CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 21, 2026
6:00 P.M.
COUNCIL CHAMBER, CITY HALL
8102 Hwy 6, HITCHCOCK, TEXAS 77563

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM
PLEDGE AND INVOCATION

1. Citizen Comments:

PLEASE NOTE: Public comments and matters from the floor are limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request to Address Council form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and also to silence all cell phones and electronic devices.

Speakers must address their comments to the presiding officer rather than to individual council members or staff. Speakers will be allowed a maximum of 3 minutes to speak. Speakers making personal, impertinent, profane, or slanderous remarks will be given a warning before losing the privilege to speak or may be removed from the room. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations/distractions will not be permitted. No placards, banners, or signs will be permitted in the Chambers or any room where the Council is meeting. In accordance with the Texas State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda.

2. Proclamations & Presentations:

a. Presentation of a Proclamation commemorating Constitution Week, September 17-23, 2026, in celebration of the U.S. Constitution. (Susan Polk, Chairperson of the Constitution Week Committee of the George Washington Chapter, National Society of the Daughters of the American Revolution)

b. Presentation and possible action to approve an Eagle Scout project for the placement of a flag collection box at City Hall for the proper disposal of damaged and retired American flags. **(**Jason Gerringer**)**

3. Public Hearing:

a. Conduct a public hearing and receive public comments regarding the designation of a Tax Abatement Reinvestment Zone on 284 acres in the City of Hitchcock at 8430 FM 2004 in accordance with Chapter 312 of the Texas Tax Code.

4. Consent Agenda Items (A-O):

All consent items listed are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests it, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

(A) Approval of minutes from Regular City Council Meeting dated August 17, 2026.

(B) Approval of minutes from Special City Council Meeting dated September 8, 2026.

(C) Approval of City of Hitchcock Monthly Investment Report for the period ending August 31, 2026.

(D) Approval of Hitchcock Economic Development Corporation Monthly Investment Report for the period ending August 31, 2026.

(E) Approval of City of Hitchcock Financial Report for August 31, 2026.

(F) Approval of City of Hitchcock Accounts Payable Report for August 31, 2026.

(G) Approval of a payment in the amount of $500,000.00 to Harborwalk, L.P., in accordance with the Settlement Agreement between the City of Hitchcock and Harborwalk, L.P.

(H) Approving an Ordinance of the City Council of the City of Hitchcock repealing and replacing Ordinance 2026-011 Designating a certain area as a Reinvestment Zone for Commercial-Industrial Tax Abatement on 284 acres in Hitchcock, Texas at 8430 FM 2004 in accordance with Chapter 312 of the Texas Tax Code.

(I) Approving a Resolution of the City Council of the City of Hitchcock, Texas, revising the designated authorized signatories for the CDBG-MIT Harvey HUD program for GLO state contract number 22-085-064-D321.

(J) Approving HDR Engineering, Inc. Task Order #3 proposal for Professional Engineering Services for the Gulf Breeze 10-inch Force Main Bypass Project.

(K) Approval of a Professional Services Agreement with Right-of-Way Solutions, Inc., to provide Right-of-Way acquisition services in connection with the Gulf Breeze Project.

(L) Recognizing Henry DeBord for his 5-year anniversary with the City of Hitchcock.

(M) Recognizing Jeffery Evans for his 5-year anniversary with the City of Hitchcock.

(N) Recognizing Lisa Clements for her 5-year anniversary with the City of Hitchcock.

(O) Accepting the resignation of Marie Gelles as City Manager effective September 25, 2026.

Items for Individual Consideration:

5. Discussion and appropriate action adopting a Resolution of the City Council of the City of Hitchcock, Texas, approving a Plan of Finance in connection with the proposed issuance, sale, and delivery of the City of Hitchcock, Texas Special Assessment Revenue Bonds, Series 2026 (Gulf Breeze Public Improvement District Improvement Area #1 A Project) and the City's Certificates of Obligation, Series 2026, including the preparation of financing and offering documents; and making other provisions regarding matters incident thereto. (Marie Gelles, City Manager, and Andre Ayala, Municipal Advisor, Hilltop Securities, Inc.)

6. Discussion and appropriate action adopting a Resolution of the City Council of the City of Hitchcock authorizing publication of notice of intention to issue Certificates of Obligation for the design, acquisition, construction, and improvements of certain public works, authorizing distribution of an official statement or private placement memorandum (if needed) relating to such series of certificates and authorizing certain other matters relating thereto. (Marie Gelles, City Manager and Rick Witte, Partner, Jackson Walker, LLP)

7. Discussion and appropriate action approving a Second Amended and Restated Gulf Breeze Alternative Financing Agreement. (Marie Gelles, City Manager and Rick Witte, Partner, Jackson Walker, LLP)

8. Discussion and appropriate action extending the contract with LensLock for body-worn cameras for a five-year extension. (Wilmon Smith, Chief of Police)

9. Discussion and appropriate action adopting the Hitchcock Economic Development Corporation (HEDC) FY 2027 Budget. (Lance LaCour, Executive Director, HEDC)

10. Discussion and appropriate action adopting an Ordinance of the City Council of the City of Hitchcock, Texas, adopting the FY2026-2027 Annual Budget of the City of Hitchcock for the fiscal year beginning October 1, 2026, and ending September 30, 2027; authorizing expenditures as therein provided; providing a savings and severability clause; and establishing an effective date. (Monio Mark, Assistant City Manager/Finance Director)

11. Discussion and appropriate action adopting an Ordinance of the City Council of the City of Hitchcock, Texas, setting the Ad Valorem Tax Rate of the City of Hitchcock, Texas for Tax Year 2026 at a rate of $0.56000 per one hundred dollars ($100) valuation on all taxable property within the corporate limits of the City of Hspecifying separate components of such rate for operations and maintenance and for debt service; providing for due and delinquent dates together with penalties and interest; providing for collection; repealing all other Ordinances in conflict and providing for an effective date. (Monio Mark, Assistant City Manager/Finance Director)

Taxpayer Impact Statement Required per H. B. 1522 effective September 1, 2025

Rate Scenario	Tax Rate (per $100 of value)	Estimated Property Tax Bill
Current Budget (FY2026)	0.540000	$1,153.53
No-New-Revenue Tax Rate	0.506442	$1,081.84
Voter-Approval Tax Rate	0.958546	$2,047.61
Proposed Tax Rate	0.560000	$1,196.25

CITY OF HITCHCOCK ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.70 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $65.61

12. Discussion and appropriate action adopting an Ordinance of the City Council of the City of Hitchcock, Texas, ratifying the property tax increase reflected in the Fiscal Year 2026-2027 Budget that will require raising more revenue from property taxes than in the Fiscal Year 2025-2026 Budget by $366,177 or 11.27%, and of that amount, $111,395 is revenue to be raised from new property added to the roll this year. (Monio Mark, Assistant City Manager/Finance Director)

13. Discussion and appropriate action on adopting an Ordinance of the City Council of the City of Hitchcock, Texas, adopting the FY 2026-2027 Comprehensive Fee Schedule, establishing, and revising fees and charges for services provided by the City; and containing a severability clause and an effective date. (Monio Mark, Assistant City Manager/Finance Director)

EXECUTIVE SESSION:

14. Executive Session: Adjourn to Executive Session Pursuant to Texas Government Code.

    a. Deliberation pursuant to Tex. Gov't Code **§551.074** regarding the process of replacing the City Manager.

15. Reconvene into Open Session.

16. Consider possible action or give direction on items legally discussed in Executive Session

17. Adjourn.

In order to best facilitate actions by the City Council, items may be taken out of order as posted.

***If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the City Council of the City of Hitchcock reserves the right to conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, including but not limited to the following provisions: (1) Section 551.071 - consultation with attorney, (2) Section 551.072 deliberation regarding real property, (3) Section 551.074 deliberation regarding personnel matters, and/or complaints against city personnel, and (4) Section 551.087 - deliberations regarding economic development negotiations. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in an open meeting.**

I, DEBBIE C. NESBITT, CITY SECRETARY OF THE CITY OF HITCHCOCK DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED AT CITY HALL IN THE CITY OF HITCHCOCK, TEXAS ON THE 15TH DAY OF SEPTEMBER 2026, ON OR BEFORE 5:30 P.M. AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST THREE BUSINESS DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



Debbie C. Nesbitt, City Secretary

PROCLAMATIONS AND PRESENTATIONS

PROCLAMATION

Hitchcock, TX

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, on this day and during this week, we celebrate our great founding charter as an enduring beacon of freedom; and

WHEREAS, in the more than two centuries since its ratification, it has served as an unparalleled engine for human progress; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Chris Armacost, by virtue of the authority vested in me as Mayor of the City of Hitchcock, do hereby proclaim the week of September 17 through 23, 2026 as

CONSTITUTION WEEK

in the City of Hitchcock and ask our citizens to reaffirm the ideals the Framers of the Constitution held in 1787 and ask all freedom-loving Americans to defend our Constitution against those who threaten our sacred constitutional freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Hitchcock on the 21st day of September 2026.

Christopher Armacost, Mayor

Attest:

Debbie C. Nesbitt

Debbie C. Nesbitt, City Secretary

CITY COMMISSION AGENDA REPORT

DATE: September 14, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: Presentation of an Eagle Scout Project by Jason Gerringer.

RECOMMENDATION: Approve the placement of a collection box at City Hall by Jason Gerringer, as part of his Eagle Scout Project, for the collection and proper retirement of damaged and retired American flags.

BACKGROUND:

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted by:

Marie Gelles

_____

Approved by:

_____

ATTACHMENTS/ADDITIONAL INFORMATION:

Item # 3

Public Hearing

Pulled

CONSENT AGENDA ITEMS

PROPOSED

MINUTES

CITY OF HITCHCOCK TEXAS COMMUNITY MEETS COMMERCE

CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 17, 2026
6:00 P.M.
COUNCIL CHAMBER, CITY HALL
8102 Hwy 6, HITCHCOCK, TEXAS 77563

MINUTES

The Regular meeting of the Hitchcock City Council was called to order by Mayor Chris Armacost at 6:00 pm.

Members Present:
Mayor Chris Armacost
Councilmember Shawn Kadlecek
Councilmember Brian Smith
Councilmember Terry Knight
Councilmember Mary Combs Demby
Marie Gelles, City Manager
Monio Mark, Asst. City Manager / Finance Director
Debbie C. Nesbitt, City Secretary
Kyle L. Dickson, City Attorney
Wilmon Smith, Chief of Police
Lance LaCour, EDC Director

Members Absent:
None

Adrianna Ricard with Foursquare Church led the Invocation.

1. Citizen Comments:

PLEASE NOTE: Public comments and matters from the floor are limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request to Address Council form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to silence all cell phones and electronic devices.

Speakers must address their comments to the presiding officer rather than to individual council members or staff. Speakers will be allowed a maximum of 3 minutes to speak. Speakers making personal, impertinent, profane, or slanderous remarks will be given a warning before losing the privilege of speaking or may be removed from the room. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations/distractions will not be permitted. No placards, banners, or signs will be permitted in the Chambers or any room where the Council is meeting. In accordance with the Texas State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda.

None

2. Public Hearings:

a. **Conduct a public hearing and receive public comments regarding a Zone Change Request submitted by Gerardo Ramos to rezone his property from (AR) Agricultural Residential to (GI) General Industrial for a vacant property located at 8333 FM 2004, Hitchcock, Galveston County, Texas 77563.**
Legal Description: Property ID# 388790 ABST 43 D BUCKLEY SUR TRACT 2-3 4.7340 ACRES.

Public hearing opened at 6:01 pm. No comments were received. Public hearing closed at 6:02 pm.

b. **Conduct a public hearing and receive public comments regarding a Zone Change Request submitted by Allen Hayes to rezone his property from (AR) Agricultural Residential to (GC) General Commercial for a vacant property abutting 10408 Hwy 6, Hitchcock, Galveston County, Texas 77563.**
Legal Description: Property ID# 205178 ABST 161 JR PACE SUR PT OF LOT 30 (30-2) ORCHARD PLACE FIRST ADDN TO HITCHCOCK & ADJ E TRACT OF LAND.

Public hearing opened at 6:02 pm. No comments were received. Public hearing closed at 6:02 pm.

c. **Conduct a public hearing and receive public comments regarding a Zone Change Request submitted by Jack Fasetta to rezone his property from (SFR) Single Family Residential to (AR) Agricultural Residential for a vacant property located at 7317 2nd Street, Hitchcock, Galveston County, Texas 77563.**
Legal Description: Property ID# 156627 ABST 13 WH JACK SUR LOT 12 & PT OF LOT 14 LM HITCHCOCK EAST SUB.

Public hearing opened at 6:03 pm. Public hearing closed at 6:03 pm.

Lucy Dieringer, 7427 2nd Street: Stated she was in favor of the zone change.

Public hearing closed at 6:03 pm.

d. **Conduct a public hearing and receive public comments regarding the designation of a Tax Abatement Reinvestment Zone on 284 acres in the City of Hitchcock at 8430 FM 2004 in accordance with Chapter 312 of the Texas Tax Code.**

Public Hearing opened at 6:03 pm. No comments were received. Public hearing closed at 6:03 pm.

3. Consent Agenda Items (A - H):

All consent items listed are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests it, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

(A) Approval of minutes from Regular City Council Meeting dated July 20, 2026.

(B) Approval of minutes from Special City Council Meeting dated July 27, 2026.

(C) Approval of minutes from Special City Council Meeting dated August 3, 2026.

(D) Approval of City of Hitchcock Monthly Investment Report for the period ending July 31, 2026.

(E) Approval of Hitchcock Economic Development Corporation Monthly Investment Report for the period ending July 31, 2026.

(F) Approval of City of Hitchcock Financial Report for the period ending July 31, 2026.

(G) Approval of City of Hitchcock Accounts Payable Report for the period ending July 31, 2026.

(H) Approval of extending the Agreement with True North Emergency Management, LLC for Debris Monitoring.

Councilmember Mary Combs Demby made a motion to approve items on the consent agenda. Councilmember Terry Knight seconded the motion. Motion passed unanimously. 5 - 0

Items for Individual Consideration:

4. **Discussion and possible action approving the Zone Change Request submitted by Gerardo Ramos to rezone his property from (AR) Agricultural Residential to (GI) General Industrial for a vacant property located at 8333 FM 2004, Hitchcock, Galveston County, Texas 77563.**
Legal Description: Property ID# 388790 ABST 43 D BUCKLEY SUR TRACT 2-3 4.7340 ACRES. (Arnold J. Cross, Jr., Community Development Director)

Councilmember Brian Smith made a motion to approve the zone change requested by Gerardo Ramos to rezone his property. Councilmember Terry Knight seconded the motion. Motion passed unanimously. 5 - 0.

5. **Discussion and possible action approving the Zone Change Request submitted by Allen Hayes to rezone his property from (AR) Agricultural Residential to (GC) General Commercial for a vacant property abutting 10408 Hwy 6, Hitchcock, Galveston County, Texas 77563.**
Legal Description: Property ID# 205178 ABST 161 JR PACE SUR PT OF LOT 30 (30-2) ORCHARD PLACE FIRST ADDN TO HITCHCOCK & ADJ E TRACT OF LAND. (Arnold J. Cross, Jr., Community Development Director)

Councilmember Shawn Kadlecek made a motion to approve the zone change requested by Allen Hayes to rezone his property. Councilmember Brian Smith seconded the motion. Motion passed unanimously. 5 - 0.

6. **Discussion and possible action approving the Zone Change Request submitted by Jack Fasetta to rezone his property from (SFR) Single Family Residential to (AR) Agricultural Residential for a vacant property located at 7317 2nd Street, Hitchcock, Galveston County, Texas 77563.**
Legal Description: Property ID# 156627 ABST 13 WH JACK SUR LOT 12 & PT OF LOT 14 LM HITCHCOCK EAST SUB. (Arnold J. Cross, Jr., Community Development Director)

Councilmember Brian Smith made a motion to approve the zone change request by Jack Fasetta to rezone his property. Councilmember Terry Knight seconded the motion. Motion passed unanimously. 5 - 0.

7. **Briefing and discussion on the Hitchcock Volunteer Fire Department's financial and operational activity report. (John Dieringer, President, HVFD)**

John Dieringer, President of the Hitchcock Volunteer Fire Department, presented the financials and activity report to the Council.

8. **Discussion and possible action approving an Ordinance of the City Council of the City of Hitchcock, Texas, approving the Designation of a Tax Abatement Reinvestment Zone under Chapter 312 of the Texas Tax Code. (Lance LaCour, Hitchcock EDC Director)**

Councilmember Brian Smith made a motion to approve the Ordinance approving the

Designation of a Tax Abatement Reinvestment Zone. Councilmember Shaen Kadlecek seconded the motion. Motion passed unanimously. 5 - 0.

Discussion and possible action approving an Engineering Contract for Economic Development Administration (EDA) Disaster Recovery-2025 Grant administered through the EDA and U.S. Department of Commerce. (Lance LaCour, Hitchcock EDC Director)

Councilmember Mary Combs Demby made a motion to approve the Engineering Contract for the Economic Development Administration Disaster. Councilmember Shawn Kadlecek seconded the motion. Motion passed unanimously. 5 - 0.

9. **Presentation on Hitchcock Economic Development Corporation (HEDC) FY 2027 Proposed Budget. (Lance LaCour, Hitchcock EDC Director)**

Lance LaCour, Economic Development Director, presented his FY 2027 proposed budget to the Council.

10. **Budget Workshop - General & Utility Fund. (Monio Mark, Assistant City Manager / Finance Director)**

Monio Mark, Assistant City Manager / Finance Director, presented the proposed FY 2027 General Fund and Utility Fund budget to the Council.

EXECUTIVE SESSION:

None

11. **Adjourn.**

Mayor Armacost adjourned the meeting at 6.59 pm.

_____

Christopher E. Armacost, Mayor

Attest:

_____

Debbie C. Nesbitt, City Secretary

CITY COUNCIL SPECIAL MEETING
TUESDAY, SEPTEMBER 8, 2026
6:00 P.M.
COUNCIL CHAMBER, CITY HALL
8102 Hwy 6, HITCHCOCK, TEXAS 77563

MINUTES

The Special meeting of the Hitchcock City Council was called to order by Mayor Chris Armacost at 6:00 pm.

Members Present:

Mayor Chris Armacost
Councilmember Mary Combs Demby
Councilmember Brian Smith
Marie Gelles, City Manager
Wilmon Smith, Chief of Police
Debbie C. Nesbitt, City Secretary
Arnold Cross, Community Dev. Director
Lance LaCour, EDC Director
Jeff Evens, Asst. Police Chief
Leroy Thomas, Public Works Director

Members Absent:

Councilmember Shawn Kadlecek and Councilmember Terry Knight

1. Citizen Comments:

Margaret March, 6523 Pinecrest Dr., Expressed her concerns regarding the condition, care, and ongoing maintenance of Mainland Cemetery. She stated that the cemetery is currently in poor condition and requested information regarding the appropriate person or entity to contact to address these concerns.

2. Public Hearings:

a. Conduct a public hearing and receive public comments regarding a Specific Use Permit requested by Zara Cuzmin and Broadus Services to allow the construction and operation of a telecom tower to improve wireless coverage, network reliability, and emergency communications within the city. Address: 5420 FM 2004, Hitchcock, Texas 77563
Legal Description: Property ID# 181797 LOT 1 (8-0) BLK 1 CUZMIN STORAGE ON FM 2004 (2025) ABST 71 FKA PT OF TRACT H & I WITTJEN UNRECORDED SUB.

Public hearing opened at 6:02 pm. No comments were received. Public hearing closed at 6:02 pm.

b. Public Hearing on the Proposed Tax Rate.

Public hearing opened at 6:02 pm. No comments were received. Public hearing closed at 6:03 pm.

c. **Public Hearing on the Proposed Fiscal Year 2026-2027 Budget.**

Public hearing opened at 6:03 pm. No comments were received. Public hearing closed at 6:03 pm.

3. Consent Agenda Items (A-B):

All consent items listed are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests. it, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

(A) Approving the clarification and ratification of the City's previous award of the GLO CDBG-MIT Contract #22-085-064-D321 Sewer Facility Improvements Project to RGV Industrial Machine Shop and Pumps, LLC; confirming the City's intent to limit the construction contract to available project funding; and approving a deductive change order reducing the contract amount by $192,299.00.

(B) Approving an Ordinance of the City Council of the City of Hitchcock, Texas, amending the Code of Ordinances, Title VII entitled "Traffic Code," Chapter 73 Entitled "Parking Schedules," Schedule I Entitled "No Parking Zones," by designating Tacquard Drive as a No Parking Zone from Highway 6 to the dead end of the road, and providing for publication and an effective date.

Councilmember Mary Combs-Demby made the motion to approve items in the consent agenda. Councilmember Brian Smith seconded the motion. Motion passed.

Items for Individual Consideration:

4. **Discussion and possible action approving a Specific Use Permit requested by Zara Cuzmin and Broadus Services to allow the construction and operation of a telecom tower to improve wireless coverage, network reliability, and emergency communications within the city. Address: 5420 FM 2004, Hitchcock, Texas 77563 Legal Description: Property ID# 181797 LOT 1 (8-0) BLK 1 CUZMIN STORAGE ON FM 2004 (2025) ABST 71 FKA PT OF TRACT H & I WITTJEN UNRECORDED SUB. (Arnold J. Cross, Jr., Community Development Director)**

Councilmember Mary Combs-Demby made the motion to approve the Specific Use Permit requested by Zara Cuzmin and Broadus Services to allow for the construction of a telecom tower. Councilmember Brian Smith seconded the motion. Motion passed.

5. **Discussion and possible action casting the City's ballot for the Texas Municipal League Region 14 Directors' election for places 1,2,3, and 4. (Marie Gelles, City Manager)**

Mayor Chris Armacost made the motion to vote for all incumbents for places 1, 2, and 4, and vote for Corby Alexander for place 3. Councilmember Mary Combs-Demy seconded the motion. Motion passed.

Place 1 - J.W. "Buzz" Fullen
Place 2 - Emily Crawford
Place 3 - Corby Alexander
Place 4 - Austin Bleess

6. **Discussion and appropriate action approving a Resolution of the City Council of the City of Hitchcock, Texas determining a public necessity and authorizing the use of the power of eminent domain, if necessary, to acquire certain permanent and temporary water and sanitary sewer easements along and adjacent to FM 2004 necessary for the construction, operation, and maintenance of City water and sanitary sewer facilities to serve the proposed Gulf Breeze Community and which also will provide access to City utilities for many other properties in the corridor; authorizing the Mayor, City Manager or their designees to initiate negotiations and condemnation proceedings if the easements can not be voluntarily acquired; and providing for an effective date. (Marie Gelles, City Manager)**

   Councilmember Mary Comby-Demby made the motion to approve the Resolution determining a public necessity and authorizing the use of the power of eminent domain, if necessary, to acquire certain permanent and temporary easements. Mayor Chris Armacost seconded the motion. Motion passed 2-1 with Councilmember Brian Smith voting Nay.

EXECUTIVE SESSION:

7. **Executive Session: Adjourn to Executive Session Pursuant to the Texas Government Code.**

   - **Consultation with the City Attorney pursuant to Texas Government Code §551.071(2) to seek the advice of legal counsel regarding the legal issues concerning the Gulf Breeze Public Improvement District.**

   - **Deliberation pursuant to Texas Government Code §551.072 regarding contract negotiations related to the Gulf Breeze Public Improvement District, where deliberation in an open meeting would have a detrimental effect on the City's position in negotiations with a third party.**

   Council entered Executive Session at 6:18 pm.

8. **Reconvene into Open Session.**

   Council reconvened into open session at 6:48 pm.

9. **Consider possible action or give direction on items legally discussed in Executive Session.**

   No action was taken from Executive Session.

10. **Adjourn.**

    Mayor Armacost adjourned the meeting at 6:48 pm.

_____

Christopher E. Armacost, Mayor

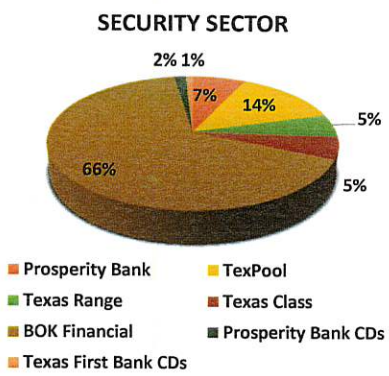
Attest:

_____

Debbie C. Nesbitt, City Secretary

FINANCIALS

CITY OF HITCHCOCK
Monthly Investment Report
August 31,2026



		July 31, 2026 Beg. Balance	August 31, 2026 Ending Balance
CASH AND INVESTMENT POOLS			
Prosperity Bank	**Market Value**	$ 3,828,042.02	$ 2,832,133.00
TexPool	**Market Value**	$ 5,943,620.53	$ 5,544,202.26
Texas Range	**Market Value**	$ 2,182,036.93	$ 2,188,827.82
Texas Class	**Market Value**	$ 2,188,715.08	$ 2,195,380.68
BOK Financial	**Market Value**	$ 26,919,681.03	$ 26,994,966.37
CERTIFICATES OF DEPOSIT			
Prosperity Bank CDs	**Market Value**	$ 640,077.58	$ 640,077.58
Texas First Bank CDs	**Market Value**	$ 349,224.49	$ 349,224.49
TOTAL PORTFOLIO	**Market Value**	$ 42,051,397.66	$ 40,744,812.20
	Weighted Average Maturity (in days)		8
	Weighted Average Yield		3.16%
	Earnings / Current Year to Date		$ 1,402,495.72
COMPARATIVE YIELDS	**Treasury Bill / 3 Month**		3.74%
	Treasury Bill / 6 Month		3.85%
	TexPool		3.68%
	Texas Range		3.66%
	Texas Class		3.58%

This report is presented in accordance with Texas Government Code Title 10 / Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was generated, the City of Hitchcock is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of the City of Hitchcock.

Marie Gelles
City Manager

Monio Mark II
Finance Director

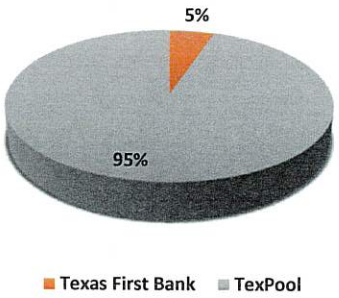
CITY OF HITCHCOCK
Monthly Investment Report Portfolio Holdings
August 31,2026

Description	Yield	Market Value	Maturity Date	Days To Maturity	
Cash					
Prosperity Bank	1.31%	$ 2,832,133.00	N/A	1	$ 101,545.19
Sub Total / Average Cash	**1.31%**	**$ 2,832,133.00**		**1**	**$ 101,545.19**
Local Government Investment Pool					
TexPool	3.68%	$ 5,544,202.26	N/A	1	$ 252,568.76
Sub Total / Average Cash	**3.68%**	**$ 5,544,202.26**		**1**	**$ 252,568.76**
Local Government Investment Pool					
Texas Class	3.58%	$ 2,184,184.62	N/A	1	$ 71,971.89
Texas Class	3.58%	$ 11,196.06	N/A	1	$ 14,526.86
Sub Total / Average Cash	**3.58%**	**$ 2,195,380.68**		**1**	**$ 86,498.75**
Local Government Investment Pool					
Texas Range	3.66%	$ 2,188,827.82	N/A	1	$ 73,928.88
Sub Total / Average Cash	**3.66%**	**$ 2,188,827.82**		**1**	**$ 73,928.88**
Texas Water Board Escrow					
BOK Financial	3.34%	$ 26,994,966.37	N/A	1	$ 858,256.88
Sub Total / Average Cash	**3.34%**	**$ 26,994,966.37**		**1**	**$ 858,256.88**
Cerificates of Deposit					
Prosperity Bank 11-06-80 PETROLEUM C(CD)	2.70%	$2,500.00	11/14/2026	75	$71.25
Prosperity Bank 03-01-81 BIG 3(CD)	2.70%	$5,000.00	11/14/2026	75	$142.50
Prosperity Bank 09-04-81 PHILLIPS PE(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 11-12-81 GRAHAM ENGI(CD)	2.70%	$5,000.00	11/14/2026	75	$142.50
Prosperity Bank 08-09-83 HOME PETROL(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 04-08-93 MOBILE OIL(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 09-28-93 HASSIE HUNT(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 11-03-93 TEPCO(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 02-10-95 K. BRADLEY(CD)	2.80%	$20,000.00	11/14/2026	75	$590.00
Prosperity Bank 01-27-96 TEXAS INDEP(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 06-27-96 BFI(CD)	2.80%	$10,000.00	11/14/2026	75	$295.00
Prosperity Bank 04/04/97 BURLINGTON(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 08/29/97 TEPCO(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 04/06/99 TEPCO(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 07/19/00 HASSIE HUNT(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 06/25/01 OCEAN ENERGY(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 09/30/03 HASSIE HUNT(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 11/07/11 SAMSON LONE STAR(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 9/24/2013 CENTURY(CD)	2.45%	$25,000.00	01/05/2027	127	$725.00
Prosperity Bank 07/24/2019 HILCORP(CD)	3.05%	$57,577.58	7/24/2027	327	$1,295.11
Prosperity Bank 12/15/10 BANDY & ASSOC(CD)	2.55%	$70,000.00	01/05/2027	127	$2,065.01
Prosperity Bank 12/29/10 LJA(CD)	2.55%	$50,000.00	01/05/2027	127	$1,475.02
Prosperity Bank 12/29/10 LJA(CD)	2.70%	$60,000.00	01/05/2027	127	$1,860.02
Prosperity Bank Ameriwaste	3.30%	$100,000.00	11/13/2026	74	$2,477.26
Texas First Bank 10/28/2003 (Texas First) CD	5.10%	$349,224.49	10/26/2026	56	$11,713.59
Sub Total / Average Cash	**3.57%**	**$ 989,302.07**		**103**	**$ 29,697.26**
Total / Average	**3.16%**	**$ 40,744,812.20**		**8**	**$ 1,402,495.72**

HITCHCOCK
Economic Development

Hitchcock Economic Development Corporation
Monthly Investment Report
Period Ending: August 31, 2026

SECURITY SECTOR



		July 31, 2026 Ending Balance	August 31, 2026 Ending Balance
CASH AND INVESTMENT POOLS			
Texas First Bank	**Market Value**	$ 48,972.86	$ 30,100.69
TexPool	**Market Value**	$ 585,625.12	$ 547,409.81
TOTAL PORTFOLIO			
	Market Value	$ 634,597.98	$ 577,510.50
	Weighted Average Maturity (in days)		1
	Weighted Average Yield		3.49%
	Earnings / Current Year to Date		$ 18,520.80
COMPARATIVE YIELDS			
	Treasury Bill / 3 Month		3.74%
	Treasury Bill / 6 Month		3.85%
	TexPool		3.68%

This report is presented in accordance with Texas Government Code Title 10 / Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was generated, the City of Hitchcock is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of the City of Hitchcock.

Marie Gelles
City Manager

Monio Mark II
Finance Director

Period Ending: August 31, 2026

Description	Yield	Market Value	Maturity Date	Days To Maturity	Earnings Year to Date
Cash					
Texas First Bank	0.00%	$ 30,100.69	N/A	1	$ -
Sub Total / Average Cash	**0.00%**	**$ 30,100.69**		**1**	**$ -**
Local Government Investment Pool					
TexPool	3.68%	$ 547,409.81	N/A	1	$ 18,520.80
Sub Total / Average Cash	**3.68%**	**$ 547,409.81**		**1**	**$ 18,520.80**
Total / Average	**3.49%**	**$ 577,510.50**		**1**	**$ 18,520.80**

