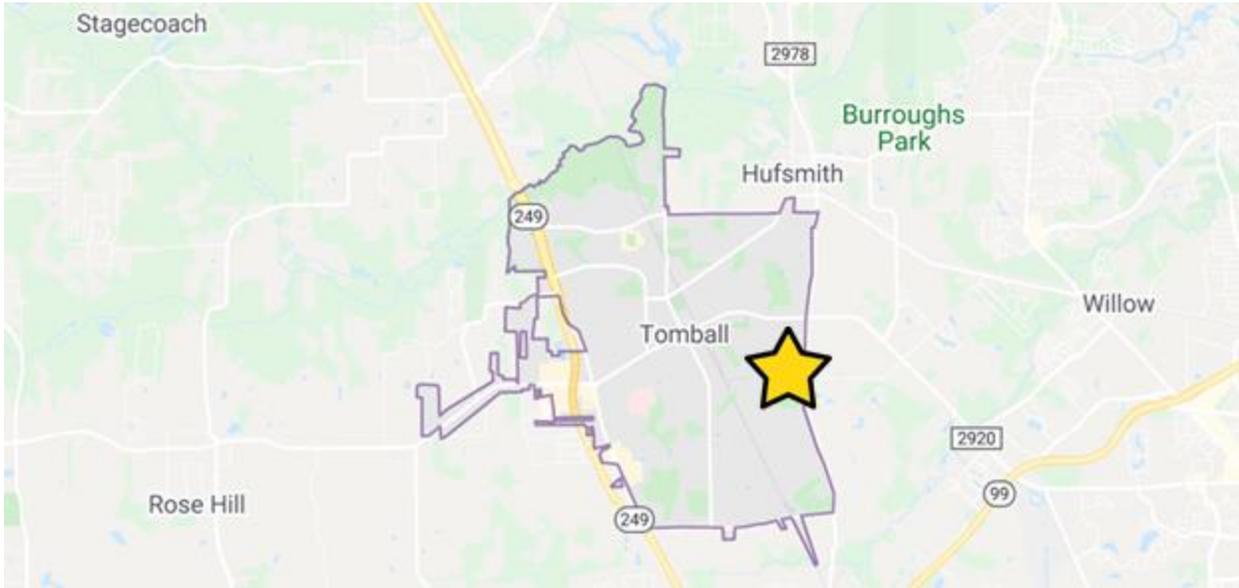
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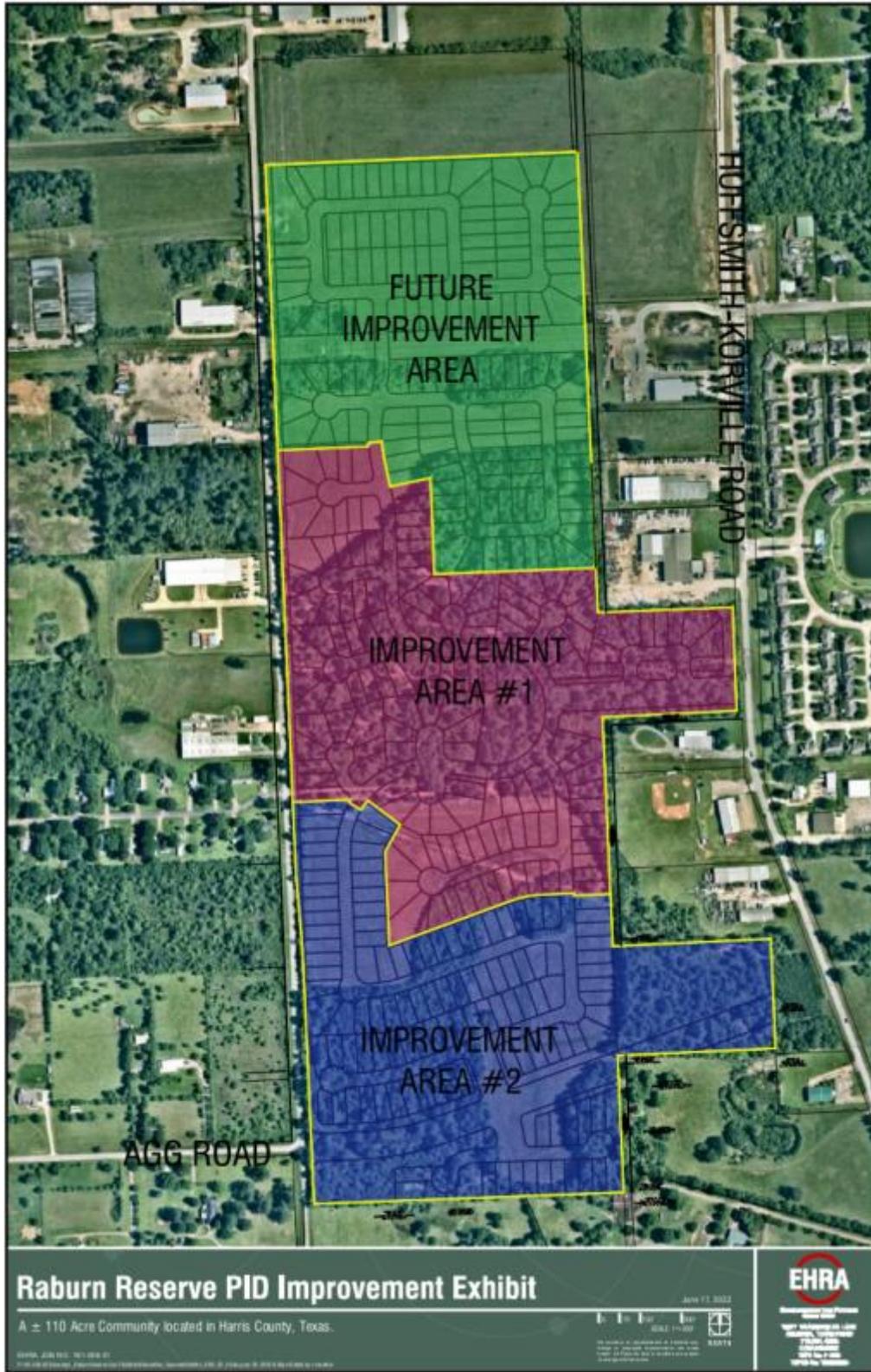
REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAPS OF THE DISTRICT



**MAP SHOWING BOUNDARIES OF IMPROVEMENT AREAS #1 AND #2 AND
THE FUTURE IMPROVEMENT AREA OF THE DISTRICT**



USE OF LIMITED OFFERING MEMORANDUM

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM (THE "RULE" OR "RULE 15C2-12"), THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS." EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS." EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY OR BY THE DEVELOPER FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE

UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR THE DEVELOPER PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THEIR EXPECTATIONS (OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED) CHANGE, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE – THE CITY” AND “– THE DEVELOPER,” RESPECTIVELY.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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LIMITED OFFERING MEMORANDUM

\$2,430,000*

**CITY OF TOMBALL, TEXAS,
(a municipal corporation of the State of Texas located in Harris and Montgomery Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2)**

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Tomball, Texas (the “City”), of its \$2,430,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #2) (the “Bonds”).

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on October 3, 2022 (the “Bond Ordinance”), and a Master Indenture of Trust dated as of October 1, 2022 (the “Master Indenture”), and the First Supplemental Indenture, dated October 1, 2022 (the “First Supplemental Indenture” and together with the Master Indenture, the “Indenture”), entered into by and between the City and Wilmington Trust, N.A., as trustee (the “Trustee”). Payment of the Bonds and any additional bonds or other obligations issued by the City pursuant to the Master Indenture and on parity therewith (the “Additional Parity Obligations”) are secured by a pledge of and a lien upon the Trust Estate (defined herein), consisting primarily of revenue from special assessments (“Assessments”) levied on assessable property within Improvement Area #2 (defined herein) of the Raburn Reserve Public Improvement District (the “District”) (the “Assessed Property”) pursuant to a separate ordinance expected to be adopted by the City Council on October 3, 2022 (the “Assessment Ordinance”), all to the extent and upon the conditions described herein and in the Indenture. The Bonds and any Additional Parity Obligations are together referred to herein as the “Improvement Area #2 Bonds.” See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS” and “ASSESSMENT PROCEDURES.”

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B – Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan (defined herein), the Development Agreement (defined herein), the Reimbursement Agreement (defined herein), HT Raburn Reserve Development L.P., a Texas limited partnership (together with its successors and assigns, the “Developer”), P3Works, LLC (the “Administrator”), and the Appraisal (defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number 214-418-1588. The form of the Indenture appears in APPENDIX B and the Service and Assessment Plan appears in APPENDIX C. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

* Preliminary, subject to change.

PLAN OF FINANCE

Development Plan

On December 4, 2019, HT Raburn Reserve Development L.P., a Texas limited partnership (the “Developer”), acquired approximately 105 acres comprising the original boundaries of the District. On December 9, 2020, the Developer acquired an additional 5 acres which were subsequently added to the District. See “THE DEVELOPER – History and Financing of the District.” The Developer is an affiliate of Hines Interests Limited Partnership, a Delaware limited partnership (together with its subsidiaries and affiliates, “Hines”), a Houston, Texas-based privately owned global real estate investment firm founded in 1957 by Gerald D. Hines. See “THE DEVELOPER.”

The Developer plans to develop the District in three phases, as reflected on the map on page iv. The Developer has completed development of the specific public improvements (the “Improvement Area #1 Improvements”) to serve the first phase of the development (“Improvement Area #1”). The total costs of the Improvement Area #1 Improvements were approximately \$5,017,795, all of which has been paid.

The Developer commenced development of the second phase of the development (“Improvement Area #2”) and the internal phase specific public improvements to serve Improvement Area #2 (the “Improvement Area #2 Improvements”) in April 2022 and expects such improvements to be complete by December 2022. The total costs of the Improvement Area #2 Improvements are expected to be approximately \$4,141,950. As of August 2022, the Developer has spent approximately \$1,720,514 on costs of the Improvement Area #2 Improvements.

Following development of Improvement Area #2, the Developer intends to, over an approximately fifteen-month period, undertake the final phase of development of internal phase specific public improvements necessary to serve the third phase of the District (the “Future Improvement Area”). See “THE DEVELOPMENT – Overview.” The boundaries of the District, Improvement Areas #1 and #2, and the Future Improvement Area are shown on page iv.

The proceeds of the Bonds will be used for the purposes of (i) paying a portion of the Improvement Area #2 Costs, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund, (iv) paying capitalized interest on the Bonds, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of the Bonds. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS” and “THE IMPROVEMENT AREA #2 IMPROVEMENTS.”

Concurrently with the issuance of the Bonds, the City will deliver its \$1,758,000* Special Assessment Revenue Bonds, Series 2022 (Raburn Reserve Public Improvement District Improvement Area #1) (the “Improvement Area #1 Bonds”) to refinance its reimbursement obligation to the Developer with respect to certain costs of public improvements in Improvement Area #1. The Improvement Area #1 Bonds will be secured by and payable from assessment revenues collected in Improvement Area #1. The Bonds and the Improvement Area #1 Bonds are separate and distinct securities secured by separate assessments on assessable property in Improvement Area #2 and Improvement Area #1, respectively.

Improvement Area #2 Reimbursement Obligation

The City entered into a reimbursement agreement with the Developer, effective as of April 18, 2022 (the “Reimbursement Agreement”), relating to the reimbursement of Improvement Area #2 Costs, and expects to amend and restate the Reimbursement Agreement on the date of sale of the Bonds to reflect a not to exceed reimbursement amount of \$2,744,000* (the “Improvement Area #2 Reimbursement Obligation”) not paid with proceeds of the Bonds. To the extent that the proceeds of the Bonds deposited in the Improvement Area #2 Improvement Account of the Project Fund on the Closing Date are not sufficient to pay the Improvement Area #2 Costs, taking into consideration funds previously expended by the Developer to construct the Improvement Area #2 Improvements prior to the Closing Date and the amount of the Improvement Area #2 Reimbursement Obligation, the Developer will deposit funds to the Developer Improvement Account of the Project Fund in an amount sufficient to fund the deficiency. As of August

* Preliminary, subject to change.

2022, the Developer has spent approximately \$1,720,514 toward the costs of Improvement Area #2 Improvements and anticipates spending an additional \$2,383,363 prior to the Closing Date. [The Bonds and the Improvement Area #2 Reimbursement Obligation will be secured by the Assessments; however, the payment of debt service on the Bonds will be superior in right to payment of the Improvement Area #2 Reimbursement Obligation.]

The City, upon the satisfaction of certain financial covenants, may issue approximately \$2,744,000* in principal amount of Additional Parity Obligations pursuant to the Master Indenture and a supplemental indenture to finance the Improvement Area #2 Reimbursement Obligation (the “Additional Parity Obligations”), as such obligation may be reduced by annual payments of Assessment revenues to the Developer for the reimbursement of Improvement Area #2 Costs. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS – Conditions Precedent to Issuance of Improvement Area #2 Bonds.” When issued, the Additional Parity Obligations will be on parity with the Bonds and any bonds issued to refund the Bonds or Additional Parity Obligations (the “Refunding Bonds”). Pursuant to the Service and Assessment Plan, the Development Agreement, and the Reimbursement Agreement, the Developer will be responsible for any Improvement Area #2 Costs in excess of the amounts funded by the Bonds, any Additional Parity Obligations (if issued), and the Improvement Area #2 Reimbursement Obligation, without reimbursement by the City. See “THE IMPROVEMENT AREA #2 IMPROVEMENTS – The Development Agreement” and “– The Reimbursement Agreement,” “APPENDIX F – Development Agreement,” and “APPENDIX G – Form of Reimbursement Agreement.”

Future Improvement Area Bonds

The City expects to issue one or more series of bonds (“Future Improvement Area Bonds”) to finance the Actual Costs of Authorized Improvements to be developed to serve the Future Improvement Area. The estimated costs of such improvements benefiting the Future Improvement Area will be determined as the Future Improvement Area is developed, and the Service and Assessment Plan will be updated to identify the Authorized Improvements to be constructed within the Future Improvement Area to be financed by each series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the Future Improvement Area that benefit from the Authorized Improvements. See “THE DEVELOPMENT – Future Improvement Areas and Future Improvement Area Bonds.”

The Bonds

Proceeds of the Bonds will be used for the purposes of (i) paying a portion of the Improvement Area #2 Costs, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Reserve Account of the Reserve Fund, (iv) paying capitalized interest on the Bonds, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of the Bonds. See “SOURCES AND USES OF FUNDS,” “THE IMPROVEMENT AREA #2 IMPROVEMENTS” and “APPENDIX B – Form of Indenture.”

Payment of the Improvement Area #2 Bonds (including the Bonds) is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of revenue from the Assessments to be levied against the Assessed Property, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS” and “ASSESSMENT PROCEDURES.” **The Bonds shall never constitute an indebtedness or general obligation of the City, the State, or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State, or any other political subdivision of the State is pledged to the payment of the Bonds.**

The Improvement Area #2 Bonds, the Improvement Area #1 Bonds, and any Future Improvement Area Bonds, if issued by the City, will constitute separate and distinct issues of securities, and will be secured by separate assessments. The Bonds are separate and distinct issues of securities from any Additional Parity Obligations or Refunding Bonds issued by the City in the future, but the Additional Parity Obligations and the Refunding Bonds, if any, issued under the Master Indenture and a Supplemental Indenture (as defined in the Indenture) will be equally and ratably secured by the Trust Estate. No Improvement Area #1 Bonds,

* Preliminary, subject to change.

Additional Parity Obligations, or Refunding Bonds are offered pursuant to this Limited Offering Memorandum.

Status of Builder Contract

Improvement Area #2 has been subdivided into 118 lots for single-family residential development (each, a “Lot”). The Developer began construction on the Improvement Area #2 Improvements in April 2022 and expects substantial completion to occur by December 2022.

The Developer is under contract to sell all 391 Lots in the District, including all 118 Lots in Improvement Area #2, to Taylor Morrison of Texas, Inc., a Texas corporation (the “Homebuilder” or “Taylor Morrison”). Pursuant to the purchase and sale contract with the Homebuilder, the Homebuilder began purchasing Lots upon substantial completion of the Improvement Area #1 Improvements and, as of July 2022, the Homebuilder had purchased 126 of the 133 Lots in Improvement Area #1. The Homebuilder will resume purchase of Lots upon substantial completion of the Improvement Area #2 Improvements. The Developer has received an earnest money deposit from the Homebuilder equal to \$3,054,688. See “THE DEVELOPMENT” for more information concerning the status of Lot sales and the status of development in the District.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, and “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented, and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes for an indefinite period of time and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #2 Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud,

or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City to the Trustee pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the full faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Improvement Area #2 Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

Capitalized terms not otherwise defined in this caption have the meanings assigned to them in the Indenture. The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from the Closing Date and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 15 and September 15, commencing March 15, 2023 (each, an “Interest Payment Date”), until maturity or prior redemption. Wilmington Trust, N.A., is the initial Trustee and Paying Agent/Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons. Beneficial ownership of the Bonds may be acquired in principal denominations of \$25,000 and in integral multiples of \$5,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The City reserves the option to redeem Bonds maturing on or after September 15, 20__, in whole or any part, before their respective scheduled maturity dates, on September 15, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount of the Bonds called for redemption plus accrued and unpaid interest to the date fixed for redemption (the “Redemption Price”).

The City, at least 45 days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Extraordinary Optional Redemption. Notwithstanding any provision in the First Supplemental Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any Business Day, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Indenture, or any other transfers to the Redemption Fund under the terms of the Indenture, including from transfers of Foreclosure

Proceeds). The City direction for such redemption shall include details with regard to a corresponding reduction in the Bond Reserve Account Requirement, as contemplated by the definition thereof.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to the Master Indenture unless it has at least \$5,000 available in the Redemption Fund with which to redeem the Bonds.

Mandatory Sinking Fund Redemption. The Bonds (referred to as "Term Bonds" below) are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ Term Bonds maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20__	
September 15, 20__	
September 15, 20__†	

\$ Term Bonds maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 15, 20__	
September 15, 20__†	

† Stated maturity.

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by the Indenture, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as required by the Indenture.

The principal amount of the Term Bonds required to be redeemed on any redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional or extraordinary redemption provisions and not previously credited to a mandatory sinking fund redemption.

Notice of Redemption to Owners. The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption, and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice given as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City reserves the right, in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and for which such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Additional Provisions with Respect to Redemption. If less than all of the Bonds are to be redeemed pursuant to the Indenture, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

If less than all of the Bonds are to be redeemed pursuant to optional or extraordinary optional redemption, such redemption shall be effected by redeeming Bonds in such manner as may be specified by the City; provided, however that in the absence of such instruction from the City by the date required for the sending of notice of redemption pursuant to the Indenture, the Bonds shall be redeemed by any method selected by the Trustee that results in a pro rata reduction of the Outstanding maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose.

Upon surrender of any Bond for redemption in part, the Trustee shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC participants, (2) DTC participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices for the Bonds shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City, the Trustee, or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor, or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT/REGISTRAR, THE CITY'S FINANCIAL ADVISOR, OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS, OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

Use of Certain Terms in Other Sections of this Limited Offering Memorandum. In reading this Limited Offering Memorandum it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Limited Offering Memorandum to registered owners should be read to include the person for which the participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Indenture will be given only to DTC.

SECURITY FOR THE IMPROVEMENT AREA #2 BONDS

General

THE IMPROVEMENT AREA #2 BONDS (INCLUDING THE BONDS) ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE IMPROVEMENT AREA #2 BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE IMPROVEMENT AREA #2 BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE IMPROVEMENT AREA #2 BONDS SHALL HAVE

THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE IMPROVEMENT AREA #2 BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE IMPROVEMENT AREA #2 BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “APPENDIX B – FORM OF INDENTURE.”

The principal of, premium, if any, and interest on the Improvement Area #2 Bonds are secured by a pledge of and a lien upon the Pledged Revenues and other assets of the Trust Estate, consisting primarily of revenues from the Assessments levied against the assessable parcels or lots within Improvement Area #2 of the District, all to the extent and upon the conditions described herein and in the Indenture. Improvement Area #2 contains approximately 35.15 acres within the District. Other than Non-Benefited Property (defined in the Service and Assessment Plan), all of the property within Improvement Area #2 will be assessed. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as updated, amended and supplemented, the “Service and Assessment Plan”), which describes the special benefit received by the property within the District, including Improvement Area #2, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of assessments (including the Assessments), and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Improvement Area #2 Bonds.

The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (defined below) of Assessments due in a given year. The determination by the City of the special assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX C – Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Improvement Area #2 Improvements by levying Assessments upon properties in Improvement Area #2 of the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in each phase of the District, see “ASSESSMENT PROCEDURES” and “APPENDIX C – Service and Assessment Plan.” The City will covenant in the Indenture that it will take and pursue all actions permissible under the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States (collectively, the “Applicable Laws”) to cause the Assessments to be collected and the liens thereof to be enforced continuously. See “– Pledged Revenue Fund,” “APPENDIX B – Form of Indenture” and “APPENDIX C – Service and Assessment Plan.”

Pursuant to the Indenture, the following terms are assigned the following meanings:

“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 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 bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of bonds, the administration of the Reimbursement Agreement, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with 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, with respect to each Assessed Property, each annual payment of (i) the Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan and related to the Improvement Area #2 Bonds and the Improvement Area #2 Improvements, including (i) principal, (ii) interest, (iii)

Annual Collection Costs, and (iv) Additional Interest collected pursuant to Section V of the Service and Assessment Plan and deposited to the Delinquency and Prepayment Reserve Account as described in the Indenture.

“Assessed Property” means all property within the District and shown in the Assessment Roll against which an Assessment relating to the Improvement Area #2 Improvements is levied in accordance with the Service and Assessment Plan.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Property and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing Delinquent Penalties and Interest.

“Delinquent Penalties and Interest” means any delinquent interest and delinquent penalty interest collected on a delinquent Assessment.

“Pledged Funds and Accounts” means the following funds and the accounts therein: the Pledged Revenue Fund, the Bond Fund, the Project Fund (excluding the Developer Improvement Account), the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of Improvement Area #2 Bonds.

