CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 4, 2023, 5:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR, FRIENDSWOOD, TEXAS 77546

AGENDA

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

United States Pleas and State of Texas Pledge.

4. COUNCIL FOR A DAY

A. Consider a proclamation declaring December 5, 2023, as Cline Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND REPORTS

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report.

6. PUBLIC COMMENT

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

7. WORK SESSION TOPICS

A. Presentation and discussion regarding the Water and Wastewater Impact Fee Update.

8. FRIENDSWOOD CITY CENTER DEVELOPMENT

A. Conduct a public hearing concerning the creation of a tax reinvestment zone and its benefits to the City and to the property in the proposed zone, which includes approximately 124.61 acres situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

B. Conduct a public hearing concerning the advisability of the creation of a Public Improvement District (PID) to make certain improvements in the area described as approximately 124.61 acres situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

C. Consider authorizing the Professional Services Payment Agreement with Madison Development Corp., LLC, regarding the assumption of the costs associated with the creation of the Friendswood City Center Public Improvement District and the establishment of the Reinvestment Zone Number One, Friendswood, Texas.

D. Consider an ordinance designating a contiguous geographic area, being approximately 124.61 acres located in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One, City of Friendswood (the "Zone"); describing the boundaries of the Zone, creating a Board of Directors for the Zone; establishing a tax increment fund for the Zone; and providing for the effective date and termination date of the Zone.

9. ZONE CLASSIFICATION CHANGE FROM NEIGHBORHOOD COMMERCIAL (NC) TO DOWNTOWN DISTRICT (DD)

A. Conduct a public hearing regarding a proposed zone classification change concerning property located at 901 S. Friendswood Drive and more particularly described as 0.54 acres being Lot One (1), of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353, of the Map Records of Galveston County, Texas, to change from Neighborhood Commercial (NC) to Downtown District (DD).

B. Consider an ordinance regarding a zone classification change concerning property located at 901 S. Friendswood Drive and more particularly described as a 0.54-acre tract of land being Lot One (1), of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353 of the Map Records of Galveston County, Texas, to change from Neighborhood Commercial (NC) to Downtown District (DD).

10. REAUTHORIZATION OF BUILDING PERMIT FEES

A. Conduct a public hearing regarding the reauthorization of building permit fees, which fees include those charged by the City of Friendswood as a condition to constructing, renovating or remodeling a structure and contained in Appendix D "Fees" of the Friendswood City Code.

B. Consider an ordinance reauthorizing the building permit fees contained in Appendix D of the Friendswood City Code pursuant to Section 214.908 of the Texas Local Government Code.

11. CITY MANAGER'S REPORT

A. Receive an update regarding recognizing the Friendswood Police Department Dispatch Division for receiving a Service Level Shoutout for September 2023 from the Greater Harris County 9-1-1 Emergency Network.

B. Receive an update regarding the Friendswood Historical Society Annual Christmas Tree Lighting.

C. Receive an update regarding the Wonderland Quartet performing at the Friendswood Public Library.

D. Recognize Rhonda Bloskas, Deputy Director of Administrative Services – Finance for being selected as President of the Gulf Coast Government Finance Officers Association for 2024.

E. Recognize City Secretary Lettie Brysch for her participation as a guest speaker/presenter at the 35th Annual Secretary of State Election Law Seminar for Cities, Schools and Other

Political Subdivisions on the topic of Candidate Packets and other Practical Considerations.

F. Receive an update regarding the Friendswood Volunteer Fire Department EMS Division receiving the 2023 Public Education/Injury Prevention Award from the Texas Department of State Health Services (DSHS).

12. BUSINESS ITEMS

A. Consider authorizing the Third Amendment with Garver, LLC, for the Clear Creek Crossing Project and the New GST and Pump Improvements at SWP 1.

B. Consider authorizing a Professional Services Agreement with HDR Engineering, Inc., for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project.

C. Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the Deepwood Drainage Improvement Project.

D. Consider authorizing an Interlocal Agreement for the Purchase of Remote Sensing Data and Related Services with the Houston-Galveston Area Council.

13. PROPOSED RESOLUTIONS & ORDINANCES

A. Consider on final reading an ordinance renaming Harold Whitaker Drive to Whitaker Drive.

B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment I" and providing for supplemental appropriation and/or transfer of certain funds.

C. Consider on first reading an ordinance adopting an annually repeating 100% Updated Service Credit with Transfers and 50% Non-retroactive Cost of Living Adjustment Increase to Annuitants.

D. Consider a resolution casting the City of Friendswood's ballot for the election of a person to serve on the Board of Directors of the Harris Central Appraisal District.

E. Consider a resolution casting the City of Friendswood's ballot for the election of representatives to the Galveston Central Appraisal District Board of Directors for 2024-2025.

F. Consider a resolution designating the City Manager as the Subrecipient Authorized Representative and granting the City Manager signatory authority for the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program.

14. CONSENT AGENDA

All Consent Agenda items listed are considered to be 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, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. Consider accepting the Industry Park Friendswood Phase II Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.

B. Consider approving the ad valorem tax report for October 2023.

C. Consider approving the minutes of the City Council Regular Meeting held on November 6, 2023.

15. EXECUTIVE SESSION

A. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to discuss or deliberate the offer of a financial or other incentive to a business prospect for the development of the Friendswood City Center and to consult with the City's attorneys regarding a Development Agreement related thereto.

16. DISCUSSION AND POSSIBLE ACTION

A. Consider a resolution authorizing the creation of the Friendswood City Center Public Improvement District, which includes approximately 106.472 acres of land situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

B. Consider authorizing a Development Agreement with Madison Development Corp., LLC, for the Friendswood City Center Development.

17. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: HTTP://RELAYTEXAS.COM.

Leticia Brysch, City Secretary
Posted in compliance with the Open Meetings Act on this 1st day of December 2023, at 5:00 p.m.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/03/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a proclamation declaring December 5, 2023, as Cline Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Cline Elementary to participate in the Kid's Council in order to declare December 5, 2023, as Cline Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Cline Elementary Proclamation December 2023

PROCLAMATION

Office of the Mayor
City of Friendswood, Texas

I, MIKE FOREMAN, by the virtue of the authority vested in me as MAYOR of the City of Friendswood, Texas, do hereby proclaim :

December 5, 2023

Cline Elementary Day

IN THE CITY OF FRIENDSWOOD

WHEREAS, *Cline Elementary takes pride in its excellent teachers, support staff and parent volunteers that make up its learning community that celebrates each child's unique gifts; and*

WHEREAS*, at Cline Elementary, the learning community believes that Music, Art, Physical Education, Library, Technology, and character development are integral in developing the whole child; and*

WHEREAS*, education is the key to a successful life, and the staff at Cline Elementary is dedicated to providing the children of Cline Elementary with a quality education in a safe environment; and*

WHEREAS, *the children at Cline Elementary are engaged learners and Bucketfillers.*

NOW THEREFORE*, I, Mike Foreman, Mayor of the City of Friendswood, hereby declare December 5, 2023, as*

Cline Elementary Day in the City of Friendswood, Texas

In testimony whereof, witness by my hand and the Seal of the City of Friendswood, this 5th day of December, 2023.

_____

Mike Foreman, Mayor

Attest:

_____

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/15/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Presentation and discussion regarding the Water and Wastewater Impact Fee Update.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Impact fees are capital recovery fees used to expand the water and sewer systems to accommodate new growth. In order to assess an impact fee, a City must use land use assumptions to determine population growth and provide details on specific capital improvement projects that will be funded with the fees collected. The impact fees are paid at the time of building permit issuance and are based on meter size. The City first began charging impact fees in 1990. Chapter 395 of the Local Government Code requires an updated study every five years. The last update was in done in 2018 and approved in 2019n.

State law requires a Capital Improvement Advisory Committee (CIAC) and the purpose of that committee is to provide input on the land use assumptions and the capital improvement plans for water and wastewater. By ordinance, the Planning and Zoning Commission acts as the CIAC for Friendswood.

At a special meeting held November 16, 2023, the CIAC reviewed the updated study and voted 5 to 0 (Commissioners Koerner and Bounds were absent) to recommend approval of the report entitled "2023 Water and Wastewater Impact Fee Update."

Staff from Freese and Nicols, Incorporated (FNI) will be presenting the updated information to Council at its meeting December 4, 2023. A public hearing will be held at Council's meeting on Monday, January 8, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

2018 - ADOPTED
Recommended Water Impact Fee = $1,407/ESU
Recommended Wastewater Impact Fee = $2,820/ESU
TOTAL Impact Fee - $4,227/ESU

2023 - DRAFT
Recommended Water Impact Fee = $3,721/ESU
Recommended Wastewater Impact Fee = $1,675/ESU
TOTAL Impact Fee - $5,396/ESU

RECOMMENDATIONS

ATTACHMENTS

1. City Council LUA, CIP, and Impact Fee Workshop Slides - 12-04-2023
2. DRAFT Water and Wastewater Impact Fee Update Report - 11-06-2023
3. CIAC Memo

WATER AND WASTEWATER IMPACT FEE

City Council Meeting

December 4, 2023

AGENDA

- OVERVIEW & IMPACT FEE BASICS
- LAND USE ASSUMPTIONS
- WATER & WASTEWATER CIPs
- IMPACT FEE ANALYSIS
- PATH FORWARD

WHAT ARE IMPACT FEES?

One-time charge assessed to new development for a portion of costs related to specific capital improvements

Systematic, structured approach to assessment of fees

THE BASIC QUESTION

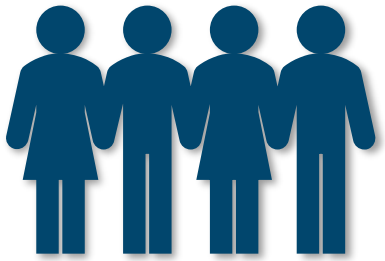
WHO PAYS FOR INFRASTRUCTURE TO SERVE GROWTH?

IMPACT FEES

New development shares the cost

NO IMPACT FEES

Existing and future rate payers pay for all capital projects



IMPACT FEE BACKGROUND

- Governed by Chapter 395 of the Texas Local Government Code (TLGC)
- State law requires impact fees to be updated every 5 years
- Why have impact fees?
  - ✓ Allows cities to **recoup costs** associated with infrastructure needed to serve future development, and **makes growth pay for a share of the growth**
  - ✓ Reduces full cost burden of new facilities on **existing customers**

A **Capital Improvements Advisory Committee (CIAC)** provides study input and written comments to Council on the land use assumptions, CIP, and impact fee

WHAT IS ELIGIBLE FOR IMPACT FEES?

Components that ***can*** be paid for through an impact fee program:

- ✓ Recently constructed improvements with excess capacity to accommodate growth within 10 years
- ✓ Construction cost of capital improvements on the 10-Year CIP
- ✓ Survey and Engineering fees
- ✓ Land acquisition costs, including court awards
- ✓ Debt Service of Impact Fee CIP
- ✓ Study/Update Costs

Components that ***cannot*** be paid for through an impact fee program:

- × Projects not included in the CIP
- × Repair, operation and maintenance of existing or new facilities
- × Upgrades to serve existing development
- × Administrative costs of operating the program
- × Non-CIP debt service

IMPACT FEE CALCULATION

$$\text{Impact Fee Per ESU} = \frac{\text{Eligible CIP Cost} - \text{Rate Credit}}{\text{Service Unit Growth}}$$

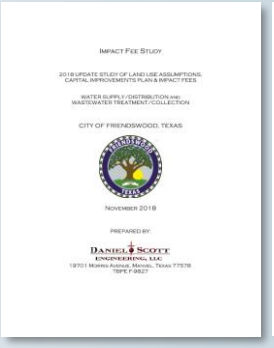
ESU = Equivalent Service Unit (connection for a single-family home)

Eligible CIP Cost = 10-year capital cost (2023 - 2033)

Rate Credit = Chapter 395: Reduce eligible CIP Cost by a credit equal to 50 percent of the total projected cost of implementing the CIP

Service Unit Growth = Derived from land use assumptions for 10-year growth in **ESUs**

EXISTING IMPACT FEE ORDINANCE


IMPACT FEE STUDY

2018 UPDATE STUDY OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN & IMPACT FEES

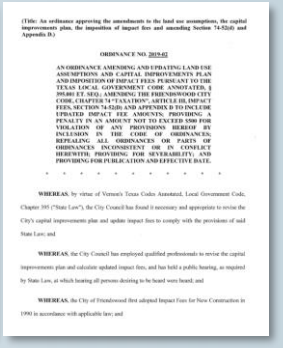
WATER SUPPLY / DISTRIBUTION and WASTEWATER TREATMENT / COLLECTION

CITY OF FRIENDSWOOD, TEXAS

NOVEMBER 2018

PREPARED BY:

DANIEL SCOTT ENGINEERING, LLC


(Title: An ordinance approving the amendments to the land use assumptions, the capital improvements plan, the imposition of impact fees and amending Section 74-52(d) and Appendix B.)

ORDINANCE NO. 2019-02

AN ORDINANCE AMENDING AND UPDATING LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND IMPOSITION OF IMPACT FEES PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE ANNOTATED, § 395.001 ET. SEQ.; AMENDING THE FRIENDSWOOD CITY CODE, CHAPTER 74 "TAXATION", ARTICLE III, IMPACT FEES, SECTION 74-52(D) AND APPENDIX B TO INCLUDE UPDATED IMPACT FEE AMOUNTS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $500 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION IN THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

* * * * * * * * * * *

WHEREAS, by virtue of Vernon's Texas Codes Annotated, Local Government Code, Chapter 395 ("State Law"), the City Council has found it necessary and appropriate to revise the City's capital improvements plan and update impact fees to comply with the provisions of said State Law; and

WHEREAS, the City Council has employed qualified professionals to revise the capital improvements plan and calculate updated impact fees, and has held a public hearing, as required by State Law, at which hearing all persons desiring to be heard were heard; and

WHEREAS, the City of Friendswood first adopted Impact Fees for New Construction in 1990 in accordance with applicable law; and

- Existing impact fees adopted in February 2019
- Assessed based on the water meter size

Total Water & Wastewater Impact Fee for 1" meter = $4,227

Meter Size	Type	ESU	Water Impact Fee	Wastewater Impact Fee	Total Water and Wastewater Impact Fee
1”	simple	1	$1,407	$2,820	$4,227
1-1/2”	simple	2	$2,814	$5,640	$8,454
2”	simple	3	$4,221	$8,460	$12,681
3”	compound	6	$8,442	$16,920	$25,362
4”	compound	10	$14,070	$28,200	$42,270
6”	compound	20	$28,140	$56,400	$84,540
8”	compound	32	$45,024	$90,240	$135,264
10”	compound	46	$64,722	$129,720	$194,442
12”	compound	86	$121,002	$242,520	$363,522

1” meter is the smallest acceptable meter size. Meters smaller than 1” to pay 1” meter fee.

IMPACT FEE UPDATE PROCESS

- CIAC Workshop: Water & Wastewater Impact Fee 101
- Develop 10-Year Land Use Assumptions
- Develop 10-Year Impact Fee Capital Improvements Plan
- Council Workshop: Water & Wastewater Impact Fee 101
- Conduct Impact Fee Calculations and Develop Report
- CIAC Workshop: LUA, CIP, and W & WW Impact Fees
- Public Hearing and Council Adoption of W/WW Impact Fees

Legend

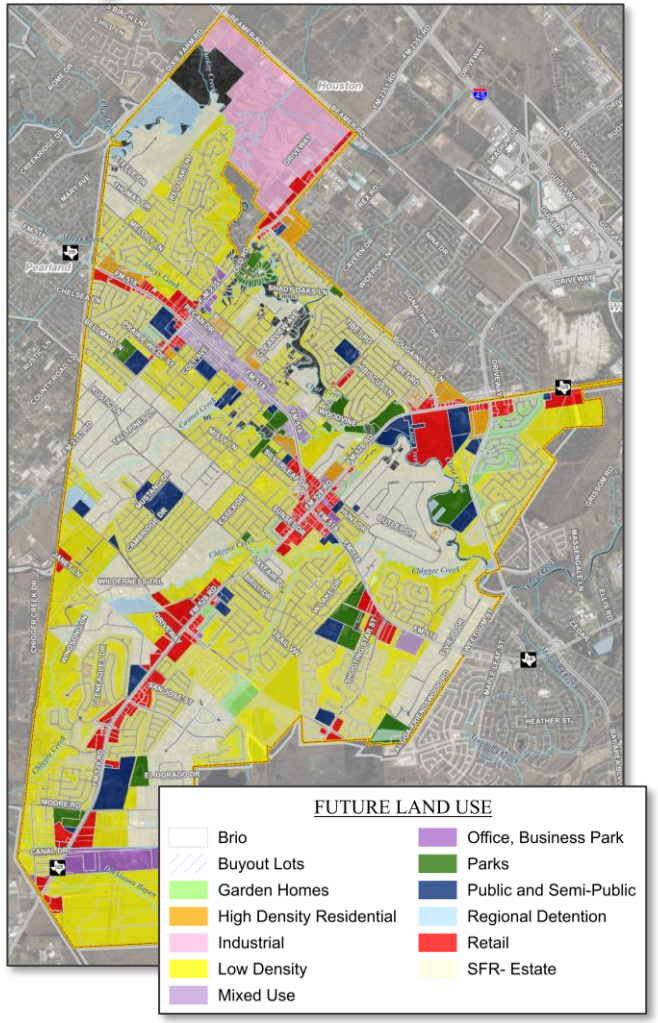
- Council Meeting/Action
- CIAC Meeting
- Study Task

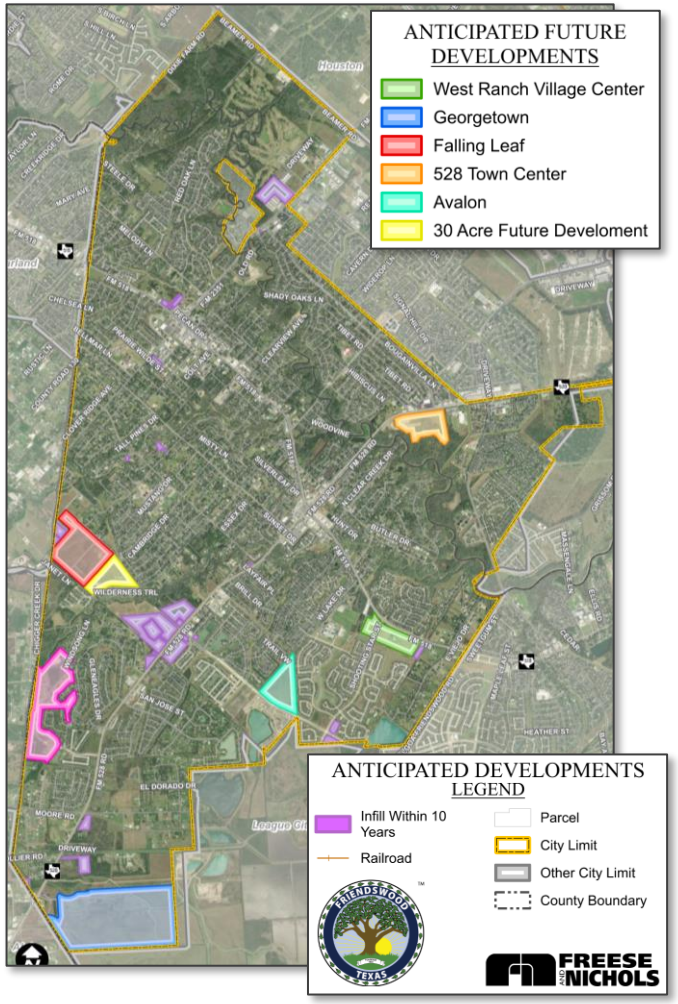
LAND USE ASSUMPTIONS

Process to Update Land Use Assumptions

1. **Delineate impact fee service area**
2. **Catalog existing (2023) population and commercial developments**
3. **Project ten-year (2033) population and commercial developments**
4. **Calculate 10-year growth in service units**

Future Land Use Plan





10-Year Anticipated Future Developments

EQUIVALENT SERVICE UNITS (ESUs)

Meter Size	Safe Maximum Operating Capacity(1) (gpm)	Equivalent Service Units(2)
1"	55	1.0
1-1/2"	125	2.3
2"	160	2.9
3"	500	9.1
4"	1,250	22.7
6"	2,000	36.4
8"	4,000	72.7
10”	6,500	118.2
12”	8,000	145.5

(1) Safe maximum operating capacity based on water meter specifications for Neptune MACH 10 ultrasonic water meters.
(2) Equivalent service units are rounded to nearest single decimal point. 5/8-inch and 3/4-inch are assumed to be equivalent to one single family connection.

2” Water Meter

=

1” Water Meters

=

Shopping Center

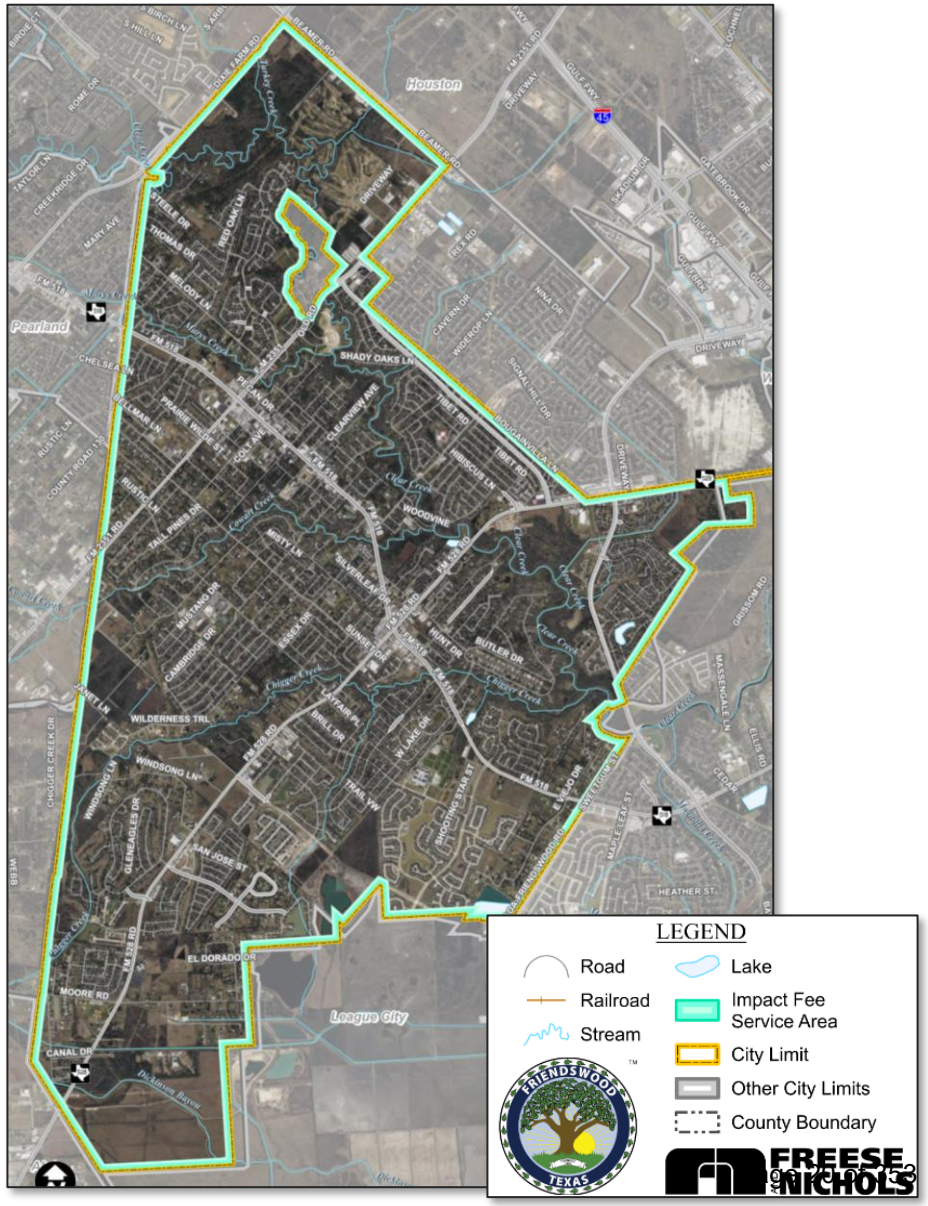
Single-Family Homes

PROJECTED WATER & WASTEWATER ESUS

Water and Wastewater Impact Fee Service Area is the current City Limits

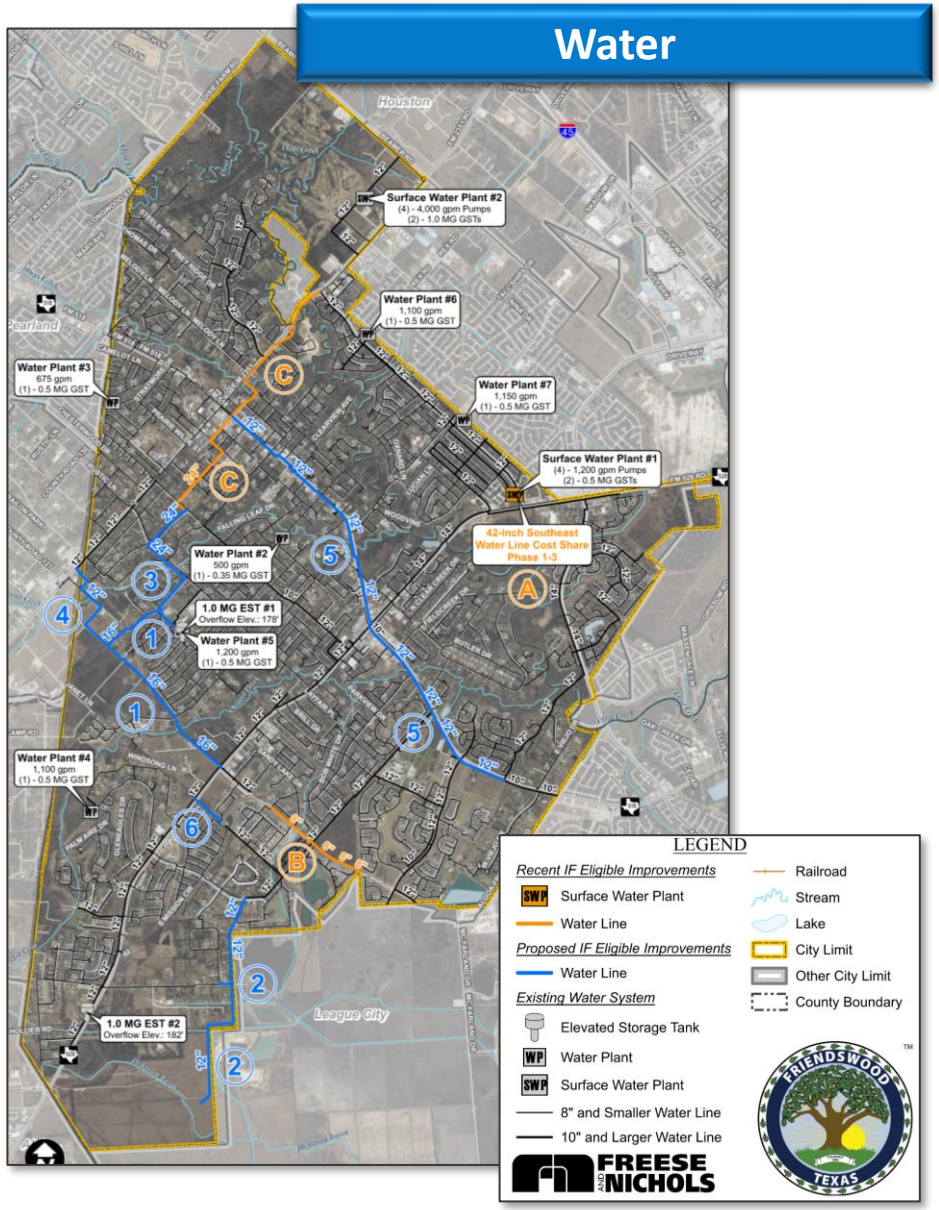
Year	Water Service Units	Wastewater Service Units
2023(1)	14,705	14,624
2033(2)	16,524	16,443
10-Year Growth in Service Units	**1,819**	**1,819**

(1) Existing water ESUs calculated based on historical water meter billing data, excluding irrigation meters. Existing wastewater ESUs calculated based on historical water meter billing data excluding irrigation meters and existing septic customers.
(2) 2033 ESUs calculated based on projected growth discussed in **Section 2.0.**