City of Hitchcock, TX

Income Statement
Account Summary
For Fiscal: 2025-2026 Period Ending: 08/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - GENERAL FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
101-4-000-10100	PROPERTY TAXES-CURRENT	2,944,430.00	3,025,201.00	-8,782.17	3,193,212.74	-168,011.74
101-4-000-10200	PROPERTY TAXES-DELINQUENT	85,000.00	86,878.00	9,245.86	112,368.93	-25,490.93
101-4-000-10300	PROPERTY TAXES-PENALTY & INT.	25,000.00	25,000.00	1,782.46	34,913.61	-9,913.61
101-4-000-11100	SALES TAX	1,200,000.00	1,200,000.00	111,654.50	1,201,727.47	-1,727.47
101-4-000-15100	GROSS RECEIPT TAX	430,000.00	430,000.00	46,651.21	332,216.28	97,783.72
101-4-000-20100	MIXED BEVERAGE SALES TAX	5,925.00	5,925.00	3,866.88	19,203.19	-13,278.19
101-4-000-20110	BEER PERMITS	4,450.00	4,450.00	0.00	75.00	4,375.00
101-4-000-21100	BUILDING PERMITS	200,000.00	200,000.00	8,473.63	195,383.18	4,616.82
101-4-000-21110	ELECTRICAL PERMITS	40,000.00	40,000.00	2,200.00	21,805.00	18,195.00
101-4-000-21120	PLUMBING PERMITS	30,000.00	30,000.00	450.00	15,725.00	14,275.00
101-4-000-21130	FILL GRADE PERMIT	2,000.00	2,000.00	0.00	800.00	1,200.00
101-4-000-21150	HEATING & A/C PERMITS	35,000.00	35,000.00	1,150.00	13,150.00	21,850.00
101-4-000-22030	FLOODPLAIN PERMIT	15,000.00	15,000.00	1,000.00	14,075.01	924.99
101-4-000-29010	AMUSEMENT PERMITS	843,930.00	843,930.00	0.00	842,320.00	1,610.00
101-4-000-29020	REGISTRATION FEES	0.00	0.00	0.00	240.92	-240.92
101-4-000-29030	WRECKER PERMITS	4,400.00	4,400.00	3,300.00	7,700.00	-3,300.00
101-4-000-29040	DRILLING PERMITS	10,000.00	10,000.00	0.00	0.00	10,000.00
101-4-000-29050	CULVERT PERMITS	5,000.00	5,000.00	500.00	6,561.40	-1,561.40
101-4-000-29060	MOBILE HOME PERMITS	5,635.00	5,635.00	5,110.00	6,260.00	-625.00
101-4-000-29070	2ND HAND DEALER PERMIT	500.00	500.00	0.00	350.00	150.00
101-4-000-29080	RV PARK SPACES PERMIT	15,995.00	15,995.00	0.00	15,785.00	210.00
101-4-000-29090	ALARM PERMITS/FEES	1,000.00	1,000.00	0.00	300.00	700.00
101-4-000-29095	AUTO BUSINESS PERMIT FEE	3,500.00	3,500.00	0.00	3,000.00	500.00
101-4-000-29500	MISCELLANEOUS PERMITS	25,000.00	25,000.00	3,775.00	39,905.00	-14,905.00
101-4-000-30100	COURT FINES	248,000.00	248,000.00	10,530.85	173,703.13	74,296.87
101-4-000-30200	ARREST FEES	5,945.00	5,945.00	267.30	4,216.64	1,728.36
101-4-000-30300	WARRANT FEES	12,000.00	12,000.00	1,091.20	12,944.43	-944.43
101-4-000-30400	OMNIBASE	100.00	100.00	60.00	40.10	59.90
101-4-000-40100	GRANT FUNDS	127,783.00	127,783.00	0.00	80,976.60	46,806.40
101-4-000-40102	FEMA REIMBURSEMENT	0.00	0.00	0.00	73,940.02	-73,940.02
101-4-000-52000	CREDIT CARD TRANSACTION FEE	8,700.00	8,700.00	183.56	2,871.27	5,828.73
101-4-000-60100	INTEREST INCOME	250,000.00	250,000.00	19,508.76	250,127.18	-127.18
101-4-000-60200	INTEREST ON CD'S	14,000.00	14,000.00	831.78	17,983.67	-3,983.67
101-4-000-70180	TIRZ ANNUAL ADMIN FEE	25,000.00	25,000.00	0.00	25,000.00	0.00
101-4-000-80120	TOWER RENTAL	15,513.00	15,513.00	0.00	0.00	15,513.00
101-4-000-80130	DISCOUNT ON COURT	8,900.00	8,900.00	0.00	6,954.23	1,945.77
101-4-000-80170	ZONING FEES	3,500.00	3,500.00	500.00	6,800.00	-3,300.00
101-4-000-80200	POLICE REPORTS	1,200.00	1,200.00	94.00	2,106.00	-906.00
101-4-000-80210	PLAN REVIEW FEES	7,500.00	7,500.00	0.00	16,357.88	-8,857.88
101-4-000-80220	LOT MOWING ENFORCEMENT	6,000.00	6,000.00	600.00	2,283.00	3,717.00
101-4-000-80230	PLATTING/MAPPING FEES	25,000.00	25,000.00	0.00	12,728.00	12,272.00
101-4-000-80240	SPECIAL EVENTS REVENUE	5,000.00	5,000.00	0.00	2,000.00	3,000.00
101-4-000-80250	INFRASTRUCTURE	0.00	0.00	0.00	2,750.00	-2,750.00
101-4-000-80270	PARK RENTALS	5,000.00	5,000.00	0.00	100.00	4,900.00
101-4-000-80280	FACILITY RENTALS	0.00	0.00	1,500.00	15,000.00	-15,000.00
101-4-000-86000	GARBAGE CONTRACT REV	694,350.00	694,350.00	60,179.26	652,622.31	41,727.69
101-4-000-86010	DISCOUNT ON GARBAGE TAXES	0.00	0.00	25.15	270.31	-270.31
101-4-000-86100	AMBULANCE COLLECTIONS	130,000.00	130,000.00	13,254.46	151,730.98	-21,730.98
101-4-000-88000	DONATIONS	0.00	0.00	0.00	4,553.00	-4,553.00
101-4-000-88100	SALE OF ASSETS	0.00	0.00	0.00	18,425.00	-18,425.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101-4-000-89000	MISCELLANEOUS REVENUE	42,000.00	42,000.00	1,000.00	65,700.02	-23,700.02
101-4-000-90100	TRANSFERS IN/OUT TO OTHER FUND	0.00	38,132.00	0.00	38,132.00	0.00
101-4-000-90501	TRANSFERS IN: UTILITY FUND	153,856.00	153,856.00	0.00	153,856.00	0.00
	Department: 000 - NON DEPARTMENTAL Total:	**7,721,112.00**	**7,841,893.00**	**300,003.69**	**7,871,249.50**	**-29,356.50**
	Revenue Total:	**7,721,112.00**	**7,841,893.00**	**300,003.69**	**7,871,249.50**	**-29,356.50**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense						
Department: 000 - NON DEPARTMENTAL						
101-5-000-31910	OTHER PROFESSIONAL SERVICES	75,000.00	75,000.00	0.00	0.00	75,000.00
101-5-000-52110	PURCHASE OF REAL PROPERTY	50,000.00	50,000.00	0.00	50,000.00	0.00
	Department: 000 - NON DEPARTMENTAL Total:	**125,000.00**	**125,000.00**	**0.00**	**50,000.00**	**75,000.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 111 - CITY COUNCIL						
101-5-111-12202	WORKERS COMPENSATION	8.00	8.00	0.50	5.50	2.50
101-5-111-12302	PHONE ALLOWANCE	900.00	900.00	75.00	825.00	75.00
101-5-111-20110	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00
101-5-111-20140	GENERAL SUPPLIES	1,200.00	1,200.00	0.00	390.15	809.85
101-5-111-49020	PROFESSIONAL ASSOC DUES/FEES	1,000.00	1,000.00	0.00	900.00	100.00
101-5-111-49040	TRAINING/TRAVEL/PERDIEM	2,000.00	2,000.00	0.00	255.00	1,745.00
101-5-111-49100	BOARD TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00
101-5-111-49200	CITY COMMISSION CONTINGENCY	37,000.00	37,000.00	2,166.00	11,332.82	25,667.18
101-5-111-49410	INSURANCE & BONDS	500.00	500.00	0.00	400.00	100.00
101-5-111-49790	SPECIAL ACTIVITIES & PROJECTS	15,000.00	15,000.00	0.00	5,047.52	9,952.48
	Department: 111 - CITY COUNCIL Total:	**59,608.00**	**59,608.00**	**2,241.50**	**19,155.99**	**40,452.01**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 121 - MUNICIPAL COURT						
101-5-121-11001	REGULAR SALARIES	62,634.00	62,634.00	4,817.60	56,749.48	5,884.52
101-5-121-11002	OVERTIME EXPENSE	500.00	500.00	0.00	0.00	500.00
101-5-121-11006	CERTIFICATE PAY	300.00	300.00	25.00	375.00	-75.00
101-5-121-12001	SOCIAL SECURITY	4,853.00	4,853.00	361.69	4,260.69	592.31
101-5-121-12002	RETIREMENT	4,237.00	4,237.00	318.64	3,810.55	426.45
101-5-121-12101	HEALTH INSURANCE	9,710.00	9,710.00	809.10	8,842.31	867.69
101-5-121-12102	DENTAL INSURANCE	369.00	369.00	30.72	335.72	33.28
101-5-121-12103	LIFE INSURANCE	157.00	157.00	13.30	144.70	12.30
101-5-121-12104	VISION INSURANCE	117.00	117.00	9.78	106.89	10.11
101-5-121-12201	UNEMPLOYMENT	117.00	117.00	0.00	63.00	54.00
101-5-121-12202	WORKERS COMPENSATION	113.00	113.00	13.42	95.55	17.45
101-5-121-20110	OFFICE SUPPLIES	1,000.00	1,200.00	0.00	1,295.40	-95.40
101-5-121-20250	PROFESSIONAL BOOKS	100.00	100.00	0.00	0.00	100.00
101-5-121-31015	JUDGE SERVICES	18,000.00	18,000.00	1,000.00	12,000.00	6,000.00
101-5-121-31040	CITY PROSECUTOR	10,200.00	10,200.00	800.00	6,400.00	3,800.00
101-5-121-33110	BACKGROUND INQUIRY FEE	1,560.00	1,560.00	130.00	1,300.00	260.00
101-5-121-41910	OTHER TECHNOLOGY	4,310.00	4,310.00	0.00	4,310.00	0.00
101-5-121-49020	PROFESSIONAL ASSOC DUES/FEES	100.00	100.00	0.00	0.00	100.00
101-5-121-49030	EDUCATION/TESTING/LICENSE	1,500.00	1,300.00	0.00	650.00	650.00
101-5-121-49040	TRAINING/TRAVEL/PERDIEM	1,000.00	1,000.00	0.00	0.00	1,000.00
101-5-121-49311	POSTAGE/METER RENTAL	1,200.00	1,200.00	0.00	453.05	746.95
101-5-121-49312	COPIER LEASE	3,800.00	3,800.00	0.00	0.00	3,800.00
101-5-121-49950	MISCELLANEOUS EXPENSE	250.00	250.00	0.00	0.00	250.00
101-5-121-49970	BANK FEES	2,500.00	2,500.00	0.00	1,847.28	652.72
	Department: 121 - MUNICIPAL COURT Total:	**128,627.00**	**128,627.00**	**8,329.25**	**103,039.62**	**25,587.38**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 131 - ADMINISTRATION						
101-5-131-11001	REGULAR SALARIES	156,458.00	156,708.00	12,035.24	139,857.50	16,850.50
101-5-131-12001	SOCIAL SECURITY	12,589.00	12,589.00	972.33	11,237.60	1,351.40
101-5-131-12002	RETIREMENT	10,992.00	10,992.00	836.33	9,803.41	1,188.59
101-5-131-12101	HEALTH INSURANCE	9,710.00	9,710.00	809.10	8,668.93	1,041.07
101-5-131-12102	DENTAL INSURANCE	369.00	369.00	30.72	329.14	39.86
101-5-131-12103	LIFE INSURANCE	234.00	234.00	19.62	210.19	23.81
101-5-131-12104	VISION INSURANCE	117.00	117.00	9.78	104.79	12.21
101-5-131-12201	UNEMPLOYMENT	117.00	117.00	0.00	63.00	54.00
101-5-131-12202	WORKERS COMPENSATION	292.00	292.00	19.02	157.15	134.85
101-5-131-12301	CAR ALLOWANCE	7,200.00	7,200.00	600.00	6,600.00	600.00
101-5-131-12302	PHONE ALLOWANCE	900.00	900.00	75.00	782.14	117.86
101-5-131-20110	OFFICE SUPPLIES	1,400.00	1,400.00	0.00	108.35	1,291.65
101-5-131-20140	GENERAL SUPPLIES	150.00	150.00	0.00	123.82	26.18
101-5-131-20240	DUES & SUBSCRIPTIONS	2,500.00	2,500.00	0.00	1,159.14	1,340.86
101-5-131-2024X	PUBLICATIONS	250.00	250.00	0.00	0.00	250.00
101-5-131-20280	SMALL TOOLS, FURNITURE & EQUIPMENT	500.00	500.00	0.00	0.00	500.00
101-5-131-31910	OTHER PROFESSIONAL SERVICES	65,000.00	80,000.00	25,417.73	67,578.71	12,421.29
101-5-131-32000	UTILITIES EXPENSE	15,000.00	15,000.00	717.61	6,819.82	8,180.18
101-5-131-32030	UTILITIES - TELECOMMUNICATION	3,500.00	3,500.00	0.00	1,163.89	2,336.11
101-5-131-41030	COMPUTER SOFTWARE	96.00	96.00	0.00	0.00	96.00
101-5-131-42030	BUILDINGS REPAIR & MAINTENANCE	25,000.00	25,000.00	7,020.00	14,107.14	10,892.86
101-5-131-42040	GROUNDS MAINTENANCE	7,020.00	7,020.00	195.00	2,400.00	4,620.00
101-5-131-49030	EDUCATION/TESTING/LICENSE	600.00	600.00	0.00	0.00	600.00
101-5-131-49040	TRAINING/TRAVEL/PERDIEM	10,000.00	10,000.00	1,390.00	5,228.38	4,771.62
101-5-131-49050	AWARDS & RECOGNITIONS	250.00	250.00	0.00	248.00	2.00
101-5-131-49311	POSTAGE/METER RENTAL	250.00	0.00	0.00	0.00	0.00
101-5-131-49312	COPIER LEASE	2,636.00	2,636.00	0.00	0.00	2,636.00
101-5-131-49410	INSURANCE & BONDS	100.00	100.00	0.00	100.00	0.00
101-5-131-49790	SPECIAL ACTIVITIES & PROJECTS	10,000.00	10,000.00	0.00	2,682.25	7,317.75
101-5-131-49950	MISCELLANEOUS EXPENSE	5,000.00	5,000.00	0.00	189.00	4,811.00
101-5-131-5112Y	OFFICE FURNITURE	15,000.00	0.00	0.00	0.00	0.00
	Department: 131 - ADMINISTRATION Total:	**363,230.00**	**363,230.00**	**50,147.48**	**279,722.35**	**83,507.65**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 132 - CITY SECRETARY						
101-5-132-11001	REGULAR SALARIES	84,048.00	84,182.00	6,465.24	75,130.36	9,051.64
101-5-132-12001	SOCIAL SECURITY	6,430.00	6,430.00	477.48	5,564.15	865.85
101-5-132-12002	RETIREMENT	5,614.00	5,622.00	425.42	5,014.38	607.62
101-5-132-12101	HEALTH INSURANCE	9,710.00	9,710.00	809.10	8,668.93	1,041.07
101-5-132-12102	DENTAL INSURANCE	369.00	369.00	30.72	329.14	39.86
101-5-132-12103	LIFE INSURANCE	209.00	215.00	17.88	191.57	23.43
101-5-132-12104	VISION	117.00	117.00	9.78	104.79	12.21
101-5-132-12201	UNEMPLOYMENT	117.00	117.00	0.00	63.00	54.00
101-5-132-12202	WORKERS COMPENSATION	149.00	149.00	10.22	60.35	88.65
101-5-132-20110	OFFICE SUPPLIES	6,000.00	6,000.00	433.05	5,939.98	60.02
101-5-132-20130	JANITORIAL SUPPLIES	500.00	500.00	57.34	486.09	13.91
101-5-132-20140	GENERAL SUPPLIES	1,000.00	1,000.00	0.00	955.72	44.28
101-5-132-20171	ELECTIONS	25,000.00	17,000.00	8,779.03	8,779.03	8,220.97
101-5-132-20240	PUBLICATIONS, SUBSCRIPTIONS, & DUES	3,280.00	3,330.00	0.00	3,219.04	110.96
101-5-132-20250	PROFESSIONAL BOOKS	250.00	0.00	0.00	0.00	0.00
101-5-132-32030	UTILITIES - TELECOMMUNICATION	550.00	550.00	37.99	417.89	132.11
101-5-132-33210	JANITORIAL SERVICES	5,100.00	5,100.00	420.44	4,693.30	406.70
101-5-132-33510	CODIFICATION OF ORDINANCES	9,200.00	6,700.00	996.28	4,947.84	1,752.16
101-5-132-33520	RECORDS MANAGEMENT	13,222.00	12,620.00	365.38	5,371.24	7,248.76
101-5-132-42010	EQUIPMENT REPAIRS & MAINT	250.00	0.00	0.00	0.00	0.00
101-5-132-49020	PROFESSIONAL ASSOC DUES/FEES	225.00	225.00	0.00	156.95	68.05
101-5-132-49040	TRAINING/TRAVEL/PERDIEM	1,000.00	852.00	0.00	0.00	852.00
101-5-132-49311	POSTAGE/METER RENTAL	1,383.00	1,383.00	0.00	1,211.05	171.95
101-5-132-49312	COPIER LEASE	9,264.00	9,264.00	0.00	0.00	9,264.00
101-5-132-49410	INSURANCE & BONDS	100.00	100.00	0.00	100.00	0.00
101-5-132-49810	CLASSIFIED ADVERTISEMENTS	1,000.00	950.00	322.37	322.37	627.63
101-5-132-49950	MISCELLANEOUS EXPENSE	250.00	250.00	0.00	123.14	126.86
	Department: 132 - CITY SECRETARY Total:	**184,337.00**	**172,735.00**	**19,657.72**	**131,850.31**	**40,884.69**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 141 - FINANCE DEPARTMENT						
101-5-141-11001	REGULAR SALARIES	266,877.00	292,372.00	23,459.29	255,349.93	37,022.07
101-5-141-11002	OVERTIME EXPENSE	500.00	500.00	0.00	0.00	500.00
101-5-141-12001	SOCIAL SECURITY	20,730.00	22,787.00	1,820.06	19,775.94	3,011.06
101-5-141-12002	RETIREMENT	18,101.00	19,898.00	1,571.04	17,296.84	2,601.16
101-5-141-12101	HEALTH INSURANCE	38,840.00	38,840.00	3,236.40	34,675.72	4,164.28
101-5-141-12102	DENTAL INSURANCE	1,476.00	1,476.00	122.88	1,316.56	159.44
101-5-141-12103	LIFE INSURANCE	667.00	667.00	56.92	609.77	57.23
101-5-141-12104	VISION INSURANCE	469.00	469.00	39.12	419.16	49.84
101-5-141-12201	UNEMPLOYMENT	468.00	468.00	0.00	304.62	163.38
101-5-141-12202	WORKERS COMPENSATION	482.00	735.00	32.33	146.73	588.27
101-5-141-12301	CAR ALLOWANCE	3,600.00	5,000.00	416.67	4,233.36	766.64
101-5-141-20110	OFFICE SUPPLIES	1,500.00	1,500.00	80.90	1,362.07	137.93
101-5-141-20140	GENERAL SUPPLIES	300.00	300.00	0.00	0.00	300.00
101-5-141-20240	PUBLICATIONS, SUBSCRIPTIONS, & DUES	335.00	335.00	0.00	312.89	22.11
101-5-141-31020	AUDIT FEES	33,500.00	33,500.00	0.00	21,577.54	11,922.46
101-5-141-32030	UTILITIES - TELECOMMUNICATION	0.00	547.00	37.20	148.81	398.19
101-5-141-33015	TAX COLLECTION	1,500.00	1,500.00	0.00	1,471.89	28.11
101-5-141-33020	CENTERAL APPRAISAL DISTRICT	43,882.00	43,935.00	10,983.53	43,934.12	0.88
101-5-141-41010	SOFTWARE MAINTENANCE	18,443.00	18,040.00	0.00	18,222.12	-182.12
101-5-141-49020	PROFESSIONAL ASSOC DUES/FEES	900.00	1,671.00	0.00	1,170.54	500.46
101-5-141-49040	TRAINING/TRAVEL/PERDIEM	5,000.00	6,729.00	1,148.00	6,411.98	317.02
101-5-141-49311	POSTAGE/METER RENTAL	2,200.00	2,200.00	100.00	2,033.08	166.92
101-5-141-49312	COPIER LEASE	8,500.00	8,500.00	0.00	0.00	8,500.00
101-5-141-49410	INSURANCE & BONDS	200.00	200.00	0.00	100.00	100.00
101-5-141-49810	CLASSIFIED ADVERTISEMENTS	600.00	1,003.00	0.00	1,002.77	0.23
	Department: 141 - FINANCE DEPARTMENT Total:	**469,070.00**	**503,172.00**	**43,104.34**	**431,876.44**	**71,295.56**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 151 - CODE ENFORCEMENT						
101-5-151-11001	REGULAR SALARIES	94,693.00	94,693.00	7,284.01	84,734.93	9,958.07
101-5-151-11002	OVERTIME EXPENSE	1,000.00	1,000.00	0.00	582.97	417.03
101-5-151-12001	SOCIAL SECURITY	7,550.00	7,550.00	510.69	6,021.64	1,528.36
101-5-151-12002	RETIREMENT	6,593.00	6,593.00	495.74	5,869.89	723.11
101-5-151-12101	HEALTH INSURANCE	14,565.00	14,565.00	1,231.34	13,194.39	1,370.61
101-5-151-12102	DENTAL INSURANCE	554.00	554.00	46.75	501.02	52.98
101-5-151-12103	LIFE INSURANCE	237.00	237.00	20.16	216.04	20.96
101-5-151-12104	VISION INSURANCE	176.00	176.00	14.89	159.60	16.40
101-5-151-12201	UNEMPLOYMENT	176.00	176.00	0.00	95.71	80.29
101-5-151-12202	WORKERS COMPENSATION	143.00	143.00	7.39	29.22	113.78
101-5-151-12301	CAR ALLOWANCE	3,000.00	3,000.00	250.00	2,750.00	250.00
101-5-151-20110	OFFICE SUPPLIES	200.00	200.00	0.00	55.05	144.95
101-5-151-20140	GENERAL SUPPLIES	500.00	0.00	0.00	0.00	0.00
101-5-151-20250	PROFESSIONAL BOOKS	250.00	0.00	0.00	0.00	0.00
101-5-151-20260	FUEL & OIL	3,250.00	4,887.00	387.09	4,515.11	371.89
101-5-151-20270	UNIFORMS	100.00	0.00	0.00	0.00	0.00
101-5-151-32030	UTILITIES - TELECOMMUNICATION	590.00	590.00	37.22	433.61	156.39
101-5-151-33120	EMPLOYEE EXAM/DRUG SCREENING	37.00	0.00	0.00	0.00	0.00
101-5-151-33930	CONTRACT MOWING	7,000.00	7,000.00	672.65	6,460.65	539.35
101-5-151-42020	VEHICLE REPAIRS & MAINTANANCE	500.00	600.00	79.25	213.68	386.32
101-5-151-49030	EDUCATION/TESTING/LICENSE	300.00	150.00	0.00	150.00	0.00
101-5-151-49040	TRAINING/TRAVEL/PERDIEM	200.00	0.00	0.00	0.00	0.00
101-5-151-49311	POSTAGE/METER RENTAL	3,000.00	3,000.00	150.00	2,813.05	186.95
101-5-151-49760	ABATEMENT OF PROPERTIES	43,000.00	42,500.00	609.50	33,575.40	8,924.60
	Department: 151 - CODE ENFORCEMENT Total:	**187,614.00**	**187,614.00**	**11,796.68**	**162,371.96**	**25,242.04**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 171 - INFORMATION TECHNOLOGY						
101-5-171-41020	WEBSITE	2,000.00	13,802.00	46.38	2,246.36	11,555.64
101-5-171-41030	COMPUTER SOFTWARE	22,335.00	22,335.00	1,961.17	20,840.35	1,494.65
101-5-171-41060	OUTSIDE SERVICES	45,224.00	45,224.00	3,474.98	42,479.48	2,744.52
101-5-171-41125	COMPUTER HARDWARE	41,509.00	41,309.00	0.00	39,674.52	1,634.48
Department: 171 - INFORMATION TECHNOLOGY Total:		**111,068.00**	**122,670.00**	**5,482.53**	**105,240.71**	**17,429.29**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 181 - GARAGE						
101-5-181-11001	REGULAR SALARIES	51,418.00	51,692.00	3,955.20	46,154.05	5,537.95
101-5-181-11002	OVERTIME EXPENSE	3,000.00	3,000.00	444.96	2,759.40	240.60
101-5-181-12001	SOCIAL SECURITY	4,163.00	4,184.00	336.61	3,741.87	442.13
101-5-181-12002	RETIREMENT	3,635.00	3,645.00	289.53	3,265.62	379.38
101-5-181-12101	HEALTH INSURANCE	9,710.00	9,710.00	809.10	8,668.93	1,041.07
101-5-181-12102	DENTAL INSURANCE	369.00	369.00	30.72	329.14	39.86
101-5-181-12103	LIFE INSURANCE	131.00	131.00	10.90	116.79	14.21
101-5-181-12104	VISION	117.00	117.00	9.78	104.79	12.21
101-5-181-12201	UNEMPLOYMENT	117.00	117.00	0.00	62.99	54.01
101-5-181-12202	WORKERS COMPENSATION	1,860.00	1,360.00	112.32	1,183.45	176.55
101-5-181-20110	OFFICE SUPPLIES	280.00	280.00	0.00	271.35	8.65
101-5-181-20140	GENERAL SUPPLIES	1,100.00	970.00	5.20	762.62	207.38
101-5-181-20260	FUEL & OIL	2,200.00	2,200.00	166.16	3,043.50	-843.50
101-5-181-20270	UNIFORMS	955.00	955.00	143.68	747.58	207.42
101-5-181-20280	TOOLS	4,750.00	4,750.00	28.46	4,295.59	454.41
101-5-181-2028X	SHOP EQUIPMENT	9,000.00	8,480.00	309.67	6,962.99	1,517.01
101-5-181-32030	UTILITIES - TELECOMMUNICATION	1,900.00	1,845.00	146.01	1,707.82	137.18
101-5-181-33120	EMPLOYEE EXAM/DRUG SCREEN	37.00	37.00	0.00	0.00	37.00
101-5-181-41030	COMPUTER SOFTWARE	2,000.00	2,000.00	0.00	2,000.00	0.00
101-5-181-42020	VEHICLE REPAIRS & MAINTANANCE	2,500.00	2,500.00	0.00	1,799.12	700.88
101-5-181-42030	BUILDING REPAIR & MAINTENANCE	80,000.00	80,250.00	0.00	80,249.80	0.20
101-5-181-49390	OTHER RENTALS	2,719.00	3,369.00	296.92	3,061.15	307.85
101-5-181-51120	EQUIPMENT PURCHASES	9,000.00	9,000.00	0.00	9,000.00	0.00
	Department: 181 - GARAGE Total:	**190,961.00**	**190,961.00**	**7,095.22**	**180,288.55**	**10,672.45**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 211 - POLICE						
101-5-211-11001	REGULAR SALARIES	1,213,599.00	1,213,599.00	93,738.46	1,106,404.74	107,194.26
101-5-211-11002	OVERTIME EXPENSE	35,000.00	42,565.00	2,367.27	36,872.83	5,692.17
101-5-211-11006	CERTIFICATE PAY	15,600.00	15,600.00	1,275.00	12,650.00	2,950.00
101-5-211-11011	INTERN	7,200.00	0.00	0.00	0.00	0.00
101-5-211-12001	SOCIAL SECURITY	97,262.00	97,262.00	7,265.92	86,349.67	10,912.33
101-5-211-12002	RETIREMENT	84,449.00	84,449.00	6,407.65	77,107.18	7,341.82
101-5-211-12101	HEALTH INSURANCE	184,490.00	184,490.00	15,372.90	163,091.47	21,398.53
101-5-211-12102	DENTAL INSURANCE	7,011.00	7,011.00	583.68	6,192.22	818.78
101-5-211-12103	LIFE INSURANCE	2,998.00	2,998.00	253.64	2,690.04	307.96
101-5-211-12104	VISION	2,230.00	2,230.00	185.82	1,971.45	258.55
101-5-211-12201	UNEMPLOYMENT	2,223.00	2,223.00	0.00	1,252.05	970.95
101-5-211-12202	WORKERS COMPENSATION	25,025.00	25,025.00	2,289.80	24,195.72	829.28
101-5-211-20110	OFFICE SUPPLIES	17,500.00	13,117.00	78.08	6,214.29	6,902.71
101-5-211-20140	GENERAL SUPPLIES	0.00	823.00	0.00	822.21	0.79
101-5-211-20180	LAW ENFORCEMENT SUPPLIES	0.00	1,700.00	386.91	1,720.58	-20.58
101-5-211-20260	FUEL & OIL	65,000.00	59,023.00	5,574.16	66,348.28	-7,325.28
101-5-211-20270	UNIFORMS	7,000.00	8,706.00	213.95	8,386.14	319.86
101-5-211-32000	UTILITIES EXPENSE	6,500.00	7,000.00	1,186.41	6,624.37	375.63
101-5-211-32030	UTILITIES - TELECOMMUNICATION	8,000.00	8,000.00	393.51	5,431.73	2,568.27
101-5-211-32031	MCT AIRCARDS	7,800.00	7,800.00	714.50	6,099.15	1,700.85
101-5-211-33110	BACKGROUND INQUIRY FEE	3,600.00	4,820.00	166.45	4,092.45	727.55
101-5-211-33120	EMPLOYEE EXAM/DRUG SCREENING	1,000.00	1,000.00	0.00	271.00	729.00
101-5-211-33210	JANITORIAL SERVICES	5,040.00	5,040.00	420.44	4,693.30	346.70
101-5-211-33880	DISPATCH SERVICES	233,331.00	233,331.00	20,040.42	190,724.39	42,606.61
101-5-211-41010	SOFTWARE MAINTENANCE	19,500.00	25,482.00	760.00	23,779.46	1,702.54
101-5-211-41050	INTERNET SERVICES	32,000.00	32,462.00	4,465.00	28,597.88	3,864.12
101-5-211-42012	GENERATOR MAINTENANCE CONTRACT	2,000.00	2,000.00	0.00	0.00	2,000.00
101-5-211-42020	VEHICLE REPAIRS & MAINTANANCE	25,000.00	25,000.00	1,155.79	23,202.22	1,797.78
101-5-211-42030	BUILDINGS REPAIR & MAINTENANCE	5,000.00	5,000.00	0.00	3,440.60	1,559.40
101-5-211-42060	RADAR MAINTENANCE & REPAIR	750.00	270.00	0.00	270.00	0.00
101-5-211-49020	PROFESSIONAL ASSOC DUES/FEES	950.00	950.00	75.00	727.14	222.86
101-5-211-49030	EDUCATION/TESTING/LICENSE	15,000.00	15,000.00	-650.00	9,189.40	5,810.60
101-5-211-49040	TRAINING/TRAVEL/PERDIEM	2,000.00	2,000.00	1,081.39	1,655.17	344.83
101-5-211-49312	COPIER LEASE	10,000.00	8,027.00	0.00	0.00	8,027.00
101-5-211-49391	VEHICLE LEASE	112,183.00	123,183.00	6,934.90	108,901.26	14,281.74
101-5-211-49410	INSURANCE & BONDS	6,977.00	6,977.00	0.00	6,977.00	0.00
101-5-211-49620	OSSI CONNECTION FEE	19,800.00	5,600.00	400.00	4,400.00	1,200.00
101-5-211-49630	RADIO USER FEE	5,520.00	5,160.00	0.00	5,160.00	0.00
101-5-211-49790	SPECIAL ACTIVITIES & PROJECTS	1,500.00	2,547.00	0.00	2,546.20	0.80
101-5-211-51120	EQUIPMENT PURCHASES	112,520.00	142,488.00	3,183.26	137,767.85	4,720.15
101-5-211-51125	COMPUTER HARDWARE	46,550.00	37,550.00	0.00	5,000.00	32,550.00
101-5-211-60150	VEHICLE/EQUIPMENT PAYMENTS	20,000.00	1,600.00	0.00	1,600.00	0.00
	Department: 211 - POLICE Total:	**2,469,108.00**	**2,469,108.00**	**176,320.31**	**2,183,419.44**	**285,688.56**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 221 - FIRE						
101-5-221-33040	FIRE DEPARTMENT ASSISTANCE	93,900.00	93,900.00	7,825.00	86,075.00	7,825.00
101-5-221-49630	RADIO USER FEE	5,520.00	5,520.00	0.00	5,640.00	-120.00
	Department: 221 - FIRE Total:	**99,420.00**	**99,420.00**	**7,825.00**	**91,715.00**	**7,705.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 231 - EMS						
101-5-231-33045	EMS SERVICES	165,988.00	165,988.00	13,832.33	152,155.66	13,832.34
	Department: 231 - EMS Total:	**165,988.00**	**165,988.00**	**13,832.33**	**152,155.66**	**13,832.34**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 241 - EMERGENCY MANAGEMENT						
101-5-241-20200	EMERGENCY SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00
Department: 241 - EMERGENCY MANAGEMENT Total:		**4,000.00**	**4,000.00**	**0.00**	**0.00**	**4,000.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 251 - INSPECTION						
101-5-251-11001	REGULAR SALARIES	349,473.00	349,473.00	23,576.96	257,117.96	92,355.04
101-5-251-11002	OVERTIME EXPENSE	5,000.00	5,000.00	215.58	215.58	4,784.42
101-5-251-11006	CERTIFICATE PAY	1,200.00	1,200.00	100.00	1,000.00	200.00
101-5-251-12001	SOCIAL SECURITY	27,209.00	27,209.00	1,842.50	19,808.08	7,400.92
101-5-251-12002	RETIREMENT	17,079.00	17,079.00	1,520.79	15,346.77	1,732.23
101-5-251-12101	HEALTH INSURANCE	38,840.00	38,840.00	4,045.50	35,311.44	3,528.56
101-5-251-12102	DENTAL INSURANCE	1,476.00	1,476.00	153.60	1,340.70	135.30
101-5-251-12103	LIFE INSURANCE	638.00	638.00	66.48	587.57	50.43
101-5-251-12104	VISION	469.00	469.00	48.90	426.84	42.16
101-5-251-12201	UNEMPLOYMENT	702.00	702.00	68.52	383.50	318.50
101-5-251-12202	WORKERS COMPENSATION	921.00	921.00	93.53	767.87	153.13
101-5-251-20110	OFFICE SUPPLIES	700.00	700.00	5.41	73.34	626.66
101-5-251-20210	FIRE PREVENTION	2,000.00	2,000.00	0.00	0.00	2,000.00
101-5-251-20250	PROFESSIONAL BOOKS	300.00	1,800.00	0.00	1,612.16	187.84
101-5-251-20260	FUEL & OIL	6,000.00	5,000.00	128.17	3,057.53	1,942.47
101-5-251-20270	UNIFORMS	500.00	500.00	0.00	168.23	331.77
101-5-251-32030	UTILITIES - TELECOMMUNICATION	2,819.00	2,819.00	197.63	2,497.00	322.00
101-5-251-33120	EMPLOYEE EXAM/DRUG SCREENING	0.00	0.00	37.00	37.00	-37.00
101-5-251-33130	VEHICLE REIMBURSEMENT	3,600.00	3,600.00	300.00	2,700.00	900.00
101-5-251-33850	INSPECTION SERVICES	6,000.00	2,275.00	0.00	0.00	2,275.00
101-5-251-41030	COMPUTER SOFTWARE	2,625.00	3,625.00	0.00	3,464.58	160.42
101-5-251-42020	VEHICLE REPAIRS & MAINTANANCE	1,250.00	3,475.00	0.00	3,468.32	6.68
101-5-251-49020	PROFESSIONAL ASSOC DUES/FEES	750.00	750.00	0.00	343.56	406.44
101-5-251-49030	EDUCATION/TESTING/LICENSE	1,250.00	1,250.00	0.00	150.00	1,100.00
101-5-251-49040	TRAINING/TRAVEL/PERDIEM	1,000.00	1,000.00	0.00	805.00	195.00
101-5-251-49311	POSTAGE/METER RENTAL	250.00	250.00	0.00	0.00	250.00
	Department: 251 - INSPECTION Total:	**472,051.00**	**472,051.00**	**32,400.57**	**350,683.03**	**121,367.97**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 311 - STREET						
101-5-311-11001	REGULAR SALARIES	403,208.00	374,310.00	24,743.68	325,365.52	48,944.48
101-5-311-11002	OVERTIME EXPENSE	4,000.00	4,000.00	901.08	3,637.23	362.77
101-5-311-11011	SEASONAL	0.00	25,791.00	4,977.00	10,800.00	14,991.00
101-5-311-12001	SOCIAL SECURITY	31,151.00	31,151.00	2,332.27	25,820.41	5,330.59
101-5-311-12002	RETIREMENT	27,201.00	27,201.00	1,687.41	22,000.01	5,200.99
101-5-311-12101	HEALTH INSURANCE	87,390.00	82,637.00	4,854.60	62,098.72	20,538.28
101-5-311-12102	DENTAL INSURANCE	3,320.00	3,320.00	184.32	2,357.75	962.25
101-5-311-12103	LIFE INSURANCE	1,002.00	1,002.00	66.55	835.28	166.72
101-5-311-12104	VISION	1,056.00	1,056.00	68.46	855.44	200.56
101-5-311-12201	UNEMPLOYMENT	1,053.00	1,053.00	94.57	797.70	255.30
101-5-311-12202	WORKERS COMPENSATION	11,474.00	17,694.00	939.60	9,864.22	7,829.78
101-5-311-20110	OFFICE SUPPLIES	285.00	285.00	0.00	175.44	109.56
101-5-311-20140	GENERAL SUPPLIES	3,000.00	3,320.00	283.90	3,065.04	254.96
101-5-311-20260	FUEL & OIL	33,000.00	38,328.00	5,079.54	38,019.35	308.65
101-5-311-20270	UNIFORMS	6,600.00	8,130.00	1,356.56	7,307.46	822.54
101-5-311-20280	SMALL TOOLS, FURNITURE & EQUIPMENT	4,750.00	4,750.00	247.29	3,996.37	753.63
101-5-311-31030	ENGINEERING	23,750.00	23,750.00	0.00	262.50	23,487.50
101-5-311-32000	UTILITIES EXPENSE	6,080.00	6,890.00	435.04	5,831.26	1,058.74
101-5-311-32021	STREET LIGHTS	46,000.00	46,000.00	5,360.87	48,218.85	-2,218.85
101-5-311-32030	UTILITIES - TELECOMMUNICATION	5,100.00	5,470.00	344.68	3,460.91	2,009.09
101-5-311-33120	EMPLOYEE EXAM/DRUG SCREENING	100.00	151.00	37.00	148.00	3.00
101-5-311-33210	JANITORIAL SERVICES	2,520.00	3,191.00	210.22	2,779.94	411.06
101-5-311-33220	SECURITY	900.00	900.00	75.00	825.00	75.00
101-5-311-41030	COMPUTER SOFTWARE	2,250.00	2,250.00	0.00	2,250.00	0.00
101-5-311-42010	EQUIPMENT REPAIRS & MAINT	54,000.00	72,000.00	6,253.86	63,963.37	8,036.63
101-5-311-42030	BUILDING REPAIR & MAINTENANCE	15,000.00	11,500.00	281.01	11,323.01	176.99
101-5-311-42070	STREET REPAIR & MAINTENANCE	652,590.00	80,000.00	0.00	-155.00	80,155.00
101-5-311-42071	CULVERT SUPPLIES	10,000.00	6,000.00	275.42	2,564.72	3,435.28
101-5-311-42075	MATERIALS & SUPPLIES	110,000.00	127,000.00	27,830.36	119,194.41	7,805.59
101-5-311-42080	DRAINAGE	150,000.00	0.00	0.00	0.00	0.00
101-5-311-42090	SAFETY EQUIPMENT	3,500.00	2,500.00	0.00	1,078.62	1,421.38
101-5-311-49040	TRAINING/TRAVEL/PERDIEM	2,000.00	0.00	0.00	0.00	0.00
101-5-311-49390	OTHER RENTALS	9,600.00	10,030.00	0.00	5,051.62	4,978.38
101-5-311-49391	VEHICLE LEASE	25,534.00	25,534.00	4,816.09	19,644.71	5,889.29
101-5-311-49720	SIGNS	3,000.00	3,000.00	0.00	2,818.84	181.16
101-5-311-49730	LANDFILL FEES	9,960.00	2,060.00	0.00	1,510.32	549.68
101-5-311-49810	CLASSIFIED ADVERTISEMENTS	500.00	500.00	0.00	0.00	500.00
101-5-311-51120	EQUIPMENT PURCHASES	0.00	154,076.00	0.00	154,075.44	0.56
101-5-311-60100	DEBT SERVICE - PRINCIPAL	74,038.00	72,029.00	0.00	72,028.21	0.79
101-5-311-60200	DEBT SERVICE - INTEREST	4,189.00	6,199.00	0.00	6,198.52	0.48
101-5-311-91400	TRANSFER TO CAPITAL PROJECTS FUND	0.00	819,180.00	166,590.00	819,180.00	0.00
	Department: 311 - STREET Total:	**1,829,101.00**	**2,104,238.00**	**260,326.38**	**1,859,249.19**	**244,988.81**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 321 - SANITATION						
101-5-321-33025	GARBAGE CONTRACT	625,430.00	625,430.00	53,474.34	521,323.98	104,106.02
	Department: 321 - SANITATION Total:	**625,430.00**	**625,430.00**	**53,474.34**	**521,323.98**	**104,106.02**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 411 - HEALTH						
101-5-411-33030	RABIES CONTROL CONTRACT	16,500.00	16,051.00	1,337.50	14,712.50	1,338.50
101-5-411-33035	KENNELS CONTRACT	37,000.00	37,449.00	3,120.83	34,329.16	3,119.84
	Department: 411 - HEALTH Total:	**53,500.00**	**53,500.00**	**4,458.33**	**49,041.66**	**4,458.34**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 511 - LIBRARY						
101-5-511-33010	LIBRARY CONTRACT	97,200.00	97,200.00	8,100.00	89,100.00	8,100.00
	Department: 511 - LIBRARY Total:	**97,200.00**	**97,200.00**	**8,100.00**	**89,100.00**	**8,100.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 521 - PARKS						
101-5-521-20140	GENERAL SUPPLIES	5,000.00	5,000.00	0.00	2,826.68	2,173.32
101-5-521-20260	FUEL & OIL	500.00	0.00	0.00	0.00	0.00
101-5-521-31910	OTHER PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00
101-5-521-32000	UTILITIES EXPENSE	8,000.00	13,000.00	518.57	9,991.12	3,008.88
101-5-521-33210	JANITORIAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00
101-5-521-42030	BUILDING REPAIR & MAINTENANCE	5,000.00	5,000.00	0.00	425.57	4,574.43
101-5-521-42040	GROUNDS MAINTENANCE	5,000.00	500.00	0.00	475.89	24.11
101-5-521-49790	SPECIAL ACTIVITIES & PROJECTS	5,000.00	5,000.00	0.00	0.00	5,000.00
101-5-521-51120	EQUIPMENT PURCHASES	15,248.00	15,248.00	0.00	15,194.61	53.39
	Department: 521 - PARKS Total:	**73,748.00**	**73,748.00**	**518.57**	**28,913.87**	**44,834.13**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 611 - DEVELOPMENT SERVICES						
101-5-611-11001	REGULAR SALARIES	109,268.00	109,268.00	8,405.15	97,763.30	11,504.70
101-5-611-11002	OVERTIME	450.00	450.00	0.00	423.78	26.22
101-5-611-12001	SOCIAL SECURITY	8,669.00	8,669.00	661.59	7,702.65	966.35
101-5-611-12002	RETIREMENT	7,570.00	7,570.00	572.79	6,762.84	807.16
101-5-611-12101	HEALTH INSURANCE	14,565.00	14,565.00	386.86	4,143.47	10,421.53
101-5-611-12102	DENTAL INSURANCE	554.00	554.00	45.41	486.40	67.60
101-5-611-12103	LIFE INSURANCE	160.00	160.00	13.34	142.80	17.20
101-5-611-12104	VISION INSURANCE	176.00	176.00	4.67	49.97	126.03
101-5-611-12201	UNEMPLOYMENT	176.00	176.00	0.00	93.29	82.71
101-5-611-12202	WORKERS COMPENSATION	171.00	171.00	17.41	87.06	83.94
101-5-611-12301	CAR ALLOWANCE	3,600.00	3,600.00	300.00	3,300.00	300.00
101-5-611-20110	OFFICE SUPPLIES	250.00	250.00	0.00	66.39	183.61
101-5-611-20120	POSTAGE	2,500.00	2,500.00	670.00	2,167.27	332.73
101-5-611-20140	GENERAL SUPPLIES	500.00	440.00	254.53	308.01	131.99
101-5-611-20220	MAPS & PLATS	1,750.00	1,750.00	31.00	468.58	1,281.42
101-5-611-20250	PROFESSIONAL BOOKS	100.00	150.00	0.00	135.00	15.00
101-5-611-20270	UNIFORMS	100.00	100.00	0.00	0.00	100.00
101-5-611-31010	LEGAL FEES	15,000.00	12,825.00	0.00	2,461.25	10,363.75
101-5-611-31030	ENGINEERING	40,000.00	15,000.00	0.00	7,500.57	7,499.43
101-5-611-31910	OTHER PROFESSIONAL SERVICES	0.00	23,000.00	0.00	0.00	23,000.00
101-5-611-32030	UTILITIES - TELECOMMUNICATION	1,880.00	1,880.00	75.43	859.06	1,020.94
101-5-611-41030	COMPUTER SOFTWARE	14,750.00	17,400.00	0.00	17,338.15	61.85
101-5-611-49020	PROFESSIONAL ASSOC DUES/FEES	100.00	110.00	0.00	107.14	2.86
101-5-611-49030	EDUCATION/TESTING/LICENSE	150.00	150.00	0.00	0.00	150.00
101-5-611-49040	TRAINING/TRAVEL/PERDIEM	250.00	1,000.00	0.00	999.62	0.38
101-5-611-49312	COPIER LEASE	4,250.00	4,250.00	0.00	0.00	4,250.00
101-5-611-49810	CLASSIFIED ADVERTISEMENTS	2,250.00	3,025.00	236.98	3,021.48	3.52
	Department: 611 - DEVELOPMENT SERVICES Total:	**229,189.00**	**229,189.00**	**11,675.16**	**156,388.08**	**72,800.92**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 994 - INSURANCE EXPENSES						
101-5-994-49411	PROPERTY & LIABILITY INSURANCE	82,092.00	82,092.00	4,895.95	61,721.54	20,370.46
101-5-994-49413	FLOOD INSURANCE	8,014.00	8,014.00	0.00	7,358.00	656.00
	Department: 994 - INSURANCE EXPENSES Total:	**90,106.00**	**90,106.00**	**4,895.95**	**69,079.54**	**21,026.46**
	Expense Total:	**8,028,356.00**	**8,337,595.00**	**721,681.66**	**7,014,615.38**	**1,322,979.62**
	Fund: 101 - GENERAL FUND Surplus (Deficit):	**-307,244.00**	**-495,702.00**	**-421,677.97**	**856,634.12**	

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 501 - UTILITY FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
501-4-000-50100	WATER SALES	2,703,385.00	2,703,385.00	262,818.30	2,796,283.07	-92,898.07
501-4-000-50110	WATER RESERVATION FEE	121,277.00	121,277.00	0.00	0.00	121,277.00
501-4-000-50200	SEWER SALES	2,788,195.00	2,788,195.00	182,322.16	2,050,914.55	737,280.45
501-4-000-50210	WCID # 19 FREDDIEVILLE SEWER REVENUE	152,398.00	152,398.00	18,267.75	188,945.68	-36,547.68
501-4-000-50300	SEWER TREATMENT	300,000.00	300,000.00	0.00	0.00	300,000.00
501-4-000-50400	PENALTIES - UTILITIES	85,000.00	85,000.00	7,006.47	84,721.35	278.65
501-4-000-51100	TAPS/CONNECTIONS	125,000.00	125,000.00	18,613.38	191,522.82	-66,522.82
501-4-000-51200	UTILITY DISCONNECT/RECONNECT	40,000.00	40,000.00	3,421.82	40,583.87	-583.87
501-4-000-52000	CREDIT CARD TRANSACTION FEE	180,000.00	180,000.00	8,368.58	90,760.36	89,239.64
501-4-000-60100	INTEREST INCOME	120,000.00	120,000.00	12,117.31	161,747.76	-41,747.76
501-4-000-70190	INSF CHECK CHARGE	1,200.00	1,200.00	105.00	805.00	395.00
501-4-000-88000	DONATIONS	0.00	0.00	0.00	375.24	-375.24
501-4-000-89000	MISC. REVENUE	10,000.00	10,000.00	0.00	0.00	10,000.00
	Department: 000 - NON DEPARTMENTAL Total:	**6,626,455.00**	**6,626,455.00**	**513,040.77**	**5,606,659.70**	**1,019,795.30**
	Revenue Total:	**6,626,455.00**	**6,626,455.00**	**513,040.77**	**5,606,659.70**	**1,019,795.30**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense						
Department: 811 - SEWER						
501-5-811-11001	REGULAR SALARIES	323,178.00	327,436.00	21,095.00	287,637.48	39,798.52
501-5-811-11002	OVERTIME EXPENSE	40,000.00	52,780.00	3,115.01	48,173.71	4,606.29
501-5-811-11006	CERTIFICATE PAY	2,100.00	2,100.00	175.00	1,925.00	175.00
501-5-811-12001	SOCIAL SECURITY	27,944.00	28,555.00	1,794.36	25,065.18	3,489.82
501-5-811-12002	RETIREMENT	24,401.00	25,479.00	1,604.54	22,549.37	2,929.63
501-5-811-12101	HEALTH INSURANCE	58,260.00	52,313.00	3,211.36	41,472.09	10,840.91
501-5-811-12102	DENTAL INSURANCE	2,214.00	2,214.00	152.67	1,904.00	310.00
501-5-811-12103	LIFE INSURANCE	821.00	821.00	56.85	717.55	103.45
501-5-811-12104	VISION	704.00	704.00	48.62	606.40	97.60
501-5-811-12201	UNEMPLOYMENT	702.00	702.00	17.63	412.04	289.96
501-5-811-12202	WORKERS COMPENSATION	7,103.00	7,103.00	571.92	6,030.16	1,072.84
501-5-811-20110	OFFICE SUPPLIES	750.00	1,057.00	0.00	1,056.72	0.28
501-5-811-20140	GENERAL SUPPLIES	2,000.00	2,000.00	622.24	1,843.69	156.31
501-5-811-20150	LAB SUPPLIES	12,000.00	12,000.00	3,941.00	3,941.00	8,059.00
501-5-811-20160	TREATMENT CHEMICALS	106,000.00	106,000.00	5,910.20	82,780.18	23,219.82
501-5-811-20240	DUES & SUBSCRIPTIONS	700.00	700.00	0.00	7.14	692.86
501-5-811-2024X	PUBLICATIONS	500.00	500.00	0.00	0.00	500.00
501-5-811-20260	FUEL & OIL	12,000.00	14,000.00	1,112.85	14,606.25	-606.25
501-5-811-20270	UNIFORMS	4,500.00	4,500.00	699.82	4,300.89	199.11
501-5-811-20280	SMALL TOOLS, FURNITURE & EQUIPMENT	8,000.00	8,000.00	0.00	2,739.42	5,260.58
501-5-811-31030	ENGINEERING	15,000.00	15,000.00	0.00	1,980.38	13,019.62
501-5-811-32000	UTILITIES EXPENSE	112,000.00	112,000.00	12,877.48	103,115.01	8,884.99
501-5-811-32030	UTILITIES - TELECOMMUNICATION	17,000.00	17,370.00	1,449.99	15,319.24	2,050.76
501-5-811-33120	EMPLOYEE EXAM/DRUG SCREENING	125.00	125.00	37.00	37.00	88.00
501-5-811-33210	JANITORIAL SERVICES	3,144.00	3,930.00	262.78	3,366.67	563.33
501-5-811-33540	UTILITY BILLING	17,000.00	17,000.00	1,356.61	15,130.39	1,869.61
501-5-811-33830	SLUDGE DISP/TESTING/SAMPLING	85,000.00	93,200.00	0.00	65,221.41	27,978.59
501-5-811-33840	GREASE TRAP INSPECTIONS	2,540.00	2,540.00	176.72	1,943.82	596.18
501-5-811-33870	NEW SERVICE INSTALL	72,000.00	64,716.00	0.00	0.00	64,716.00
501-5-811-33910	OTHER CONTRACT SERVICES	26,000.00	29,000.00	1,500.00	27,202.38	1,797.62
501-5-811-41010	SOFTWARE MAINTENANCE	8,000.00	58,000.00	0.00	692.78	57,307.22
501-5-811-42010	EQUIPMENT REPAIRS & MAINT	0.00	10,521.00	2,829.49	14,322.30	-3,801.30
501-5-811-42012	GENERATOR MAINTENANCE CONTRACT	15,000.00	15,000.00	3,156.41	3,156.41	11,843.59
501-5-811-42030	BUILDING REPAIR & MAINTENANCE	2,500.00	2,500.00	281.02	1,181.02	1,318.98
501-5-811-42075	MATERIALS & SUPPLIES	15,000.00	12,000.00	53.44	2,982.81	9,017.19
501-5-811-42090	SAFETY EQUIPMENT	3,000.00	3,000.00	0.00	308.21	2,691.79
501-5-811-42110	COLLECTION SYSTEM BLDG & GROUND	3,000.00	3,885.00	75.00	3,810.00	75.00
501-5-811-42120	WWTP SYSTEM MAINTENANCE	150,000.00	131,876.00	15,799.39	110,255.25	21,620.75
501-5-811-42130	M/R LIFT STATIONS	115,000.00	115,000.00	427.50	24,881.50	90,118.50
501-5-811-42140	M/R COLLECTION SYSTEM	95,000.00	95,000.00	46,625.18	84,041.35	10,958.65
501-5-811-49030	EDUCATION/TESTING/LICENSE	5,000.00	5,000.00	0.00	717.00	4,283.00
501-5-811-49040	TRAINING/TRAVEL/PERDIEM	1,700.00	1,700.00	0.00	1,153.75	546.25
501-5-811-49390	OTHER RENTALS	25,000.00	25,980.00	0.00	12,314.01	13,665.99
501-5-811-49391	VEHICLE LEASE	21,719.00	21,719.00	1,700.96	19,334.57	2,384.43
501-5-811-49392	WASTEWATER SAMPLING	12,000.00	12,000.00	0.00	1,930.00	10,070.00
501-5-811-49750	TCEQ FEES	37,000.00	37,000.00	0.00	20,227.67	16,772.33
501-5-811-49970	BANK FEES	90,000.00	151,532.00	0.00	137,358.88	14,173.12
501-5-811-51120	EQUIPMENT PURCHASES	100,000.00	100,000.00	0.00	98,120.00	1,880.00
501-5-811-51126	SCADA SYSTEM	50,000.00	0.00	0.00	31,455.00	-31,455.00
501-5-811-54110	WATER & SEWER SYSTEM IMPROVEMENTS	466,732.00	393,039.00	121,415.35	296,143.88	96,895.12
501-5-811-60100	DEBT SERVICE - PRINCIPAL	274,886.00	274,886.00	214,718.12	274,326.63	559.37
501-5-811-60200	DEBT SERVICE - INTEREST	197,041.00	197,781.00	-214,718.12	197,778.76	2.24
501-5-811-70100	TRANSFERS TO OTHER FUNDS	473,786.00	473,786.00	473,786.00	473,786.00	0.00
501-5-811-70101	TRANSFER TO GEN FUND FOR ADMIN	76,928.00	76,928.00	0.00	76,928.00	0.00
	Department: 811 - SEWER Total:	**3,221,978.00**	**3,221,978.00**	**727,939.39**	**2,668,290.35**	**553,687.65**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 821 - WATER						
501-5-821-11001	REGULAR SALARIES	283,436.00	285,194.00	22,444.84	252,602.08	32,591.92
501-5-821-11002	OVERTIME EXPENSE	28,000.00	28,000.00	1,672.56	22,649.73	5,350.27
501-5-821-11013	CALL BACK PAY	7,052.00	7,052.00	512.88	5,674.36	1,377.64
501-5-821-12001	SOCIAL SECURITY	24,364.00	24,364.00	1,867.34	21,334.07	3,029.93
501-5-821-12002	RETIREMENT	21,275.00	21,275.00	1,620.68	18,751.97	2,523.03
501-5-821-12101	HEALTH INSURANCE	58,260.00	58,260.00	4,879.64	51,025.11	7,234.89
501-5-821-12102	DENTAL INSURANCE	2,213.00	2,213.00	185.25	1,937.06	275.94
501-5-821-12103	LIFE INSURANCE	714.00	726.00	65.08	661.15	64.85
501-5-821-12104	VISION	704.00	704.00	58.96	616.49	87.51
501-5-821-12201	UNEMPLOYMENT	702.00	702.00	0.00	466.43	235.57
501-5-821-12202	WORKERS COMPENSATION	6,196.00	9,208.00	797.77	8,410.06	797.94
501-5-821-20110	OFFICE SUPPLIES	1,000.00	2,134.00	0.00	2,099.15	34.85
501-5-821-20140	GENERAL SUPPLIES	2,600.00	2,979.00	77.29	2,908.05	70.95
501-5-821-2014X	MATERIAL & SUPPLIES	100,000.00	125,220.00	33,629.26	116,378.38	8,841.62
501-5-821-20160	TREATMENT CHEMICALS	19,000.00	19,000.00	749.85	6,078.70	12,921.30
501-5-821-20240	PUBLICATIONS, SUBSCRIPTIONS, & DUES	500.00	500.00	203.94	203.94	296.06
501-5-821-20260	FUEL & OIL	25,000.00	24,863.00	1,069.05	16,442.18	8,420.82
501-5-821-20270	UNIFORMS	4,260.00	5,000.00	837.10	4,710.67	289.33
501-5-821-20280	SMALL TOOLS, FURNITURE & EQUIPMENT	4,000.00	4,000.00	0.00	3,787.14	212.86
501-5-821-31030	ENGINEERING	67,000.00	24,000.00	15,600.00	15,600.00	8,400.00
501-5-821-32000	UTILITIES EXPENSE	45,000.00	49,000.00	3,992.21	43,295.86	5,704.14
501-5-821-32030	UTILITIES - TELECOMMUNICATION	19,000.00	21,050.00	1,122.67	14,818.07	6,231.93
501-5-821-33120	EMPLOYEE EXAM/DRUG SCREENING	200.00	200.00	0.00	74.00	126.00
501-5-821-33210	JANITORIAL SERVICES	1,200.00	1,206.00	105.11	1,173.32	32.68
501-5-821-33540	UTILITY BILLING	13,000.00	18,115.00	1,356.61	15,130.34	2,984.66
501-5-821-33810	WATER MONITORING	11,000.00	11,000.00	876.45	9,861.01	1,138.99
501-5-821-33870	NEW SERVICE INSTALL	64,400.00	34,704.00	0.00	18,220.00	16,484.00
501-5-821-33910	OTHER CONTRACT SERVICES	100,000.00	216,661.00	74,982.60	217,062.18	-401.18
501-5-821-41020	ENDPOINT SUBSCRIPTION	33,813.00	33,813.00	2,553.28	25,280.00	8,533.00
501-5-821-42010	EQUIPMENT REPAIRS & MAINT	13,000.00	51,883.00	4,002.80	37,588.73	14,294.27
501-5-821-42012	GENERATOR MAINTENANCE	10,000.00	10,000.00	2,301.67	2,301.67	7,698.33
501-5-821-42040	GROUNDS MAINTENANCE	5,000.00	4,000.00	281.01	1,421.01	2,578.99
501-5-821-42050	FIRE HYDRANTS	132,000.00	91,600.00	0.00	91,514.65	85.35
501-5-821-42090	SAFETY EQUIPMENT	5,500.00	4,566.00	0.00	4,179.91	386.09
501-5-821-42100	STORAGE TANK REPAIRS	10,500.00	13,133.00	0.00	13,132.75	0.25
501-5-821-42160	UTILITIES SYSTEM MAINTENACE	70,000.00	68,790.00	3,217.50	61,574.34	7,215.66
501-5-821-4902X	WATER DUES	720.00	720.00	0.00	0.00	720.00
501-5-821-49030	EDUCATION/TESTING/LICENSE	1,500.00	1,500.00	0.00	111.00	1,389.00
501-5-821-49040	TRAINING/TRAVEL/PERDIEM	1,500.00	1,500.00	0.00	1,118.75	381.25
501-5-821-49390	OTHER RENTALS	1,000.00	630.00	0.00	0.00	630.00
501-5-821-49391	VEHICLE LEASE	52,232.00	52,232.00	4,098.00	42,740.76	9,491.24
501-5-821-49510	SURFACE WATER	881,179.00	881,179.00	73,460.71	807,776.61	73,402.39
501-5-821-49750	TCEQ FEES	7,350.00	7,350.00	0.00	7,094.23	255.77
501-5-821-49970	BANK FEES	90,000.00	153,532.00	0.00	137,358.86	16,173.14
501-5-821-51120	EQUIPMENT PURCHASES	75,000.00	74,260.00	0.00	70,281.30	3,978.70
501-5-821-54110	WATER & SEWER SYSTEM IMPROVEMENTS	466,732.00	376,250.00	121,415.35	314,153.88	62,096.12
501-5-821-60100	DEBT SERVICE - PRINCIPAL	162,305.00	162,305.00	126,104.29	161,382.82	922.18
501-5-821-60200	DEBT SERVICE - INTEREST	115,773.00	116,513.00	-126,104.29	116,512.97	0.03
501-5-821-70101	TRANSFER TO GEN FUND FOR ADMIN	76,928.00	76,928.00	0.00	76,928.00	0.00
	Department: 821 - WATER Total:	**3,122,108.00**	**3,180,014.00**	**380,037.46**	**2,844,423.74**	**335,590.26**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 831 - UTILITY ADMIN						
501-5-831-11001	REGULAR SALARIES	155,025.00	157,125.00	12,335.32	137,683.04	19,441.96
501-5-831-12001	SOCIAL SECURITY	11,859.00	11,659.00	886.74	9,908.70	1,750.30
501-5-831-12002	RETIREMENT	10,356.00	10,856.00	811.66	9,179.50	1,676.50
501-5-831-12101	HEALTH INSURANCE	19,420.00	19,420.00	1,618.20	16,124.21	3,295.79
501-5-831-12102	DENTAL INSURANCE	738.00	738.00	61.44	612.20	125.80
501-5-831-12103	LIFE INSURANCE	390.00	390.00	34.44	351.08	38.92
501-5-831-12104	VISION	235.00	235.00	19.56	194.91	40.09
501-5-831-12201	UNEMPLOYMENT	234.00	234.00	0.00	126.00	108.00
501-5-831-12202	WORKERS COMPENSATION	276.00	276.00	21.41	131.07	144.93
501-5-831-20110	OFFICE SUPPLIES	200.00	204.00	0.00	203.51	0.49
501-5-831-20130	JANITORIAL SUPPLIES	200.00	200.00	0.00	0.00	200.00
501-5-831-20140	GENERAL SUPPLIES	700.00	622.00	0.00	303.18	318.82
501-5-831-20240	PUBLICATIONS, SUBSCRIPTIONS, & DUES	500.00	578.00	0.00	300.00	278.00
501-5-831-20260	FUEL & OIL	2,000.00	2,400.00	201.70	2,328.15	71.85
501-5-831-20270	UNIFORMS	500.00	500.00	115.42	667.32	-167.32
501-5-831-31010	LEGAL FEES	10,000.00	2,000.00	0.00	1,736.00	264.00
501-5-831-31020	AUDIT FEES	19,500.00	19,500.00	0.00	14,943.19	4,556.81
501-5-831-31030	ENGINEERING	60,000.00	4,794.00	0.00	4,272.33	521.67
501-5-831-31910	OTHER PROFESSIONAL SERVICES	8,000.00	5,100.00	1,500.00	3,539.00	1,561.00
501-5-831-32030	UTILITIES - TELECOMMUNICATION	1,200.00	1,200.00	87.43	975.83	224.17
501-5-831-33120	EMPLOYEE EXAM/DRUG SCREENING	0.00	37.00	0.00	37.00	0.00
501-5-831-33210	JANITORIAL SERVICES	5,676.00	6,441.00	473.01	5,713.47	727.53
501-5-831-41010	SOFTWARE MAINENANCE	10,086.00	10,086.00	0.00	10,325.78	-239.78
501-5-831-42030	BUILDINGS REPAIR & MAINTENANCE	0.00	3,500.00	0.00	3,470.00	30.00
501-5-831-49020	PROFESSIONAL ASSOC DUES/FEES	500.00	500.00	0.00	13.39	486.61
501-5-831-49040	TRAINING/TRAVEL/PERDIEM	2,000.00	3,800.00	0.00	1,684.51	2,115.49
501-5-831-49311	POSTAGE/METER RENTAL	500.00	500.00	0.00	120.00	380.00
501-5-831-49312	COPIER LEASE	21,000.00	21,000.00	0.00	0.00	21,000.00
501-5-831-49391	VEHICLE LEASE	9,774.00	9,774.00	722.15	8,278.22	1,495.78
501-5-831-49412	TML INSURANCE	43,240.00	43,240.00	3,181.44	37,625.07	5,614.93
501-5-831-49790	SPECIAL ACTIVITIES & PROJECTS	4,000.00	2,200.00	0.00	1,374.00	826.00
501-5-831-49810	CLASSIFIED ADVERTISMENTS	2,020.00	2,020.00	0.00	1,557.80	462.20
501-5-831-51125	TECHNOLOGY/COMPUTER PURCHASES	0.00	1,000.00	583.37	583.37	416.63
	Department: 831 - UTILITY ADMIN Total:	**400,129.00**	**342,129.00**	**22,653.29**	**274,361.83**	**67,767.17**
	Expense Total:	**6,744,215.00**	**6,744,121.00**	**1,130,630.14**	**5,787,075.92**	**957,045.08**
	Fund: 501 - UTILITY FUND Surplus (Deficit):	**-117,760.00**	**-117,666.00**	**-617,589.37**	**-180,416.22**	
	Total Surplus (Deficit):	**-425,004.00**	**-613,368.00**	**-1,039,267.34**	**676,217.90**	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
101 - GENERAL FUND	-307,244.00	-495,702.00	-421,677.97	856,634.12	-1,352,336.12
501 - UTILITY FUND	-117,760.00	-117,666.00	-617,589.37	-180,416.22	62,750.22
Total Surplus (Deficit):	**-425,004.00**	**-613,368.00**	**-1,039,267.34**	**676,217.90**	