“Trust Estate” means (i) the Pledged Revenues and all moneys and investments held in the Pledged Funds and Accounts, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired, and (ii) any and all other property or money of every name and nature which is, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned, or transferred to the Trustee as additional security under the Indenture by the City or by anyone on its behalf or with its written consent.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims, except liens and claims for State of Texas (the “State”), county, school district, or municipality ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES.”

Collection and Deposit of Assessments

The Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds are shown on the Assessment Roll. The Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of, premium, if any, and interest on the Bonds and[, on a subordinate basis,] the Improvement Area #2 Reimbursement Obligation as set forth in the Reimbursement Agreement and the Service and Assessment Plan, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS – Pledged Revenue Fund” and “APPENDIX B – Form of Indenture.”

The Assessments, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds and the Improvement Area #2 Reimbursement Obligation. An Annual Installment of Assessments has been made payable in the Assessment Ordinance in each Fiscal Year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay the portion of the debt service requirements

attributable to Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

Any sums collected for the payment of Annual Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on the property within Improvement Area #2 of the District to pay the principal of and interest on the Improvement Area #2 Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments are effective from the date, and strictly in accordance with the terms, of the Assessment Ordinance. Each Assessment may be paid in full or in part at any time or in periodic Annual Installments over a period of time equal to the term of the Improvement Area #2 Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments for each lot within Improvement Area #2 and allocated to the Bonds, begins to accrue on the date specified in the Service and Assessment Plan and, bears interest at the rate of interest on the Bonds plus the 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act (the "Additional Interest Rate"). Interest on the Assessments allocated to the Improvement Area #2 Reimbursement Obligation pursuant to the Reimbursement Agreement begins to accrue on the date specified in the Service and Assessment Plan and interest on such portion of the Assessments shall bear interest at the rates set forth in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of Assessments, will be determined by September 30 of each year and billed on or around October 15 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.003(b)(14) of the PID Act, the City will levy, assess, and collect each year while the Bonds are Outstanding and unpaid, an assessment to pay the Annual Collection Costs. The portion of each Annual Installment of an Assessment used to pay the Annual Collection Costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the levy after an annual review in any year pursuant to Section 372.015(d) of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance and shall be billed as part of the Annual Installment on or about October 15 of each year and shall be delinquent if not paid by February 1 of the following year. Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.

There will be no split payment of Assessments or discount for the early payment of Assessments.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Assessed Property within Improvement Area #2, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES." The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS – Assessment Limitations." There are currently no properties within Improvement Area #2 that have claimed a homestead exemption.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, and execution and delivery of the Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur. See “APPENDIX B – Form of Indenture.”

Pledged Revenue Fund

On or before February 1 of each year while the Improvement Area #2 Bonds are Outstanding, provided that Pledged Revenues have been received by the City, or if not, then as soon available, beginning February 1, 2023, the City shall deposit or cause to be deposited the Pledged Revenues (which excludes, for the avoidance of doubt that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund and the Delinquency and Prepayment Account, respectively) into the Pledged Revenue Fund which deposit shall be directed by the City to the Trustee pursuant to a City Certificate. Specifically, the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority:

- (i) *first*, unless otherwise directed by a Supplemental Indenture, to be retained in the Pledged Revenue Fund amounts sufficient to pay Annual Debt Service on the Improvement Area #2 Bonds coming due in the current Bond Year;
- (ii) *second*, unless otherwise directed by a Supplemental Indenture, to the Bond Reserve Account in an amount to cause the amount in the Bond Reserve Account to equal the Bond Reserve Account Requirement;
- (iii) *third*, unless otherwise directed by a Supplemental Indenture, amounts representing Additional Interest to the Delinquency and Prepayment Reserve Account of the Reserve Fund in an amount equal to the Delinquency and Prepayment Reserve Requirement;
- (iv) *fourth*, to the Improvement Area #2 Reimbursement Fund in amounts set forth in the Service and Assessment Plan and for the annual reimbursement of Improvement Area #2 Improvements pursuant to the Reimbursement Agreement; and
- (v) *fifth*, unless otherwise directed by a Supplemental Indenture, in accordance with the written direction of the City, to pay other costs permitted by the PID Act.

Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (i) through (iv) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Improvement Area #2 Bonds as provided in the Indenture. The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited as Additional Interest, Prepayments or Foreclosure Proceeds as described below.

From time to time as needed to pay the obligations relating to the Improvement Area #2 Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the

Principal and Interest Account to be deposited, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Improvement Area #2 Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund, there are insufficient funds to make the payments provided above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Improvement Area #2 Bonds.

Notwithstanding the above described flow of funds, the Trustee shall deposit (a) Additional Interest to the Pledged Revenue Fund and shall transfer all or a portion of such Additional Interest to the Delinquency and Prepayment Reserve Account (up to the Delinquency and Prepayment Reserve Requirement); (b) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund; and (c) the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to restore any transfers from the Bond Reserve Account of the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate (up to the Bond Reserve Account Requirement); second, to restore any transfers from the Delinquency and Prepayment Reserve Account made with respect to the Assessed Property to which the Foreclosure Proceeds relate (up to the Delinquency and Prepayment Reserve Requirement); and third, to the Redemption Fund.

Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until the Delinquency and Prepayment Reserve Requirement is met and then to the Administrative Fund.

After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Improvement Area #2 Bonds, and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Delinquency and Prepayment Reserve Account), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including the payment of any amount owed pursuant to the Reimbursement Agreement, as set forth in a Supplemental Indenture.

Bond Fund

No later than on each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Improvement Area #2 Bonds.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth above, the Trustee shall withdraw first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Bond Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on March 15, 2023, and September 15, 2023. Not later than five (5) Business Days before each such date, the Trustee shall withdraw funds from the Capitalized Interest Account and transfer to the Principal and Interest Account for payment of interest on the Bonds.

Any amounts on deposit to the Capitalized Interest Account after the payment of interest shall be transferred, at the direction of the City, to the Improvement Account of the Project Fund, or to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Project Fund

Money on deposit in the Improvement Account, Developer Improvement Account and Cost of Issuance Account of the Project Fund shall be used for the purposes of (i) paying a portion of the Improvement Area #2 Costs, (ii) paying capitalized interest on the Improvement Area #2 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 the Bonds.

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Improvement Area #2 Bonds pursuant to one or more City Certificates or pursuant to a closing memo prepared by the City's financial advisor at closing of each series of Improvement Area #2 Bonds. Moneys disbursed to the Developer at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request. Any funds in the Costs of Issuance Account not needed to pay costs of issuance shall be transferred to (i) the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #2 Improvements or (ii) to the Principal and Interest Account of the Bond Fund and used to pay interest on the Improvement Area #2 Bonds, as directed by the City.

Except as otherwise provided in the Indenture, money on deposit in the Developer Improvement Account and the Improvement Account of the Project Fund, shall be used solely to pay the costs of the Improvement Area #2 Improvements. Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment for the costs set forth therein, from the following accounts in the following priority, until monies are no longer available therein: (1) first, from the Improvement Account of the Project Fund and (2) second, from the Developer Improvement Account of the Project Fund. Except as provided in the Indenture, money on deposit in the Improvement Account shall be used solely to pay the costs set forth in the applicable Certificate for Payment. Except as provided in the Indenture, money on deposit in the Developer Improvement Account shall be used solely to pay costs set forth in the applicable Certificate for Payment.

If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #2 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the Improvement Account shall be transferred to the Redemption Fund to redeem Improvement Area #2 Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture and the Improvement Account shall be closed.

If the City Representative determines in his or her sole discretion that amounts then on deposit in the Developer Improvement Account of the Project Fund are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #2 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Developer Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Developer Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate to be on deposit in the Developer Improvement Account shall be transferred and released to the Developer pursuant to the Indenture, and (ii) shall close the Developer Improvement Account.

Upon the filing of a City Certificate stating that all Improvement Area #2 Improvements have been completed and that all costs thereof have been paid, or that any such costs are not required to be paid from the Developer Improvement Account pursuant to a Certificate for Payment, the Trustee (i) shall transfer and release the amounts remaining in the Developer Improvement Account; and (ii) shall close the Developer Improvement Account.

Any amounts in the Developer Improvement Account to be transferred and released shall be irrevocably and unconditionally transferred and released to the Developer, or to the Developer's successors and assigns or designees as identified in a written notice from the Developer to the Trustee and the City.

Upon the filing of a City Certificate stating that all Improvement Area #2 Improvements have been completed and that all Improvement Area #2 Costs have been paid, or that any such costs are not required to be paid from the Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee, and shall close the Improvement Account of the Project Fund.

Redemption Fund

Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds pursuant to optional redemption, extraordinary option redemption and mandatory sinking fund redemption as provided in the First Supplemental Indenture.

The Trustee shall cause to be deposited to the Redemption Fund from Prepayments and Foreclosure Proceeds received by the Trustee an amount sufficient to redeem Improvement Area #2 Bonds pursuant to the extraordinary optional redemption as set forth in a Supplemental Indenture. If after such transfer, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Improvement Area #2 Bonds to the date fixed for redemption of the Improvement Area #2 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Delinquency and Prepayment Reserve Account, transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #2 Bonds.

The Trustee shall, to the extent sufficient funds are available from the Pledged Revenues received by the Trustee and not otherwise disbursed in accordance with the provisions of the Master Indenture, cause to be deposited to the Redemption Fund from Pledged Revenues and pursuant to any transfers made pursuant to the Indenture, an amount sufficient to redeem Improvement Area #2 Bonds pursuant to optional redemption, extraordinary optional redemption or mandatory sinking fund redemption as provided in a Supplemental Indenture at the direction of the City.

Bond Reserve Account

Pursuant to the Master Indenture, a Bond Reserve Account will be created within the Reserve Fund for the benefit of the Improvement Area #2 Bonds and will held by the Trustee and funded with proceeds of the Improvement Area #2 Bonds in the amount of the Bond Reserve Account Requirement. As of the Closing Date of the Bonds, the Bond Reserve Account Requirement is equal to \$_____.

The City agrees with the Owners of the Improvement Area #2 Bonds to accumulate, and when accumulated, maintain in the Bond Reserve Account, an amount equal to not less than the Bond Reserve Account Requirement. As noted below, all amounts deposited in the Bond Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund in the event of any deficiency in such Principal and Interest Account on any Interest Payment Date or any date on which principal of the Improvement Area #2 Bonds is due.

Whenever a transfer is made from the Bond Reserve Account to the Principal and Interest Account of the Bond Fund due to a deficiency in the Principal and Interest Account, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Bond Reserve Account exceeds the Bond Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to the Principal and Interest Account, the Redemption Fund, or the Administrative Fund, as set forth in the City Certificate. The excess amounts transferred from the Bond Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Improvement Area #2 Bond Proceeds (including investment earnings on such proceeds) and, second, from amounts that are Improvement Area #2 Bond proceeds (including investment earnings on such proceeds).

At the final maturity of the Improvement Area #2 Bonds, the amount on deposit in the Bond Reserve Account shall be transferred to the Principal and Interest Account or the Redemption Fund, as applicable, and applied to the payment of the principal of the Improvement Area #2 Bonds.

If, after a Bond Reserve Account withdrawal, the amount on deposit in the Bond Reserve Account is less than the Bond Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Bond Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

At the final maturity of the Improvement Area #2 Bonds, the amount on deposit in the Bond Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Improvement Area #2 Bonds.

If the amount held in the Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund and the Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Improvement Area #2 Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Improvement Area #2 Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Improvement Area #2 Bonds as of such Interest Payment Date.

Whenever Improvement Area #2 Bonds are to be redeemed with the proceeds of Prepayments, a proportionate amount in the Bond Reserve Account shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Improvement Area #2 Bonds as detailed in a City Certificate. The amount so transferred from the Bond Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Bond Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Bond Reserve Account prior to redemption, and (ii) the Bond Reserve Account Requirement after such redemption; provided, however, no such transfer from the Bond Reserve Account shall cause the amount on deposit therein to be less than the Bond Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Improvement Area #2 Bonds, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Improvement Area #2 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Delinquency and Prepayment Reserve Account, transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #2 Bonds.

Delinquency and Prepayment Reserve Account

In addition to the initial deposit to the Delinquency and Prepayment Reserve Account of the Reserve Fund, Additional Interest shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until such time that the amount on deposit in the Delinquency and Prepayment Reserve Account is at least equal to the Delinquency and Prepayment Reserve Requirement. Whenever, at the written request of the City Representative, on any Interest Payment Date or on any other date, the amount in the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The City shall direct the Trustee in writing to transfer the amounts of such excess in the Delinquency and Prepayment Reserve Account to (i) the Bond Reserve Account to restore any deficiency in the Bond Reserve Account up to the Bond Reserve Account Requirement, (ii) the Administrative Fund for payment of Annual Collection Costs (in compliance with the Indenture), or (iii) to the Redemption Fund to be used to redeem Improvement Area #2 Bonds. The excess amounts transferred from the Delinquency and Prepayment Reserve Account of the Reserve Fund to the Administrative Fund will be presumed to have been transferred, first, from sources other than Improvement Area #2 Bond Proceeds (including investment earnings on such proceeds) and, second, from amounts that are Improvement Area #2 Bond proceeds (including investment earnings on such proceeds). In the event that the Trustee does not receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve funds within forty-five (45) days of providing notice to the City of such excess Delinquency and Prepayment Reserve amount, the Trustee shall transfer the excess Delinquency and Prepayment Reserve amount to the Redemption Fund and provide the City with written notification of the transfer.

Whenever Improvement Area #2 Bonds are to be redeemed with the proceeds of Prepayments, if there are insufficient funds in the Redemption Fund from such Prepayments to redeem the Bonds on their redemption date, the Trustee shall, to the extent sufficient funds are available in the Delinquency and Prepayment Reserve Account, transfer funds from the Delinquency and Prepayment Reserve Account to the Redemption Fund in the amount of the deficiency and such funds shall be used to redeem Improvement Area #2 Bonds.

Administrative Fund

The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to this paragraph.

Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Master Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. **THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND IS NOT SECURITY FOR THE IMPROVEMENT AREA #2 BONDS.**

The Trustee shall transfer its authorized fees and expenses from the Administrative Fund to pay the foregoing unless the Trustee receives written objection from the City within ten (10) Business Days of its delivery of notice of such costs to the City. No City Certificate is necessary for the Trustee to receive compensation for the services rendered Under the Master Indenture.

Improvement Area #2 Reimbursement Fund

Money on deposit in the Improvement Area #2 Reimbursement Fund shall be used to reimburse the Developer for Actual Costs of the Improvement Area #2 Improvements pursuant to the Reimbursement Agreement and the Service and Assessment Plan. The payment of Assessments to reimburse the Developer for Actual Costs of the Improvement Area #2 Improvements is subordinate to the payment of debt service on the Improvement Area #2 Bonds.

Defeasance

All Outstanding Improvement Area #2 Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Improvement Area #2 Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption of said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Improvement Area #2 Bonds to become due on such Improvement Area #2 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Improvement Area #2 Bonds to become due on such Improvement Area #2 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Improvement Area #2 Bonds are then rated, the Trustee shall have received written confirmation from each rating agency which is providing a rating on the Improvement Area #2 Bonds, that such deposit will not result in the reduction or withdrawal of the rating on the Improvement Area #2 Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Master Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Improvement Area #2 Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Improvement Area #2 Bonds on and prior to such redemption date or maturity date thereof, as the case may be, only upon receipt by the Trustee of

(i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Improvement Area #2 Bonds to become due on such Improvement Area #2 Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the City’s official investment policy as approved by the City Council from time to time, and eligible for the investment of public funds by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Master Indenture:

- (i) the failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) the failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;
- (iii) the failure to make payment of the principal of or interest on any of the Improvement Area #2 Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and
- (iv) default in the performance or observance of any covenant, agreement or obligation of the City under the Master Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Improvement Area #2 Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the aggregate outstanding principal amount of the Improvement Area #2 Bonds at the time Outstanding requesting that the failure be remedied.

An event described above will not be viewed as an Event of Default if it is in violation of any applicable state law or court order.

The City shall not be required to advance anything other than the Pledged Revenues that have been made available to the City or other assets that are part of the Trust Estate in order to avoid the Events of Default listed above.

Immediate Remedies for Default

Subject to the terms and provisions of the Master Indenture, upon the happening and continuance of any of the Events of Default described above, the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Improvement Area #2 Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Master Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Master Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE IMPROVEMENT AREA #2 BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Improvement Area #2 Bonds, in the selection of Trust Estate assets to be used in the payment of Improvement Area #2 Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the Indenture following an Event of Default, irrespective of and whether other remedies authorized under the Master Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms, as the Trustee may deem appropriate, and as may be required by Applicable Laws and apply the proceeds thereof in accordance with the provisions of this paragraph. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Master Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of at least 25% of the aggregate principal amount of the Improvement Area #2 Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as required by the Master Indenture, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers thereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Improvement Area #2 Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Improvement Area #2 Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Master Indenture by its, his or their action or to enforce any right thereunder except in the manner provided therein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided therein and for the equal benefit of the registered owners of all Improvement Area #2 Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above

shall be conditions precedent to the execution of the powers and trusts of the Master Indenture and to any action or cause of action for the enforcement of the Master Indenture or for any other remedy thereunder.

Subject to provisions of the Master Indenture with respect to certain liabilities of the City, nothing in the Master Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Improvement Area #2 Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Improvement Area #2 Bond issued under the Indenture to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Improvement Area #2 Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Master Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys After Event of Default

All moneys, securities, funds, and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Master Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Master Indenture, during the continuance of an Event of Default, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Improvement Area #2 Bonds, as follows:

- (i) *First:* To the payment to the registered owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered owners entitled thereto, without any discrimination or preference; and
- (ii) *Second:* To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Improvement Area #2 Bonds, or Redemption Price of any Improvement Area #2 Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Improvement Area #2 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Improvement Area #2 Bonds that are Outstanding in proportion to the quantity of Improvement Area #2 Bonds that are currently due and in default under the terms of the Master Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, shall not extend to or affect any subsequent default under the Master Indenture or impair any right consequent thereon.

Investment of Funds

Money in any Fund established pursuant to the Master Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) Business Days in advance of the making of such investment in time deposits, other bank deposit products, or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Chapter

2256 Texas Government Code, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times set forth in the Master Indenture. Such investments shall be valued each year in terms of current market value as of September 30 and on each Interest Payment Date (for the purpose of determining excess funds pursuant to the Master Indenture). For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, the Trustee shall hold monies held by it uninvested. Any obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Master Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts.

The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment if approved by the City in writing. The Trustee shall not incur any liability for losses arising from any investments made pursuant to the Master Indenture. The Trustee shall not be required to determine the suitability or legality of any investments and may conclusively rely on the City's written instructions of the directed investments.

Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions in the Master Indenture for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee thereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in the Master Indenture.

The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee under the Master Indenture; and the Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from the City. No monthly cash transaction statement will be provided if no activity occurred during such month, so long as the Trustee is providing online access. The Trustee may conclusively rely on City Certificates that such an investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Against Encumbrances

Other than Improvement Area #2 Bonds issued pursuant to the terms of the Master Indenture, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance, or charge upon the Trust Estate, or upon any other property pledged under the Master Indenture, except the pledge created for the security of the Improvement Area #2 Bonds (which includes Additional Parity Obligations), and other than a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #2 Bonds.

So long as Improvement Area #2 Bonds are Outstanding under the Master Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness, other than Improvement Area #2 Bonds authorized as set forth in the Master Indenture (which includes Additional Parity Obligations) and bonds issued to refund all or a portion of the Improvement Area #2 Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #2 Bonds.

Conditions Precedent to Issuance of Improvement Area #2 Bonds

Each series of Improvement Area #2 Bonds shall be issued and delivered only upon delivery to the Trustee of the following:

(i) Certified copy of a Supplemental Indenture authorizing the issuance thereof and specifying the terms and provisions of such Improvement Area #2 Bonds as required by the Master Indenture; and

(ii) Certificate of the City stating that (i) all conditions precedent to the issuance of the Improvement Area #2 Bonds specified in the Master Indenture and in any Supplemental Indenture have been satisfied, and (ii) the City is not in default in any covenant, representation, warranty or provisions of the Master Indenture or of any Supplemental Indenture unless such default will be cured by the issuance of the proposed Improvement Area #2 Bonds.

Additional Parity Obligations; Other Obligations or Other Liens

The City reserves the right, subject to the provisions of the Master Indenture, to issue Additional Parity Obligations pursuant to a Supplemental Indenture.

The City reserves the right, subject to the provisions of the Master Indenture, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

Other than Improvement Area #2 Bonds (including Additional Parity Obligations) issued pursuant to a Supplemental Indenture as provided in the Master Indenture, so long as Improvement Area #2 Bonds are Outstanding thereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Trust Estate pledged under the Master Indenture, other than (i) a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #2 Bonds, or (ii) refunding bonds issued to refund all or a portion of the Improvement Area #2 Bonds.

Other than bonds issued to refund all or a portion of the Improvement Area #2 Bonds or Additional Parity Obligations, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of the Master Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Master Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds and Accounts; provided, however, that nothing in this paragraph shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would adversely affect the ability of the City to timely pay the Annual Debt Service due and owing on the Improvement Area #2 Bonds.

The City may issue Additional Parity Obligations. No Additional Parity Obligations shall be issued pursuant to a Supplemental Indenture unless the value to lien ratio of the Assessments to the value of the Assessed Property for each series of Additional Parity Bonds equals at least 3:1, as determined by the City.

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SOURCES AND USES OF FUNDS*

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$
TOTAL SOURCES	\$
Use of Funds:	
Deposit to Improvement Account of the Project Fund	\$
Deposit to Costs of Issuance Account of the Project Fund	
Deposit to Bond Reserve Account of the Reserve Fund	
Deposit to Delinquency and Prepayment Reserve Account of the Reserve Fund	
Underwriter's Discount ⁽¹⁾	
TOTAL USES	\$

⁽¹⁾ Includes the fee of Underwriter's Counsel.

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* To be completed upon pricing.