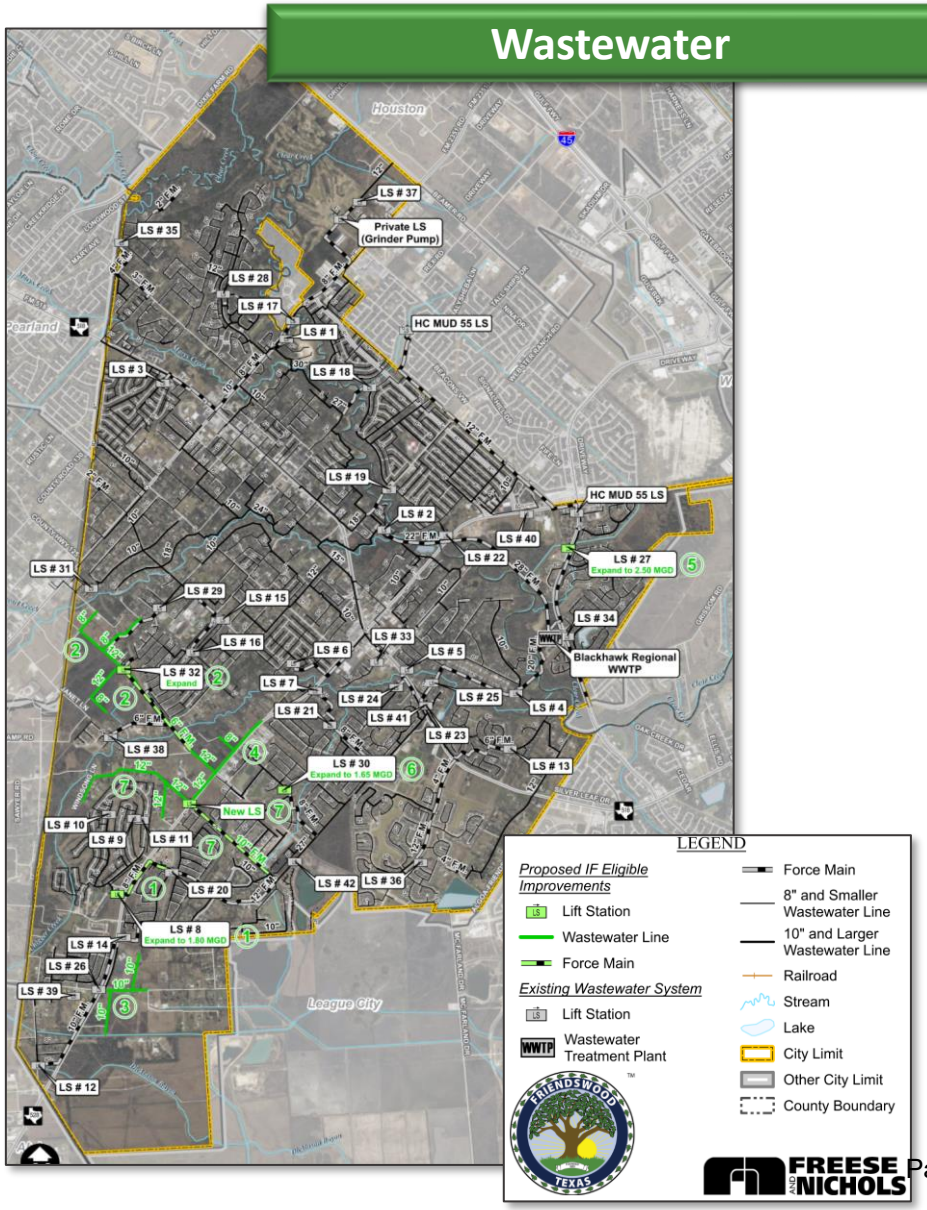


IMPACT FEE CAPITAL IMPROVEMENTS PLAN

Water



Wastewater



WATER IMPACT FEE CIP

10-Year Utilization x Capital Cost = 10-Year Cost

Water Project No.		Description of Project	Percent Utilization 2023[1]	Percent Utilization 2033	Percent Utilization 2023-2033	10-Year Impact Fee Eligible Cost [1] *(2023-2033)*
Existing/Under Design Projects	A	42" Southeast Water Line Cost Share Phase 1-3	75%	85%	10%	$2,012,912
	B	Friendswood Parkway Water/Wastewater Utilities	75%	95%	20%	$52,465
	C	New 24-inch Clear Creek Crossing Water Line	80%	90%	10%	$243,995
	D	2023 Water and Wastewater Impact Fee Study	0%	100%	100%	$37,500
					Existing/Under Design Projects Subtotal	**$2,346,872**
Proposed Future Projects	1	New 16-inch Water Line along Falling Leaf Lane and Baker Road South (Friendswood Parkway/Exxon)	55%	70%	15%	$1,201,482
	2	New 12-inch Water Line along San Joaquin Parkway (Georgetown East Loop)	50%	75%	25%	$970,392
	3	New 24-inch Water Line from Friendswood Drive to GWP 5 and EST 1	60%	80%	20%	$2,407,665
	4	New 12-inch Water Line from Inverness Street to Baker Road	95%	100%	5%	$85,283
	5	New 12-inch Water Line along Friendswood Drive from West Heritage Drive to West Ranch Drive	80%	90%	10%	$1,034,104
	6	New 12-inch Water Line from FM 528 to Sterling Creek Drive (Sand Pit Road)	85%	90%	5%	$36,722
					Proposed Future Projects Subtotal[1]	**$5,735,648**
					Total 10-Year Impact Fee Eligible Water Capital Improvement Project Costs	**$8,082,520**

(1) Proposed future project costs include 1.5% legal fees and annual inflation based on the projected future start year of the project. Costs were escalated by 10% from 2023 to 2024, and 5% annually thereafter up to the projected start year of the project.

WASTEWATER IPMACT FEE CIP

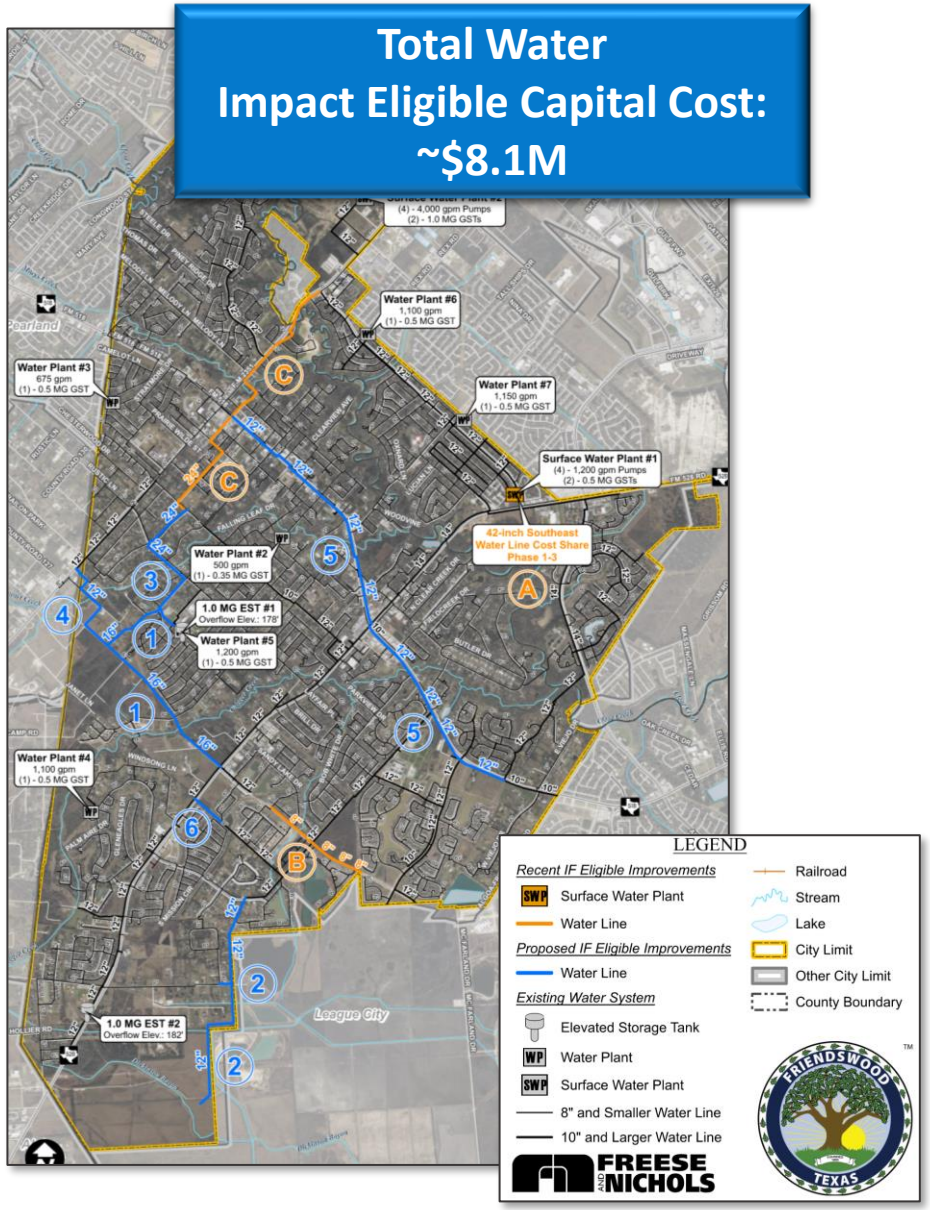
10-Year Utilization x Capital Cost = 10-Year Cost

Water Project No.		Description of Project	Percent Utilization 2023[1]	Percent Utilization 2033	Percent Utilization 2023-2033	10-Year Impact Fee Eligible Cost *(2023-2033)*
Existing/Under Design Projects	A	2023 Water and Wastewater Impact Fee Study	0%	100%	100%	$37,500
					Existing/Under Design Projects Subtotal	**$37,500**
Proposed Future Projects	1	Upsizing Lift Station 8 and Force Main	70%	95%	25%	$717,295
	2	Baker Road, Falling Leaf, Stable Sanitary Sewer	0%	5%	5%	$275,525
	3	El Dorado/Lundy Lane Sanitary Sewer West	0%	5%	5%	$67,566
	4	FM 528 - Falcon Ridge to Windsong Sanitary Sewer	0%	25%	25%	$509,372
	5	Upsizing Lift Station 27	80%	100%	20%	$844,743
	6	Upsizing Lift Station 30	95%	100%	5%	$119,264
	7	Windsong Lane Sanitary Sewer	85%	95%	10%	$570,656
					Proposed Future Projects Subtotal[1]	**$3,104,421**
					Total 10-Year Impact Fee Eligible Wastewater Capital Improvement Project Costs	**$3,141,921**

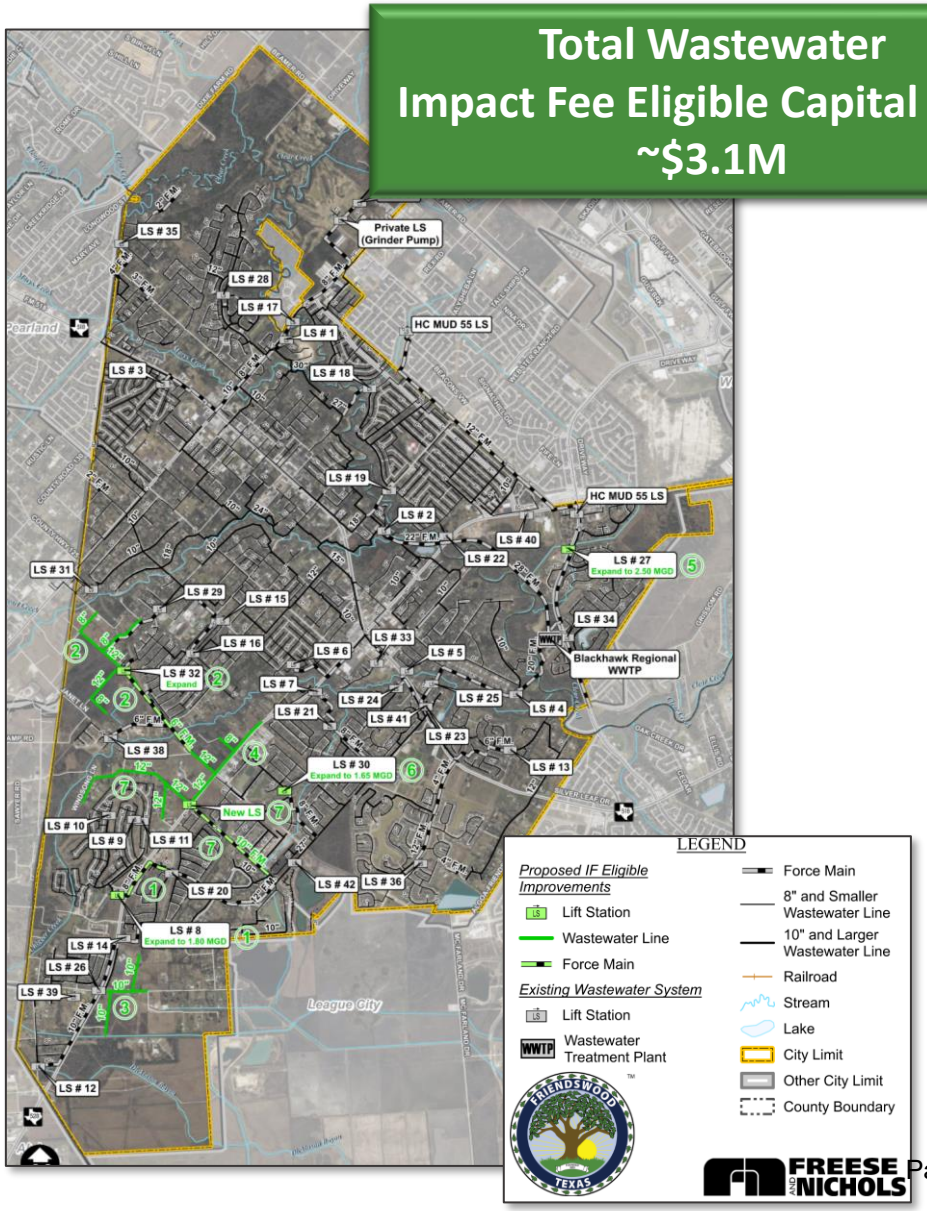
(1) Proposed future project costs include 1.5% legal fees and annual inflation based on the projected future start year of the project. Costs were escalated by 10% from 2023 to 2024, and 5% annually thereafter up to the projected start year of the project.

IMPACT FEE CAPITAL IMPROVEMENTS PLAN

Total Water
Impact Eligible Capital Cost:
~$8.1M



Total Wastewater
Impact Fee Eligible Capital Cost:
~$3.1M



IMPACT FEE CALCULATION

$$\text{Impact Fee Per ESU} = \frac{\text{Eligible CIP Cost} - \text{Rate Credit}}{\text{Service Unit Growth}}$$

ESU = Equivalent Service Unit (connection for a single-family home)

Eligible CIP Cost = 10-year capital cost (2023 - 2033)

Rate Credit = Chapter 395: Reduce eligible CIP Cost by a credit equal to 50 percent of the total projected cost of implementing the CIP

Service Unit Growth = Derived from land use assumptions for 10-year growth in **ESUs**

DRAFT MAX ALLOWABLE IMPACT FEES

2023 Water Impact Fee Calculation	
Total Eligible Impact Fee Costs(1)	*$13,540,236*
50% Credit	*$6,770,118*
Total Eligible Impact Fee Costs with 50% Credit Applied ❶	**$6,770,118**
10-Year Growth in Service Unit Equivalents ❷	**1,819**
Maximum Allowable Water Impact Fee ❶ ÷ ❷	**$3,721**

(1) Includes financing costs for debt service.

2023 Wastewater Impact Fee Calculation	
Total Eligible Impact Fee Costs(1)	*$6,095,911*
50% Credit	*$3,047,956*
Total Eligible Impact Fee Costs with 50% Credit Applied ❶	**$3,047,955**
10-Year Growth in Service Unit Equivalents ❷	**1,819**
Maximum Allowable Wastewater Impact Fee ❶ ÷ ❷	**$1,675**

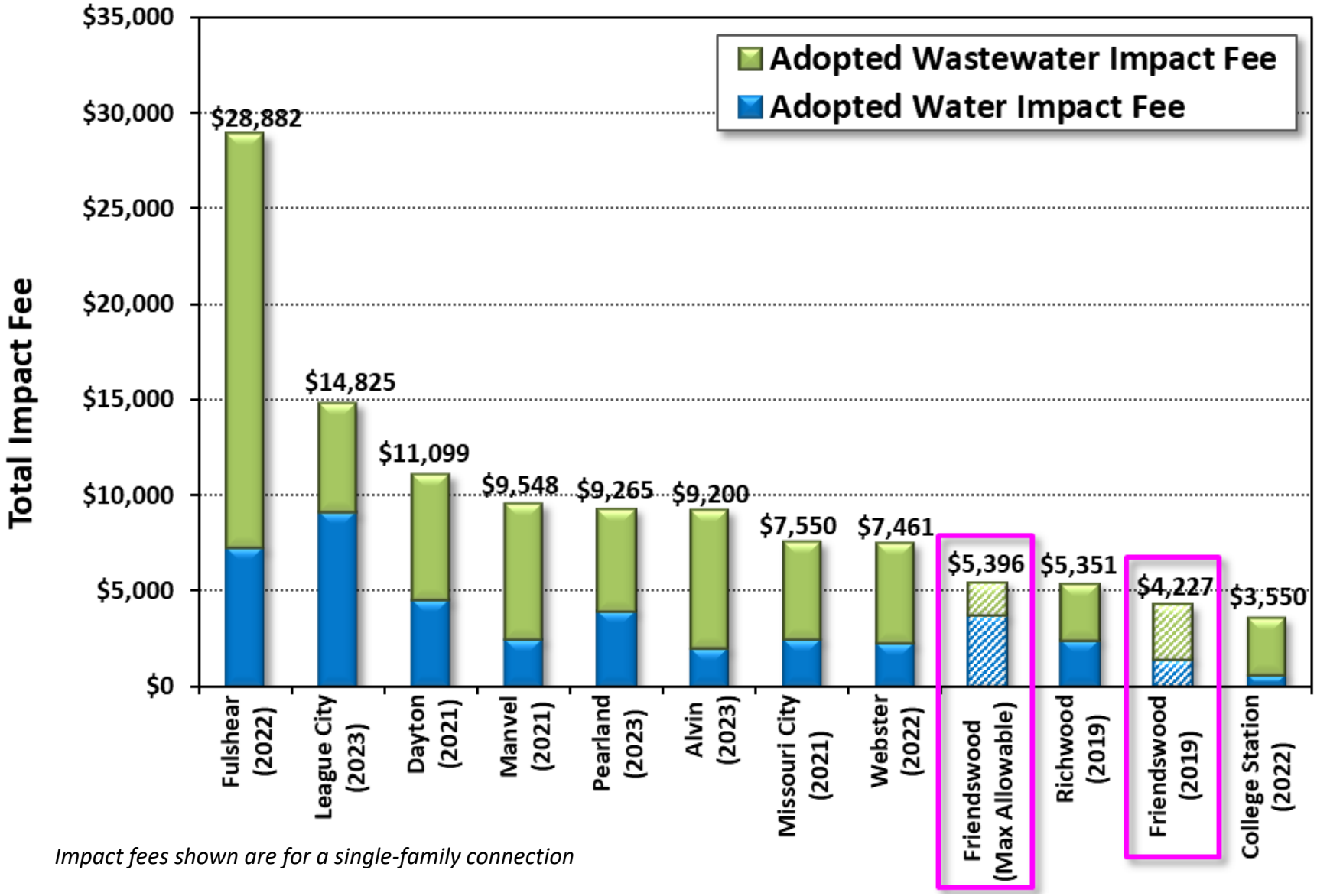
(1) Includes financing costs for debt service.

DRAFT MAXIMUM ALLOWABLE IMPACT FEE SCHEDULE

Meter Size	Equivalent Service Units(1)	Maximum Allowable Impact Fees		
		Water	Wastewater	Total
1"	1	$3,721	$1,675	**$5,396**
1-1/2"	2.3	$8,558	$3,852	**$12,410**
2"	2.9	$10,790	$4,857	**$15,647**
3"	9.1	$33,861	$15,242	**$49,103**
4"	22.7	$84,466	$38,022	**$122,488**
6"	36.4	$135,444	$60,970	**$196,414**
8"	72.7	$270,516	$121,772	**$392,288**
10"	118.2	$439,822	$197,985	**$637,807**
12"	145.5	$541,405	$243,712	**$785,117**

(1) Service unit equivalents are rounded down to nearest single decimal point.

IMPACT FEE COMPARISON WITH OTHER CITIES



Impact fees shown are for a single-family connection

IMPACT FEE UPDATE SCHEDULE

Action Item	Date	Action By
~~CIAC Workshop– Impact Fees 101~~	~~7/13/2023~~	~~City Staff, CIAC, FNI~~
~~COUNCIL Workshop – Impact Fees 101~~	~~8/7/2023~~	~~City Staff, Council, FNI~~
~~Resolution to set Public Hearing for Impact Fees~~	~~11/6/2023~~	~~Council~~
~~CIAC Workshop – Review LUA, CIP, & W/WW Impact Fees~~	~~11/16/2023~~	~~City Staff, CIAC, FNI~~
City Council Meeting - LUA, CIP, & W/WW Impact Fees	12/4/2023	City Staff, CIAC, FNI
Advertise for Public Hearing	By 12/6/2023*	City Staff, FNI
CIAC Submits Written Comments to Council	By 12/28/2023**	CIAC
PUBLIC HEARING – W/WW Impact Fees	1/8/2024	City Staff, Council, FNI
COUNCIL – Reading and Adoption of the Ordinance Updating Impact Fees		

**Notice to be published before the 30th day before the date of public hearing*

***Written comments to be filed before the 5th business day before to the public hearing date*

Thank you!

Kendall Ryan, PE
(832) 456-4732
e-mail: Kendall.Ryan@freese.com

FREESE AND NICHOLS

Capital Improvement Advisory Committee (CIAC)

Recommendation

To: Mayor and City Council

From: Thomas Hinckley, Planning & Zoning Commission Chairman

Aubrey Harbin, Director of Community Development/Planner BB (AH+TH)

Becky Bennett, Assistant Planner

Date: November 22, 2023

Re: 2023 Land Use Assumption, Capital Improvement Plan, and Impact Fee Update

The last update to the Land Use Assumptions, Capital Improvements Plan, and Impact Fees was conducted in 2018. Currently, the impact fees are $4,227 ($1,407 for water; $2,820 for wastewater) for a one-inch water meter. Per Chapter 395 of the Local Government Code, an update of this study is required every five years.

At a special meeting held November 16, 2023, the Planning and Zoning Commission, acting as the Capital Improvements Advisory Committee (CIAC), reviewed the updated study and voted 5 to 0 (Commissioners Koerner and Bounds were absent) to recommend approval of the report entitled "2023 Water and Wastewater Impact Fee Update." The Committee reviewed the updated population projections and land use assumptions in accordance with the proposed capital projects and recommends that City Council approve the adoption of a revised impact fee amount of $5,396 ($3,721 for water; $1,675 for wastewater) for a one-inch water meter, as recommended by the study. The proposed impact fee remains lower than most neighboring communities including Webster, Alvin, Pearland, and League City. The Committee was very pleased with the quality and detail of the report.

The Commission will continue fulfilling its duties as the Capital Improvements Advisory Committee (CIAC) by monitoring and evaluating the implementation of the capital improvements plan and filing semiannual progress reports of the plan to City Council.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

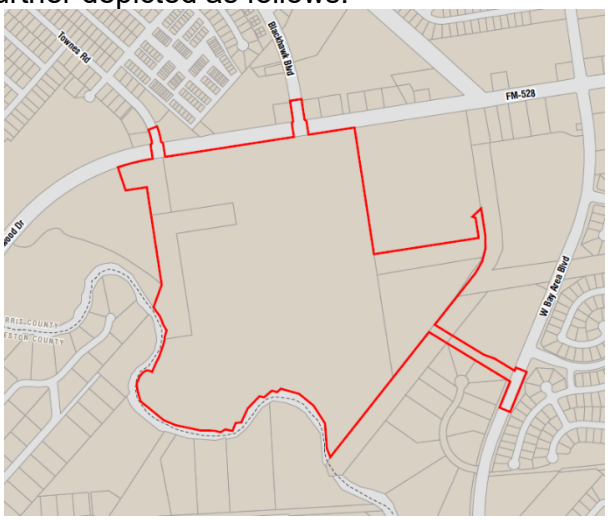
Subject: Conduct a public hearing concerning the creation of a tax reinvestment zone and its benefits to the City and to the property in the proposed zone, which includes approximately 124.61 acres situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On November 6, 2023, the City Council set this public hearing concerning the creation of a Tax Increment Reinvestment Zone (TIRZ) for approximately 124.61 acres located in Friendswood, Harris County, Texas, and further depicted as follows:



(the "Zone"). At this public hearing, the City Council will receive public input concerning (i) the inclusion of property within the Zone (ii) the creation of the Zone, (iii) the boundaries of the Zone and/or (iv) the concept of tax increment financing and the benefits to the City and to the property in the proposed zone. At the hearing, Council will also provide owners of property in the proposed zone a reasonable opportunity to protest the inclusion of the property in the Zone.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

TIRZ stands for "Tax Increment Reinvestment Zone." TIRZs are governed by Chapter 311 of the Texas Tax Code. TIRZ is a common economic development tool used by municipalities throughout Texas. They provide tax increment financing, which is an economic development tool to incentivize both development and redevelopment.