City of Hitchcock, TX

Check Report

By Check Number

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: EDC TFB-HEDC Texas First Bank						
002067	CASEY SCHOEN	08/03/2026	Regular	0.00	760.50	1477
000339	A TO Z TROPHIES	08/06/2026	Regular	0.00	135.00	1478
000737	CITY OF HITCHCOCK - TIRZ	08/06/2026	Regular	0.00	-17,647.94	1479
000737	CITY OF HITCHCOCK - TIRZ	08/06/2026	Regular	0.00	17,647.94	1479
001628	CITY OF HITCHCOCK GENERAL FUND	08/06/2026	Regular	0.00	-1,000.00	1480
001628	CITY OF HITCHCOCK GENERAL FUND	08/06/2026	Regular	0.00	1,000.00	1480
001278	DENTON NAVARRO ROCHA BERNAL & ZECH, P.	08/06/2026	Regular	0.00	25.00	1481
001860	J & K JANITORIAL SERVICES	08/06/2026	Regular	0.00	200.00	1482
001628	CITY OF HITCHCOCK GENERAL FUND	08/06/2026	Regular	0.00	18,647.94	1483
000280	GALVESTON NEWSPAPERS INC	08/13/2026	Regular	0.00	197.60	1485
000737	CITY OF HITCHCOCK - TIRZ	08/20/2026	Regular	0.00	17,647.94	1486
000737	CITY OF HITCHCOCK - TIRZ	08/20/2026	Regular	0.00	-17,647.94	1486
002063	ADICO	08/20/2026	Regular	0.00	1,350.00	1487
000463	VISA	08/20/2026	Regular	0.00	2,332.12	1488
001964	WELL SAID CREATIVE	08/20/2026	Regular	0.00	975.00	1489
001964	WELL SAID CREATIVE	08/20/2026	Regular	0.00	-975.00	1489
001138	PROSPERITY BANK	08/20/2026	Regular	0.00	580.29	1490
002072	COLLIERS INTERNATIONAL VALUATION AND AD	08/25/2026	Regular	0.00	3,250.00	1491
001806	STELLAR AGAPE	08/25/2026	Regular	0.00	1,300.00	1492

Bank Code EDC TFB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	15	0.00	66,049.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-37,270.88
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	16	**19**	**0.00**	**28,778.45**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FPB-FIRST PROSPERITY BANK						
001350	ACCURATE METER & BACKFLOW LLC	08/06/2026	Regular	0.00	12,065.00	75623
000184	ALVIN EQUIPMENT COMPANY LLC	08/06/2026	Regular	0.00	377.26	75624
001734	BADGER METER	08/06/2026	Regular	0.00	2,553.28	75625
001250	BARCOM TECHNOLOGY SOLUTIONS INC	08/06/2026	Regular	0.00	4,828.95	75626
001296	CITY OF HITCHCOCK - UTILITY	08/06/2026	Regular	0.00	4,246.02	75627
000660	COMCAST	08/06/2026	Regular	0.00	58.53	75628
000660	COMCAST	08/06/2026	Regular	0.00	244.13	75629
000660	COMCAST	08/06/2026	Regular	0.00	589.65	75630
000071	CORE AND MAIN LP	08/06/2026	Regular	0.00	566.82	75631
000132	COUNTY OF GALVESTON	08/06/2026	Regular	0.00	8,779.03	75632
001603	DOMAC INC	08/06/2026	Regular	0.00	2,340.00	75633
001071	DWAYNES AUTO EXPRESS	08/06/2026	Regular	0.00	18.50	75634
000026	GALCO HARDWARE	08/06/2026	Regular	0.00	59.99	75635
000155	GALVESTON CENTRAL	08/06/2026	Regular	0.00	10,983.53	75636
001860	J & K JANITORIAL SERVICES	08/06/2026	Regular	0.00	1,892.00	75637
000015	KING RANCH AG & TURF	08/06/2026	Regular	0.00	502.99	75638
001595	LAND AND SEA SERVICES 1 INC	08/06/2026	Regular	0.00	867.29	75639
000420	LOWES BUSINESS ACCT SYNCB	08/06/2026	Regular	0.00	238.56	75640
001198	MURRAY-LOBB PLLC	08/06/2026	Regular	0.00	7,147.73	75641
001161	NATIONAL SCREENING CENTERS	08/06/2026	Regular	0.00	74.00	75642
001139	NUNN EXCAVATION	08/06/2026	Regular	0.00	250.00	75643
001972	PIPE CORE SOLUTIONS LLC	08/06/2026	Regular	0.00	57,860.00	75644
001517	RJN GROUP INC	08/06/2026	Regular	0.00	10,011.65	75645
001795	TEXAS MATERIALS GROUP INC	08/06/2026	Regular	0.00	26,239.08	75646
001606	UNIFIRST HOLDINGS INC	08/06/2026	Regular	0.00	1,503.87	75647
001869	WSR AND MORE LLC	08/06/2026	Regular	0.00	23,510.00	75648
001872	ZAC-MEX INC	08/06/2026	Regular	0.00	195.00	75649
000048	AFLAC	08/12/2026	Regular	0.00	1,111.79	75650
001832	MISSIONSQUARE 305461	08/12/2026	Regular	0.00	2,297.79	75651
000056	NATIONAL FAMILY CARE	08/12/2026	Regular	0.00	11.25	75652
000049	NATIONWIDE RETIREMENT SOLUTIONS	08/12/2026	Regular	0.00	1,051.67	75653
001775	OFFICE OF THE ATTORNEY GENERAL	08/12/2026	Regular	0.00	269.06	75654
001962	TEXAS CHILD SUPPORT SD	08/12/2026	Regular	0.00	69.23	75655
001331	TEXAS CHILD SUPPORT SDU	08/12/2026	Regular	0.00	263.33	75656
001507	TX CHILD SUPPORT	08/12/2026	Regular	0.00	286.17	75657
001909	TX CHILD SUPPORT SDU	08/12/2026	Regular	0.00	632.56	75658
001569	TX CHILD SUPPORT SDU	08/12/2026	Regular	0.00	317.54	75659
001566	TX CHILD SUPPORT SDU	08/12/2026	Regular	0.00	355.38	75660
000047	TX MUNICIPAL RETIREMENT	08/12/2026	Regular	0.00	17,950.38	75661
002067	CASEY SCHOEN	08/13/2026	Regular	0.00	-750.60	75662
002067	CASEY SCHOEN	08/13/2026	Regular	0.00	750.60	75662
001526	A TO Z FENCE CO	08/13/2026	Regular	0.00	595.00	75663
000834	AIRGAS USA LLC	08/13/2026	Regular	0.00	296.92	75664
000511	ALERT ALARMS	08/13/2026	Regular	0.00	240.00	75665
000144	BAY OIL COMPANY	08/13/2026	Regular	0.00	13,478.29	75666
000071	CORE AND MAIN LP	08/13/2026	Regular	0.00	430.00	75667
000132	COUNTY OF GALVESTON	08/13/2026	Regular	0.00	20,440.42	75668
001082	DSHS CENTRAL LAB MC2004	08/13/2026	Regular	0.00	1,229.00	75669
000066	EASTEX ENVIRONMENTAL LAB	08/13/2026	Regular	0.00	145.00	75670
001544	ENTERPRISE FM TRUST	08/13/2026	Regular	0.00	18,272.10	75671
000280	GALVESTON NEWSPAPERS INC	08/13/2026	Regular	0.00	236.98	75673
000156	GRAINGER	08/13/2026	Regular	0.00	334.92	75674
000576	GULF COAST WATER AUTHORITY	08/13/2026	Regular	0.00	73,460.71	75675
001987	JOHN REED AND COMPANY LLC	08/13/2026	Regular	0.00	220,880.70	75676
000784	MID-AMERICAN RESEARCH	08/13/2026	Regular	0.00	2,083.95	75677
000987	ONE STOP HARDWARE	08/13/2026	Regular	0.00	400.25	75678
001767	P3WORKS LLC	08/13/2026	Regular	0.00	83.34	75679
000113	POSTMASTER	08/13/2026	Regular	0.00	280.00	75680
000023	PVS DX INC	08/13/2026	Regular	0.00	2,817.40	75681
001920	QUILL LLC	08/13/2026	Regular	0.00	247.72	75682

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002070	RICHEY AND ASSOCIATES ATTORNEYS AT LAW	08/13/2026	Regular	0.00	18,270.00	75683
001844	SCHAUMBURG & POLK INC	08/13/2026	Regular	0.00	25,131.28	75684
001876	SPMDS LLC	08/13/2026	Regular	0.00	4,769.90	75685
000108	TEXAS MUNICIPAL LEAGUE	08/13/2026	Regular	0.00	13,014.89	75686
000519	VERIZON WIRELESS	08/13/2026	Regular	0.00	20,306.90	75688
001602	VITAL RECORDS CONTROL	08/13/2026	Regular	0.00	365.38	75696
001835	PERFORMANCE SERVICES INC	08/13/2026	Regular	0.00	-139,409.45	75706
001835	PERFORMANCE SERVICES INC	08/13/2026	Regular	0.00	139,409.45	75706
000463	VISA	08/19/2026	Regular	0.00	4,460.20	75707
000118	HITCHCOCK ECONOMIC DEVELOPMENT	08/20/2026	Regular	0.00	37,218.17	75708
000511	ALERT ALARMS	08/20/2026	Regular	0.00	10.00	75709
000184	ALVIN EQUIPMENT COMPANY LLC	08/20/2026	Regular	0.00	210.00	75710
001250	BARCOM TECHNOLOGY SOLUTIONS INC	08/20/2026	Regular	0.00	5,072.20	75711
001532	BP ENERGY RETAIL COMPANY LLC	08/20/2026	Regular	0.00	20,705.12	75712
001965	CITY WIDE GLASS LLC	08/20/2026	Regular	0.00	400.00	75713
000660	COMCAST	08/20/2026	Regular	0.00	64.68	75714
000660	COMCAST	08/20/2026	Regular	0.00	65.65	75715
000660	COMCAST	08/20/2026	Regular	0.00	108.79	75716
000066	EASTEX ENVIRONMENTAL LAB	08/20/2026	Regular	0.00	325.00	75717
000100	GALVESTON CO. HEALTH DIST	08/20/2026	Regular	0.00	19,343.83	75718
000280	GALVESTON NEWSPAPERS INC	08/20/2026	Regular	0.00	203.94	75719
000191	GATES MACHINE SHOP	08/20/2026	Regular	0.00	600.00	75720
001075	GFL ENVIRONMENTAL	08/20/2026	Regular	0.00	7,695.00	75721
001573	HOME DEPOT USA INC	08/20/2026	Regular	0.00	1,201.09	75722
002014	LAW OFFICE OF K.M. LYLES	08/20/2026	Regular	0.00	1,000.00	75723
000757	LEXISNEXIS RISK DATA MANAGEMENT INC	08/20/2026	Regular	0.00	130.00	75724
000917	LINEBARGER GOGGAN BLAIR & SAMPSON LLP	08/20/2026	Regular	0.00	807.00	75725
002023	LOK HEAVY EQUIPMENT REPAIR LLC	08/20/2026	Regular	0.00	340.00	75726
001745	MARK MONIO	08/20/2026	Regular	0.00	2,085.00	75727
001726	MUNICIPAL TECHNOLOGIES INC	08/20/2026	Regular	0.00	2,602.50	75728
001161	NATIONAL SCREENING CENTERS	08/20/2026	Regular	0.00	37.00	75729
001139	NUNN EXCAVATION	08/20/2026	Regular	0.00	325.00	75730
001139	NUNN EXCAVATION	08/20/2026	Regular	0.00	-325.00	75730
001972	PIPE CORE SOLUTIONS LLC	08/20/2026	Regular	0.00	8,893.60	75731
000113	POSTMASTER	08/20/2026	Regular	0.00	280.00	75732
000023	PVS DX INC	08/20/2026	Regular	0.00	639.85	75733
000996	S & N AIROFLO	08/20/2026	Regular	0.00	2,891.01	75734
000166	SAM'S CLUB	08/20/2026	Regular	0.00	1,130.82	75735
000463	VISA	08/20/2026	Regular	0.00	3,596.52	75736
001161	NATIONAL SCREENING CENTERS	08/20/2026	Regular	0.00	37.00	75737
001161	NATIONAL SCREENING CENTERS	08/20/2026	Regular	0.00	-37.00	75737
000066	EASTEX ENVIRONMENTAL LAB	08/20/2026	Regular	0.00	2,201.00	75738
000268	EUROFINS ENVIRONMENT TESTING ECOTOXICC	08/20/2026	Regular	0.00	1,740.00	75739
001138	PROSPERITY BANK	08/20/2026	Regular	0.00	4,514.48	75740
001359	ROBERT J. BARFIELD - ATTORNEY	08/20/2026	Regular	0.00	800.00	75743
000831	GRANTWORKS INC	08/21/2026	Regular	0.00	63,674.42	75744
000048	AFLAC	08/26/2026	Regular	0.00	1,111.79	75745
001832	MISSIONSQUARE 305461	08/26/2026	Regular	0.00	2,212.99	75746
000056	NATIONAL FAMILY CARE	08/26/2026	Regular	0.00	11.25	75747
000049	NATIONWIDE RETIREMENT SOLUTIONS	08/26/2026	Regular	0.00	1,051.67	75748
001775	OFFICE OF THE ATTORNEY GENERAL	08/26/2026	Regular	0.00	269.06	75749
001962	TEXAS CHILD SUPPORT SD	08/26/2026	Regular	0.00	69.23	75750
001331	TEXAS CHILD SUPPORT SDU	08/26/2026	Regular	0.00	263.33	75751
001507	TX CHILD SUPPORT	08/26/2026	Regular	0.00	286.17	75752
001566	TX CHILD SUPPORT SDU	08/26/2026	Regular	0.00	355.38	75753
001569	TX CHILD SUPPORT SDU	08/26/2026	Regular	0.00	317.54	75754
001909	TX CHILD SUPPORT SDU	08/26/2026	Regular	0.00	632.56	75755
000047	TX MUNICIPAL RETIREMENT	08/26/2026	Regular	0.00	17,826.98	75756
001350	ACCURATE METER & BACKFLOW LLC	08/27/2026	Regular	0.00	20,205.00	75762
000184	ALVIN EQUIPMENT COMPANY LLC	08/27/2026	Regular	0.00	1,112.82	75763
000845	AMERIWASTE	08/27/2026	Regular	0.00	53,884.34	75764

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000845	AMERIWASTE	08/27/2026	Regular	0.00	172.50	75765
001250	BARCOM TECHNOLOGY SOLUTIONS INC	08/27/2026	Regular	0.00	1,343.37	75766
001889	BRAZOS COMMERCIAL ROOFING LLC	08/27/2026	Regular	0.00	5,750.00	75767
002038	CARRIER CORPORATION	08/27/2026	Regular	0.00	1,270.00	75768
000120	CENTER POINT ENERGY	08/27/2026	Regular	0.00	137.05	75769
000020	CHLORINATOR MAINTENANCE	08/27/2026	Regular	0.00	971.65	75770
001965	CITY WIDE GLASS LLC	08/27/2026	Regular	0.00	280.00	75771
001281	CLARK ELECTRICAL SERVICES	08/27/2026	Regular	0.00	843.04	75772
000280	GALVESTON NEWSPAPERS INC	08/27/2026	Regular	0.00	322.37	75773
000520	KALUZA INC	08/27/2026	Regular	0.00	15,147.00	75774
001595	LAND AND SEA SERVICES 1 INC	08/27/2026	Regular	0.00	5,458.08	75775
002023	LOK HEAVY EQUIPMENT REPAIR LLC	08/27/2026	Regular	0.00	385.50	75776
001726	MUNICIPAL TECHNOLOGIES INC	08/27/2026	Regular	0.00	3,072.50	75777
001972	PIPE CORE SOLUTIONS LLC	08/27/2026	Regular	0.00	18,292.52	75778
000458	PITNEY BOWES BANK INC RESERVE ACCOUNT	08/27/2026	Regular	0.00	1,000.00	75779
001344	PJ'S AIR REPAIR	08/27/2026	Regular	0.00	3,000.00	75780
000023	PVS DX INC	08/27/2026	Regular	0.00	3,202.80	75781
001844	SCHAUMBURG & POLK INC	08/27/2026	Regular	0.00	16,915.00	75782
002071	TEXAS HYDROVAC	08/27/2026	Regular	0.00	3,175.00	75783
000168	USA BLUEBOOK	08/27/2026	Regular	0.00	781.19	75784
001869	WSR AND MORE LLC	08/27/2026	Regular	0.00	2,500.00	75785
001082	DSHS CENTRAL LAB MC2004	08/27/2026	Regular	0.00	60.00	75786
000520	KALUZA INC	08/27/2026	Regular	0.00	21,950.00	75787
001983	KEJ INVESTMENTS	08/27/2026	Regular	0.00	1,893.60	75788
001517	RJN GROUP INC	08/27/2026	Regular	0.00	17,358.66	75789
001139	NUNN EXCAVATION	08/31/2026	Regular	0.00	175.00	75790
000747	PROSPERITY BANK	08/14/2026	Bank Draft	0.00	32,840.21	DFT0000196
000747	PROSPERITY BANK	08/14/2026	Bank Draft	0.00	-10.09	DFT0000197
000747	PROSPERITY BANK	08/28/2026	Bank Draft	0.00	32,415.05	DFT0000198

Bank Code FPB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	248	143	0.00	1,201,065.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-140,522.05
Bank Drafts	3	3	0.00	65,245.17
EFT's	0	0	0.00	0.00
	251	**150**	**0.00**	**1,125,789.04**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: LECHATE PROSPERITY-521 LECHATE PROSPERITY						
001835	PERFORMANCE SERVICES INC	08/13/2026	Regular	0.00	139,409.45	24
001835	PERFORMANCE SERVICES INC	08/13/2026	Regular	0.00	747,829.85	25

Bank Code LECHATE PROSPERITY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	887,239.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	**2**	**0.00**	**887,239.30**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	266	160	0.00	2,154,354.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-177,792.93
Bank Drafts	3	3	0.00	65,245.17
EFT's	0	0	0.00	0.00
	269	**171**	**0.00**	**2,041,806.79**

Fund Summary

Fund	Name	Period	Amount
521	LEACHATE PROJECT	8/2026	887,239.30
601	HITCHCOCK ECONOMIC DEV CORP	8/2026	28,778.45
999	POOLED CASH	8/2026	1,125,789.04
			2,041,806.79

CITY COUNCIL AGENDA REPORT

DATE: September 15, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: TIRZ Payment to Harborwalk, L.P.

RECOMMENDATION: Recommend approval of a payment in the amount of $500,000 to Harborwalk, L.P., in accordance with the Settlement Agreement entered into between the City of Hitchcock and Harborwalk, L.P.

BACKGROUND: On September 29, 2022, the City of Hitchcock and Harborwalk, L.P. (the "Developer"), as successors in interest in Flamingo Isles, LLC, entered into a Settlement Agreement. Under the terms of the Settlement Agreement, the City is required to continue to make payments to the Developer from the Tax Increment Funds (TIF) available each year following the payment of debt service for the TIF bonds and authorized annual administrative expenses through the end of the term of the Tax Reinvestment Zone (TIRZ) as set out in the City Ordinance creating the TIRZ.

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:

The City has agreed to contribute the collected TIF arising from the TIRZ during the term of the TIRZ, which commenced on December 28, 1999, and terminating on December 31, 2030.

Submitted by:
Marie Gelles

_____

Approved by:

Marie Gelles

_____

ATTACHMENTS/ADDITIONAL INFORMATION:

Consent Agenda

Item H

Pulled

CITY COUNCIL AGENDA REPORT

DATE: September 15, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: Designated Authorized Signatories

RECOMMENDATION: Recommend approval of a Resolution of the City Council of the City of Hitchcock designating authorized signatories for contractual documents for requesting funds pertaining to the Community Development Block Grant – MIT (CDBG-MIT) Harvey HUD General Land Office (GLO) State Contract Number 22-085-064-D321.

BACKGROUND: Due to the resignation of the City Manager, it is necessary that a Resolution stating the new authorized signatories be approved by City Council to execute documents, payment request, and other necessary documents requiring a signature between the Texas General Land Office and the City of Hitchcock for the CDBG-MIT Harvey HUD Program.

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted by:
Marie Gelles

_____

Approved by:
Marie Gelles

_____

ATTACHMENTS/ADDITIONAL INFORMATION:
Resolution Authorizing Signatories

RESOLUTION No. 2026-018
AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HITCHCOCK DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MIT HARVEY HUD (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-085-064-D321.

WHEREAS, the City Council of the City of Hitchcock has received a Community Development Block Grant - MIT Harvey HUD (CDBG-MIT) award to provide Sewer Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and;

WHEREAS, the City of Hitchcock acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form.*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HITCHCOCK, TEXAS, AS FOLLOWS:

SECTION 1: The Mayor, Mayor Pro-Tem, City Manager, and Assistant City Manager be authorized to execute contractual documents between the Texas General Land Office and the City of Hitchcock for the Community Development Block Grant - MIT Harvey HUD (CDBG-MIT) Program.

SECTION 2: The Mayor, Mayor Pro-Tem, City Manager, Assistant City Manager, Finance Director, and Account Manager be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant - MIT Harvey HUD (CDBG-MIT) Program.

SECTION 3: The Mayor is authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant - MIT Harvey HUD (CDBG-MIT) Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HITCHCOCK, TEXAS, on the 21st day of September 2026.

Christopher E. Armacost, Mayor
City of Hitchcock

ATTEST:

Debbie C. Nesbitt, City Secretary
City of Hitchcock

APPROVED AS TO FORM:

Kyle L. Dickson, City Attorney
City of Hitchcock

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF CITY OF HITCHCOCK DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-085-064-D321.

WHEREAS, City of Hitchcock has received a Community Development Block Grant - Mitigation award to provide Sewer Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of Hitchcock acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF HITCHCOCK, TEXAS, AS FOLLOWS:

SECTION 1: The Mayor and City Manager be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor, City Manager, and Mayor Pro-Tem be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF CITY OF HITCHCOCK, TEXAS, on January 10, 2022.

APPROVED:

Mayor

ATTEST:

City Secretary

CITY COUNCIL AGENDA REPORT

DATE: September 9, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: HDR Force Main Engineering Services Proposal

RECOMMENDATION: Recommend approval of Task Order No. 3 with HDR Engineering, Inc. proposal for professional engineering services for the design of a 10-inch diameter sewer force main project for the Gulf Breeze project.

BACKGROUND: On December 16, 2024, the City Council approved the Amended and Restated Gulf Breeze Alternative Financing Agreement. Under the terms of the agreement, the City is responsible for the design and installation of approximately 9,550 linear feet of 10-inch diameter sewer force main to connect to the offsite 1,100 GPM lift station on the east side of FM 2004, just south of Avenue G, provided by the Gulf Breeze Development. The construction documents will be prepared and then provided to the Developer who will construct this force main as part of their off-site utility improvements package. The City will then reimburse the Developer for the construction cost associated with the10-inch force main. The total fee for engineering services related to the 10-inch force main project is $353,500.

DISCUSSION: Under the terms of the agreement, the Developer is required to build a new regional lift station at the southeast corner of the Avenue G intersection. The wastewater flow from this lift station will then be conveyed by a 10inch force main approximately 9,550 LF to an existing manhole and 30-inch sanitary sewer collection system at the end of Delasandri Drive east of Center Street.

FISCAL IMPACT/SOURCE OF FUNDING: To meet the City's contractual obligation, it is necessary for the City to issue Certificates of Obligation to fund the project. The preliminary cost estimate for the 10-ince force main project is $1,900,000. The engineering cost for the Gulf Breeze 10-inch force main bypass project will be paid out of the funds received by the City from the issuance of the Certificates of Obligation.

Submitted by:
Marie Gelles

_____

Approved by:
Marie Gelles

_____

ATTACHMENTS/ADDITIONAL INFORMATION:
HRD Engineering, Inc. Task Order No. 3
Opinion of Probable Construction Cost

TASK ORDER NO. 3

This Task Order pertains to a Master Agreement by and between the City of Hitchcock, Texas, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated April 2, 2024 ("the Master Agreement"). Engineer shall perform services on the project described below as provided herein and in the Master Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Master Agreement as it pertains to the project described below.

TASK ORDER NUMBER: **3**

PROJECT NAME: **Gulf Breeze 10-Inch Force Main Bypass**

PART 1.0 PROJECT DESCRIPTION: Refer to included Attachment 'A'.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: Refer to included Attachment 'A'.

PART 3.0 OWNER'S RESPONSIBILITIES: Owner shall have the responsibilities as per Section II of the Master Agreement dated April 2, 2024.

PART 4.0 PERIODS OF SERVICE: Refer to included Attachment 'A'.

PART 5.0 PAYMENTS TO ENGINEER: Refer to included Attachment 'A'.

This Task Order is executed this _____ day of _____, 20_____.

City of Hitchcock, Texas	HDR Engineering, Inc.
"OWNER"	"ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: Karan Khosla, P.E., PTOE
TITLE: _____	TITLE: Tx Gulf Area Manager
ADDRESS: 8102 Highway 6	ADDRESS: 4828 Loop Central Drive, Ste. 700
Hitchcock, Texas 77563	Houston, TX 77081

ATTACHMENT 'A'

September 21, 2026

Marie Gelles
City Manager
City of Hitchcock, Texas
8102 Highway 6
Hitchcock, Texas 77563

Re: Proposal for Professional Engineering Services
Gulf Breeze 10-Inch Force Main Bypass

Dear Ms. Gelles:

HDR Engineering, Inc. (HDR) is pleased to provide you with this fee proposal to design a wastewater force main in conjunction with the Gulf Breeze development. For your convenience, this proposal consists of a General Overview, Scope of Services, Fees, Schedule, Construction Budget, and Terms and Conditions Sections.

GENERAL OVERVIEW:

The City of Hitchcock (City) has been in negotiations with the Developer of the new Gulf Breeze Subdivision which is to be located on the north side of FM 2004 just west of the Custom Chemical Services property (8230 FM 2004). In order to provide water service to the subdivision, the Developer will be required to extend a 12-inch water line down FM 2004 starting from the Blimp Base Road intersection. For wastewater service, the existing sewer collection and lift station system downstream of Blimp Base Road is undersized to handle the additional wastewater flows from the Gulf Breeze Subdivision. The Developer will therefore be required to build a new regional lift station at the southeast corner of the Avenue G intersection. The wastewater flow from this lift station will then be conveyed by a 10-inch force main approximately 9,550 LF to an existing manhole and 30-inch sanitary sewer collection system at the end of Delasandri Drive east of Center Street. Refer to Attachment A1 for the overall proposed force main alignment.

Per the fully executed Amended and Restated Gulf Breeze Alternative Financing Agreement, the City is responsible for the design of the 10-inch force main. The construction documents will be prepared and then provided to the Developer who will construct this force main as part of their off-site utility improvements package. The City will then reimburse the Developer for the construction costs associated with the 10-inch force main. On February 12, 2025, the City requested for HDR to prepare a Task Order Proposal to design and prepare construction documents of this 10-inch force main.

SCOPE OF SERVICES:

HDR will perform the following Scope of Services on this Project:

BASIC SERVICES

Task 1: Project Management

- Project Management and invoicing within the HDR project management system. Project Setup includes development of a Project Management Plan, Quality Management Plan, and Safety Plan. HDR's Safety Plan will only be for HDR employees.

4828 Loop Central Drive, Suite 700, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

- Prepare monthly invoices from project kickoff to closeout (anticipated to be ten (10) months to end of construction).

- Lead, manage and direct design team activities, maintain quality control during performance of the work, communicate internally among team members, and task/ allocate team resources.

- Conduct one (1) meeting to discuss and finalize design criteria and acquire pertinent information regarding the Project; attend up to two (2) intermediate design coordination meetings and two (2) submittal review comment resolution meetings with the City and/or Developer / Developer's Engineer. HDR will prepare and distribute meeting summaries with action items.

Task 2: Design Phase

- The design shall include the force main along the streets as identified on Attachment A1. Any change to the proposed alignment may result in a request for a contract amendment for additional design services.

- Research existing utility and pipelines in the project areas, where appropriate. Contact private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Assist the City in obtaining and/or securing approvals required by all public and private utilities, including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process.

- Perform field reconnaissance of the force main alignment to obtain information on surface features and any other information that would impact construction.

- When the process involves work with the U.S. Army Corps of Engineers (USACE), such work would be considered under the Additional Services portion of this proposal.

- Prepare plan and profile background sheets (at 1" = 40' H and 1" = 4' V scale) utilizing survey data and utility research. Provide field verification upon completion.

- Prepare project technical specifications and construction drawings based on the anticipated improvements.

- Examine geotechnical information obtained during the project to determine potential soil conditions and potential impact on construction methodology and costs.

- Submit letters to Texas Commission on Environmental Quality (TCEQ) on behalf of the City. Furnish necessary documentation to TCEQ for their review and approval.

- Provide draft documents at 75% and at 100% for their review and comments.

- Incorporate the City's comments into the Final Design Plans and Specifications.

- Incorporate appropriate comments from pertinent entities into the final construction documents.

- Prepare Engineer's Estimate of Probable Construction Cost (OPCC) for the Project at each submittal phase.

- Furnish two (2) sets and an electronic copy (PDF) of construction documents to the City at each submittal phase.

Tasks 3: Construction Administration Phase Services

- Due to the fact that the finalized construction documents will be provided to the Developer and they will be responsible for advertising the project, HDR has excluded Bid Phase services from this proposal.

- Attend a pre-construction conference for the project and up to five (5) monthly construction progress meetings.

- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Site representation is NOT included in this scope.

- Review and respond accordingly to all submittals and Requests for Information (RFIs) as required by the force main contract specifications.

- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a substantial and final completion inspection for the force main project, prepare punch list and submit them to the City and/or Developer's Engineer in charge of the Construction Management of the project.

ADDITIONAL SERVICES

Additional services are those services that are beyond the basic services provided for in the scope portion of this proposal. Due to the nature of this project there are certain Additional Services that are anticipated and other additional services that may or may not be required. In the fee portion of this proposal the additional services that are anticipated are listed. Other additional services may be required and may be identified as the project progresses. Anticipated additional services include:

Task 4: Design Phase – Elevation and Topographic Survey Services

- Utilize a subconsultant, Ellis Surveying Services, LLC, to perform a Topographic Survey on each of the project streets suitable for design. Anticipated total length will be approximately 7,125 linear feet along the project limits starting at FM 2004 and Blimp Base Road and ending at the dead end of Delasandri Drive. The portion of the survey from the proposed lift station site at Avenue G along FM 2004 to Blimp Base Road has already been obtained by the Developer's Surveyor and provided to HDR to utilize as part of the project design.

- Establish approximate right-of-way and easement locations suitable for design.

- Provide survey control map to include benchmark, temporary benchmark and control point data with swing tie location exhibits.

- Refer to Attachment B1 – Ellis Surveying Services, LLC Proposal dated July 1, 2026 for additional information.

- Preparation of easement exhibits and metes and bounds descriptions for use in easement acquisition is not part of the scope of services. The City will be responsible for securing a 25-

foot utility easement along the south side of FM 2004 from Blimp Base Road to Robinson Road.

Task 5: Design Phase – Geotechnical Investigation Services

- Utilize a subconsultant, Geotest Engineering, Inc., to perform a Geotechnical Investigation.
- Field Exploration – Drill and sample ten (10) 15-ft deep borings and two (2) 50-ft deep borings within the project limits starting at FM 2004 and Blimp Base Road and ending at the dead end of Delasandri Drive. The borings from the proposed lift station site at Avenue G along FM 2004 to Blimp Base Road has already been obtained by the Developer's Geotechnical Firm and provided to HDR to utilize as part of the project design.
- Geotechnical Report – The geotechnical report will include all field data, laboratory test data, and geotechnical recommendations and will be included in the project specifications. The report will cover the project limits starting at FM 2004 and Blimp Base Road and ending at the dead end of Delasandri Drive. The Developer's Geotechnical Report from the proposed lift station site at Avenue G along FM 2004 to Blimp Base Road will be provided to HDR to utilize as part of the project design.
- Refer to Attachment B2 – Geotest Engineering, Inc. Proposal dated April 2, 2025 for additional information.

Task 6: Design Phase – Storm Water Pollution Prevention Plan

- Preparation of storm water pollution prevention plans and specifications for the project, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) requirements.

Task 7: Design Phase – Traffic Control Plan

- Prepare traffic control plans for the routing of traffic through the project site, including utilizing standard City and TxDOT traffic control details when appropriate.

Task 8: Design Phase – USACE Regulatory Permitting

- The proposed force main alignment will cross the Highland Bayou Diversionary Canal at Center Street which is maintained by the USACE and Galveston County (bridge only). As a result of a virtual meeting held with the USACE and Galveston County on March 13, 2025, the USACE will require a nationwide permit application and a Section 408 review.

  USACE Regulatory Application and Coordination
  - Prepare a USACE permit application for the proposed 10-inch force main line. This permit application will cover the entire line not just the crossing. Based on the project as described, HDR anticipates the ability to use "Nationwide Permit 58 - Utility Line Activities for Water and Other Substances" (NWP-58). HDR will develop a NWP-58 preconstruction notification (PCN) and submit to USACE for authorization. This PCN will include:
    - USACE Regulatory Request System (RRS) Application Document
    - Permit Drawings
    - Wetland and Water Delineation Report
    - Cultural Resource Desktop Review Memo
    - Federally-Listed Threatened and Endangered Species Memorandum
    - Texas Commission on Environmental Quality (TCEQ) 401 Water Quality Certification Request Forms
    - Texas General Land Office (GLO) Consistency with the Coastal Zone Management Program form
  - To support the permit application, HDR will conduct a Wetland and Water Delineation documenting the ordinary high water mark of the diversion canal and any adjacent

wetlands. The delineation will also include the rest of the project footprint to document the presence or absence of potential wetlands or water bodies. The results of the delineation will be documented in a Wetland and Water Delineation Report. The delineation and subsequent report will adhere to the standards set forth in the 1987 Wetlands Delineation Manual and the Atlantic and Gulf Coastal Regional Supplement for Wetland Delineation.

- HDR will coordinate with USACE and other federal and state agencies as needed to deliver an NWP Verification Letter (permit) from USACE. HDR will conduct up to 2 virtual meetings with USACE or other agencies during the permitting process. HDR will reply to requests for information or agency inquiries. Should USACE require additional studies or coordination beyond the scope of this task, an additional fee request will be submitted to the City.

- Assumptions:
  - HDR will conduct a 1-day site visit with 2 HDR employees for the Wetlands and Water Delineation.
  - The permit application will not include a biological assessment or essential fish habitat assessment. If USACE requires these reports to authorize the permit, an additional fee request will be submitted to the City.
  - HDR will provide draft deliverables to the City for review and comment. HDR assumes one round of revisions for each draft deliverable.
  - While HDR will expedite the permit process to the extent possible, the schedule for permit issuance is under USACE control, and HDR is not responsible for potential delays.
  - The cost of any USACE permit and/or review fees are not included as part of this task. These fees will be paid directly by the City of Hitchcock to the USACE.

USACE 408 Application and Coordination

- Prepare a USACE 408 application for the proposed 10-inch force main line crossing the canal. This application will include:
  - A cover letter with a construction schedule, a project description that describes the work, how the project will be accessed, and all construction techniques used.
  - A description of any materials added or removed from the site and any digging or boring required, including where spoils will be deposited. This information will also be documented on a map.
  - Maps and designs are as follows:
    - Drawings will depict how the proposed work will alter the federal project.
    - Drawings will use best practices for engineering drawings and USACE standards-indicating project name, drawing number, date, name, scales, north arrows, and legends.
    - Drawings should include notes, indicate project location, and details about construction methods, materials, and material specifications.
    - Drawings should include a vicinity map, plans, and profile views, and be to scale.
  - 408 application form.

- Prior to submission, HDR will provide the City with a draft of the application package for review and comments. HDR will address the comments and seek the City's concurrence that the comments are resolved before submitting anything to USACE. HDR will conduct up to 4 virtual meetings with USACE, Galveston County, or the City of Hitchcock (non-federal sponsor). HDR will reply to requests for information or agency inquiries. Should USACE require additional studies or coordination beyond the scope of this task, an additional fee request will be submitted to the City.

- Assumptions:
  - HDR will provide draft deliverables to the City for review and comment. HDR assumes one round of revisions for each draft deliverable.
  - HDR does not propose to submit a USACE Real Estate application or perform a slope stability analysis or boring plan. If USACE requires one or more of these items, an additional fee request will be submitted to the City.
  - While HDR will expedite the 408 review process to the extent possible, the schedule for 408 review and approval is under USACE control, and HDR is not responsible for potential delays.
  - The cost of any USACE 408 review fees is not included as part of this task. These fees will be paid directly by the City of Hitchcock to the USACE.

Task 9: Construction Phase – Record Drawings

- Prepare and provide one (1) set of reproducible record drawings in electronic copy (PDF) based on the red line drawings provided to HDR by the Contractor(s).

FEES:

The Fee Schedule for this project is outlined below (Refer to Attachment A2 for a detailed breakdown):

Basic Services	
• Project Management (Lump Sum)	$21,000.00
• Design Phase (Lump Sum)	$155,390.00
• Construction Administration Phase (Lump Sum)	$13,700.00
Total Basic Services:	**$190,090.00**
Additional Services	
• Topographical Survey Services (Cost Plus 10%)	$40,251.75
• Geotechnical Investigative Services (Cost Plus 10%)	$40,681.30
• Storm Water Pollution Prevention Plan (Lump Sum)	$4,800.00
• Traffic Control (Lump Sum)	$6,400.00
• USACE Regulatory Permitting (Time and Materials)	$63,776.95
• Record Drawings (Lump Sum)	$7,500.00
Total Additional Services:	**$163,410.00**
Total Fee:	**$353,500.00**

SCHEDULE:

The design phase portion of the project, excluding regulatory approvals, will be completed within four (4) months upon receipt of the survey backgrounds from the Surveyor. Regulatory permitting with the USACE is currently expected to take nine (9) months upon submittal of the 408 application and payment of any associated review fees. The construction duration is proposed to be 150-calendar days but this will be finalized upon submittal of the construction documents to the Developer. HDR will endeavor to keep the City appraised of any shifts in the schedule as a result of items outside HDR's control.