DEBT SERVICE REQUIREMENTS*

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

Year Ending (September 30)	Principal	Interest	Total
2023	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
Total			

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* To be completed upon pricing.

OVERLAPPING TAXES AND DEBT

The land within Improvement Area #2 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities. Such taxes are payable in addition to the Assessments. In addition, the Developer anticipates that each Lot owner in Improvement Area #2 of the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association of approximately \$1,000 per year.

The City, Harris County, Harris County Department of Education, Harris County Flood Control District, Harris County Hospital District, Lone Star College System, Port of Houston Authority, Tomball Independent School District ("Tomball ISD") and Harris County Emergency Service District #8 may each levy ad valorem taxes upon land in Improvement Area #2 of the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or assessments levied by any other taxing authorities.

The following table reflects the overlapping ad valorem tax rates levied on property located in Improvement Area #2. Improvement Area #2 will be located entirely within the corporate limits of the City and within Harris County, Harris County Department of Education, Harris County Flood Control District, Harris County Hospital District, Lone Star College System, Port of Houston Authority, Tomball ISD and Harris County Emergency Service District #8.

Taxing Entity	Tax Year 2021 Ad Valorem Tax Rate ⁽¹⁾
The City	0.333339
Harris County	0.376930
Harris County Department of Education	0.004990
Harris County Flood Control District	0.033490
Harris County Hospital District	0.162210
Lone Star College System	0.107800
Port of Houston Authority	0.008720
Tomball ISD	1.250000
Harris County Emergency Service District #8	0.094245
Total Current Tax Rate	\$2.371724
Estimated Average Annual Assessment in Improvement Area #2 as a Tax Rate Equivalent	\$0.775283 ⁽²⁾
Estimated Total Tax Rate and Average Annual Assessment in Improvement Area #2 as a Tax Rate Equivalent	\$3.147007⁽²⁾

⁽¹⁾ As reported by the taxing entities. Per \$100 in assessed value.

⁽²⁾ *Preliminary, subject to change.* Assumes completion of homes at values estimated by the Developer. Includes the Assessment for the Bonds and the Improvement Area #2 Reimbursement Obligation. Pursuant to the Development Agreement the maximum projected annual assessment for each phase shall be no greater than \$0.96 per \$100 valuation at the time of issuance of each series of PID Bonds; the tax rate limit applies on an aggregate basis for the entire property within each phase or future improvement area and on an individual assessed parcel basis (including projected average sales price of the homes to be constructed on the lots).

As noted above, Improvement Area #2 of the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #2 of the District, and City debt to be secured by the Assessments:

Taxing or Assessing Entity	Gross Outstanding Debt as of 9/12/22	Estimated Percentage Applicable ⁽¹⁾	Direct and Estimated Overlapping Debt ⁽¹⁾
The City (the Bonds)	\$ 2,430,000 ⁽²⁾	100.00%	\$2,430,000 ⁽²⁾
The City (IA#2 Reimbursement Obligation)	2,744,000 ⁽²⁾	100.00	2,744,000 ⁽²⁾
The City (General Obligation)	28,790,000	0.31720	91,330
Harris County	1,515,787,125	0.00140	21,245
Harris County Department of Education	20,185,000	0.00140	283
Harris County Flood Control District	572,875,000	0.00143	8,168
Harris County Hospital District	76,385,000	0.00143	1,089
Lone Star College District	641,405,000	0.00306	19,642
Port of Houston Authority	469,434,397	0.00144	6,746
Tomball ISD	685,985,000	0.04829	331,276
	<u>\$4,016,020,522</u>		<u>\$5,653,779</u>

⁽¹⁾ Based on the Appraisal and on certified valuations for Tax Year 2021 for the taxing entities. The Appraisal assumes the completion of the Improvement Area #2 Improvements. See "APPRAISAL."

⁽²⁾ Preliminary, subject to change.

If land is devoted principally to agricultural use, a landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural use valuation with respect to its ad valorem taxes. None of the property in Improvement Area #2 is currently subject to an agricultural valuation. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation. See "BONDHOLDERS' RISKS – Agricultural Use Valuation and Redemption Rights."

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous five years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract. The land within Improvement Area #2 is no longer subject to an agricultural valuation, and the Developer will pay any roll-back taxes due as they are assessed.

ASSESSMENT PROCEDURES

General

Capitalized terms under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meaning given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #2 Improvements through Assessments, it must adopt a resolution generally describing the Improvement Area #2 Improvements and the land within Improvement Area #2 of the District to be subject to Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared (the "Assessment Roll"), that shows the land within Improvement Area #2 to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments into which the Assessment is divided. The Assessment Roll was filed with the City Secretary and made available for

public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #2 Improvements and funding the same with Assessments. The City Council intends to consider a levy of the Assessments and adoption of the Assessment Ordinance on October 3, 2022. After adoption of the Assessment Ordinance, the Assessments will become legal, valid, and binding liens upon the property against which the Assessments were made.

Under the PID Act, the costs of the Improvement Area #2 Improvements to be defrayed through Assessments may be assessed by the City against the assessable property in Improvement Area #2 of the District so long as the special benefit conferred upon the Assessed Property by the Improvement Area #2 Improvements equals or exceeds the Assessments. The costs of the Improvement Area #2 Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The allocation of benefits and assessments to the benefitted land within Improvement Area #2 of the District is presented in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C – Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property within Improvement Area #2 as a result of the Improvement Area #2 Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #2 Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #2 Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues and other assets of the Trust Estate, including the Assessments.

Method of Apportionment of Assessments. As set forth in the Service and Assessment Plan, the City Council has determined to allocate the cost of the Improvement Area #2 Improvements entirely to the Assessed Property by spreading the entire Assessment across all Assessed Property based on the ratio of the Estimated Buildout Value of each Assessed Property within Improvement Area #2 to the Estimated Buildout Value for all Assessed Property within Improvement Area #2.

Method of Allocation of Assessments. As set forth in the Service and Assessment Plan, the City Council will initially allocate the Assessments to all Assessed Property by Lot Type. All Lots within Improvement Area #2 are determined to be Lot Type 2 Lots. As such, each Lot within Improvement Area #2 is allocated the same Assessment and all Lots within Improvement Area #2 are equally benefitted by the Improvement Area #2 Improvements. See “THE DEVELOPMENT – Overview” and Exhibit H, Improvement Area #2 Total Assessment Roll, to “APPENDIX C – Service and Assessment Plan.”

Method of 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 Property

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 the 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-Benefitted 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 the 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 J to the Service and Assessment Plan for the applicable Lot Type, and compliance may require a mandatory Prepayment of Assessments pursuant to Section VI.B of the Service and Assessment Plan.

True-up of Assessments if Maximum Assessment Exceeded. Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type 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.

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 any 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 any Delinquent Collection Costs, prior to the change in status.

Reduction of Assessments. If, as a result of cost savings or an Improvement Area #2 Improvement not being constructed, the Actual Costs of completed Improvement Area #2 Improvements are less than the Assessments, the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the Improvement Area #2 Bonds, that are not expected to be used to pay costs of Improvement Area #2 Improvements to redeem outstanding Improvement Area #2 Bonds, in accordance with the applicable Indenture. Any such reduction in the costs of the Improvement Area #2 Improvements shall also reduce the Reimbursement Obligation under the related Reimbursement Agreement.

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

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 following table provides the initial allocation of Assessments to Improvement Area #2 Parcels.

Expected Allocation of Assessments ⁽¹⁾

Planned Lot Type	Planned Number of Lots ⁽²⁾	Est. Buildout Value per Lot ⁽²⁾	Total Estimated Buildout Value ⁽³⁾	Maximum Assessment per Lot ⁽⁴⁾	Total Assessment per Lot Type ⁽⁴⁾	Estimated Average Annual Installments per Lot ⁽⁵⁾	Tax Rate Equivalent per \$100/AV (Completed Homes)
50' x 125'	118	\$442,000	\$52,156,000	\$43,381	\$5,119,000	\$3,427	\$.775283

⁽¹⁾ Preliminary, subject to change. Derived from information in the Service and Assessment Plan.

⁽²⁾ Provided by the Developer.

⁽³⁾ Obtained from the Service and Assessment Plan.

⁽⁴⁾ Preliminary, subject to change. Pursuant to the Service and Assessment Plan, the Maximum Assessment that can be levied on a Lot within Improvement Area #2 is the amount calculated pursuant to the assessment methodology described in Section V.A of, and shown in Exhibit J to, the Service and Assessment Plan. See “OVERLAPPING TAXES AND DEBT – Overlapping Taxes” and “APPENDIX C – Service and Assessment Plan.”

⁽⁵⁾ Derived from information in the Service and Assessment Plan. Based on Annual Installments due from 2023 to 2051 due to the anticipated release of the accounts within the Reserve Fund reducing the Annual Installment due January 31, 2052.

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS – Assessment Limitations.”

The City will covenant in the Indenture to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Assessed Property in proportion to the amount of the Annual Installments for the Parcels.

The City will covenant, agree and warrant in the Indenture that, for so long as any Bonds are Outstanding, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law and to the extent reasonably possible, notice of the Annual Installments will be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

The City will generally implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Continuing Disclosure Agreement of the Issuer set forth in APPENDIX E-1 hereof and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are billed in each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u>	<u>Cumulative</u>	<u>Cumulative</u>	
<u>Received</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The maximum amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessment Roll sets forth for each year the Annual Installment for each parcel consisting of payment of (i) principal, (ii) interest, (iii) Annual Collection Costs, and (iv) Additional Interest (with respect to the portion of the Assessment allocated to the Bonds). The Annual Installments for Improvement Area #2 may not exceed the amounts shown on the Assessment Roll. The Assessments will be levied against the Parcels comprising the Assessed Property as indicated on the Assessment Roll. See “APPENDIX C – Service and Assessment Plan.”

The Annual Installments shown on the Assessment Roll will be reduced to equal the actual costs of repaying the Bonds, the Improvement Area #2 Reimbursement Obligation, the Additional Interest (with respect to the portion of the Assessment allocated to the Bonds) and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. See “– Assessment Methodology – Reduction of Assessments.”

The Bonds are secured by a first lien on and pledge of the Trust Estate, including revenue from the Assessments. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS” and “APPENDIX C – Service and Assessment Plan.”

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a “Prepayment”) all or part of any Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Improvement Area #2 Bonds [and a reduction in the amount of the Reimbursement Obligation]. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Assessments.

Mandatory Prepayments. If (i) Assessed Property is transferred to a person or entity that is exempt from the payment of the Assessment under applicable law, or (ii) an owner of Assessed Property causes the Assessed Property to become Non-Benefited Property, the Owner of such Assessed Property shall pay to the City the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs, prior to any such transfer or act (a “Mandatory Prepayment”), in accordance with the Service and Assessment Plan.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest and any Prepayment Costs to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event, there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

The City will covenant in the Indenture to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX B – Form of Indenture. See also “APPENDIX E-1 – Form of Disclosure Agreement of the Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

THE CITY

Location and Size

The City is located in Harris and Montgomery Counties and is approximately 32 miles northwest of the City of Houston on FM Road 2920. The City covers approximately 12.32 square miles.

Population

The Federal Decennial Census information is provided below. The City estimates its 2022 population to be 12,341.

<u>Federal Decennial Census</u>					
<u>1970</u>	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>
2,734	3,996	6,370	9,089	10,753	12,341

City Government

The City is a municipal corporation of the State, duly organized and existing under the laws of the State, including the City’s Home Rule Charter. The City was incorporated in July of 1933 and first adopted its Home Rule Charter on January 17, 1987. The City operates under a Council-City Manager form of government with a City Council comprised of the Mayor and five Council members elected to serve three-year terms. The Mayor is the official head of City government, and the City Manager acts as the chief administrative officer. The City provides a number of services, including water, sanitary sewer collection and treatment, gas service, police, fire, maintenance of streets and drainage, municipal court, a community center, and parks.

The current members of the City Council and their respective expiration of terms of office, as well as the principal administrators of the City, are noted on page i. See “APPENDIX A – General Information Regarding the City” for more information.

Transportation and Utilities

The City is served by a Burlington Northern system affiliate, with rail spur connections available, and is also served by an Arrow-Trailways bus line. Commercial air service is afforded by the George Bush Intercontinental

Airport, William P. Hobby Airport and David Wayne Hooks Memorial Airport, approximately 25 miles, 40 miles and 2 miles from the City, respectively. FM 2920, a four-lane highway, connects the City to Interstate 45 and State Highway 290.

Electricity is supplied by CenterPoint and natural gas by the City. The City supplies potable water from six water wells, five of which are currently in operation, and also provides two wastewater collection and treatment facilities.

Education and Health Care

The City is served by the schools of Tomball Independent School District (“Tomball ISD”). According to its website, Tomball ISD spans 83 square miles in northwest Harris County and southwest Montgomery County, and over 18,000 students in grades pre-kindergarten through 12 across 20 campuses. The district operates two comprehensive high schools, an accelerated high school, six middle schools, 11 elementary schools, a special programs center and an early childcare center. According to the Texas Education Agency annual school report cards, Tomball ISD was rated as “A” for 2018-2019. (The categories for public school districts and public schools are A, B, C, D or F).

Higher education facilities in the area include Lone Star College – Tomball which is a 145-acre campus offering Associate of Applied Science and Associate of Arts Degrees. Other colleges and universities within commuting distance include Houston Baptist University, Prairie View A&M University, Rice University, St. Thomas University, Sam Houston State University, Texas A&M University, Texas Southern University, and the University of Houston.

The City is served by the non-profit acute general care hospital, Tomball Regional Hospital. Tomball Regional Hospital includes complete diagnostic facilities, a cardiac care unit, 24-hour emergency room, outpatient surgery center, a birthing center, a sports medicine center, home health care and the Texas Wound and Lymphedema Center. Also included with the hospital is The Heritage Retirement Community, which offers independent assisted living, comprehensive living and an Adult Daybreak Center. The City is also served by the for-profit long-term acute care hospital Kindred Hospital. The facility provides intensive care services, endoscopy suites, in-house radiology with CT, hyperbaric oxygen chambers, and 24-hour in-house physician coverage.

City Regulation of Oil and Gas Wells

In 2008, the City enacted an ordinance prohibiting, without a permit, the drilling or deepening of any well, or the conducting of any seismic activity, within 1,000 feet of any residence, building, or other structure intended for human occupancy without a permit. This applies to wells drilled after September 2, 2008, and does not apply to any fully drilled wells in existence prior to September 2, 2008. Accordingly, there are several producing wells within the City limits; although, none in the District. See also “THE DEVELOPMENT – Existing Mineral and Groundwater Rights.”

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by Resolution No. 2019-41 of the City adopted on October 7, 2019, as amended and restated on November 4, 2019 and December 20, 2020 (collectively, the “Creation Resolution”) in accordance with the PID Act for the purpose of undertaking and financing, in phases, the costs of certain public improvements within the District, including the Improvement Area #2 Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed. The District is not a separate political subdivision of the State and is governed by the City Council. Maps of the property within the District are included on pages iii-iv hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction, or improvement of the Improvement Area #2 Improvements. See “THE IMPROVEMENT AREA #2 IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain improvements within the District, which include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention improvements and facilities); (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the PID Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. The City has determined to finance a portion of the costs thereof through the issuance of the Bonds, and to provide for the payment of debt service on the Bonds from the Trust Estate. See “ASSESSMENT PROCEDURES” and “APPENDIX C – Service and Assessment Plan.”

THE IMPROVEMENT AREA #2 IMPROVEMENTS

General

The Developer plans to develop the District in three phases, as reflected on the map on page iv. The Developer has completed development of the Improvement Area #1 Improvements to serve Improvement Area #1. The Developer commenced development of the Improvement Area #2 Improvements in April 2022 and expects such improvements to be completed by December 2022. Following development of Improvement Area #2, the Developer intends to, over an approximately fifteen-month period, undertake the final phase of development of internal phase specific public improvements necessary to serve the third phase in the Future Improvement Area. The boundaries of the District, Improvement Areas #1 and #2, and the Future Improvement Area are shown on page iv.

The Improvement Area #2 Improvements

The Developer or its designee will act as construction manager for the construction of the Improvement Area #2 Improvements. The Developer is responsible for the completion of the construction, acquisition, or purchase of the Improvement Area #2 Improvements. A portion of the costs of the Improvement Area #2 Improvements in the approximate amount of \$1,795,554* will be funded with the proceeds of the Bonds, and the Developer will be responsible for funding the remainder of the costs of the Improvement Area #2 Improvements, a portion of which will be reimbursed by the City pursuant to the Reimbursement Agreement. From the proceeds of the Bonds, the City will either pay directly or will reimburse the Developer for Actual Costs of developing and constructing the Improvement Area #2 Improvements. See “– The Development Agreement” below and APPENDIX F – Development Agreement.”

The City entered into the Reimbursement Agreement with the Developer to reimburse the Developer for a portion of the costs of the Improvement Area #2 Improvements not funded with proceeds of the Improvement Area #2 Bonds effective April 2022. The City and Developer expect to enter into an Amended and Restated Reimbursement

* Preliminary, subject to change.

Agreement on the date of sale of the Bonds to reflect a revised reimbursement amount not to exceed \$2,744,000*. See “– The Reimbursement Agreement” below and “APPENDIX G – Form of Reimbursement Agreement.”

The following table reflects the total expected costs of the Improvement Area #2 Improvements and their allocation between proceeds of the Bonds, the Improvement Area #2 Reimbursement Obligation, and the Developer contribution. See “APPENDIX C – Service and Assessment Plan.” As of August 2022, the Developer has spent approximately \$1,720,514 towards the costs of Improvement Area #2 Improvements and other improvements and soft costs related to Improvement Area #2 of the District. Also reflected are the costs of the Improvement Area #1 Improvements, a portion of which are being funded with the Improvement Area #1 Bonds. See “APPENDIX C – Service and Assessment Plan.”

Authorized Improvements	Total Costs [a]	Improvement Area #1		Improvement Area #2	
		%	Cost	%	Cost
<i>Improvement Area #1 Improvements</i>					
Streets [b]	\$ 1,882,152	100.00%	\$ 1,882,152	0.00%	\$ -
Water	212,679	100.00%	212,679	0.00%	-
Wastewater	499,294	100.00%	499,294	0.00%	-
Detention, Clearing and Grubbing [c]	1,362,175	100.00%	1,362,175	0.00%	-
Natural Gas	150,840	100.00%	150,840	0.00%	-
Soft Costs [d]	910,656	100.00%	910,656	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
Water	435,468	0.00%	-	100.00%	435,468
Wastewater	374,869	0.00%	-	100.00%	374,869
Detention, Clearing and Grubbing [c]	364,958	0.00%	-	100.00%	364,958
Natural Gas	235,000	0.00%	-	100.00%	235,000
Soft Costs [d]	769,942	0.00%	-	100.00%	769,942
	\$ 4,141,950		\$ -		\$ 4,141,950
<i>First Year Annual Collection Costs</i>					
	\$ 91,600		\$ 60,000		\$ 31,600
	\$ 91,600		\$ 60,000		\$ 31,600
<i>Series 2020 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 156,000		\$ 156,000		\$ -
Capitalized Interest	87,237		87,237		-
Deposit to Delinquency and Prepayment Reserve	12,450		12,450		-
Underwriter's Discount	100,000		100,000		-
Cost of Issuance	168,240		168,240		-
	\$ 523,927		\$ 523,927		\$ -
<i>Series 2022 Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ 257,365		\$ 69,745		\$ 187,620
Capitalized Interest	131,220		-		131,220
Deposit to Delinquency and Prepayment Reserve	20,940		8,790		12,150
Underwriter's Discount	200,000		100,000		100,000
Cost of Issuance	309,400		137,900		171,500
Rounding	356		-		356
	\$ 919,281		\$ 316,435		\$ 602,846
<i>Improvement Area #2 Additional Bond Issuance Costs [e]</i>					
Debt Service Reserve Fund	\$ 103,106		\$ -		\$ 103,106
Capitalized Interest	-		-		-
Deposit to Delinquency and Prepayment Reserve	13,720		-		13,720
Underwriter's Discount	101,042		-		101,042
Cost of Issuance	187,892		-		187,892
Rounding	-		-		-
	\$ 405,761		\$ -		\$ 405,761
Total	\$ 11,100,314		\$ 5,918,157		\$ 5,182,157

Footnotes:

- [a] Costs pursuant to EHRA Engineering's Preliminary Cost Estimate with estimates for IA#2 updated as of 8/2/2022.
- [b] Roadway includes excavation, paving, clearing, grubbing and site prep.
- [c] Includes on and off-site costs as well as storm water pollution prevention plan.
- [d] Soft Costs include engineering fees, geotech and construction materials testing fees and construction staking fees.
- [e] The Bond Issuance Costs associated with the Improvement Area #2 Additional Bonds are preliminary estimates.

The expected costs of the Improvement Area #2 Improvements are 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 and were approved by the City Council as part of the Service and Assessment Plan. See “APPENDIX C – Service and Assessment Plan.”

The Improvement Area #2 Improvements consist of the following:

Street Improvements. Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights, and all related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way. 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. 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 Improvement Area #2. 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. 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 service to the limits of Improvement Area #2. 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. Improvements include 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 control and detention. Improvements also 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 Improvement Area #2. The storm water and 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. 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 Improvement Area #2. 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. Include costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, District Formation Expenses, and contingency.

Ownership and Maintenance of Improvements

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City. A homeowners' association will maintain the amenities. See "THE DEVELOPMENT – Amenities."

The Development Agreement

The Developer entered into a Raburn Reserve Development Agreement, dated effective October 7, 2019, with the City, as amended by the first amendment thereto effective June 15, 2020 (as amended, the "Development Agreement"), to establish provisions for the apportionment, levying, and collection of assessments on the property within the District, the construction of the Authorized Improvements (as defined in the PID Act), reimbursement, acquisition, ownership and maintenance of certain public improvements within the District, including the Improvement Area #2 Improvements, and the issuance of bonds secured by District assessments ("PID Bonds") for the financing of the Authorized Improvements benefitting the property within the District.