RECOMMENDATIONS

ATTACHMENTS

1. Metes and Bounds of 124+ Acres
2. Map of 124+ Acres
3. Preliminary Project and Finance Plan

boundary one
professional surveyors

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 124.612 acres (5,428,103 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being all of a called 106.472 acre tract of land conveyed to Madison Development Corp., LLC as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. RP-2023-65754; being all of a called 10.0000 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598262; being out of and a part of a called 28.9270 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598260; being all of a called 1.2603 acre tract of land conveyed to City of Friendswood as described by deed recorded under H.C.C.F. No. 20120071426; being out of and a part of Townes Road (80' right-of-way (R.O.W.)); being out of and a part of Blackhawk Boulevard (100' R.O.W.); being out of and a part of F.M. 528 (120' R.O.W.); being out of and a part of West Bay Area Boulevard (100' R.O.W.); being out of and a part of Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.); said 124.612 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly R.O.W. line of F.M. 528 and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 08°51'00" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Townes Road;

THENCE, North 36°33'39" East, along said cutback line, a distance of 21.34 feet to the northerly end of said cutback line at the curved westerly R.O.W. line of said Townes Road;

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T.B.P.L.S. Firm No. 10084800

THENCE, Northerly, an arc distance of 120.00 feet along said westerly R.O.W. line and a curve to the left, having a radius of 543.00 feet, a central angle of 12°39'44", and a chord which bears North 15°12'40" West, 119.76 feet to an angle point;

THENCE, North 68°27'28" East, over and across said Townes Road, a distance of 80.00 feet to the curved easterly R.O.W. line of Townes Road;

THENCE, Southerly, an arc distance of 138.66 feet along said easterly R.O.W. line and a curve to the right, having a radius of 623.00 feet, a central angle of 12°45'09", and a chord which bears South 15°09'57" East, 138.38 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Townes Road;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°51'00" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 1,131.34 feet to an angle point;

THENCE, North 08°47'23" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, North 36°12'37" East, along said cutback line, a distance of 20.00 feet to the northerly end of said cutback line at the westerly R.O.W. line of said Blackhawk Boulevard;

THENCE, North 08°47'23" West, along said westerly R.O.W. line, a distance of 180.00 feet to an angle point;

THENCE, North 81°12'37" East, over and across said Blackhawk Boulevard, a distance of 100.00 feet to the easterly R.O.W. line of Blackhawk Boulevard;

THENCE, South 08°47'23" East, along said easterly R.O.W. line, a distance of 180.00 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°47'23" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 403.47 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of said 28.9270 acre tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line and along the common line of said 28.9270 acre tract and said 106.472 acre tract, a distance of 1,109.36 feet to an angle point;

THENCE, North 81°12'37" East, over and across said 28.9270 acre tract, a distance of 917.54 feet to an angle point;

THENCE, North 00°56'05" West, continuing over and across said 28.9270 acre tract, a distance of 18.06 feet to an angle point;

THENCE, North 08°47'24" West, continuing over and across said 28.9270 acre tract, a distance of 156.86 feet to an angle point;

THENCE, North 68°47'23" West, continuing over and across said 28.9270 acre tract, a distance of 30.04 feet to an angle point;

THENCE, North 46°12'37" East, continuing over and across said 28.9270 acre tract, a distance of 105.00 feet to the westerly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682;

THENCE, South 08°47'24" East, along said westerly R.O.W. line, a distance of 236.23 feet to an angle point;

THENCE, South 00°56'05" East, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 14°46'31" West, continuing along said westerly R.O.W. line, at 85.85 feet passing the easterly common corner of said 28.9270 acre tract and said 10.0000 acre tract, continuing in all for a total distance of 116.17 feet to an angle point;

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THENCE, South 30°29'10" West, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 38°20'29" West, continuing along said northwesterly R.O.W. line, a distance of 568.63 feet to an angle point;

THENCE, South 58°42'02" East, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.71 feet to the most northerly corner of the aforesaid 1.2603 acre tract;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 308.78 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 70°03'17" East, along a northeasterly line of said 1.2603 acre tract, a distance of 101.98 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 200.02 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found on the northwesterly R.O.W. line of said West Bay Area Boulevard (100 feet wide) and marking an angle point;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 30.00 feet to an angle point;

THENCE, South 67°47'08" East, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the southeasterly R.O.W. line of West Bay Area Boulevard;

THENCE, South 22°12'52" West, along said southeasterly R.O.W. line, a distance of 375.00 feet to an angle point;

THENCE, North 67°47'08" West, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the northwesterly R.O.W. line of West Bay Area Boulevard;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 243.74 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking the most southerly corner of said 1.2603 acre tract and for the most easterly corner of Lots 10 and 11, Block 1, AUTUMN CREEK SECTION NINE, a subdivision plat of record at Film Code No. 497014, H.C.M.R.;

THENCE, North 58°44'41" West, departing said northwesterly R.O.W. line and along the common line of said 1.2603 acre tract and Lots 9 and 10, Block 1, AUTUMN CREEK SECTION NINE, a distance of 634.66 feet to a 3/4-inch iron rod found marking the most westerly corner of said 1.2603 acre tract;

THENCE, North 58°42'02" West, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.70 feet to the southeast line of the aforesaid 10.0000 acre tract;

THENCE, South 38°20'29" West, along said southeast line and northwesterly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), at 502.52 feet passing a 5/8-inch iron rod with cap stamped "RPLS 3974" found marking the southerly common corner of said 10.000 acre tract and said 106.472 acre tract, continuing in all for a total distance of 1,380.50 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

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South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 124.612 acres (5,428,103 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
Boundary One, L.L.C.
T.B.P.L.S Firm No. 10084800
150 W. Shadowbend, Suite 304
Friendswood, TX 77546
(281) 648-3131
www.boundaryone.com
November 2, 2023

STATE OF TEXAS
REGISTERED
CHRISTIAN OFFENBURGER
5489
PROFESSIONAL
LAND SURVEYOR

11-2-23

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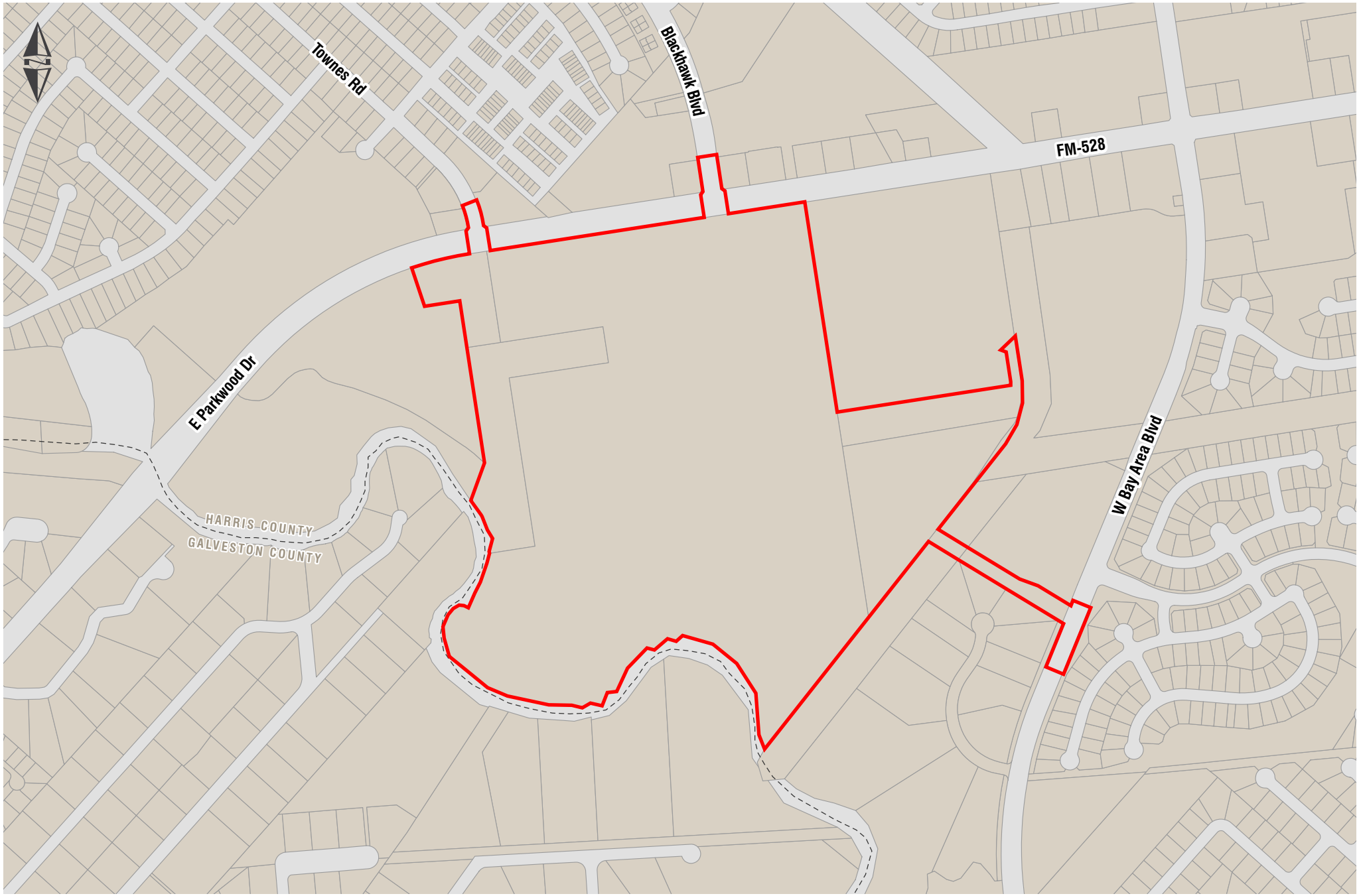
FRIENDSWOOD, TX

OVERVIEW MAP: 124.61 ACRES



1 Inch equals 0.1 Miles

0 0.25 0.5

REINVESTMENT ZONE NUMBER ONE, CITY OF FRIENDSWOOD, TEXAS PRELIMINARY PROJECT AND FINANCE PLAN

DECEMBER 4, 2023

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SECTION 1: DEFINITIONS

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

"**Act**" means Chapter 311, Texas Tax Code, Tax Increment Financing Act

"**Administrative Costs**" means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

"Appraisal District" means the Harris Central Appraisal District.

"**Board**" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

"**City**" means the City of Friendswood, Texas.

"City Center PID Service and Assessment Plan" means that certain City Center Public Improvement District Service and Assessment Plan, to be adopted by the City in calendar year 2024 and amended from time to time.

"City Center Public Improvement District" means the City Center Public Improvement District, which includes certain of the Property within its boundaries, created by Resolution No. XXX of the City passed on December 4, 2023.

"**City Council**" means the governing body of the City.

"**City TIRZ Increment**" means seventy percent (70%) of the City's ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

"**Creation Ordinance**" means Ordinance No. _____ adopted by the City Council on December 4, 2023.

"Developer" means Madison Development Corporation, LLC and its successors or assigns.

"Development Agreement" means the City Center Development Agreement, effective as of December 4, 2023.

"**Feasibility Study**" means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit E**.

"**Final Plan**" means the future *Reinvestment Zone Number One, City of Friendswood Final Project and Finance Plan*.

"Non-Project Costs" means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit B**.

"**Preliminary Plan**" means this *Reinvestment Zone Number One, City of Friendswood Preliminary Project and Finance Plan*.

"**Project Costs**" means the total costs for projects in the Zone, including the actual costs of the Public Improvements, and the Administrative Costs.

"**Property**" means 124.612 acres of land as depicted on **Exhibit A** and identified on **Exhibit F**.

"**Public Improvements**" means the proposed public improvements to be financed by the Zone, which includes streets, detention, water, sanitary sewer, sanitary lift station, clearing & grubbing, earthwork, paving & grading, landscaping, amenities & parks, professional services, and associated financing and interest costs related thereto, as depicted on **Exhibit H**, and detailed on **Exhibit C**.

"TIRZ Agreement" means the Tax Increment Reinvestment Zone Number One, City of Friendswood (TIRZ) Agreement, effective as of December 4, 2023.

"**TIRZ Credit"** means the TIRZ Number One Maximum Annual Credit Amount designated towards the principal and interest portion of the Annual Installment for the Assessed Property, as will be further defined and described in the City Center PID Service and Assessment Plan.

"**Tax Increment Base**" means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

"**TIRZ Fund**" means the tax increment fund created by the City and segregated from all other funds of the City.

"**Zone**" means Reinvestment Zone Number One, City of Friendswood, as depicted on **Exhibit A**, and described on **Exhibit F**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopts the Creation Ordinance, the City Council must prepare a preliminary reinvestment zone project and finance plan in accordance with the Act and hold a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by this Preliminary Plan, the purpose of which was to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements and projects will be undertaken and financed shall be determined by the Final Plan, which requires approval by the Board and City Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
2) that the Zone was feasible,
3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council. Additionally, the Board shall consider a TIRZ Agreement among the City, the Board and the Developer and recommend its approval to the City Council.

2.7 Council Action

On December 4, 2023, the City Council approved the Creation Ordinance and a development agreement with the Developer. It is anticipated that the Final Plan shall be updated in the future to identify additional improvements within the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Planned Unit Development, Single Family Residential, and Single Family Residential with a Specific Use Permit and is intended to be developed with commercial and residential uses. The Property is undeveloped or underdeveloped, and there is limited public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include a retail, mixed-use commercial areas, multi-family, office/medical and hotel as shown on **Exhibit G**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulations. The property is currently zoned as Planned Unit Development, Single Family Residential, and Single Family Residential with a Specific Use Permit. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No person shall be displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of the Final Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately $710,724,032.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be $53,064,559, as shown below and detailed on **Exhibit C**. The costs of Public Improvements are estimated to be $52,658,878, and the Administrative Costs are estimated to be $405,681.

8.2 Administrative Costs

The Administrative Costs are estimated to be $10,000 per year beginning 2024 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2026 and 2027, as shown on **Exhibit D**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibillity Study, as shown on **Exhibit E,** focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $125,556,141 in total new real property tax revenue for the City over the remaining term of the Zone. Approximately $87,889,298 will be deposited into the TIRZ Fund to pay for Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at $37,666,842 shall be retained by the City.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be $125,556,141, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $37,666,842 over the remaining term.

The City shall participate at 70% for the life of the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

It is anticipated that the Final Plan shall be amended in the future to reflect additional development within the Zone.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No TIRZ bonds are anticipated to be issued by the City pursuant to the Act. However, it is anticipated that the Zone may fund all or a portion of city debt service issued to support the Project Costs.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be $1,780,871 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $1,149,779,651 as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan. IT is

anticipated that the Final Plan shall be amended in the future to reflect additional development within the Zone, which would increase the estimated total Captured Appraised Value.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

The Final Plan shall obligate the City to deposit into the TIRZ Fund each year the City Property Tax Increment. For example, in FY 2024, the City's ad valorem tax rate is $0.500728 per $100 of taxable value, therefore the City would contribute $0.3505096 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The funds deposited into the TIRZ Fund shall be prioritized and allocated on a parcel by parcel as follows:

1. For the reasonable Administrative Costs of the Residential Property portion of the Zone; then
2. For the payment of Public Improvement Costs through an annual reduction of a portion of the principal and interest of the Annual Installment of Assessments (as each defined in the City Center PID Service and Assessment Plan), as further described in the City Center PID Service and Assessment Plan, on a parcel by parcel basis, in an amount not to exceed the TIRZ Maximum Annual Credit Amount (as defined in the City Center PID Service and Assessment Plan); then
3. To the extent there are TIRZ Fund revenues remaining after such TIRZ Credit, any excess TIRZ Fund revenue may be utilized in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, unless otherwise approved by the City. The City may amend the Final Plan in compliance with the Development Agreement and TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2053, with the last payment being due by January 31, 2054, unless otherwise terminated in accordance with the Creation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2053, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description of the Zone
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT A – MAP OF THE ZONE

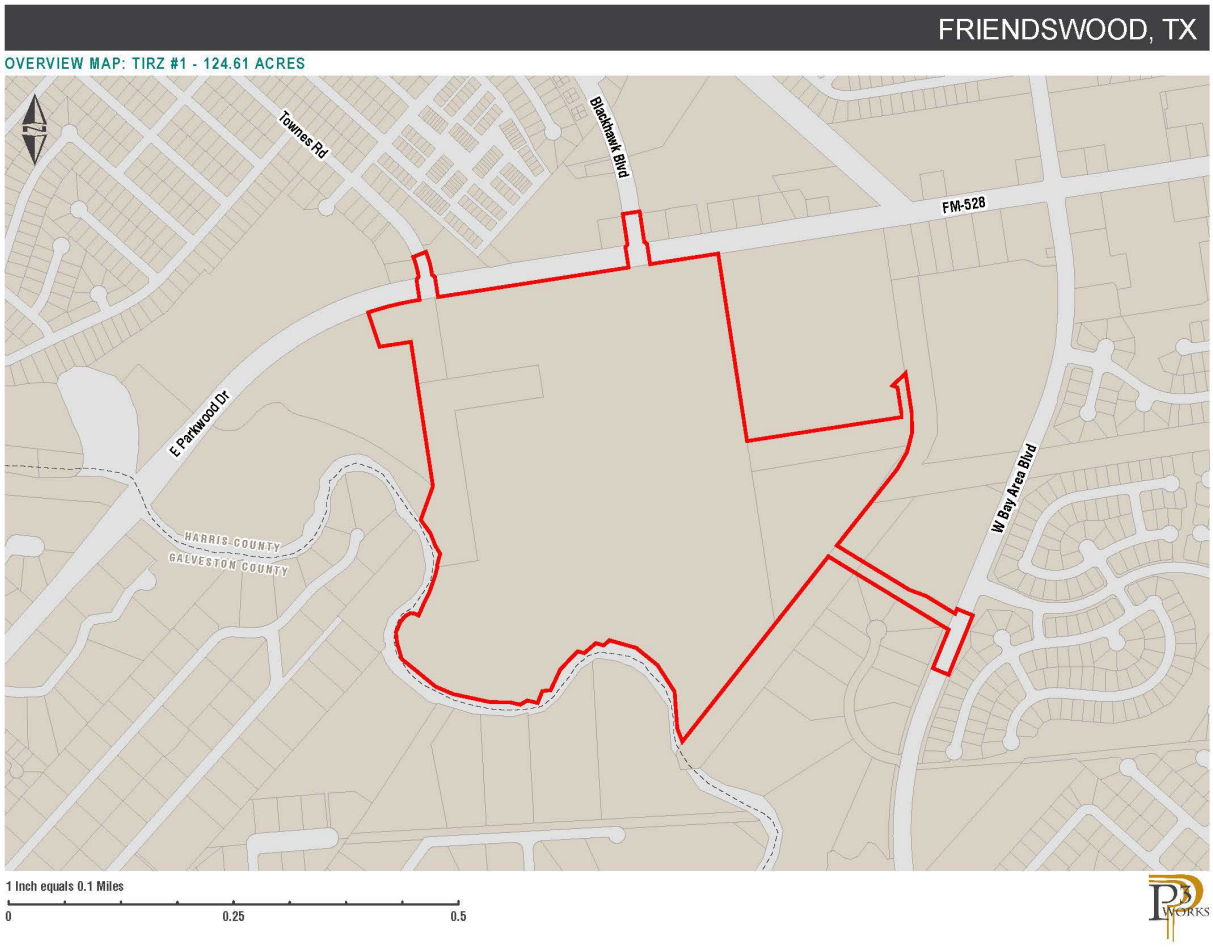

EXHIBIT B – NON-PROJECT COSTS

		Lot Value[1]		Buildout Value[1]		
Lot Type	Units/ Sq. Ft.	Per Unit	Total	Per Unit	Total	Non-Project Costs
Retail #1	10,700	$ 163	$ 1,742,400	$ 550	$ 5,885,000	$ 4,142,600
Retail #2	14,000	$ 124	$ 1,731,510	$ 550	$ 7,700,000	$ 5,968,490
Retail #3	15,000	$ 118	$ 1,775,070	$ 550	$ 8,250,000	$ 6,474,930
Retail #4	12,000	$ 146	$ 1,753,290	$ 550	$ 6,600,000	$ 4,846,710
Retail #5	12,000	$ 143	$ 1,720,620	$ 550	$ 6,600,000	$ 4,879,380
Mixed Use #1	100,000	$ 30	$ 2,994,750	$ 505	$ 50,500,000	$ 47,505,250
Mixed Use #2	100,000	$ 34	$ 3,354,120	$ 505	$ 50,500,000	$ 47,145,880
Mixed Use #3	120,000	$ 23	$ 2,761,704	$ 505	$ 60,600,000	$ 57,838,296
Medical/Office #1	115,000	$ 28	$ 3,206,016	$ 618	$ 71,070,000	$ 67,863,984
Medical/Office #2	76,000	$ 20	$ 1,533,312	$ 618	$ 46,968,000	$ 45,434,688
Multi-Family	750,000	$ 29	$ 21,640,608	$ 490	$ 367,500,000	$ 345,859,392
Hotel	167,300	$ 16	$ 2,735,568	$ 451	$ 75,500,000	$ 72,764,432
Total						**$ 710,724,032**

Footnotes:

[1]Values based on Developer's model dated 11/16/2023.

[2] It is anticipated that the Final Plan shall be amended in the future to identify additional Non-Project Costs within the Zone.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number One, City of Friendswood, Texas
Project Costs

Item		Cost
City Center PID Projects[1]		
Site Preparation	$	235,000
Clearing, Grubbing & Demolition	$	876,660
Earthwork, Paving & Grading	$	13,931,727
Water Distribution System	$	993,312
Detention	$	6,880,375
Sanitary Sewer System	$	1,227,454
Sanitary Lift Station	$	1,330,700
Blackhawk Road Improvements	$	3,050,000
Townes Road Improvements	$	550,000
Bay Area Blvd Improvements	$	150,000
Street Lights	$	600,000
Right of Way	$	2,463,600
Park Improvements	$	4,629,208
Contingency	$	5,067,963
Soft Costs	$	1,852,195
Interest & Financing Costs	$	16,020,820
Subtotal	**$**	**43,838,194**
City Center Non-PID Projects		
Fire Station[2]	$	8,300,000
Storm Drainage System[3]	$	-
Road Improvements	$	520,684
Subtotal	**$**	**8,820,684**
Administrative Costs	**$**	**405,681**
Total Project Costs	**$**	**53,064,559**

Footnotes:

[1] As identified in the City Center PID SAP, based on Engineer's Opinion of Probable Cost prepared by Ward, Getz and Associates, PLLC in November 2023.

[2] Partial funding may be provided by the City Center PID.

[3] Funded by previously issued bonds of the City.

[4] It is anticipated that the Final Plan shall be amended in the future to identify additional Project Costs.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number One, City of Friendswood, Texas
Timeline to Incur Project Costs

Zone Year	Calendar Year	Total Project Costs[1,2]	
		Annual	Cumulative
Base	2023		0
1	2024	$ -	-
2	2025	$ -	-
3	2026	$ -	-
4	2027	$ 26,388,263	26,388,263
5	2028	$ 26,270,615	52,658,878
6	2029	$ -	52,658,878
Total		**$ 52,658,878**	

Footnotes:

[1] Estimate provided for illustrative purposes only.

[2] Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.

[3] It is anticipated that the Final Plan shall be amended in the future to identify additional development within the Zone.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number One, City of Friendswood, Texas
Feasibility Study

Zone Year	Tax Year	Growth/ Year[1]	Added Development Value[2]	New Taxable Value	Incremental Value	TIRZ Fund Contribution			City Retained New Revenue	
						%	Annual	Cumulative	Annual	Cumulative
Base	2023			$ 1,780,871						
1	2024	2.0%	$ -	$ 1,816,488	$ 35,617	70%	$ -	$ -	$ -	$ -
2	2025	2.0%	$ -	$ 1,852,818	$ 71,947	70%	$ 125	$ 125	$ 54	$ 54
3	2026	2.0%	$ 382,944,734	$ 384,834,609	$ 383,053,738	70%	$ 252	$ 377	$ 108	$ 162
4	2027	2.0%	$ 381,237,444	$ 773,768,744	$ 771,987,873	70%	$ 1,342,640	$ 1,343,017	$ 575,417	$ 575,579
5	2028	2.0%	$ -	$ 789,244,119	$ 787,463,248	70%	$ 2,705,892	$ 4,048,909	$ 1,159,668	$ 1,735,247
6	2029	2.0%	$ -	$ 805,029,002	$ 803,248,131	70%	$ 2,760,134	$ 6,809,043	$ 1,182,915	$ 2,918,161
7	2030	2.0%	$ -	$ 821,129,582	$ 819,348,711	70%	$ 2,815,462	$ 9,624,505	$ 1,206,626	$ 4,124,788
8	2031	2.0%	$ -	$ 837,552,173	$ 835,771,302	70%	$ 2,871,896	$ 12,496,401	$ 1,230,813	$ 5,355,600
9	2032	0%	$ -	$ 837,552,173	$ 835,771,302	70%	$ 2,929,459	$ 15,425,859	$ 1,255,482	$ 6,611,083
10	2033	0%	$ -	$ 837,552,173	$ 835,771,302	70%	$ 2,929,459	$ 18,355,318	$ 1,255,482	$ 7,866,565
11	2034	2.0%	$ -	$ 854,303,217	$ 852,522,346	70%	$ 2,929,459	$ 21,284,777	$ 1,255,482	$ 9,122,047
12	2035	2.0%	$ -	$ 871,389,281	$ 869,608,410	70%	$ 2,988,173	$ 24,272,949	$ 1,280,645	$ 10,402,693
13	2036	2.0%	$ -	$ 888,817,067	$ 887,036,196	70%	$ 3,048,061	$ 27,321,010	$ 1,306,312	$ 11,709,004
14	2037	2.0%	$ -	$ 906,593,408	$ 904,812,537	70%	$ 3,109,147	$ 30,430,157	$ 1,332,492	$ 13,041,496
15	2038	2.0%	$ -	$ 924,725,276	$ 922,944,405	70%	$ 3,171,455	$ 33,601,612	$ 1,359,195	$ 14,400,691
16	2039	2.0%	$ -	$ 943,219,782	$ 941,438,911	70%	$ 3,235,009	$ 36,836,621	$ 1,386,432	$ 15,787,123
17	2040	2.0%	$ -	$ 962,084,177	$ 960,303,306	70%	$ 3,299,834	$ 40,136,455	$ 1,414,214	$ 17,201,338
18	2041	2.0%	$ -	$ 981,325,861	$ 979,544,990	70%	$ 3,365,955	$ 43,502,410	$ 1,442,552	$ 18,643,890
19	2042	0%	$ -	$ 981,325,861	$ 979,544,990	70%	$ 3,433,399	$ 46,935,809	$ 1,471,457	$ 20,115,347
20	2043	0%	$ -	$ 981,325,861	$ 979,544,990	70%	$ 3,433,399	$ 50,369,208	$ 1,471,457	$ 21,586,804
21	2044	2.0%	$ -	$ 1,000,952,378	$ 999,171,507	70%	$ 3,433,399	$ 53,802,608	$ 1,471,457	$ 23,058,260
22	2045	2.0%	$ -	$ 1,020,971,426	$ 1,019,190,555	70%	$ 3,502,192	$ 57,304,800	$ 1,500,939	$ 24,559,200
23	2046	2.0%	$ -	$ 1,041,390,854	$ 1,039,609,983	70%	$ 3,572,361	$ 60,877,160	$ 1,531,012	$ 26,090,212
24	2047	2.0%	$ -	$ 1,062,218,671	$ 1,060,437,800	70%	$ 3,643,933	$ 64,521,093	$ 1,561,685	$ 27,651,897
25	2048	2.0%	$ -	$ 1,083,463,045	$ 1,081,682,174	70%	$ 3,716,936	$ 68,238,029	$ 1,592,973	$ 29,244,870
26	2049	2.0%	$ -	$ 1,105,132,306	$ 1,103,351,435	70%	$ 3,791,400	$ 72,029,429	$ 1,624,886	$ 30,869,755
27	2050	2.0%	$ -	$ 1,127,234,952	$ 1,125,454,081	70%	$ 3,867,353	$ 75,896,782	$ 1,657,437	$ 32,527,192
28	2051	2.0%	$ -	$ 1,149,779,651	$ 1,147,998,780	70%	$ 3,944,825	$ 79,841,607	$ 1,690,639	$ 34,217,831
29	2052	0%	$ -	$ 1,149,779,651	$ 1,147,998,780	70%	$ 4,023,846	$ 83,865,453	$ 1,724,505	$ 35,942,337
30	2053	0%	$ -	$ 1,149,779,651	$ 1,147,998,780	70%	$ 4,023,846	$ 87,889,298	$ 1,724,505	$ 37,666,842
Total			**$ 764,182,178**				**87,889,298**		**37,666,842**	

Assumptions	
Base Taxable Value[3]	$1,780,871
City AV Rate	0.5007

Footnotes

[1] Values increased at 2% annually, with two years of no growth each decade to simulate an economic downturn.

[2] Based on project development data as provided by the Developer's model dated 11/16/2023.

[3] It is anticipated that the Final Plan shall be amended in the future to identify additional development within the Zone.