CONSTRUCTION BUDGET:

At this time, HDR estimates that the construction cost for this project is approximately $1,544,733.00. This estimate is based on preliminary and limited information available at this time, as well as current market conditions. Changes in market conditions could potentially increase or decrease this cost. HDR will endeavor to inform the City of the cost estimate as the project progresses.

TERMS AND CONDITIONS:

This project will be performed as a 'Project Engineering Design and Support Service' under the current Master Agreement for Professional Services with the City, and its terms and conditions will apply.

Invoices will be submitted on a monthly basis and the charges for lump sum services, hourly services, and subcontract expenses will be in accordance with Attachment "A" – Fee Basis of the Master Agreement for Professional Services with the City. Reimbursable expenses are included in the basic services portion of the fees and will not be billed separately with the exception of expenses associated with the USACE Regulatory Permitting Task. Those reimbursable costs will be billed at cost plus 10% under that task.

We appreciate the opportunity to be of service on this project. If you have any questions, please do not hesitate to contact me at (713) 622-9264.

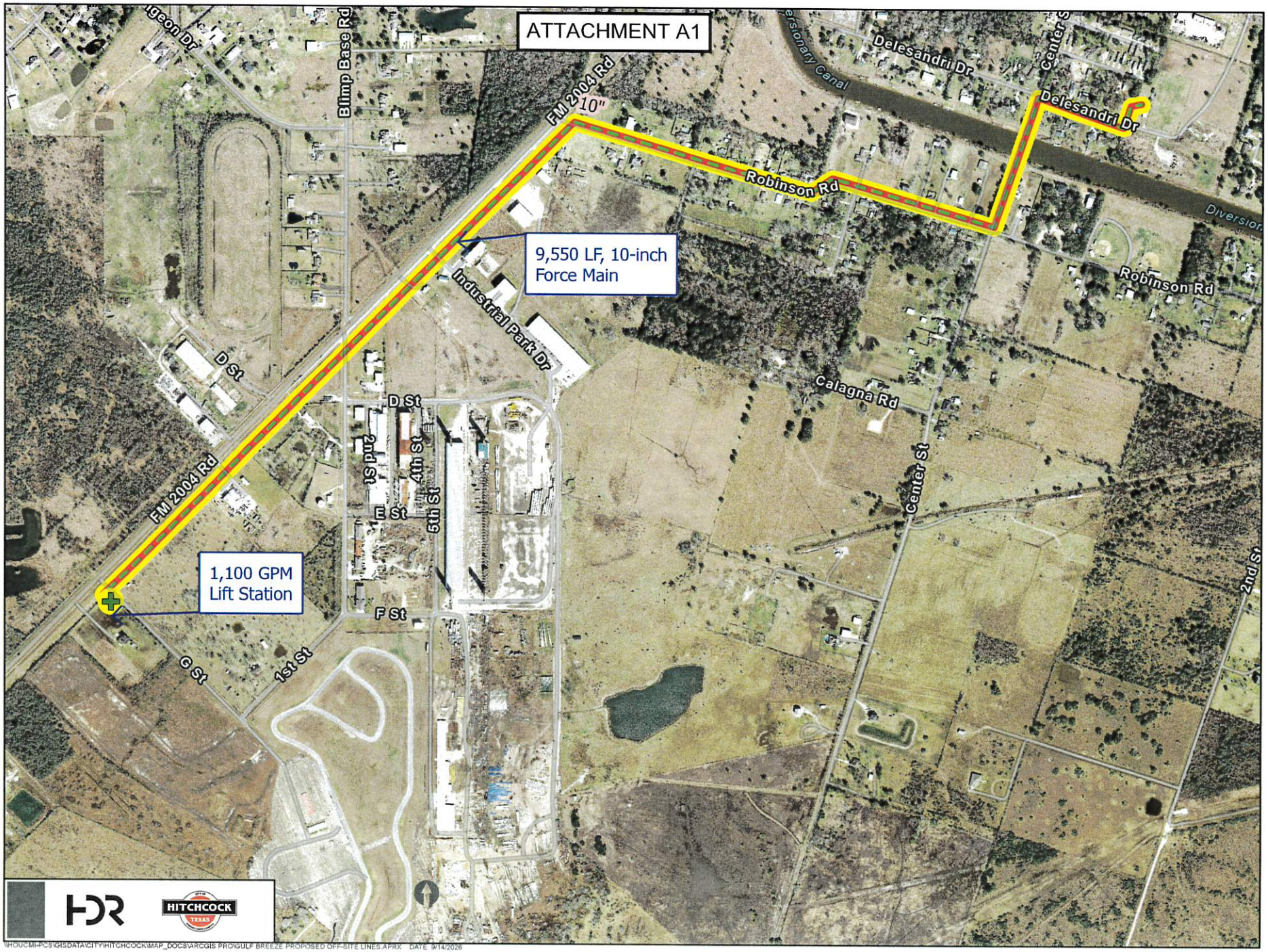
Sincerely,

HDR Engineering, Inc.



Karan Khosla, P.E., PTOE
Texas Gulf Area Manager

Attachments: A1 – Proposed Force Main Alignment Map
A2 – HDR Level of Effort Spreadsheet
B1 – Ellis Surveying Services Proposal dated July 1, 2026
B2 – Geotest Engineering Services Proposal dated April 2, 2025



\\HOUCMI-PCS\GISDATA\CITY\HITCHCOCK\MAP_DOCS\ARCGIS PRO\GULF BREEZE PROPOSED OFF-SITE LINES.APRX DATE 9/14/2026

CITY OF HITCHCOCK
ATTACHMENT A2 - LEVEL OF EFFORT (LOE) FOR FINAL DESIGN & CONSTRUCTION PHASE SERVICES
TASK ORDER NO. 3 - GULF BREEZE 10-INCH FORCE MAIN BYPASS

Item	Description / Task	Basic Services (HDR) - Estimated Manhours														Subtotal (hrs)	Subtotal (cost $)	Subconsultants (cost+10%)	Other Costs/Allowances	Total Fee
		Principal (hrs)	QC Reviewer (hrs)	Client Manager (hrs)	Project Manager (hrs)	Engineer In Training (hrs)	CADD Operator (hrs)	Environ. Team Lead (hrs)	Sr. Env. Scientist (hrs)	Env. Scientist (hrs)	Cult. Res. Specialist (hrs)	Biologist (hrs)	GIS Analyst (hrs)	Project Accountant (hrs)	Project Coordinator (hrs)					
	Billing Rate	$ 382.94	$354.57	$281.68	$220.25	$128.50	$174.77	$213.06	$190.80	$114.48	$127.20	$120.84	$115.53	$121.09	$135.18					
A	**HDR Services**																			
	Task 1 - Project Management and Documentation Submission																			
1	Project Management, Plans and Invoicing (assume 10 months)	5.0		10.0	20.0									20.0	16.0	71.0	$13,721			$13,721
2	Meeting to Finalize Design Criteria			4.0	4.0											8.0	$2,008		$76	$2,084
3	Two Coordination Meetings with Client and/or Developer			4.0	4.0											8.0	$2,008		$76	$2,084
4	75% & 100% Submittal Review Comment Resolution Meetings			4.0	4.0	8.0										16.0	$3,036		$76	$3,112
	Task 2 - Design Phase																			
5	Private Utility & Pipeline Coordination (Utility Research)				1.0	8.0										9.0	$1,248			$1,248
6	Subconsultant Coordination and Review Survey & Geotechnical				4.0	8.0										12.0	$1,909			$1,909
7	Site Visit for Field Reconnaissance and Survey Verification				4.0	4.0										8.0	$1,395		$50	$1,445
8	Prepare 75% Project Manual/Specifications				8.0	40.0										48.0	$6,902			$6,902
9	Prepare 75% Submittal Plans			2.0	4.0	6.0	8.0									20.0	$3,614			$3,614
10	Prepare 75% OPCC				2.0	8.0										10.0	$1,469			$1,469
11	75% QC Review Plans		6.0												1.0	7.0	$2,263			$2,263
12	Address 75% QC Review Comments				2.0	4.0	8.0									14.0	$2,353			$2,353
13	Address City 75% Comments				5.0	10.0	20.0									35.0	$5,882			$5,882
14	Prepare 100% Project Manual/Specifications			4.0	8.0	20.0										32.0	$5,459			$5,459
15	Prepare 100% Submittal Plans			2.0	4.0	6.0	8.0									20.0	$3,614			$3,614
16	Prepare 100% OPCC				2.0	4.0										6.0	$955			$955
17	100% QC Review Plans		6.0												1.0	7.0	$2,263			$2,263
18	Address 100% QC Review Comments				2.0	4.0	8.0									14.0	$2,353			$2,353
19	Address City 100% Comments				5.0	10.0	20.0									35.0	$5,882			$5,882
20	Submit to Utility Companies for Review & Conflict Resolution Coordination				1.0	8.0										9.0	$1,248		$180	$1,428
21	Coordination & Submital to TCEQ				2.0	4.0										6.0	$955			$955
22	Preparation of Construction Documents			1.0	2.0	3.0	4.0									10.0	$1,807		$114	$1,921
	Drawings																			
23	G-1 Cover Sheet				1.0	2.0	8.0									11.0	$1,875			$1,875
24	G-2 General Notes				1.0	6.0	12.0									19.0	$3,089			$3,089
25	G-3 Legend & Abbreviations				1.0	2.0	8.0									11.0	$1,875			$1,875
26	G-4 Layout Sheet 1 of 2 (1"-100' H Double Bank)				2.0	4.0	12.0									18.0	$3,052			$3,052
27	G-5 Layout Sheet 2 of 2 (1"-100' H Double Bank)				2.0	4.0	12.0									18.0	$3,052			$3,052
28	P-1 Plan & Profile 1"=40' H / 1"=4' V (FM 2004)				2.0	8.0	24.0									34.0	$5,663			$5,663
29	P-2 Plan & Profile 1"=40' H / 1"=4' V (FM 2004)				2.0	8.0	24.0									34.0	$5,663			$5,663
30	P-3 Plan & Profile 1"=40' H / 1"=4' V (FM 2004)				2.0	8.0	24.0									34.0	$5,663			$5,663
31	P-4 Plan & Profile 1"=40' H / 1"=4' V (FM 2004)				2.0	8.0	24.0									34.0	$5,663			$5,663
32	P-5 Plan & Profile 1"=40' H / 1"=4' V (FM 2004)				2.0	8.0	24.0									34.0	$5,663			$5,663
33	P-6 Plan & Profile 1"=40' H / 1"=4' V (FM 2004)				2.0	8.0	24.0									34.0	$5,663			$5,663
34	P-7 Plan & Profile 1"=40' H / 1"=4' V (Robinson Rd)				2.0	8.0	24.0									34.0	$5,663			$5,663
35	P-8 Plan & Profile 1"=40' H / 1"=4' V (Robinson Rd)				2.0	8.0	24.0									34.0	$5,663			$5,663
36	P-9 Plan & Profile 1"=40' H / 1"=4' V (Robinson Rd)				2.0	8.0	24.0									34.0	$5,663			$5,663
37	P-10 Plan & Profile 1"=40' H / 1"=4' V (Robinson Rd)				2.0	8.0	24.0									34.0	$5,663			$5,663
38	P-11 Plan & Profile 1"=40' H / 1"=4' V (Center St)				2.0	8.0	24.0									34.0	$5,663			$5,663
39	P-12 Plan & Profile 1"=40' H / 1"=4' V (Center St)				2.0	8.0	24.0									34.0	$5,663			$5,663
40	P-13 Plan & Profile 1"=40' H / 1"=4' V (Delasandri Dr)				2.0	8.0	24.0									34.0	$5,663			$5,663
41	P-14 Plan & Profile 1"=40' H / 1"=4' V (City Property to Discharge MH)				2.0	8.0	24.0									34.0	$5,663			$5,663
42	D-1 Sanitary Sewer Details 1				1.0	2.0	8.0									11.0	$1,875			$1,875
43	D-2 Sanitary Sewer Details 2				1.0	2.0	8.0									11.0	$1,875			$1,875
44	D-3 Sanitary Sewer Details 3				1.0	2.0	8.0									11.0	$1,875			$1,875
45	D-4 Pavement Repair Details 1				1.0	2.0	8.0									11.0	$1,875			$1,875
46	D-5 Miscellaneous Details 1				1.0	2.0	8.0									11.0	$1,875			$1,875
47	D-6 Miscellaneous Details 2				1.0	2.0	8.0									11.0	$1,875			$1,875
	Task 3 - Construction Administration																			
48	Attend Pre-Construction Conference Meeting			4.0												4.0	$1,127			$1,127
49	Attend 5 Monthly Construction Progress Meetings / Perform Site Visits			20.0												20.0	$5,634		$255	$5,889
50	Review of Submittals and RFIs			4.0	8.0	12.0										24.0	$4,431			$4,431
51	Attend Substantial and Final Completion Walkthroughs / Prepare Punch List			8.0												8.0	$2,253			$2,253
	Task 6 - Storm Water Pollution Prevention Plan																			
52	SWP-1 SWPPP (1'=100')			1.0	1.0	3.0	4.0									9.0	$1,587		$14	$1,601
53	SWP-2 SWPPP (1'=100')			1.0	1.0	3.0	4.0									9.0	$1,587		$14	$1,601
54	SWP-3 SWPPP Details 1 (NTS)			1.0	1.0	3.0	4.0									9.0	$1,587		$13	$1,600
	Task 7 - Traffic Control Plan																			
55	TCP-1 Typical Traffic Control Details 1			1.0	1.0	3.0	4.0									9.0	$1,587		$15	$1,602
56	TCP-2 Typical Traffic Control Details 2			1.0	1.0	3.0	4.0									9.0	$1,587		$13	$1,600
57	TCP-3 Typical Traffic Control Details 3			1.0	1.0	3.0	4.0									9.0	$1,587		$13	$1,600
58	TCP-4 Typical Traffic Control Details 4			1.0	1.0	3.0	4.0									9.0	$1,587		$13	$1,600

Item	Description / Task	Basic Services (HDR) - Estimated Manhours																	
		Principal (hrs)	QC Reviewer (hrs)	Client Manager (hrs)	Project Manager (hrs)	Engineer In Training (hrs)	CADD Operator (hrs)	Environ. Team Lead (hrs)	Sr. Env. Scientist (hrs)	Env. Scientist (hrs)	Cult. Res. Specialist (hrs)	Biologist (hrs)	GIS Analyst (hrs)	Project Accountant (hrs)	Project Coordinator (hrs)	Subtotal (hrs)	Subtotal (cost $)	Subconsultants (cost+10%)	Other Costs/Allowances	Total Fee
	Billing Rate	$ 382.94	$354.57	$281.68	$220.25	$128.50	$174.77	$213.06	$190.80	$114.48	$127.20	$120.84	$115.53	$121.09	$135.18					
	Task 8 - USACE Regulatory Permitting																			
59	USACE Regulatory Application and Coordination			4.0			28.0	40.0	12.0	126.0	53.0	20.0	10.0			293.0	$41,571		$532	$42,103
60	USACE 408 Application and Coordination			24.0				40.0	4.0	48.0						116.0	$21,541		$133	$21,674
	Task 9 - Record Drawings																			
61	As-Built Drawings			3.0	4.0		32.0									39.0	$7,319		$181	$7,500
	Subtotal HDR Services	**5.0**	**12.0**	**105.0**	**148.0**	**330.0**	**600.0**	**80.0**	**16.0**	**174.0**	**53.0**	**20.0**	**10.0**	**20.0**	**18.0**	**1591.0**	**$270,799**	**$0**	**$1,768**	**$272,567**
B	**Subconsultant Services**																			
1	Task 4 - Elevation and Topographic Survey Services																	$40,252		$40,252
2	Task 5 - Geotechnical Investigation Services																	$40,681		$40,681
	Subtotal Subconsultant Services																	**$80,933**		**$80,933**
HDR BASIC SERVICES HOURS		5.0	12.0	67.0	137.0	309.0	512.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	18.0	1,080.0				
HDR BASIC SERVICES COST		$1,915	$4,255	$18,873	$30,174	$39,708	$89,484	$0	$0	$0	$0	$0	$0	$2,422	$2,433		$189,263		$827	$190,090
ADDITIONAL SERVICES HOURS (HDR)		0.0	0.0	38.0	11.0	21.0	88.0	80.0	16.0	174.0	53.0	20.0	10.0	0.0	0.0	511.0				
ADDITIONAL SERVICES COST (HDR)		$0	$0	$10,704	$2,423	$2,699	$15,380	$17,045	$3,053	$19,920	$6,742	$2,417	$1,155	$0	$0		$81,536		$941	$82,477
ADDITIONAL SERVICES COST (SUBS)																		$80,933		$80,933
TOTAL - HDR SERVICES + SUBCONSULTANT SERVICES																	**$270,799**	**$80,933**	**$1,768**	**$353,500**

HDR SERVICES	**$272,567**
SUBCONSULTANT SERVICES	**$80,933**
TOTAL - HDR SERVICES + SUBCONSULTANT SERVICES	**$353,500**

ELLIS
SURVEYING SERVICES

LLC, PROFESSIONAL LAND SURVEYORS

HDR Engineering
4828 Loop Central Drive, Suite 800
Houston, Texas 77081

ATTACHMENT B1

Attn: Mr. Ryan Nokelby, PE

Date: July 1, 2026

RE: City of Hitchcock – Gulf Breeze Development 10" Forcemain Route Topo

Dear Mr. Nokelby

Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above referenced project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

Project Overview

Ellis Surveying Services to provide a topographic survey for use by HDR in the design of the 10" forcemain for the Gulf Breeze Development. Topographic route as shown of the attached HDR supplied route map.

Scope of Work

- The survey will be a total length of 7125 feet along the proposed force-main route starting on FM 2004 at 100' northeast of Blimp Base Blvd. and be within a 25-ft utility easement on the south side of FM 2004 with the survey to start at the southern pavement edge of FM 2004 and go to 30-ft past the south ROW line to Robinson Street. Typical full ROW survey along Robinson, Center, and Delasandri and a 25-ft width survey section in the City's property to get to the discharge manhole.
- The Diversionary Canal profile to be taken next to the existing bridge on Center Street, survey to include the top of water surface elevation and the bottom of the channel
- Cross sections at 100 foot intervals. Shots of sanitary manholes, water valves, and other utilities will be included in the survey. Sanitary and storm sewer invert elevations will be obtained. Existing culvert invert elevation and sized will be acquired.
- Survey will be prepared in accordance with HDR Engineering survey requirements with the exception that Ellis Surveying Services makes no warranty that all of the underground utilities within the project area have been depicted on the survey. Ellis Surveying Services will notify Texas One-Call of the survey date and request that all underground utilities be marked, all marked utility locations will be shown on the survey but the locations should be considered as approximate.
- Survey will be prepared relative to (Horizontal) State Plane Coordinates (NAD83) Texas South Central Zone (Vertical) NAVD88 Geoid18.
- Ellis survey will supply CAD files in ACAD C3D 2018 format and points files in P,N,E,Z,D format. All CAD and point files will be submitted in State Plane GRID coordinates relative to NAD83 US Survey feet. Files can be adjusted to ground distances by applying the average grid to ground scale factor for the project area.

2805 25th Ave. N
TEXAS CITY TX. 77590
TEL: 409-938-8700 FAX: 866-678-7685
info@ellissurvey.com
Texas Firm Reg. No. 100340-00

ELLIS
SURVEYING SERVICES

LLC, PROFESSIONAL LAND SURVEYORS

Fees, Budget & Schedule

Item No.	Description	Units	Unit Cost	Total
City of Hitchcock Gulf Breeze Development Topo				
1	FM 2004 (south side pavement to 30' past ROW)	2,050	$4.90	$10,045.00
2	Robinson Rd.	3,140	$4.90	$15,386.00
3	Center St.	1,100	$4.90	$5,390.00
4	Delasandri Dr.	660	$4.90	$3,234.00
5	City Tract	175	$4.90	$857.50
5	CONTROL DWG.	12	$140.00	$1,680.00
			TOTAL	$36,592.50

Standard Rate Schedule

Personnel	Billing Rate per Hour
Registered Professional Land Surveyor	$295.00
Field Crew Including Equipment	$335.00
CAD Technician	$165.00
Deed Research	$120.00
Rates Portal to Portal Texas City, Tx	

Please sign and return one original copy of this letter to signify your approval and acceptance. We appreciate this opportunity to serve you.

Sincerely,
Ellis Surveying Services

Contract offered this 1st day of July 2026 and open until 1st day of August 2026

_____
Robert Ellis RPLS

Contract accepted this _____ (Day) of _____20____.

By: _____

2805 25th Ave. N
TEXAS CITY TX. 77590
TEL: 409-938-8700 FAX: 866-678-7685
info@ellissurvey.com
Texas Firm Reg. No. 100340-00

GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive Houston, Texas 77036 Telephone: (713) 266-0588
Fax: (713) 266-2977

Proposal No. 114099
April 02, 2025

Mr. Ryan Nokelby, P.E.
Associate
HDR
4828 Loop Central Drive, Suite 700
Houston, TX 77081

ATTACHMENT B2

Re: Proposal for Geotechnical Services
Proposed Gulf Breeze Force Main
City of Hitchcock, Texas

Dear Mr. Nokelby:

In accordance with your request, Geotest Engineering, Inc. is pleased to submit this proposal for the referenced project.

The project consists of installation of 9,485 LF of 10-in force main along FM 2004 from Blimp Base Boulevard to Robinson Road and along Robinson Road from FM 2004 to Center Street and along Center Street from Robinson Road to Delansandri Drive in City of Hitchcock, Texas. The force main will be placed approximately 10 ft deep except at the canal crossing on Center Street near Delesandri Drive, where it will be approximately 20 to 25 feet deep. The proposed force main will be construction by opencut and trenchless at the canal crossing.

Purpose and Scope

The purpose of this investigation is to explore subsurface soil and water level conditions for the proposed force main in Hitchcock, Texas. The scope of this investigation is based on the information provided to us on April 1, 2025, and will include the following tasks:

- Calling Texas 811 and Coordinate with utility locators to get areas for the proposed boring locations cleared.
- Coordinate with TxDOT for lane closure/traffic control for drilling the proposed four (4) borings along FM 2004.

- Perform pavement coring at boring locations for boring access.
- Drilling and sampling nine (12) soil borings to depths ranging from 15 to 50 feet. The Proposed Boring Program is shown on Attachment No. 1 and the proposed Plan of Borings is shown on Figure 1
- Install one (1) piezometer at the canal crossing.
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Performing appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the open cut and trenchless method of construction(at the canal crossing). The recommendations will include a minimum of subsurface conditions, backfill and bedding, groundwater control (dewatering), trenchless installation, open trench excavations for auger pits, repair of subgrade (i.e. cement stabilized subgrade) due to construction activity and construction considerations.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that surveyors (Ellis Surveying Services) will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization or one (1) week after receiving TxDOT lane closure permits, whichever is later. It is estimated that the fieldwork will be completed in about one (1) week, barring bad weather. The laboratory tests will be completed in about four (4) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about eight (8) weeks after receiving the written authorization.

Cost

Based on the scope of work outlined above, the cost of field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of $36,983.00. The cost breakdown given in Attachment No. 2 is for additional information only. The invoices will be billed on Lumpsum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588.

Sincerely,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410

P. Rony.

Rony Nishanth Peremu, E.I.T.
Assistant Project Manager

K. Naresh

Naresh Kolli, P.E.
Sr. Project Manager

Copies Submitted: (1-PDF)
Enclosure: Figure 1-Proposed Plan of Borings
Attachment No. 1 – Proposed Boring Program
Attachment No. 2 – Cost Breakdown
PC35\Geotechnical Proposals\1140718899.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment No. 1
PROPOSED BORING PROGRAM

Boring Locations	Proposed Borings			Proposed Piezometer		
	Number	Depth, (feet)	Total Footage (feet)	Number	Depth, (feet)	Total Footage (feet)
FM 2004	4	15	60			
Robinson Street	5	15	75			
Center Street	2	50	100	1	50	50
Delesandri Drive	1	15	15			
Total	**12**		**250**	**1**		**50**

Attachment No. 2
COST BREAKDOWN

	QUANTITY	UNIT RATE	COST
Engineering Services			
Principle Engineer	4.00 hrs.	$266.00	$1,064.00
Sr Engineer	12.00 hrs.	$218.00	$2,616.00
Graduate Engineer	48.00 hrs.	$122.00	$5,856.00
Support Personnel (Drafting, Word Processing)	8.00 hrs.	$75.00	$600.00
		Subtotal	**$10,136.00**
Subsurface Field Investigation			
Mobilization/Demobilization of Truck Mounted Drill Rig and Crew	1 LS	$800.00	$800.00
Drilling and Continous Sampling from 0 to 20 ft.	190 ft.	$27.00	$5,130.00
Drilling and Intermittent Sampling from 20 to 50 ft.	60 ft.	$24.00	$1,440.00
Grouting of Completed Bore Holes	250 ft.	$13.00	$3,250.00
Pavement Coring	12 Min	$110.00	$1,320.00
Piezometer Installation	50 ft.	$45.00	$2,250.00
Traffic Control (Minor Street)	2 day	$900.00	$1,800.00
Traffic Control Cost for Tx DOT Lane Closure (FM 2004)	1 day	$1,900.00	$1,900.00
Marking Borings, Utilities Clearance, Field Coordination and Logging	25 hrs.	$96.00	$2,400.00
Vehicle Charge	21 hrs.	$13.00	$273.00
		Subtotal	**$20,563.00**
Laboratory Tests			
Liquid and Plastic Limits	25 ea.	$76.00	$1,900.00
Moisture Content	82 ea.	$12.00	$984.00
Percent Passing No. 200 Sieve	25 ea.	$59.00	$1,475.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	25 ea.	$77.00	$1,925.00
		Subtotal	**$6,284.00**
		Total	**$36,983.00**

OPINION OF PROBABLE CONSTRUCTION COSTS					
City of Hitchcock					
REVISED SEPTEMBER 2026					
Gulf Breeze Off-Site 10-Inch Force Main Bypass					
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QUAN.**	**UNIT PRICE**	**TOTAL AMOUNT**
A) FM 2004 NEW LIFT STATION FORCE MAIN ITEMS					
4	10" Force Main by trenchless construction	LF	9,150	$ 100.00	$ 915,000.00
5	10" Force Main by directional drill under Highland Bayou Diversionary Canal	LF	400	$ 485.00	$ 194,000.00
6	18" Steel Casing by trenchless construction	LF	500	$ 385.00	$ 192,500.00
7	Air release valves at force main high points	EA	6	$ 10,000.00	$ 60,000.00
8	Connect proposed sanitary sewer force main pipe to lift station discharge piping	EA	1	$ 4,500.00	$ 4,500.00
9	Remove and replace 5-foot diameter precast concrete manhole, including reconnection of existing sewer mains and new force main drop connection	EA	1	$ 20,000.00	$ 20,000.00
10	Trench safety, all depths	LF	9,150	$ 2.00	$ 18,300.00
	SUB-TOTAL FM 2004 NEW LIFT STATION FORCE MAIN ITEMS (A):				**$ 1,404,300.00**
	10% CONTINGENCY & MARKET VOLATILITY):				**$ 140,433.00**
	TOTAL OPINION OF PROBABLE CONSTRUCTION COST:				**$ 1,544,733.00**
	ENGINEERING (BASED ON 2026 HDR PROPOSAL):				**$ 353,500.00**
	TOTAL PROJECT COST (ENGINEERING + CONSTRUCTION):				**$ 1,898,233.00**

*Any opinion of construction costs prepared by HDR is supplied for the general guidance of the Client only. Since HDR has no control over competitive bidding or market conditions, HDR cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

CITY COUNCIL AGENDA REPORT

DATE: September 9, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: Right-of-Way Solutions Acquisition Services

RECOMMENDATION: Recommend approval of a Professional Services Agreement with Right-of-Way Solutions, Inc, to provide Right-of-Way acquisition services in connection with the Gulf Breeze Project.

BACKGROUND: Right-of-Way Solutions, Inc, will furnish qualified personnel to assist the City with right-of-way related services for the Gulf Breeze Offsite Easements Project, including acquisition services for the project, project administration, title review coordination, appraisal coordination, negotiation, preparation of condemnation-support packages, and closing/settlement services as described in the Scope of Services.

Right-of-Way Solutions, Inc, will be paid a fee of $4,000 per parcel processed under the Agreement. Approximately 18 parcels may be processed under the terms of the Agreement for an estimated not to exceed total costs of $72,000. Right-of-Way Solutions, Inc., will invoice the City only for parcels on which services have been performed. Consultant shall not exceed the not-to-exceed amount or the estimated parcel count without prior written approval in writing from the City.

DISCUSSION: Section 5.7.a., 5.7.b, and 5.8.a. of the Amended and Restated Gulf Breeze Alternative Finance Agreement stipulates that the Gulf Breeze developer is responsible for design and construction of certain water and sanitary improvements along FM 2004, including the cost of acquisition of related easements.

FISCAL IMPACT/SOURCE OF FUNDING: All costs associated with the acquisition of easements for the Gulf Breeze Project will be the responsibility of the developer. The agreement with Right-of-Way Solutions will become effective once the contract amount is funded by the developer into the City's Gulf Breeze Escrow fund account.

Submitted by:
Marie Gelles

Approved by:

Marie Gelles

ATTACHMENTS/ADDITIONAL INFORMATION:
Right-of-Way Solutions Agreement

PROFESSIONAL SERVICES AGREEMENT
RIGHT-OF-WAY ACQUISITION SERVICES — GULF BREEZE OFFSITE EASEMENTS PROJECT

This Professional Services Agreement (this "Agreement") is entered into effective as of _____, 2026 (the "Effective Date"), by and between the **City of Hitchcock, Texas**, a Texas home-rule municipal corporation (the "City"), and **Right-of-Way Solutions, Inc.**, a Texas corporation with offices at 19901 Southwest Freeway, Sugar Land, Texas 77479 ("Consultant"). The City and Consultant are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City requires right-of-way acquisition services in connection with the acquisition of easements over approximately eighteen (18) tracts of land for the Gulf Breeze Offsite Easements Project (the "Project");

WHEREAS, Consultant submitted a proposal to the City dated December 4, 2025, together with a Scope of Services (Exhibit "A"), describing the right-of-way acquisition services Consultant proposes to perform for the Project; and

WHEREAS, the City desires to engage Consultant, and Consultant desires to be engaged, to perform such services on the terms set forth in this Agreement;

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

1. SCOPE OF SERVICES

Consultant shall furnish qualified personnel to perform right-of-way acquisition services for the Project, including project administration, title review coordination, appraisal coordination, negotiation, preparation of condemnation-support packages, and closing/settlement services, all as more particularly described in the Scope of Services attached as Exhibit "A" and incorporated herein by reference (the "Services"). In the event of any conflict between the body of this Agreement and Exhibit "A," the body of this Agreement controls.

Consultant shall perform the Services in accordance with generally accepted right-of-way acquisition industry standards and applicable law. Consultant is not engaged to, and shall not, render legal advice or prepare legal pleadings on behalf of the City; the City Attorney retains sole responsibility for legal advice, condemnation petitions, and other legal instruments, and Consultant's condemnation-file preparation under Section 6 of Exhibit "A" is limited to compiling factual, valuation, and negotiation-history materials for the City Attorney's use.

2. PERSONNEL; LICENSING REPRESENTATION

Consultant represents and warrants that each individual it assigns to perform negotiation,

offer-presentation, or acquisition functions under this Agreement holds all licenses, certificates, and registrations required by applicable law, including, without limitation, a current right-of-way agent certificate issued by the Texas Real Estate Commission under Texas Occupations Code § 1101.501 et seq., to the extent such certificate is required for the activities performed. Consultant shall provide the City, upon request, with the name and registration number of each such individual before that individual has contact with a property owner and shall promptly notify the City of any change in an assigned individual's licensure status.

3. COMPENSATION

The City shall pay Consultant a fee of Four Thousand and No/100 Dollars ($4,000.00) per parcel actually processed under this Agreement. The Parties estimate the Project will involve approximately eighteen (18) parcels, for an estimated not-to-exceed total of Seventy-Two Thousand and No/100 Dollars ($72,000.00). Consultant shall invoice the City only for parcels on which Services have actually been performed, itemized by parcel and by the applicable milestone described in Section 4 below; Consultant is not entitled to payment for a parcel on which no Services have been performed.

Consultant shall not exceed the not-to-exceed total, and shall not exceed the estimated parcel count, without the City's prior written consent. Any request to exceed the not-to-exceed amount must be submitted in writing and approved in writing by the City before the additional Services are performed. This Agreement does not obligate the City to refer any minimum number of parcels to Consultant.

4. INVOICING AND PAYMENT MILESTONES

Unless otherwise agreed in writing, Consultant's fee for each parcel shall be invoiced as follows, and the City shall pay each properly submitted, undisputed invoice within thirty (30) days of receipt:

(a) twenty-five percent (25%) upon delivery of the initial written offer to the property owner for that parcel;

(b) fifty percent (50%), less amounts previously paid, upon the earlier of (i) execution of a negotiated agreement with the property owner, or (ii) referral of the parcel to the City Attorney for condemnation under Section 5.12 of Exhibit "A"; and

(c) the remaining balance upon closing, recording, or, in the case of a condemned parcel, delivery of the closing file to the City under Section 7.3 of Exhibit "A."

Each invoice shall be accompanied by the parcel-specific supporting documentation described in Section 3 of Exhibit "A" (negotiator contact reports, correspondence, and payment records).

5. TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and continues until the Services for all referred parcels are complete, unless earlier terminated as provided below, but in

no event longer than twenty-four (24) months from the Effective Date unless extended by written amendment signed by both Parties.

5.2 Termination for Convenience. The City may terminate this Agreement, in whole or as to any parcel not yet referred, for convenience and without cause upon thirty (30) days' written notice to Consultant. Upon such termination, the City shall pay Consultant only for Services actually performed through the effective date of termination, as determined in accordance with the milestones set forth in Section 4.

5.3 Termination for Cause. Either Party may terminate this Agreement for the other Party's material breach if the breach is not cured within fifteen (15) days after written notice describing the breach.

5.4 Effect of Termination. Upon termination for any reason, Consultant shall promptly deliver to the City all parcel files, negotiation records, correspondence, and other documents relating to the Services, in both hard copy and PDF format, as required by Section 3.5 of Exhibit "A."

6. SETTLEMENT AND CONTRACTING AUTHORITY

Consultant has no authority to bind the City to any acquisition price, easement term, or other agreement with a property owner. All offers, counteroffers, and settlements are subject to the City's prior written approval, and, where required by the City's purchasing policy or applicable law, approval of the City Council. Consultant's role in negotiations is to recommend terms to the City and to convey the City's approved offers to property owners; execution of any binding instrument on the City's behalf requires a duly authorized City signatory.

7. EMINENT DOMAIN COMPLIANCE

To the extent any parcel proceeds toward condemnation, Consultant shall perform the Services and shall prepare all forms and offer letters, in a manner that enables the City to comply with Chapter 21 of the Texas Property Code, including without limitation:

(a) providing the landowner's bill of rights statement required by Texas Property Code § 21.0112 at or before the time the City first represents to a property owner that it possesses eminent domain authority, and no later than as otherwise required by that section;

(b) structuring initial and final offers to satisfy the bona fide offer requirements of Texas Property Code § 21.0113, including disclosure of appraisal reports as required by that section; and

(c) ensuring that any instrument conveying an easement contains the terms required by Texas Property Code § 21.0114.

Consultant shall use the City's standard acquisition forms referenced in Exhibit "A," and shall promptly notify the City in writing if Consultant identifies any respect in which those forms may not satisfy the requirements of this Section.

8. COORDINATION WITH CITY ATTORNEY; CONFIDENTIALITY OF LITIGATION MATERIALS

Materials Consultant prepares under Section 5.12 and Section 6 of Exhibit "A" at the direction of, or for use by, the City Attorney are prepared in anticipation of litigation. Consultant shall treat such materials, and any related communications with the City Attorney, as confidential, and shall not disclose them to any third party, including a property owner or the owner's representative, without the prior written consent of the City Attorney.

9. PUBLIC INFORMATION; RECORDS

Consultant acknowledges that parcel files, negotiation records, appraisal materials, and related documents prepared or maintained by Consultant under this Agreement are collected, assembled, and maintained on behalf of the City and may constitute public information subject to the Texas Public Information Act, Texas Government Code Chapter 552. Consultant shall preserve such records in accordance with the City's records retention schedule and shall notify the City in writing within three (3) business days of receiving any request for such records, whether directed to Consultant or to the City. Consultant shall not respond directly to any such request without the City's prior written authorization.

10. CONFLICTS OF INTEREST

Consultant represents that, as of the Effective Date, neither Consultant nor any individual it assigns to the Project has a financial interest in, or a current or prior representation of, any property owner of a parcel referred under this Agreement, except as disclosed in writing to the City before Consultant is assigned to that parcel. Consultant shall promptly disclose to the City in writing any conflict of interest, or the appearance of one, that arises during the term of this Agreement, and shall not accept any gift, fee, commission, or other consideration from a property owner in connection with the Services.

11. INSURANCE

Before commencing the Services, Consultant shall obtain and maintain, at its own expense, the following minimum insurance coverages, and shall furnish the City with certificates of insurance evidencing such coverage, naming the City as an additional insured on the commercial general liability and automobile liability policies:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 each occurrence / $2,000,000 general aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation and Employer's Liability	Statutory / $1,000,000 each accident
Professional Liability (Errors & Omissions)	$1,000,000 each claim / $1,000,000

	annual aggregate, maintained for two (2) years after completion of the Services

Consultant shall not commence Services for any parcel until the City has received and approved the required certificates of insurance.

12. INDEMNIFICATION

CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, OR ITS SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CITY. THIS SECTION DOES NOT WAIVE, AND SHALL NOT BE CONSTRUED TO WAIVE, ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE CITY UNDER TEXAS LAW.

13. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee, partner, or joint venturer of the City. Except as expressly authorized in writing by the City for a specific parcel, Consultant has no authority to act as the City's agent for purposes of binding the City to any contract, conveyance, or other obligation.

14. ASSIGNMENT

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except that Consultant may not assign or subcontract the negotiation of any parcel to an individual who does not meet the licensing requirements of Section 2.

15. NOTICES

All notices under this Agreement must be in writing and delivered by hand, by certified mail return receipt requested, or by email with confirmation of receipt, to the addresses set forth on the signature page, or such other address as a Party designates in writing.

16. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles. Venue for any dispute arising under this Agreement lies exclusively in the state courts of Galveston County, Texas, or, if federal jurisdiction exists, the United States District Court for the Southern District of Texas, Galveston Division.

17. DISPUTE RESOLUTION

Before initiating litigation, the Parties shall attempt in good faith to resolve any dispute arising under this Agreement through direct negotiation between the City Manager (or designee) and Consultant's designated representative for at least fifteen (15) days after written notice of the dispute. This Section does not limit either Party's right to seek injunctive relief.

18. GOVERNMENTAL IMMUNITY

Nothing in this Agreement waives or is intended to waive any governmental, sovereign, or official immunity to which the City or its officers, employees, or agents are entitled under Texas or federal law. This Agreement is not intended to, and does not, create any right enforceable by any person not a Party to it.

19. ENTIRE AGREEMENT; EXHIBITS; AMENDMENT

This Agreement, together with Exhibit "A" (Scope of Services) and Exhibit "B" (Fee Schedule), constitutes the entire agreement between the Parties regarding the Services and supersedes all prior proposals, negotiations, and agreements, whether written or oral, including Consultant's proposal letter dated December 4, 2025, except to the extent Exhibits "A" and "B" are expressly incorporated. This Agreement may be amended only by a written instrument signed by both Parties.

20. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF HITCHCOCK, TEXAS

By: _____
Name: _____
Title: _____
Date: _____
Address: 8102 Highway 6, Hitchcock, TX 77563

RIGHT-OF-WAY SOLUTIONS, INC.

By: _____
Name: Kevin Stephenson
Title: President
Date: 08/31/26
Address: 19901 Southwest Freeway, Sugar Land, TX 77479

EXHIBIT "A"

SCOPE OF SERVICES

Basic Services. This Scope of Services covers the requirements for Consultant to furnish qualified personnel to assist the City with right-of-way related services for the Gulf Breeze Offsite Easements Project, including acquisition, negotiation, preparation of condemnation-support packages, and settlement/closing services. The City will contract separately with appraisers, title companies, surveyors, environmental engineers, and real estate and condemnation attorneys as needed. Consultant will use the City's standard acquisition schedule, forms, and documents.

Phase I: Project Administration

1. Project Kick-Off Meeting

(1.1) Attend a preliminary kick-off meeting with the City to discuss the Project.
(1.2) Collect, review, and verify existing information and other information provided by the City (or others), such as surveys, public and private utility data, topographic maps, right-of-way acquisition maps, record drawings, and preliminary or other plans and drawings, and be responsible for such information as used in connection with the Services performed.
(1.3) Discuss Project requirements and the delineation of Consultant's responsibilities.
(1.4) Discuss individual parcels and their relationship to the Project as a whole.

2. Communication

(2.1) Maintain current status reports of all parcel and Project activities and provide them monthly or as requested by the City.
(2.2) Provide monthly summaries of Project expenses, including amounts authorized, amounts paid, and budget forecasting, or less frequently as required by the City.
(2.3) Attend monthly progress meetings to discuss progress, schedule, problems, and resolutions, or as requested by the City.

3. File Management

(3.1) Create individual parcel files per City standards.
(3.2) Maintain copies of all correspondence and contacts with property owners.
(3.3) Prepare invoices using the City's standard payment submission forms with supporting documentation.
(3.4) Maintain records of all payments, amounts, and dates paid.
(3.5) Furnish individual parcel files to the City in hard-copy and PDF format.

4. Appraisal Coordination

(4.1) Perform the duties required to coordinate the appraisal process and review appraisals to conform to, and obtain, the City's final approval.

Phase II: Land Acquisition

1. Title Services

(1.1) Review the preliminary title commitment or preliminary title search. The cost of preliminary title work will be paid by the City and is not included in this Scope of Services.
(1.2) Analyze the preliminary title report to determine potential title problems and propose methods to cure title deficiencies.

2. Negotiations

(2.1) Review all appraisal reports for each parcel for consistency of values and supporting documentation.
(2.2) Make initial contact with each landowner by informational letter describing the Project and its impact on the landowner's property.
(2.3) Follow up initial contact with a phone call to schedule a face-to-face meeting with the landowner if possible.
(2.4) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the City, on applicable City forms.
(2.5) Meet in person and negotiate in good faith with the landowner to reach an agreement and compensation beneficial to both the owner and the City, subject to Section 6 of this Agreement.
(2.6) Present the written offer in person where practical and deliver the appraisal report.
(2.7) Maintain follow-up contact and secure the necessary instruments upon acceptance of the offer for closing.
(2.8) Respond to property owner inquiries verbally and in writing in a timely fashion.
(2.9) Prepare a negotiator contact report for each parcel, for each contact.
(2.10) Advise the property owner of the administrative settlement process; transmit to the City any written counteroffer, with supporting documentation and Consultant's recommendation.
(2.11) When good-faith negotiations fail after at least two face-to-face meetings and reasonable effort, provide the City with evidence of negotiations and meet with the City to discuss further action, subject to Section 7 of this Agreement.
(2.12) When the prescribed date for an administrative offer passes without landowner response, prepare a condemnation file according to the City's direction and in conjunction with the City Attorney's request, subject to Section 8 of this Agreement.
(2.13) Prepare the final offer letter and conveyance documents as necessary.
(2.14) Perform the duties required to secure agreements allowing the Project to proceed.
(2.15) Perform the duties required to acquire temporary construction licenses from landowners when required.

Phase III: Closing

1. Closing Services — Settlement

(1.1) Title services, title insurance commitments and policies, closing and escrow

services, and title commitment updates will be provided by the title company selected by the City.

(1.2) Attend closing as needed and provide closing services to support the title company.

(1.3) Record all original instruments, when applicable, immediately after closing at the appropriate County Clerk's office, except for donations, which shall be forwarded to the City for acceptance before closing.

(1.4) Coordinate with the title company to secure all documents necessary to transfer clear title to the City.

(1.5) Prepare the TREC-promulgated Unimproved Property Contract, if required by the title company, subject to Section 2 of this Agreement.

(1.6) Furnish recording information and copies of recorded documents to the City.

(1.7) Assist the property owner and title company in curing title to complete the transaction.

2. Closing Services — Condemnation

(2.1) Maintain a copy of the condemned parcel file. In the event of a judgment or award, coordinate with the City's right-of-way coordinator to obtain copies of all executed post-hearing documents for the condemned parcel (award, final judgment, deposit letter).

(2.2) If a settlement is agreed upon by both parties before condemnation, coordinate with the City Attorney to complete all necessary procedures to close the file.

(2.3) Provide all closing files to the City.

EXHIBIT "B"
FEE SCHEDULE

Estimated Parcels	Fee Per Parcel	Estimated Total
18	$4,000.00	$72,000.00

Fee is payable per parcel actually processed, per the milestone schedule in Section 4 of this Agreement, and shall not exceed the estimated total without the City's prior written consent.

CITY COUNCIL AGENDA REPORT

DATE: September 10, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Community Development

SUBJECT: 5 Year Employee Service Award for Henry DeBord

RECOMMENDATION: Presentation of 5 Year Employee Service Award to Henry DeBord in recognition of his commitment to excellence and dedicated service to the City of Hitchcock.