In the Development Agreement, the Developer has agreed to undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Authorized Improvements and other improvements in the District (the “Development”). The Development Agreement provides that the Development will consist of the following elements: (i) up to 400 single family homes; (ii) 1.5-acre recreational reserve; (iii) swimming pool with dressing rooms, playground and picnic facilities; and (iv) 5% of the Development to be open space.

Under the Development Agreement, the issuance of PID Bonds is subject to the discretion of the City Council of the City and the following conditions must be satisfied prior to the City’s consideration of the sale of PID Bonds:

1. The maximum aggregate par amount of the PID Bonds to be issued by the City for benefit of the District shall not exceed \$15,000,000;
2. The maximum “tax rate” for the projected annual assessment for each phase shall be no greater than \$0.96 per \$100 valuation at the time of issuance of each series of PID Bonds; the tax rate limit applies on an aggregate basis for the entire property within each Phase and on an individual assessed parcel basis (including projected average sales price of the homes to be constructed on the lots);
3. Minimum value to lien ratio of at least 3:1 for each series of PID Bonds; such value shall be confirmed by an appraisal;
4. The Developer or its affiliates shall own all property within a phase of the District prior to the levy of assessments for such phase;
5. The Developer must provide evidence reasonably acceptable to the City of an executed loan document and/or private equity in an amount sufficient to complete the amenities required for the Development; and
6. The Developer shall not be in default under the Development Agreement.

Under the Development Agreement, at closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by the Developer, the Developer is required to deposit with the trustee under the applicable indenture of trust an amount equal to the difference between the costs of the Authorized Improvements and the net proceeds of the applicable series of PID Bonds.

The Development Agreement may be amended or modified in writing signed by the parties thereto. Any such amendment could affect the security for the Bonds.

This caption contains a brief summary of the Development Agreement. Potential purchasers of the Bonds should review the complete copy of the Development Agreement attached to this Limited Offering Memorandum. See “APPENDIX F – Development Agreement.”

The Reimbursement Agreement

The City entered into the Reimbursement Agreement relating to the reimbursement of Improvement Area #2 Costs effective April 2022. The City and the Developer expect to enter into an Amended and Restated Reimbursement Agreement at the time of the sale of the Bonds to reflect a reimbursement amount not to exceed \$2,744,000* (the “Improvement Area #2 Reimbursement Obligation”) not paid with proceeds of the Bonds. To the extent that the proceeds of the Bonds deposited in the Improvement Area #2 Improvement Account of the Project Fund on the Closing Date are not sufficient to pay the Improvement Area #2 Costs, taking into consideration funds previously expended by the Developer to construct the Improvement Area #2 Improvements prior to the Closing Date and the amount of the Improvement Area #2 Reimbursement Obligation, the Developer will deposit funds to the Developer Improvement Account of the Project Fund in an amount sufficient to fund the deficiency. As of August 2022, the Developer has spent approximately \$1,720,514 toward the costs of Improvement Area #2 Improvements and anticipates spending an

* Preliminary, subject to change.

additional \$2,383,363 prior to the Closing Date. The Bonds and the Improvement Area #2 Reimbursement Obligation will be secured by the Assessments[; however, the payment of debt service on the Bonds will be superior in right to payment of the Improvement Area #2 Reimbursement Obligation].

The City, upon the satisfaction of certain financial covenants, intends to issue approximately \$2,744,000* in principal amount of Additional Parity Obligations pursuant to the Master Indenture and a supplemental indenture to finance the Improvement Area #2 Reimbursement Obligation, as such amount may be reduced by annual payments of Assessment revenues to the Developer pursuant to the Reimbursement Agreement and Service and Assessment Plan. See “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS – Conditions Precedent to Issuance of Improvement Area #2 Bonds.”

When issued, the Additional Parity Obligations will be on parity with the Bonds and any Refunding Bonds issued to refund the Bonds or Additional Parity Obligations. Pursuant to the Service and Assessment Plan, the Reimbursement Agreement, and the Development Agreement, the Developer will be responsible for any costs of the Improvement Area #2 Improvements in excess of the amounts funded by the Bonds, any Additional Parity Obligations (if issued), and the Reimbursement Agreement, without reimbursement by the City. See “APPENDIX G – Form of Reimbursement Agreement.”

THE DEVELOPMENT

Overview

The Development is an approximately 110-acre master planned project that is located within the corporate limits of the City, approximately 34 miles from George Bush Intercontinental Airport and approximately 27 miles from downtown Houston. The Development is located at the east side of South Persimmon Road from Lizzie Lane to Agg Road (renamed Medical Complex Drive). Plans for the Development currently include common areas, trails, open space areas and a community pool and playground center.

The Developer expects to complete the Development in three phases with full buildout of homes currently estimated to occur in Q1 2026. The entire Development is located within the corporate limits of the City.

In December 2019, Developer acquired approximately 103 acres, comprising all of the land in the District at the time. Subsequent to the District’s initial creation, the City abandoned approximately 2 acres of right-of way property within the boundaries of the District and increased the size of the District to approximately 105 acres. December 2020, the Developer acquired approximately 5 additional acres adjacent to the District. The City annexed the additional acreage into the District in December 2020. The Developer was created for the purpose of acting as the developer of the District. See “THE DEVELOPER – History and Financing of the District.”

The 5 acres added to the District in December 2020 are in the Future Improvement Area along Medical Complex Drive. The Developer is currently marketing such acreage for sale as a commercial pad.

The Developer plans to develop the District in three phases, as reflected on the map on page iv. The Developer has completed development of the Improvement Area #1 Improvements. The total costs of the Improvement Area #1 Improvements were approximately \$5,017,795, all of which have been paid.

The Developer has commenced development of the Improvement Area #2 Improvements and expects such improvements to be substantially complete by December 2022. Following development of Improvement Area #2, the Developer intends to, over an approximately fifteen-month period, undertake the final phase of development of internal phase specific public improvements necessary to serve the third phase of the District (the “Future Improvement Area”). The boundaries of the District, Improvement Areas #1 and #2, and the Future Improvement Area are shown on page iv.

The Developer’s current expectations regarding estimated home prices and value to lien ratios in Improvement Area #2 are as follows:

Estimated Home Prices in Improvement Area #2 and Value to Lien Ratios

Lot Size	Number of Lots ⁽¹⁾	Base Lot Price ⁽²⁾	Estimated Home Buildout Value ⁽³⁾	Estimated Improvement Area #2 Maximum Assessment per Lot ⁽⁴⁾	Estimated Ratio of Value of Base Lot Price to Assessment	Estimated Ratio of Value of Home Price to Assessment
50’ x 125’	118	\$67,500	\$442,000	\$43,847	1.54 : 1	10.08 : 1

⁽¹⁾ Based on the concept plan for the District. Derived from information in the Service and Assessment Plan.

⁽²⁾ Based on sales prices in the Developer’s purchase and sale agreements with Homebuilder.

⁽³⁾ Provided by the Developer based on comparable home prices in the area.

⁽⁴⁾ Preliminary, subject to change. The Service and Assessment Plan provides for a “Maximum Assessment” by Lot Type, which may not be exceeded. See “APPENDIX C – Service and Assessment Plan.”

Status of Lot Purchase and Sale Agreements

The Developer is under contract to sell all 391 Lots in the District, including all 118 Lots in Improvement Area #2, to Taylor Morrison of Texas, Inc., a Texas corporation (the “Homebuilder” or “Taylor Morrison”). Pursuant to the purchase and sale contract with the Homebuilder, the Homebuilder began purchasing Lots upon substantial completion of the Improvement Area #1 Improvements and, as of July 2022, the Homebuilder had purchased 126 of the 133 Lots in Improvement Area #1. The Homebuilder will resume purchase of Lots upon substantial completion of the Improvement Area #2 Improvements. The Developer has received an earnest money deposit from the Homebuilder equal to \$3,054,688 (the “Earnest Money”). The Earnest Money is nonrefundable and has been released to the Developer and is applied to the purchase price of Lots as they are taken down by the Homebuilder. Application of the Earnest Money to the purchase of the 118 Lots in Improvement Area #2 is secured by a second lien on the 118 Lots and a portion of the remaining land in the District. As of August 2022, the remaining balance of the Earnest Money deposit was \$2,453,980.

Future Improvement Areas and Future Improvement Area Bonds

The Developer anticipates developing the Future Improvement Area in one additional phase following the development of Improvement Area #2. The Developer projects the following characteristics and timeline for development of the District, but such projections are subject to change based on a variety of factors, many of which are outside of the control of the Developer:

Expected Buildout of the District ⁽¹⁾

Phase	Expected/Actual Lots ⁽²⁾	Expected/Actual Lot Sizes	Expected Infrastructure Completion Date	Expected Final Sale Date of Lots to Builders
1	133	50’	Complete	December 2022
2	118	50’	December 2022	June 2024
3	140	50’	June 2024	June 2026

⁽¹⁾ Provided by the Developer.

⁽²⁾ Developer expects that the Homebuilder will designate four (4) Lots for model homes.

The City expects to issue Future Improvement Area Bonds to finance the Actual Costs of Authorized Improvements within the Future Improvement Area of the District as the development proceeds. The Future Improvement Area Bonds, if any, will be secured by separate assessments that are separate and distinct from the Assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District that benefit from the Authorized Improvements being financed.

The Bonds, the Improvement Area #1 Bonds, and the Future Improvement Area Bonds, if any, are separate and distinct securities. The City has reserved the right to issue other obligations for any purpose permitted by the PID Act, including those described above, subject to the conditions discussed in “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS – Additional Obligations; Other Obligations or Other Liens.”

Zoning/Permitting

Pursuant to the Development Agreement, the Developer has agreed that development of the District will be governed by the provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, including, but not limited to, zoning ordinance No. 2019-13, a planned development ordinance created for the District (“PD 12”). In the Development Agreement, the Developer consented and agreed to the zoning of the District consistent with PD 12.

Amenities

Plans for the Development currently include the following amenities: clubhouse, park, pool, playground, roads lined with trees, and cul-de-sacs. Construction of the amenities was completed in June 2022. The cost of such amenities in the approximate amount of \$2,518,134 was financed by the Developer with equity contributions and private financing. The HOA owns and maintains all amenities.

Schools

The District is located entirely within Tomball Independent School District. Students in the District are expected to attend Tomball Elementary School (EE – 4) (approximately 3.5 miles from the District), Tomball Intermediate School (5 – 6) (approximately _ miles from the District), Tomball Junior High School (7 – 8) (approximately 2.9 miles from the District) and Tomball High School (9 – 12) (approximately 3.9 miles from the District).

GreatSchools.org rated Tomball Elementary School a 5-out-of-10, Tomball Intermediate School a 7-out-of-10, Tomball Junior High School a 7-out-of-10, and Tomball High School a 6-out-of-10. According to the Texas Education Agency annual school report cards, Tomball Elementary School was rated “C,” Tomball Intermediate School was rated “B,” Tomball Junior High School was rated “A” and Tomball High School was rated as “B” for 2018-2019 (the last year accountability ratings were issued, due to COVID-19). (The categories for public school districts and public schools are A, B, C, D or F).

Environmental

A Phase I Environmental Site Assessment (the “Phase I ESA”) of the District was completed by InControl Technologies in August 2022. The Phase I ESA revealed no evidence of (i) recognized environmental conditions, (ii) historical recognized environmental conditions (with the exception of historical oil/gas activity), or (iii) controlled recognized environmental conditions. The Phase I ESA concluded that the property in the District is suitable for residential use and no further soil sampling was recommended.

The Developer’s field inspection reflected there were only four (4) historical oil and gas wells, all of which have been capped.

Utilities

Water and Wastewater Service. The City will provide both water and wastewater service to end users within the District. In the Development Agreement, the City, at its sole cost (but subject to the payment of any impact fees as provided in the City’s regulations), has agreed to have available water and sewer capacity sufficient to serve the completed Lots and those lots then under development.

Other Utilities. Developer expects additional utilities to be provided by: (1) Electric – CenterPoint Energy; and (2) Natural Gas – the City.

Existing Mineral and Groundwater Rights

Mineral rights within the District are owned by persons other than the Developer. However, the Developer has obtained surface waivers for all but 5 acres within the Future Improvement Area of the District. In addition, the City has adopted a drilling ordinance which restricts the drilling of wells within 1,000 feet of a home. The Developer believes that such ordinance prevents drilling within the District, including the 5 acres for which surface waivers have not been obtained. The Developer has the groundwater rights relative to the land within the District.

Although there is no exploration or production of oil, gas or other mineral or groundwater rights on the property within the District, exploration and/or production may be possible on adjacent properties. While adjacent properties may have developable mineral and groundwater rights, the City's drilling ordinance regulates the drilling, production, and operation of oil and gas wells, the exploration associated with such operations, and the transport of hydrocarbons or wastes associated with these operations, within the regulated area of the City. Such ordinance may make it difficult for owners of such rights to develop same.

Although the Developer does not expect the above-described mineral rights, or the exercise of such rights or any other mineral rights or related real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See "BONDHOLDERS' RISKS – Exercise of Mineral Rights."

THE DEVELOPER

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development. See "BONDHOLDERS' RISKS – Dependence Upon Developer."

Description of the Developer

Hines is a privately owned global real estate investment, development and management firm, founded in 1957, with a presence in 255 cities in 27 countries and \$83.6 billion of investment assets under management and more than 138.3 million square feet of assets for which Hines provides third-party property-level services. Currently, Hines has 171 developments underway around the world, and historically, has developed, redeveloped, or acquired 1,486 properties, totaling over 492 million square feet. The firm's current property and asset management portfolio includes 539 properties, representing over 232 million square feet. With extensive experience in investments across the risk spectrum and all property types, and a foundational commitment to environmental, social and governance (ESG) standards, Hines is one of the largest and most respected real estate organizations in the world.

Hines has developed single-family communities since 2005, beginning with the purchase of over 600 acres in Las Colinas. Since then, 12 communities have been completed with 7 currently underway, totaling over 4,500 single-family lots in the Dallas Area. Four of Hines' Dallas/Fort-Worth developments have used public improvement district financing, including developments in Irving, Las Colinas, and Royse City. Hines has been developing lots in the Houston area since 2014, and currently has 3 active communities in Katy, Spring, and the Heights, representing over 1,000 lots and over 10 builders. See "BONDHOLDERS' RISKS – Dependence Upon Developer" herein.

History and Financing of the District

The Property Acquisition. The Developer was formed for the purpose, among other things, of acquiring and developing property within the District. The Developer acquired approximately 105 acres of real property comprising the initial boundaries of the District in December 2019 for \$6,459,003. In December 2020, the Developer purchased an additional approximately 5 acres (the “5-acre Purchase”) for \$250,000. Except for the liens securing the Development Loan (defined below) and a second lien securing the Homebuilder’s Earnest Money deposits, the Developer owns the Assessed Property free and clear of any liens.

The Development Financing. The Developer obtained an approximately \$13,500,000 construction/development loan (the “Development Loan”) from Texas Capital Bank (the “Development Lender”) for the purpose, among other things, of paying taxes, insurance and certain of the costs associated with the development of Improvement Area #1 and the Future Improvement Areas (including, at that time, Improvement Area #2). The rate of interest on the Development Loan is equal to the prime interest rate, plus 0.5 basis points (0.50%) and is subject to a floor rate of 6.00%. As part of the 5-acre Purchase, the Developer converted the Development Loan to a revolving facility with a capacity of \$10,000,000.

The Development Loan matures on December 4, 2022. As of August 2022, the Development Loan had a balance of approximately \$4,870,611.

The Developer intends to repay the Development Loan from, among other things, the revenue generated from sales of the Lots developed in the District and sold to the Homebuilder. The Development Loan is secured by a first lien Deed of Trust covering substantially all of the land in the District in favor of the Development Lender. In the event of a default under the Development Loan and/or related documents, the Development Lender will have the right to various remedies, including foreclosure of the Deed of Trust.

The PID Act provides that the Assessment Lien is a first and prior lien against the Assessed Property and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. Additionally, at or prior to delivery of the Bonds, the Development Lender will acknowledge the creation of the District, the levy of the Improvement Area #2 and the subordination of the liens securing its loan to the Assessment Lien. The Assessment Lien will have priority over the liens on the property within Improvement Area #2 securing the Development Loan, Earnest Money and any other loans that may be obtained by the Developer or its affiliates.

Sufficiency of Developer’s Financing. The Improvement Area #1 Improvements are complete. The total costs of the Improvement Area #1 Improvements were approximately \$5,017,795, all of which has been paid.

The total expected costs of the Improvement Area #2 Improvements equal approximately \$4,141,950. According to the Developer, the Developer’s available financing sources are sufficient to fund all of the costs of the Improvement Area #2 Improvements. The Developer’s financing sources include the Development Loan, the net proceeds of the Improvement Area #2 Bonds in the approximate amount of \$1,795,554*, an earnest money deposit from the Homebuilder in the amount of \$3,054,688, and a Developer equity contribution for the balance. As of August 2022, the balance of the earnest money deposit is \$2,453,980.

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Summary of At-Risk Entities and Investments in the District Subordinate to the Assessment Lien. In order to finance the acquisition and development of the District, the Developer and certain third parties, including the Homebuilder, have expended equity or extended promissory notes that are secured by a lien on some or all of the real property within the District that are subordinate to the lien associated with the assessments securing the Improvement Area #2 Bonds. A list of the entities with at-risk capital whose position or lien is subordinate to that of the assessments securing the Improvement Area #2 Bonds is listed in the following table and more fully described in the subheadings below.

Summary of Entities with At-Risk Capital Subordinate to the Lien Securing the Bonds

<u>At Risk Entity</u>	<u>Funding Type</u>	<u>Funding Purpose</u>	<u>Security</u>	<u>Position to Assessment Lien</u>	<u>Initial Amount</u>	<u>Outstanding Balance ⁽¹⁾</u>
Developer	Developer Equity	Land Purchase	None	Subordinate	\$4,208,754	\$2,348,754
Taylor Morrison	Earnest Money Deposit	Purchase of Lots	Lien on real property within the District	Subordinate	\$3,054,688	\$2,453,980
Texas Capital Bank	Development Loan	Land Development	Lien on real property within the District	Subordinate	\$10,000,000	\$4,870,611

⁽¹⁾ As of August 2022.

THE PID ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the Administrator. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial Administrator. The City has entered into an agreement for administration of the District with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The Administrator is a consulting firm focused on providing special taxing district services relating to the formation and administration of public improvement districts, and is based in Austin, Houston, and North Richland Hills, Texas.

The Administrator’s duties will include:

- Preparation of the annual update to the Service and Assessment Plan
- Preparation of assessment rolls for County billing and collection
- Establishing and maintaining a database of all County parcel IDs within the District
- Trust account analysis and reconciliation
- Property owner inquires
- Determination of prepayment amounts
- Preparation and review of disclosure notices with the dissemination agent
- Review of developer draw requests for reimbursement of authorized improvement costs.

APPRAISAL

Barletta & Associates, Inc. (the “Appraiser”), prepared an appraisal report for the City dated July 29, 2022, based upon a physical inspection of the District conducted on July 23, 2022 (the “Appraisal”). The Appraisal was prepared at the request of the City and is addressed solely to the Underwriter for use in preparing an estimated value of property in connection with the issuance of the Bonds. The estimates of value presented in the Appraisal are no indication of the appraised property’s actual market value and do not address the value or benefit of the Improvement Area #2 Improvements. Investors should not assume that the disposition of the lots in Improvement Area #2 in the event of default would provide sufficient funds to pay the principal of Bonds outstanding at that time. The Appraisal does not constitute a recommendation to any person to purchase or sell the Bonds. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to Improvement Area #2 of the District. An executive summary of the Appraisal is attached hereto as APPENDIX F and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions, and qualifications, which are set forth therein. See “APPENDIX F – Appraisal.” For a copy of the full Appraisal report, contact the Underwriter using the contact information provided on page 1.

The Appraiser estimated the bulk market value of the fee simple interest in the land comprising Improvement Area #2 (described as “Section 2” in the Appraisal) of the District by gathering comparable market data and conducting a study of the market area for the purpose of providing the Appraiser’s opinion of the “Upon Completion” bulk market value of the 118 proposed lots in Improvement Area #2.

The sales comparison approach was used to conclude the market values of the bulk and retail revenue of the existing and proposed residential lots. An income approach retail sell-out technique was then employed to derive the indicated “upon completion” bulk market values of the proposed lots in Improvement Area #2. See “APPENDIX F – Appraisal.”

The value estimate for the assessable property within Improvement Area #2 of the District using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, is \$7,300,000, based on an effective date of November 1, 2022. The prospective date of completion in the Appraisal is November 1, 2022; however, due to circumstances beyond the Developer’s control, the Developer currently expects the Improvement Area #2 Improvements to be completed by December 2022. This delay could impact the prospective bulk market value at completion.

None of the City, the Developer, nor the Underwriter makes any representation as to the accuracy, completeness, assumptions, or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Developer, and the Underwriter make no representation as to the reasonableness of such assumptions.

In connection with the preparation of the Appraisal, the Appraiser may have reviewed the information supplied or otherwise made available to it by the City for reasonableness, has assumed and relied upon the accuracy and completeness of all such information and of all information supplied or otherwise made available to it by any other party, and did not undertake any duty or responsibility to verify independently any of such information. The Appraiser has not made or obtained, nor will it make or obtain, an independent valuation or appraisal of any other assets or liabilities (contingent or otherwise) other than the property in Improvement Area #2. With respect to operating or financial forecasts and other information and data provided to or otherwise reviewed by or discussed with the Appraiser, the Appraiser has assumed that such forecasts and other information and data were reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of the City’s employees, representatives, and advisors, as well as any corrections or updates to such forecasts and other information and data.

In performing its analyses, the Appraiser has made numerous other assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser’s control and the City’s control, as well as certain factual matters. For example, the Appraiser assumed that the Developer has clear and marketable title to the property in the District, that no title defects exist unless the Appraiser was specifically informed to the contrary, that improvements were made in accordance with law, that no hazardous materials are present or were present previously, that no deed restrictions exist, and that no changes to zoning ordinances or regulations governing use, density or shape are pending or being considered. Furthermore, the Appraiser’s analysis,

opinions and conclusions are necessarily based upon market, economic, financial, and other circumstances and conditions existing prior to the valuation. The foregoing is a summary of the standard assumptions, qualifications and limitations that generally apply to the Appraiser's appraisal reports.