EXHIBIT F – LEGAL DESCRIPTION OF THE ZONE

boundary one
professional surveyors

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 124.612 acres (5,428,103 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being all of a called 106.472 acre tract of land conveyed to Madison Development Corp., LLC as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. RP-2023-65754; being all of a called 10.0000 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598262; being out of and a part of a called 28.9270 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598260; being all of a called 1.2603 acre tract of land conveyed to City of Friendswood as described by deed recorded under H.C.C.F. No. 20120071426; being out of and a part of Townes Road (80' right-of-way (R.O.W.)); being out of and a part of Blackhawk Boulevard (100' R.O.W.); being out of and a part of F.M. 528 (120' R.O.W.); being out of and a part of West Bay Area Boulevard (100' R.O.W.); being out of and a part of Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.); said 124.612 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly R.O.W. line of F.M. 528 and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 08°51'00" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Townes Road;

THENCE, North 36°33'39" East, along said cutback line, a distance of 21.34 feet to the northerly end of said cutback line at the curved westerly R.O.W. line of said Townes Road;

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THENCE, Northerly, an arc distance of 120.00 feet along said westerly R.O.W. line and a curve to the left, having a radius of 543.00 feet, a central angle of 12°39'44", and a chord which bears North 15°12'40" West, 119.76 feet to an angle point;

THENCE, North 68°27'28" East, over and across said Townes Road, a distance of 80.00 feet to the curved easterly R.O.W. line of Townes Road;

THENCE, Southerly, an arc distance of 138.66 feet along said easterly R.O.W. line and a curve to the right, having a radius of 623.00 feet, a central angle of 12°45'09", and a chord which bears South 15°09'57" East, 138.38 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Townes Road;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°51'00" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 1,131.34 feet to an angle point;

THENCE, North 08°47'23" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, North 36°12'37" East, along said cutback line, a distance of 20.00 feet to the northerly end of said cutback line at the westerly R.O.W. line of said Blackhawk Boulevard;

THENCE, North 08°47'23" West, along said westerly R.O.W. line, a distance of 180.00 feet to an angle point;

THENCE, North 81°12'37" East, over and across said Blackhawk Boulevard, a distance of 100.00 feet to the easterly R.O.W. line of Blackhawk Boulevard;

THENCE, South 08°47'23" East, along said easterly R.O.W. line, a distance of 180.00 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

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THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°47'23" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 403.47 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of said 28.9270 acre tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line and along the common line of said 28.9270 acre tract and said 106.472 acre tract, a distance of 1,109.36 feet to an angle point;

THENCE, North 81°12'37" East, over and across said 28.9270 acre tract, a distance of 917.54 feet to an angle point;

THENCE, North 00°56'05" West, continuing over and across said 28.9270 acre tract, a distance of 18.06 feet to an angle point;

THENCE, North 08°47'24" West, continuing over and across said 28.9270 acre tract, a distance of 156.86 feet to an angle point;

THENCE, North 68°47'23" West, continuing over and across said 28.9270 acre tract, a distance of 30.04 feet to an angle point;

THENCE, North 46°12'37" East, continuing over and across said 28.9270 acre tract, a distance of 105.00 feet to the westerly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682;

THENCE, South 08°47'24" East, along said westerly R.O.W. line, a distance of 236.23 feet to an angle point;

THENCE, South 00°56'05" East, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 14°46'31" West, continuing along said westerly R.O.W. line, at 85.85 feet passing the easterly common corner of said 28.9270 acre tract and said 10.0000 acre tract, continuing in all for a total distance of 116.17 feet to an angle point;

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THENCE, South 30°29'10" West, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 38°20'29" West, continuing along said northwesterly R.O.W. line, a distance of 568.63 feet to an angle point;

THENCE, South 58°42'02" East, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.71 feet to the most northerly corner of the aforesaid 1.2603 acre tract;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 308.78 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 70°03'17" East, along a northeasterly line of said 1.2603 acre tract, a distance of 101.98 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 200.02 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found on the northwesterly R.O.W. line of said West Bay Area Boulevard (100 feet wide) and marking an angle point;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 30.00 feet to an angle point;

THENCE, South 67°47'08" East, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the southeasterly R.O.W. line of West Bay Area Boulevard;

THENCE, South 22°12'52" West, along said southeasterly R.O.W. line, a distance of 375.00 feet to an angle point;

THENCE, North 67°47'08" West, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the northwesterly R.O.W. line of West Bay Area Boulevard;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 243.74 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking the most southerly corner of said 1.2603 acre tract and for the most easterly corner of Lots 10 and 11, Block 1, AUTUMN CREEK SECTION NINE, a subdivision plat of record at Film Code No. 497014, H.C.M.R.;

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THENCE, North 58°44'41" West, departing said northwesterly R.O.W. line and along the common line of said 1.2603 acre tract and Lots 9 and 10, Block 1, AUTUMN CREEK SECTION NINE, a distance of 634.66 feet to a 3/4-inch iron rod found marking the most westerly corner of said 1.2603 acre tract;

THENCE, North 58°42'02" West, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.70 feet to the southeast line of the aforesaid 10.0000 acre tract;

THENCE, South 38°20'29" West, along said southeast line and northwesterly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), at 502.52 feet passing a 5/8-inch iron rod with cap stamped "RPLS 3974" found marking the southerly common corner of said 10.000 acre tract and said 106.472 acre tract, continuing in all for a total distance of 1,380.50 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

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South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

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North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

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METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
PAGE 7 OF 8

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 124.612 acres (5,428,103 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
Boundary One, L.L.C.
T.B.P.L.S Firm No. 10084800
150 W. Shadowbend, Suite 304
Friendswood, TX 77546
(281) 648-3131
www.boundaryone.com
November 2, 2023

STATE OF TEXAS
REGISTERED
CHRISTIAN OFFENBURGER
5489
PROFESSIONAL
LAND SURVEYOR

11-2-23

Mb124612.docx

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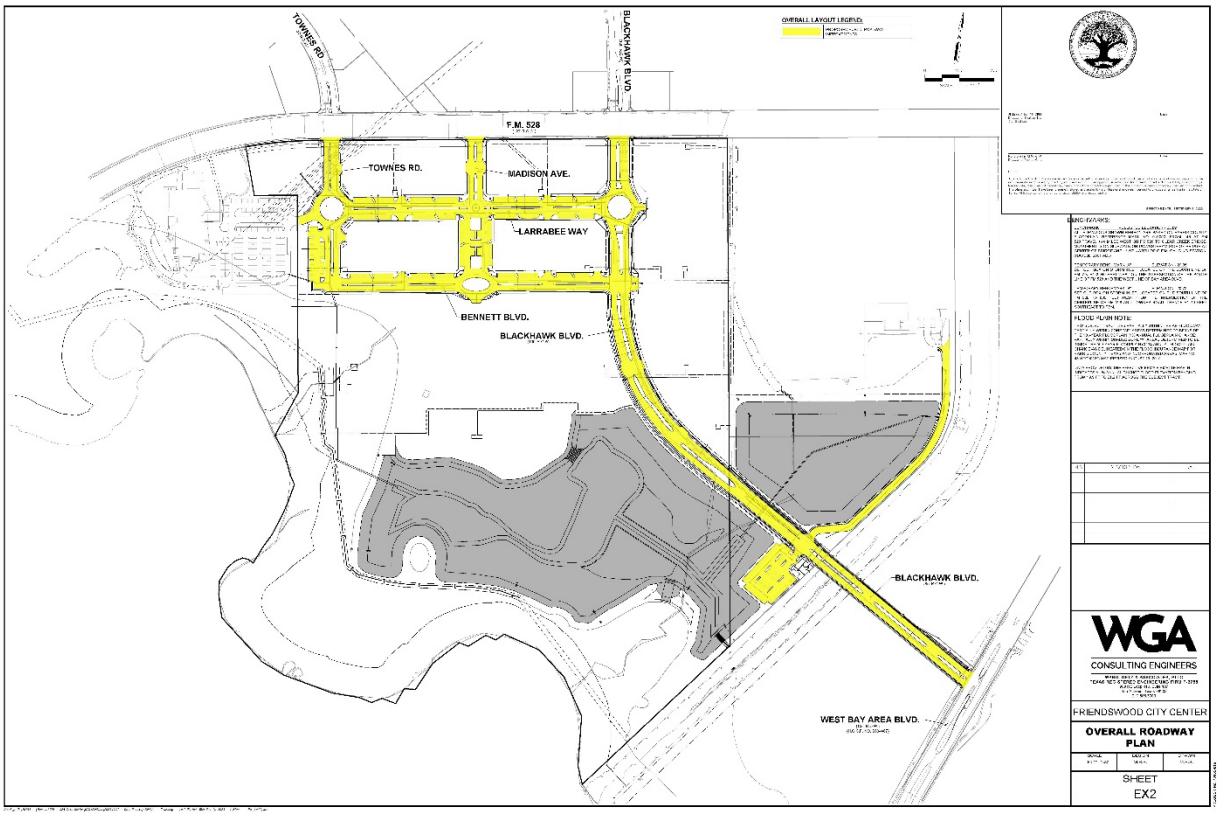
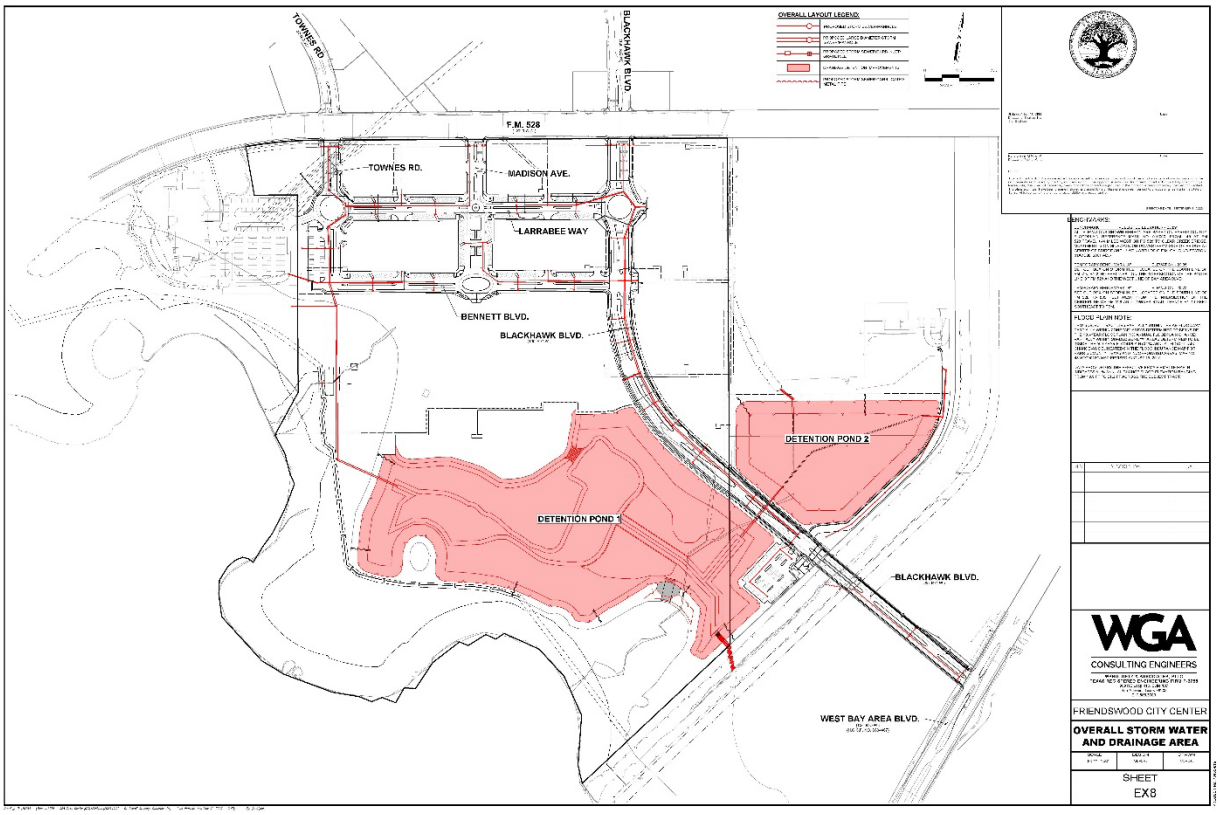
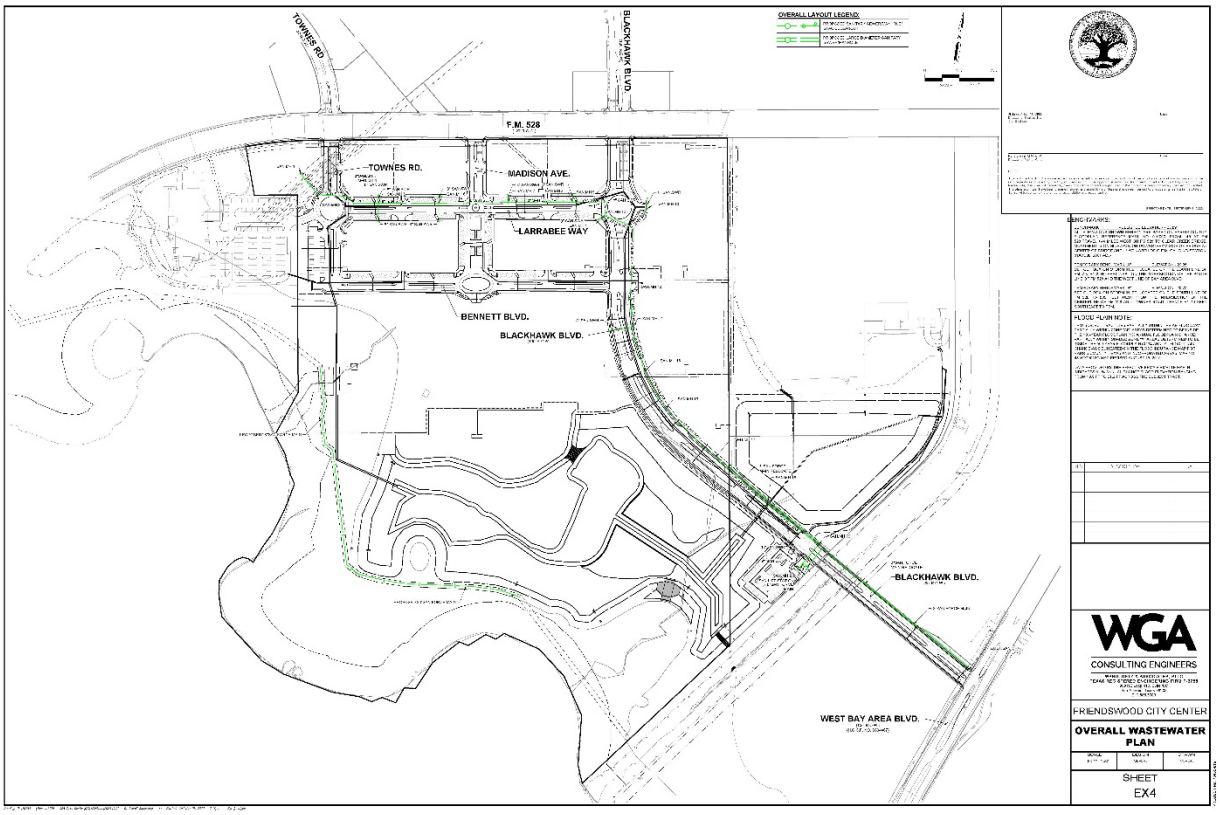
T.B.P.L.S. Firm No. 10084800

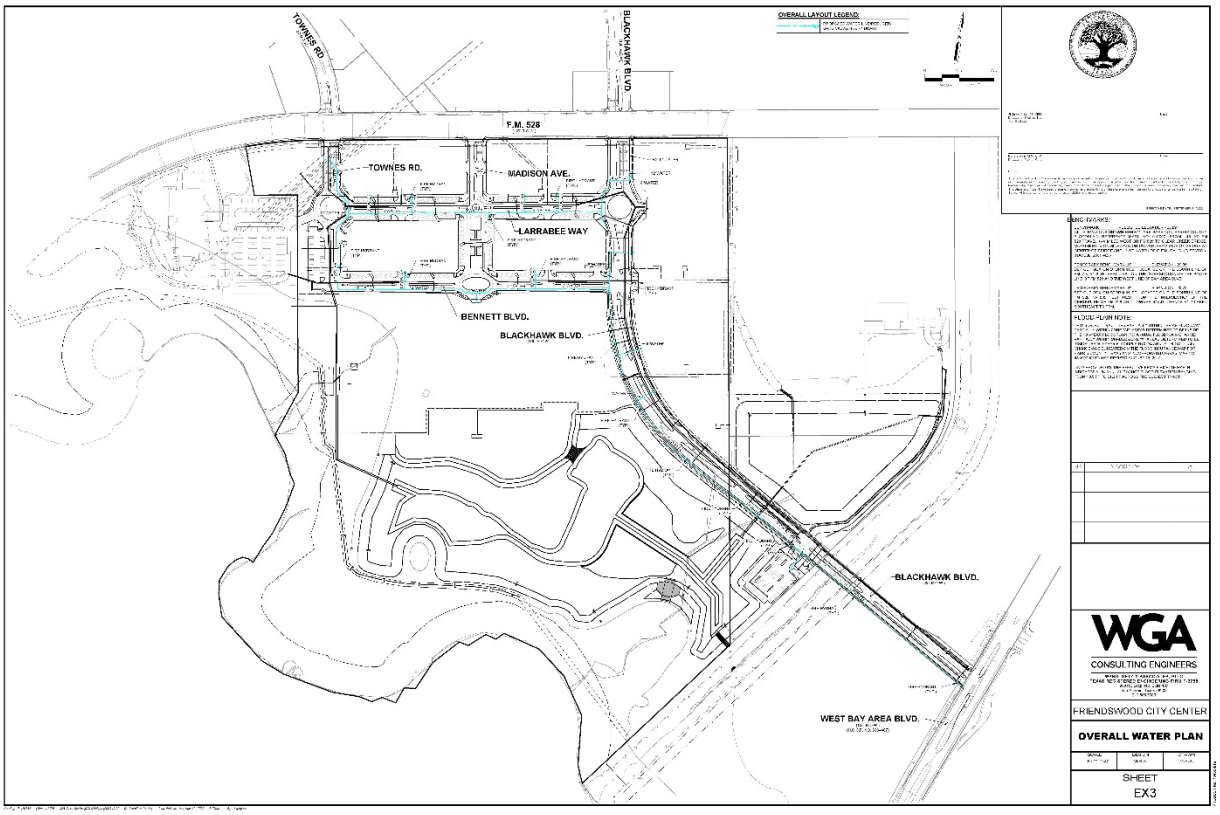
EXHIBIT G – PROPOSED USES OF THE PROPERTY

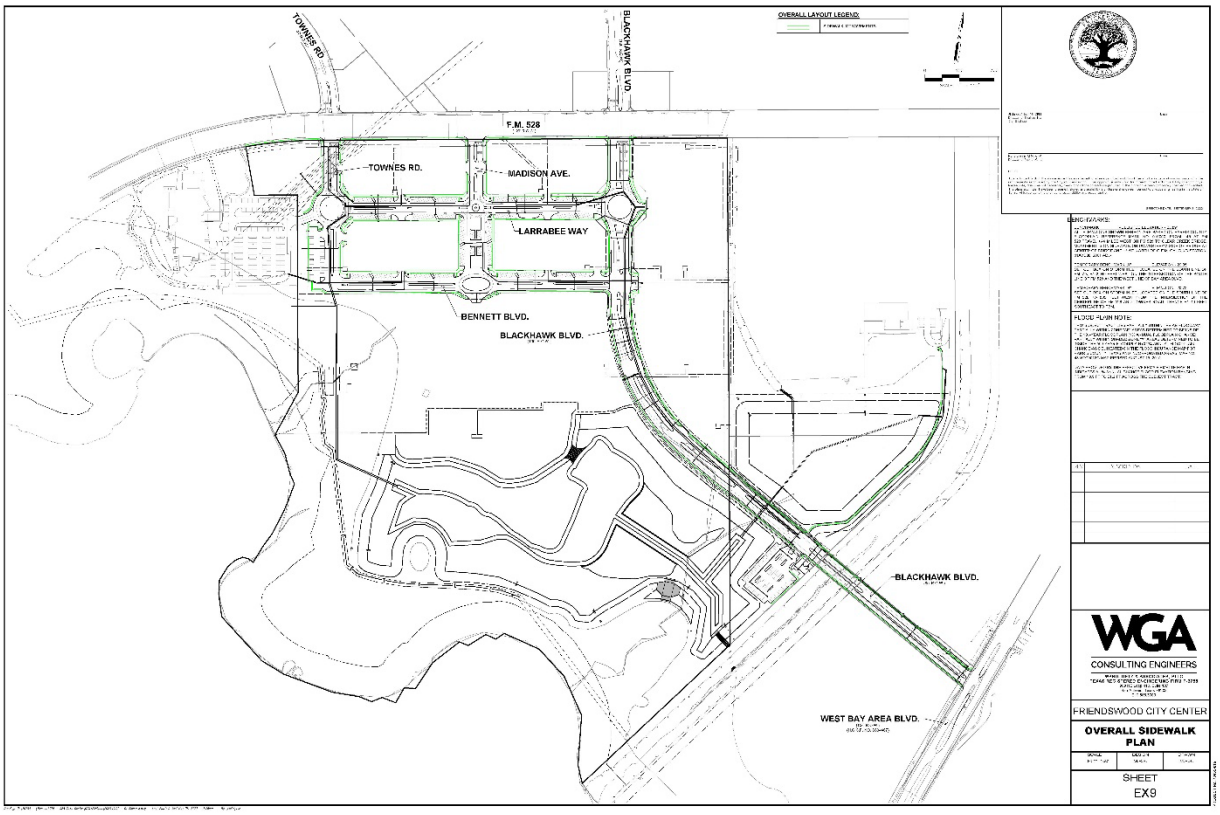
EXHIBIT H – MAP OF THE PUBLIC IMPROVEMENTS

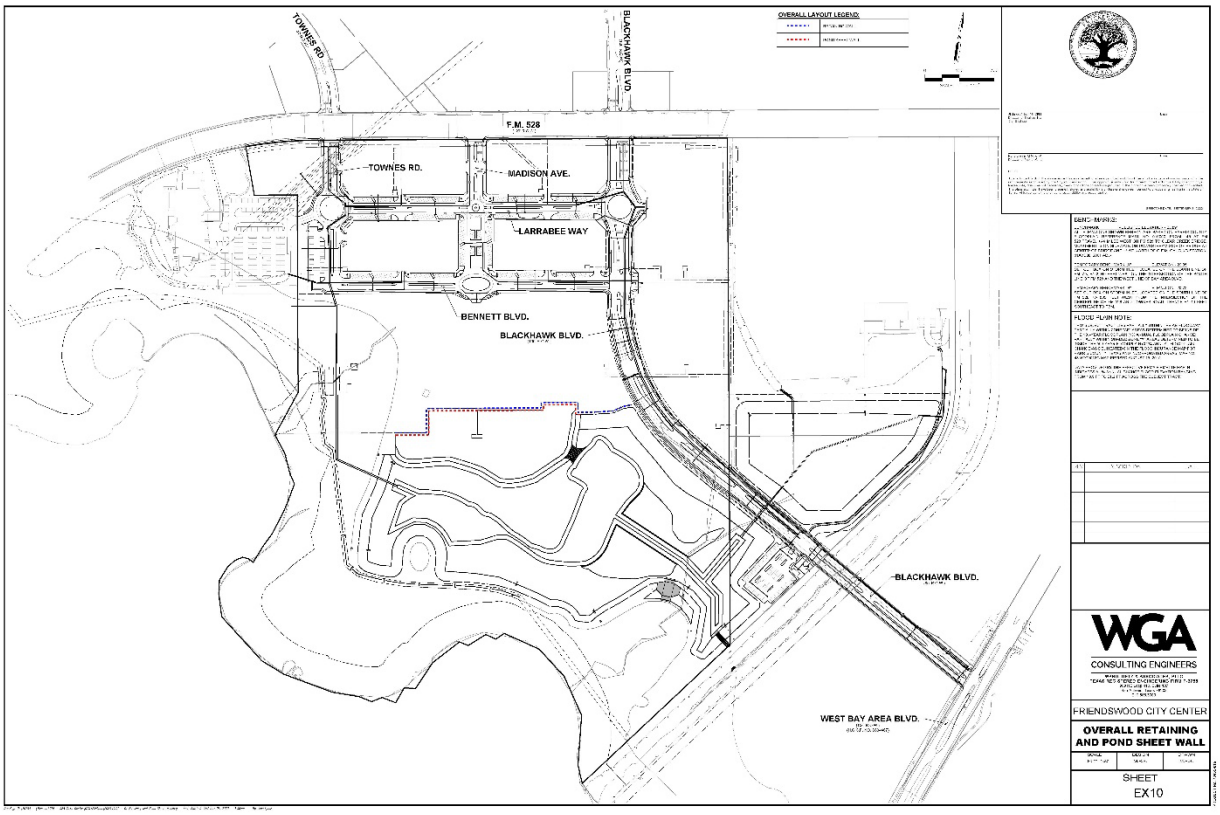


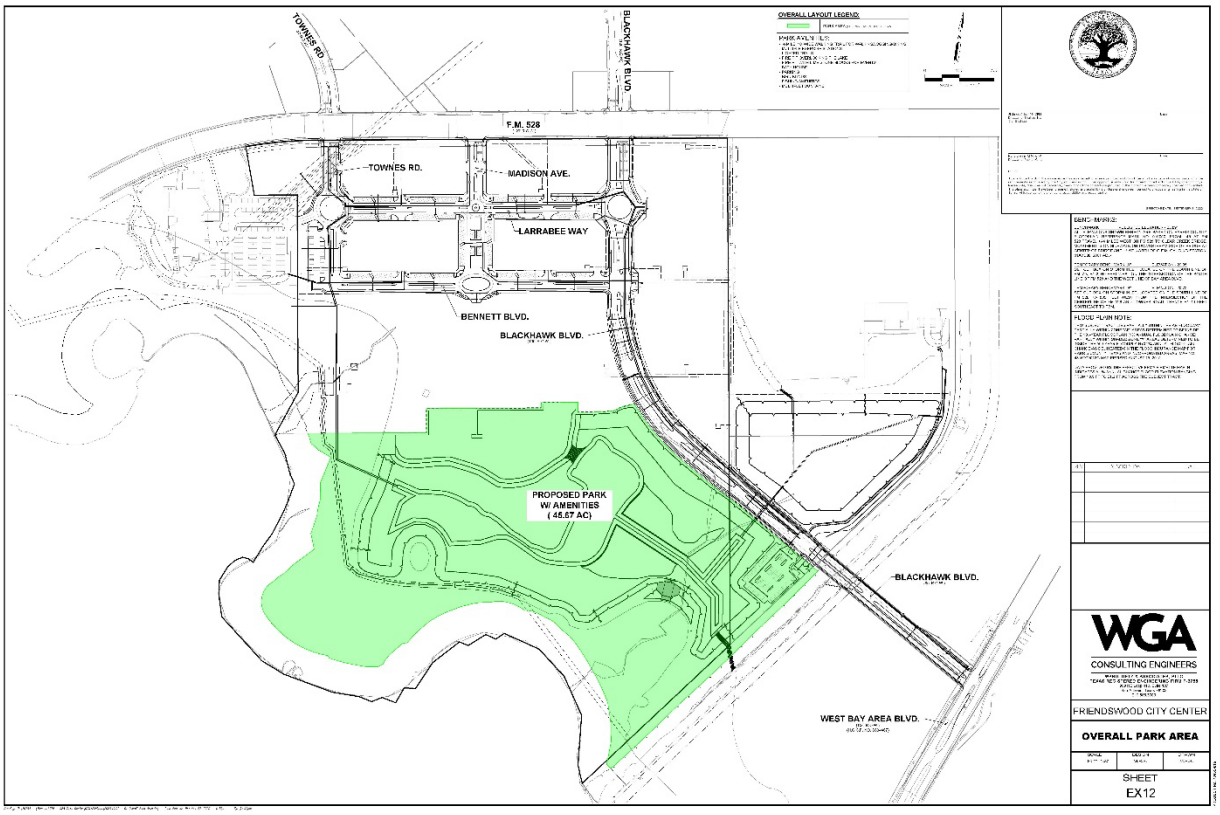

TOWNES RD.
BLACKHAWK BLVD.
OVERALL LAYOUT LEGEND:
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
DETENTION POND 2
DETENTION POND 1
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL STORM WATER AND DRAINAGE AREA
SHEET
EX8

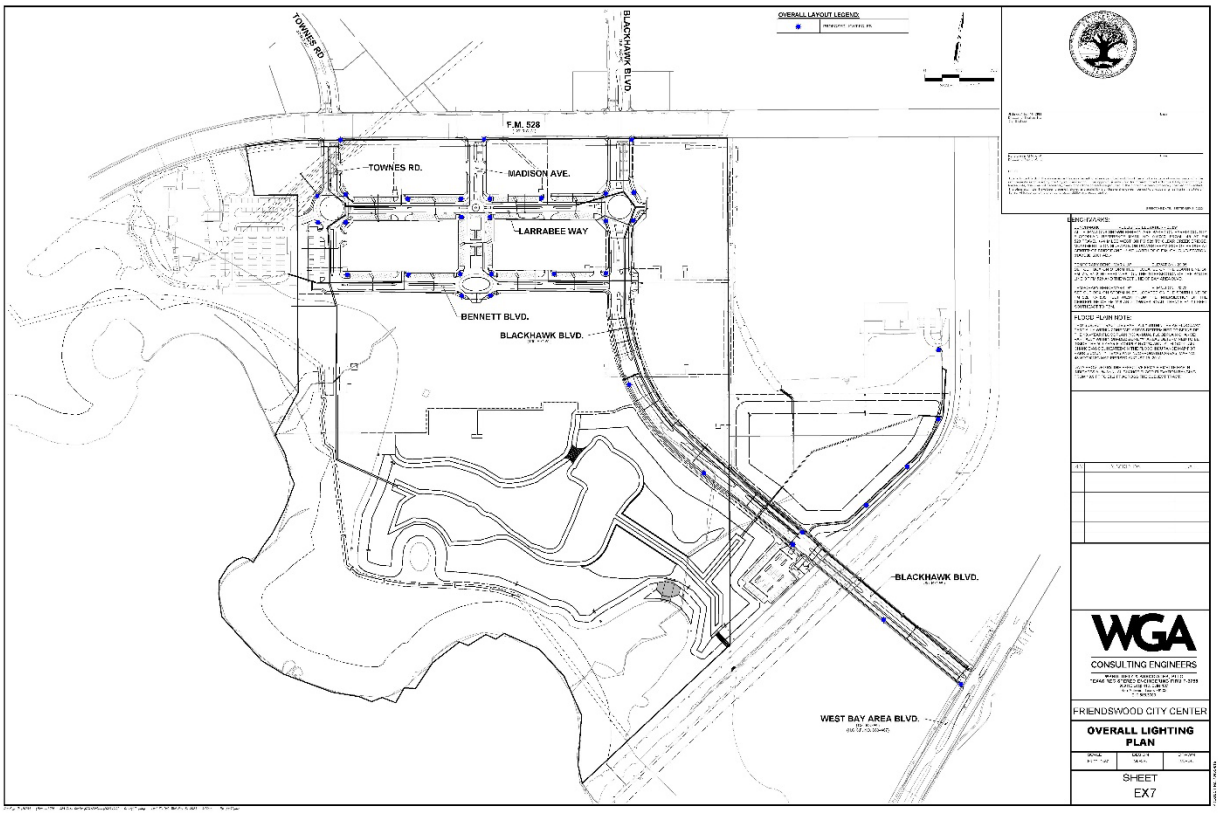

TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
OVERALL LAYOUT LEGEND:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL WASTEWATER PLAN
SHEET
EX4