BACKGROUND: Henry DeBord joined the City of Hitchcock as the Building Inspector on September 7, 2021. During his tenure with the city, Henry has continually gone above and beyond the requirements of his position. His knowledge of the building code requirements has always been excellent and his willingness to accommodate citizen and contractor requests whenever possible has been particularly noteworthy.

When not performing inspections, Henry has spent his time in the field identifying violations of city building codes and ordinances to protect public health and safety in the city. Henry has developed many strong relationships with contractors and citizens that have facilitated developments throughout the city in compliance with the requirements of flood, windstorm and International Building Codes.

DISCUSSION: City Council to recognize Henry DeBord's service to the City of Hitchcock

FISCAL IMPACT/SOURCE OF FUNDING: N/A

Submitted by:

_____

Approved by:

Marie Gellen

ATTACHMENTS/ADDITIONAL INFORMATION:

CITY COUNCIL AGENDA REPORT

DATE: September 14, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Police Department

SUBJECT: Recognition of Tenure - Assistant Chief Jeffery Evans - 5 years of service to Hitchcock Police Department.

RECOMMENDATION:

BACKGROUND: Assistant Chief Evans has faithfully served the Hitchcock Police Department for five years, demonstrating professionalism, integrity, and an unwavering commitment to the safety and well-being of the Hitchcock community. Throughout his tenure, he has served in a variety of capacities, consistently exhibiting leadership, sound judgement, and dedication to the department's mission and core values. His experience and commitment have contributed significantly to the department's operational success and the development of its personnel.

DISCUSSION: Recognition of employee service milestones is an important opportunity to acknowledge the dedication and professionalism of those who serve the City of Hitchcock. Assistant Chief Evans' five years of service reflect a sustained commitment to public safety and the citizens of Hitchcock. This recognition honors his contributions to the Police Department and expresses the City's appreciation for his continued service and leadership. Staff recommends that the City Council formally recognize Assistant Chief Evans for this significant career milestone and extend its gratitude for his five years of dedicated service to the community.

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted by:

Wilmon C. Smith

Approved by:

Mari Gelles

ATTACHMENTS/ADDITIONAL INFORMATION:

CITY COUNCIL AGENDA REPORT

DATE: September 10, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Community Development

SUBJECT: 5 Year Employee Service Award for Lisa Clements

RECOMMENDATION: Presentation of 5 Year Employee Service Award to Lisa Clements in recognition of her commitment to excellence and dedicated service to the City of Hitchcock.

BACKGROUND: Lisa Clements joined the City of Hitchcock October 19, 2021. She has served as the city's Permit Clerk in the Community Development Department throughout her tenure with the city. Lisa has been instrumental in the continual evolution and improvement of the city's permitting system. Lisa has continually gone above and beyond the requirements of her position. Her curiosity and inquisitive nature have identified numerous opportunities for improvement. Lisa has been a strong advocate for improvements in the city, and her interpersonal skills have facilitated citizen engagement. She has often demonstrated a willingness to accommodate citizen and contractor requests whenever possible.

Of special note, Lisa took a strong lead in working with i-Worqs personnel to tailor their permit system to the needs of our city. She was instrumental in the effort to adopt the on-line credit card payment capability for fee payments.

DISCUSSION: City Council to recognize Lisa Clements for her service to the City of Hitchcock

FISCAL IMPACT/SOURCE OF FUNDING: N/A

Submitted by:

_____

Approved by:

Mari Geller

ATTACHMENTS/ADDITIONAL INFORMATION:

CITY COUNCIL AGENDA REPORT

DATE: September 14, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Mayor

SUBJECT: Accepting the resignation of the City Manager

RECOMMENDATION: Accepting the resignation of Marie Gelles as City Manager for the City of Hitchcock effective September 25, 2026.

BACKGROUND:

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted by:

_____

Approved by:

_____

ATTACHMENTS/ADDITIONAL INFORMATION:
Statement of Resignation

CITY OF HITCHCOCK

8102 Highway 6 · PO Box 48 Hitchcock, Texas 77563 · Tel: 409-986-5591 · Fax: 409-986-6903
www.cityofhitchcock.org

August 24, 2026

City Manager Resignation Statement

After more than seven years serving the City Council and residents of Hitchcock as City Manager, including the distinction of serving as the City's first City Manager, I am submitting my resignation with deep gratitude for the opportunity to serve. I am proud of what we accomplished together and grateful to the people of Hitchcock for entrusting me with the opportunity to serve and contribute to this community.

As I reflect on that service, I am especially proud of the progress the city made during a period that began with significant fiscal challenges. Through disciplined financial management, we consistently achieved positive fund balances, strengthened the City's financial position, and helped create a more stable long-term outlook for Hitchcock.

Over the past seven years, we built a capable executive leadership team, strengthened the administration, and implemented procedures that made City operations more efficient, effective, and transparent. These institutional improvements will continue to benefit Hitchcock and its residents for years to come.

Together, we achieved significant milestones. We completed the development of a new City Hall, acquired the Good Ole Days Park property, and secured property for the future development of a new Police Station. We also pursued economic development opportunities that led to new residential subdivisions, including The Oaks, Sunset Grove, and Parkview Estates, helping position Hitchcock for future growth. To support future growth, the city acquired additional water supply thereby increasing its daily water supply allotment from 1.5 MGD to 2.0 MGD.

In addition, we undertook important community revitalization efforts, including the rehabilitation of a previously condemned apartment complex, reducing blight throughout the city, improving drainage infrastructure, and enhancing the overall quality of life for residents. We significantly increased the number of grants awarded to the city and secured $27 million from the Texas Water Development Board for critical improvements to the City's wastewater treatment plant and collection system, helping ensure that our infrastructure is prepared to meet future demands.

We also strengthened community engagement and quality of life by reconstituting the Parks and Recreation Board and establishing the annual Christmas Tree Lighting and Market, now a valued tradition that brings residents together during the holiday season.

After more than 35 years in public service, I believe this is the right time to make way for new leadership and new opportunities for the City. As I am preparing to depart, I do so with gratitude for

a career in which I have sought to give my full measure of dedication, professionalism, and commitment to public service. I hope that my years of service have left the city organization and the Hitchcock community stronger, more resilient, and better positioned for the future.

During this transition, I will work closely with the City Council and leadership team to help ensure that programs, projects, and services continue without disruption and that the community remains well served.

I offer each one of you a sincere and genuine "thank you" for allowing me to serve the City of Hitchcock. I wish the city, its residents, elected officials, and employees continued success in the years ahead, as Hitchcock continues its upwards trajectory towards a brighter and better future for all.

Sincerely,



Marie Gelles
City Manager

ITEM # 5

CITY OF HITCHCOCK TEXAS
COMMUNITY MEETS COMMERCE

CITY COUNCIL AGENDA REPORT

DATE: September 9, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: Plan of Finance Resolution for the Gulf Breeze Project

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RECOMMENDATION: Recommend approval of a Resolution of the City Council of the City of Hitchcock, Texas approving a Plan of Finance in connection with the proposed issuance, sale and delivery of the City of Hitchcock, Texas Special Assessment Revenue Bonds, Series 2026 (Gulf Breeze Public Improvement District Improvement Area #1 A Project) and the City's Certificates of Obligation, Series 2026 including the preparation of financing and offering documents; and making other provisions regarding matters incident thereto

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BACKGROUND: On November 15, 2021, City Council adopted a resolution authorizing and creating the Gulf Breeze Public Improvement District. The City is considering issuing special assessment revenue bonds (PID Bonds) and certificates of obligation (COs) to pay and finance certain costs associated with Improvement Area #1A of the Gulf Breeze Public Improvement District and certain public infrastructure improvements related to the Gulf Breze Project.

The City's Municipal Advisor Andre Ayala, Hilltop Securities Inc. will present a proposed plan of finance in connection with the issuance of the special assessment revenue bonds and the certificates obligation for the financing of certain infrastructure improvements related to the Gulf Breeze Project.

DISCUSSION: On December 16, 2024, the City Council approved the Amended and Restated Gulf Breeze Alternative Financing Agreement (Financing Agreement). Under the terms of the Financing Agreement, the City is responsible for the design and installation of approximately 11,265 linear feet of 10-inch diameter sewer force main to connect to the offsite 1,100 GPM lift station on the east side of FM 2004, just south of Avenue G, provided by the Gulf Breeze Development. The preliminary cost estimate for the force main project is $1,900,000.

FISCAL IMPACT/SOURCE OF FUNDING: The PID Bonds will be secured and payable solely from special assessments levied on the landowners within Improvement Area #1A of the Gulf Breeze Public Improvement District. The PID Bonds will not be secure by any other revenues of the City other than the Improvement Area #1A special assessments and will not be an obligation or debt of the City secured by property taxes or any other revenue to the City such as utility system revenues.

To meet the City's contractual obligation, it is necessary for the City to authorize a Resolution approving a notice of intent for the issuance of the City of Hitchcock, Texas Not to Exceed $2,000,000 Certificates of Obligation, Series 2026 on November 16, 2026. The certificates of obligation are to be secured by the City's debt service property tax revenues and utility system revenues. The City expects to repay the Certificates of Obligation, Series 2026 with net/surplus utility system fund revenues only.

Submitted by:
Marie Gelles

_____

Approved by:

Marie Gelles

_____

ATTACHMENTS/ADDITIONAL INFORMATION:
Plan of Finance Resolution

RESOLUTION NO. 2026-017

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HITCHCOCK, TEXAS APPROVING A PLAN OF FINANCE IN CONNECTION WITH THE PROPOSED ISSUANCE, SALE AND DELIVERY OF THE CITY OF HITCHCOCK, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (GULF BREEZE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT) AND THE CITY'S CERTIFICATES OF OBLIGATION, SERIES 2026 INCLUDING THE PREPARATION OF FINANCING AND OFFERING DOCUMENTS; AND MAKING OTHER PROVISIONS REGARDING MATTERS INCIDENT THERETO.

WHEREAS, the City of Hitchcock, Texas (the "City) on November 15, 2021, adopted a resolution authorizing and creating the Gulf Breeze Public Improvement District (the "PID"); and

WHEREAS, the City is considering issuing bonds or other obligations ("PID Bonds") and certificates of obligation ("COs") to pay or finance certain of the costs associated with the development of the PID and certain public infrastructure improvements related to the PID; and

WHEREAS, the City's Finance Advisor, Hilltop Securities Inc. ("Hilltop") has presented a proposed plan of finance in connection with the financing of certain infrastructure improvements related to the PID; and

WHEREAS, the City Council of the City (the "City Council") wishes to approve a plan of finance in connection with the financing of certain infrastructure improvements related to the PID (the "Plan of Finance") and wishes to direct Hilltop and the City's Bond Counsel, Jackson Walker LLP to move forward with the preparation of all financing and offering documents to be used in connection with the sale and issuance of the PID Bonds and COs and the preparation of certain certificates, financing statements, instruments and other ancillary documents relating to the PID Bonds and COs, as provided herein;

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

Section 1. That the findings set forth in the recitals in this Resolution are found to be true and correct.

Section 2. That in connection with the issuance, sale and delivery of the PID Bonds and COs, the City hereby approves a Plan of Finance for the financing of certain infrastructure improvements related to the PID and further directs Hilltop and Jackson Walker LLP to move forward with the preparation of all necessary agreements, certificates, instruments and other documents, including without limitation one or more PID bond ordinances, COs ordinances, resolutions, indentures, supplemental indentures, bond purchase agreements and offering documents to be used by the underwriters, together with all ancillary and related documents that may be necessary or desirable in connection with the transactions.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor, City Manager, Assistant City Manager/Finance Director and City Secretary, and other appropriate representatives of the City (the "Authorized Representatives") are hereby authorized and directed by the City Council to do and perform all acts and things and to execute, acknowledge and deliver in the name, under the seal and on behalf of the City all documents, agreements, certificates, financing statements, instruments and other items, whether or not herein mentioned, as are necessary or desirable to carry out the terms and provisions of this Resolution.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public 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 Resolution and the subject matter thereof has been discussed, considered and formally acted upon.

Section 6. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

DULY RESOLVED by the City Council of the City of Hitchcock, Texas, on the 21st day of September 2026.

CITY OF HITCHCOCK, TEXAS

_____
Christopher E. Armacost, Mayor
City of Hitchcock

ATTEST:

_____
Debbie C. Nesbitt, City Secretary
City of Hitchcock

APPROVED AS TO FORM:

_____
Kyle L. Dickson, City Attorney
City of Hitchcock

ITEM # 6

CITY OF HITCHCOCK TEXAS
COMMUNITY MEETS COMMERCE

CITY COUNCIL AGENDA REPORT

DATE: September 9, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: Notice of Intent to Issue Certificates of Obligation

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RECOMMENDATION: Recommend approval of a Resolution authorizing publication of notice of intention to issue Certificates of Obligation for the design, acquisition, construction and improvements of certain public works, authorizing distribution of an official statement or private placement memorandum (if needed) relating to such series of certificates and authorizing certain other matters relating thereto.

BACKGROUND: On December 16, 2024, the City Council approved the Amended and Restated Gulf Breeze Alternative Financing Agreement. Prior to the issuance of the Certificates of Obligation, the City anticipates considering the approval of a Second Amended and Restated Gulf Breeze Alternative Financing Agreement amending certain terms and extending the termination date of such Agreement. Under the terms of the agreement, the City is responsible for the design and installation of approximately 9,550 linear feet of 10-inch diameter sewer force main to connect to the offsite 1,100 GPM lift station on the east side of FM 2004, just south of Avenue G, provided by the Gulf Breeze Development. The preliminary cost estimate for force main project is $1,900,000.

To meet the City's contractual obligation, it is necessary for the City to authorize the publication of the notice of intention to issue Certificates of Obligation to fund these projects.

DISCUSSION: Prior to the issuance of the Certificates of Obligation, the City Council is required to publish notice of intention to issue the Certificates in the newspaper.

Preliminary Schedule of Events:

September 21, 2026, City Council Meeting - consider Notice of Intent to issue Series 2026 Certificates of Obligation (COs)
September 24, 2026 – Publish Notice of Intent to issue COs (1st Notice)
October 1, 2026 – Publish Notice of Intent to issue COs (2nd Notice)
November 16, 2026- City Council Meeting-consider approval of the sale of the COs
December 16, 2026 – Closing/Funding of the COs

FISCAL IMPACT/SOURCE OF FUNDING: The Not to Exceed $2,000,000 Certificate of Obligation, Series 2026 is estimated at an interest rate of 5.25% resulting in an average annual debt service payment of approximately $164,000 to $262,000 per year 10- or 20-years repayment period) to be a combination of property tax revenues and utility system revenues. The City anticipates repayment of the certificates of obligation entirely with net/surplus revenues of the utility system. The estimated combined principal and interest required to pay the Certificates in time and in full is approximately $2,622,000 to $3,278,000 (10- or 20-years repayment, respectively.

Submitted by:

Approved by:

Marie Gelles

ATTACHMENTS/ADDITIONAL INFORMATION:
Certificate of Resolution
Resolution Authorizing Publication of the Notice of Intention to Issue Certificates of Obligation

RESOLUTION NO. 2026-019

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AUTHORIZING DISTRIBUTION OF A PRIVATE PLACEMENT MEMORANDUM RELATING TO SUCH SERIES OF CERTIFICATES AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO.

STATE OF TEXAS	§
COUNTY OF GALVESTON	§
CITY OF HITCHCOCK	§

WHEREAS, the City Council (the "City Council") of the City of Hitchcock, Texas (the "City"), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Hitchcock, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026, in one or more series, in an aggregate principal amount not to exceed $2,000,000 (the "Certificates") for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, prior to the issuance of such Certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates; (ii) the purposes for which the Certificates are to be issued; (iii) the manner in which the City Council proposes to pay the Certificates; (iv) the current principal of all outstanding debt obligations of the City, the combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, the maximum principal amount of the Certificates to be authorized, and the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full; (v) the estimated interest rate for the Certificates to be authorized; and (vi) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the City Council has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor, City Manager, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public in compliance with the advisory issued by the Office of the Governor and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

PASSED AND APPROVED this 21st day of September 2026.

Christopher E. Armacost, Mayor
City of Hitchcock, Texas

ATTEST:

Debbie C. Nesbitt, City Secretary
City of Hitchcock, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS	§
COUNTY OF GALVESTON	§
CITY OF HITCHCOCK	§

I, the undersigned officers of the City of Hitchcock, Texas (the "City"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in a regular meeting on September 21, 2026, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Christopher Armacost	Mayor
Mary Combs Demby	Mayor Pro Tem/Councilmember
Shawn Kadlecek	Councilmember
Brian Smith	Councilmember
Terry Knight	Councilmember

and all of such persons were present, except _____, thus constituting a quorum.

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AUTHORIZING DISTRIBUTION OF A PRIVATE PLACEMENT MEMORANDUM RELATING TO SUCH SERIES OF CERTIFICATES AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

Whereupon, among other business, the following was transacted at said meeting: a written resolution (the "Resolution") was duly introduced for the consideration of the City Council and read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ___ NAYS: ___ ABSTENTIONS: ___

2. That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Council's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that said meeting was open to the public and that public notice of the

date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED on this 21st day of September 2026.

Christopher E. Armacost, Mayor
City of Hitchcock, Texas

ATTEST:

Debbie C. Nesbitt, City Secretary
City of Hitchcock, Texas

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council (the "City Council") of the City of Hitchcock, Texas (the "City") will meet at its regular meeting place at City Hall, Hitchcock, Texas at 6:00 p.m. on the 16th day of November, 2026, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), payable from ad valorem taxation and a limited (in an amount not to exceed $10,000) subordinate pledge of certain revenues of the water and sewer system of the City, in the maximum aggregate principal amount of $2,000,000 bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) various improvements, repairs and extensions to the City's sanitary sewer system; and (ii) professional services rendered in connection with the above listed projects. The estimated combined principal and interest required to pay the Certificates on time and in full is $3,278,091. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 5.25%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot provide any assurance regarding the rate of interest that the Certificates will bear upon their issuance. As of the date of this notice, the aggregate principal amount of outstanding public securities of the City secured by and payable from ad valorem taxes is $26,695,000, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding public securities of the City secured by and payable from ad valorem taxes on time and in full is $38,269,413.

WITNESS MY HAND, this 21st day of September 2026.

/s/ Debbie C. Nesbitt
City Secretary
City of Hitchcock, Texas

ITEM # 7

CITY COUNCIL AGENDA REPORT

DATE: September 15, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Administration

SUBJECT: Second Amended and Restated Gulf Breeze Alternative Financing Agreement

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RECOMMENDATION: Motion to approve the Second Amended and Restated Gulf Breeze Alternative Financing Agreement between the City of Hitchcock and Windy Hill GB Investments, LLC, related to the Gulf Breeze Public Improvement District residential construction project and authorizing the Mayor to execute the agreement

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BACKGROUND: On July 14, 2021, the City received a petition from the owner of approximately 224.958 acres within the corporate limits requesting the establishment of a PID to be known as the Gulf Breeze Public Improvement District. On November 15, 2021, the City Council adopted a Resolution authorizing the creation of the Gulf Breeze Public Improvement District. On April 13, 2022, the City Council approved the original Gulf Breeze Alternative Financing Agreement. The City Council approved an Alternative Financing Agreement on February 20, 2023.

On December 16, 2024, City Council approved the Amended and Restated Gulf Breeze Alternative Financing Agreement updates including: (1) establishing specific development requirements for the development, (2) revising the number of the proposed homes from 700 to 706, (3) setting forth all of the details related to offsite water and wastewater facilities required to service the development, (4) adding additional details with respect to the payment of Impact Fees by the developer, and (5) generally updating various other provisions of the Agreement.

DISCUSSION: The City and Developer now wish to approve a Second Amended and Restated Gulf Breeze Alternative Financing Agreement with updates including: (1) revision to the definition of Monthly Reservation Fee to tie that fee to the base fee for a 5/8 inch water meter established from time to time in the City's utility rate Ordinance, (2) revisions to Section 5.7 of the Agreement modifying project descriptions related to the WW-bypass, (3) changes to the termination dates for the reservation of the City's water and wastewater capacity in Section 5.5, (4) revisions to Section 8.1 to reflect the current status of the plat approval within the Development and (5) revisions to Section 12.1 to change the termination date of the Agreement.

FISCAL IMPACT/SOURCE OF FUNDING:

ATTACHMENTS/ADDITIONAL INFORMATION:
Second Amended and Restated Gulf Breeze Alternative Financing Agreement

Approved by: Marie Gelles

SECOND AMENDED AND RESTATED GULF BREEZE ALTERNATIVE FINANCING AGREEMENT

This Second Amended and Restated Gulf Breeze Alternative Financing Agreement ("Agreement") is entered into between the CITY OF HITCHCOCK, TEXAS ("City") and Windy Hill GB Investments, LLC a Texas limited liability company ("Developer") to be effective on September 30, 2026 (the "Effective Date").

RECITALS

WHEREAS, certain terms used in these Recitals are defined in Section 2; and

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as "Parties" or, each individually, as a "Party"; and

WHEREAS, the Parties have previously entered into the Gulf Breeze Alternative Financing Agreement with an effective date of April 18, 2022, as amended on February 20, 2023 (the "Prior Agreement") and as amended and restated on December 16, 2024 (the "Amended and Restated Prior Agreement); and

WHEREAS, the Parties now desire to amend and restate the Amended and Restated Prior Agreement; and

WHEREAS, the City is a home rule city located within Galveston County ("County"); and

WHEREAS, Developer has purchased or will be purchasing the approximately 224.958 acres of real property, which property is described by metes and bounds on Exhibit "A" ("Property") and located in Galveston County; and

WHEREAS, the Property is located wholly within the city limits of the City; and

WHEREAS, the City will be the retail provider of water and sewer service to the Property; and

WHEREAS, Developer plans to develop the Property, in phases, as a single family residential development upon the execution of this Agreement, its acquisition of the Property, the subsequent issuance of PID Bonds for the payment of certain costs for the construction and acquisition of public improvements and other associated costs to benefit the Property, and the repayment to the Developer for any costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, Developer desires and intends to design, construct, install, and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property (collectively, "Authorized Improvements"), which Authorized Improvements are generally identified in Exhibit "B" and will be further described in the Service and Assessment Plan (the "SAP"); and

WHEREAS, Developer intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate such Authorized Improvements to the City, as applicable, for use and maintenance, subject to the approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, Developer and the City estimates that the cost of the Authorized Improvements will be no more than Forty Million Dollars ($40,000,000), which is the maximum amount that will be financed and reimbursed to Developer; and

WHEREAS, to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City has created a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended ("PID Act"); and

WHEREAS, in consideration of Developer's agreements and representations contained herein, the City intends to provide or approve alternative financing arrangements that will enable Developer, in accordance with the PID Act, to: (a) fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds issued by the City; and/or (b) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments on the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, notwithstanding the City funding a portion of the cost of the Authorized Improvements through the issuance of PID Bonds, Developer will be required to fund any shortfall; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, intends to: (a) adopt a SAP; (b) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of the Authorized Improvements and the costs associated with the administration of the PID and issuance of the PID Bonds); and (c) issue PID Bonds, in one or more series, for the purpose of financing a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, the City, in its sole legislative discretion, may issue PID Bonds periodically up to a total maximum of Forty Million Dollars ($40,000,000), in multiple series, to finance a specified portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and to pay issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to the sale of the first PID Bond issue: (a) the City Council shall have approved and adopted, a SAP and an Assessment Ordinance (collectively, the "PID Documents"); (b) the City shall have reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement; and (d) Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, the City recognizes that financing of the Authorized Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the Parties intend that the Property will be developed pursuant to the concept plan attached hereto as Exhibit "C" ("Concept Plan"); and

WHEREAS, the Agreement for the Construction of PID Projects and Reimbursement of Advances ("Reimbursement Agreement") between the Parties executed effective this date is attached hereto as Exhibit G; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for such other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1
RECITALS

The Recitals in this Agreement, cited above, are true and correct and establish the basis upon which the Parties enter into this Agreement.

SECTION 2
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Actual PID Bond Fee means the actual costs of the PID Bond Fee as calculated by the City's financial advisor, as described in Subsection 6.5.

Administrative Expenses means, and shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID.

Agreement means this Second Amended and Restated Gulf Breeze Alternative Financing Agreement.

Alternative Finance Agreement Development Standards means those development standards which are not in conflict with local law, which will be applicable to the Property as agreed to by the Parties, as set forth in this Agreement.

Assessment means a special assessment levied by the City on property within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Fund means the interest-bearing assessment fund account created by the City for the PID to which the assessment revenues will be deposited once collected.

Assessment Ordinance means an ordinance adopted by the City Council which authorizes Assessments to be levied on the Property in accordance with the PID Act, the purpose of which shall be to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon as set forth in the SAP as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means an Assessment Roll(s) attached to the SAP or any other Assessment Roll in an amendment or supplement to the SAP or in an annual update to the SAP, which shows the total amount of the Assessment against each parcel assessed under the SAP related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and other public facilities needed to serve and fully develop the Property, which shall be constructed or caused to be constructed by Developer by or on behalf of the City, including but not limited to the improvements listed in Exhibit "B".

Authorized Improvement Costs means the design, engineering, construction, construction management, and inspection costs of the Authorized Improvements.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds by the City.

Budgeted Cost(s) with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in Exhibit "B".

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly, and no less frequently than monthly if requested by the City, with all paid invoices, bills, and receipts for work completed on any of the Authorized Improvements, in the form of Exhibit "F" attached hereto.

City means the City of Hitchcock, home rule city located in Galveston County, Texas.

City Administrator means the City Manager of the City of Hitchcock, Texas, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Code means the Code of Ordinances, City of Hitchcock, Texas.

City Council means the City Council of the City of Hitchcock, Texas.

City Regulations means the City Code as defined herein, the City's subdivision regulations, the City's engineering design standards, all International Code Council-sanctioned and National codes, as amended and as adopted by the City, including but not limited to the International Building, Construction, Electrical, Energy Conservation, Fire, Fuel Gas, Mechanical, Plumbing, Residential and similar standard codes, and other policies duly adopted by the City from time to time.

Concept Plan means the Concept Plan agreed to by the Parties and that is depicted in Exhibit "C".

Cost Overruns means actual Authorized Improvement Costs that are more than the Budgeted Costs set forth in the SAP, as described in Subsection 6.2.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP, as described in Subsection 6.3.

Developer means Windy Hill GB Investments, LLC, a Texas limited liability company and its successors and assigns, responsible for developing all or any portion of the Property in accordance with this Agreement.

Development means the development on the Property that is the subject of this Agreement.

District means the Gulf Breeze Public Improvement District.

End Buyer means any developer, developer homebuilder, homebuilder, homeowner, tenant, user, or owner of a Fully Developed and Improved Lot.

Force Majeure means, and shall include without limitation, acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, acts or orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, quarantine, viral outbreaks, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other acts, events, causes, or circumstances not within the reasonable control of the Party claiming such inability and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Galveston County, Texas.

Galveston County means Galveston County, Texas.

HOA means the homeowners association created for the development of the Property.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator, as set forth in a document in the form of Exhibit "D", which establishes a mechanism to disclose to each End Buyer the terms and conditions under which that End Buyer's lot is burdened by the PID.

Impact Fees means those fees as defined in Chapter 395 of the Texas Local Government Code.

Improvement Area #1 means the first phase of the Property to be developed, as further identified and depicted on Exhibit C-2.

Improvement Area #2 means the second phase of the Property to be developed, as further identified and depicted on Exhibit C-2.

Improvement Account of the Project Fund means that account as defined or described in any Indenture.

Indenture means a trust indenture by and between the City and a trustee bank under which the PID Bonds are secured, and funds disbursed.

Landowner(s) means the Developer and any additional owners of the Property.

Landowner Agreement means the agreement, as set forth in a document in the form of Exhibit "E" of an owner of the Property consenting to the form and terms of the PID Documents.

Monthly Reservation Fee means a water and wastewater reservation fee in an amount equal to the base fee for a 5/8 inch water meter established from time to time in the City's utility rate ordinance and assessed for each of the projected 706 single family lots shown on Exhibit "C" and as described in Section 5.5(c) of this Agreement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Parties means, collectively, Developer and the City; Party, individually, means either Developer or the City.

Payment Certificate means the Certification for Payment Form, as generally set forth in Exhibit "F", submitted by Developer to the City for approval of the reimbursement of Authorized Improvement Costs from PID Bond proceeds.

PID means a public improvement district created by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, as amended; in this instance and for purposes of this Agreement, the PID means the Gulf Breeze Public Improvement District.

PID Act means Chapter 372, "Improvement Districts in Municipalities and Counties," Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the

responsibilities provided in the SAP, or any other agreement or document approved by the City, related to the duties and responsibilities for the administration of the PID.

PID Bond Fee means that fee payable by Developer to the City as defined in Section 6.5.

PID Bonds means those assessment revenue bonds issued by the City and secured by Assessments on property within the PID.

PID Documents means the City Council-approved and adopted (a) PID Resolution; (b) SAP; and (c) Assessment Ordinance, as described in the Recitals to this Agreement.

PID Resolution means Resolution No. 2021-020 adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Property means the real property described by metes and bounds on Exhibit "A", consisting of approximately 224.958 acres.

Public Infrastructure means all water, sewer, drainage, and roadway infrastructure necessary to serve the full development of the Property.

Real Property Records of Galveston County means the official land recordings of the Galveston County Clerk's Office.

Service and Assessment Plan (or SAP) means the PID Service and Assessment Plan adopted by the City Council, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID and having terms, provisions and findings approved by the City, as required by this Agreement.

Vesting Date means April, 18, 2022.

WW-bypass means the off-site 10-inch diameter sanitary sewer force main as shown on the map attached hereto as Exhibit "J".

SECTION 3
THE DEVELOPMENT

3.1 Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Infrastructure, reimbursement, acquisition, ownership and maintenance of the Public Infrastructure, and the issuance of PID Bonds for the financing of the Public Infrastructure benefitting the property within the PID.

3.2 Project Overview – The Development. The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the

Public Infrastructure. To the extent any of the contractual development obligations listed below exceed existing city regulatory requirements, the development obligation is included as a special benefit conferred onto the Property within the PID and will include the following:

(a) The Property will be developed consistent with the Concept Plan, including the minimum lot sizes reflected therein with the following setbacks and easements;

Front setback – 25 feet

Side setback – 5 feet

Rear setback – 20 feet

Rear dry utility easement – 14 feet (split 7 feet on each adjoining lot)

(b) Developer will require homebuilders within the Property to limit repeating front lot elevations to every fourth home and Developer shall require homebuilders to comply with all applicable state and local building and fire codes;

(c) Homes located on a patio home lot will have a minimum lot frontage of 38 feet, contain a minimum of 1250 square feet of air-conditioned living area. Homes located on single family home lots having a 45' frontage will contain a minimum of 1,400 square feet of living area; and homes located on single family home lots having a 55' frontage will contain a minimum of 1,500 square feet of living area. Developer will require each home to have a minimum two (2) car garage and no home will have a single loaded garage. Garage space shall not be considered a part of the living area;

(d) All homes constructed within the Property will be 50% masonry. Hardie board products will not count towards the 50% masonry requirement;

(e) Streets within the Property will have a 60-foot right-of-way and 4 ft sidewalks which are compliant with the Americans with Disabilities Act (ADA) and be consistent with the Concept Plan attached as Exhibit "C" and the Preliminary Plat described in Section 8.1. Streets within the Property will meet the City of Houston's maximum intersection spacing of 1,400 feet (with the exception of the entrance) and will have a minimum of 200 feet intersection spacing, except for stub streets, which will be exempt.

(f) FM 2004 signalization for the main entrance to the Development will meet current applicable Texas Department of Transportation requirements as per December 2023 Gulf Breeze Traffic Impact Analysis ("TIA") prepared by Infrastructure Consulting and Engineering (the approved TIA for the Development) and shall be installed not later than when 100 homes have been constructed within the Development;

(g) Developer will construct on FM 2004 at the main entrance to the Development an eastbound left turn lane and a westbound right turn lane per the TIA not later than when 100 homes have been constructed within the Development;

(h) All utilities constructed within the Property will be underground, except for electrical distribution lines (internal electrical lines will be underground);

(i) A sufficient number of streetlights will be installed within the Development to provide proper lighting of public areas and will be erected to then current Center Point Energy specifications;

(j) Developer will build or cause the homebuilders to build ADA compliant sidewalks throughout the Development on both sides of the streets and shall be contiguous, except when separated by a roadway;

(k) Developer will construct roadway improvements to improve 33rd Street to meet or exceed applicable Galveston County roadway construction standards as a two-lane asphalt section from the intersection of Avenue C to the west line of the development with a width of 20 feet with 8 inches of flexible base and 2 inches of hot mix asphalt surface;

(l) Developer will oversize the water and sewer lines in accordance with Sections 5.7 (a and b) and 5.8 (a, b and c) consistent with the City's capital improvement plan and may recoup the cost of such oversizing from the City from impact fees paid by adjacent landowners when they connect to such facilities pursuant to the Water and Wastewater Impact Fee Reimbursement Agreement ("IFRA") attached hereto as Exhibit "K";

(m) Drainage improvements intended to serve the Development will be constructed in accordance with plans approved by the City's consulting engineer and the Galveston County engineer and sealed by the Developer's engineer.

SECTION 4
PUBLIC IMPROVEMENT DISTRICT

4.1 Creation and Levy of Assessments by the City. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to levy the Assessments, and to prepare and approve a preliminary SAP providing for the levy of the Assessments on the Property within the PID. Promptly following preparation and approval of a preliminary SAP reasonably acceptable to Developer and the City, and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance and final SAP. Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

4.2 Acceptance by Developer of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessments, Developer shall approve and accept in writing the levy of the Assessment(s) on all land owned by Developer within the PID, shall approve and accept in writing the Home Buyer Disclosure Program, and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor developers and owners of the Property to: (a) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of

such land take their title subject to, and expressly assume, the terms and provisions of such assessments and the liens created thereby; and (b) comply with the Home Buyer Disclosure Program.

4.3 Acknowledgement by the City of Qualified Costs. Any amount of unbonded and unlevied public improvement costs shall be acknowledged by the City in a separate document. This document does not bind the City to take specific action, but it is the intent of the Parties that if there are qualified public improvement costs that have not had a levy in place and/or a bond issued to pay for those costs, the City will issue an acknowledgement identifying the amount not yet dedicated to pay for, and with the intent for the Parties at some point in the future to levy and and/or issue bonds to pay for those qualified public improvement costs.

SECTION 5
AUTHORIZED IMPROVEMENTS

5.1 Authorized Improvements. Budgeted Costs, including those estimated expenses related to the Authorized Improvements, are subject to change and shall be updated by the City consistent with the SAP, as may be updated and amended, and the PID Act, and shall be included on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the City Council. Developer shall include an updated Exhibit "B" with each final plat application, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each final plat. Upon approval by the City Council of an updated Exhibit "B", this Agreement shall be deemed amended to include such approved updated Exhibit "B". The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed by the Parties in an annual update of the SAP adopted and approved by the City.

5.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. Developer, in accordance with its development schedule, shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) days from its receipt of first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations. If the City does not specifically approve or deny the submitted plans within the above-described time periods, the City shall be promptly notified; if, after five (5) days from the date of such notification the City has not specifically approved or denied the submitted plans or provided comments back to the submitter, the plans shall be deemed approved. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of Developer. Developer's engineers shall prepare, or cause to be prepared, contract specifications and necessary related documents for the Authorized

Improvements. Developer shall administer all contracts. The Budgeted Costs, which are estimated on Exhibit "B", as realized, shall be paid or caused to be paid by Developer, or Developer's assignee, and shall be reimbursed from the proceeds of the PID Bonds in accordance with the Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of any reimbursement agreement. Until such Budgeted Costs, as realized, are paid in full by the City pursuant to the terms of this Agreement, the Indenture, or any reimbursement agreement, then unpaid monies owed by the City under any reimbursement agreement, or the Indenture shall bear interest as described therein.

(c) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the full development of the Property shall be constructed and inspected in accordance with applicable state law, the City Regulations, the Development Standards, and other development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements. All applicable fees, including permit fees and inspection fees, shall be paid by Developer.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code, Sections 252.022(a)(9) and 252.022(a)(11), based upon current cost estimates. In the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the City as allowed by law.

(e) Ownership. All of the Authorized Improvements shall be owned by the City, upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements and facilities for the Authorized Improvements to the City and the public.

5.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the City shall maintain and operate the Authorized Improvements listed in Exhibit "B" or any accepted portion thereof (except for the Drainage Ditch Improvements and the Detention Pond which shall be maintained by the HOA as provided in Section 5.6 of this Agreement).

(b) The HOA shall maintain and operate the open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances existing in the benefited residential portions of the Property not maintained and operated by the City, but open and available for use by the general public, provided that all Authorized Improvements maintained by the HOA shall be public improvements.

5.4 Administration of Construction of Public Infrastructure. The Parties agree that the Developer will be responsible to construct or cause the construction of the on-site and off-site storm, roadway, water, and sewer infrastructure for the Property necessary to serve the Development and as listed in Exhibit "B".

5.5 Water and Wastewater Service.

(a) The City hereby acknowledges that it has sufficient wastewater treatment capacity in its existing wastewater treatment plant to serve the Development with 706 equivalent single-family connections ("ESFCs") of wastewater treatment service, upon Developer extending sufficiently sized wastewater trunkline(s) to the point described on the attached Exhibit "C-1." The City does hereby commit to providing 706 ESFCs of wastewater treatment capacity to the Development from its existing wastewater facilities, which commitment shall remain in effect for a term beginning on the date the City approves the final plat of the first phase of lots within the Property and ending on the earlier of (i) the fifteenth (15th) anniversary thereof, or (ii) the last day of a twelve (12) consecutive months in which both (y) no new wastewater taps have been made and (z) no homes have been built within the Property, or (iii) April 30, 2027 if no PID Bonds have been issued by such date; and

(b) The City hereby acknowledges that it has sufficient water supply capacity in its existing water supply plant to serve the Development with 706 equivalent single-family connections ("ESFCs") of water supply service upon Developer extending sufficiently sized water trunkline(s) to the point described on the attached Exhibit "C-1". The City does hereby commit to providing 706 ESFCs of water supply capacity to the Development from its existing water facilities, which commitment shall remain in effect for a term beginning on the date the City approves the final plat of the first phase of lots within the Property and ending on the earlier of (i) the fifteenth (15th) anniversary thereof, or (ii) the last day of a twelve (12) consecutive months in which both (y) no new water taps have been made, and (z) no homes have been built within the Property, or (iii) April 30, 2027 if no PID Bonds have been issued by such date; and

(c) As compensation to the City for making the reservations contained in (a) and (b) above, beginning on the Effective Date of this Agreement, Developer shall be assessed, as a water and wastewater reservation fee, a monthly fee in the amount of the Monthly Reservation Fee for each of the projected 706 single family home lots shown on Exhibit "C," and with the first such payment (including all accrued but unpaid reservation fee amounts owed on such date) due and payable on the date when the initial PID Bonds are issued and such payment to the City at such time shall be a condition precedent to the PID Bond closing. Thereafter, reservation fee payments shall be made monthly by Developer. Developer's payment of the water and wastewater reservation fee for a lot shall continue until ownership of such lot is conveyed by Developer to a third party, such as a home builder or homeowner.

5.6 Mandatory Homeowners Associations. Prior to the closing of the first lot for a single-family residential home by a homebuilder within the residential portion of the Property, Developer will create an HOA over said Property that shall be required to levy and collect from homeowners annual fees in an amount calculated to maintain the open spaces, common areas, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the PID. Common areas including but not limited to all landscaped entrances to the PID and right-of-way landscaping shall be maintained solely by the HOA. Maintenance of public rights-of-way by each HOA shall comply with City Regulations and shall be subject to oversight by the City. The HOA shall maintain the Drainage Ditch Improvements and the Detention Pond (both as

defined herein) at the HOA's sole cost and expense, and the City shall have no responsibility to maintain such facilities. The Parties shall cooperate with each other to execute documents necessary to give each HOA permission to maintain and operate facilities on City-owned property.

5.7 Offsite Wastewater Facilities. For the Developer to access the wastewater treatment plant capacity identified in Subsection 5.5(a), the following off-site wastewater facilities (shown on Exhibit "H") are to be constructed:

(a) Developer shall design and install an 18-inch diameter gravity sewer in easements adjacent to Farm to Market (FM) 2004. This sewer will extend from a location adjacent to the entrance to the Development along FM 2004 approximately 2,550 linear feet northeast to the new offsite sewage lift station described in Subsection 5.7(b). While Exhibit "H" shows the current anticipated length and location of the off-site wastewater facilities, the final length and location of the sewer will be determined during final design. The Developer shall pay for all design and construction costs for the sewer and appurtenances (manholes, etc.), including costs to cross FM 2004 to connect the Development wastewater collection system to the 18-inch gravity sewer. These costs are not reimbursable by the City (but will be subject to impact fee credits and reimbursement from future developers accessing the sewer pursuant to the IFRA). The Developer shall be responsible for obtaining easements adjacent to, but not located within, rights of way owned by the Texas Department of Transportation (TxDOT). Developer shall be responsible for the cost of obtaining such easements, if any.

(b) Developer shall design and install an 1,100 gallons per minute (gpm) capacity sewage lift station to be located in an easement adjacent to FM 2004 between the intersections of FM 2004 and Avenue G. This lift station will pump sewage flows from the 18-inch diameter gravity sewer described in Subsection 5.7(a) into the new 10-inch diameter force main discharging into an existing sanitary sewer near the intersection of Delesandri Lane and Center Street as described in Subsection 5.7(c). The location and final capacity of the lift station will be determined during final design. The Developer shall pay for all design and construction costs for the lift station and appurtenances. These costs are not reimbursable by the City (but will be subject to impact fee credits and reimbursement from future developers accessing the sewer pursuant to the IFRA). The Developer shall be responsible for obtaining easements adjacent to, but not located within, rights of way owned by TxDOT. Developer shall be responsible for the cost of obtaining such easements, if any.

(c) [City] will design and City will install a 10-inch diameter sewer force main to convey sewage from the lift station described in Subsection 5.7(b) to an existing gravity sewer located near the intersection of Delesandri Lane and Center Street (defined herein as the "WW-bypass" as shown on [Exhibit "J"].) The WW-bypass will be approximately 9,550 feet long. The location, route, and final diameter of the WW-bypass will be determined during final design. The City shall pay for the design of the WW-bypass and provide the Developer with the construction documents. The City shall proceed with design and construction documents for the WW-bypass as soon as reasonably practical, but not later than the later of (i) the date that the first series of PID Bonds are issued or (ii) 90 days after Developer has provided the City with final design and construction plans for the Offsite Wastewater Facilities described in Subsections 5.7(a) and (b); provided, however, the City shall have no obligation to proceed under this Subsection (c)

unless Developer has purchased that portion of the Property comprising Improvement Area #1 and has commenced construction of improvements within the Development. The Developer shall include the construction documents in the overall bid package for the wastewater projects described in Subsections 5.7(a) and 5.7(b). The Developer shall award such contract to the lowest responsible bidder and provide that such contract shall have a separate cost component for the WW bypass project which shall be invoiced by the contractor directly to the City. The Developer shall pay for all construction costs for the Subsection 5.7(a) and 5.7(b) projects and pursuant to the contract, the Developer shall be invoiced directly for such projects. The City shall have the right to review and approve the contract for the Subsection 5.7(a), Subsection 5.7(b) and WW-bypass projects prior to the execution of such contract by the Developer. The City is responsible for obtaining easements for the WW-bypass and appurtenances.

(d) If the WW-bypass is not completed and operational at the time when (i) homes have been constructed in the Development and wastewater service is required for such homes, (ii) Developer has completed and has operational the Offsite Wastewater Facilities described in Subsections 5.7(a) and (b), and (iii) the failure to complete the WW-bypass and have it operational is as a result of facts and circumstances reasonably within the control of the City, then the City, as its sole cost and without Developer payment or reimbursement, shall implement a "pump and haul" operation to provide adequate wastewater service to the constructed homes in the Development until such time as the WW-bypass is complete and operational.

5.8 Offsite and Onsite [Water] Facilities. For the Developer to access the water plant capacity identified in Subsection 5.5(b), the following off-site water facilities (as shown on Exhibit H) are to be constructed by the Developer:

(a) Developer shall design and install, a 10-inch diameter water main to be connected to an existing water main on Pigeon Drive and constructed on Dispensary Drive from the intersection of Dispensary Drive and Pigeon Drive to a location connecting to a new onsite 12-inch water main to be constructed by the Developer internal to the Development as part of Phase/Section 2 of the Development. This 10-inch water main on Dispensary Drive will be approximately 1,400 linear feet. The Developer shall pay for all design and construction costs for the water main and appurtenances (valves, hydrants, etc.) and connection to existing water mains. These costs are not reimbursable by the City (but will be subject to impact fee credits and reimbursement from future developers accessing the water pursuant to the IFRA). The water main shall be constructed in City-owned rights of way.

(b) [Developer] shall design and install a 12-inch diameter water main to be constructed in easements adjacent to FM 2004. This water main will extend from a location adjacent to the entrance to the Development along FM 2004 northeast approximately [4,450] linear feet, connecting to an existing water main located near the intersection of [FM 2004 and Blimp Base Drive]. While Exhibit "H" shows the current anticipated length and location of the offsite water facilities, the final length and location of the water main will be determined during final design. The Developer shall pay for all design and construction costs for the water main and appurtenances (valves, hydrants, etc.), including the costs to cross FM 2004 to connect the Development water system to the 12-inch water main. These costs are not reimbursable by the City (but will be subject to impact fee credits and reimbursement from future developers accessing

the water pursuant to the IFRA). The Developer shall be responsible for [obtaining easements] adjacent to, but not located within, rights of way owned by TxDOT. Developer shall be responsible for the cost of obtaining such easements, if any.