The Appraiser confirms that the valuations included in the Appraisal were prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser's internal forecasts of net operating income for the properties in Improvement Area #1 is considered by the Appraiser to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future.

The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. Barletta & Associates, Inc. has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

General

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #2 to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #2, (c) general and local

economic conditions that may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within Improvement Area #2, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in Improvement Area #2 is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within Improvement Area #2 should proceed more slowly than expected and the Developer or Homebuilder is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #2. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Deemed Representations and Acknowledgment by Purchasers

Each purchaser of Bonds ("Investor") will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and each Investor, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Investor can afford a complete loss of its investment in the Bonds.

Infectious Disease Outbreak

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus ("COVID-19") to be a public health emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State of Texas ("Texas") and pursuant to Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings, and other activities. Since such time, COVID-19 negatively affected commerce, travel and businesses locally and globally, and negatively affected economic growth worldwide and within the State. Following the widespread release and distribution of various COVID-19 vaccines in 2021 and a decrease in active COVID-19 cases generally in the United States, state governments (including Texas) have started to lift business and social limitations associated with COVID-19. Beginning in March 2021, the Governor issued various executive orders, which, among other things, rescinded and superseded prior executive orders and provide that there are currently no COVID-19 related operating limits for any business or other establishment.

The Governor retains the right to impose additional restrictions on activities if needed to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>. Neither the information on (nor accessed through) such website of the Governor is incorporated by reference, either expressly or by implication, into this Report.

With the easing or removal of COVID-19 associated governmental restrictions, economic activity has increased. However, there are no assurances that such increased economic activity will continue or continue at the same rate, especially if there are future outbreaks of COVID-19. The City has not experienced any decrease in property values, unusual tax delinquencies, or interruptions to service as a result of COVID-19; however, the City cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and re-imposition of restrictions.

The Bonds are secured primarily by Assessments levied on benefitted property within the District. If Lot or home sales are negatively impacted by the continuation or escalation of the Pandemic, the Developer will continue to be responsible for the payment of the Assessments as long as it owns such Lots.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. While the City has experienced growth in its assessed valuation during the Pandemic, the continued outbreak of COVID-19 could have an adverse effect on the City's operations and financial condition. None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values, or an investment in the Bonds.

Failure or Inability to Complete Proposed Development

Proposed development within the District may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See “– Availability of Utilities” and “– Hazardous Substances” below. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. **THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE DEVELOPER AND ANY SUBSEQUENT OWNERS, INCLUDING THE HOMEBUILDER, TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #2 IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED UPON.** In that event, there could be a default in the payment of the Bonds.

Completion of the Improvement Area #2 Improvements

The construction of some of the Improvement Area #2 Improvements that are necessary for the successful development of Improvement Area #2 are not yet complete. The Developer has, however, begun construction of the Improvement Area #2 Improvements, including clearing, basic grading, construction of Stage 1 utilities, and excavation of lots and roadways. The cost and time for completion of all of such improvements is uncertain and may be affected by changes in national, regional, and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in Improvement Area #2, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer or its affiliates. If cost overruns result in delay of construction, or if other delays are experienced, the Developer may be unable to complete timely all of such necessary improvements.

Absorption Rate

There can be no assurance that the Developer or the Homebuilder will be able to achieve their anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the lots being assessed, could impair the economic viability of the Development and could reduce the ability or desire of property owners to pay the Assessments.

The Developer is not a homebuilder and will not be involved in the construction of homes within the District. Consequently, aside from the Developer's completion of the Improvement Area #2 Improvements, the Developer will not be able to affect or control the absorption rate of homes within the District.

Assessment Limitations

Annual Installments of the Assessments are billed to property owners in Improvement Area #2 of the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under "ASSESSMENT PROCEDURES." Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year, Annual Collection Costs, the Additional Interest and amounts due pursuant to the Reimbursement Agreement. See "ASSESSMENT PROCEDURES." The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #2, the City has established a Bond Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Bond Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS – Bondholders' Remedies and Bankruptcy."

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #2, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the

Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer represents that it owns all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Bond Reserve Account and Delinquency and Prepayment Reserve Account, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2.

Competition

The housing industry in the Houston MSA area is very competitive, and none of the Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs that are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

Project Name	Number of Units	Units Remaining	Proximity	Developer	Date Started	Prices
Cherry Pines	295	104	3 Miles	Meritage	3 rd Quarter 2020	From \$350-\$400s
Alexander Estate	251	100	~1.1 miles	Doug Eisben	4 th Quarter 2020	From \$350-\$450s
Willowpoint	154	154	~1.6 miles	K. Hovnanian	4 th Quarter 2016	From \$350-\$450s

⁽¹⁾ Provided by the Developer. All of such projects are located either in a public improvement district or municipal utility district.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area #2 to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of Improvement Area #2 currently impose ad valorem taxes on the property within Improvement Area #2 and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #2. The imposition of additional liens, whether from taxes, assessments or private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See “OVERLAPPING TAXES AND DEBT.”

Depletion of Reserve Fund; No Prefunding of Delinquency and Prepayment Reserve Account

Failure of the owners of property within Improvement Area #2 to pay the Assessments when due could result in the rapid, total depletion of the accounts in the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Delinquency and Prepayment Reserve Account of the Reserve Fund is not fully funded from the proceeds of the Bonds. After the initial deposit of bond proceeds in the Delinquency and Prepayment Reserve Account at closing, the remaining portion of the Delinquency and Prepayment Reserve Requirement will be accumulated over the course of approximately 10 years by the mechanism described in “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS – Delinquency and Prepayment Reserve Account of the Reserve Fund.” The Indenture provides that if, after a withdrawal from the Bond Reserve Account of the Reserve Fund, the amount in the Bond Reserve Account of the Reserve Fund is less than the Bond Reserve Account Requirement or the Delinquency and Prepayment Reserve Requirement, as applicable, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Bond Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS – Bond Reserve Account” and “– Delinquency and Prepayment Reserve Account.”

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the Developer has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on a parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT – Environmental” for discussion of the ESAs performed on property within the District.

Regulation

Development within the District may be subject to future federal, State and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Recent Changes in State Law Regarding Public Improvement Districts

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract or purchase and sale. If the Developer or homebuilders within Improvement Area #2 do not provide the required notice and prospective purchasers of property within Improvement Area #2 terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developer or homebuilders within Improvement Area #2 do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The form of notice to be provided to homebuyers is attached as Exhibit Q-2 to the Service and Assessment Plan. See "Appendix C – Service and Assessment Plan."

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments, including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. The Governor called three special legislative sessions, which all concluded without any legislation being introduced or passed related to the oversight of bonds secured by assessments. It is impossible to predict what bills may be introduced during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds.

100-Year Flood Plain and Severe Weather Events

According to the Federal Emergency Management Agency's flood map 48201C0230L, effective on June 18, 2007, none of the District is located within the 100-year flood plain.

The District is located near the Texas Gulf Coast. Land located in this area is susceptible to high winds, heavy rain and flooding caused by hurricanes, tropical storms, and other tropical disturbances. The greater Houston area has experienced four storms exceeding a 0.2% probability (i.e., "500-year flood" event) since 2015. Several of these storms, including Hurricane Harvey and Tropical Storm Imelda, resulted in widespread damages to residential and commercial properties in the greater Houston area. If a future weather event significantly damaged all or part of the properties comprising the tax base within the City, the assessed value of property within the City could be substantially reduced, which could result in a decrease in tax revenues and/or necessitate an increase the City's tax rate. There can be no assurance that a casualty loss to taxable property within the City or the District will be covered by insurance (or that property owners will even carry flood or other casualty insurance), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild or repair any damaged improvements within the City or the District. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values within the City or the value of property within the District could be adversely affected.

In February 2021, much of Texas, including the City, was impacted by Winter Storm Uri, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It

is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Exercise of Mineral Rights

As described herein under “THE DEVELOPMENT – Existing Mineral and Groundwater Rights,” there are certain mineral rights reservations located within the District and not owned by the Developer. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Harris County.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments. However, none of the City, the Financial Advisor or the Underwriter provide any assurances as to such Developer expectations.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, the Trustee may, and at the written direction of the Owners of at least twenty-five percent (25%) of the Bonds then Outstanding and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained therein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City’s obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so its use rests within the discretion of the court but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #2 or sell property within Improvement Area #2 in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS – Bankruptcy Limitation to Bondholders’ Rights.”

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“*Tooke*”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued,” in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“*Wasson*”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale

behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018, clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state’s immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgment, is justiciable against a municipality.

The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #2 available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture expressly denies the right of acceleration in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946 ("Chapter 9"). The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Chapter 9, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Chapter 9, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related or affiliated property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could

affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in “TAX MATTERS” below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the “Code”) and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

General Risks of Real Estate Investment and Development

The Developer may, in certain circumstances, have the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined “true-up” agreement has been entered into between the City and the Developer, nor is there a requirement that future developers enter into such an agreement. There can be no assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer, the Homebuilder, and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable-rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. Downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District. Currently rising inflation and interest rates could result in a slowing of new home sales and closings. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Exposure to the Oil and Gas Industry

The economy of the greater Houston area has, in the past, been particularly affected by adverse conditions in the oil and gas industry, and such conditions and their spillover effects into other industries could result in declines in the demand of residential and commercial property in the area and could reduce or negatively affect property values or homebuilding activity within the District.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic, low supply and demand and the ongoing trade war, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. The Developer is responsible for the construction of the Improvement Area #2 Improvements. The Developer expects to finance a portion of the costs of the Improvement Area #2 Improvements from proceeds of the Bonds. If the Actual Costs of the Improvement Area #2 Improvements are substantially greater than the estimated costs or if the Developer is unable to access building materials in a timely manner, it may affect the ability of the Developer to complete the Improvement Area #2 Improvements or pay the Assessments when due. If the costs of material continue to increase, it may affect the ability of the Developer and the Homebuilder to construct homes within the District. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate water and wastewater service to the Development. If the City fails to provide water and wastewater services to the property in the District, the Development cannot be substantially completed, and the builders will not purchase lots to construct homes. See “THE DEVELOPMENT – Utilities.”

Dependence Upon Developer

Initial Liability for Assessments. The Developer, as the sole owner of assessable property within Improvement Area #2, has the obligation for the payment of all of the Assessments. The Developer is under contract to sell all of the Lots within Improvement Area #2 to the Homebuilder, but until the Developer closes on the sale of the Lots to Homebuilder or other third parties, the ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The assets of the Developer are generally limited to land within the District, the proceeds from the sale of prior Lots within the District, related permits and development rights and the Development Loan.

The City will pay the Developer, or the Developer's designee, from proceeds of the Bonds for the Actual Costs of developing and constructing the Improvement Area #2 Improvements within the District. See "THE IMPROVEMENT AREA #2 IMPROVEMENTS – General" and "– The Improvement Area #2 Improvements." There can be no assurances given as to the financial ability of the Developer to complete such improvements.

The source of funding for future land development activities and infrastructure construction to develop the lots proposed for the District also consists of proceeds from Future Improvement Area Bonds, if issued by the City as anticipated, and proceeds from Lot sales, as well as the Development Loan (and other possible bank financings) and equity contributions by the Developer and its equity holders and affiliates. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Defaults of Affiliates of Hines

During the past ten years, affiliates of Hines have failed to make payments due on loans related to three (3) U.S. office properties. These properties were transferred to the lender via a negotiated transfer by non-judicial foreclosure.

The Sheraton Georgetown Texas Hotel and Conference Center (2020). Hines and a partner developed a 222-room hotel including a 35,000-square-foot conference center and three-level parking garage which opened in 2016. Woodforest National Bank provided senior financing for the hotel and mezzanine financing was provided by Hospitality Fund of Central Texas, LLC. The senior note was later purchased by an affiliate of Black Forest Ventures. The onset of the COVID-19 pandemic resulted in a dramatic decrease in room bookings and revenue from the hotel to the point debt service obligations could no longer be met. Hines and its partner successfully negotiated the terms of a debt-to-equity conversion with the mezzanine lender but were unable to negotiate an acceptable loan restructuring with the senior lender, Black Forest Ventures, who took title to the property through a non-judicial foreclosure in November 2020.

Greenspoint Place (2016). Hines and a partner purchased the 2.1 million square foot office campus in north Houston in 1994 and 1996. From the time the property was acquired, the major tenant was Exxon who occupied 67% of the office space in addition to owning a 200,000 square foot office building adjacent to the campus. In 2011, Exxon announced that it was building a new campus and elected to phase out of its occupancy at Greenspoint Place. Leasing the space vacated by Exxon proved to be very challenging, particularly given the economic environment in Houston. Hines and its partner were unable to either refinance the loan on the property or agree on a loan restructuring with the lender, Northwestern Mutual, prior to maturity. Title was transferred through a non-judicial foreclosure on July 5, 2016. Northwestern Mutual retained Hines to manage the property following the foreclosure.

Douglas Corporate Center (2013). This property in Roseville (Sacramento), California, was purchased by the Hines US Core Office Fund in 2007 as part of an office portfolio acquisition. This suburban Sacramento office market was severely impacted by the economic downturn due to its high concentration of smaller tenants such as home builders and mortgage companies. Occupancy at this building significantly declined and cash flow was insufficient to service the debt on the loan provided by Key Bank. Although continuing to fund TIs and operating expenses, the fund team was unable to negotiate an acceptable restructuring with the special servicer. Title was transferred in January 2013 through a non-judicial foreclosure. Hines was retained to manage the property.

Chapter 11 Bankruptcy of a Hines-Affiliated General Contractor

In February 2018, Urban Oaks Builders (“UOB”), a Hines-affiliated general contractor, along with other Hines-affiliated entities (“Hines Affiliates”) were sued by affiliates of Southstar Capital Group (“Southstar”), the purchaser of a multifamily project developed by Hines in Celebration, Florida, alleging the existence of certain construction defects and the concealment of those defects prior to the sale of the project (the “Southstar Litigation”). None of UOB nor the Hines Affiliates, or any persons employed by those entities, had any knowledge of the alleged defects. Consequently, UOB and the Hines Affiliates vigorously defended themselves against these claims. The Southstar Litigation, as it relates to UOB, was consolidated with UOB’s Chapter 11 bankruptcy proceedings and a related coverage action filed by UOB against its insurance carriers, both of which were a result of the Southstar Litigation. The bankruptcy court found no evidence of fraud on the part of UOB but ruled that Southstar’s claim for damages for repairs relating to the alleged construction defects was valued at \$26.1 million plus interest.

UOB immediately demanded that the carriers pay this judgment on its behalf, a covered loss well within policy limits. Thus far, the carriers have refused. In response, they have raised multiple legal arguments, the resolution of which would have a fundamental impact on how the loss would be spread among the carriers in the insurance tower. However, none of these arguments have any bearing on coverage of the UOB judgment, which the carriers have never disputed. Accordingly, UOB has made repeated demands that the carriers settle with Southstar on UOB’s behalf and continue their intramural dispute separately since the carriers’ infighting has caused multiple mediations to be unsuccessful. Recognizing the insurance dispute as the primary hurdle to recovery, Southstar agreed to abate the Southstar Litigation as it relates to UOB until the conclusion of the insurance coverage litigation. In late 2021, UOB and the Hines Affiliates filed motions for summary judgment against the carriers to force the legal questions at issue to a decision. In Q1 2022, the Court ruled on several of these issues, adopting UOB and the Hines Affiliates’ view of the insurance policies. As expected, this ruling has caused discussion among some of the upper-tier carriers about another global mediation. The Developer expects a mediation to be scheduled by the end of the year.

At the same time, Southstar continued its pursuit of a lawsuit in Florida state court solely against the Hines Affiliates primarily relating to Southstar’s allegation that Hines was aware of defects at the project but concealed them from Southstar prior to the sale. The trial court dismissed Southstar’s claims against the Hines Affiliates twice, the second time after being given opportunity to amend its pleadings. An appellate court affirmed the trial court’s dismissal and granted the Hines Affiliates their attorney’s fees.

While the Developer, UOB, and the Hines Affiliates are under common control of Hines, UOB and the Hines Affiliates do not own property in the District and are not associated with the development or with the Bonds. The Developer does not expect the Southstar Litigation to have any material adverse effect on the ability of the Developer to develop and sell the Lots in the District.

Agricultural Use Valuation and Redemption Rights

None of the property in the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a twenty-five percent (25%) premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although the Assessments are not considered a tax under Texas law, the PID Act provides that the lien for Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

TAX MATTERS

The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

Tax Exemption

In the opinion of Bond Counsel, under existing law, interest on the Bonds (i) is excludable from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) is not an item of tax preference for purposes of the alternative minimum tax on individuals.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The City has covenanted in the Indenture that it will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the Indenture pertaining to those sections of the Code that affect the excludability of interest on the Bonds from gross income for federal income tax purposes and, in addition, will rely on representations by the City and other parties involved with the issuance of the Bonds with respect to matters solely within the knowledge of the City and such parties, which Bond Counsel has not independently verified. If the City fails to comply with the covenants in the Indenture or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, Bond Counsel will express no opinion as to the amount of interest on the Bonds or any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Indenture upon the advice or with the approving opinion of Bond Counsel. Bond Counsel will express no opinion with respect to Bond Counsel’s ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest of the Bonds from gross income for federal income tax purposes.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel’s legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer, and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds regardless of the ultimate outcome of the audit.

Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences, including but not limited to those noted below. Therefore, prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of the acquisition, ownership and disposition of the Bonds.

For tax years beginning after December 31, 2022, an “applicable corporation” (as defined in section 59(k) of the Code) may be subject to a 15% alternative minimum tax imposed under section 55 of the Code on its “adjusted financial statement income” (as defined in section 56A of the Code) for such taxable year. Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation’s “adjusted financial statement income,” ownership of the Bonds could subject certain corporations to alternative minimum tax consequences.

Ownership of tax-exempt obligations also may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium

The issue price of all or a portion of the Bonds may exceed the stated redemption price payable at maturity of such Bonds. Such Bonds (the “Premium Bonds”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Accounting Treatment of Original Issue Discount

The issue price of all or a portion of the Bonds may be less than the stated redemption price payable at maturity of such Bonds (the “Original Issue Discount Bonds”). In such case, the difference between (i) the amount payable at the maturity of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Bonds under the captions “TAX MATTERS – Tax Exemption,” “– Collateral Tax Consequences” and “– Tax Legislative Changes” generally apply and should be considered in connection with the discussion in this portion of the Limited Offering Memorandum.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter has purchased the Bonds for contemporaneous sale to the public and (ii) all of the Original Issue Discount Bonds have been initially offered, and a substantial amount

of each maturity thereof has been sold, to the general public in arm's-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Limited Offering Memorandum. Neither the City nor Bond Counsel has made any investigation or offers any comfort that the Original Issue Discount Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of Original Issue Discount Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any recently enacted, proposed, pending or future legislation.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bracewell LLP serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of

the Code, subject to the matters described above under the caption “TAX MATTERS.” A copy of the form of the opinion of Bond Counsel is attached hereto as “APPENDIX D – Form of Opinion of Bond Counsel.”

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE – The Bonds,” “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE IMPROVEMENT AREA #2 BONDS,” “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT,” “TAX MATTERS,” “LEGAL MATTERS – Legal Proceedings,” “– Legal Opinions,” “CONTINUING DISCLOSURE – The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS” and APPENDIX B and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation – The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to its knowledge, overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of the Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation – The Developer

At the time of delivery and payment for the Bonds, Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of Developer, threatened against or affecting Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of Developer or its officers or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Reimbursement Agreement, the Development Agreement, or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). The Developer and its affiliates have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. According to the Developer, such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not, at this time, rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other

information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS – Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the Administrator and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. (the “Dissemination Agent”) have entered into a Continuing Disclosure Agreement (the “Disclosure Agreement of the Issuer”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 – Form of Disclosure Agreement of the Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of the Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of the Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Issuer or from any statement made pursuant to the Disclosure Agreement of the Issuer.

The City’s Compliance with Prior Undertakings

In the last five years, the City has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the City in accordance with the Rule.

The Developer

The Developer, the Administrator, and the Dissemination Agent, will, in connection with the issuance of the Bonds, enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of the Developer”) for the benefit of the Owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Developer, certain information regarding Improvement Area #2 and the Improvement Area #2 Improvements (collectively, the “Developer Reports”). The specific nature of the information to be contained in the Developer Reports is set forth in “APPENDIX E-2 – Form of Disclosure Agreement of the Developer.” Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of the Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of the Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Developer or from any statement made pursuant to the Disclosure Agreement of the Developer.

The Developer’s Compliance with Prior Undertakings

In the last five years, the Developer has not failed to comply in any material respect with any material provisions of the continuing disclosure agreements made by the Developer in accordance with the Rule.

UNDERWRITING

FMSbonds, Inc. (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$_____ (representing the par amount of the Bonds, less an underwriting discount of \$_____) and no accrued interest. The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. Subject to certain restrictions contained in the bond purchase agreement, the Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current Pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See “BONDHOLDERS’ RISKS – Infectious Disease Outbreak.”

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the Texas Public Funds Investment Act (the "PFIA") requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING." In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities, or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to invest in obligations meeting the requirements of the PFIA, which may include: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this state and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause (8)(i) above, a bank, or a broker-dealer; (9) certificates of deposit and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase

agreements that have a defined termination date, are secured by a combination of cash and obligations described by clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 270 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 270 days or less that is rated at least "A-1" or "P-1" or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission and complies with Securities and Exchange Commission Rule 2a-7; (14) no-load money market mutual funds that are registered and regulated by the Securities and Exchange Commission that have a weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1), excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Investment Policies

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will

describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Additional Provisions

Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City’s investment policy; (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict its investment in mutual funds in the aggregate to no more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, and to invest no portion of bond proceeds, reserves and funds held for debt service, in mutual funds; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; (9) adopt an order or resolution stating that it has reviewed its investment policy and investment strategies and record any changes made to either its investment policy or investment strategy in the said order or resolution, and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in the investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed Wilmington Trust, N.A., a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness, or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.wilmingtontrust.com. Neither the information on the Trustee’s website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #2 Improvements generally and, in particular, the information included in the sections captioned "PLAN OF FINANCE – Development Plan" and "– Status of Builder Contract," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements and the Development), "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by the Administrator and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “anticipate,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE.”