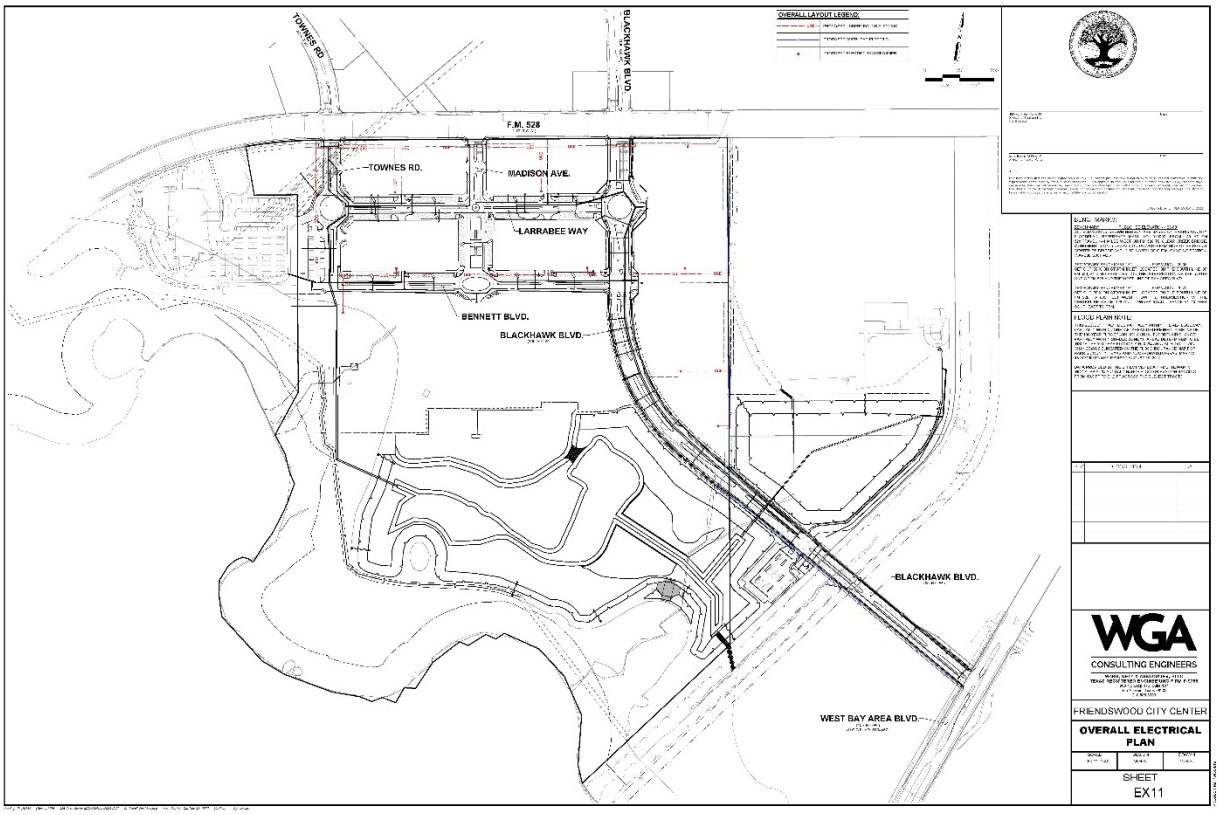

OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
BENCHMARKS:
FLOOD PLAIN NOTE:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL WATER PLAN
SHEET
EX3

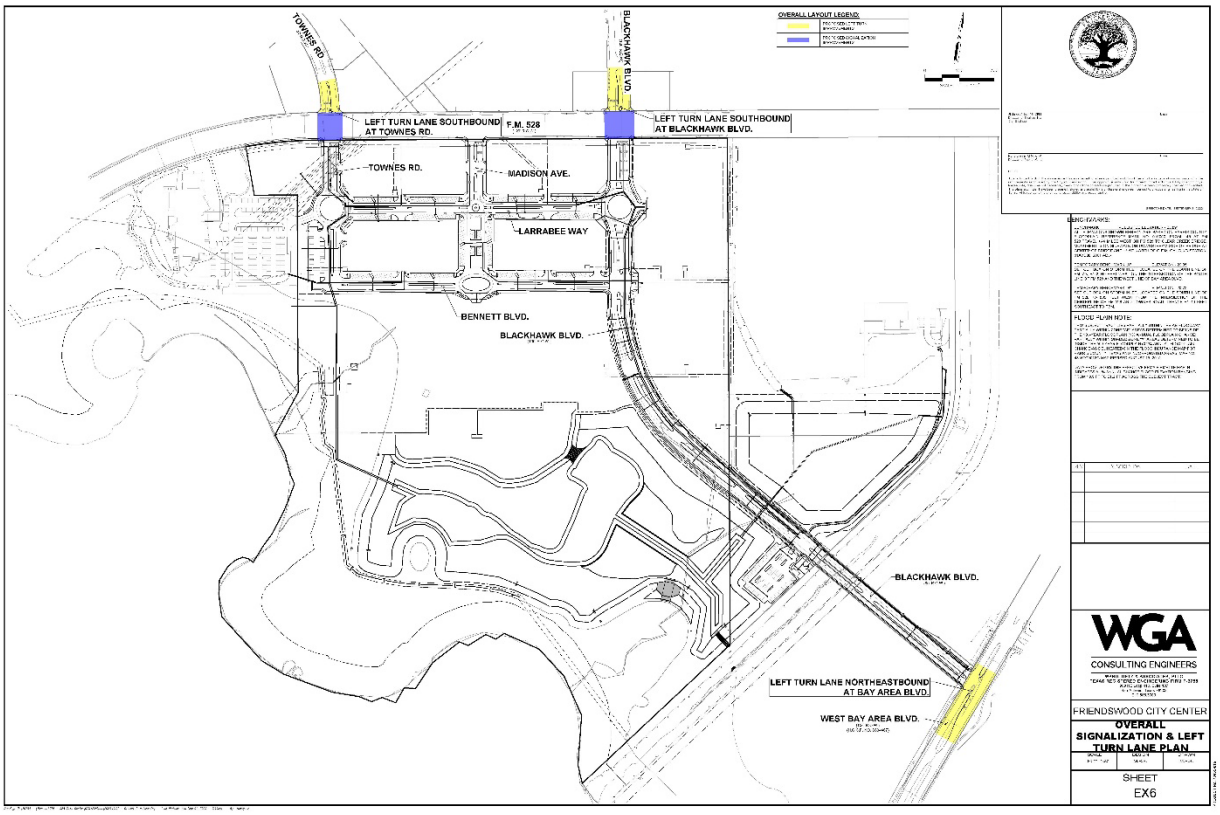

OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL SIDEWALK PLAN
SHEET
EX9

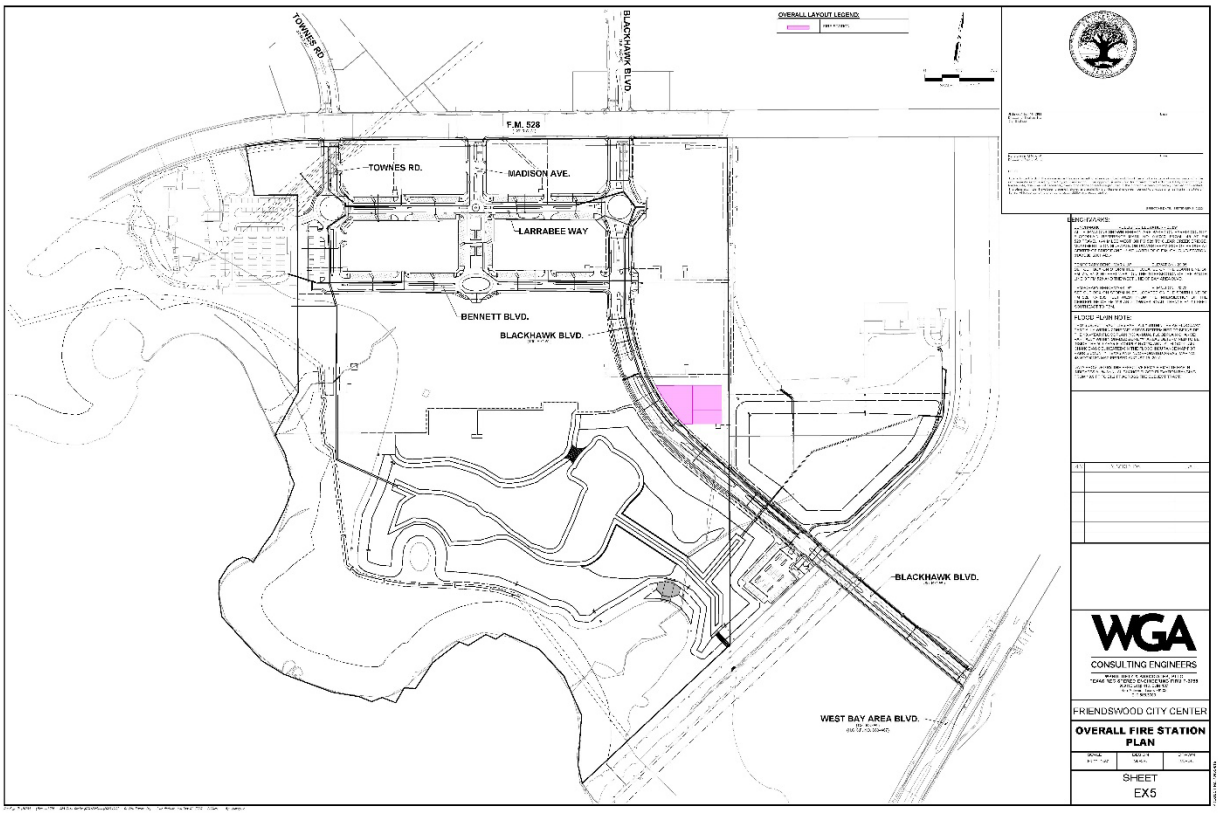

OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
GEN. NOTES:
FLOOD PLAIN NOTE:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL RETAINING AND POND SHEET WALL
SHEET
EX10


TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
PROPOSED PARK
W/ AMENITIES
(45.57 AC)
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
OVERALL LAYOUT LEGEND:
GEN. NOTES:
FLOOD PLAIN NOTE:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL PARK AREA
SHEET
EX12


OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL LIGHTING PLAN
SHEET
EX7


TOWNES RD.
BLACKHAWK BLVD.
OVERALL LAYOUT LEGEND:
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL ELECTRICAL PLAN
SHEET
EX11


TOWNES RD.
BLACKHAWK BLVD.
OVERALL LAYOUT LEGEND:
LEFT TURN LANE SOUTHBOUND AT TOWNES RD.
F.M. 528
LEFT TURN LANE SOUTHBOUND AT BLACKHAWK BLVD.
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
LEFT TURN LANE NORTHEASTBOUND AT BAY AREA BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL SIGNALIZATION & LEFT TURN LANE PLAN
SHEET
EX6


OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL FIRE STATION PLAN
SHEET
EX5

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

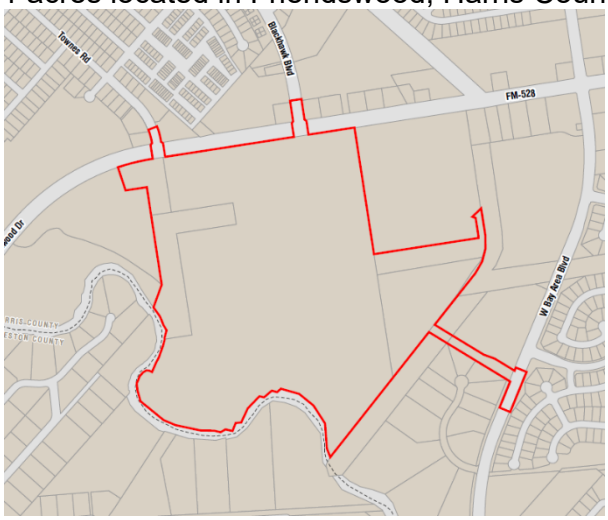
Subject: Conduct a public hearing concerning the advisability of the creation of a Public Improvement District (PID) to make certain improvements in the area described as approximately 124.61 acres situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On November 6, 2023, the City Council set this public hearing concerning the advisability of the creation of a public improvement district to make certain improvements within such district being approximately 124.61 acres located in Friendswood, Harris County, Texas, and further depicted as follows:



(the "PID"). At this public hearing, the City Council will receive public input concerning the establishment of the public improvement district and the authorized improvements to be made therein, which include the following:

1. design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way;
2. design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements,
3. design, acquisition, construction, improvement, and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities;

4. design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto;
5. design, acquisition, construction, improvement, and other allowed costs related to firefighting facilities;
6. design, construction and other allowed costs related to projects similar to those listed in sections (i) – (v) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District;
7. acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement;
8. payment of expenses incurred in the establishment, administration, and operation of the District;
9. payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and
10. maintenance and operation expenses of the Authorized Improvements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Public Improvement Districts ("PIDs") provide a development tool that allocates costs according to the benefits received. A PID can provide a means to fund supplemental services and improvements to meet community needs which could not otherwise be constructed or provided and be paid by those who most benefit from them.

RECOMMENDATIONS

ATTACHMENTS

1. Metes and Bounds of 124+ Acres
2. Map of 124+ Acres

boundary one
professional surveyors

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 124.612 acres (5,428,103 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being all of a called 106.472 acre tract of land conveyed to Madison Development Corp., LLC as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. RP-2023-65754; being all of a called 10.0000 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598262; being out of and a part of a called 28.9270 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598260; being all of a called 1.2603 acre tract of land conveyed to City of Friendswood as described by deed recorded under H.C.C.F. No. 20120071426; being out of and a part of Townes Road (80' right-of-way (R.O.W.)); being out of and a part of Blackhawk Boulevard (100' R.O.W.); being out of and a part of F.M. 528 (120' R.O.W.); being out of and a part of West Bay Area Boulevard (100' R.O.W.); being out of and a part of Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.); said 124.612 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly R.O.W. line of F.M. 528 and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 08°51'00" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Townes Road;

THENCE, North 36°33'39" East, along said cutback line, a distance of 21.34 feet to the northerly end of said cutback line at the curved westerly R.O.W. line of said Townes Road;

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THENCE, Northerly, an arc distance of 120.00 feet along said westerly R.O.W. line and a curve to the left, having a radius of 543.00 feet, a central angle of 12°39'44", and a chord which bears North 15°12'40" West, 119.76 feet to an angle point;

THENCE, North 68°27'28" East, over and across said Townes Road, a distance of 80.00 feet to the curved easterly R.O.W. line of Townes Road;

THENCE, Southerly, an arc distance of 138.66 feet along said easterly R.O.W. line and a curve to the right, having a radius of 623.00 feet, a central angle of 12°45'09", and a chord which bears South 15°09'57" East, 138.38 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Townes Road;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°51'00" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 1,131.34 feet to an angle point;

THENCE, North 08°47'23" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, North 36°12'37" East, along said cutback line, a distance of 20.00 feet to the northerly end of said cutback line at the westerly R.O.W. line of said Blackhawk Boulevard;

THENCE, North 08°47'23" West, along said westerly R.O.W. line, a distance of 180.00 feet to an angle point;

THENCE, North 81°12'37" East, over and across said Blackhawk Boulevard, a distance of 100.00 feet to the easterly R.O.W. line of Blackhawk Boulevard;

THENCE, South 08°47'23" East, along said easterly R.O.W. line, a distance of 180.00 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°47'23" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 403.47 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of said 28.9270 acre tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line and along the common line of said 28.9270 acre tract and said 106.472 acre tract, a distance of 1,109.36 feet to an angle point;

THENCE, North 81°12'37" East, over and across said 28.9270 acre tract, a distance of 917.54 feet to an angle point;

THENCE, North 00°56'05" West, continuing over and across said 28.9270 acre tract, a distance of 18.06 feet to an angle point;

THENCE, North 08°47'24" West, continuing over and across said 28.9270 acre tract, a distance of 156.86 feet to an angle point;

THENCE, North 68°47'23" West, continuing over and across said 28.9270 acre tract, a distance of 30.04 feet to an angle point;

THENCE, North 46°12'37" East, continuing over and across said 28.9270 acre tract, a distance of 105.00 feet to the westerly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682;

THENCE, South 08°47'24" East, along said westerly R.O.W. line, a distance of 236.23 feet to an angle point;

THENCE, South 00°56'05" East, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 14°46'31" West, continuing along said westerly R.O.W. line, at 85.85 feet passing the easterly common corner of said 28.9270 acre tract and said 10.0000 acre tract, continuing in all for a total distance of 116.17 feet to an angle point;

THENCE, South 30°29'10" West, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 38°20'29" West, continuing along said northwesterly R.O.W. line, a distance of 568.63 feet to an angle point;

THENCE, South 58°42'02" East, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.71 feet to the most northerly corner of the aforesaid 1.2603 acre tract;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 308.78 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 70°03'17" East, along a northeasterly line of said 1.2603 acre tract, a distance of 101.98 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 200.02 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found on the northwesterly R.O.W. line of said West Bay Area Boulevard (100 feet wide) and marking an angle point;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 30.00 feet to an angle point;

THENCE, South 67°47'08" East, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the southeasterly R.O.W. line of West Bay Area Boulevard;

THENCE, South 22°12'52" West, along said southeasterly R.O.W. line, a distance of 375.00 feet to an angle point;

THENCE, North 67°47'08" West, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the northwesterly R.O.W. line of West Bay Area Boulevard;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 243.74 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking the most southerly corner of said 1.2603 acre tract and for the most easterly corner of Lots 10 and 11, Block 1, AUTUMN CREEK SECTION NINE, a subdivision plat of record at Film Code No. 497014, H.C.M.R.;

THENCE, North 58°44'41" West, departing said northwesterly R.O.W. line and along the common line of said 1.2603 acre tract and Lots 9 and 10, Block 1, AUTUMN CREEK SECTION NINE, a distance of 634.66 feet to a 3/4-inch iron rod found marking the most westerly corner of said 1.2603 acre tract;

THENCE, North 58°42'02" West, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.70 feet to the southeast line of the aforesaid 10.0000 acre tract;

THENCE, South 38°20'29" West, along said southeast line and northwesterly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), at 502.52 feet passing a 5/8-inch iron rod with cap stamped "RPLS 3974" found marking the southerly common corner of said 10.000 acre tract and said 106.472 acre tract, continuing in all for a total distance of 1,380.50 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

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South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

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THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 124.612 acres (5,428,103 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
Boundary One, L.L.C.
T.B.P.L.S Firm No. 10084800
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November 2, 2023

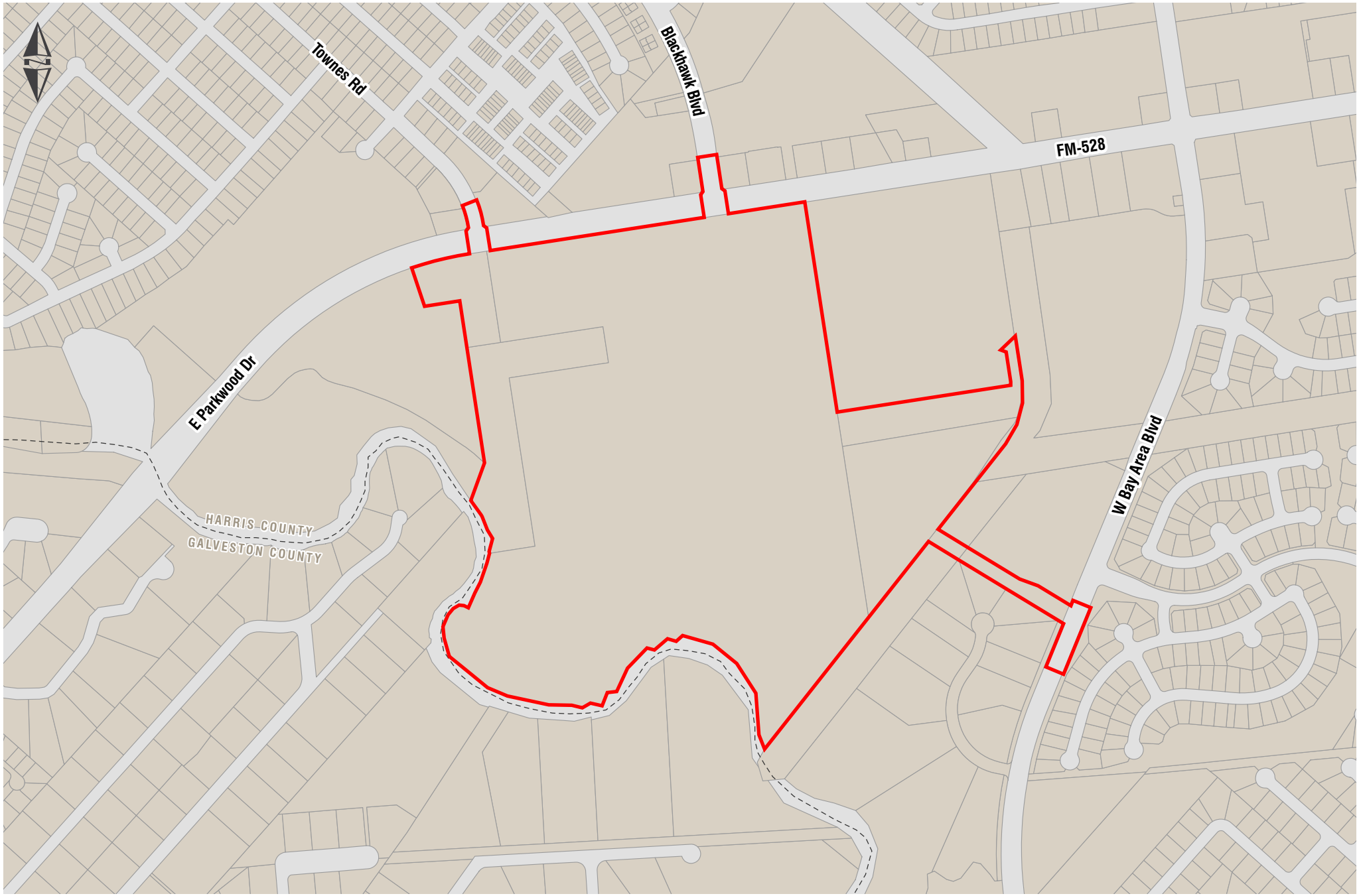
STATE OF TEXAS
REGISTERED
CHRISTIAN OFFENBURGER
5489
PROFESSIONAL
LAND SURVEYOR

11-2-23

Mb124612.docx

FRIENDSWOOD, TX

OVERVIEW MAP: 124.61 ACRES



1 Inch equals 0.1 Miles

0 0.25 0.5

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/28/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Professional Services Payment Agreement with Madison Development Corp., LLC, regarding the assumption of the costs associated with the creation of the Friendswood City Center Public Improvement District and the establishment of the Reinvestment Zone Number One, Friendswood, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This Professional Services Payment Agreement with Madison Development Corp., LLC (the "Developer") is consistent with the City of Friendswood's Public Improvement District Policy, which Council adopted on August 28, 2023.

Pursuant to the agreement, the Developer shall deposit $50,000 (the "Deposit") for expenses associated with:

- the creation of the PID and establishment of the Reinvestment Zone;
- the adoption of a service and assessment plan relative to the development (the "SAP");
- the preparation of a project plan and reinvestment zone financing plan for the Reinvestment Zone (the "Project Plan"); and
- the City's issuance of its bonds secured by assessments levied on a portion of the land within the PID ("PID Bonds"), including, but not limited to:
    - professional services,
    - legal publications,
    - notices,
    - reproduction of materials,
    - public hearing expenses,
    - recording of documents,
    - engineering fees,
    - attorney fees,
    - financial advisory fees,
    - City staff time dedicated to PID and Reinvestment Zone matters and
    - other special consultant fees

(collectively, "City Expenses").

The City will use the Deposit for City Expenses. Once the Deposit falls below $10,000, the Developer shall deposit an additional amount of not less than $25,000. The City shall keep track of the expenses

and notify the Developer when funds need to be replenished. Upon termination of the agreement, the remaining balance in the Deposit shall be returned to the Developer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Payment Agreement

PROFESSIONAL SERVICES PAYMENT AGREEMENT

This Professional Services Payment Agreement (this "Agreement"), effective as of the _____ day of December, 2023, is made and entered into by and between the City of Friendswood, Texas, a Texas home-rule municipality (the "City"), and Madison Development Corp., LLC, a Texas limited liability company (the "Developer"), each herein referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Developer plans to develop approximately 106.472 acres of land in the City legally described in Exhibit A attached hereto (the "Property") into a mixed-use commercial, retail and residential development, in accordance with applicable City regulations and ordinances; and

WHEREAS, the Parties previously determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property can be funded by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, the Developer desires to develop the Property, and the City, at the behest of the Developer, intends to (i) create the Friendswood City Center Public Improvement District ("PID") pursuant to the PID Act and (ii) designate the Property as "Reinvestment Zone Number One, City of Friendswood Texas" ("Reinvestment Zone"), pursuant to Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act, to facilitate the development of the Property and related public infrastructure; and

WHEREAS, the Parties hereto acknowledge that the City has heretofore incurred certain costs relative to the creation of the PID and establishment of the Reinvestment Zone and will continue to incur costs relative to (i) the creation of the PID and establishment of the Reinvestment Zone, (ii) the adoption of a service and assessment plan relative to the Property (the "SAP"), (iii) the preparation of a project plan and reinvestment zone financing plan for the Reinvestment Zone (the "Project Plan"), and (iv) the City's issuance of its bonds secured by assessments levied on a portion of the land within the PID ("PID Bonds"), including, but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, City staff time dedicated to PID and Reinvestment Zone matters ("City Staff Time"), and other special consultant fees (collectively, "City Expenses");

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment for Professional Services. Within ten (10) days of receipt of request by the City, the Developer shall deposit with the City $50,000.00 (the "Deposit") for payment of the City Expenses relative to creating the PID and establishing the Reinvestment Zone and to fund

the preparation of the Project Plan, the review and adoption of the SAP and issuance of the PID Bonds. Further:

(a) The City agrees to hold the Deposit in a separate interest-bearing account maintained by the City which may only be used to pay City Expenses.

(b) The City agrees that all City Expenses relating to third-party consultants that are to be paid from the Deposit shall be evidenced by invoices that describe the work performed by person, date, billing rate and amount of time to perform such task. Within ten (10) business days after receipt of each invoice for City Expenses (and before such invoice is paid), the City shall forward such invoice to the Developer. If the Developer reasonably requests additional information in clarification or support of such invoice, the City/consultant shall provide the same, if available. the Developer shall have ten (10) business days after receipt during which to review each invoice and to make objections. If the Developer objects to any portion of an invoice, the City, the Developer and those providing the services shall attempt to resolve the dispute within a reasonable period of time; however, if notwithstanding their collective good faith efforts, the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the invoice using the funds from the Deposit. For City Staff Time, the City shall provide an accounting of the staff time dedicated to PID and Reinvestment Zone matters and an allocation of costs for such time.

(c) The Developer agrees that in the event the Deposit falls below $10,000.00 upon request from the City, the Developer shall advance to the City an additional amount necessary to cause the amount on deposit with the City to equal no less than $25,000.00.

(d) In the event the Deposit is exhausted, upon notice, the Developer shall pay the balance owed in full within fifteen (15) business days in addition to the remittance of the additional funds as provided above.

(e) In the instance that deposits of additional funds are not timely made, the City shall have no obligation to incur any additional City Expenses until such deposit is made.

(f) The City will pay City Expenses (other than City Staff Time) out of the Deposit and keep accounting of all charges for City Expenses incurred, including City Staff Time. Upon the termination of this Agreement any unused portion of the Deposit shall be returned to the Developer (including all interest earned on the Deposit).

(g) City Staff Time will be reimbursed from bond proceeds at closing of the first issuance of PID Bonds relating to the Property.