(c) The Developer shall design and install an onsite 12-inch diameter water main through the Development from FM 2004 to approximately Dispensary Drive. This onsite water main will connect to the offsite 12-inch diameter water main on FM 2004 described in 5.8(b) at a location adjacent to the entrance to the Development and run through the Development to connect to the offsite 10-inch diameter water main to be constructed by the Developer on Dispensary Drive described in 5.8(a). These costs are not reimbursable by the City but will be subject to water impact fee credit.

5.9 Impact Fees. The Developer shall be assessed water and wastewater Impact Fees for each platted parcel, as stipulated in City Ordinance No. 2024-001.

(a) *Wastewater Impact Fee Credits*. The City shall credit the assessed wastewater Impact Fees with the costs borne by the Developer for design and construction of the offsite wastewater facilities described in Subsections 5.7(a) and 5.7(b). See Exhibit "L" attached for an example of how the credit will be calculated, subject to actual costs.

(b) *Wastewater Impact Fee Reimbursements*. To the extent the costs of the offsite wastewater facilities described in Subsections 5.7(a) and 5.7(b) exceed the assessed wastewater Impact Fees, the Developer shall be eligible for reimbursement of future Impact Fees paid for developments that will utilize the capacity of the specific offsite wastewater facilities paid for by the Developer under the IFRA.

(c) *Water Impact Fee Credits*. The City shall credit the assessed water Impact Fees with the costs borne by the Developer for design and construction of the offsite water facilities described in Subsections paragraphs 5.8(a) and 5.8(b), and with the costs to design and construct the onsite 12-inch water main that will be internal to the Development. See Exhibit "L" attached for an example of how the credit will be calculated, subject to actual costs.

(d) *Water Impact Fee Reimbursements*. To the extent the costs of the offsite water facilities described in Subsections 5.8(a) and 5.8(b), and the costs of the onsite 12-inch water main exceed the assessed water Impact Fees, the Developer shall be eligible for reimbursement of future Impact Fees paid for developments that will utilize the capacity of the specific offsite water facilities paid for by the Developer under the IFRA.

(e) *Timing For Payment of Impact Fees By Developer*. Any Impact Fees owed by Developer pursuant to City Ordinance No. 2024-001 and this Section 5, shall be paid within 30 days after the later of (i) receipt of an invoice from the City detailing the Impact Fees assessed pursuant to City Ordinance No. 2024-001 less any credits to the Developer for Developer's final actual costs incurred for the design and construction of the offsite water and wastewater facilities described in Subsections 5.7 and 5.8, and (ii) the date that PID Bonds are issued by the City and are funded and proceeds paid to the Developer.

5.10 Detention Pond and Drainage Ditch. The general location of the proposed north-south outfall drainage improvements connecting to the Jay Road drainage ditch (the "Drainage Ditch Improvements") and the detention pond (the "Detention Pond") are shown on Exhibit "I". The final location of the Drainage Ditch Improvements and the Drainage Pond will be determined during final design but shall be substantially as shown on "Exhibit I". The Drainage Ditch Improvements shall provide adequate drainage capacity to handle runoff from the Development and shall include minimum 3 to 1 side slopes. Maintenance berm is permitted to utilize the 75-foot wide City of Hitchcock road tract along a portion of the east side of the Drainage Ditch Improvements. The Developer shall be responsible for all costs associated with the design and construction of the Drainage Ditch Improvements and the Detention Pond, including the cost of obtaining easements for the Drainage Ditch Improvements and/or Detention Pond, if required to the extent the Drainage Ditch Improvements may not be wholly located within the existing ditch right of way.

SECTION 6
PAYMENT OF AUTHORIZED IMPROVEMENTS AND DEVELOPMENT CHARGES

6.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

6.2 Cost Overrun. If the total cost of an Authorized Improvement (or segment or section thereof) exceeds the total amount of the Budgeted Cost for that Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), Developer shall be solely responsible for payment of the remainder of the costs of that Authorized Improvement (or segment or section thereof), except as provided in Section 6.3 below.

6.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the City, and provided that all Authorized Improvements as set forth in the SAP are undertaken at least in part. The elimination of a category of Authorized Improvements in the SAP will require an amendment to the SAP. Prior to completion of all the Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, any funds available from an improvement category may be used as Cost Underruns and applied to another improvement category. If, upon completion of all Authorized Improvements, any funds remaining shall be used reduce the levy on the property.

6.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund after the completion of all Authorized Improvements and the payment of all Authorized Improvements Costs as provided for in the Indenture, then such funds shall thereafter be the exclusive property of the City and shall be used by the City as provided for in the SAP and the Indenture, or as otherwise provided by law. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

6.5 Qualified Tax-Exempt Status. If in any calendar year (including 2026) the City issues PID Bonds that would constitute a bank-qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by the PID Act, then Developer shall pay to the City a fee (the "PID Bond 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, however, that all other developers or owners directly benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The City shall calculate the PID Bond Fee for all series of PID Bonds and notify Developer of the total amount due at least ten (10) business days prior to pricing the first series of PID Bonds. Developer agrees to pay the estimate of the PID Bond Fee to the City on the later of (a) five (5) business days prior to pricing of any series of PID Bonds or other City debt, or (b) five (5) business days after receiving Notice from the City of the estimated amount of the PID Bond Fee due to the City. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the PID Bond Fee. Upon the City's approval of the PID Bonds, the City's financial advisor shall calculate the actual costs of the PID Bond Fee (the "Actual PID Bond Fee"). The City will, within five (5) business days, notify Developer of the Actual PID Bond Fee. In the event the Actual PID Bond Fee is less than the estimated PID Bond Fee, the City will refund to Developer the difference between the Actual PID Bond Fee and the estimated PID Bond Fee within ten (10) business days of the date of the City's notice to Developer of the Actual PID Bond Fee. If the Actual PID Bond Fee is more than the estimated PID Bond Fee, Developer will pay to the City the difference between the Actual PID Bond Fee and the estimated PID Bond Fee within ten (10) business days of the date of the City's notice to Developer of the Actual PID Bond Fee.

If a developer or owner (including Developer, as applicable) has paid all or part of a PID Bond Fee estimate for any particular calendar year to the City, and a subsequent developer or owner (including Developer) pays a PID Bond Fee to the City applicable to the same calendar year, each such later developer or owner (including Developer) shall be reimbursed by the City as necessary so as to place all developers and owners who have paid the fee for the same calendar year in the required payment proportion. Said reimbursement(s) shall be made by the City within ten (10) business days after the City's receipt of the estimated PID Bond Fee payment(s) unless otherwise agreed to by the Parties, including, as applicable, other developers or owners. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including Developer, as applicable) into a segregated account until such time as (1) the City transfers the funds to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the PID Bond Fee estimate consistent with the pro rata formula above within ten (10) business days of issuing Bonds or agreement is made as to a different payment date. On or before January 15th of the following calendar year, the final PID Bond Fee

shall be calculated. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including Developer, as applicable) and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including Developer, as applicable) shall be remitted to the City by the respective developer or owner (including Developer, as applicable). Said payments shall be made within ten (10) business days after January 31st of that year unless otherwise agreed to by the Parties, including, as applicable, other developers or owners.

6.6 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds. Developer shall submit for approval to the City a Certification for Payment Form (no more frequently than monthly, and no less frequently than monthly if requested by the City) for Authorized Improvement Costs, including a completed segment, section, or portion of an Authorized Improvement or progress payments for work on Authorized Improvements ("Construction Reimbursements"), provided, however, that Construction Reimbursements must be for Authorized Improvement Costs and must be processed and approved as provided in this Section 6.6 and in the Indenture and the Reimbursement Agreement. All reimbursement payments and Construction Reimbursements made to the Developer hereunder shall be on the basis of Developer contributing 50% of the amount of such Authorized Improvement Costs and the amount of eligible reimbursement payments to Developer equaling 50% of such Authorized Improvement Costs (the "50% Reimbursement Ratio"). The 50% Reimbursement Ratio shall apply to all reimbursements and Construction Reimbursements pursuant to this Agreement, the Indenture and the Reimbursement Agreement. The Certification for Payment Form is set forth in Exhibit "F", and may be modified by the Indenture and the Reimbursement Agreement. The City shall review the sufficiency of each Certification for Payment Form submission (each, a "Payment Certificate") to ensure compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture and the Reimbursement Agreement, and payment shall be made to such Developer pursuant to the terms of the Indenture and the Reimbursement Agreement provided that funds are available under the Indenture and the Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to Developer pursuant to the terms of the Indenture and the Reimbursement Agreement, provided that funds are available under the Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, or timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to Developer within ten (10) business days of receipt thereof; payment with respect to the disputed portion(s) of the Payment Certificate shall not be made until Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

6.7 Development, Review. and Inspection Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City's Regulations, including without limitation fees relating to platting, zoning requests, permitting, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

6.8 Public Infrastructure Improvements. Developer shall be responsible for the construction of (i) all on- site and off-site water lines to connect to the City's existing water lines, and (ii) all on-site wastewater lines, off-site wastewater lines (other than the WW-bypass), lift station and force main to connect to the Development. Developer's responsibilities for (i) and (ii) above shall include but not be limited to all water and sewer main lines, manholes, fire hydrants, water service taps, sewer service taps, sewer service leads, clean outs and the payment of all water and sewer connection fees. City will be responsible for setting water meters upon the commencement of service accounts. Unless required by law, the Developer shall not be responsible for funding any improvements to the City's water production, storage, pumping or pressurizing facilities or any improvements to the City's wastewater treatment facilities.

SECTION 7
PID FINANCING

The City intends to issue the PID Bonds solely for the purpose of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The City and Developer have determined and hereby agree that the estimated maximum aggregate principal amount of PID Bonds will not exceed Forty Million Dollars ($40,000,000). The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of the PID Bonds by the City in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount of Forty Million Dollars ($40,000,000).

SECTION 8
ZONING/PLATTING

8.1 Zoning of Property. The Property/Development was zoned Planned Development District (PDD) by the City on March 18, 2024. The Parties agree that the Concept Plan, and the applicable provisions of this Agreement memorialize "development plan" and "PDD site plan" required therein, and satisfies the requirements for a PDD plan or other development plan of the Property required by the City Zoning Ordinance for Planned Development Districts and the City Planned Development District Policy. The approval of the Concept Plan as the PDD site plan shall not lapse for three years from the Effective Date. The City shall consider approving the final plan for development of the Property consistent with the Concept Plan, and applicable provisions of this Agreement pursuant to PDD. Through this Agreement, Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. Final approval of the plat for section 1 of the Property was approved by the City on March 17, 2025. The preliminary plats for Section 3 and the patio homes section of the Property were approved by the City on June 16, 2025 and the final plats for Section 3 and the patio homes section were approved by the City on April 13, 2026. The preliminary plats for section 2A and 4A of the Property were approved by the City on April 13, 2026. Final approval of the plats for Sections 2A

and 4A of the Property were approved by the City on July 20, 2026. Any additional approvals for final plats will be approved by the City so long as such final plats are substantially consistent with the approved preliminary plat, this Agreement and the City Subdivision Ordinance as of the Vesting Date.

8.2 Full Compliance with City Standards.

(a) When not in conflict with the terms and conditions of the Planned Development Zoning to be applied to the Property, the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and engineering design standards. Developer shall be subject to those fees and charges due and payable to the City in connection with the development and construction of the Property, including but not limited to platting and zoning request fees, building permit fees, inspection fees, and capital recovery fees, as detailed in Section 6 of this Agreement.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings, improvements, and facilities of any kind whatsoever on and within the Property, shall comply with the Concept Plan, zoning regulations and any other applicable City Regulations. The City acknowledges and agrees that the Concept Plan may be revised and refined by Developer as Developer continues its investigation of and planning for the Property, provided that in no case shall the Concept Plan be revised or refined to contradict any of the requirements of this or any other agreement related to this transaction, without express consent by the City Council. When not in conflict with the Concept Plan and the provisions of this Agreement, all buildings, improvements, and facilities constructed on and within the Property shall comply with all applicable City Regulations, and applications for building permits and construction plans shall be submitted to the City for review and approval prior to the commencement of construction of such structures. The City, or its authorized designated representative, shall be solely responsible for issuing building permits and certificates of occupancy for all structures.

8.3 Phasing. The Parties acknowledge and agree that the Property will be developed in phases. If deemed necessary, Developer may submit a replat for all or any portions of the Property. Any replat shall generally conform to the Concept Plan and be subject to City approval.

8.4 Conflicts. In the event of any direct conflict between this Agreement and any City Regulations or other ordinance, rule, regulation, standard, policy, order, guideline, or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control to the maximum extent allowed by law.

8.5 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date. The City acknowledges that the Vesting Date for the Development is April, 18, 2022 when the prior version of this Agreement was executed by the Parties and the "Project" is as shown herein (including, but not limited to the Concept Plan) and in the approved preliminary plat.

8.6 Other Applicable Regulations. Notwithstanding Developer's adherence to the City Regulations and other development standards cited in this Agreement, the Property will be subject to the development regulations described in this Section 8.6, as adopted, and amended from time to time, so long as such new regulations are uniformly applied throughout the City, with the exception only of non-comparable areas within the City such as, for example, historic districts:

(a) Regulations for sexually oriented businesses and the sale of fireworks;

(b) Regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;

(c) Regulations to prevent the imminent destruction of property or injury to persons if the regulations do not: (a) affect lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project; or (b) change development permitted by a restrictive covenant required by a municipality;

(d) Building regulations, construction standards, or other requirements that the City is required to adopt or to comply with under federal or state law;

(e) Landscape and fence regulations that the City is required to adopt or to comply with under federal or state law, but only to the extent that such landscape and fence regulations do not affect lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of the project; and

(f) Sign regulations that the City is required to adopt or to comply with under federal or state law, but only to the extent such regulations do not affect lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of the project.

SECTION 9

OBLIGATIONS; EVENTS OF DEFAULT; REMEDIES

9.1 Obligations of Developer. Notwithstanding any other provisions herein, Developer's rights and obligations hereunder shall apply only to that portion of the Property it owns or is developing and to the portion of the Authorized Improvements benefitting such portion of the Property.

9.2 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform, the nature of which is reasonably detailed, has been given in writing; however, that Party shall be given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but, unless otherwise stated in this Agreement or agreed to in writing by the Parties, in no event more than thirty (30) days after written notice of the alleged failure has been received). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party in receipt of the notice begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing,

however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

9.3 Remedies. If a Party is in default, any non-defaulting Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity against such breaching Party (but not any other Party), including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE NON-DEFAULTING PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

SECTION 10
ASSIGNMENT; ENCUMBRANCE

10.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Agreement and the obligations, requirements, or covenants to develop the Property shall not be assigned, in whole or in part, by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. Any receivables due under this Agreement or any reimbursement agreement may be assigned by Developer without the consent of, but upon written notice to, the City pursuant to Section 10.2 of this Agreement. Each assignment shall be in writing and executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment, in whole or in part, by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(b) Notwithstanding Section 10.1(a), Developer may assign this Agreement, in whole or in part, to Lennar and/or D.R. Horton upon prior written notice thereof.

10.2 Assignees as Parties. An assignee authorized in accordance with this Agreement, shall be considered a "Party" for the purposes of this Agreement. Except for an End Buyer, any person or entity, upon becoming an owner in any part of the Property, shall be deemed to be a "Developer" and have all of the obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

10.3 Third-Party Beneficiaries. Subject to Section 10.1 of this Agreement, this Agreement inures only to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.4 Notice of Assignment. Subject to Section 10.1 (a) or (b) of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or

otherwise conveys, in whole or in part, the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;

(b) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits because of any such sale, assignment, transfer, or other conveyance; and

(c) the notice must be signed by a duly authorized person representing the Developer.

SECTION 11
RECORDATION AND ESTOPPEL CERTIFICATES

11.1 Binding Obligations. After the Property is acquired by Developer, this Agreement, and all amendments thereto and assignments hereof shall be recorded in the property records of Galveston County, Texas. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

11.2 Estoppel Certificates. From time to time upon written request of Developer or any future owner, and upon payment to the City of a $100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that is in default.

SECTION 12
GENERAL PROVISIONS

12.1 Initial Term, Extension. Subject to the provisions of Section 8.1, the initial term of this Agreement shall be for a period of twenty (20) years from the Effective Date. The initial term shall automatically be extended by one ten (10) year term unless formal action is taken by either Party, in writing, not to extend the initial term, such action, and notification of such action, to be taken no later than thirty (30) days before the expiration of the initial term. Notwithstanding the preceding, in the event Developer does not purchase the Property prior to or simultaneously with the first issuance of PID Bonds, or has not facilitated the City's issuance of PID Bonds by April 30, 2027, this Agreement shall terminate and none of the parties shall have any further rights or obligations hereunder.

12.2 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure as specified in this Agreement (excluding the WW-bypass), including streets, utilities, drainage, and all other required improvements, at no cost to the City except as provided herein, and in accordance with the City

Regulations and the Development Standards, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of all Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. The Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by the City Regulations. The City's engineer or his or her agent must approve such plans before a final plat may be considered for approval. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed, which notice to proceed shall not be unreasonably withheld or delayed. No certificate of occupancy shall be issued until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City.

12.3 Maintenance Bond. For each construction contract for any part of the Public Infrastructure, Developer or Developer's contractor must execute a maintenance bond in accordance with the applicable City Regulations that guarantees payment of the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

12.4 Inspections, Acceptance of Public Infrastructure; Developer's Remedy.

(a) Inspections; Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the proposed Development, including water, sanitary sewer, drainage, streets, electrical, streetlights, and signs.

(b) City Approval. The City's inspections and related approvals shall not release Developer from its responsibility to adequately construct, or ensure the adequate construction of, the Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy, or City utility services as to a phase of the Development unless and until Developer has fully met its obligations to provide for the required Public Infrastructure necessary to such phase according to the approved engineering plans and City Regulations, and until such Public Infrastructure has been dedicated to and accepted by the City; provided, however, that the City may issue residential building permits for model homes prior to completion of such Public Infrastructure. Acceptance by the City shall not be unreasonably withheld.

(c) Dedication and City Ownership of the Public Infrastructure. From and after the City's inspection and acceptance of the Public Infrastructure and any other dedications required under this Agreement, such Public Infrastructure, improvements, and dedications shall be owned by the City. The Developer's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance pursuant to the terms of this Agreement.

(d) Approval of Plats/Plans. Approval by the City, the City's Engineer, or other City employee or representative of any plans, designs, or specifications submitted by Developer

to the City pursuant to this Agreement, including the Development Standards, or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer or its engineers, employees, officers, and/or agents for the adequacy, accuracy, and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineers, or any engineer's officers, agents, servants, or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed.

12.5 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the Public Infrastructure has been fully and finally completed and accepted by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance, including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than One Million Dollars ($1,000,000.00). Such insurance shall also cover any and all claims that might arise out of the Public Infrastructure construction contracts, whether by the Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier that is rated "A-1" or better by AM. Best's Key Rating Guide and is licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall promptly provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal, or modification of the policy, the City shall receive written notice of such cancellation, non-renewal, or modification.

12.6 Indemnification and Hold Harmless. DEVELOPER (INCLUDING ANY SUCCESSOR OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY) AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF DEVELOPER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE CITY REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE CITY.

12.7 Private Improvements/Inspections. Houses, buildings, and other private improvements within the Property shall be constructed in accordance with the City Building Code. Houses and buildings within the Property will be inspected by third-party inspectors specializing in testing, inspections and certifications hired by the City, who will perform all inspections on such houses and buildings (including residential, commercial and government buildings).

SECTION 13
ADDITIONAL PROVISIONS

13.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

13.2 Notices. Any notice, submittal, payment, or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
City of Hitchcock, Texas
Attn: City Manager
8102 Hwy. 6
Hitchcock, Texas 77563

With a copy to:
Rick Witte
Jackson Walker LLP
1401 McKinney, Suite 1900
Houston, TX 77010

Kyle L. Dickson
Murray Lobb PLCC
2200 Space Park Drive, Suite 350
Houston, Texas 77058

To Developer:
Attn: Ms. Rachel Hall
Windy Hill GB Investments, LLC
11550 Fuqua Street, Suite 475
Houston, Texas 77034

With a copy to:
Reid Wilson
Wilson Cribbs + Goren
1233 West Loop South, Suite 800
Houston, Texas 77027

Timothy G. Green
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

13.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

13.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

13.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

13.6 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

13.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Galveston County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Galveston County State District Court.

13.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

13.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit "A"	Metes-and-Bounds Description of the Property
Exhibit "B"	Authorized Improvements and Estimated Costs
Exhibit "C"	Concept Plan
Exhibit "C-1"	Points where Developer's water trunkline and sewer trunkline connect to City's existing facilities
Exhibit "C-2"	Map of Improvement Area #1 and Improvement Area #2
Exhibit "D"	Home Buyer Disclosure Program
Exhibit "E"	Landowner Agreement (including attached Exhibits I, II, and III)
Exhibit "F"	Certification for Payment Form
Exhibit "G"	Reimbursement Agreement
Exhibit "H"	Offsite Wastewater and Water Facilities to be constructed by Developer
Exhibit "I"	Map of Drainage Ditch and Drainage Pond
Exhibit "J	Map of WW-bypass
Exhibit "K"	Water and Wastewater Impact Fee Reimbursement Agreement ("IFRA")
Exhibit "L"	Example Calculation of Wastewater Impact Fee Credit/Water Impact Fee Credit

13.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within five (5) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics and pandemics causing a disaster declaration by the State of Texas, or material escalation of an epidemic and pandemic causing such a disaster declaration; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the Party, whether similar to those enumerated or otherwise, which are not within the control of the Party, which the Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such Party, and that the above requirement that any force majeure shall be remedied with all reasonable

dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party when such settlement is unfavorable to it in the judgment of such Party.

13.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

13.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

13.14 Verifications of Statutory Representations and Covenants. The Developer makes the following representations, verifications, and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), as heretofore amended, in entering into this Agreement. As used herein, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) *Not a Sanctioned Company*. The Developer 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, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy* Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

13.15 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification. The Developer represents and verifies that it is aware of the Texas Office of the Attorney General's (the "Texas Attorney General") All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link: (https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf) and the Texas Attorney General's supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf). The Developer represents and verifies that it has (i) on file a standing letter ("Standing Letter") acceptable to the Texas Attorney General addressing the representations and verifications in Section 13.14 (a) through (d) hereof, and (ii) will, upon request of the City, provide the City with a copy of its Standing Letter. The Developer further represents and verifies that its Standing Letter remains in effect as of the date of this Agreement and that the Texas Attorney General has not notified the Developer that a determination has been made that the Developer boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the City, the Developer shall provide additional written certifications to the City (which may be by email) to the effect that the Texas Attorney General may continue to rely on its Standing Letter and the statutory representations and covenants contained in this Agreement through the closing date of the issuance of PID Bonds. (the "Bringdown Verification"). The City reserves the right, and the Developer hereby expressly authorizes the City (and its Bond Counsel), to provide such Bringdown Verifications to the Texas Attorney General.

(Signature pages on the following pages)

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF HITCHCOCK, TEXAS

By:_____
Name:_____
Title: Mayor
Date:_____

ATTEST:

By:_____
Name:_____
Title: City Secretary
Date:_____

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ___ day of _____, 2026 by _____, the Mayor of the City of Hitchcock, Texas, on behalf of said City.

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

Windy Hill GB Investments, LLC
a Texas limited liability company

By:_____
Name:_____
Its:_____
Date:_____

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ___ day of _____, 2026 by _____, _____, of _____, LLC, on behalf of such limited liability company.

(SEAL)

_____
Notary Public, State of Texas

Exhibit "A"

Metes-and-Bounds Description of The Property

PAPE-DAWSON ENGINEERS

EXHIBIT A

METES AND BOUNDS DESCRIPTION
FOR

A 224.958 acre, or 9,799,156 square feet more or less, tract of land, being all of the tract of land conveyed to Shannon Sharp described in a deed recorded in Galveston County Clerk's File No. 2000058142, a portion of called 33.5634 acre tract of land conveyed to Shannon Y. Sharp and described in a deed recorded in Galveston County Clerk's File No. 2010060664, all of the tract of a called 2030-foot by 60-foot tract of land conveyed to Shannon Sharp described in a deed recorded in Galveston County Clerk's File No. 2001033372, and all of a called 2.00 acre tract of land conveyed to Shannon Sharp and described in a deed recorded in Galveston County Clerk's File No. 2004075055, and being partially out of Subdivision Lot #2, Share "A" Lemuel Crawford Survey #38, as originally recorded in Volume 238, Page 39, and transferred to Map Record 1, Plat No. 52 of the Map Records of Galveston County, Texas, also known and sometimes referred to as the "R.P. Clark Subdivision", situated in the Lemuel Crawford Survey, Section 38, Abstract Number 48, the Lemuel Crawford Survey, Section 39, Abstract Number 47, and the Daniel Buckley Survey, Section 36, Abstract Number 43, in the City of Hitchcock, Galveston County, Texas. Said 224.958 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System of 1983 established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At an old 2 inch iron pipe found on the south line of said Subdivision Lot #2, Share "A", the north line of said Daniel Buckley Survey, Section 36, Abstract Number 43, and the south line of said Lemuel Crawford Survey, Section 38, Abstract No. 48, at an angle point in the west line of a tract of land conveyed to All Alternative Living, L.P. and described in a deed recorded in Galveston County Clerk's File No. 9918863, the northeast corner of a called 5.6189 acre tract of land conveyed to Custom Chemical Services, LLC, and described in a deed recorded in Galveston County Clerk's File No. 2017043317, at the southeast corner of said tract of land conveyed to Shannon Sharp in GCCF No. 2000058142, for the southeast corner of this tract;

THENCE: N 75°26'28" W, along and with the common line between said Daniel Buckley Survey, Section 36, Abstract Number 43, and said Lemuel Crawford Survey, Section 38, Abstract Number 43, the south line of said Subdivision Lot #2, Share "A", and the north line of said 5.6189 acre tract, passing the northwest corner of said 5.6189 acre tract at a distance of 354.12 feet, from which a found 5/8 inch iron rod bears S 24°21'05" W, a distance of 2.84 feet, and continuing along with the north line of a called 4.42 acre tract of land conveyed to Custom Chemical Services, LLC and described as "Tract 1" in a deed recorded in Galveston County Clerk's File No. 2017050216, passing a 1/2 in iron rod found for the northwest corner of said 4.42 acre tract at a distance of 552.67 feet, and continuing along

transportation | Water Resources | Land Development | Surveying | Environmental
telephone: 713-428-2400 address: 10350 RICHMOND AVENUE, SUITE 200 HOUSTON, TX 77042 website: PAPE-DAWSON.COM
Houston | San Antonio | Austin | Fort Worth | Dallas | New Braunfels Texas Engineering Firm 3470 Texas Surveying Firm #10193974

with the north line of a called 4.54 acre tract of land conveyed to Custom Chemical Services, LLC and described as "Tract 2" in a deed recorded in Galveston County Clerk's File No. 2017050216, and continuing along with the north line of said 4.54 acre tract for a total distance of 726.08 feet to a 1 1/2 inch iron pipe found for an angle point on the south line of said Subdivision Lot #2, Share "A", for the common survey corner of said Daniel Buckley Survey, Section 36, Abstract Number 43, said Lemuel Crawford Survey, Section 38, Abstract No. 48, and the Lemuel Crawford Survey, Section 39, Abstract No. 47, at the northwest corner of said 4.54 acre tract, and the northeast corner of said 33.5634 acre tract, for an interior corner of this tract;

THENCE: S 05°54'15" E, departing the south line of said Subdivision Lot #2, Share "A" and the south line of said Lemuel Crawford Survey, Section 38, Abstract No. 48, the north line said Daniel Buckley Survey, Section 36, along and with the common line between said 33.5634 acre tract and said 4.54 acre tract, a distance of 515.58 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a southeast corner of this tract; from which a point on the north right-of-way line of FM 2004 (180-foot wide) as recorded in Volume 1675, Page 34 of the Deed Records of Galveston County, Texas bears S 05°54'15" E, a distance of 878.37 feet, and from said point a found 1/2 inch iron rod (held for line east/west) bears S 05°54'15"E a distance of 0.67 feet, and a found 5/8 inch iron rod with TXDOT aluminum cap bears N 42°39'13" E, a distance of 3208.06 feet;

THENCE: Departing said common line, over and across said 33.5634 acre tract the following courses and distances:

S 77°30'16" W, a distance of 339.31 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an interior corner of this tract,

Southeasterly, along a non-tangent curve to the right, having a radial bearing of S 78°54'34" W, a radius of 2550.00 feet, a central angle of 08°12'05", a chord bearing and distance of S 06°59'23" E, 364.69 feet, for an arc length of 365.00 feet to a feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for point of tangency of this tract,

S 02°53'21" E, a distance of 223.09 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of curvature of this tract,

Southeasterly, along a tangent curve to the left, having a radius of 550.00 feet, a central angle of 43°54'01", a chord bearing and distance of S 24°50'21" E, 411.18 feet, for an arc length of 421.41 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of compound curvature for this tract,

Northeasterly, along a tangent curve to the left, having a radius of 35.00 feet, a central angle of 90°33'25", a chord bearing and distance of N 87°55'56" E, 49.74 feet, for an arc length of 55.32 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an angle point of this tract on the north right-of-way line of said FM 2004, the south line of said 33.5634 acre tract;

THENCE: S 42°39'13" W, along and with the north right-of- way line of said FM 2004, the south line of said 33.5634 acre tract, a distance of 170.01 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an angle point of this tract; from which a 1/2 inch iron rod found for the southwest corner of said 33.5634 acre tract, the southeast corner of a tract of land conveyed to Gulf Coast Operators, LLC and described as "Tract II" in a deed recorded in Galveston County Clerk's File No.(s) 2011033493 & 2011033494, bears S 42°39'13" W a distance of 440.62 feet; and from said 1/2 inch iron rod a 5/8 inch iron rod with TXDOT aluminum cap found for a point of curvature on the north right-of-way of said FM 2004, bears S 42°39'13" W, a distance of 487.16 feet;

THENCE: Departing the north right-of-way line of said FM 2004, the south line of said 33.5634 acre tract, over and across said 33.5634 acre tract, the following courses and distances:

Northwesterly, along a tangent curve to the left, having a radius of 35.00 feet, a central angle of 89°34'52", a chord bearing and distance of N 02°08'13" W, 49.32 feet, for an arc length of 54.72 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of reverse curvature of this tract,

Northwesterly, along a tangent curve to the right, having a radius of 650.00 feet, a central angle of 44°02'18", a chord bearing and distance of N 24°54'30" W, 487.39 feet, for an arc length of 499.60 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of tangency of this tract,

N 02°53'21" W, a distance of 223.09 feet to 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a point of curvature of this tract,

Northwesterly, along a tangent curve to the left, having a radius of 2450.00 feet, a central angle of 08°08'38", a chord bearing and distance of N 06°57'40" W, 347.95 feet, for an arc length of 348.24 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an interior corner of this tract,

S 77°30'16" W, a distance of 336.48 feet to 5/8 inch iron rod with a cap marked "Pape-Dawson" set on the west line of said 33.5634 acre tract, the east line of said Gulf Coast Operators, LLC "Tract II";

THENCE: N 12°29'44" W, along and with the common line between said 33.5634 acre tract, and said Gulf Coast Operators, LLC "Tract II", passing a 1/2 inch iron rod (held for line east/west) at a distance of 1130.46 feet, and continuing for a total distance of 1130.74 feet to a point on the north line of said Lemuel Crawford Survey, Section 39, Abstract No. 47, the south line of said Lemuel Crawford Survey, Section 38, Abstract No. 48, also being the south line of said Subdivision Lot #2, Share "A", at the northeast corner of said "Tract II", on the south line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, the northwest corner of said 33.5634 acre tract, for an interior corner of this tract;

THENCE: N 65°57'51" W, along and with the north line of said Lemuel Crawford Survey, Section 39, Abstract No. 47, the south line of said Lemuel Crawford Survey, Section 38, Abstract No. 48, the south line of said Subdivision Lot #2, Share "A", the south line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, and the north line of said "Tract II", a distance of 519.72 feet to the southwest corner of a 6"x6" concrete monument post marked "U.S.N. 11" * found on the east line of the First Addition to Alta Loma Subdivision as recorded in Volume 113, Page 39 of the Deed Records of Galveston County, Texas, at the southwest corner of said Subdivision Lot #2, Share "A", the northwest corner of said "Tract II", the southwest corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, for a southwest corner of this tract;

THENCE: N 01°55'51" W, departing the north line of said Lemuel Crawford Survey, Section 39, Abstract No. 47, the south line of said Lemuel Crawford Survey, Section 38, Abstract No. 48, the south line of said Subdivision Lot #2, Share "A", and the south line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, along and with the east line of said First Addition to Alta Loma Subdivision, Outlot(s) 431-434, the west line of said Subdivision Lot #2, Share "A", and the west line of the said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, passing a 1/2 inch iron pipe found 0.1 feet west at a distance of 425.43 feet, passing a 1 inch iron pipe found on line at a distance of 485.45 feet, passing a 1 inch iron pipe found 0.3 feet west at a distance of 1309.97 feet, passing a 3/4 inch pipe found 0.2 feet west at a distance of 1547.85 feet, passing a 2 inch iron pipe found 0.8 feet east at a distance of 1973.74 feet, passing a 1 inch iron pipe found 0.9 feet east at a distance of 2162.90 feet, passing a 1 inch iron pipe found 0.9 feet east at a distance of 2401.01 feet, passing a 1 inch iron pipe found 0.8 feet west at a distance of 2582.70 feet, passing a 1/2 inch iron pipe found 0.2 feet west at a distance of 2820.82 feet, and continuing for a total distance of 3933.63 feet to the northwest

corner of a 6"x6" concrete monument post marked "U.S.N. 12"* found for the northwest corner of said Subdivision Lot #2, Share "A", the northwest corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, the southwest corner of a tract of land conveyed to John Davis and wife, Tobi Davis and described in a deed recorded in Galveston County Clerk's File No. 2004021904, for the northwest corner of this tract;

THENCE: N 86°30'37" E, departing the east line of said First Addition to Alta Loma Subdivision, along and with the north line of said Subdivision Lot #2, Share "A", the north line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, and the south line of said tract of land described in Galveston County Clerk's File No. 2004021904 a distance of 984.66 feet to the northeast corner of a 6"x6" concrete monument post marked "U.S.N. 13"* at the southeast corner of said tract of land described in Galveston County Clerk's File No. 2004021904, the southwest corner of said 2030-foot by 60 foot tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, for an interior corner of this tract;

THENCE: N 03°13'54" W, departing the north line of said Subdivision Lot #2, Share "A", the north line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, and the south line of said tract of land described in Galveston County Clerk's File No. 2004021904, along and with the west line of said 2030 foot by 60 foot tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, passing a 1 inch iron pipe found 1.2 feet east at a distance of 600.05 feet, passing an axle found on line at a distance of 876.17 feet, passing a bent 1/2 inch iron pipe found 0.2 feet east at a distance of 1317.67 feet, passing a 5/8 inch iron rod with a cap (illegible) found 0.7 feet east at a distance of 1887.03 feet, and continuing for a total distance of 2030.35 feet to the northwest corner of a 6"x6" concrete monument post marked "U.S.N. 14"*, on the south right-of-way line of Jay Road (called 60 feet wide), at the northeast corner of a called 0.3447 acre tract of land conveyed to Joseph Williams Matthews and spouse Martha Matthews, described in a deed in recorded in Galveston County Clerk's File No. 2018075109, the northwest corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, for a northwest corner of this tract;

THENCE: N 86°30'10" E, along and with the south right-of-way line of said Jay Road, the north line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, a distance of 60.00 feet to a 5/8 inch iron rod with cap marked "Pape-Dawson" set for the northeast corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, for

the northwest corner of a called 75-foot wide tract of land conveyed to the City of Hitchcock and described in a Quitclaim deed recorded in Galveston County Clerk's File No. 2007051851, for a northeast corner of this tract; from which a 1/2 inch square pipe bears N 86°36'10" E, a distance of 289.37 feet;

THENCE: S 03°13'54" E, departing the south right-of-way line of said Jay Road, along and with the common line between the said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, and said 75-foot wide tract of land conveyed to the City of Hitchcock, passing a 1/2 inch iron rod found 0.4 feet west at a distance of 1430.75 feet, and continuing along with the west line of a tract of land conveyed to Michael A. Brieden and spouse, Kimberly L. Mealer, for a total distance of 2030.36 feet to a point on north line of said Subdivision Lot #2, Share "A", the north line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, at the southeast corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, for an interior corner of this tract; from which a found 1/2 inch iron rod bears S 86°30'37" W, a distance of 0.53 feet;

THENCE: N 86°30'37" E, departing the east line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2001033372, along and with the north line of said Subdivision Lot #2, Share "A", the north line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, a distance of 745.27 feet to a 2 inch iron pipe found on the west line of a called 1.489 acre tract of land conveyed to Bobby Wingate and Michelle Wingate and described in a deed recorded in Galveston County Clerk's File No. 2019053162, at the northeast corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, for the northeast corner of this tract; from which a found 1 inch iron pipe bears N 03°22'58" W, a distance of 248.45 feet, and another found 1 inch iron pipe bears N 04°14'11 W, a distance of 0.81 feet from first said 1 inch iron pipe;

THENCE: S 03°34'10" E, departing the north line of said Subdivision Lot #2, Share "A", over and across said Subdivision Lot #2, Share "A", along and with the east line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, the west line of said 1.489 acre tract, the west line of the remainder of a tract of land conveyed to Jerome T. Kunz, Jr. and wife Karen R. Kunz and described in a deed recorded in Galveston County Clerk's File No. 9543566, and the west line of a tract of land conveyed to William Gibson and Debra Gibson, and described in a deed recorded in Galveston County Clerk's File No. 2000035779 a distance of 1116.68 feet to a 1 inch iron pipe found for a southwest corner of said tract described in Galveston County Clerk's File No. 2000035779, an interior

corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, for an interior corner of this tract;

THENCE: N 85°40'19" E, continuing over and across said Subdivision Lot #2, Share "A", along and with a north line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, and a south line of said tract described in Galveston County Clerk's File No. 2000035779, a distance of 170.94 feet to a 1 1/2 inch iron pipe found for a northeast corner of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, an angle point in said tract described in Galveston County Clerk's File No. 2000035779, at the northwest corner of a said 2.00 acre tract of land conveyed to Shannon Sharp and described in a deed recorded in Galveston County Clerk's File No. 2004075055;

THENCE: S 47°04'27" E, along and with a southwest line of said tract described in Galveston County Clerk's File No. 2000035779, a north line of said 2.00 acre tract, a distance of 181.89 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set on the south line of a 60-foot right-of-way and road easement now known as Dispensary Dr. granted to the City of Hitchcock and described as "Road D" in Galveston County Clerk's File No. 9543649, for an interior corner of said 2.00 acre tract and an interior corner of this tract;

THENCE: N 42°55'33" E, along and with a north line of said 2.00 acre tract of land, the south line of a said 60-foot right-of-way and road easement, a distance of 125.52 feet to a 1/2 inch iron rod found for the northeast corner of said 2.00 acre tract, the northwest corner of a called 2.476 acre tract of land conveyed to Phillip Allan Lynch and Laura Leigh Lynch, and described in a deed recorded in Galveston County Clerk's File No. 2019037015;

THENCE: S 01°41'06" E, departing the south right-of-way line of said 60-foot road, along and with the common line between said 2.00 acre tract and said 2.476 acre tract, a distance of 451.28 feet to a 1/2 inch iron rod with illegible cap found on the north line of said tract of land conveyed to All Alternative Living, L.P., at the southeast corner of said 2.00 acre tract, the southwest corner of said 2.476 acre tract, for southeast corner of this tract;

THENCE: S 88°29'57" W, along and with the south line of said 2.00 acre tract, the north line of said tract of land conveyed to All Alternative Living, L.P., a distance of 201.79 feet to a point for the southwest corner of said 2.00 acre tract; from which a found 1 1/2 iron pipe bears S 88°29'57" W, a distance of 0.59 feet (held for line N/S); also from which point the 1 1/2 inch iron pipe found for the northwest corner of said 2.00 acre tract bears N 03°32'27" W, a distance of 489.27 feet;

THENCE: S 03°32'27" E, departing the south line of said 2.00 acre tract, along and with the with the west line of said tract of land conveyed to All Alternative Living, L.P. and the east line of said tract of land conveyed to Shannon Sharp in Galveston County Clerk's File No. 2000058142, a distance of 3274.11 feet to the POINT OF BEGINNING, and containing 224.958 acres in the City of Hitchcock, Galveston County, Texas. Said tract being described in accordance with a survey made on the ground, and a survey map prepared under job number **49116-21** by Pape-Dawson Engineers, Inc.

* Note: References to U.S.N. monuments and their corresponding numbers are listed in the Judgement On the Declaration of Taking, Civil Action No. 199, filed for record in Volume 661, Page 236 of the Deed Records of Galveston County, Texas, wherein on April 30, 1943 the United State of America, Ordered, Adjudged and Decreed title to the therein described 2,938.694 acre tract of land. All of the subject tract shown hereon is within said 2,938.694 acre tract. Refer to said document for calls to monuments set by the United States Navy. Additionally, there is a reference to the said 2,938.694 acre tract being delineated on that certain plat entitled "Property Ownership Map Hitchcock Site" N.A.S. - drawing 243, revised April 23, 1943.

PREPARED BY:	Pape-Dawson Engineers, Inc.
DATE:	June 23, 2021
REVISED:	July 14, 2021
Job No.:	49116-21
DOC. ID.	K:\Survey\Survey21\49116-21\Word\49116-21 FN 224.958AC.docx



PAPE-DAWSON ENGINEERS

Exhibit "B"

Authorized Improvements and Estimated Costs

Exhibit "B"

BLACKLINE
ENGINEERING

Authorized Improvements
10/21/2024

Authorized Improvements and Estimated Costs

Internal Improvements		
Site Prep/SWPPP	$	1,241,000.00
WS&D	$	9,423,000.00
Paving	$	9,084,000.00
On-Site Lift Station & Force Main	$	965,000.00
Detention Pond	$	3,982,000.00
Contingencies (20%)	$	4,939,000.00
Engineering (10%)	$	2,963,400.00
Materials Testing (7%)	$	2,074,380.00
Total Internal Improvements	**$**	**34,671,780.00**

Major Improvements		
Site Prep/SWPPP	$	99,000.00
FM 2004 Water Line	$	441,000.00
FM 2004 Sanitary Sewer & Lift Station	$	2,005,000.00
Dispensary Road Water Line	$	98,000.00
FM 2004 Paving	$	1,161,000.00
33rd Street Paving	$	50,000.00
Off-Site Drainage	$	193,000.00
Contingencies (20%)	$	809,400.00
Engineering (10%)	$	485,640.00
Materials Testing (7%)	$	339,948.00
Total Major Improvements	**$**	**5,681,988.00**
FM 2004 Easement Acquisition	$	1,000,000.00

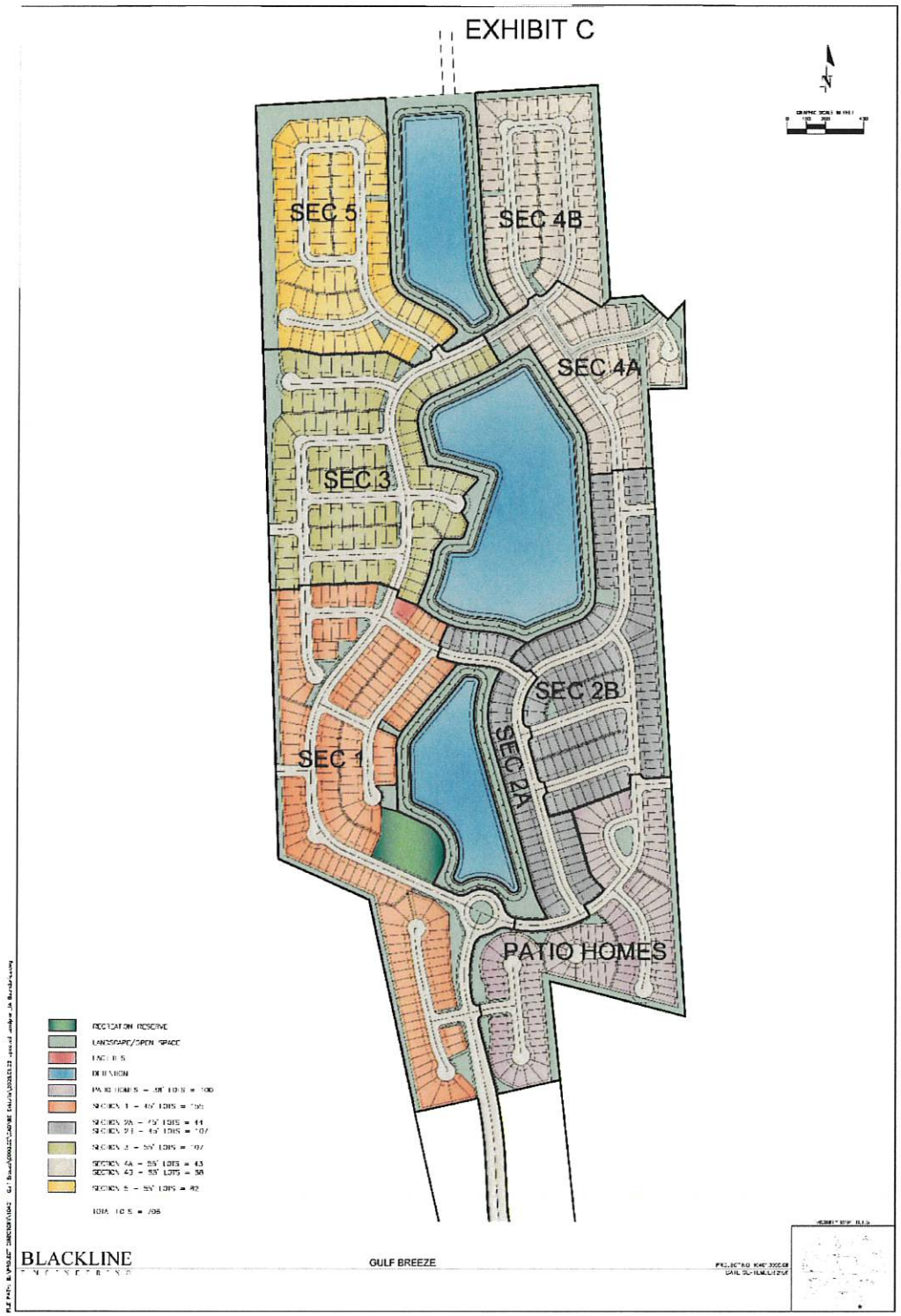
Total PID Eligible Improvements	**$**	**41,353,768.00**

Notes:

All costs are based on OPC dated 10/28/24 by Blackline Engineering. Excludes Dry Utilities & Amenity Costs.