AUTHORIZATION AND APPROVAL

The City has approved of the form and content of this Preliminary Limited Offering Memorandum and authorized this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

The City is located in Harris County and is approximately 32 miles northwest of the City of Houston on FM Road 2920. The City covers approximately 12.32 square miles. The City’s 2020 population was 12,341. The City estimates its 2022 population is 12,341.

The City is a municipal corporation of the State, duly organized and existing under the laws of the State, including the City’s Home Rule Charter. The City was incorporated on July 18, 1933, and first adopted its Home Rule Charter on January 17, 1987. The City operates under a Council-City Manager form of government with a City Council comprised of the Mayor and five Council members elected to serve three-year terms. The Mayor is the official head of City government, and the City Manager acts as the chief administrative officer. The City provides a number of services, including water, sanitary sewer collection and treatment, gas service, police, fire, maintaining streets and drainage, municipal court, a community center, and parks.

Historical Employment in Houston – The Woodlands – Sugar Land Metropolitan Statistical Area

The following information has been provided for informational purposes only.

	2022 ⁽¹⁾	Dec. 2021	Dec. 2020	Dec. 2019	Dec. 2018
Civilian Labor Force	3,524,608	3,460,832	3,408,383	3,408,827	3,372,996
Total Employed	3,356,166	3,294,015	3,147,212	3,287,849	3,238,419
Total Unemployed	168,442	166,817	261,171	120,978	134,577
Unemployment Rate	4.8%	4.8%	7.7%	3.5%	4.0%

* Preliminary as of July 2022.

Source: U.S. Bureau of Labor Statistics

Major Employers in the City

The major employers in the City for 2021 are set forth in the table below.

<u>Employer</u>	<u>Employees</u>
Tomball ISD	2,235
HCA (prev. Tomball Regional Medical Center)	940
Lone Star College – Tomball	715
H-E-B	320
Wal-Mart	275
City of Tomball	204
Lowes	200
Kroger	157
Target	90
Baker Hughes (BJ Services)	70

Source: The City’s Annual Comprehensive Financial Report Fiscal Year Ended September 30, 2021

REGIONAL EMPLOYMENT

The major employers of municipalities surrounding the City are set forth in the table below.

City of Magnolia, TX		City of Conroe, TX		City of Houston, TX		Township of the Woodlands	
Approximately 12 Miles from the City		Approximately 28 Miles from the City		Approximately 32 Miles from the City		Approximately 18 Miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Magnolia ISD	1,600	Conroe ISD	8,503	Memorial Hermann Healthcare System	35,360	Conroe ISD	4,487
Canrig Drilling Technology Inc.	380	Montgomery County	2,415	Wal-Mart	29,797	Memorial Hermann The Woodlands Hosp.	2,927
US Post Office	62	Conroe Regional Medical Center	1,700	H-E-B	29,657	Wildcat PPE	2,415
Magnolia Volunteer Fire Department	61	City of Conroe	763	Houston Methodist	26,098	Houston Methodist, The Woodlands Hosp.	1,647
Arlan's Market	45	Cantel	400	Univ. of TX MD Anderson Cancer Center	21,576	CHI St. Luke's Health	1,600
Montgomery County Precinct 2	42	NOV Wellbore Technologies	400	HCA Houston Healthcare	15,000	ExxonMobil	1,527
Hapco Inc.	30	NOV Fluid Control	375	Kroger Company	14,868	Lone Star College - Montgomery	1,431
Hyvair Corporation	30	Professional Directional	300	ExxonMobil	13,000	Alight Solutions	1,200
City of Magnolia	28	Borden	225	United Airlines	11,900	TX Children's Hospital	1,188
Rancho Grande Restaurant	26	NOV Texas Oil Tools	220	Schlumberger Limited	11,700	McKesson Specialty Health	1,040

City of Katy, TX	
Approximately 20 Miles from the City	
Employer	Employees
Katy Mills	2,900
Katy ISD	1,827
Amazon	1,300
Igloo	1,061
Typhoon Texas	755
Wal-Mart	388
HEB Grocery/Gas	340
Costco	292
City of Katy	265
American Furniture Warehouse	252

City of Humble, TX	
Approximately 27 Miles from the City	
Employer	Employees
Memorial Hermann	1,000
Humble ISD	593
Lawler Food	402
Wal-Mart	370
CDI Seals	331
Harris County Annex	272
Macy's	265
City of Humble	194
Target	150
Kroger	130

Sources: Municipal Advisory Council of Texas (employment data).
 Note: Map is not to scale and has been edited for ease of use.

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APPENDIX B
FORM OF INDENTURE

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APPENDIX C
SERVICE AND ASSESSMENT PLAN

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

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APPENDIX E-1
FORM OF DISCLOSURE AGREEMENT OF THE ISSUER

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF THE DEVELOPER

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APPENDIX F

DEVELOPMENT AGREEMENT

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APPENDIX G

FORM OF REIMBURSEMENT AGREEMENT

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APPENDIX H

APPRAISAL

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 19, 2022

Topic:

Adopt, **on First and Only Reading**, Ordinance No. 2022-34, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Wood Leaf Reserve Public Improvement District Improvement Area #1); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

Background:

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2022-34 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Wood Leaf Reserve, Public Improvement District 11, Improvement Area 1. 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. 2022-34 on First and Only Reading, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Wood Leaf Reserve, Public Improvement District 11, Improvement Area 1.

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>	<u>8/31/2022</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

ORDINANCE NO. 2022-34

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL SPECIAL ASSESSMENT REVENUE BONDS, (WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1); APPROVING AND AUTHORIZING AN 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, Subchapter A Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Wood Leaf Reserve Public Improvement District (the “District”), pursuant to a Resolution adopted by the City Council of the City (the “City Council”) on January 18, 2021; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on September 6, 2022, regarding the levy of special assessments on property within Improvement Area #1 of the District, and

WHEREAS, after the conduct of such public hearing and on second reading adopted an Ordinance (the “Assessment Ordinance”) on September 19, 2022; 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 assessments against the Assessed Property within Improvement Area #1 of the District (the “Assessments”), as set forth on the 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 #1 of the District (the “Bonds”) for the purposes of (i) paying the costs of the Improvement Area #1 Projects identified in the Service and Assessment Plan, (ii) funding a reserve fund for payment of principal and interest on the 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 the Bonds; and

WHEREAS, the City Council has found and determined to (i) approve the issuance of the Bonds to finance the Improvement Area #1 Projects identified in the Service and Assessment Plan on the terms described herein, (ii) approve the form, terms and provisions of the 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.

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

Section 3. Approval of Issuance of Bonds and Indenture of Trust. The issuance of Bonds for the purpose of providing funds for (i) paying a portion of the Improvement Area #1 Projects, (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 of the Reserve Fund, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of the Bonds, are hereby authorized and approved.

(a.) The Bonds shall be issued and secured under that certain Indenture of Trust dated September 15, 2022 by and between the City and _____ as trustee (the “Indenture”). Such 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 Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

(b.)

(c.) The Bonds issued pursuant to the 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 the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured solely by the Assessments levied on the Assessed Property for the Improvement Area #1 Projects, as set forth in the Service and Assessment Plan and other assets of the “Trust Estate” (as defined in the Indentures) pledged to such Bonds, and shall never be payable from ad valorem taxes.

Section 4. Sale of Bonds. The Bonds shall be sold to FMSbonds, Inc. (the “Underwriter”) at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the “Bond Purchase Agreement”), dated the date hereof, between the City and the

Underwriter. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 5. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum and any addenda, supplement or amendment thereto, are hereby in all respects approved. The Mayor and City Secretary are hereby authorized and directed to cause to be prepared a final Limited Offering Memorandum (the “Limited Offering Memorandum”) incorporating applicable pricing information pertaining to the Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriter. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor and the Underwriter, may be used by the Underwriter in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the 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, and the preliminary public offering of the Bonds by the Underwriter, is hereby ratified, approved and confirmed.

Section 6. Continuing Disclosure Agreement. The form, terms and provisions of that certain Continuing Disclosure Agreement (the “Continuing Disclosure Agreement” dated as of January 1, 2021 among the City, HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc. and P3Works, LLC is hereby authorized and approved in substantially final form presented at this meeting and the Mayor of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor, such approval to be evidenced by the execution thereof, the Mayor’s signature on the Agreement may be attested by the City Secretary.

Section 7. 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 8. 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 19TH DAY OF SEPTEMBER 2022.

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

Lori Klein Quinn, Mayor

ATTEST:

Doris Speer, City Secretary

INDENTURE OF TRUST

By and Between

CITY OF TOMBALL, TEXAS

and

Wilmington Trust, N.A.

as Trustee

DATED AS OF September 15, 2022

SECURING

CITY OF TOMBALL, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1)

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INDENTURE OF TRUST

This Master Indenture of Trust, dated as of September 15, 2022 is by and between the City of Tomball, Texas (the "City"), and Wilmington Trust, N.A., a national banking association, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article 1.

WHEREAS, a petition (the "Petition") was submitted and filed with the City Secretary requesting the establishment of a public improvement district pursuant to Chapter 372, Texas Local Government Code, as amended, (the "PID Act") to be known as the Wood Leaf Reserve Public Improvement District (the "District" or "PID"); and

WHEREAS the Petition was submitted by the record owners of taxable real property representing more than fifty percent ("50%") of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Harris County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and,

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

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 as authorized by the Act; and

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

WHEREAS, the City approved a Resolution calling a public hearing for September 6, 2022 (the “Assessment Hearing”) on the levy of Assessments (as defined herein) in the District; and

WHEREAS, notice of such public hearing was published in a newspaper of general circulation and mailed to the owners of 100% of the property subject to assessment under the proposed District; and

WHEREAS, the City Council convened the Assessment Hearing on September 6, 2022 and at such public hearing all persons who appeared, or requested to appear, in person or through a representative acting on their behalf, were given the opportunity to contend for or contest the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Improvement Costs, 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, at the Assessment Hearing, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Improvement Area #1 Costs (as defined herein), the Assessment Roll, and the levy of the Assessments; and

WHEREAS, on September 6, 2022, the City Council closed the Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, and

WHEREAS on second reading, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance and therein approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying or reimbursing a portion of the costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the revenue bonds, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)” (the “Bonds”), such Bonds being payable solely from the Pledged Revenues (defined herein) and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Master Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds and Accounts including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and,

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Improvement Area #1 Assessments have been prepaid, the lien on real property associated with such Improvement Area #1 Assessment prepayment shall be released from the Trust Estate and shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Pledged Revenues.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE 1

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 5.1 of this Indenture.

“Actual Costs” shall have the meaning assigned to it in the Service and Assessment Plan.

“Additional Interest” means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act and described in Section V of the Service and Assessment Plan.

“Additional Interest Revenues” means the revenues generated from the collection of the Additional Interest.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 5.10 hereof.

“Administrator” means an officer or employee of the City or third party designee of the City who is not an officer or employee thereof, who shall have the responsibilities provided in the Service and Assessment Plan, this 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 annual 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 Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. 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 Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, with respect to each Improvement Area #1 Assessed Property, each annual payment of the Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Exhibit F and related to the Bonds and the Improvement Area #1 Projects, including (i) principal; (ii) interest on the Improvement Area #1 Assessments (iii) Annual Collection Costs and (iv) Additional Interest collected pursuant to Section V of the Service and Assessment Plan and deposited to the Delinquency and Prepayment Reserve Account as described in Section 6.8 herein.

“Annual Service Plan Update” means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessment” means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to the Assessment Ordinance and the provisions of the Service and Assessment Plan, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions in the Service and Assessment Plan and the PID Act.

“Assessment Hearing” has the meaning set forth in the recitals.

“Assessment Ordinance” means Ordinance No. _____ adopted by the City Council on September 19, 2022, that levied the Assessments on each Improvement Area #1 Assessed Property.

“Assessment Roll” means the Improvement Area #1 Assessment Roll attached in Appendix D to the Service and Assessment Plan as updated, modified or amended from time to time in accordance with procedures set forth in the Service and Assessment Plan and in the PID Act (including updates prepared in connection with the issuance of the Bonds or in connection with any Annual Service Plan Update), showing the total amount of the Assessment against each Improvement Area #1 Assessed Property.

"Authorized Denomination" means \$25,000 and any integral multiple of \$5,000 in excess of \$25,000, or a smaller denomination, if any, resulting from a partial redemption of Bonds as determined in accordance with Section 4.5 hereof or as a result of any partial defeasance of the Bonds.

“Authorized Improvements” means the improvements authorized by the PID Act which (1) will benefit all property assessed within the District, as set forth in the Service and Assessment Plan, (2) are defined as “Authorized Improvements” in the Service and Assessment Plan, and (3) are more particularly described in Section III and Exhibit C of the Service and Assessment Plan.

“Bonds” means the City of Tomball, Texas Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1) issued by the City pursuant to this Indenture and payable from and secured in whole or in part by the Improvement Area #1 Assessments including any Refunding Bonds and any Bonds issued in exchange or replacement thereof as permitted by this Indenture.

“Bond Counsel” means Bracewell LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and federal income tax status of securities issued by public entities.

“Bond Fund” means the Fund by such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

“Bond Ordinance” means the ordinance adopted by the City Council on September 19, 2022 authorizing the Indenture.

“Bond Reserve Account” means the Account by such name established within the Reserve Fund pursuant to Section 6.1 and administered as provided in Section 6.7.

“Bond Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the stated principal amount of the Bonds as of the Closing Date; provided, however that subsequent to the Closing Date of the Bonds, such Bond Reserve Account Requirement shall be recalculated for compliance with the above upon (a) any transfers made pursuant to Section 6.7(c), (b) a mandatory sinking fund redemption pursuant to the terms of this Indenture, (c) an optional redemption pursuant to the terms of this Indenture or (d) an extraordinary optional redemption pursuant to the terms of a this Indenture

“Bond Year” or “Fiscal Year” means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee, or any national holiday observed by the Trustee.

“Certificate for Payment” means a certificate substantially in the form of Exhibit B attached hereto approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed with respect to the Improvement Area #1 Projects and the Actual Costs thereof, and requesting payment for such costs from money on deposit in the Project Fund as further described in Section 6.5 herein.

“City Certificate” means a certificate or written instructions signed by the City Representative and delivered to the Trustee.

“City Representative” means any official or agent of the City authorized by the City Council to undertake the action referenced herein. As of the date hereof, the Director of Finance, the City Manager, and/or designees are the authorized City Representatives.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Closing Disbursement Request” means a certificate substantially in the form of Exhibit C attached hereto, approved by the Developer and the City Representative, delivered to the Trustee specifying the amounts to be paid on the Closing Date for the costs of establishing the District, as further described in Section 6.3 herein.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Costs of Issuance Account” means the Account by such name established within the Project Fund pursuant to Section 6.1.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“Delinquency and Prepayment Reserve Account” means the reserve account established in accordance with Section 6.1 and administered as provided in Section 6.8.

“Delinquency and Prepayment Reserve Requirement” means an amount equal to 5.5% of the principal amount of the Outstanding Bonds which may be funded from Bond proceeds and revenues received from the payment of Assessments deposited to the Pledged Revenue Fund.

“Delinquent Collection Costs” means the costs related to the foreclosure on an Improvement Area #1 Assessed Property and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing Delinquent Penalties and Interest.

“Delinquent Penalties and Interest” means any delinquent interest and delinquent penalty interest collected on a delinquent Assessment.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Dallas, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Developer” means Chesmar Homes, LLC a Texas limited liability company, and its respective successors and assigns.

“Development Agreement” means the Wood Leaf Reserve Development Agreement, between the City and the Developer relating to the Bonds, effective as of January 18, 2021, as amended from time to time.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including Delinquent Penalties and Interest, received by the City from the enforcement of the Assessments against any Improvement Area #1 Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Improvement Account” means the Account by such name established within the Project Fund pursuant to Section 6.1.

“Improvement Area #1” means the property to be developed within the District identified as Improvement Area #1 and depicted in Exhibit A-2 to the Service and Assessment Plan.

“Improvement Area #1 Assessed Property” means all Parcels within Improvement Area #1 of the District and shown in the Assessment Roll against which an Assessment relating to the Improvement Area #1 Improvements is levied in accordance with the Service and Assessment Plan.

“Improvement Area #1 Improvements” means those Authorized Improvements described in the Service and Assessment Plan that benefit only Improvement Area #1.

“Improvement Area #1 Costs” means costs of the Improvement Area #1 Projects as set forth in the Service and Assessment Plan.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements being financed by the issuance of the Bonds as defined and set forth in the Service and Assessment Plan.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Initial Bond” means the Initial Bond as set forth in Exhibit A attached hereto.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 15 and September 15 of each year, commencing _____ 15, 2023.

“Investment Securities” means those authorized investments described in the City’s official investment policy as approved by the City Council from time to time, and eligible for the investment of public funds by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

“Major Improvements” means those Authorized Improvements described in Section III.B of the Service and Assessment Plan that benefit all areas within the District.

“Maximum Annual Debt Service” means the largest amount of Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Outstanding” means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article 4, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

“Owner” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“PID Act” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“Pledged Funds and Accounts” means the following funds and the accounts therein: the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenue Fund” means the Fund by such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 hereof.

“Pledged Revenues” means the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Principal and Interest Account” means the Account by such name established within the Bond Fund established pursuant to Section 6.1.

“Project Fund” means that Fund by such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means the initial purchaser of the Bonds.

“Rebate Fund” means that Fund by such name established pursuant to Section 6.1 and administered pursuant to Section 6.9 herein.

“Record Date” means the close of business on the last calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“Redemption Fund” means that Fund by such name established in Section 6.1 and administered pursuant to Section 6.6 of this Indenture.

“Redemption Price” means, when used with respect to any Bonds or portion thereof, the principal amount of such Bonds or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bonds to the date fixed for redemption payable upon redemption.

“Refunding Bonds” means Bonds security by a parity lien, with the Outstanding Bonds, on the Trust Estate, as more specifically described in the applicable indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

“Register” means the register specified in Article 3 of this Indenture.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Service and Assessment Plan” means the document, including the Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of the Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Federal Tax Certificate delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date relating to the tax-exempt status of the Bonds.

“Trustee” means Wilmington Trust, N.A., a national banking association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article 8 hereof, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

Section 1.2 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3 Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE 2

THE BONDS

Section 2.1 Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2 Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds and Accounts; and the Bonds and any other obligations incurred by the City under the terms of this Indenture shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3 Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by the Bond Ordinance. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4 Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE 3

AUTHORIZATION; GENERAL TERMS AND
PROVISIONS REGARDING THE BONDS

Section 3.1 Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$ _____ for the purpose of (i) paying or reimbursing a portion of the costs of the Improvement Area #1 Projects, (ii) funding the Bond Reserve Account of the Reserve Fund, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

Section 3.2 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated _____ 2022 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable

semiannually on March 15 and September 15 of each year, commencing _____ 15, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Term Bonds</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article 4 herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3 Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a copy of the executed Assessment Ordinance;
- (b) a copy of the executed Bond Ordinance;
- (c) a copy of this Indenture executed by the Trustee and the City;
- (d) an executed General Certificate;
- (e) an executed opinion of Bond Counsel; and
- (f) approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4 Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein (the "Certificate of Trustee" included in the Form of Bond attached hereto as Exhibit A), duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein (the "Comptroller's Registration Certificate"), included in the Form of Bond attached hereto as Exhibit A, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6 Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7 Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to

such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds as is acceptable to the Paying Agent/Registrar, in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made

regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any Authorized Denominations, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(1) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(3) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(4) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry Only System.

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of

redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13 Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE 4

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1 Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article 4.

Section 4.2 Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account pursuant to Article 6 of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

*maturity

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3 Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on or after September 15, 20__ in whole or any part, before their respective scheduled maturity dates, on September 15, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, at a Redemption Price equal to the principal amount of the Bonds called for redemption plus accrued and unpaid interest to the date fixed for redemption.

(b) The City, at least 45 days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.4 Extraordinary Optional Redemption.

(a) Notwithstanding any provision in this Indenture to the contrary, but subject to the provisions of Section 4.6(d), the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any Business Day, at a Redemption Price of 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued and unpaid interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(h)) or any other transfers to the Redemption Fund under the terms of this Indenture, including from transfers of Foreclosure Proceeds and transfers pursuant to Section 6.5(e), 6.5(f), 6.5(h) and section 6.3. The City direction for such redemption shall include details with regard to a corresponding reduction in the Bond Reserve Account Requirement, as contemplated by the definition thereof.

(c) Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$5,000 available in the Redemption Fund with which to redeem the Bonds.

Section 4.5 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) If less than all of the Bonds are to be redeemed pursuant to optional or extraordinary optional redemption, such redemption shall be effected by redeeming Bonds in such manner as may be specified by the City; provided, however that in the absence of such instruction from the City by the date required for the sending of notice of redemption pursuant to Section 4.6, the Bonds shall be redeemed by any method selected by the Trustee that results in a pro rata reduction of the Outstanding maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6 Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right, in the case of an optional or extraordinary optional redemption pursuant to Sections 4.3 or 4.4 herein, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i)

that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Section 4.7 Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8 Effect of Redemption.

Notice of redemption having been given as provided in, and not otherwise rescinded as provided by, Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE 5

FORM OF THE BONDS

Section 5.1 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond, and the Certificate of the Trustee and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on

Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2 CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, managed by CUSIP Global Services on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than an Authorized Denomination and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than an Authorized Denomination and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3 Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE 6

FUNDS AND ACCOUNTS

Section 6.1 Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (1) Pledged Revenue Fund;

- (2) Bond Fund;
- (3) Project Fund;
- (4) Reserve Fund;
- (5) Redemption Fund;
- (6) Rebate Fund; and
- (7) Administrative Fund.