2. No Obligation by City. The Developer acknowledges that the City has no obligation to create a PID, to establish a Reinvestment Zone, to approve a Project Plan, to adopt an SAP or to issue any PID Bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay City Expenses shall exist and continue independent of whether the SAP or PID Bonds or other indebtedness are approved, or a PID is created, or a Reinvestment Zone is established. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City and the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay from the Deposit City Expenses incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds. At the closing of the sale of the first series of PID Bonds, this Agreement shall automatically terminate and any remaining portion of the Deposit shall be refunded to the Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement may only be amended by written instrument approved by the Parties.

6. Successors and Assigns. Neither The City nor the Developer may assign or transfer its interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by electronic transmission received by the other Party or by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

City:
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attention: City Manager

Developer:
Madison Development Corp., LLC
505 S. Friendswood Dr., Suite 119
Friendswood, TX 77546
Attention: Managing Member

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Execution. The City Manager is hereby authorized to execute and deliver this Agreement in substantially the form presented to the City Council with such changes as the City Manager may deem appropriate.

13. Iran, Sudan and Foreign Terrorist Organizations. 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 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purcasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/flo-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

14. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that,

with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

CITY OF FRIENDSWOOD, TEXAS

By:_____
MORAD KABIRI, City Manager

Date: _____

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

MADISON DEVELOPMENT CORP., LLC

By: _____
LOUIS TANNOS, Managing Member

STATE OF _____ §
§
COUNTY OF _____ §

Before me, _____, the undersigned notary public, on this day personally appeared LOUIS TANNOS, Managing Member of Madison Development Corp., LLC, on behalf of such limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas
My commission expires: _____

boundary one
professional surveyors

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 124.612 acres (5,428,103 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being all of a called 106.472 acre tract of land conveyed to Madison Development Corp., LLC as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. RP-2023-65754; being all of a called 10.0000 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598262; being out of and a part of a called 28.9270 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598260; being all of a called 1.2603 acre tract of land conveyed to City of Friendswood as described by deed recorded under H.C.C.F. No. 20120071426; being out of and a part of Townes Road (80' right-of-way (R.O.W.)); being out of and a part of Blackhawk Boulevard (100' R.O.W.); being out of and a part of F.M. 528 (120' R.O.W.); being out of and a part of West Bay Area Boulevard (100' R.O.W.); being out of and a part of Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.); said 124.612 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly R.O.W. line of F.M. 528 and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 08°51'00" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Townes Road;

THENCE, North 36°33'39" East, along said cutback line, a distance of 21.34 feet to the northerly end of said cutback line at the curved westerly R.O.W. line of said Townes Road;

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T.B.P.L.S. Firm No. 10084800

THENCE, Northerly, an arc distance of 120.00 feet along said westerly R.O.W. line and a curve to the left, having a radius of 543.00 feet, a central angle of 12°39'44", and a chord which bears North 15°12'40" West, 119.76 feet to an angle point;

THENCE, North 68°27'28" East, over and across said Townes Road, a distance of 80.00 feet to the curved easterly R.O.W. line of Townes Road;

THENCE, Southerly, an arc distance of 138.66 feet along said easterly R.O.W. line and a curve to the right, having a radius of 623.00 feet, a central angle of 12°45'09", and a chord which bears South 15°09'57" East, 138.38 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Townes Road;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°51'00" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 1,131.34 feet to an angle point;

THENCE, North 08°47'23" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, North 36°12'37" East, along said cutback line, a distance of 20.00 feet to the northerly end of said cutback line at the westerly R.O.W. line of said Blackhawk Boulevard;

THENCE, North 08°47'23" West, along said westerly R.O.W. line, a distance of 180.00 feet to an angle point;

THENCE, North 81°12'37" East, over and across said Blackhawk Boulevard, a distance of 100.00 feet to the easterly R.O.W. line of Blackhawk Boulevard;

THENCE, South 08°47'23" East, along said easterly R.O.W. line, a distance of 180.00 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°47'23" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 403.47 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of said 28.9270 acre tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line and along the common line of said 28.9270 acre tract and said 106.472 acre tract, a distance of 1,109.36 feet to an angle point;

THENCE, North 81°12'37" East, over and across said 28.9270 acre tract, a distance of 917.54 feet to an angle point;

THENCE, North 00°56'05" West, continuing over and across said 28.9270 acre tract, a distance of 18.06 feet to an angle point;

THENCE, North 08°47'24" West, continuing over and across said 28.9270 acre tract, a distance of 156.86 feet to an angle point;

THENCE, North 68°47'23" West, continuing over and across said 28.9270 acre tract, a distance of 30.04 feet to an angle point;

THENCE, North 46°12'37" East, continuing over and across said 28.9270 acre tract, a distance of 105.00 feet to the westerly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682;

THENCE, South 08°47'24" East, along said westerly R.O.W. line, a distance of 236.23 feet to an angle point;

THENCE, South 00°56'05" East, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 14°46'31" West, continuing along said westerly R.O.W. line, at 85.85 feet passing the easterly common corner of said 28.9270 acre tract and said 10.0000 acre tract, continuing in all for a total distance of 116.17 feet to an angle point;

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THENCE, South 30°29'10" West, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 38°20'29" West, continuing along said northwesterly R.O.W. line, a distance of 568.63 feet to an angle point;

THENCE, South 58°42'02" East, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.71 feet to the most northerly corner of the aforesaid 1.2603 acre tract;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 308.78 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 70°03'17" East, along a northeasterly line of said 1.2603 acre tract, a distance of 101.98 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 200.02 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found on the northwesterly R.O.W. line of said West Bay Area Boulevard (100 feet wide) and marking an angle point;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 30.00 feet to an angle point;

THENCE, South 67°47'08" East, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the southeasterly R.O.W. line of West Bay Area Boulevard;

THENCE, South 22°12'52" West, along said southeasterly R.O.W. line, a distance of 375.00 feet to an angle point;

THENCE, North 67°47'08" West, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the northwesterly R.O.W. line of West Bay Area Boulevard;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 243.74 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking the most southerly corner of said 1.2603 acre tract and for the most easterly corner of Lots 10 and 11, Block 1, AUTUMN CREEK SECTION NINE, a subdivision plat of record at Film Code No. 497014, H.C.M.R.;

THENCE, North 58°44'41" West, departing said northwesterly R.O.W. line and along the common line of said 1.2603 acre tract and Lots 9 and 10, Block 1, AUTUMN CREEK SECTION NINE, a distance of 634.66 feet to a 3/4-inch iron rod found marking the most westerly corner of said 1.2603 acre tract;

THENCE, North 58°42'02" West, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.70 feet to the southeast line of the aforesaid 10.0000 acre tract;

THENCE, South 38°20'29" West, along said southeast line and northwesterly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), at 502.52 feet passing a 5/8-inch iron rod with cap stamped "RPLS 3974" found marking the southerly common corner of said 10.000 acre tract and said 106.472 acre tract, continuing in all for a total distance of 1,380.50 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

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South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 124.612 acres (5,428,103 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
Boundary One, L.L.C.
T.B.P.L.S Firm No. 10084800
150 W. Shadowbend, Suite 304
Friendswood, TX 77546
(281) 648-3131
www.boundaryone.com
November 2, 2023

STATE OF TEXAS
REGISTERED
CHRISTIAN OFFENBURGER
5489
PROFESSIONAL
LAND SURVEYOR

11-2-23

Mb124612.docx

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance designating a contiguous geographic area, being approximately 124.61 acres located in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One, City of Friendswood (the "Zone"); describing the boundaries of the Zone, creating a Board of Directors for the Zone; establishing a tax increment fund for the Zone; and providing for the effective date and termination date of the Zone.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Generally, this proposed ordinance:

1. designates and describes an area to be a reinvestment zone;
   The Tax Increment Financing Act (the "Act") allows the City Council to designate a geographic area to be a reinvestment zone if it determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future. Pursuant to the Act, the City has prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for a reinvestment zone to be known as "Reinvestment Zone Number One, City of Friendswood" for a proposed tax increment reinvestment zone containing approximately 124.61 acres.

2. creates a Board of Directors for the Zone;
   The proposed ordinance provides that the City Council will serve as the Board of the Zone with the Mayor to serve as the chairman. Board members shall serve two-year terms. Each year, Council shall appoint a chairman to the Board; but if it fails to do so, the Mayor shall be automatically appointed.

3. establishes a tax increment fund for the Zone; and
   The proposed ordinance creates a "Tax Increment Fund" for the Zone into which the Tax Increment of the City, is to be deposited. From the fund, money will be disbursed to pay project costs, plus interest, for the Zone; and excess funds may be transferred to the City's general fund as determined by the City.

4. provides for the effective date and termination date of the Zone.
   The Zone shall be effective upon the passage of the ordinance and its termination will be December 31, 2053 or the date that all bonds, notes and other obligations, including interest thereon, of the Zone have been paid in full.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

TIRZ stands for “Tax Increment Reinvestment Zone.” TIRZs are governed by Chapter 311 of the Texas Tax Code. TIRZ is a common economic development tool used by municipalities throughout Texas. They provide tax increment financing, which is an economic development tool to incentivize both development and redevelopment.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Establishing TIRZ No. 1
2. Exhibit A - TIRZ Boundary
3. Exhibit B - Friendswood TIRZ #1
4. Exhibit C - Preliminary Project and Finance Plan

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, CITY OF FRIENDSWOOD; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the City of Friendswood, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City of Friendswood (the "City Council") desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the metes and bounds attached hereto as Exhibit "A" and more generally depicted in Exhibit "B" attached hereto (the "Zone"), which exhibits are incorporated herein for all intents and purposes; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Friendswood, dated December 4, 2023, attached as Exhibit "C" (the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before November 22, 2023, which date is on or before the seventh (7th) day before the public hearing held on December 4, 2023; and

WHEREAS, on December 4, 2023, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 4, 2023; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the Act and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent (30%); and

WHEREAS, a Preliminary Project and Finance Plan has been prepared for the proposed reinvestment zone; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. *Recitals Incorporated*. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

Section 2. *Findings*. That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and

(b) That creation of the proposed reinvestment zone with boundaries as described and depicted in Exhibits A and B will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as described and depicted in Exhibits A and B, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City;

2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs sound growth of the City;

(d) That thirty percent (30%) or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes;

(e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed fifty percent (50%) of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any;

(f) That the improvements in the proposed reinvestment zone will significantly enhance

the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City;

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future;

(h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and

(i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

Section 3. *Designation and Name of the Zone*. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits A and B hereto as a tax increment reinvestment zone. The name assigned to the Zone for identification is Reinvestment Zone Number One, City of Friendswood.

Section 4. *Board of Directors*.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by the City Council. Councilmembers and the Mayor may serve as Board Members.

(b) Persons appointed to the Board shall be eligible to serve on the Board if they are at least eighteen (18) years of age, and are a resident of the county in which the Zone is located or a county adjacent to that county.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by the Board shall not take effect unless and until adopted by City Council.

(d) Directors shall not receive any salary or other compensation for their services as directors.

(e) Members of the Board shall be appointed for terms of two (2) years. The terms of the Board Members may be staggered. The City Council may remove and replace Board Members at any time during a term. The tenure of the Mayor and City Councilmembers serving as members of the Board shall be limited to the shorter of the following:

1. The statutory two-year term; or
2. The date the Board member ceases to be a member of the City Council.

(f) The initial Board shall be seven (7) members and the following shall be members:

1. City Councilmember, Place 1
2. City Councilmember, Place 2
3. City Councilmember, Place 3
4. City Councilmember, Place 4
5. City Councilmember, Place 5
6. City Councilmember, Place 6
7. Mayor

(g) The City Council hereby appoints Mayor to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one (1) member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

Section 5. *Duration of the Zone*. That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2053; or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

Section 6. *Tax Increment Base and Tax Increment*. Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2023, of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). Consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is seventy percent (70%) of real property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

Section 7. *Tax Increment Fund*. There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general

fund as determined by the City.

Section 8. *Severability Clause*. Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Friendswood hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 9. *Effective Date*. This ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2023\12-04-2023\Ordinance - Establishing TIRZ No. 1.docx

Exhibit A

LEGAL DESCRIPTION OF BOUNDARIES

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 124.612 acres (5,428,103 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being all of a called 106.472 acre tract of land conveyed to Madison Development Corp., LLC as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. RP-2023-65754; being all of a called 10.0000 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598262; being out of and a part of a called 28.9270 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598260; being all of a called 1.2603 acre tract of land conveyed to City of Friendswood as described by deed recorded under H.C.C.F. No. 20120071426; being out of and a part of Townes Road (80' right-of-way (R.O.W.)); being out of and a part of Blackhawk Boulevard (100' R.O.W.); being out of and a part of F.M. 528 (120' R.O.W.); being out of and a part of West Bay Area Boulevard (100' R.O.W.); being out of and a part of Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.); said 124.612 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly R.O.W. line of F.M. 528 and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 08°51'00" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Townes Road;

THENCE, North 36°33'39" East, along said cutback line, a distance of 21.34 feet to the northerly end of said cutback line at the curved westerly R.O.W. line of said Townes Road;

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THENCE, Northerly, an arc distance of 120.00 feet along said westerly R.O.W. line and a curve to the left, having a radius of 543.00 feet, a central angle of 12°39'44", and a chord which bears North 15°12'40" West, 119.76 feet to an angle point;

THENCE, North 68°27'28" East, over and across said Townes Road, a distance of 80.00 feet to the curved easterly R.O.W. line of Townes Road;

THENCE, Southerly, an arc distance of 138.66 feet along said easterly R.O.W. line and a curve to the right, having a radius of 623.00 feet, a central angle of 12°45'09", and a chord which bears South 15°09'57" East, 138.38 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Townes Road;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°51'00" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 1,131.34 feet to an angle point;

THENCE, North 08°47'23" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, North 36°12'37" East, along said cutback line, a distance of 20.00 feet to the northerly end of said cutback line at the westerly R.O.W. line of said Blackhawk Boulevard;

THENCE, North 08°47'23" West, along said westerly R.O.W. line, a distance of 180.00 feet to an angle point;

THENCE, North 81°12'37" East, over and across said Blackhawk Boulevard, a distance of 100.00 feet to the easterly R.O.W. line of Blackhawk Boulevard;

THENCE, South 08°47'23" East, along said easterly R.O.W. line, a distance of 180.00 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°47'23" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 403.47 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of said 28.9270 acre tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line and along the common line of said 28.9270 acre tract and said 106.472 acre tract, a distance of 1,109.36 feet to an angle point;

THENCE, North 81°12'37" East, over and across said 28.9270 acre tract, a distance of 917.54 feet to an angle point;

THENCE, North 00°56'05" West, continuing over and across said 28.9270 acre tract, a distance of 18.06 feet to an angle point;

THENCE, North 08°47'24" West, continuing over and across said 28.9270 acre tract, a distance of 156.86 feet to an angle point;

THENCE, North 68°47'23" West, continuing over and across said 28.9270 acre tract, a distance of 30.04 feet to an angle point;

THENCE, North 46°12'37" East, continuing over and across said 28.9270 acre tract, a distance of 105.00 feet to the westerly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682;

THENCE, South 08°47'24" East, along said westerly R.O.W. line, a distance of 236.23 feet to an angle point;

THENCE, South 00°56'05" East, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 14°46'31" West, continuing along said westerly R.O.W. line, at 85.85 feet passing the easterly common corner of said 28.9270 acre tract and said 10.0000 acre tract, continuing in all for a total distance of 116.17 feet to an angle point;

THENCE, South 30°29'10" West, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 38°20'29" West, continuing along said northwesterly R.O.W. line, a distance of 568.63 feet to an angle point;

THENCE, South 58°42'02" East, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.71 feet to the most northerly corner of the aforesaid 1.2603 acre tract;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 308.78 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 70°03'17" East, along a northeasterly line of said 1.2603 acre tract, a distance of 101.98 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 200.02 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found on the northwesterly R.O.W. line of said West Bay Area Boulevard (100 feet wide) and marking an angle point;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 30.00 feet to an angle point;

THENCE, South 67°47'08" East, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the southeasterly R.O.W. line of West Bay Area Boulevard;

THENCE, South 22°12'52" West, along said southeasterly R.O.W. line, a distance of 375.00 feet to an angle point;

THENCE, North 67°47'08" West, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the northwesterly R.O.W. line of West Bay Area Boulevard;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 243.74 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking the most southerly corner of said 1.2603 acre tract and for the most easterly corner of Lots 10 and 11, Block 1, AUTUMN CREEK SECTION NINE, a subdivision plat of record at Film Code No. 497014, H.C.M.R.;

THENCE, North 58°44'41" West, departing said northwesterly R.O.W. line and along the common line of said 1.2603 acre tract and Lots 9 and 10, Block 1, AUTUMN CREEK SECTION NINE, a distance of 634.66 feet to a 3/4-inch iron rod found marking the most westerly corner of said 1.2603 acre tract;

THENCE, North 58°42'02" West, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.70 feet to the southeast line of the aforesaid 10.0000 acre tract;

THENCE, South 38°20'29" West, along said southeast line and northwesterly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), at 502.52 feet passing a 5/8-inch iron rod with cap stamped "RPLS 3974" found marking the southerly common corner of said 10.000 acre tract and said 106.472 acre tract, continuing in all for a total distance of 1,380.50 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

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South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 124.612 acres (5,428,103 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
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T.B.P.L.S Firm No. 10084800
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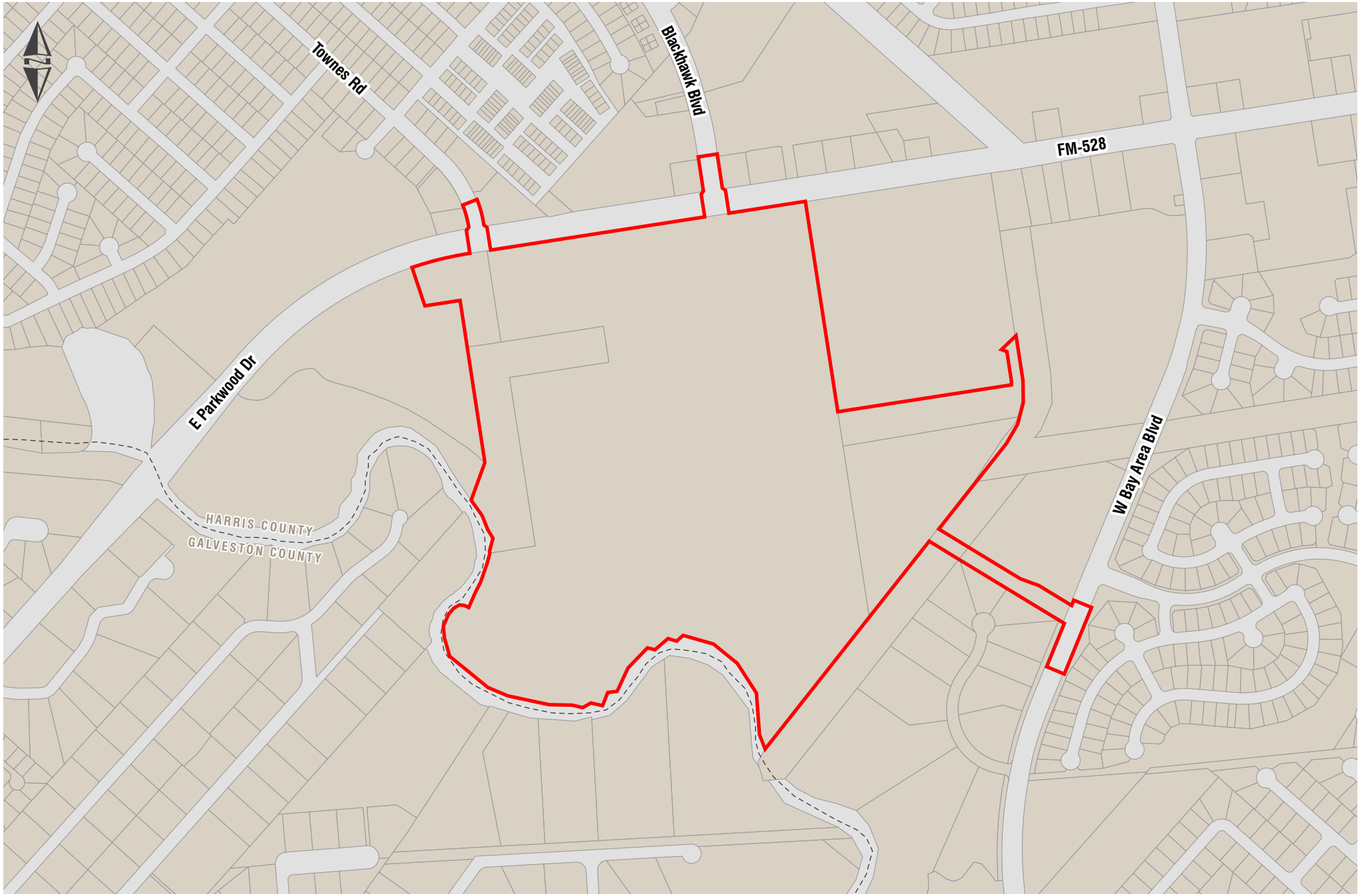
(281) 648-3131
www.boundaryone.com
November 2, 2023

STATE OF TEXAS
REGISTERED
CHRISTIAN OFFENBURGER
5489
PROFESSIONAL
LAND SURVEYOR

11-2-23

Mb124612.docx

OVERVIEW MAP: TIRZ #1 - 124.61 ACRES



1 Inch equals 0.1 Miles

0 0.25 0.5

REINVESTMENT ZONE NUMBER ONE, CITY OF FRIENDSWOOD, TEXAS PRELIMINARY PROJECT AND FINANCE PLAN

DECEMBER 4, 2023

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SECTION 1: DEFINITIONS

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

"**Act**" means Chapter 311, Texas Tax Code, Tax Increment Financing Act

"**Administrative Costs**" means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

"Appraisal District" means the Harris Central Appraisal District.

"**Board**" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

"**City**" means the City of Friendswood, Texas.

"City Center PID Service and Assessment Plan" means that certain City Center Public Improvement District Service and Assessment Plan, to be adopted by the City in calendar year 2024 and amended from time to time.

"City Center Public Improvement District" means the City Center Public Improvement District, which includes certain of the Property within its boundaries, created by Resolution No. XXX of the City passed on December 4, 2023.

"**City Council**" means the governing body of the City.

"**City TIRZ Increment**" means seventy percent (70%) of the City's ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

"**Creation Ordinance**" means Ordinance No. _____ adopted by the City Council on December 4, 2023.

"Developer" means Madison Development Corporation, LLC and its successors or assigns.

"Development Agreement" means the City Center Development Agreement, effective as of December 4, 2023.

"**Feasibility Study**" means the economic feasibility study as evaluated over the term of the Zone and focused only on direct financial benefits, as shown on **Exhibit E**.

"**Final Plan**" means the future *Reinvestment Zone Number One, City of Friendswood Final Project and Finance Plan*.

"Non-Project Costs" means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, and will be financed by private funds, as described in **Section 6**, and shown on **Exhibit B**.

"**Preliminary Plan**" means this *Reinvestment Zone Number One, City of Friendswood Preliminary Project and Finance Plan*.

"**Project Costs**" means the total costs for projects in the Zone, including the actual costs of the Public Improvements, and the Administrative Costs.

"**Property**" means 124.612 acres of land as depicted on **Exhibit A** and identified on **Exhibit F**.

"**Public Improvements**" means the proposed public improvements to be financed by the Zone, which includes streets, detention, water, sanitary sewer, sanitary lift station, clearing & grubbing, earthwork, paving & grading, landscaping, amenities & parks, professional services, and associated financing and interest costs related thereto, as depicted on **Exhibit H**, and detailed on **Exhibit C**.

"TIRZ Agreement" means the Tax Increment Reinvestment Zone Number One, City of Friendswood (TIRZ) Agreement, effective as of December 4, 2023.

"**TIRZ Credit"** means the TIRZ Number One Maximum Annual Credit Amount designated towards the principal and interest portion of the Annual Installment for the Assessed Property, as will be further defined and described in the City Center PID Service and Assessment Plan.

"**Tax Increment Base**" means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

"**TIRZ Fund**" means the tax increment fund created by the City and segregated from all other funds of the City.

"**Zone**" means Reinvestment Zone Number One, City of Friendswood, as depicted on **Exhibit A**, and described on **Exhibit F**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopts the Creation Ordinance, the City Council must prepare a preliminary reinvestment zone project and finance plan in accordance with the Act and hold a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by this Preliminary Plan, the purpose of which was to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements and projects will be undertaken and financed shall be determined by the Final Plan, which requires approval by the Board and City Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
2) that the Zone was feasible,
3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance shall appoint the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council. Additionally, the Board shall consider a TIRZ Agreement among the City, the Board and the Developer and recommend its approval to the City Council.

2.7 Council Action

On December 4, 2023, the City Council approved the Creation Ordinance and a development agreement with the Developer. It is anticipated that the Final Plan shall be updated in the future to identify additional improvements within the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Planned Unit Development, Single Family Residential, and Single Family Residential with a Specific Use Permit and is intended to be developed with commercial and residential uses. The Property is undeveloped or underdeveloped, and there is limited public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include a retail, mixed-use commercial areas, multi-family, office/medical and hotel as shown on **Exhibit G**.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulations. The property is currently zoned as Planned Unit Development, Single Family Residential, and Single Family Residential with a Specific Use Permit. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No person shall be displaced and in need of relocation due to the creation of the Zone or shall be due to the implementation of the Final Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately $710,724,032.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

7.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be $53,064,559, as shown below and detailed on **Exhibit C**. The costs of Public Improvements are estimated to be $52,658,878, and the Administrative Costs are estimated to be $405,681.

8.2 Administrative Costs

The Administrative Costs are estimated to be $10,000 per year beginning 2024 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2026 and 2027, as shown on **Exhibit D**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibillity Study, as shown on **Exhibit E,** focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $125,556,141 in total new real property tax revenue for the City over the remaining term of the Zone. Approximately $87,889,298 will be deposited into the TIRZ Fund to pay for Project Costs over the remaining term of the Zone. The remaining real property tax revenue over that period, estimated at $37,666,842 shall be retained by the City.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be $125,556,141, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $37,666,842 over the remaining term.