Exhibit "C"

Concept Plan



DRAFT
9/16/26

Exhibit "C-1"

Points of Connection to the City's Existing Water System and Wastewater System

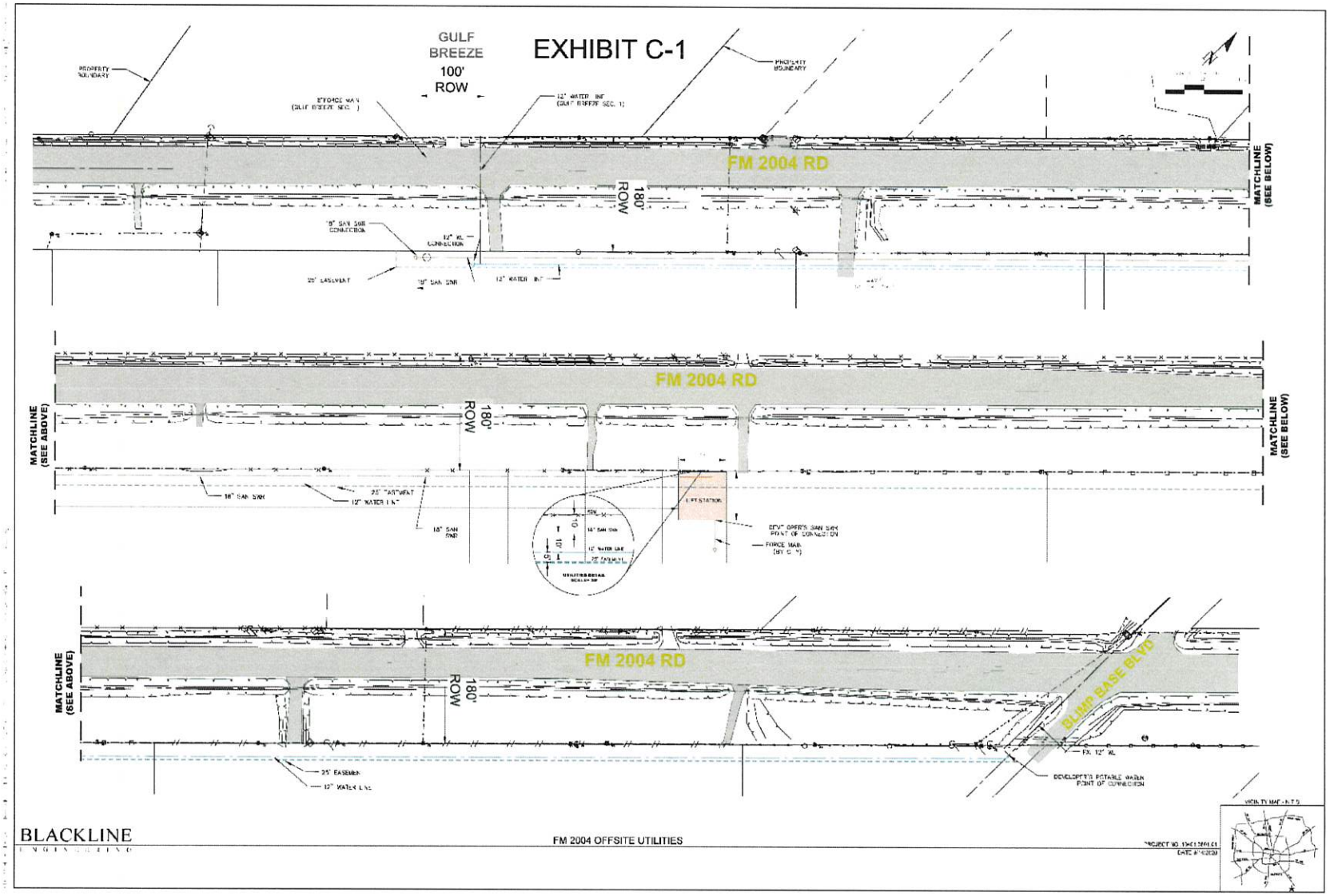


Exhibit C-2

Improvement Areas

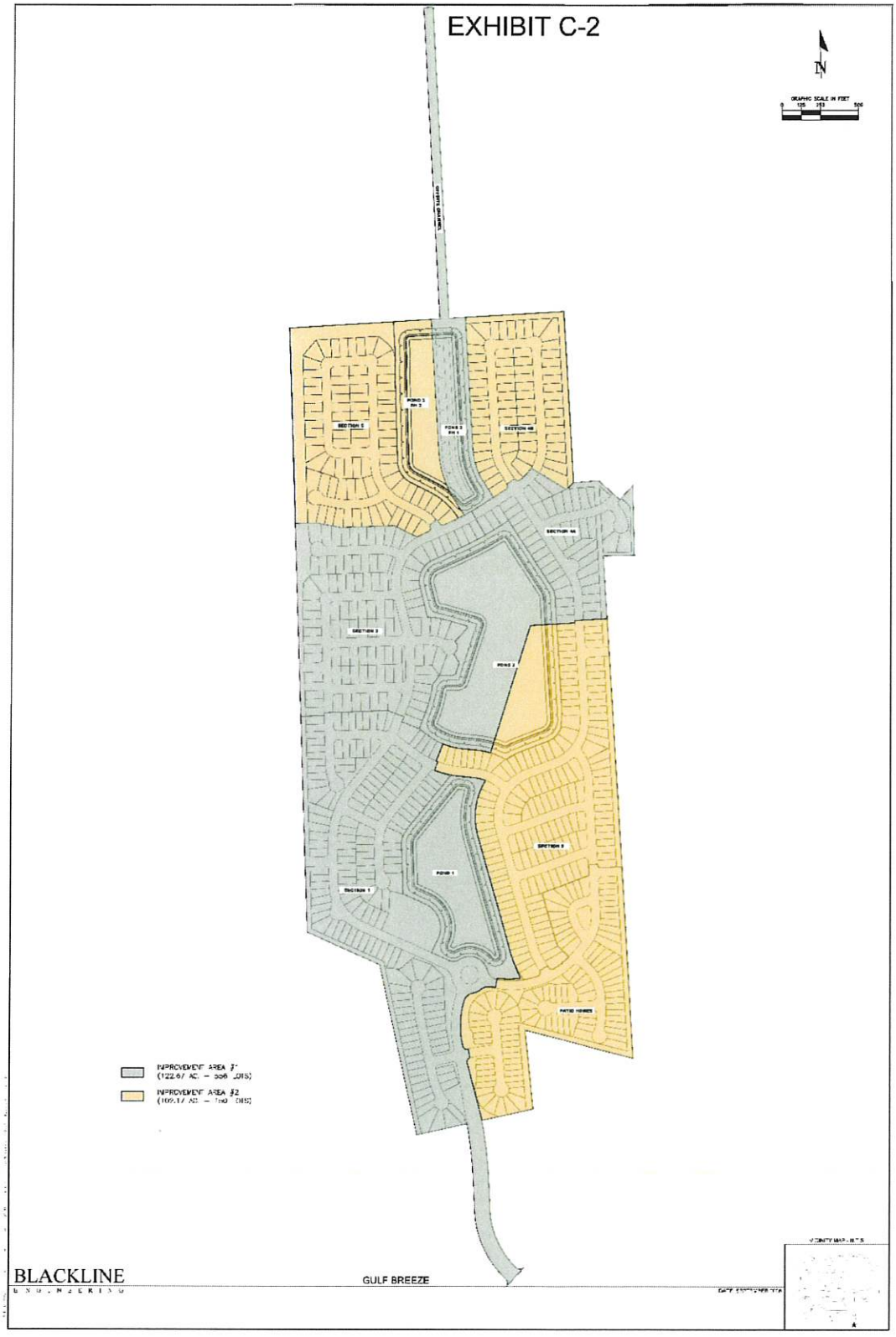


Exhibit "D"

Home Buyer Disclosure Program

Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This Notice requirement does not apply to a transfer:

1) Under a court order or foreclosure;

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 or from a government entity; or,

8) Of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to the 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 purchases, subject to certain exception, is entitled to terminate the contract.

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

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF HITCHCOCK, TEXAS
GULF FREEZE PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

_____

_____

_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hitchcock, Texas, (the "City") for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Gulf Breeze 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. The exact amount of each annual installment will be approved each year by the City 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.

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.

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.

Buyer (Print Name)	Signature	Date
Buyer (Print Name)	Signature	Date

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.

Seller (Print Name)	Signature	Date
Seller (Print Name)	Signature	Date

AFTER RECORDING RETURN TO:

_____

_____

_____

Texas Property Code Section 5.0143 Notice
(Required At Closing and Must be Recorded In
Galveston County Deed of Records)

NOTICE OF OBLIGATION TO PAY

PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF HITCHCOCK,
GULF BREEZE PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

_____

_____

_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Hitchcock, Texas, (the "City") for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Gulf Breeze 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. The exact amount of each annual installment will be approved each year by the City 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.

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.

Texas Property Code Section 5.0143 Notice
(Required At Closing and Must be Recorded In
Galveston County Deed of Records)

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.

_____ Buyer (Print Name)	_____ Signature	_____ Date
_____ Buyer (Print Name)	_____ Signature	_____ Date

STATE OF TEXAS §
§
CITY OF _____ §

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

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

_____
Notary Public, State of Texas

Texas Property Code Section 5.0143 Notice
(Required At Closing and Must be Recorded In
Galveston County Deed of Records)

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.

Seller (Print Name)	Signature	Date
Seller (Print Name)	Signature	Date

STATE OF TEXAS §
§
CITY OF _____ §

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

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

_____
Notary Public, State of Texas

Exhibit "E"

Landowner Agreement (including attached Exhibits I, II, and III)

LANDOWNER AGREEMENT

This LANDOWNER AGREEMENT (the "Agreement") is entered into by the City of Hitchcock (the "City"), a home rule city, and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes-and-bounds description attached as Exhibit I to this Agreement, which is incorporated herein for all purposes, and which Assessed Parcels comprise all of the non-exempt, privately-owned land described in Exhibit I (the "Landowner Parcel"), which is within the _____ Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the SAP, which is included as Exhibit "A" to the Assessment Ordinance (the "SAP") and which is incorporated herein for all purposes, and, further, the City Council has levied an assessment on each Assessed Parcel in the District (as identified in the SAP) that will be pledged to pay for certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the SAP); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as Exhibit II, which is incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided to the purchaser by the seller of residential property located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and Landowner hereby contract, covenant, and agree as follows:

DEFINITIONS; AFFIRMATION OF RECITALS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the SAP.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are located within the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the SAP and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the SAP.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges, and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix _ to the SAP (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive, and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the SAP;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by a landowner when due and in the amount required by and stated in the SAP and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the SAP and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the SAP as reasonably determined by the City) in the records of the County Clerk of Galveston County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Galveston County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by Landowner of the right, title or interest of Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for

the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit III to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the SAP) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II

II.
OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements, and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Galveston County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the SAP, and/or the City's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution, and delivery thereof by and on behalf of the City and Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) 'Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or the Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Galveston County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such

documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Hitchcock
Attn: City Manager
7423 Hwy. 6
Hitchcock, Texas 77563

To the Developer: _____
_____
_____
_____

With a copy to: _____
_____
_____
_____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or otherwise validly confirmed, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the Parties expressly agree and acknowledge that the City, Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PIO Assessment revenues of the City or any part thereof to finance the costs of the Authorized

Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties hereto. This Agreement shall be recorded in the real property records of Galveston County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Galveston County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a Party, the other Party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____ CITY OF HITCHCOCK, TEXAS

By:_____
Mayor

STATE OF TEXAS §
§
COUNTY OF GALVESTON§

This instrument was acknowledged before me on the ____ day of _____, 20___, by _____, Mayor of the City of Hitchcock, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Name printed or typed:_____

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER

Date:_____

DEVELOPER:

_____

By:_____
Name:_____
Its:_____
Date:_____

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ___ day of _____, 2023 by _____, _____, of _____, on behalf of such _____.

(SEAL)

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PROPERTY

LANDOWNER AGREEMENT - EXHIBIT II
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (as it may be amended from time to time, this "Declaration") is made as of _____ by _____, a Texas _____ (the "Landowner").

RECITALS:

A. Landowner holds record title to that portion of the real property located in Galveston County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").

B. The City Council of the City of Hitchcock (the "City Council"), upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the _____ Public Improvement District (the "District"), submitted by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the SAP included as an exhibit to the Assessment Ordinance (as amended from time to time, the "SAP"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided to the purchaser by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter

payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased, or extended), are covenants that run with the Landowner's Parcel and specifically bind Landowner, and its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the SAP, the City's finding of a 'special benefit' pursuant to the PIO Act and the SAP, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the SAP or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Galveston County, Texas.

4. **Third Party Beneficiary**: The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers**: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014
NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF HITCHCOCK, GALVESTON COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address].

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Hitchcock, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Hitchcock, _____,Hitchcock, Texas _____. Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date:_____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

[Signature Page to Follow]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

By:_____
Name_____
_____Its:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the___ day of _____, 20__, by _____ in his capacity as _____ of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of _____ and as the_____ of _____.

(SEAL)

_____
Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Notice of the Authorization and Establishment of the Gulf Breeze Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with No. 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT "F"

Certification for Payment Form

The undersigned is an agent for _____, a Texas _____ (the "Developer"), and requests payment from the _____ of the Project Fund (as defined in the Indenture) from the City of Hitchcock, Texas (the "City"), or Trustee (as defined in the Indenture) in the amount of $_____ for costs incurred in the establishment, administration, and operation of the Gulf Breeze Public Improvement District (the "District") and for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

In connection to 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 payment request form on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvement(s) 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 amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the SAP.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the SAP.

5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the City may begin inspection of the Authorized Improvement(s).

7. 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 are as follows:

a. X amount to Person or Account Y for Z goods or services.
b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Gulf Breeze Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

_____

By:_____
Name:_____
Its:_____
Date:_____

APPROVAL OF REQUEST BY CITY

The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved in the amount of $_____, and the Trustee is directed to disburse the requested payment in said amount from the _____ Account of the Projected Fund, in accordance with the Certification for Payment. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Indenture, the SAP, any other agreement between the parties or that there is a defect in the Authorized Improvement.

CITY OF HITCHCOCK, TEXAS

By:_____
Name:_____
Title:_____
Date:_____

Exhibit "G"

Reimbursement Agreement

Exhibit "H"

Offsite Wastewater and Water Facilities to be constructed by Developer

Exhibit H. Offsite Wastewater and Water Facilities to be Constructed by the Developer

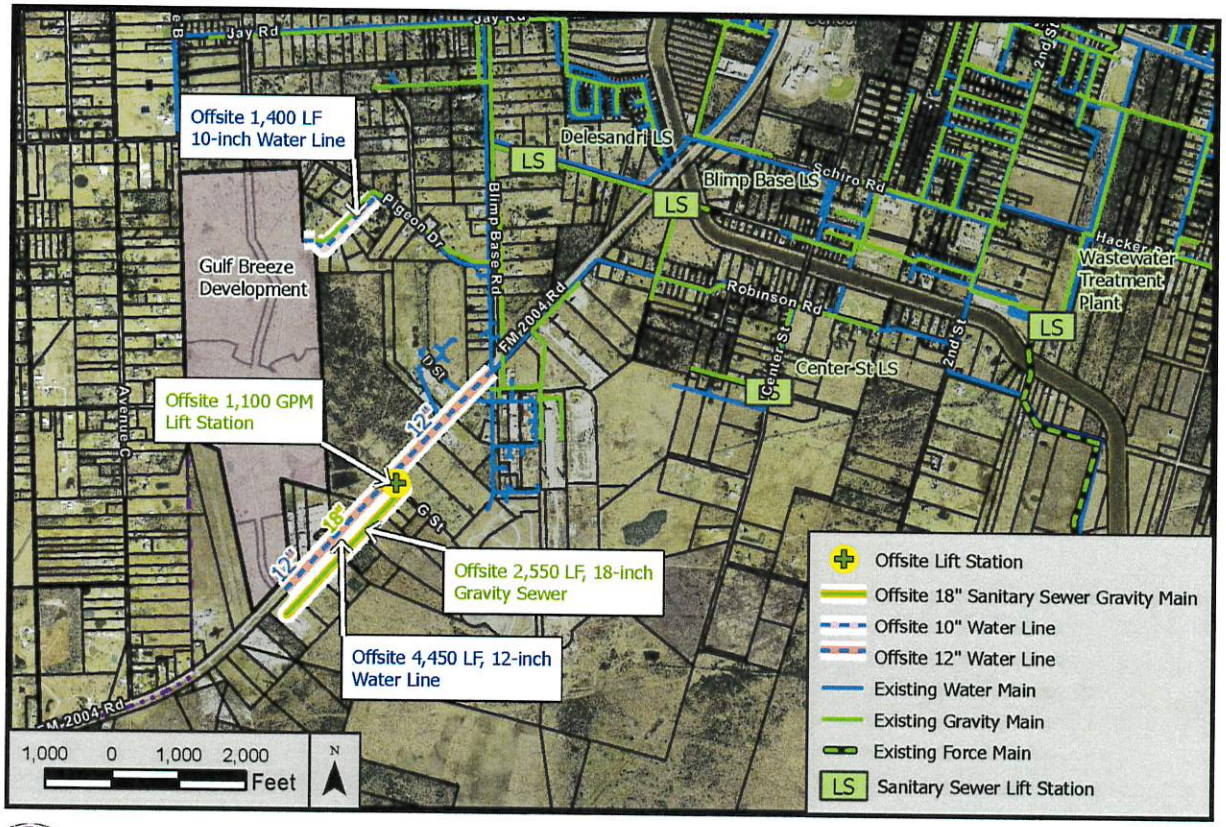


Exhibit "I"

Map of Drainage Ditch and Drainage Pond

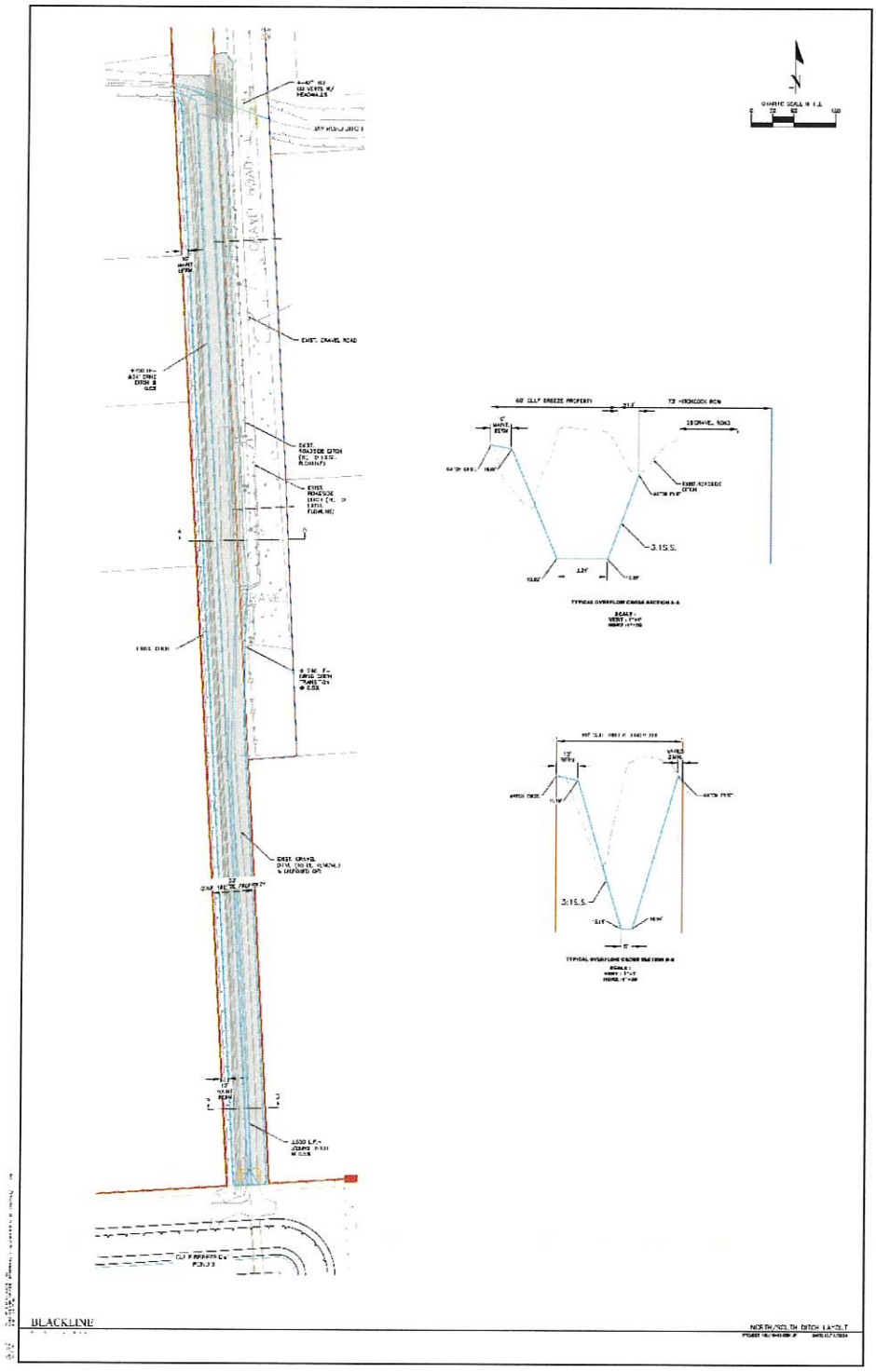


Exhibit "J"

Map of WW-bypass

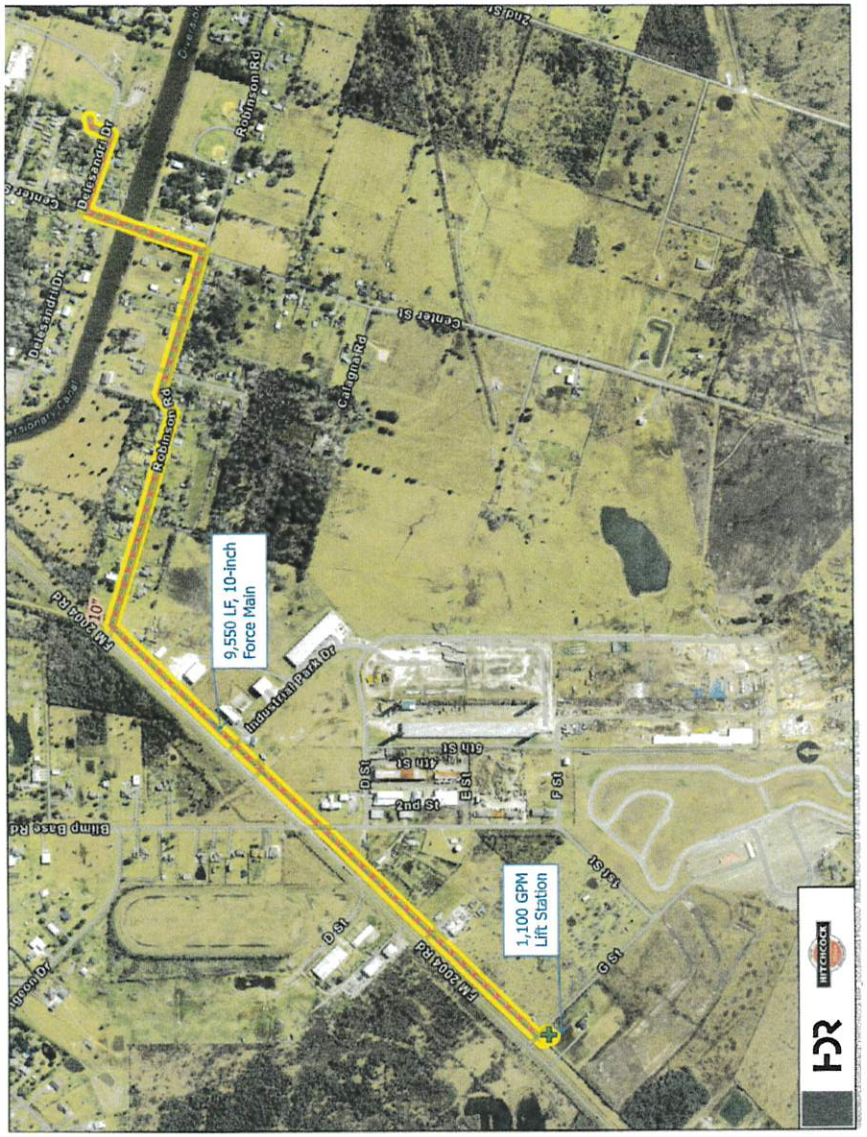


Exhibit "K

Water and Wastewater Impact Fee Reimbursement Agreement

Exhibit "L"

Example Calculation of Wastewater Impact Fee Credit/ Water Impact Fee Credit

Table 1. Offsite Wastewater Projects and Wastewater Impact Fees for Gulf Breeze

Item Description	Total
(A) Offsite Wastewater Projects included in the City's CIP • 18" gravity sewer along FM 2004 • FM 2004 Lift Station	$2.486 million*
(B) Wastewater Impact Fee (706 lots x $2,246 per lot)	$1.586 million
(C) Wastewater Impact Fee Credit for Offsite Wastewater Projects (lesser of A and B)**	$1.586 million
Total Wastewater Impact Fees to be Paid by Developer (B – C)	$0.00 million
Potential to be repaid from future wastewater impact fees assessed to others*** (greater of zero and [A – B])	$0.900 million

**This estimate is presented for planning purposes only and is subject to change based on actual final construction costs.*

***The impact fee credit can be no greater than the cost of the offsite wastewater projects. The actual impact fee credit will be determined after construction of those facilities.*

****Offsite project costs that exceed the assessed impact fees may potentially be reimbursed by future impact fees assessed to others. The amount of reimbursement that may be payable to the Developer, if any, shall be based upon the actual Wastewater Facilities Cost and shall be calculated pursuant to this Exhibit L and Section 3 of the Water and Wastewater Impact Fee Reimbursement Agreement.*

Table 2. Offsite Water Projects and Water Impact Fees for Gulf Breeze

Item Description	Total
(A) Offsite water projects included in the City's CIP to be constructed by Developer • 12" waterline along FM 2004 • 10" waterline along Dispensary Dr.	$1.278 million*
(B) Water Impact Fee (706 lots x $4,026 per lot)	$2.842 million
(C) Water Impact Fee Credit for Offsite Water Projects** (lesser of A and B)	$1.278 million
(D) Water Impact Fee Credit for Onsite 12" Waterline*	$1.300 million
(E) Total Water Impact Fee Credits (C + D)	$2.578 million
(F) Total Water Impact Fees to be Paid by Developer (B - E)	$0.264 million
Potential to be repaid from future water impact fees assessed to others*** (greater of zero and [A – B])	$0.00 million

**This estimate is presented for planning purposes only and is subject to change based on actual final construction costs.*

***The impact fee credit can be no greater than the combined cost of the offsite water projects and the onsite 12" waterline. The actual impact fee credit will be determined after construction of those facilities.*

****Offsite project costs that exceed the assessed impact fees may potentially be reimbursed by future impact fees assessed to others. The amount of reimbursement that may be payable to the Developer, if any, shall be*

based upon the actual Water Facilities Cost and shall be calculated pursuant to this Exhibit L and Section 5 of the Water and Wastewater Impact Fee Reimbursement Agreement.

ITEM # 8

CITY COUNCIL AGENDA REPORT

DATE: 09.14.2026

AGENDA OF: September 21, 2026
DEPARTMENT: Police
SUBJECT: Extending New Contract With Lens Lock – Body Worn Cameras

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BACKGROUND

The Hitchcock Police Department currently utilizes the LensLock Body-Worn Camera (BWC) system under a rental agreement that is scheduled to expire on November 30, 2026. The existing system provides officers with body-worn cameras and the associated digital evidence management platform necessary for the recording, storage, retrieval, and management of law enforcement video evidence. LensLock has notified the City of increased rates associated with continuing the current agreement. In anticipation of the contract expiration, the Police Department negotiated a five-year extension with LensLock to maintain the existing BWC system while mitigating the impact of the proposed rate increases. The negotiated terms allow the Department to continue utilizing the current system at an annual cost that remains close to the original contractual amount, providing greater cost predictability and avoiding a significant increase in the Department's annual operating expenditures.

DISCUSSION

Extending the LensLock agreement for an additional five years will allow the Hitchcock Police Department to maintain continuity of its body-worn camera program without the operational and financial impacts associated with transitioning to a new system. The negotiated extension provides the City with favorable pricing compared to the increased rates that would otherwise apply, while preserving the Department's existing camera equipment, evidence management capabilities, officer familiarity, and established workflows. Maintaining the current system also minimizes potential costs associated with replacing equipment, retraining personnel, migrating digital evidence, and implementing a new evidence management platform. The Police Department recommends approval of the five-year LensLock contract extension as a fiscally responsible option that maintains an essential public safety technology while keeping annual expenditures close to the original contractual amount.

FISCAL IMPACT/SOURCE OF FUNDING:

General Fund – Regular budgeting practices

Submitted by:

Evans 9-10-26

Approved by:

ATTACHMENTS/ADDITIONAL INFORMATION:

LensLock Proposal #26-1388-3

LensLock, Inc.
10089 Willow Creek Rd. #200
San Diego, CA 92131 - U.S.A.

Issued: JULY 20, 2026
Proposal Valid for 45 Days
Proposal Number: #26-1388-3

Services: MAV Services
Business Partner: *LLFS
Length of Service: 60 Months
Start Date: September 1, 2026

CLIENT:
Hitchcock PD - TX
Attn: Police Chief Wilmon Smith
6815 2nd Street
Hitchcock, TX 77563
409-986-5559

LENSLOCK CONTACT:
Wes Kipley - Service Dir
Phone: **866-536-7562**
Email: WEK@LensLock.com

QTY	DESCRIPTION	ANNUAL PRICE	5-YR TOTAL COST
21	GENESIS BWC Eqt & Svc (18 Assigned + 3 Unassigned)	$17,982.00	$89,910.00
21	GENESIS BWC Accessories (10 Magnet - 10 Molle - 1 Gator)	$0.00	$0.00
0	GENESIS BWC DS-8 Docking Stations	$0.00	$0.00
9	In-Car Video (ICV) Equipment & Service	$17,091.00	$85,455.00
9	In-Car Video (ICV) Compatible BITS 3.0 Trigger Eqt *($299/year/vehicle)*	$0.00	$0.00
TBD	LensLock Vehicle Installation *($895/vehicle)*	TBD	TBD
1	LensLock Software - Mobile App & MDT App	$0.00	$0.00
1	Full 60-Month Hardware Warranty	$0.00	$0.00
UNLIMITED	District Attorney & Defense Access to LensLock DEMS	$0.00	$0.00
1	Microsoft Azure Annual Database Security Fee	$795.00	$3,975.00
		SUBTOTAL	$179,340.00
		CREDIT	($7,868.25)
		SALES TAX	**TBD**
		SHIPPING FEES	$198.00
		5-YR TOTAL	**$171,669.75**

*As part of an internal corporate accounting process, we utilize LensLock Financial Services for all accounting & billing system related operations. This provides efficient payment flexibility and confirms your service agreement. All terms, warranties, guarantees, and service commitments are confirmed. As part of LLFS, we offer you payment options as follows:

YR-1 Payment	YR-2 Payment	YR-3 Payment	YR-4 Payment	YR-5 Payment
$31,472.99	$35,049.19	$35,049.19	$35,049.19	$35,049.19

Thank you SINCERELY for your business!



LENSLOCK

INFORMATION TECHNOLOGY (IT) SERVICES, RELATED EQUIPMENT, & SUPPORT

Company Information

We build innovative, cost-effective technology solutions specifically designed for law enforcement agencies, and deliver best-in-class service each and every day. LensLock provides body-worn cameras, in-car cameras, security cameras, and digital evidence management to law enforcement agencies nationwide. We stand behind our motto: "We Serve Heroes Every Day." Our mission is to protect, innovate, and serve.

Products on Contract

- Body-Worn Camera Services
- In-Car Video Services
- Surveillance Camera Video and Network Services
- Digital Evidence Management Services

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order

PUBLICLY SOLICITED CONTRACT & AWARDED

Lead Public Agency:
League of Oregon Cities

RFP #2215

CONTRACT TERM

Contract Number: PS22120

Effective Date: 01/10/23

Initial expiration: 01/10/26

Possible extensions through: 01/10/29

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

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nppgov.com

customerservice@nppgov.com

877.329.8847

ITEM # 9

CITY OF HITCHCOCK TEXAS
COMMUNITY MEETS COMMERCE

CITY COUNCIL AGENDA REPORT

DATE: September 14, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Hitchcock Economic Development Corporation (HEDC)

SUBJECT: HEDC Budget

RECOMMENDATION: Consider and approve HEDC Budget.

BACKGROUND: HEDC submitted the Budget for consideration on August 17, 2026.

DISCUSSION: None.

FISCAL IMPACT/SOURCE OF FUNDING: None.

Submitted by:

Lance LaCour, HEDC Executive Director

_____

Approved by:

_____

ATTACHMENTS/ADDITIONAL INFORMATION:
HEDC 601 and 604 Budget & Budget Summary

HITCHCOCK ECONOMIC DEVELOPMENT CORPORATION FUND 601
FY 2027 PROPOSED BUDGET

		FY 2025 ACTUAL	FY 2026 AMENDED	FY 2026 ESTIMATED	FY 2027 PROPOSED	BUDGET CHANGE
AVAILABLE FUNDS						
BEGINNING FUND BALANCE		$ 290,431	$ 410,715	$ 410,715	$ 378,106	$ (32,609)
REVENUES						
4-000-11100	SALES TAX	361,704	360,000	423,357	423,357	63,357
4-000-60100	INTEREST	24,917	24,000	24,000	24,000	-
4-000-80240	SPECIAL EVENT REVENUE	-	-			-
4-000-89000	MISCELLANEOUS INCOME	67	3,000	3,000	3,000	-
4-000-90100	TRANSFER IN FUND	116,410	-	-	-	-
4-000-98100	PROCEEDS FROM LOAN	-	-	-	-	-
	TOTAL REVENUES	503,098	387,000	450,357	450,357	63,357
	TOTAL AVAILABLE FUNDS	793,529	797,715	861,072	828,463	30,748
APPROPRIATIONS						
5-612-11001	REGULAR SALARIES	94,196	105,000	105,000	107,000	2,000
5-612-11010	PART-TIME	-	12,317	12,317	20,000	7,683
5-612-12001	SOCIAL SECURITY	7,436	9,403	9,403	9,838	435
5-612-12002	TMRS RETIREMENT	6,788	7,254	7,254	7,254	-
5-612-12101	HEALTH INSURANCE	9,077	9,710	9,710	9,710	-
5-612-12102	DENTAL INSURANCE	338	369	369	369	-
5-612-12103	LIFE INSURANCE	224	262	262	262	-
5-612-12104	VISION	108	117	117	117	-
5-612-12201	UNEMPLOYMENT	180	234	71	234	-
5-612-12202	WORKERS COMP	180	219	219	219	-
5-612-12301	CAR ALLOWANCE	3,429	3,600	3,600	3,600	-
5-612-20110	OFFICE SUPPLIES	1,388	1,500	1,500	1,500	-
5-612-20250	DUES & SUBSCRIPTIONS	474	175	474	175	-
5-612-20305	MEETING EXPENSE	495	1,500	1,500	1,500	-
5-612-20310	PROMOTIONAL SUPPLIES	2,581	3,000	3,000	3,000	-
5-612-31010	LEGAL EXPENSES	11,377	12,000	22,000	12,000	-
5-612-31020	AUDIT FEES	10,940	10,940	5,184	5,200	(5,740)
5-612-31910	PROFESSIONAL SERVICES	22,663	44,500	44,500	96,500	52,000
5-612-32010	UTILITIES -WATER	1,298	1,600	1,600	1,600	-
5-612-32020	UTILITIES - ELECTRIC	-	-	-	-	-
5-612-32030	UTILITIES-TELECOM	6,019	4,000	4,000	4,000	-
5-612-33050	ADMINISTRATIVE SERVICES	11,000	12,000	12,000	12,000	-
5-612-33210	JANITORIAL SERVICES	2,408	2,410	2,410	2,410	-
5-612-33860	MARKETING	10,740	14,000	14,000	14,000	-
5-612-41020	WEBSITE	3,400	3,700	3,700	3,700	-
5-612-41030	COMPUTER SOFTWARE	9,747	21,000	21,000	21,000	-
5-612-42030	BUILDING REPAIR & MAINT	110	1,000	1,000	1,000	-
5-612-42040	GROUNDS MAINTENANCE	4,210	5,000	5,000	5,000	-
5-612-49020	PROFESSIONAL ASSOC FEES	5,950	12,000	12,000	12,000	-
5-612-49030	EDUCATION/DUES/TESTING	541	1,000	1,000	1,000	-
5-612-49040	TRAINING/TRAVEL/PER DIEM	4,402	8,000	8,000	8,000	-
5-612-49313	BUILDING RENTAL/LEASE	15,800	15,600	15,600	15,600	-

5-612-49790	SPECIAL ACTIVITIES	8,652	4,000	4,000	4,000	-
5-612-49792	EVENT SPONSORSHIP	200	1,000	1,000	1,000	-
5-612-49950	MISCELLANEOUS EXPENSE	(2)	-	1,200	2,400	2,400
5-612-49970	BANK FEES	134	200	32	200	-
5-612-51125	COMPUTER HARDWARE	-	4,500	4,323	2,500	(2,000)
5-612-52110	PURCHASE OF REAL PROPERTY	-	10,000	11,000	11,000	1,000
5-612-58113	GRANT CONSTRUCTION	-	-	4,000	20,000	20,000
5-612-60100	DEBT SERVICE-PRINCIPAL	-	50,000	50,000	50,000	-
5-612-60100	DEBT SERVICE - PRINCIPAL	26,329	27,685	27,685	29,111	1,426
5-612-60200	DEBT SERVICE - INTEREST	-	13,748	13,748	12,773	(975)
5-612-60200	DEBT SERVICE - INTEREST	38,684	37,328	37,328	35,902	(1,426)
5-612-60201	PAYING AGENT FEE	1,693	860	860	860	-
5-612-70100	TRANSFERS TO OTHER FUNDS	59,625		-		
5-612-95100	TRANSFER TO FUND 604	-	-	-	-	-
	TOTAL APPROPRIATIONS	382,814	472,731	482,966	549,534	76,803
	ENDING BALANCE	$ 410,715	$ 324,984	$ 378,106	$ 278,929	$ (46,055)

HEDC CONSTRUCTION FUND 604
FY 2027 PROPOSED BUDGET

		FY 2025 ACTUAL	FY 2026 ADOPTED	FY 2026 ESTIMATED	FY 2027 PROPOSED	BUDGET CHANGE
AVAILABLE FUNDS						
BEGINNING FUND BALANCE		$ 272,284	$ 239,814	$ 239,814	$ 76,814	$ (163,000)
REVENUES						
4-000-88100	SALE OF PROPERTY	$ -	$ 200,000	$ -	$ 200,000	$ -
4-000-98100	BOND FUNDS	-	-	-	-	-
4-000-90100	HEDC FUND TRANSFER IN	-	-	-	-	-
	TOTAL REVENUES	$ -	$ 200,000	$ -	$ 200,000	$ -
	TOTAL AVAILABLE FUNDS	$ 272,284	$ 439,814	$ 239,814	$ 276,814	(163,000)
APPROPRIATIONS						
5-000-31910	PROFESSIONAL SERVICES	$ 2,000	$ -	$ 26,000	$ 26,000	$ 26,000
5-000-42030	BUILDING REPAIR & MAINT	-	10,000	10,000	10,000	-
5-000-42040	GROUNDS MAINTENANCE	-	-	-	-	-
5-000-52110	PURCHASE OF REAL PROPERTY	28,120	190,000	25,000	50,000	(140,000)
5-000-54120	CONSTRUCTION	-	40,000	40,000	50,000	10,000
5-000-54121	ENGINEERING	1,600	50,000	40,000	50,000	-
5-000-54122	LANDSCAPE	-	15,000	2,000	15,000	-
5-000-54123	FURN.FIXURES & EQUIP.	-	-		-	-
5-000-54124	TECHNOLOGY	-	-	-	-	-
5-000-54125	ARCHITECTURAL	750	20,000	15,000	30,000	10,000
5-000-54129	RELOCATE EXPENSES	-	-	-	4,000	4,000
5-000-54130	MISC EXPENSES	-	-	-	-	-
5-000-54135	CONTINGENCY	-	25,000	5,000	25,000	-
	TOTAL APPROPRIATIONS	$ 32,470	$ 350,000	$ 163,000	$ 260,000	$ 24,000
	ENDING BALANCE	$ 239,814	$ 89,814	$ 76,814	$ 16,814	$ (73,000)

CITY OF HITCHCOCK – OTHER FUNDS
FY2027 Proposed Annual Operating & Capital Budget
Budget Summary – Hitchcock Economic Development Corporation – Fund 601

Vision: When seeking a location in Galveston County, the City of Hitchcock will be the location of choice for companies and families.

Mission: Lead the economic development efforts of the City of Hitchcock to recruit, retain, and expand high quality, high impact companies and projects, jobs, and talent to improve the quality of life and place for Hitchcock residents.

- Implementing New Strategic Economic Development Plan--Hitchcock 2030 and Hitchcock 2026 Work Plan. Strategic Plan involves three components: Marketing and Business Development, Competitiveness, and Organization.

Accomplishments for Fiscal Year 2025-2026:

Marketing & Business Development

- Companies and Projects Recruited, Expanded or Started Up
  - VT Chemical, 27 jobs, $7.3 million CapX, 35,000 SF, Project expected to create $900,000 in economic impact for City over 10 years. Company planning expansion for an additional project to manufacture fencing and create another 10 jobs.
  - Tastee Treatz, 1,400 SF, 3 jobs, $4,000 SSIP Grant provided by HEDC
  - O'Reilly's Auto Parts, 10,000 SF, 12 jobs, potential of $30,000 to $40,000 in projected sales tax/year.
  - nVent: 40,000 SF, 100 jobs, $6,000,000 CapX
  - DG Market, 10,000 SF, 9 jobs, $1,100,000 in CapX, $30,000 in projected sales tax/year.
  - Tilghman Crane and Transport, 19 jobs, $1,400,000 in CapX, Chapter 380 incentives approved. Economic impact is $443,000.
  - Texas Metal Fabricators, 20 jobs, $2,000,000 CapX
  - Marathon/Burns McDonell, 10 jobs, 11,000 SF
  - Williams Brothers Concrete, 5 jobs,
  - Hitchcock Village - 35 homes
  - Park Vista C-Store and Adjacent Building - 9,000 SF
  - **Totals:**
    Jobs: 209
    CapX: $18 million
    SF: 122,000
- Higher Sales Tax Projections: HEDC received highest sales tax month ever of $42,000 during this time period, and is projecting **$423,000** in sales tax revenue for the year.
- Opportunity Pipeline: 30 projects, $4 billion in CapX, 4,000 jobs.
- 30 RFIs responded to from the Governor's Office, GHP and other sources
- New HEDC Website completed.

- New GIS Viewer developed which includes all major GIS programs on one viewer.
- Participated with HREDA and Galveston County EDCs in meetings and marketing events.
- Attended Hitchcock Chamber of Commerce Meetings .
- Attended Retail Strategies Retail Academy and developed and approved Retail Recruitment Plan.
- Attended ICSC Red River Retail Conference, 2026
- Conducted targeted email outreach and submitted sites to grocery store companies.
- Met with Representatives of the Governor's Office for Economic Development, and Texas Economic Development Corporation in Austin.
- Attended Texas Downtown Association Annual Meeting in Waco.
- Conducted BRE Outreach to the Top 10 Employers in Hitchcock.
- Conducted the following Feasibility Studies:
  - Health Care Clinic, ER Study
  - Tourism Development Action Plan
- EDC approved expending $38,000 to partner with City for half of cost of permitting and fee review proposal.
- 60% of the Texas Tourism Friendly Certification completed.
- Social Media: 203 LinkedIn Followers, 817 Likes on Facebook.

Competitiveness

- $225,000 RCP/CDBG Resiliency Grant applied for approved by GLO.
- City Council approved for applying for EDA Disaster Recovery Grant for $5,000,000.
- Hired funding consultant to assist with procuring legislative funding for infrastructure, economic development, and community revitalization funds.
  - Congressman Weber's office applied for $3,000,000 for wastewater improvements on FM 2004.
- Facilitated Texas Downtown Association Downtown Assessment
  - Presented report to City Council
- Decreased cost of 8002 N. MLK Building and have had increased prospect visits and multiple offers on building.
- Approved amended Public Improvement District Policy.
- Conducted outreach to Port of Galveston (POG) about Foreign Trade Zone and referred companies to POG.
- Updated available property information and compiled updated economic and workforce information from Workforce Solutions, ESRI, and Jobs EQ.
  - 50 Properties Published on HEDC Website with Workforce and Demographics information from Lightcast and ESRI.
- Conducted Stage 1 Analysis of several industrial Sites (700 acres).