(b) Creation of Accounts.

(1) The following Accounts are hereby created within the Pledged Revenue Fund:

- (A) Bond Pledged Revenue Account; and

(2) The following Accounts are hereby created and established within the Bond Fund:

- (A) Principal and Interest Account.

(3) The following Accounts are hereby created and established within the Project Fund:

- (A) Improvement Area #1 Improvement Account; and
- (B) Costs of Issuance Account.

(4) The following Accounts are hereby created and established within the Reserve Fund:

- (A) Bond Reserve Account; and
- (B) Delinquency and Prepayment Reserve Account.

(c) Each Fund and Account created within such Fund shall be only established as needed and maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds and Accounts shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2 Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (1) to the Bond Reserve Account: \$_____;
- (2) to the Costs of Issuance Account: \$_____;
- (3) to the Administrative Fund: \$_____;
- (4) to the Delinquency and Prepayment Reserve Account: \$_____;
- (5) to the Improvement Area #1 Improvement Account: \$_____.

Section 6.3 Pledged Revenue Fund.

(a) On or before February 1 (provided that Pledged Revenues have been received by the City, or if not, then as soon available) while the Bonds are Outstanding, beginning February 1, 2023, the City shall deposit or cause to be deposited the Pledged Revenues (which excludes, for the avoidance of doubt that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited pursuant to Section 6.10 hereof) into the Pledged Revenue Fund which deposit shall be directed by the City to the Trustee pursuant to a City Certificate. Specifically, except as set forth in Section 6.3(e), the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority:

- (1) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund amounts sufficient to pay debt service on the Bonds coming due on each Interest Payment Date in the next Bond Year.
- (2) second, to the Bond Reserve Account in an amount to cause the amount in the Bond Reserve Account to equal the Bond Reserve Account Requirement as described in Section 6.7(a) and Section 6.7(e),
- (3) third, amounts representing Additional Interest to the Delinquency and Prepayment Reserve Account in an amount equal to the Delinquency and Prepayment Reserve Requirement, and
- (4) fourth, in accordance with the written direction of the City, to pay other costs permitted by the PID Act.

(b) Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (1) through (3) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Bonds as provided in Article 4.

(c) The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited pursuant to Section 6.3(e) as Additional Interest, Prepayments or Foreclosure Proceeds. For the avoidance of doubt, all portions of the Annual Installment collected as Additional Interest shall be deposited pursuant only to (1), (2) and (3) above.

(d) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(e) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(f) Notwithstanding Section 6.3(a) above:

(1) the Trustee shall deposit Additional Interest to the Pledged Revenue Fund and shall transfer all or a portion of such Additional Interest to the Delinquency and Prepayment Reserve Account as set forth in 6.3(a) above and as otherwise directed by Section 6.8(a) hereof.

(2) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund; and

(3) the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund, to restore any transfers from the applicable account of the Reserve Fund made with respect to the Improvement Area #1 Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund. Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs (as identified to the Trustee in writing) shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited to the Delinquency and Prepayment Reserve Account of the Reserve Fund until the Delinquency and Prepayment Reserve Requirement is met and then to the Administrative Fund.

(g) After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Bonds and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Delinquency and Prepayment Reserve Account), the City may direct

the Trustee by City Certificate to apply Improvement Area #1 Assessments for any lawful purposes permitted by the PID Act for which Improvement Area #1 Assessments may be paid.

(h) Improvement Area #1 Assessments representing Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited first to the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Account Reserve Requirement is met and then to the Administrative Fund.

(i) Any Improvement Area #1 Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Improvement Area #1 Assessments may be used under the PID Act and such payments shall be applied in accordance with written direction from a City Representative to the Trustee.

Section 6.4 Bond Fund.

(a) No later than on each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Bond Reserve Account of the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

Section 6.5 Project Fund.

(a) Money on deposit in the Improvement Area #1 Improvement Account, and Costs of Issuance Account shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Moneys disbursed at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request.

(c) Except as otherwise provided herein, money on deposit in the Improvement Area #1 Improvement Account, shall be used solely to pay the costs of the Improvement Area #1 Projects. Upon receipt of a reviewed and approved Certificate for Payment for any Improvement Area #1 Costs, the Trustee shall make payment from the Improvement Area #1 Improvement Account. Except as provided in Sections 6.5(d), 6.5(f), 6.5(h) and 6.5(i), money on deposit in the Improvement Area #1 Improvement Account shall be used solely to pay the Improvement Area #1 Costs as set forth in the applicable Certificate for Payment.

(d) Funds on deposit in the Improvement Area #1 Improvement Account in the amount of \$_____ shall be retained in the Project Fund and shall not be expended or used to pay the costs of the Improvement Area #1 Projects pursuant to a reviewed and approved Certificate for

Payment until all of the following have occurred, as certified by the Developer to the City and the Trustee:

(1) All of the Improvement Area #1 Projects have been constructed or installed and accepted by the City, to the extent applicable;

(2) All of the 61 lots in Improvement Area #1 on which the Developer does not, on the Closing Date, expect to build single-family homes are either under contract with a third-party builder or are lots on which the Developer is building or expects to build homes; and

(3) 22 single-family homes have been fully constructed within Improvement Area #1.

(e) If the amount retained pursuant to (d) above have not been released from the project Fund on or before September 15, 2025, any amounts remaining in the Project Fund may be transferred to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 herein.

(f) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #1 Improvement Account are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #1 Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #1 Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #1 Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the Improvement Area #1 Improvement Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture.

(g) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(h) Upon the filing of a City Certificate stating that all Improvement Area #1 Projects have been completed and that all Improvement Area #1 Costs have been paid, or that any such costs are not required to be paid from the Improvement Area #1 Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #1 Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee and shall close the Improvement Area #1 Improvement Account of the Project Fund.

(i) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6 Redemption Fund.

(a) Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article 4.

(b) The Trustee shall cause to be deposited to the Redemption Fund from Prepayments and Foreclosure Proceeds, an amount sufficient to redeem Bonds as provided in Section 4.4 on the dates specified for redemption as provided in Section 4.4. If after such transfer, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(c) The Trustee shall cause to be deposited to the Redemption Fund from Pledged Revenues and pursuant to any transfers made pursuant to Section 6.7, an amount sufficient to redeem Bonds as provided in Sections 4.2, 4.3 and 4.4 at the direction of the City.

Section 6.7 Bond Reserve Account.

(a) The City agrees with the Owners of the Bonds to accumulate, and when accumulated, maintain in the Bond Reserve Account, an amount equal to not less than the Bond Reserve Account Requirement. Subject to subsection (c) below, all amounts deposited in the Bond Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account in the event of any deficiency in such Principal and Interest Account on any Interest Payment Date or any date on which principal of the Bonds is due.

(b) Whenever a transfer is made from the Bond Reserve Account to the Principal and Interest Account due to a deficiency in the Principal and Interest Account, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn.

(c) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Bond Reserve Account exceeds the Bond Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to (i) the Principal and Interest Account, (ii) the Redemption Fund or (iii) the Administrative Fund (in compliance with Section 6.13(d) herein), as set forth in the City Certificate. The excess amounts transferred from the Bond Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds).

(d) At the final maturity of the Bonds, the amount on deposit in the Bond Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(e) If, after a Bond Reserve Account withdrawal, the amount on deposit in the Bond Reserve Account is less than the Bond Reserve Account Requirement, the Trustee shall transfer

from the Pledged Revenue Fund to the Bond Reserve Account the amount of such deficiency, in accordance with Section 6.3, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(f) At the final maturity of the Bonds, the amount on deposit in the Bond Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(g) If the amount held in the Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund and the Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

(h) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Bond Reserve Account shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds as detailed in a City Certificate. The amount so transferred from the Bond Reserve Account shall be a proportional amount equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Bond Reserve Account, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Bond Reserve Account, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Bonds, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(i) If the amount held in the Bond Reserve Account, together with the amounts held in the Pledged Revenue Fund, Principal and Interest Account and Redemption Fund, is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

(j) The cumulative amount of any Bond proceeds (including investment earnings on such proceeds) that are transferred to the Administrative Fund pursuant to the provisions of 6.7(c) and subsequently used for the payment of operating costs directly relating to the Improvement Area #1 Projects will not exceed 5% of sale proceeds of the Bonds. The Trustee shall have no liability or responsibility for compliance with this section so long as it follows the written instructions from the City.

Section 6.8 Delinquency and Prepayment Reserve Account.

(a) In addition to the initial deposit to the Delinquency and Prepayment Reserve Account pursuant to Section 6.2, Additional Interest shall be deposited to the Delinquency and Prepayment Reserve Account pursuant to Section 6.3 herein until such time that the amount on deposit in the Delinquency and Prepayment Reserve Account is at least equal to the Delinquency and Prepayment Reserve Requirement. Whenever, at the written request of the City Representative, on any Interest Payment Date or on any other date, the amount in the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The City shall direct the Trustee in writing to transfer the amounts of such excess in the Delinquency and Prepayment Reserve Account to (i) the Bond Reserve Account to restore any deficiency in the Bond Reserve Account up to the Bond Reserve Account Requirement, (ii) the Administrative Fund for payment of Annual Collection Costs (in compliance with Section 6.13(d) herein), or (iii) to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.3. The excess amounts transferred from the Delinquency and Prepayment Reserve Account of the Reserve Fund to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds). In the event that the Trustee does not receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve funds within forty-five (45) days of providing notice to the City of such excess Delinquency and Prepayment Reserve amount, the Trustee shall transfer the excess Delinquency and Prepayment Reserve amount to the Redemption Fund and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer if compliant with this section.

(b) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, if there are insufficient funds in the Redemption Fund from such Prepayments to redeem the Bonds on their redemption date, the Trustee shall transfer funds from the Delinquency and Prepayment Reserve Account to the Redemption Fund in the amount of the deficiency and such funds shall be used to redeem Bonds pursuant to Section 4.4.

Section 6.9 Rebate Fund.

(a) Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and is not security for the Bonds.

(b) In order to assure that the amount required to be rebated to the federal government is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made as directed by the City in a written direction and in accordance with the Code and Tax Certificate. The Trustee may conclusively rely on such written instructions as set forth in this section and shall not be responsible for any loss or liability resulting from the investment of funds hereunder.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 8.6 and shall not be liable or responsible if it follows the written

instructions of the City and shall not be required to take any action under this Section and Section 8.6 in the absence of written instructions from the City.

(d) If, after the payment to the federal government of any amounts required to be paid in compliance with section 8.6, the amount on deposit in the Rebate Fund exceeds the amount required to be rebated to the federal government, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the amount required to be rebated to the federal government to the Bond Fund.

Section 6.10 Administrative Fund.

(a) The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to this section.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and is not security for the Bonds.

(c) In accordance with Section 10.6 hereof, the Trustee shall transfer its authorized fees and expenses from the Administrative Fund to pay the foregoing unless the Trustee receives written objection from the City within 10 Business Days of its delivery of notice of such costs to the City. No City Certificate is necessary for the Trustee to receive compensation for the services rendered hereunder.

Section 6.11 Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) Business Days in advance of the making of such investment in time deposits, other bank deposit products, or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Chapter 2256 Texas Government Code, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times set forth in this Indenture. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of

such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, the Trustee shall hold monies held by it uninvested and shall have no obligation to invest or reinvest such monies.

(b) Obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment if authorized by the City Representative in writing. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments and may conclusively rely on the City's written instructions as to the directed investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, the Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from the City. No monthly cash transaction statement need to be furnished if no activity occurred during such month.

(f) The Trustee may conclusively rely on City Certificates pursuant to Section 6.11(a) that such an investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Section 6.12 Investment Income.

(a) Interest and income derived from investment of the Project Fund shall be deposited to the credit of the Principal and Interest Account.

(b) Interest and income derived from investment of the Bond Fund shall be credited to the Principal and Interest Account.

(c) Interest and income derived from investment of the Bond Reserve Account and Delinquency and Prepayment Reserve Account shall be credited to such Accounts.

Section 6.13 Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE 7

COVENANTS

Section 7.1 Confirmation of Improvement Area #1 Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #1 Assessments against each Improvement Area #1 Assessed Property from which the Pledged Revenues will be collected and received.

Section 7.2 Collection and Enforcement of Improvement Area #1 Assessments.

(a) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments.

(b) The City will determine or cause to be determined, no later than April 1 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessment or the corresponding Improvement Area #1 Assessed Property.

Section 7.3 Against Encumbrances.

(a) Other than bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid and the obligation to the Developer to reimburse it for funds it has contributed to pay Improvement Area #1 Costs remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #1 Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty (30) days after the City receives such request.

ARTICLE 8

FEDERAL INCOME TAX MATTERS

Section 8.1 General.

The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Tax Certificate.

Section 8.2 No Private Activity Bonds.

The City covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be "private activity bonds" unless it takes a remedial action permitted by section 1.141-12 of the Regulations. The City covenants and agrees that the levied Assessments will meet the requirements for the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements until final payment of the Bonds.

Section 8.3 No Federal Guarantee.

The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 8.4 No Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause an issue of Bonds to be "hedge bonds" within the meaning of Section 149(g) of the Code.

Section 8.5 No-Arbitrage Bonds.

The City covenants that it will make use of the proceeds the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that such issue will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

Section 8.6 Required Rebate.

The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds the Bonds, be rebated to the United States.

Section 8.7 Information Reporting.

The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

Section 8.8 Record Retention.

The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

Section 8.9 Registration.

The Bonds will be issued in registered form.

Section 8.10 Favorable Opinion of Bond Counsel.

Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of Bond Counsel that noncompliance with such covenant will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 8.11 Continuing Obligation.

Notwithstanding any other provision of this Indenture, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest the Bonds from gross income for federal income tax purposes.

ARTICLE 9

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved by the City in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the "Bond Documents"), shall require the City to expend or risk its own general funds or revenues or other funds or otherwise incur any financial liability in the performance of any of its obligations hereunder, the sole source of payment of obligations incurred by the City under the Bond Documents being limited to the Pledged Revenues.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action

hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE 10

THE TRUSTEE

Section 10.1 Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds.

Section 10.2 Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified pursuant to a written instrument by the Owners of the Bonds to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 10.3 Responsibilities of the Trustee.

The Trustee accepts the trusts imposed upon it by this Indenture, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto and the Owners agree.

(a) Prior to the occurrence of an Event of Default of which the Trustee has been notified, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(1) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Indenture, and no duties or obligations shall be implied to the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified in writing, or is deemed to have notice), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this subparagraph shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subparagraph (a)(1) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subparagraph (a)(2) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the controlling Owners relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Whether or not therein expressly so provided, every provision of this Indenture or any other Bond Document relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article 10.

(d) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code, or (v) to undertake any other action unless specifically authorized pursuant to a written direction provided by the City or pursuant to this Indenture.

(e) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(f) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #1 Projects. The Trustee shall have no liability for any action taken, or errors in judgment made in good faith by it or any of its officers, agents or employees unless it shall have been negligent in employing such agent or in ascertaining the pertinent facts.

(g) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified above), and (ii) shall be entitled to the advice of counsel concerning all matters of trusts hereof and duties hereunder.

(h) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for:

- (1) the validity, priority, recording, re-recording, filing or re-filing of this Indenture or any Supplemental Indenture,
- (2) any instrument or document of further assurance or collateral assignment,
- (3) the filing of any financing statements, amendments thereto or continuation statements,
- (4) insurance of the Improvement Area #1 Projects or collection of insurance money,
- (5) the validity of the execution by the City of this Indenture, any Supplemental Indenture or instruments or documents of further assurance, or

(6) the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(i) The Trustee shall not be accountable for the application by any Person of the proceeds of any Bonds authenticated or delivered hereunder.

(j) The Trustee may request, conclusively rely on and shall be protected, in the absence of bad faith or negligence on its part, in acting upon any notice, request, direction, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the direction, request, authority or consent of any Person who is the Owner of any Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding upon all future Owners of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(k) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default, except Events of Default described in Section 12.1(1), unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of more than 50% of the aggregate outstanding principal amount of Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(l) The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(m) Any resolution by the City, and any opinions, certificates and other instruments and documents for which provision is made in this Indenture, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

(n) The Trustee shall be entitled to file proofs of claim in bankruptcy. Ordinary trustee and paying agent/registrar fees and expenses and extraordinary fees and expenses of the Trustee and the Paying Agent/Registrar incurred hereunder are intended to constitute Annual Collection Costs in bankruptcy.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation for trustee and paying agent/registrar services shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

(p) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(r) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(s) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area #1 Projects or any real property or improvements related thereto or for any diminution in value of the same as a result of any contamination by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other person or entity arising from contamination by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of the Improvement Area #1 Projects or any real property or improvements related thereto or with respect to compliance thereof under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits or licenses issued under such laws.

Section 10.4 Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 10.5 Trustee Protected in Relying on Certain Documents.

The Trustee may request and rely upon any order, notice, opinion, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant to be qualified in relation to the subject matter or selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action

taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 10.13 herein.

Section 10.6 Compensation.

From time to time, the Trustee shall determine and the Trustee shall provide the City Representative with an invoice setting forth the reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by a specific agreement, if any, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. Unless written objection is made invoice received by the City within ten (10) days of its delivery to the City, the Trustee shall transfer from the Administrative Fund the amount set forth thereon. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from lawfully available funds under the Indenture (other than funds designated by the City for arbitrage rebate purposes) in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Agreement, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Trustee shall be compensated for such extraordinary services and any services or work performed by Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

In the event that the Trustee renders any service not contemplated in this Agreement, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Trustee shall be compensated for such extraordinary services and any services or work performed by Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or

event; provided, however, that all such payments to the Trustee shall be only from funds available in the Administrative Fund..

Section 10.7 Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 10.8 Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than thirty (30) days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the earlier of the appointment of a successor as provided in Section 9.10 or the appointment of a successor trustee by a court of competent jurisdiction pursuant to Section 9.10 hereof and the acceptance of such appointment by such successor.

Section 10.9 Removal of Trustee.

The Trustee may be removed at any time upon at least thirty (30) days prior written notice by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 10.10 Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor trustee may be appointed within one year after any such vacancy shall

have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of thirty (30) days after such vacancy occurs) appoint a trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within thirty (30) days after such appointment. Any appointment of a successor trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the requisite Owners of Bonds.

If in a proper case no appointment of a successor trustee shall be made within thirty (30) days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds, and each of the Owners of the Bonds.

Section 10.11 Transfer of Rights and Property to Successor Trustee.

Any successor trustee appointed under the provisions of Section 10.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of any outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any

deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 10.12 Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 10.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 10.13 Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. The Trustee shall only be responsible for making such filings upon direction from the City.

Section 10.14 Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in aggregate outstanding principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 10.15 Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE 11

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 11.1 Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its prior written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (1) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (2) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds; and
- (4) to make such additions, deletions or modifications as may be necessary or desirable to assure of the excludability of interest on the Bonds for federal income tax purposes.

Section 11.2 Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 11.3 Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 11.1 herein, to take effect when and as provided in this Section. The City shall provide written direction to the Trustee to provide a copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, be mailed by the Trustee first class mail to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 12.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 11.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of ninety (90) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such ninety-day period.

Section 11.4 Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article 10, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 11.5 Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article 11 shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Designated Payment/Transfer Office of the Trustee, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 11.6 Amendatory Endorsement of Bonds.

The provisions of this Article 11 shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 11.7 Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and any Applicable Laws. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE 12

DEFAULT AND REMEDIES

Section 12.1 Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (1) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (2) The failure of the City to enforce the collection of the Improvement Area #1 Assessments including the prosecution of foreclosure proceedings;
- (3) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and

(4) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the aggregate outstanding principal amount of the Bonds at the time Outstanding requesting that the failure be remedied.

Section 12.2 Immediate Remedies for Default.

(a) Subject to Article 8, upon the happening and continuance of any of the Events of Default described in Section 12.1, the Owners of at least 25% aggregate outstanding principal amount of the Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article 12, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms, as the Trustee may deem appropriate, and as may be required by Applicable Laws and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or proper for the purpose which may be designated in such request.

Section 12.3 Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the registered owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article 9, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 12.4 Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 12.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the registered owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the registered owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 12.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 12.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 12.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 12.5 Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 12.6 Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(1) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the

execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(2) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 12.7 Waiver of Default.

With the written consent of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 12.8 No Acceleration.

In the event of the occurrence of an Event of Default under Section 12.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 12.9 Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 12.10 Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE 13

GENERAL COVENANTS AND REPRESENTATIONS

Section 13.1 Representations as to Pledged Revenues.

(a) The City represents and warrants that Applicable Laws authorize the City to issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged Revenues in the manner

and to the extent provided in this Indenture, and that the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to available funds, the City will take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #1 Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. Notwithstanding the foregoing, if the City is unable in every year to send notice of the Annual Installment on the same statement as ad valorem taxes, the City shall send or shall cause to be sent, a separate notice of the Annual Installment in a timely fashion such that the Annual Installment can be collected in the same time frame as ad valorem taxes.

Section 13.2 General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE 14

SPECIAL COVENANTS

Section 14.1 Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 14.2 Additional Obligations; Other Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 14.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture other than (i) a lien or pledge subordinate to the lien and pledge of such property related to the Bonds, and (ii) Refunding Bonds.

(c) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds and Accounts; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would adversely affect the ability of the City to timely pay the debt service due and owing on the Bonds.

Section 14.3 Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds and Accounts, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 14.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE 15

PAYMENT AND CANCELLATION OF THE BONDS
AND SATISFACTION OF THE INDENTURE

Section 15.1 Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article 14.

Section 15.2 Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 15.3 Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be, only upon receipt by the Trustee of (i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE 16

MISCELLANEOUS

Section 16.1 Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 16.2 Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 16.3 Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 16.4 Waiver of Personal Liability.