The City shall participate at 70% for the life of the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

It is anticipated that the Final Plan shall be amended in the future to reflect additional development within the Zone.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No TIRZ bonds are anticipated to be issued by the City pursuant to the Act. However, it is anticipated that the Zone may fund all or a portion of city debt service issued to support the Project Costs.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be $1,780,871 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $1,149,779,651 as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan. IT is

anticipated that the Final Plan shall be amended in the future to reflect additional development within the Zone, which would increase the estimated total Captured Appraised Value.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

The Final Plan shall obligate the City to deposit into the TIRZ Fund each year the City Property Tax Increment. For example, in FY 2024, the City's ad valorem tax rate is $0.500728 per $100 of taxable value, therefore the City would contribute $0.3505096 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The funds deposited into the TIRZ Fund shall be prioritized and allocated on a parcel by parcel as follows:

1. For the reasonable Administrative Costs of the Residential Property portion of the Zone; then
2. For the payment of Public Improvement Costs through an annual reduction of a portion of the principal and interest of the Annual Installment of Assessments (as each defined in the City Center PID Service and Assessment Plan), as further described in the City Center PID Service and Assessment Plan, on a parcel by parcel basis, in an amount not to exceed the TIRZ Maximum Annual Credit Amount (as defined in the City Center PID Service and Assessment Plan); then
3. To the extent there are TIRZ Fund revenues remaining after such TIRZ Credit, any excess TIRZ Fund revenue may be utilized in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, unless otherwise approved by the City. The City may amend the Final Plan in compliance with the Development Agreement and TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2053, with the last payment being due by January 31, 2054, unless otherwise terminated in accordance with the Creation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2053, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description of the Zone
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT A – MAP OF THE ZONE

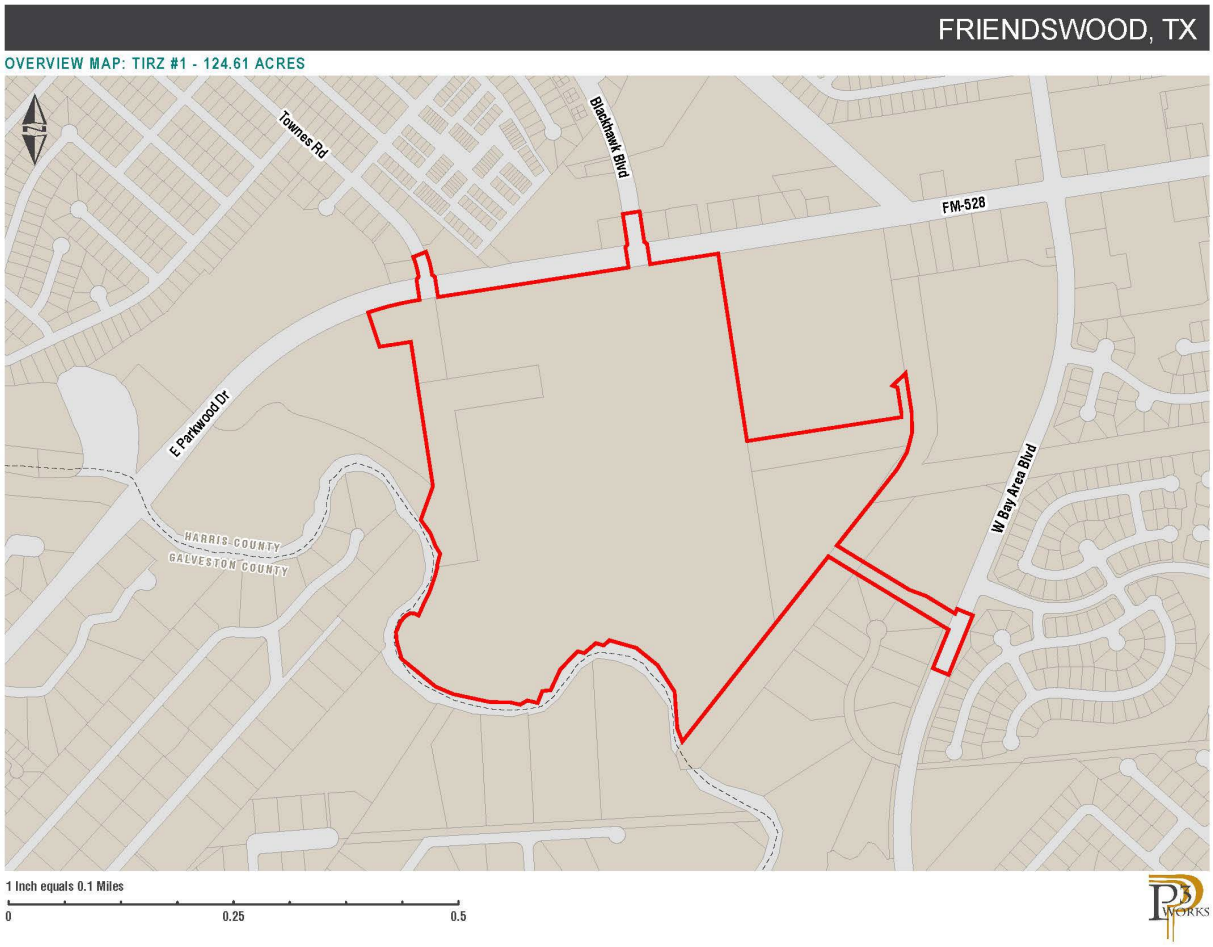

EXHIBIT B – NON-PROJECT COSTS

		Lot Value[1]		Buildout Value[1]		
Lot Type	Units/ Sq. Ft.	Per Unit	Total	Per Unit	Total	Non-Project Costs
Retail #1	10,700	$ 163	$ 1,742,400	$ 550	$ 5,885,000	$ 4,142,600
Retail #2	14,000	$ 124	$ 1,731,510	$ 550	$ 7,700,000	$ 5,968,490
Retail #3	15,000	$ 118	$ 1,775,070	$ 550	$ 8,250,000	$ 6,474,930
Retail #4	12,000	$ 146	$ 1,753,290	$ 550	$ 6,600,000	$ 4,846,710
Retail #5	12,000	$ 143	$ 1,720,620	$ 550	$ 6,600,000	$ 4,879,380
Mixed Use #1	100,000	$ 30	$ 2,994,750	$ 505	$ 50,500,000	$ 47,505,250
Mixed Use #2	100,000	$ 34	$ 3,354,120	$ 505	$ 50,500,000	$ 47,145,880
Mixed Use #3	120,000	$ 23	$ 2,761,704	$ 505	$ 60,600,000	$ 57,838,296
Medical/Office #1	115,000	$ 28	$ 3,206,016	$ 618	$ 71,070,000	$ 67,863,984
Medical/Office #2	76,000	$ 20	$ 1,533,312	$ 618	$ 46,968,000	$ 45,434,688
Multi-Family	750,000	$ 29	$ 21,640,608	$ 490	$ 367,500,000	$ 345,859,392
Hotel	167,300	$ 16	$ 2,735,568	$ 451	$ 75,500,000	$ 72,764,432
Total						**$ 710,724,032**

Footnotes:

[1]Values based on Developer's model dated 11/16/2023.

[2] It is anticipated that the Final Plan shall be amended in the future to identify additional Non-Project Costs within the Zone.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number One, City of Friendswood, Texas
Project Costs

Item		Cost
City Center PID Projects[1]		
Site Preparation	$	235,000
Clearing, Grubbing & Demolition	$	876,660
Earthwork, Paving & Grading	$	13,931,727
Water Distribution System	$	993,312
Detention	$	6,880,375
Sanitary Sewer System	$	1,227,454
Sanitary Lift Station	$	1,330,700
Blackhawk Road Improvements	$	3,050,000
Townes Road Improvements	$	550,000
Bay Area Blvd Improvements	$	150,000
Street Lights	$	600,000
Right of Way	$	2,463,600
Park Improvements	$	4,629,208
Contingency	$	5,067,963
Soft Costs	$	1,852,195
Interest & Financing Costs	$	16,020,820
Subtotal	**$**	**43,838,194**
City Center Non-PID Projects		
Fire Station[2]	$	8,300,000
Storm Drainage System[3]	$	-
Road Improvements	$	520,684
Subtotal	**$**	**8,820,684**
Administrative Costs	**$**	**405,681**
Total Project Costs	**$**	**53,064,559**

Footnotes:

[1] As identified in the City Center PID SAP, based on Engineer's Opinion of Probable Cost prepared by Ward, Getz and Associates, PLLC in November 2023.

[2] Partial funding may be provided by the City Center PID.

[3] Funded by previously issued bonds of the City.

[4] It is anticipated that the Final Plan shall be amended in the future to identify additional Project Costs.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone Number One, City of Friendswood, Texas
Timeline to Incur Project Costs

Zone Year	Calendar Year	Total Project Costs[1,2]	
		Annual	Cumulative
Base	2023		0
1	2024	$ -	-
2	2025	$ -	-
3	2026	$ -	-
4	2027	$ 26,388,263	26,388,263
5	2028	$ 26,270,615	52,658,878
6	2029	$ -	52,658,878
Total		**$ 52,658,878**	

Footnotes:

[1] Estimate provided for illustrative purposes only.

[2] Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.

[3] It is anticipated that the Final Plan shall be amended in the future to identify additional development within the Zone.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number One, City of Friendswood, Texas
Feasibility Study

Zone Year	Tax Year	Growth/ Year[1]	Added Development Value[2]	New Taxable Value	Incremental Value	TIRZ Fund Contribution			City Retained New Revenue	
						%	Annual	Cumulative	Annual	Cumulative
Base	2023			$ 1,780,871						
1	2024	2.0%	$ -	$ 1,816,488	$ 35,617	70%	$ -	$ -	$ -	$ -
2	2025	2.0%	$ -	$ 1,852,818	$ 71,947	70%	$ 125	$ 125	$ 54	$ 54
3	2026	2.0%	$ 382,944,734	$ 384,834,609	$ 383,053,738	70%	$ 252	$ 377	$ 108	$ 162
4	2027	2.0%	$ 381,237,444	$ 773,768,744	$ 771,987,873	70%	$ 1,342,640	$ 1,343,017	$ 575,417	$ 575,579
5	2028	2.0%	$ -	$ 789,244,119	$ 787,463,248	70%	$ 2,705,892	$ 4,048,909	$ 1,159,668	$ 1,735,247
6	2029	2.0%	$ -	$ 805,029,002	$ 803,248,131	70%	$ 2,760,134	$ 6,809,043	$ 1,182,915	$ 2,918,161
7	2030	2.0%	$ -	$ 821,129,582	$ 819,348,711	70%	$ 2,815,462	$ 9,624,505	$ 1,206,626	$ 4,124,788
8	2031	2.0%	$ -	$ 837,552,173	$ 835,771,302	70%	$ 2,871,896	$ 12,496,401	$ 1,230,813	$ 5,355,600
9	2032	0%	$ -	$ 837,552,173	$ 835,771,302	70%	$ 2,929,459	$ 15,425,859	$ 1,255,482	$ 6,611,083
10	2033	0%	$ -	$ 837,552,173	$ 835,771,302	70%	$ 2,929,459	$ 18,355,318	$ 1,255,482	$ 7,866,565
11	2034	2.0%	$ -	$ 854,303,217	$ 852,522,346	70%	$ 2,929,459	$ 21,284,777	$ 1,255,482	$ 9,122,047
12	2035	2.0%	$ -	$ 871,389,281	$ 869,608,410	70%	$ 2,988,173	$ 24,272,949	$ 1,280,645	$ 10,402,693
13	2036	2.0%	$ -	$ 888,817,067	$ 887,036,196	70%	$ 3,048,061	$ 27,321,010	$ 1,306,312	$ 11,709,004
14	2037	2.0%	$ -	$ 906,593,408	$ 904,812,537	70%	$ 3,109,147	$ 30,430,157	$ 1,332,492	$ 13,041,496
15	2038	2.0%	$ -	$ 924,725,276	$ 922,944,405	70%	$ 3,171,455	$ 33,601,612	$ 1,359,195	$ 14,400,691
16	2039	2.0%	$ -	$ 943,219,782	$ 941,438,911	70%	$ 3,235,009	$ 36,836,621	$ 1,386,432	$ 15,787,123
17	2040	2.0%	$ -	$ 962,084,177	$ 960,303,306	70%	$ 3,299,834	$ 40,136,455	$ 1,414,214	$ 17,201,338
18	2041	2.0%	$ -	$ 981,325,861	$ 979,544,990	70%	$ 3,365,955	$ 43,502,410	$ 1,442,552	$ 18,643,890
19	2042	0%	$ -	$ 981,325,861	$ 979,544,990	70%	$ 3,433,399	$ 46,935,809	$ 1,471,457	$ 20,115,347
20	2043	0%	$ -	$ 981,325,861	$ 979,544,990	70%	$ 3,433,399	$ 50,369,208	$ 1,471,457	$ 21,586,804
21	2044	2.0%	$ -	$ 1,000,952,378	$ 999,171,507	70%	$ 3,433,399	$ 53,802,608	$ 1,471,457	$ 23,058,260
22	2045	2.0%	$ -	$ 1,020,971,426	$ 1,019,190,555	70%	$ 3,502,192	$ 57,304,800	$ 1,500,939	$ 24,559,200
23	2046	2.0%	$ -	$ 1,041,390,854	$ 1,039,609,983	70%	$ 3,572,361	$ 60,877,160	$ 1,531,012	$ 26,090,212
24	2047	2.0%	$ -	$ 1,062,218,671	$ 1,060,437,800	70%	$ 3,643,933	$ 64,521,093	$ 1,561,685	$ 27,651,897
25	2048	2.0%	$ -	$ 1,083,463,045	$ 1,081,682,174	70%	$ 3,716,936	$ 68,238,029	$ 1,592,973	$ 29,244,870
26	2049	2.0%	$ -	$ 1,105,132,306	$ 1,103,351,435	70%	$ 3,791,400	$ 72,029,429	$ 1,624,886	$ 30,869,755
27	2050	2.0%	$ -	$ 1,127,234,952	$ 1,125,454,081	70%	$ 3,867,353	$ 75,896,782	$ 1,657,437	$ 32,527,192
28	2051	2.0%	$ -	$ 1,149,779,651	$ 1,147,998,780	70%	$ 3,944,825	$ 79,841,607	$ 1,690,639	$ 34,217,831
29	2052	0%	$ -	$ 1,149,779,651	$ 1,147,998,780	70%	$ 4,023,846	$ 83,865,453	$ 1,724,505	$ 35,942,337
30	2053	0%	$ -	$ 1,149,779,651	$ 1,147,998,780	70%	$ 4,023,846	$ 87,889,298	$ 1,724,505	$ 37,666,842
Total			**$ 764,182,178**				**87,889,298**		**37,666,842**	

Assumptions	
Base Taxable Value[3]	$1,780,871
City AV Rate	0.5007

Footnotes

[1] Values increased at 2% annually, with two years of no growth each decade to simulate an economic downturn.

[2] Based on project development data as provided by the Developer's model dated 11/16/2023.

[3] It is anticipated that the Final Plan shall be amended in the future to identify additional development within the Zone.

EXHIBIT F – LEGAL DESCRIPTION OF THE ZONE

boundary one
professional surveyors

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 124.612 acres (5,428,103 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being all of a called 106.472 acre tract of land conveyed to Madison Development Corp., LLC as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. RP-2023-65754; being all of a called 10.0000 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598262; being out of and a part of a called 28.9270 acre tract of land conveyed to Clear Creek Independent School District as described by deed recorded under H.C.C.F. No. P598260; being all of a called 1.2603 acre tract of land conveyed to City of Friendswood as described by deed recorded under H.C.C.F. No. 20120071426; being out of and a part of Townes Road (80' right-of-way (R.O.W.)); being out of and a part of Blackhawk Boulevard (100' R.O.W.); being out of and a part of F.M. 528 (120' R.O.W.); being out of and a part of West Bay Area Boulevard (100' R.O.W.); being out of and a part of Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.); said 124.612 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly R.O.W. line of F.M. 528 and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 08°51'00" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Townes Road;

THENCE, North 36°33'39" East, along said cutback line, a distance of 21.34 feet to the northerly end of said cutback line at the curved westerly R.O.W. line of said Townes Road;

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T.B.P.L.S. Firm No. 10084800

THENCE, Northerly, an arc distance of 120.00 feet along said westerly R.O.W. line and a curve to the left, having a radius of 543.00 feet, a central angle of 12°39'44", and a chord which bears North 15°12'40" West, 119.76 feet to an angle point;

THENCE, North 68°27'28" East, over and across said Townes Road, a distance of 80.00 feet to the curved easterly R.O.W. line of Townes Road;

THENCE, Southerly, an arc distance of 138.66 feet along said easterly R.O.W. line and a curve to the right, having a radius of 623.00 feet, a central angle of 12°45'09", and a chord which bears South 15°09'57" East, 138.38 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Townes Road;

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°51'00" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 1,131.34 feet to an angle point;

THENCE, North 08°47'23" West, over and across said F.M. 528, a distance of 120.00 feet to the southerly end of a cutback line at the northwest corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

THENCE, North 36°12'37" East, along said cutback line, a distance of 20.00 feet to the northerly end of said cutback line at the westerly R.O.W. line of said Blackhawk Boulevard;

THENCE, North 08°47'23" West, along said westerly R.O.W. line, a distance of 180.00 feet to an angle point;

THENCE, North 81°12'37" East, over and across said Blackhawk Boulevard, a distance of 100.00 feet to the easterly R.O.W. line of Blackhawk Boulevard;

THENCE, South 08°47'23" East, along said easterly R.O.W. line, a distance of 180.00 feet to the northerly end of a cutback line at the northeast corner of the intersection of said F.M. 528 and Blackhawk Boulevard;

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T.B.P.L.S. Firm No. 10084800

THENCE, South 53°47'23" East, along said cutback line, a distance of 20.00 feet to the southerly end of said cutback line at the northerly R.O.W. line of said F.M. 528;

THENCE, South 08°47'23" East, over and across said F.M. 528, a distance of 120.00 feet to the southerly R.O.W. line of F.M. 528;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, a distance of 403.47 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of said 28.9270 acre tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line and along the common line of said 28.9270 acre tract and said 106.472 acre tract, a distance of 1,109.36 feet to an angle point;

THENCE, North 81°12'37" East, over and across said 28.9270 acre tract, a distance of 917.54 feet to an angle point;

THENCE, North 00°56'05" West, continuing over and across said 28.9270 acre tract, a distance of 18.06 feet to an angle point;

THENCE, North 08°47'24" West, continuing over and across said 28.9270 acre tract, a distance of 156.86 feet to an angle point;

THENCE, North 68°47'23" West, continuing over and across said 28.9270 acre tract, a distance of 30.04 feet to an angle point;

THENCE, North 46°12'37" East, continuing over and across said 28.9270 acre tract, a distance of 105.00 feet to the westerly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682;

THENCE, South 08°47'24" East, along said westerly R.O.W. line, a distance of 236.23 feet to an angle point;

THENCE, South 00°56'05" East, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 14°46'31" West, continuing along said westerly R.O.W. line, at 85.85 feet passing the easterly common corner of said 28.9270 acre tract and said 10.0000 acre tract, continuing in all for a total distance of 116.17 feet to an angle point;

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THENCE, South 30°29'10" West, continuing along said westerly R.O.W. line, a distance of 116.17 feet to an angle point;

THENCE, South 38°20'29" West, continuing along said northwesterly R.O.W. line, a distance of 568.63 feet to an angle point;

THENCE, South 58°42'02" East, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.71 feet to the most northerly corner of the aforesaid 1.2603 acre tract;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 308.78 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 70°03'17" East, along a northeasterly line of said 1.2603 acre tract, a distance of 101.98 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking an angle point;

THENCE, South 58°44'41" East, along a northeasterly line of said 1.2603 acre tract, a distance of 200.02 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found on the northwesterly R.O.W. line of said West Bay Area Boulevard (100 feet wide) and marking an angle point;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 30.00 feet to an angle point;

THENCE, South 67°47'08" East, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the southeasterly R.O.W. line of West Bay Area Boulevard;

THENCE, South 22°12'52" West, along said southeasterly R.O.W. line, a distance of 375.00 feet to an angle point;

THENCE, North 67°47'08" West, over and across said West Bay Area Boulevard, a distance of 100.00 feet to the northwesterly R.O.W. line of West Bay Area Boulevard;

THENCE, North 22°12'52" East, along said northwesterly R.O.W. line, a distance of 243.74 feet to a 5/8-inch iron rod with cap stamped "SUN SURVEYING" found marking the most southerly corner of said 1.2603 acre tract and for the most easterly corner of Lots 10 and 11, Block 1, AUTUMN CREEK SECTION NINE, a subdivision plat of record at Film Code No. 497014, H.C.M.R.;

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THENCE, North 58°44'41" West, departing said northwesterly R.O.W. line and along the common line of said 1.2603 acre tract and Lots 9 and 10, Block 1, AUTUMN CREEK SECTION NINE, a distance of 634.66 feet to a 3/4-inch iron rod found marking the most westerly corner of said 1.2603 acre tract;

THENCE, North 58°42'02" West, over and across said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), a distance of 190.70 feet to the southeast line of the aforesaid 10.0000 acre tract;

THENCE, South 38°20'29" West, along said southeast line and northwesterly R.O.W. line of said Harris County Flood Control District Unit No. A114-00-00 (190' R.O.W.), at 502.52 feet passing a 5/8-inch iron rod with cap stamped "RPLS 3974" found marking the southerly common corner of said 10.000 acre tract and said 106.472 acre tract, continuing in all for a total distance of 1,380.50 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

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South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

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North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

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T.B.P.L.S. Firm No. 10084800

boundary one
professional surveyors

METES AND BOUNDS DESCRIPTION
124.612 ACRES (5,428,103 SQ. FT.)
PAGE 7 OF 8

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 124.612 acres (5,428,103 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
Boundary One, L.L.C.
T.B.P.L.S Firm No. 10084800
150 W. Shadowbend, Suite 304
Friendswood, TX 77546
(281) 648-3131
www.boundaryone.com
November 2, 2023

STATE OF TEXAS
REGISTERED
CHRISTIAN OFFENBURGER
5489
PROFESSIONAL
LAND SURVEYOR

11-2-23

Mb124612.docx

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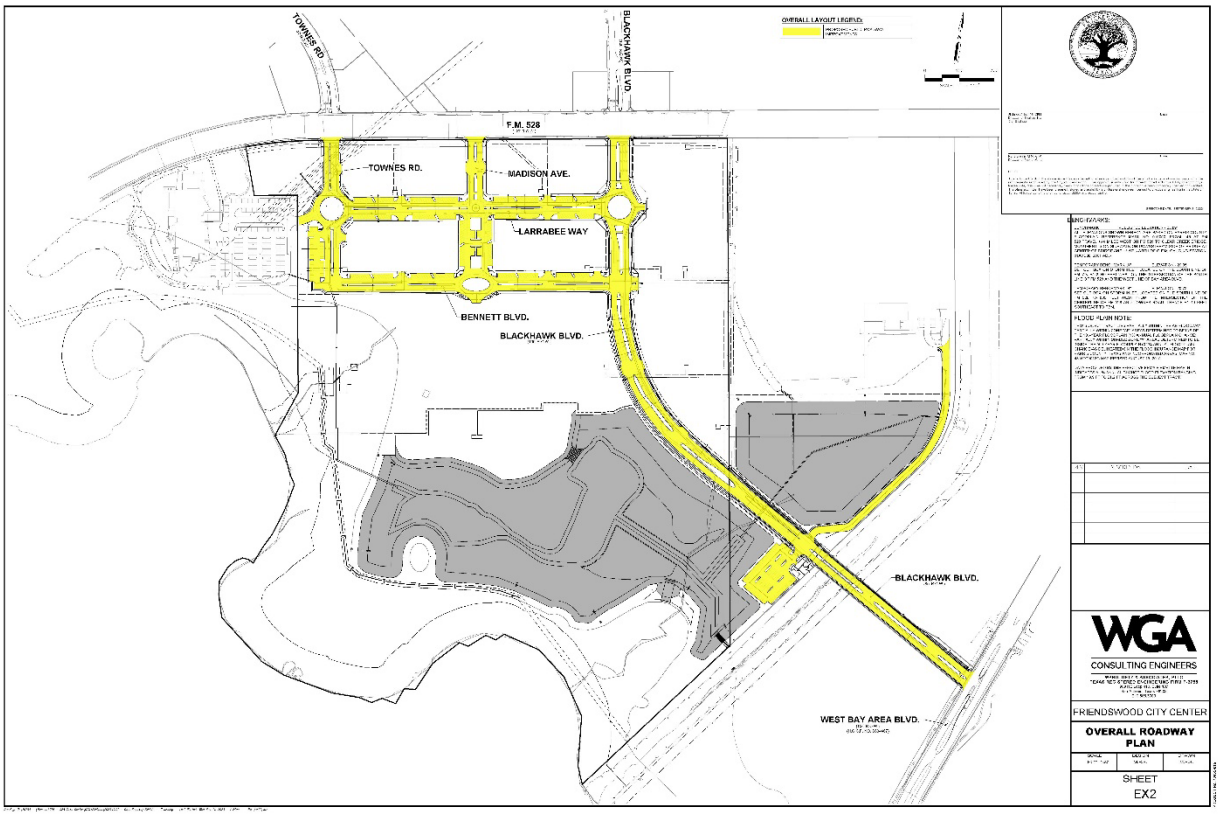
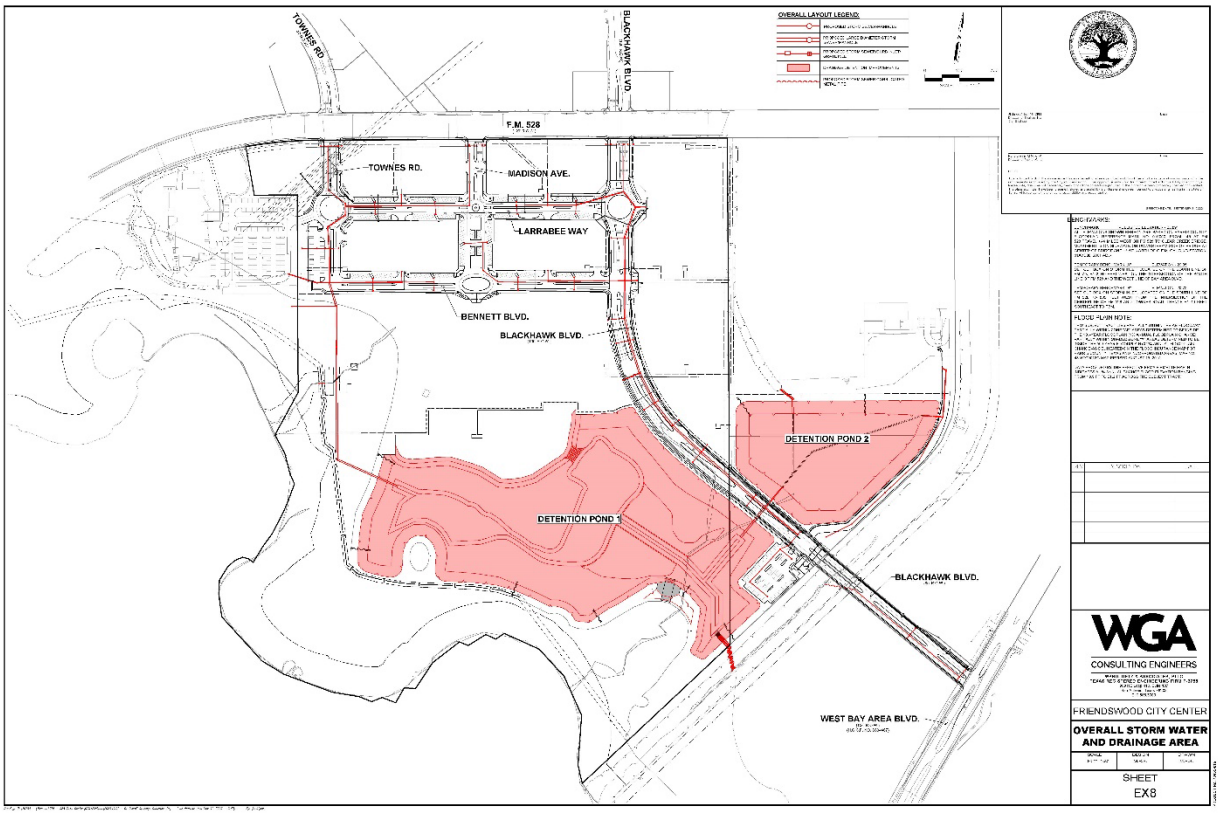
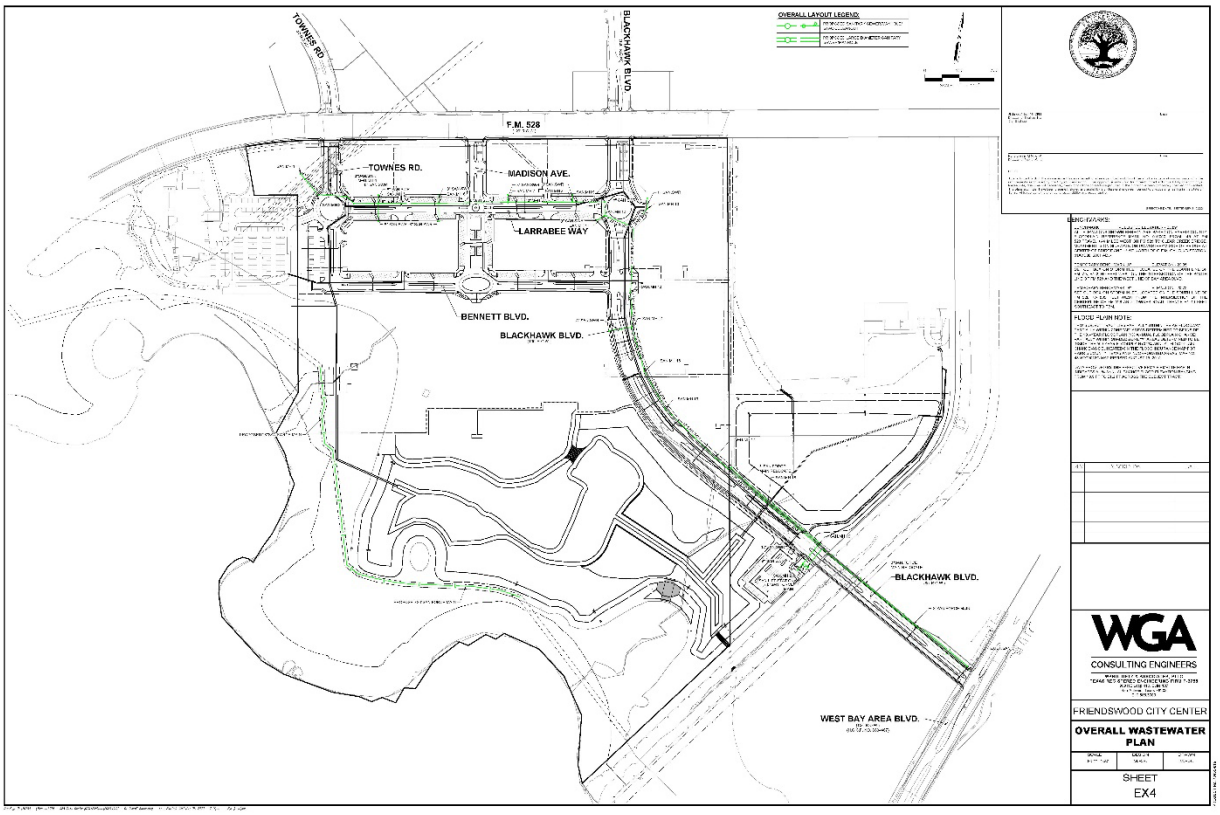
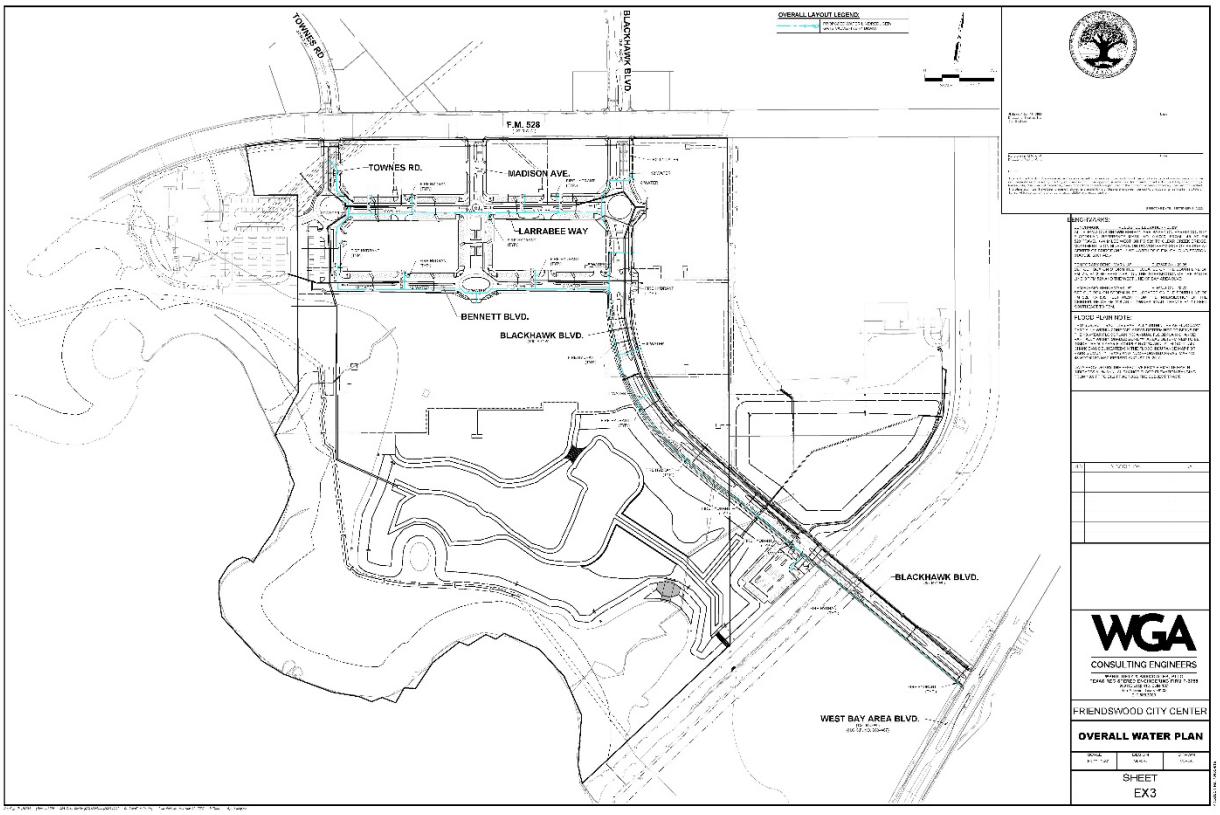
EXHIBIT G – PROPOSED USES OF THE PROPERTY