- Conducted Phase One ESA of two of the sites (330 acres) from the Stage 1 Analysis.
- Submitted Opportunity Zone 2.0 to Governor's Office/TXEDT.
- HEDC Board approved funding for identifying boundaries with signage for Downtown Mixed Use District.
- Hired Engineering/Architect Firm to develop plans (floor, windstorm, electrical etc. for renovating 8117 Hwy 6 Building.

Organization

- Hired Part-Time Administrative Assistant Casey Schoen.
- HEDC released from Cressman Lawsuit.
- Executive Director earned new Certificates of Course Completion for Sales Tax, Public Information Act and Open Meetings Act.

Goals for Fiscal Year 2026-2027:

- Continue Implementation Hitchcock 2030 Work Plan and develop and implement Work Plan for 2027.
- Fund $52,000 for EDA Disaster Grant Application costs for a total grant of $2,000,000 for water and wastewater infrastructure on FM 2004.
- Continue support of seeking legislative appropriations funding for infrastructure projects.
- Conduct and fund downtown signage and branding projects.
- Sell 8002 N. MLK Building in Downtown Hitchcock.
- Renovate building envelope of 8117 Hwy 6.
- Support and assist City staff with RCP GDBG/GLO Resiliency Grant.
- Attend ICSC Red River and other retail recruitment events.
- Recruit targeted retail projects.
- Administer incentive programs for existing and new projects.
    - Revise some incentive programs to support downtown retail projects.
- Continue to conduct property studies for industrial and commercial tracts.
- Recruit developer to develop speculative industrial, office, and retail space.
- Conduct 10 Business Retention & Expansion Interviews and support existing business expansion projects.
- Assist existing companies with permitting.
- Increase existing sales tax and ad valorem tax base.
- Attend targeted trade shows/marketing events.
- Respond to Governor's Office and GHP RFI's to support the HEDC Opportunity Pipeline.

ITEM # 10

CITY COUNCIL AGENDA REPORT

DATE: September 2, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Finance

SUBJECT: Ordinance Adopting FY 2026-2027 Annual Budget

RECOMMENDATION: Recommend approval of an Ordinance adopting the annual budget for the City of Hitchcock, Texas for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027. Motion to adopt the budget must be a record vote.

BACKGROUND: The FY 2027 Proposed Budget was presented to the City Council on August 17, 2026. A work session and discussion have been held on the proposed budget. A Public Hearing on the Proposed Budget was conducted on September 8, 2026, which allowed residents the opportunity to provide comments. The FY 2027 Proposed Budget has a property tax rate of $0.56 per $100 assessed valuation.

The City Council is required to adopt the annual budget prior to adopting the tax rate. Following action this item, the City Council will consider, by separate ordinance, the City's ad valorem tax rate for FY 2027 and, if required by state law, separately ratify the property tax revenue increase reflected in the budget. The vote to adopt the budget must be a record vote (roll call).

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:
City Council consideration and subsequent adoption of this item by Ordinance will adopt expenditure levels for the City of Hitchcock FY 2027 Budget.

	FY 2027 Proposed Budget	**% of Total**
Major Funds:		
General Fund	$7,386,220	51%
Utility Fund	$7,109,019	49%
Total	**$14,495,239**	**100%**

Submitted by: _____

Approved by: _____

ATTACHMENTS/ADDITIONAL INFORMATION: Ordinance

ORDINANCE NO. 2026-015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HITCHCOCK, TEXAS, AN ORDINANCE ADOPTING THE FY 2026-2027 ANNUAL BUDGET OF THE CITY OF HITCHCOCK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING EXPENDITURES AS THEREIN PROVIDED; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, was duly presented to the City Council by the City Manager and a Public Hearing was ordered by the City Council of the City of Hitchcock and public notice of said Public Hearing was caused to be given by the City Council and said Public Hearing was held according to notice on September 8, 2026.

WHEREAS, said proposed budget was prepared in accordance with TEX. LOCAL GOV'T CODE §102.003 and carefully itemized proposed expenditures by the City of Hitchcock, Texas, for projects and the estimated revenues available to cover said proposed budget; and

WHEREAS, the City of Hitchcock, Texas having made the proposed budget available for inspection by any taxpayer in the office of the City Secretary and on the City's website.

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

Section 1. That the proposed budget for the City of Hitchcock for fiscal year 2026-2027, in the form in which it is on file in the office of the City Secretary and Authorized Personnel Schedule are hereby approved in all respects and adopted.

Section 2. That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion, or judgement shall in no way affect the remaining portions, parts, or sections of this ordinance, which provisions shall be, remain, and continue to be in full force and effect.

Section 3. That this ordinance shall take effect and be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED this the 21st day of September 2026.

Christopher Armacost, Mayor
City of Hitchcock

ATTEST:

Debbie C. Nesbitt, City Secretary
City of Hitchcock

APPROVED AS TO FORM:

Kyle L. Dickson, City Attorney
City of Hitchcock

Council Action

Agenda Item Voting Results

Agenda Item Number:	**# 10**
Date:	September 21, 2026
Vote Type:	**VERBAL**
Description:	**ADOPTING THE FISCAL YEAR 2026-2027 BUDGET OF THE CITY OF HITCHCOCK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING EXPENDITURES AS THEREIN PROVIDED; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**
Result:	

Voter		Not Present	Yea	Nay	Abstain	Motion	Second
Chris Armacost	Mayor						
Mary Combs Demby	District 1						
Shawn Kadlecek	District 2						
Brian Smith	District 3						
Terry Knight	District 4						

ITEM # 11

CITY COUNCIL AGENDA REPORT

DATE: September 3, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance Setting the Ad Valorem Tax Rate of $0.560000.

RECOMMENDATION: Approval of an Ordinance setting the tax rate of $0.560000 per $100 of taxable valuation for the Tax Year beginning January 1, 2027, and ending on December 31, 2027.

BACKGROUND: Property tax values are determined by the Galveston County Appraisal District in conformance with state law. To meet the requirements of the Budget, the FY 2027 Ad Valorem Rate is $0.560000 cents per $100 of taxable valuation for the tax year beginning January 1, 2027, and ending December 31, 2027. A public hearing on the proposed tax rate was held on September 8, 2026.

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:
The following tax rate is required to support the general fund Fiscal Year 2027 Budget for Maintenance and Operations and Interest & Sinking Fund (debt service):

Proposed FY 2027 Property Tax Rate (Per $100 Valuation)

	Proposed Tax Rate
M&O	$0.553300
I&S	$0.006700
Total Tax Rate	**$0.560000**
Estimated Revenue	**$3,615,336**

The average taxable value of a residential homestead is $255,634. The estimated taxes on the average homestead would be $1,431.55.

Submitted by: _____

Approved by: _____

ATTACHMENTS/ADDITIONAL INFORMATION: Ordinance

ORDINANCE NO. 2026-014

AN ORDINANCE SETTING THE AD VALOREM TAX RATE OF THE CITY OF HITCHCOCK, TEXAS FOR TAX YEAR 2026 AT A RATE OF $0.56 PER ONE HUNDRED DOLLARS ($100.00) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF HITCHCOCK, TEXAS; SPECIFYING SEPARATE COMPONENTS OF SUCH RATE FOR OPERATIONS AND MAINTENANCE AND FOR DEBT SERVICE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION; REPEALING ALL OTHER ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Tax Assessor and Collector of Galveston County has performed the statutory calculations required by Section 26.04 of the Texas Tax Code, and has published the no new revenue tax rate, the voter-approved tax rate, an explanation of how they were calculated, and has fulfilled all other requirements for publication as contained in Section 26.04(e) of the Texas Tax Code: and

WHEREAS, the City Council of the City of Hitchcock published notice of its proposed tax rate as required by law and conducted a public hearing on the proposed tax rate on September 8, 2026;

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

Section 1. An ad valorem tax rate of $0.56 per one hundred dollars ($100.00) assessed valuation is hereby adopted for the 2026 tax year; such rate consisting of the following specified components:

a) FOR THE PURPOSE OF MAINTENANCE AND OPERATIONS: $0.553300 per one hundred dollars ($100.00) assessed valuation.

b) FOR PAYMENT OF PRINCIPAL AND INTEREST ON DEBT OF THIS CITY: $0.006700 per one hundred dollars ($100.00) assessed valuation.

Section 2. In accordance with the provisions and requirements of Section 26.05 of the Texas Tax Code, the City Council hereby states that THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Section 3. In accordance with the provisions and requirements of Section 26.05 of the Texas Tax Code, the City Council hereby states that THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 3.70% AND WILL INCREASE

TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $65.61.

Section 4. All taxes levied by virtue of this Ordinance shall be due and payable on October 1, 2026, and shall become delinquent after the 31st day of January 2027. If any person fails to pay ad valorem taxes on or before the 31st day of January 2027, the penalties and interest set forth under Section 33.01 of the Texas Tax Code shall apply.

Section 5. The Galveston County Tax Assessor-Collector in Galveston, Texas is hereby authorized to assess and collect the taxes of the City of Hitchcock, Texas, employing the above stated tax rate.

Section 6. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

Section 7. This Ordinance shall become effective upon its adoption.

PASSED AND APPROVED this on the 21st day of September 2026.

Christopher Armacost, Mayor
City of Hitchcock

ATTEST:

Debbie C. Nesbitt, City Secretary
City of Hitchcock

APPROVED AS TO FORM:

Kyle L. Dickson, City Attorney
City of Hitchcock

Council Action

Agenda Item Voting Results

Agenda Item Number:	**# 11**
Date:	September 21, 2026
Vote Type:	**VERBAL**
Description:	**ADOPTING THE FISCAL YEAR 2026-2027 TAX RATE OF $0.560000.**
Result:	

Voter		Not Present	Yea	Nay	Abstain	Motion	Second
Chris Armacost	Mayor						
Mary Combs Demby	District 1						
Shawn Kadlecek	District 2						
Brian Smith	District 3						
Terry Knight	District 4						

ITEM # 12

CITY COUNCIL AGENDA REPORT

DATE: September 3, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance Ratifying the Property Tax Rate Increase in the FY 2027 Budget.

RECOMMENDATION: Approval of an Ordinance ratifying the property tax increase as reflected in the FY 2027 Proposed Budget. Motion to ratify property tax increase must be a record vote (roll call).

In order to comply with state law, the following motion is required:

Motion: "I move approval of an Ordinance ratifying the property tax increase reflected in the FY 2026-2027 budget that will require raising more revenue from property tax than in the FY 2025-2026 Budget."

BACKGROUND: Section 102.007c of the Texas Local Government Code requires upon adoption of the budget a separate vote of the City Council to ratify the property tax increase reflected in the budget to be adopted. This vote is in addition and separate from the vote to adopt the budget or the tax rate.

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:
This budget will raise more revenue from property taxes than last year's budget by an amount of $366,177 which is a 11.27% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $111,395.

Submitted by: _____

Approved by: _____

ATTACHMENTS/ADDITIONAL INFORMATION: Ordinance

ORDINANCE NO. 2026-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HITCHCOCK, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2026-2027 BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE FISCAL YEAR 2025-2026 BUDGET BY $366,177 OR 11.27% AND OF THAT AMOUNT $111,395 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE ROLL THIS YEAR.

WHEREAS, the City Council has, on this same date, and prior to its consideration and adoption of this Ordinance, adopted by separate Ordinance the Budget of the City of Hitchcock for the Fiscal Year 2026-2027 Budget; and

WHEREAS, the Fiscal Year 2026-2027 Budget will require raising more revenue from property taxes than in the Budget of the City of Hitchcock for Fiscal Year 2025-2026.

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

Section 1. The City Council of the City of Hitchcock does hereby in all things ratify the property tax increase reflected in the Fiscal Year 2026-2027 Budget.

Section 2. A copy of the "*Vote Results*" sheet for this Ordinance, reflecting the record vote of the City Council on this Ordinance, shall be attached to this Ordinance by the City Secretary, and shall constitute a part of this Ordinance for all purposes.

PASSED AND APPROVED this the 21st day of September 2026.

Christopher E. Armacost, Mayor
City of Hitchcock

ATTEST:

Debbie C. Nesbitt, City Secretary
City of Hitchcock

APPROVED AS TO FORM:

Kyle L. Dickson, City Attorney
City of Hitchcock

Council Action

Agenda Item Voting Results

Agenda Item Number:	**# 12**
Date:	September 21, 2026
Vote Type:	**VERBAL**
Description:	**RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2026-2027 BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES IN THE FISCAL YEAR 2025-2026 BUDGET.**
Result:	

Voter		Not Present	Yea	Nay	Abstain	Motion	Second
Chris Armacost	Mayor						
Mary Combs Demby	District 1						
Shawn Kadlecek	District 2						
Brian Smith	District 3						
Terry Knight	District 4						

ITEM # 13

CITY COUNCIL AGENDA REPORT

DATE: September 3, 2026

AGENDA OF: September 21, 2026

DEPARTMENT: Finance

SUBJECT: Comprehensive Fee Schedule

RECOMMENDATION: Recommend approval of the FY 2027 Comprehensive Fee Schedule.

BACKGROUND: The Texas Local Government Code provides that certain filing fees, permit fees, inspection fees, deposits, and conditions for services may from time to time be established or updated. Fees charged by all departments within the City have been assembled into one comprehensive schedule, to facilitate their adoption and use. The City adjust fees to reflect any changes in the cost of providing those services.

DISCUSSION:

FISCAL IMPACT/SOURCE OF FUNDING:
The fee schedule is intended to recover the cost of providing appropriate services to fairly and equitably set fees for specific services.

Submitted by: _____

Approved by: _____

ATTACHMENTS/ADDITIONAL INFORMATION:
Ordinance
Exhibit A: Comprehensive Fee Schedule

ORDINANCE NO. 2026-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HITCHCOCK, TEXAS ADOPTING THE FISCAL YEAR 2026-2027 COMPREHENSIVE FEE SCHEDULE, ESTABLISHING AND REVISING FEES AND CHARGES FOR SERVICES PROVIDED BY THE CITY; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Hitchcock has adopted numerous ordinances that provide for various fees and charges that are subject to change from time to time; and

WHEREAS, the Local Government Code provides that certain filing fees, permit fees, inspection fees, deposits, and conditions of service may from time to time be established or updated, and

WHEREAS, the City Council of the City of Hitchcock has determined that the cost of providing certain services, such as filing fees, permit fees, inspection fees, and deposits should be required to pay for materials and special services, performed by City staff, are required, where it benefits the individual and not of general benefit, and

WHEREAS, the City Council may adjust fees for certain services from time to time and incorporate all adjusted and/or new fees for services provided into one comprehensive schedule, and

WHEREAS, the City Council has found it necessary to adjust fees for services, and to maintain a comprehensive document which incorporates most or all fees for services provided by the City into one schedule,

WHEREAS, the City has determined that the fees and charges specified herein are reasonable, necessary, fair, and designed to fund the various activities to which they pertain; and

WHEREAS, the establishment of new fees or revised fees are hereby established in the Comprehensive Fee Schedule as provided for in Exhibit A; and

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

Section 1. That the Comprehensive Fee Schedule is hereby adopted as presented in the attached Exhibit A with an effective date of October 1, 2026.

Section 2. Each City ordinance that originally provided a fee, charge, or fine that is mentioned on Exhibit A is hereby amended as shown on Exhibit A.

Section 3. Except as amended in Section 1, above, the FY 2026-2027 Comprehensive Fee Schedule shall remain in full force and effect.

Section 4. All ordinances in conflict herewith are repealed to the extent of such conflict.

Section 5. In the case of a fee listed in another Ordinance but not included in this Comprehensive Fee Schedule, the previous listed fee amount shall apply. This ordinance shall then be amended to include the particular fee.

Section 6. This ordinance is severable and, in the event that any part of this ordinance is stricken by a court of competent jurisdiction, the remainder, not so stricken shall remain in full force and effect.

PASSED AND APPROVED this on the 21st day of September 2026.

_____
Chris Armacost, Mayor
City of Hitchcock

ATTEST:

_____
Debbie C. Nesbitt, City Secretary
City of Hitchcock

APPROVED AS TO FORM:

_____
Kyle L. Dickson, City Attorney
City of Hitchcock

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
CITY SECRETARY		
Copies (8 1/2 x 11)	$0.10 per page	Title III, Ch. 40, Art.I, Sec 40.02
Copies (8 1/2 x 14)	$0.10 per page	Title III, Ch. 40, Art.I, Sec 40.02
Copies (11 x 17)	$0.25 per page	Title III, Ch. 40, Art.I, Sec 40.02
Color Copies	$1.00 per page	Not in Ord
Certified Copies	$1.00 per page	Not in Ord
Return Check, ACH and/or credit card charges Fee	$35	Title III, Ch. 40, Art.I, Sec 40.04
Voluntary Fees on Monthly Utility Bills		
Library Donation	$1.38	
Hitchcock Volunteer Fire Department Donation	$7.00	
Ambulance Fee - Mandatory	$4/month	Title V, Ch. 51, Art. V, Sec. 51.82
Occupational Tax:		
Package Store Permit (P) Annual	$500	Title XI, Ch. 110, Sec. 110.02
Wine Only Package Store (Q) Annual	$75	Title XI, Ch. 110, Sec. 110.02
Beer Retailer Off Premise (BF) License Annual	$60	Title XI, Ch. 110, Sec. 110.02
Retail Beer & Wine On Premise (BG) Annual	$175	Title XI, Ch. 110, Sec. 110.02
Retail Beer & Wine Off Premise (BQ) License Annual	$60	Title XI, Ch. 110, Sec. 110.02
Retail Beer On Premise (BE) Annual	$150	Title XI, Ch. 110, Sec. 110.02
(FB) Food & Beverage Certificate	$1125 for First Renewal, $1500 Second Renewal $750 for 3rd and Subsequent	Title XI, Ch. 110, Sec. 110.02
Brewpub License (BP) Annual	$500	Title XI, Ch. 110, Sec. 110.02
Other Liquor Permits (TX Alcohol Beverage Code)	1/2 State Fee/yr	Title XI, Ch. 110, Sec. 110.02

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Other Beer Licenses	1/2 State Fee/yr	Title XI, Ch. 110, Sec. 110.02
Peddler License		
Annual Peddler/Solicitor License	$150	Title XI, Ch.116, Sec. 116.04(1)
Mobile Food Unity Fire Life Safety Inspection	$150	
Late charge on Annual Peddler / Solicitors License Renewal	$25	
Annual Itinerant Vendor License	$150	Not in Ord
Late charge on Annual Itinerant License Renewal	$25	
Junk & Second Hand Dealer Permit	$350	Title XI, Ch. 115, Sec. 115.07
Sexually Oriented Business Application Fee	$500	Title XI, Ch118, Sec 118.10
Credit Card Convience Fee	3.00%	Not in Ord

Community Development

Vendor Space Fees		
Nonprofit	$10	
Regular	$30	
Food Truck	$50	
Recreational Facility Rental Fees		
Batting Cage	$10 per hour	
Baseball Field	$20 per hour	
Amusement Permits (Annual)		
License Establishment	$5,000	Title XI, Ch. 112, Sec. 112.06(A)(1)
Device Operation	$1300.00/machine	Title XI, Ch. 112, Sec. 112.06(B)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Criminal Background Check / Badge	$100/person	Title XI, Ch. 112, Sec. 112.06(B)
Badge renewal late fee	$5	
5 Devises or less	$100.00/machine	Not in Ord
Machine Replacement Fee	$108.33 p/month (Pro Rated)	Title XI, Ch. 112, Sec. 112.06(A)(1)
Replacement Badge Fee	$25	
Machine License Fee Late Charge	$5.00 per machine per day	
PID/PUD Application Fee	$100,000	Not in Ord
TIRZ Application Fee	$100,000	Not in Ord
Mobile Home/RV Park License		
Mobile Home Park Annual License Fee	$35.00 per space	Title XV, Ch. 153, Sec. 153.44(A)
RV Park Annual License Fee (less than 10 spaces)	$50.00 per space	Title XV, Ch. 154, Sec. 154.63
RV Park Annual License Fee (more than 10 spaces)	$35.00 per space	Title XV, Ch. 154, Sec. 154.63
Mobile Home / RV Park License Fee Late Charge	$ 5.00 per space	
RV License Transfer	$100	Title XV, Ch. 154, Sec. 154.64(B)
Vacant Structure Registry		
Registration Fee	$50	Title XI, Ch. 124, Sec. 124.05(A)
Inspection Fee	$75	Title XI, Ch. 124, Sec. 124.05(A)
Oil Wells & Chemical Transportation		
Drilling Permit	$10,000 plus $25,000 Cash Bond	Title VI, Ch. 114, Art. II, Sec. 114.17(A)
Supplemental Permit Deepen Oil Well	$5,000	Title VI, Ch. 114, Art. II, Sec. 114.21(B)
Oil Well Maintenance, Repair, Motification	$500	Not in Ord
Mineral Exploration Permit (Chapter 111)	$1,000/mile or any portion	Title XI, Ch. 111, Art. II, Sec 111.21(B)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Transportation of Industrial Waste/Chemicals Permit	$1,500/year	Title IX, Ch. 92, Art. II, Sec. 92.23(B)
Infrastructure :		
Infrastructure Plan Review Fee		
$50,000 and less	1% of actual construction cost of the project	
$50,000.01 and up	$500 for first $50,000 plus 0.5% of the actual construction cost over $50,000	
Infrastructure Permit Fee (Construction Portion)	1% of the actual construction cost of the project.	
FRANCHISE FEES (Chapter 117):		
Permit Fee		
New Pipeline Application Fee (Ordinance 2019-022)	$2,000 plus $500 for each Street and Drainage Crossing.	Title XI, Ch. 117, Art. I, Sec. 117.08(A)
ROW or Use of City Property Rental Charge Fee:		
Gathering Line Franchise		
Initial Franchise Fee	$5,000	Title XI, Ch. 117, Art. III, Sec. 117.41(A)
First Year, per rod	$25	Title XI, Ch. 117, Art. III, Sec. 117.41(C)(1)(a)
Annual Renewal per rod less than 24 inches	$40 per rod < 24" in nominal diameter	Title XI, Ch. 117, Art. III, Sec. 117.41(C)(1)(b)
Annual Renewal per rod ≥ 24 inches	$80 per rod ≥ 24" in nominal diameter	Title XI, Ch. 117, Art. III, Sec. 117.41(C)(1)(b)
Network Node Activity		
Network Node on Node Support Pole	$1000.00 per application $500.00 for up to 5 network nodes per application $250.00 for each additional network node	Title XV, Ch. 157, Sec. 157.21(A)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Network Node on Electric or Telephone Utility Pole	$500.00 for up to 5 network nodes per application $250.00 for each additional network node	Title XV, Ch. 157, Sec. 157.21(A)
Network Node Annual Site Rental Fee		
For Each Network Node not attached to City-owned pole	$250	Title XV, Ch. 157, Sec. 157.22
For Each Network Node attached to City-owned pole	$270	Title XV, Ch. 157, Sec. 157.22
PLATTING:		
Minor Plat/Minor Replat*		
**Plats administratively reviewed & approved only.*		
Single Family and Ag Residential	$575 + $30/Lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
Non-residential/Mixed Use/Other Residential	$875 + $40/acre + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
Amending Plat*		
**Plat administratively reviewed & approved only.*		
Single Family and Ag Residential	$375 + $30/lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
Non-residential/Mixed Use/Other Residential	$575 +$40/acre + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
Preliminary/Final Plat/Replat*		
**Consultant Fees & Legal Fees may apply*		
Single Family and Ag Residential		
0 to 5 acres	$575 + $30/Lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
5+ to 10 acres	$825 + $30/Lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
10+ to 20 acres	$1,075 + $30/Lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
20+ to 50 acres	$1,575 + $30/Lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
50+ acres	$2,075 + $30/Lot + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13
Other Residential/Non-Residential/Mixed Use/PUD	$1,075 + $50/acre and/or $30/Lot whichever is greater + County F. Fees	Title XV, Ch 155, Art. II, Sec. 155.13

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Extension of Plat Approval	$325	
Vacation of Plat	$1,075	
Exemption from Platting	$575	
Plat Recordation		
GENERAL FEES:		
* ***Consultant Fees*** *-Review of construction plans,reports, drainage studies, TIA's & any other documents associated with plats,site plans, mixed use concept plans or special legal instruments or submittals as necessary per application submitted. Fees include professional fees as billed by engineering and planning consultants or any consultant utilized bt the City to review development applicaions. Fee may be waived by City Administrator if project is minor in nature.*	Reimbursement due to City based on actual consulant fees incurred by City plus 15% Administration Fee. $2,000, minimum as a deposit against consultant fees. Staff may reduce to $750 against consultants fees if a projects is of a minor nature where limited engineering review is anticipated.	
Legal Fees *-All legal fees incurred by the City in the review, preparation and/or amendment of any legal document assosciated with a development application, such as, but not limited to Development Agreement or Public Infrastructure Agreement.*	Reimbursement due to City based on actual legal fees incurred by the City plus 10% Administration Fee.	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Extension of Time- *Fee may be waived by the City Council if the extension is requested prior to any approval expiring & subject to applicant proving cause for the extension. In granting an extension of time, the applicant will be subject to any new regulations and standards adopted by the City.*	$250 per extension	
Postponement* **On an agenda for which a public hearing was scheduled. Fee may be waived by*	$100	
ZONING:		
Re-Zoning Application Per Parcel	$750	Title XV, Ch. 156, Art. III, Sec. 156.36
Re-Zoning Application > 5 acres	$750	
May require Consultant Fees and/or Legal Fees		
Zoning Verification Letter	$50	
Request for Variance	$750	Title, XV, CH. 156, Art. III, Sec, 156.50
Request for a Specific Use Permit	$500 + certified mail out fees	Title XV, CH 156, Art. V, Sec 156.87
Board of Adjustment Appeal	$500 each	Not in Ord
Vested Rights Petition or Development Rights Determination	$500 plus City Attorney Fees	
Floodplain Development Permit	$100 plus Consultant Fees	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Drainage Review:		
Commercial	Actual Cost Plus 10%	
Residential (Initial and As Built plus 1 resubmission)	$150	
Residential - Additional Submittals	$75	
BUILDING PERMIT FEE:		
Contractor Registration Fee		
Contractor/Builder Annual Registration Fee	$50	
RESIDENTIAL PERMIT FEE		
Fee based upon construction square footage for project. Consultant fee may apply in additon to Residential Permit Fee		
New Single-Family Dwelling, Townhouse, Two-Family Dwelling, Residential Alterations.	$150 Minimum $1.25/square conditioned $0.75/square foot non-conditioned	150.17(D)(1) Title XV, Ch. 150, Art. II, Sec 150.17(D)(3) Title XV, Ch. 150, Art. II, Sec 150.17(D)(3)
Garages,Carports, Deck , Porches and Storage Buildings	$150.00 Minimum $0.75/square foot non-living	Title XV, Ch. 150, Art. II, Sec 150.17(D)(3)
COMMERCIAL PERMITS/APARTMENTS:		
BUILDING PERMIT- OTHER CONSTRUCTION		
Fee based upon construction square footage for project. Consultant fee may apply in additon to Construction Permit Fee	$1,000 minimum; First 10,000 sq. ft at $0.75 10,001 sq. ft. - 15,000 sq. ft. at $0.50 over 15,000 sq. ft. at $0.25	Title XV, Ch. 150, Art. II, Sec 150.17(D)(4)(a)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
ELECTROMAGNETICALLY LOCKS		
Electromagnetically locks	$300	
Plan Review	$150	
Trade permits not included.		
House Leveling / Elevation Permi	$250	Title XV, Ch. 150, Art. II, Sec 150.17(D)(5)
Full Window Frame Replacement Permit (Includes 2 inspections)	$250	Title XV, Ch. 150, Art. II, Sec 150.17(D)(5)
PLAN REVIEW FEES		
Charged at time of submittal of a construction permit application for review of application and accompanying documents. Non-Refundable	50% of building permit fee + consultant fee	
Any additional plan review will be two hour minimum for commercial projects	$50/hour	
Non-Compliance fee: Work started or performed without a permit	2 X Construction Permit Fee Payment of the double fee shall not relieve any person from fully complying with the requirementd of the Code in the executionof the work, nor from any other penalties prescribed herein.	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
	A fee of $100 assessed for proceeding with any work without first having an approved inspection at the required stage of construction.	
Re-Inspection Fees:		
Work not ready for inspection 1st Time	$75 per failed inspection	Title XV, Ch. 150, Art. II, Sec 150.17(D)(13)(a)
Work not ready for inspection 2nd Time	$150	Title XV, Ch. 150, Art. II, Sec 150.17(D)(13)(b)
Work not Ready for Inspection 3rd Time	$300	
After Hours Inspection (4 hour minimum per inspector)	$100 per hour	
Building Permit Extension Fee (Up to 6 months)	50% of original permit fee	
Certificate of Occupancy:		
Residential	$100	
Commercial	$300	
Temporary	Same as regular	
Short Term Rental Registration and Renewal	$175 annually	
Fire Life Safety Inspection	$300/per building	
Failure to obtain certificate of occupancy prior to occupying	$200	
Moving building permit including temporary structures	$250	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Remodel Fee (Residential/Commercial)	$200 minimum up to 100 square feet plus ea. additional sq. ft. $0.75	Title XV, Ch. 150, Art. II, Sec 150.17(D)(5)
Roof Permit	$150	Title XV, Ch. 150, Art. II, Sec 150.17(D)(5)
Fence Construction Permit		
Residential Fence - over 7 foot	$50	Title XV, Ch. 150, Art. II, Sec 150.17(D)(10)
Commercial Fence	$100	Title XV, Ch. 150, Art. II, Sec 150.17(D)(10)
Driveway Permit	$125	Title XV, Ch. 150, Art. II, Sec 150.17(D)(7)
Site Inspection/Walk Through Fees:		
City Inspector	$75	Title XV, Ch. 150, Art. II, Sec 150.17(D)(12)
Fire Marshall/Floodplain Manager	$75	Title XV, Ch. 150, Art. II, Sec 150.17(D)(12)
Mobile Home Permits		
General mobile home building permit	$150	Title XV, Ch. 153, Sec 153.03A
Out of City, pre approval inspection fee	$300	
RV Park Building Permit	$100 x Number of Spaces	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
GENERAL FEES:		
Moving of any building or structure *		
For movement of structure on City Streets or ROW where city assistance is required.		
*Only for moving structure where no plan review or inspection is required. All others will be charged regular permit and plan review fees.	$100	
Demolition Building Permit Fee:		
Residential	$75	Title XV, Ch. 150, Art. II, Sec 150.17(D)(11)
Commercial	$125	Title XV, Ch. 150, Art. II, Sec 150.17(D)(11)
Swimming Pools & Hot Tubs Permit Installation or Removal		
Swimming Pool/Spa	$250	Title XV, Ch. 150, Art. II, Sec 150.17(D)(8)
Spa/Hot Tub	$175	
Swiimmin Pool Plumbing	$100	
Spa/Hot Tub Plumbing	$100	
Swimminp Pool w/Spa Plumbing	$150	
Swimming Pool Electric	$100	
Bulk Head Permit	$2.50/lineal foot	Title XV, Ch. 150, Art. II, Sec 150.17(D)(9)
Plumbing Permit		
Minimum Fee	$75 minimum	Title XV, Ch. 150, Art. V, Sec. 150.46(A)
New Construction or Addition	$125 Base Fee + $25 additonal for each additional group. (1 to 4 fixtures/area)	Title XV, Ch. 150, Art. V, Sec. 150.46(C)
Mobile Home Plumbing Permit	$100	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Gas Test Only	$50	Title XV, Ch. 150, Art. V, Sec. 150.46(C)
Residential Repairs (Water/Sewer Pipes)	$125	Title XV, Ch. 150, Art. V, Sec. 150.46(B)
Commercial Repairs (Water/Sewer Pipes)	$200	Title XV, Ch. 150, Art. V, Sec. 150.46(B)
Sewer/Pipe Replacement	$125 each	
Water Heater Installation	$50	
Irrigation Permit		
Residential	$125	Title XV, Ch. 150, Art. V, Sec. 150.46(D)
Commercial (Backflow Certification Required)	$200	Title XV, Ch. 150, Art. V, Sec. 150.46(D)
Electrical Permit* (New, Repair, Upgrades)		
	Based on amps	
	$100 for 125 amps or less	Title XV, Ch. 151, Art. IV, Sec 151.057(B)
	$150 for 150 amps	Title XV, Ch. 151, Art. IV, Sec 151.057(B)
	$200 for 200 amps	Title XV, Ch. 151, Art. IV, Sec 151.057(B)
	$250 for 200 amps or more	Title XV, Ch. 151, Art. IV, Sec 151.057(B)
T-Pole & TCI	$150	
Mobile Home Electric Permit	$125	
New RV Electric Permit	$25.00 X Number of spaces	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Emergency Generators		
Installation (includes electrical, plumbing, slab)	$250	
Solar Panels (includes Install and electrical	$300	
Installation of Battery Backup, Service Work	$150	
Mechanical/HVAC Permit		
Residential New	$125 each	Title XV, Ch. 150, Art. V, Sec. 150.33(A)(1)
Residential Repair or Partial Change	$75 each	Title XV, Ch. 150, Art. V, Sec. 150.33(A)(2)
Commercial New or Complete Change	$125 </= 4 Ton/each	Title XV, Ch. 150, Art. V, Sec. 150.33(A)(3)(a)
	$150 over 4 Ton/each	Title XV, Ch. 150, Art. V, Sec. 150.33(A)(3)(b)
Commercial Mechanical	.0267 Per Ton (Example: 80 Ton Times .0267 = $3,000.00)	
Commercial Mechanical Boiler System	.0015 Per BTU (Example: 1 Mil BTU times .0015 =	$1,500.00)
Commercial Repair or Partial Change	$75 each	Title XV, Ch. 150, Art. V, Sec. 150.33(A)(4)
Mobile Homes	$100 each	
Sign Permit		
Billboard	$500	Title XV, Ch. 150, Art VII, Sec. 150.83(B)
All Other Signs	$100	Title XV, Ch. 150, Art VII, Sec. 150.83(B)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Fill Grade Permit (Fill Dirt)		
General Fill Grade < 10 cubic yards	Free	
General Fill Grade < 1000 cubic yards	$100	
Engineered Fill Grade 1000+ cubic yards, 3 or more inspections	$500	
Concrete Permit		
Over 2 yards, 1 inspection	$125	Title XV, Ch. 150, Art. II, Sec 150.17(D)(7)
Large pours requiring multiple inspections such as replacing or new driveways, parking lots, roads etc.	$75 per additonal inspections	Title XV, Ch. 150, Art. II, Sec 150.17(D)(7)
Miscellaneous Permits/Inspections		
Access Gates with Fire Access	$200	
Occupant Load Evaluation	$50	
Product Line Inspection	$200	
Underground Storage Tank	$350	Title IX, Ch. 91, Art. II, Sec. 91.31 (C)
Hot Work (Welding, Asphalt Kettles, Roof Torching)	$300	

STREET DEPARTMENT

Culvert Installation Fee

No Material Added	$15/lineal foot ($50 min.)	Title IX, Ch. 93, Art. I, Sec. 93.08
Material Added > than 16 lineal foot	$25/lineal foot ($50 min.) City's cost for material and labor	Title IX, Ch. 93, Art. I, Sec. 93.08 Title IX, Ch. 93, Art. I, Sec. 93.08
Construct Street Permit Fee	$100 permit fee	Title IX, Ch. 93, Art. I, Sec. 93.04

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Street Excavation Permit	$100 permit fee	Title IX, Ch. 93.28, Srt I, Sec. 93.28

FIRE PREVENTION

Commercial & Multi-Familty Construction
Fire Alarm and/or Sprinkler System Plan Review*
**Based upon construction valuation*

Less than $6,250	$250
$6,250 to $250,000	$375
$251,000 to $500,000	$531
$501,000 to $1,000,000	$690
$1,001,000 to $3,000,000	$1,000
$3,001,000 to $6,000,000	$1,500
$6,000,000 and up	$1,500 for the first $6,000,000 plus $0.31 for each additional $1,000.

Commercial & Multi-Familty Construction
Fire Alarm and/or Sprinkler System Inspection*
*Based upon construction valuation for project

Less than $6,250	$375
$6,250 to $250,000	$531
$251,000 to $500,000	$656
$501,000 to $1,000,000	$845
$1,001,000 to $3,000,000	$1,190
$3,001,000 to $6,000,000	$1,785
	$1,785 plus $0.48 for each additional
$6,000,000 and up	$1,000.

Fire Extinguisher Suppression Sys	$475 per permit
Type 1 Hood Exhaust	$500.00 (Including inspections)
Plan Review	$150
Type 2 Hood Exhaust	$500
Plan Review	$150

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Multi-Family Residential/Hotels/Motels (Annual)		
3-20 Dwelling Units	$200	
21 or more Dwelling Units	$400	
High Hazard Operations (Annual)		
Hazardous Materials Storage Tier I	$350	
Auto Wrecking Yards	$150	
Automotive Repair	$250	Title XI, Ch. 123, Sec. 123.04(A)
Salvage Yard	$350	Title XI, Ch. 123, Sec. 123.04(B)
Industrial Ovens	$225	
Lumberyards	$260	
Tire Storage	$150	
High Pile Storage Level I: 2500 to 20,000 sq. ft.	$475	
High Pile Storage Level I: 2500 to 20,000 sq. ft.	$700	
Scrap Metal Yards	$150	
Motor Vehicle Fuel Dispensing	$350	
Welding Shops, Iron Works	$300	
Indoor Firing Range License Fee		
Initial Permit Fee	$1,000	Title IX, Ch. 97, Art II, Sec. 97.12
Annual Permit	$125/year	Title IX, Ch. 97, Art II, Sec. 97.12
Special Assembly Occupancies		
Carnivals/Circus/Car Shows/Mass Gathering Etc..	$500	
Temporary Membrane Structures/Tents/Canopies	$125	

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Explosives and Pyrotechnics		
Fireworks Stand Annual Permit	**$500**	
Indoor Fireworks Stand Annual Permit	**$600**	
Conducting the Sales of Fireworks Without a Permit	**3x the fee**	
Explosives Use/Storage	$400	
Pyrotechnics Use/Storage	$300	
Fireworks Displays	$500	Title IX, Ch. 91, Art III, Sec. 91.43(c)
Assembly Use Occupancy		
1-99 Person Occupant Load	$250	
99-299 Person Occupant Load	$350	
300 or more Person Occupant Load	$500	
Licensed Facilities Providing Less Than 24 Hour Care		
Licensed for 1-25 Children	$100	
Licensed for 26-49 Children	$150	
Licensed for 50-99 Children	$200	
Licensed for 100-149 Children	$250	
Licensed for 150 or more Children	$300	
Group Home Day Care		
Licensed for 1-12 People	$100	
Foster Homes/Group Foster Homes 24 Hour Care		
Licensed for 1-6 Children	$100	
Licensed for 7-12 Children	$200	
Hospitals/Nursing Homes Providing 24 Hour Care		
Licensed for 1-99 Beds	$300	

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Licensed for 100-199 Beds	$400	
Licensed for 200-499 Beds	$500	
Licensed for 500 or more Beds	$600	
Other 24 Hour Care Facilities		
Licensed for 1-3 Occupants	$100	
Licensed for 4-16 Occupants	$175	
Licensed for 17-25 Occupants	$250	
Licensed for 26 or more Occupants	$325	

ANIMAL CONTROL

Pet License:

Annual Fee Per Animal	$5	Title IX, Ch. 90, Art II, Sec. 90.05(C)
Three Year Renewal	$15	Title IX, Ch. 90, Art II, Sec. 90.05(C)
Neutered Animal Lifetime	$15	Title IX, Ch. 90, Art II, Sec. 90.05(E)
Dangerous Animal License Annual	$100 Annual	
Running at Large and/or Not Tagged		
Per Citation	$284	Class C Misdemeanor Filed w/Court
Animal Pet Shop Application Fee	$150	Title IX, Ch. 90, Art. II, Sec. 90.21 (C)

POLICE

Police Reports

Past Department Reports	$15/hr, 1 hr minimum
Accident Report Copy	$6

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Accident Report Certified Copy	$8	
Police Report Copy	$0.10 per page	
Body and In-Car Camera Footage		
Release of video	$10	
Per each miniute of Video	$1	
Wrecker Permit Fees		
Annual Wrecker Company Rotation Permit Fee	$1,000	Title XI, Ch. 120, Sec 120.01(4)
Annual Wrecker Rotation Fee Per Wrecker	$100	Title XI, Ch. 120, Sec 120.01(4)
Annual Wrecker Driver Resgistration Fee Per Driver	$100	Title XI, Ch. 120, Sec 120.01(4)
Alarm Permit Fees		
One Time Residential Alarm Permit	$25	Title, XI, Ch. 121, Sec. 121.05(G)
Annual Commercial Alarm Permit	$100	Title, XI, Ch. 121, Sec. 121.05(G)
Late Fee	$10	Title, XI, Ch. 121, Sec. 121.05(G)
False Alarm Fees (Yearly)		
Between 3 and 5 false alarms (each)	$50	Title, XI, Ch. 121, Sec. 121.05(H)
Between 6 and 8 false alarms (each)	$75	Title, XI, Ch. 121, Sec. 121.05(H)
More than 8 false alarms (each)	$100	Title, XI, Ch. 121, Sec. 121.05(H)
Four or more in a quarter	$50/per alarm	Title, XI, Ch. 121, Sec. 121.05(H)
Monitoring Company failure to verify alarm	$200	Title, XI, Ch. 121, Sec. 121.05(H)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
Appeal Fee	$25	Title, XI, Ch. 121, Sec. 121.05(H)
Use of a non-permitted alarm system	$100	Title, XI, Ch. 121, Sec. 121.05(H)
Use of an alarm during alarm permit suspension	$200	Title, XI, Ch. 121, Sec. 121.05(H)
Golf Cart Fees (per Golf Cart)		
Initial Inspection and Permit Sticker (2 year period)	$50	
Re-Inspection	$10	Title VII, Ch. 74, Art. II, Sec. 74.16(B)(6) and (D)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
UTILITIES		
Deposit - Residential	$250	Title V, Ch. 51, Art. V, Sec. 51.74
Deposit - Commercial	$600	Title V, Ch. 51, Art. V, Sec. 51.74
Deposit - Multi Unit	2x normal monthly usage	Title V, Ch. 51, Art. V, Sec. 51.74
Ambulance Fee	$4/month	Title V, Ch. 51, Art. V, Sec. 51.82
Penalty Fee	10% of delinquent utility charges.	
Cut-off Administration Fee	$50	Title V, Ch. 51, Art. V, Sec. 51.79
After Hours Reconnect Fee	$150	
Re-Read Fee	$5	
After Hour Call Out	$50	
Meter replacement due to customer damage	Cost plus 10%	
Repair Water/Sewer Sevice Damaged by Construction	Actual Cost plus 10% $250 min.	
All Special W/WW Services & Special Applications Not Covered	Actual Cost	
Tampering Fees		
First Offense	$500	
Offense after first	$750	
Police reports are made for each offense		
Hydrant Construction Meter	$3,000 deposit	
Bulk Water		
Base Fee	$72.50 per month	
In Town Use	$15/1000 gallons or any part of	
Out of Town Use	$20/1000 gallons or any part of	
New Service Fees:		
Water Tap Fee		
3/4" Meter	$1,300 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(A)(1)
1" Meter	$1,500 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(A)(2)
1 1/2" Meter	$2,000 plus actual cost & labor*	
2" Meter (Contracted Out)	$2,000 plus actual cost & labor*	
3" or Larger (Contracted Out)	$2,000 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(A)(3)
Push	$25.00/foot	Title V, Ch. 51, Sec. 51.23(A)(3)

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

FY 2027

	Adopted Fee	Ordinance Location
Water Meters & Endoint		
Meter Endpoint Replacement cost	$155	
5/8" Meter G2 E-Series	$405	
5/8" Meter E-Series Plus	$795	
3/4" Meter	$450	
1" Meter	$520	
1 1/2 " Meter	$1,275	
2" Meter	$1,500	
3" Meter	$3,500	
4" Meter	$4,600	
6" Meter	$6,975	
Sewer Tap Fee		
Standard 4" Short Service	$1,100 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(B)(1)
5' and above	$900 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(B)(3)
Below 5'	$1200 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(B)(3)
Industrial Waste Permit	$2,500	
Additional Fee		
5/8" x 3/4" Curb Stop (fee for broken valve/ break by customers)	$60 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(3)
1" Curb Stop (fee for broken valve/breaks by customers)	$100 plus actual cost & labor*	Title V, Ch. 51, Sec. 51.23(3)

*Allows for the adjustment of fees in accordance with cost of providing utility service. Commercial accounts- Service fee will be based on actual cost of installation & metering equipment

EXHIBIT A

CITY OF HITCHCOCK
FY2027 COMPREHENSIVE FEE SCHEDULE

	FY 2027 Adopted Fee	Ordinance Location
SOLID WASTE		
Garbage Deposit	$50	Title V, Ch. 50, Sec. 50.12 (C)
Residential Garbage Collection	$18.75/month + 8.25% tax	Title V, Ch. 50, Sec. 50.12 (A)
Commercial Garbage Collection	$28.49/month + 8.25% tax	
Waste Water Treatment Plant		
Septic Tank Waste Disposal	$0.04/gal.	Title V, Ch. 51, Sec. 51.56