No member of the City Council of the City, or any officer, agent, or employee of the City, shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 16.5 Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate or Certificate for payment shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

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

With a copy to:

And: Bracewell LLP
Attn: Julie Partain
1445 Ross Ave.
Suite 3800
Dallas, Texas 75202
Email: julie.partain@bracewell.com
(214) 758-1606

And:

If to the Trustee, also acting in the capacity of
Paying Agent/Registrar: 15950 North Dallas Parkway, Suite 550
Dallas, TX 75248
Direct Phone 972-383-3154 | (F) 972-385-
0844 | (C) 214-862-8441

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five (5) Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to the Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: email, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 16.6 Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 16.7 Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 16.8 Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 16.9 Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 16.10 Anti-boycott Verification.

The Trustee 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 Agreement is a contract for goods or services, will not boycott Israel during the term of this 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 Trustee understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 16.11 Iran, Sudan and Foreign Terrorist Organizations.

The Trustee 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 Trustee 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 Trustee understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 16.12 Petroleum.

To the extent this Indenture 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 Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 16.13 Firearms.

To the extent this Indenture 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 Trustee within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 16.14 Form 1295 Exemption. The Trustee represents that it is a wholly owned subsidiary of M&T Bank Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF TOMBALL, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

[CITY SEAL]

_____, AS TRUSTEE

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

THE TRANSFER OF THIS BOND IS SUBJECT TO THE TERMS AND RESTRICTIONS DESCRIBED HEREIN.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF TOMBALL, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(WOOD LEAF RESERVE PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #1)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 15, _____	_____	_____

The City of Tomball, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually commencing on September 15, 2023, and on each March 15 and September 15 thereafter until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of Wilmington Trust, N.A., a national banking association, as trustee and paying agent/registrar (the “Trustee,” which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “Bonds”), dated _____, 2022 and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of September 15, 2022 (the “Indenture”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Improvement Area #1 Costs, (ii) funding a debt service reserve fund for payment of principal and interest on the Bonds, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$25,000, or any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”), subject to the partial redemption provisions of the Indenture authorizing redemptions of less than \$25,000 in denominations of \$5,000 and any multiple of \$5,000 in excess thereof.

The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article 6 of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

*maturity

\$ _____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

\$_____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

\$_____ Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	
September 15, 20__*	

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 15, 20__ before their scheduled maturity dates, in whole or in part, on any date, on or after September 15, 20__, such redemption date or dates to be fixed by the City, at a price of par plus accrued and unpaid interest to the date of redemption:

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any Business Day, at a Redemption Price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or any other transfers to the Redemption Fund permitted in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City reserves the right, in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain

Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF TOMBALL, TEXAS; HARRIS COUNTY, TEXAS; THE STATE OF TEXAS; OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Tomball, Texas

Mayor, City of Tomball, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on each Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts of the
State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Wilmington Trust, N.A., as Trustee

By: _____
Authorized Signatory

DATED: _____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates"</u>
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a. (Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. ____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____, 2022 (the “Indenture”) relating to the “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for Chesmar Homes, LLC a Texas limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Improvement Area #1 Improvement Account of the Project Fund from _____, (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Improvement Area #1 Projects providing a special benefit to property within Improvement Area #1 of the Wood Leaf Reserve Public Improvement District.

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Improvement Area #1 Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Improvement Area #1 Projects below is a true and accurate representation of the Improvement Area #1 Projects associated with the creation, acquisition, or construction of said Improvement Area #1 Projects and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Improvement Area #1 Projects as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Improvement Area #1 Assessments it owes or an entity the Developer controls owes, located in the Wood Leaf Reserve Public Improvement District and has no outstanding delinquencies for such Improvement Area #1 Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Improvement Area #1 Projects referenced below (or its completed segment) has been completed, and the City has inspected such Improvement Area #1 Projects.

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

9. The amount of this request when combined with all previous Certificates for Payment submitted by the Developer, [check one] (i) _____ does not exceed an amount that would leave \$_____ remaining in the Improvement Area #1 Improvement Account of the Project Fund or (ii) _____ the Developer hereby certifies the following:

(1) All of the Improvement Area #1 Projects have been construction or installed and accepted by the City;

(2) All of the 61 lots in Improvement Area #1 on which the Developer is not building single-family homes, are under contract with a third-party builder; and

(3) 20 single family homes have been constructed within Improvement Area #1

Payments requested are as follows:

Payee / Description of Improvement Area #1 Projects	Total Cost of Improvement Area #1 Projects	Budgeted Cost of Improvement Area #1 Projects	Amount requested be paid from the Improvement Area #1 Improvement Account

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

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Improvement Area #1 Projects (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Chesmar Homes, LLC a Texas limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Improvement Area #1 Projects.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Area #1 Improvement Account
\$ _____	\$ _____

CITY OF TOMBALL, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Chesmar Homes, LLC a Texas limited liability company, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Area #1 Improvement Account of the Project Fund] from Wilmington Trust, N.A. (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Wood Leaf Reserve Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Area #1 Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF TOMBALL, TEXAS

By: _____
 Name: _____
 Title: _____
 Date: _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 19, 2022

Topic:

Discussion and possible action regarding amendments to Administrative Policy Number 18, Development Policy for Special Financing Districts.

Background:

Staff has reviewed the approved Administrative Policy Number 18, Development Policy for Special Financing Districts, adopted in March 2022 and provided possible updates areas of the policy following direction from Council.

Based on discussions with Council during consideration of public improvement districts, staff is recommending modifications to the existing policy. Proposed amendments include:

- Better defined criteria for PID consideration;
- Requirement to demonstrate compliance with at least 50% of the criteria with substantial and thorough justification provided in the application;
- Adjustment to the maximum assessment to reflect a 15-year term with a maximum assessment of \$0.96 per \$100 and a 30-year term with a maximum assessment of \$0.48 per \$100.

Origination: Project Management

Recommendation:

Staff recommends the amendments to Administrative Policy 18, Development Policy for Special Financing Districts.

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

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: September 19, 2022	PAGE 1 OF 15
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I. I. Purpose

The purpose of the City of Tomball Public Improvements District (“PID”) Policy is to outline the policy parameters and considerations to be addressed before the Tomball City Council can support the establishment or continuation of a PID as allowed by Chapter 372 of the Texas Local Government Code. The Policy outlines such things as general procedures, City processes, petition requirements, information to property owners, and determination of annual plan of services, budget, and assessments. This Policy sets forth City procedures and requirements which are in addition to the requirements of state law. Any aspect not specifically addressed by this Policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this Policy if it does not conflict with state or federal law. Any requirements waived may be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

II. Considerations

The City of Tomball [will consider PID applications that demonstrate compliance with at least 50% of the below criteria. Applicant must provide substantial and thorough justification for the PID request and financial gap that justifies PID financing.](#)

- a. Generate economic and superior development benefits to the City beyond what normal development would generate [and must be self-sufficient and not adversely impact the ordinary service delivery of the City;](#)
- b. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.);
- c. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rata share of the regional facilities and services;
- d. Implement City of Tomball master plans, including water, wastewater, parks, and trails;
- e. Increase or enhance the City’s transportation and roadway plans;
- f. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings;
- g. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats;
- h. Are willing to annex into the City of Tomball, [if applicable](#), in exchange for the creation of a PID;
- i. [Provide for unique or special development amenities, including amenity centers, play areas, pools, picnic facilities; and](#)
- j. Have the support of 100% of the owners of the property within the PID.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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Any requested deviations, adjustments, or special considerations from the terms and conditions of the City’s PID Policy shall be clearly requested and explained prior to or with the PID petition for that PID.

III. Process

Generally, the City’s will follow the process below for consideration of PIDs.

1. Applicant submits a completed PID petition, application, and supporting documentation.
2. Applicant pays a non-refundable PID Application Review Fee in the set amount adopted in the City’s Master Fee Schedule.
3. The City will review the petition and application for compliance with statutory PID Petition requirements and requirements set forth in this Policy.
4. Upon the City approval of compliance with this Policy, City Council accepts the PID Petition.
5. City and applicant execute a Professional Services Reimbursement Agreement.
6. City and applicant execute a Development Agreement.
7. City and applicant work together to complete of required steps as set forth in Chapter 372 of the Texas Local Government Code and all steps and procedures set forth in City policy to create the PID.
8. City Council creates PID.
9. City Council levies assessments.

The City Council will not take any action to commence the creation of a PID prior to the approval of a final development agreement governing the development in question.

Completion of any individual step in the PID creation process is not a guarantee of PID approval. Creation of a PID is a discretionary action of City Council.

IV. Petition Requirements

Petitions for creating a PID must satisfy all requirements under Chapter 372 of the Texas Local Government Code.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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The City may require:

- a. Evidence that signature of property owners were gathered no more than six months preceding the submittal of the petition; or
- b. Evidence that the petitioner’s signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the City’s cost of signature verification.

VII. Application

In agreeing to consider a petition for creation of a PID, the City will require the following from the applicant at the time the petition is submitted. These requirements reflect the minimum requirements and the City, at its discretion, may require additional items:

- a. A completed PID petition;
- b. Payment to the City of a non-refundable PID Application Review Fee in the amount of adopted in the City’s Master Fee Schedule;
 - i. The application review fee is designed to cover all administrative or operational costs incurred by the City during the review period and beginning stages of the PID process until the escrow account is established; and
- c. A PID application packet, which should include:
 - i. A completed City of Tomball PID Application Form (Exhibit A);
 - ii. Letter from developer requesting consideration of a PID and summary of the special benefits to be received by the development;
 - iii. Evidence that the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing. The developer must provide the City with adequate evidence of its committed and anticipated sources of funding to fund the balance of the improvements in the District not eligible to be funded by District issued financing;
 - iv. A site plan or general plan of development that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City’s Comprehensive Plan, Strategic Plan, and all other City plans formally approved by City Council, as amended;
 - v. Identification of how the project will contribute to funding the expansion of arterial and connector streets, major collector roadways or highways, and trunk line utility infrastructure, as applicable when necessary to address the projected demand for services and the impacts of the development;
 - vi. Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost;
 - vii. Sources and uses budget and project pro forma detailing projected cash flows over the life of the proposed District including other public sources, private financing, and developer equity contribution to the project;

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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- viii. Demonstration of financial capability, solvency, and generally the necessary capital to meet project costs through project completion;
 - i. This could include, but is not limited to, at least three years of financial statements, complete sources and uses budget, and letters of credit or letters of support from bank or lending institutions.
- ix. Demonstration of previous experience developing similar scale and types of projects;
- x. Demonstration the proposed development is consistent with the zoning of the property;
 - i. Zoning for the proposed development must be in place prior to PID creation or concurrent with PID creation, at the discretion of the City; and
- xi. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars, \$).

The City shall, upon reasonable prior written notice to the developer and during normal business hours, have the right to audit and inspect the developer’s records, books, and all other relevant records needed to make its assessment of the PID petition or application. The City, the developer, PID consultant, and any other necessary parties involved in the approval of the PID petition and financing, will agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, local or state laws or ordinances, or at the direction of the Attorney General.

VIII. Professional Services Reimbursement Agreement & Deposit

If, during the initial review of the application, the City determines that it will proceed to pursue creation of a PID or the City determines it is its best interest to establish a PID, a professional services reimbursement agreement will be entered into with the applicant. The professional services reimbursement agreement will require the applicant to deposit funds with the City to pay for City staff time, third-party consultants, including but not limited to, legal study analysts, City Attorney, bond counsel, financial advisors, PID consultants/administrators, trustees, underwriters, appraisers, and market study analysts. The payment of such fees is not a guarantee that the City will approve the PID. The costs a Petitioner will pay include but are not limited to:

- a. Reviewing the PID petition and application;
- b. Publishing required legal notices;
- c. Preparation and review of creation proceedings and levy of assessments;
- d. Cost of the appraisal and reviewing the appraisal, the feasibility study, and engineering report including the cost of services provided by City consultants, attorneys, bond counsel, financial advisors and PID consultant or administrator;
- e. Preparation of the initial Service and Assessment Plan (SAP) by a third party PID Administration Firm or PID Consultant engaged by the City;
- f. Bond Issuance;

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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- g. Review and approval of plans for and inspection of construction of PID improvements; not including fees paid for review and inspection required by the City’s Code of Ordinances, as amended; and
- h. Procurement of contracts for PID administration and operation, collection of assessments, foreclosures or other similar matters.

The initial deposit made by the applicant shall be \$50,000. The applicant is required to make an additional \$25,000 deposit will be required anytime the deposit balance reaches \$10,000. Certain unused balances will be returned to the applicant. The applicant may be eligible to be reimbursed these costs through bond proceeds or PID assessments as applicable. The PID deposit are in addition to administrative costs associated with the PID, the cost of bond issuance, and the PID application fee.

IX. Development Agreement

The City Council will not take any action to commence the creation of a PID prior to the approval of a final development agreement governing the proposed development.

The following shall be provided to the City prior to the preparation of a development agreement (if not already provided as part of application packet):

- a. The basic terms and conditions of the creation of the PID, including the provision of special conferred benefit;
- b. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate;
- c. A section that clearly identifies the benefit of the PID to the affected property owners and to the City as a whole;
- d. The petitioner’s qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc;
- e. A legal description of the boundaries of the proposed PID, a map of the proposed PID boundaries that is suitable for publication in legal notices, and a “commonly known” description of the area to be included in the PID;
- f. Description of all City-owned land within the PID as well as its proposed share of project costs;
- g. A current tax roll of owners in the PID;
- h. Any plan for phasing of both real estate development supported by the PID and construction of public improvements in the PID including a breakdown between major improvements serving large areas of the entire PID vs. phase-specific improvements; and
- i. A sunset clause and a pre-executed petition to dissolve the PID by the landowner in the case the project has not obtained a grading permit within three years.

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X. Additional Requirements

The following additional requirements must be met by applicants:

- a. Plans for the proposed development shall be prepared and reviewed by the City in compliance with the City’s development ordinances regarding land use, development, infrastructure design, permitting, and inspections. Applicants shall seek City development approvals prior to the commencement of any construction;
- b. Property in the PID owned by the City shall not be subject to PID assessments. Property in the PID owned by another governmental entity may be assessed only pursuant to an inter-local agreement between the entity and the City;
- c. The PID may not finance improvements or services that would not be accessible to the general public;
- d. The City’s ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of Service and Assessment Plan updates, and other costs shall be reimbursed from PID assessments. The City’s costs will be determined on an annual basis;
- e. Administration and management of ongoing PID responsibilities, such as preparations and updating of the Service and Assessment Plan, issuance of notices for annual City Council action on the Service and Assessment Plan, operation and maintenance of PID improvements, and other related matters shall be paid by PID assessments and performed by a third-party firm under contract with the City;
- f. The City will use PID bond proceeds only to pay or reimburse the cost of PID improvements that have been designed and constructed to the applicable standards, and accepted for maintenance, or otherwise approved by the governmental entity responsible for them; and
- g. In the event of default under the terms of a PID financing agreement, the City shall, after providing notice and an opportunity to cure, have the right to capture reimbursements to complete development of public infrastructure.

If minimum any of the minimum requirements of this Policy cannot be met, an explanation of why the requirements cannot be met and alternatives provided to meet or exceed the requirements must be submitted.

XI. City Consultants

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee and Market Study Analyst. With input by the Developer, the City will select an Underwriter and Appraiser. The City’s PID Administrator, in conjunction with the developer’s PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates

XII. Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with Harris County to include the annual PID installments on the Harris County Tax Bill.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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XIII. Maximum Assessment

The annual PID installment shall not exceed an amount that increases the expected total equivalent tax rate upon buildout above \$0.96 per \$100 of assessed value for a 15-year PID and \$0.48 per \$100 of assessed value for a 30-year PID, with preference given to developments with a lower assessment. Applicants are encouraged to keep the equivalent tax rate as low as feasible for the development. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

XIV. Assessment Term/Bond Term

The maximum term of a PID assessment is not to exceed 30 years, with a \$0.48 per \$100 assessment cap, or 15 years with a \$0.96 assessment cap, and the assessment term must equal the bond term (if applicable).

XV. Finance Limitations for Special Assessment Revenue Bond Issuance (PID Bonds)

The City may issue PID Bonds solely for the purposes of acquiring, reimbursing or constructing authorized Improvements. The Developer may request issuance of PID Bonds by filing with the City a list of the authorized improvements to be funded with the PID Bonds and the estimated costs of such authorized improvements. The Developer acknowledges that the mandatory PID Professional Service Reimbursement Agreement obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

The following performance standards shall apply to PID bonds:

- a. To receive consideration by and approval from the City for PID financing through a bond to facilitate a residential development, the proposed boundaries of the development shall be no less than 50 acres;
- b. Minimum appraised value to lien ratio of 3:1;
- c. Maximum of two years capitalized interest for each bond issuance;
- d. No annual assessment increases once assessments are levied. Assessments for future phases will remain competitive with original phases and lot types as defined in the SAP;
- e. All improvements to be funded with PID bonds must be fully engineered and bid. A competitive bidding process with at least three bids will be required; and
- f. Developer is required to demonstrate committed capital in the form of cash deposit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

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The following additional considerations and limitations will apply when a developer requests PID bonds:

- a. A developer or landowner may request the issuance of PID bonds in advance of construction of an individual phase of a development subject to compliance with these standards. All such PID bond issues will be subject to approval of the City Council;
- b. No General Obligation Bonds or Certificates of Obligation bonds will be utilized by the City to directly or indirectly pay, or guarantee payment of, PID bonds;
- c. If in any calendar year the City issues bonds that would constitute a bank qualified debt issuance but for the issuance of the PID bonds, then the developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City;
- d. All PID bond issues, if any, will be subject to approval by the City Council;
- e. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City's Director of Finance for issuing long-term debt instruments including tax notes and bonds;
- f. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the SAP and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will the maximum assessment be increased for any parcel unless the property owner of the parcel consents to the increased assessment;
- g. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID bonds and PID assessments;
- h. The City's cost of reviewing a developer payment request from PID bond proceeds, including City staff time and third-party consultant costs, shall be netted out of the amount paid to the developer or paid from the administrative expense of the collection costs portion of the assessment;
- i. Each PID bond indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID or funds held under a bond indenture for such purposes, and that the City will have no obligation to make debt service payments for the PID bonds from any other sources;
- j. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal;
- k. Any new money PID bonds issued will include a Reserve Fund in an amount to be determined;
- l. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%);
- m. All developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the respective bond indenture or any other Page 6 regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues;

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- n. Developer is required deposit cash with the City or a bond trustee on or prior to the sale date of the PID bonds in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds;
- o. During a material event of default by the developer under the terms of any agreement between the developer and the City relating to the PID or the property within the PID, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer;
- p. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate governmental entity, as authorized by law;
- q. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b); and
- r. Any trails, parks, streets or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.

XVI. Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

- a. Landowner Consent or Agreement to be recorded in the Official Public Records of Harris County;
- b. Signage at major entryways and exits;
- c. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions;
 - b. Total Assessment;
 - c. Average Annual Installment; and
 - d. Equivalent Tax Rate.
- d. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City; and
- e. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

XVII. PID Administration and Management

The City will contract with an outside consultant to administer the PID and to bill, collect, and track PID assessments. This cost will be considered a reimbursable project cost and shall be included in the PID Service and Assessment Plan.

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XVIII. Miscellaneous

- a. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely with the discretion of the City Council.
- b. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Tomball.
- c. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the developer pursuant to any other instrument, transaction or undertaking as a result of the PID shall be satisfied out of the assets of the developer only and the City shall have no liability.

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**CITY OF TOMBALL
PUBLIC IMPROVEMENT DISTRICT POLICY
AS ADOPTED BY CITY COUNCIL ON MARCH 21, 2022**

I have read and understand this policy.

Signature

Date

Printed Name

(Please sign and date this page and return to the Project Manager)

**CITY OF TOMBALL
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**City of Tomball
Public Improvement District (PID) Application**

APPLICANT INFORMATION

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

Please attach additional applicant information as necessary.

OWNER INFORMATION

Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

PROJECT INFORMATION

Description of Proposed Project: _____

Physical Location of Property: _____

HCAD Identification No.: _____ Acreage: _____

Current Use of Property: _____

Proposed Use of Property: _____

**CITY OF TOMBALL
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PID CONSIDERATIONS

Please mark which consideration from the “Development Policy for Special Financing Districts” the PID request adheres to below Please attach documentation and/or a detailed justification as to how the PID meets the criteria selected. .

1. Generates economic and superior development benefits to the City beyond what normal development would generate.

2. Provide for improvements in the public right of way (e.g. entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, etc.)

3. Meet community needs (e.g. enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, water and wastewater on or off-site improvements) including without limitation development’s pro-rate share of the regional facilities and services.

4. Implement City of Tomball master plans, including water, wastewater, parks, and trails.

5. Increase or enhance the City’s transportation and roadway plans.

6. Exceed development requirements in the City, including but not limited to enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for the superior design of lots or buildings.

7. Preserve and protect natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.

8. Willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID.

9. Provide a unique or special development to the Tomball community (e.g. amenity centers, play areas, pools, picnic facilities, multi-purpose trails.)

10. Have the support of 100% of the owners of the property within the PID.

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REQUIRED ATTACHMENTS

- _____ Completed PID petition
- _____ Non-refundable payment of PID Application Review Fee
- _____ Letter from Developer/Applicant requesting consideration of PID
- _____ General summary and description of proposed development
- _____ Site plan or general plan that shows land use and thoroughfare connections
- _____ Demonstration of how the development is in compliance with the City’s Comprehensive Plan and Future Land Use Plan
- _____ Demonstration of how the proposed development is in compliance with the zoning of the property
- _____ Description of any amenities for the proposed development
- _____ Description of any elevated design and landscaping standards for the proposed development
- _____ Summary of special benefits to be received by the development
- _____ Evidence the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing
- _____ Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management cost
- _____ Description and preliminary estimate of public infrastructure included with development (include both developer-funded and proposed PID-funded elements)
- _____ Propose total assessment and tax rate equivalent
- _____ Description of any property that will be subject to or exempt from assessments
- _____ Any additional information which you believe would be necessary for the City to evaluate the proposed project.

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ACKNOWLEDGEMENT

I, _____, certify that the information on this form and included in the attached City of Tomball PID Application is true and correct to the best of my knowledge and the undersigned is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in possible delays and/or denial.

Signature of Applicant: _____ Date: _____

Signature of Owner: _____ Date: _____