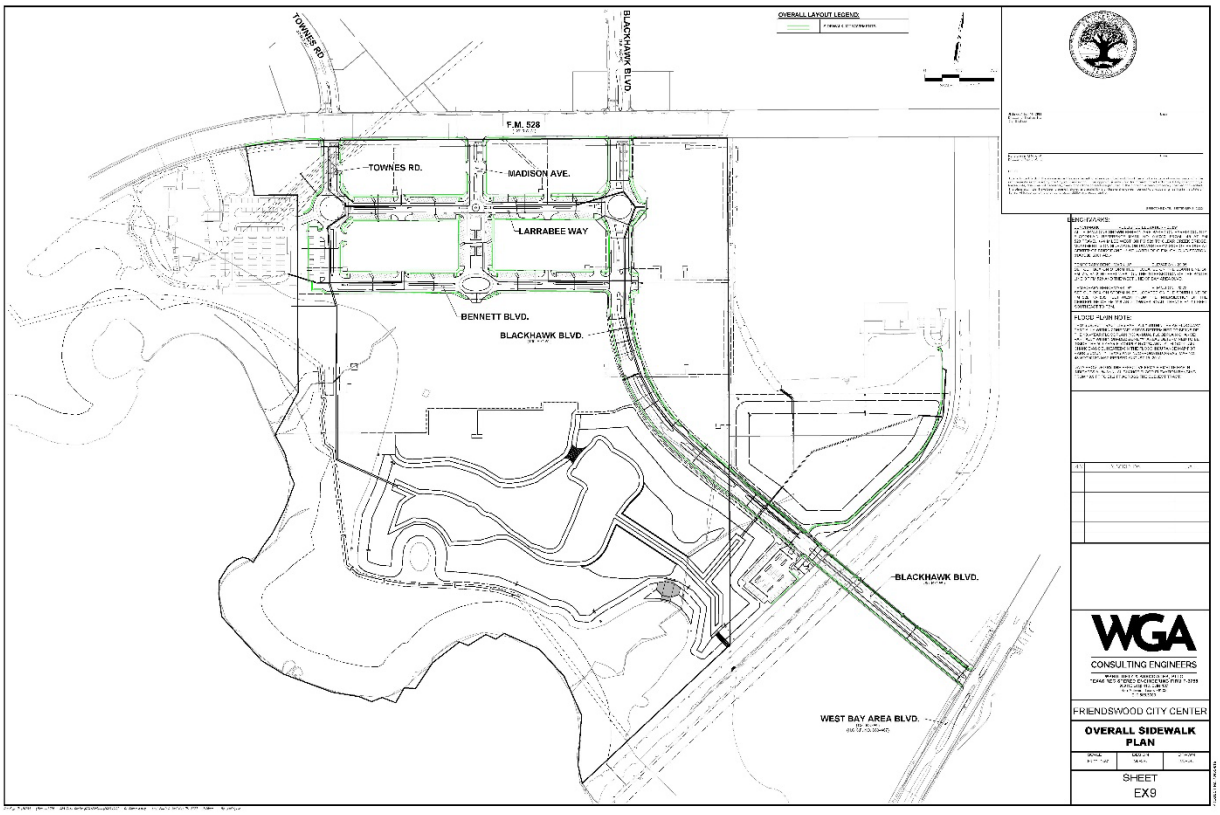
EXHIBIT H – MAP OF THE PUBLIC IMPROVEMENTS

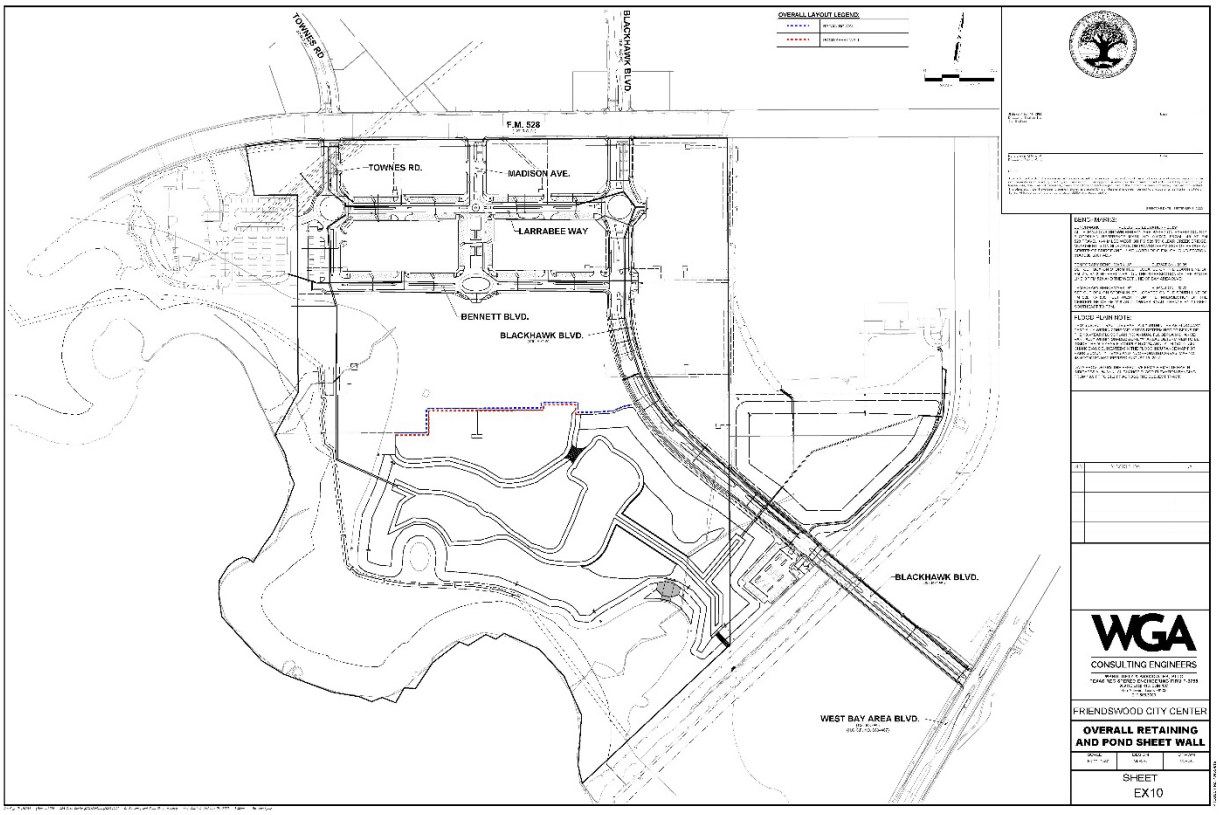


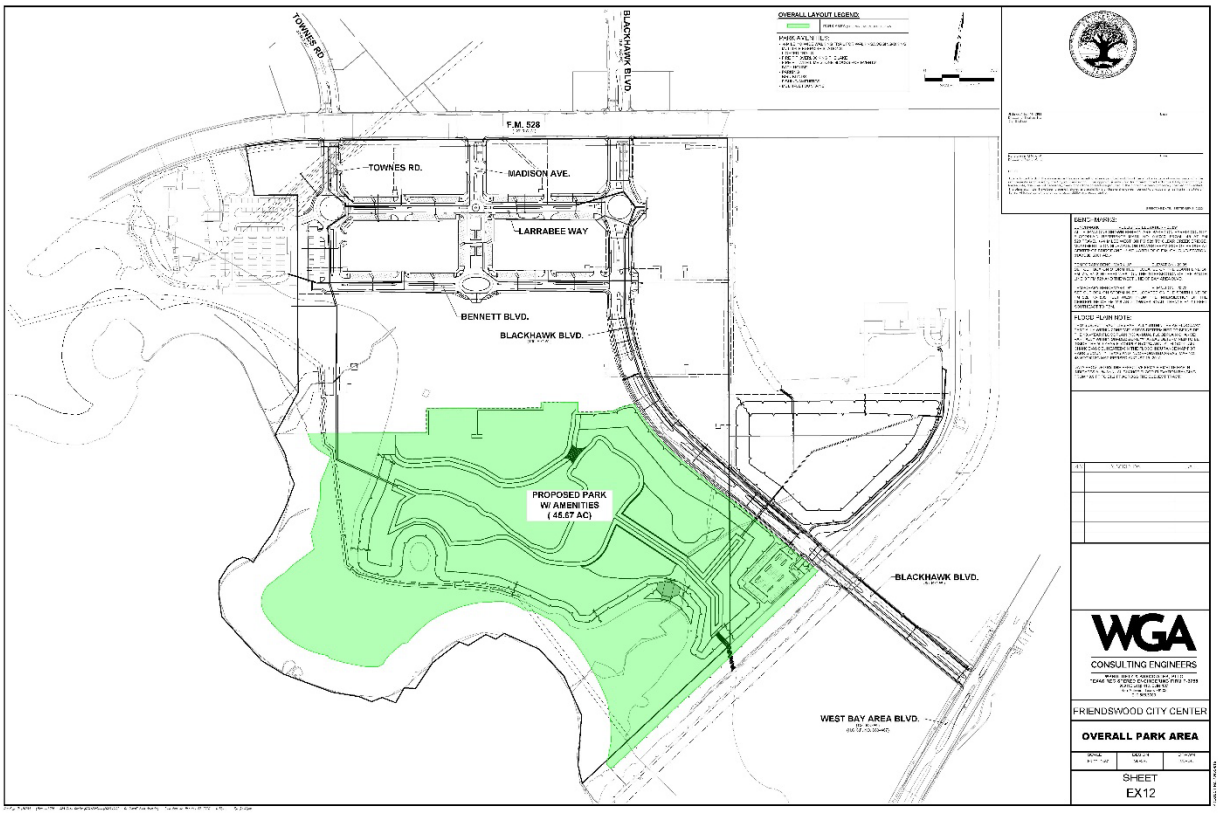

TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
DETENTION POND 2
DETENTION POND 1
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
OVERALL LAYOUT LEGEND:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL STORM WATER AND DRAINAGE AREA
SHEET
EX8

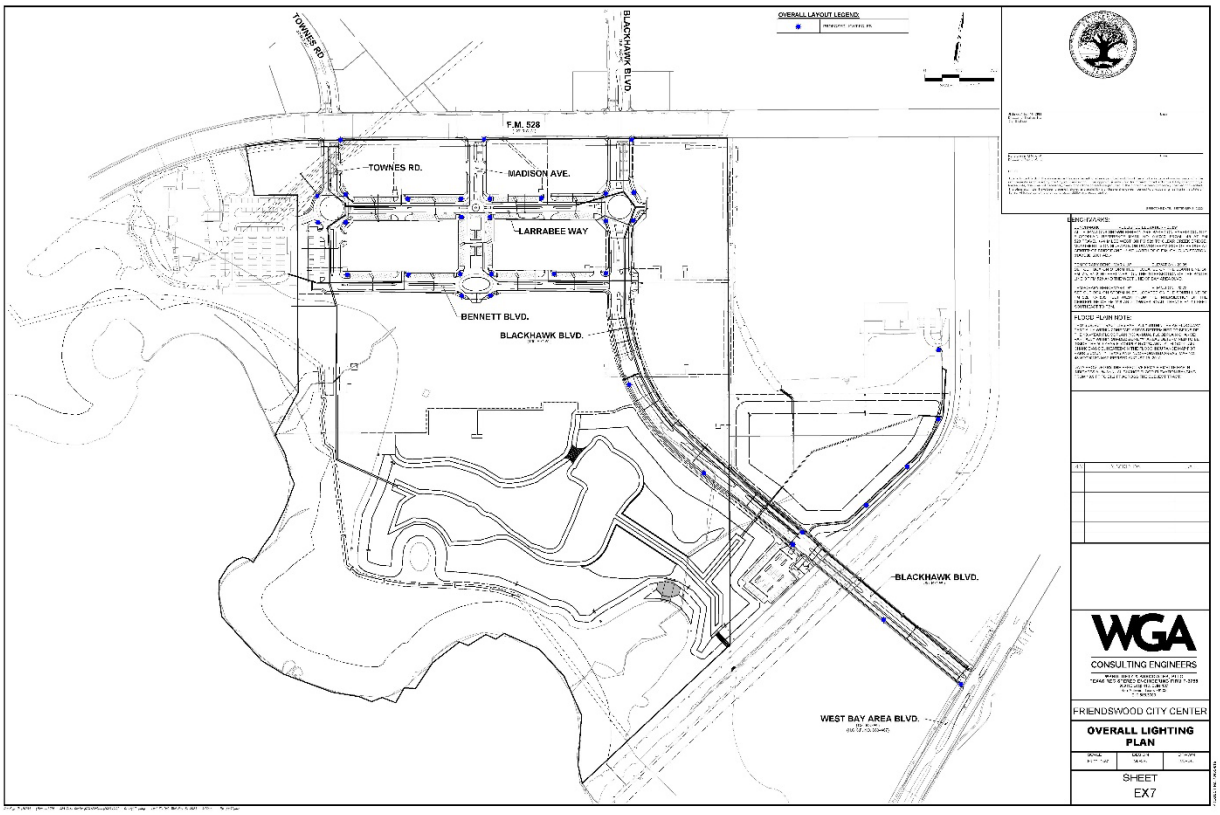

TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
OVERALL LAYOUT LEGEND:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL WASTEWATER PLAN
SHEET
EX4

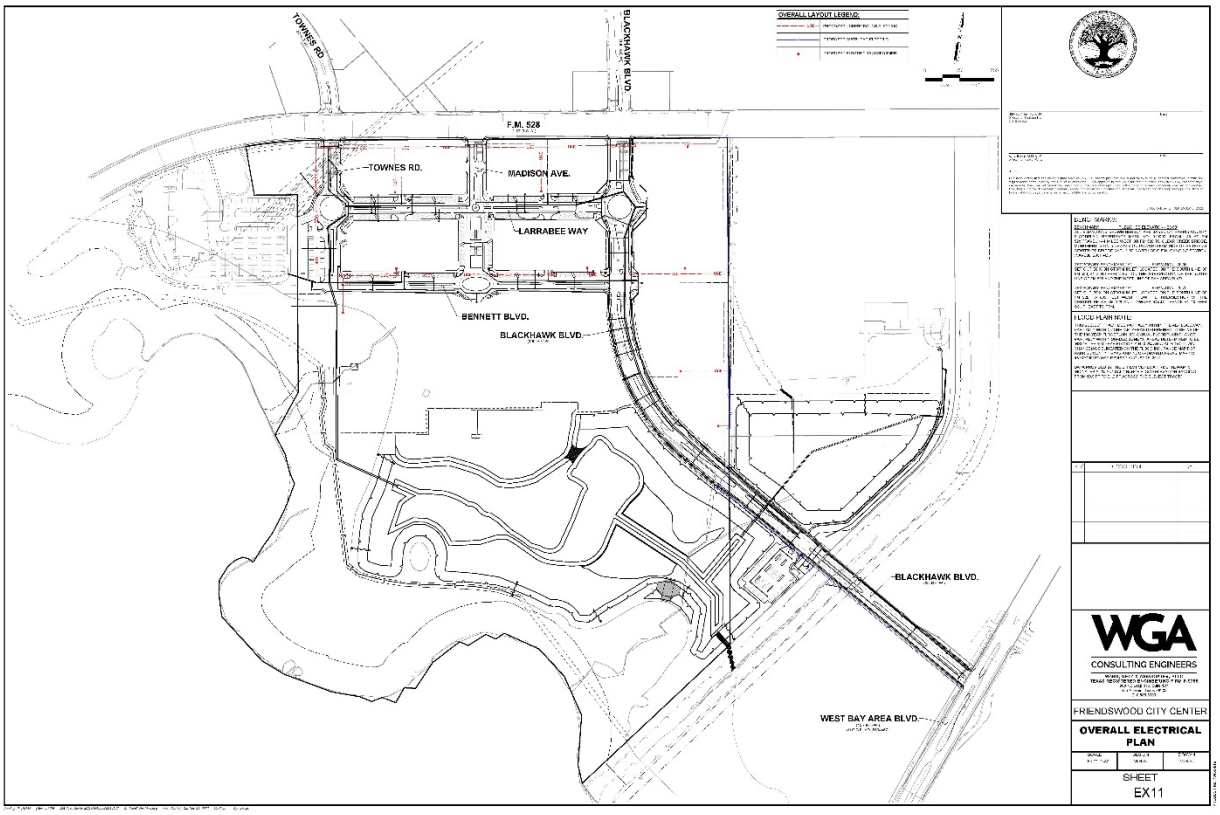

TOWNES RD.
BLACKHAWK BLVD.
OVERALL LAYOUT LEGEND:
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
FLOOD PLAIN NOTE:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL WATER PLAN
SHEET
EX3

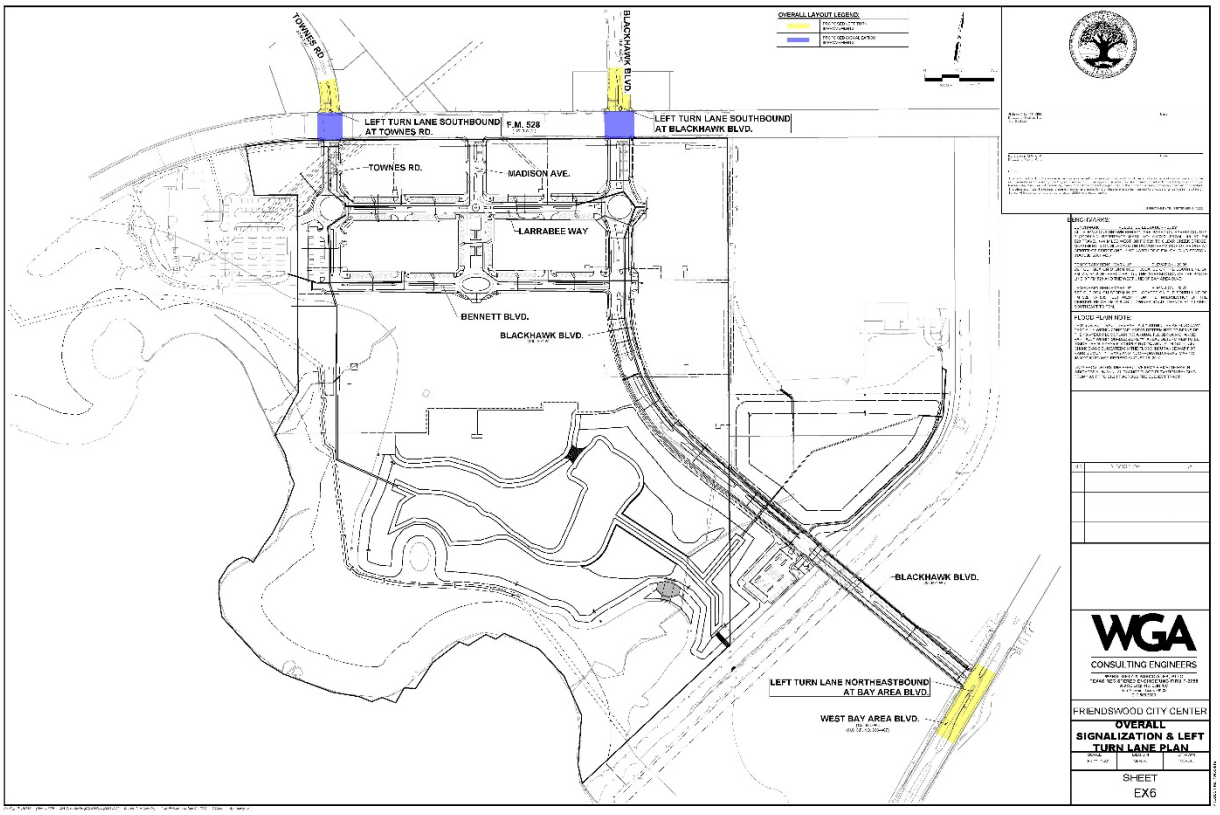

OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL SIDEWALK PLAN
SHEET
EX9

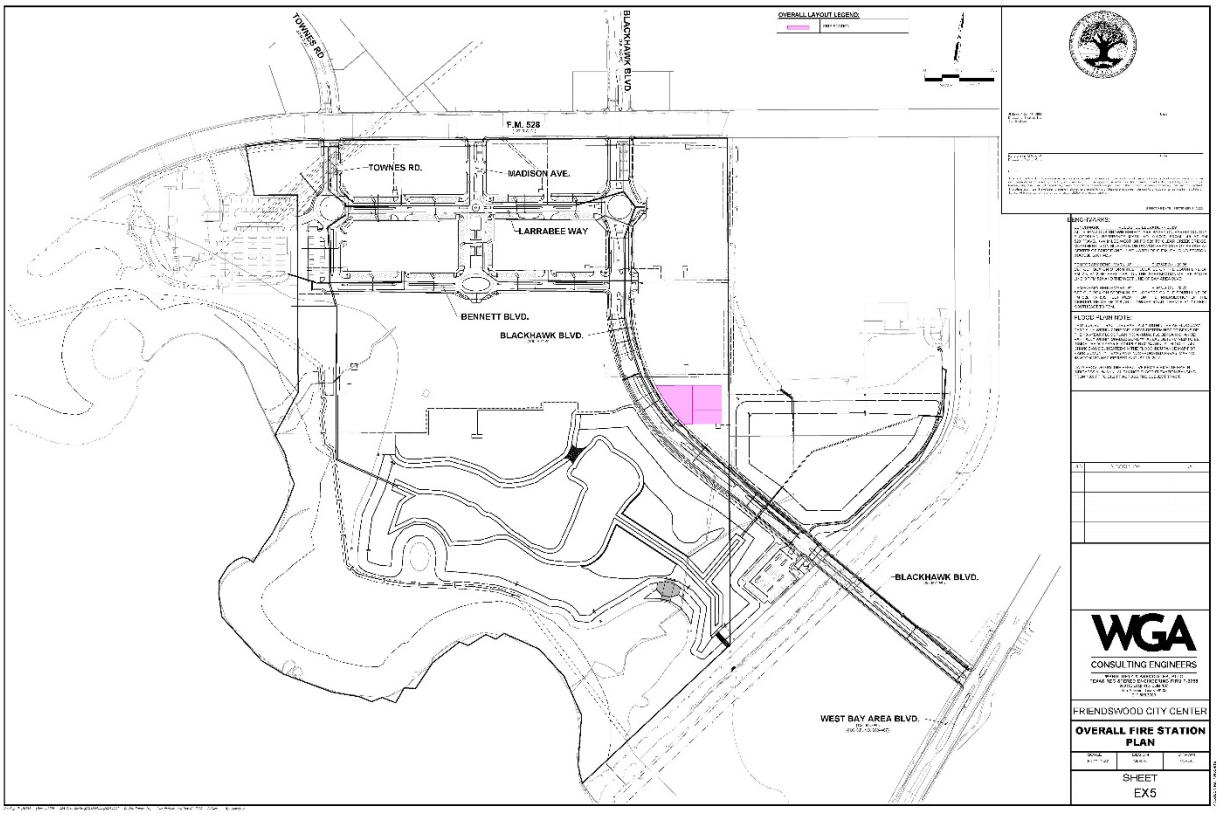

OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
GEN. NOTES:
FLOOD PLAIN NOTE:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL RETAINING AND POND SHEET WALL
SHEET
EX10


TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
PROPOSED PARK
W/ AMENITIES
(45.57 AC)
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
OVERALL LAYOUT LEGEND:
GEN. NOTES:
FLOOD PLAIN NOTE:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL PARK AREA
SHEET
EX12


OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL LIGHTING PLAN
SHEET
EX7


TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
OVERALL LAYOUT LEGEND:
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL ELECTRICAL PLAN
SHEET
EX11


TOWNES RD.
BLACKHAWK BLVD.
OVERALL LAYOUT LEGEND:
LEFT TURN LANE SOUTHBOUND AT TOWNES RD.
F.M. 528
LEFT TURN LANE SOUTHBOUND AT BLACKHAWK BLVD.
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
LEFT TURN LANE NORTHEASTBOUND AT BAY AREA BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL SIGNALIZATION & LEFT TURN LANE PLAN
SHEET
EX6


OVERALL LAYOUT LEGEND:
TOWNES RD.
BLACKHAWK BLVD.
F.M. 528
TOWNES RD.
MADISON AVE.
LARRABEE WAY
BENNETT BLVD.
BLACKHAWK BLVD.
BLACKHAWK BLVD.
WEST BAY AREA BLVD.
WGA
CONSULTING ENGINEERS
FRIENDSWOOD CITY CENTER
OVERALL FIRE STATION PLAN
SHEET
EX5

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/16/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Conduct a public hearing regarding a proposed zone classification change concerning property located at 901 S. Friendswood Drive and more particularly described as 0.54 acres being Lot One (1), of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353, of the Map Records of Galveston County, Texas, to change from Neighborhood Commercial (NC) to Downtown District (DD).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The owner of the tract is requesting to change the zoning of the property to Downtown District (DD) to take advantage of the development regulations and economic benefits of the Downtown District. The property is within the boundary and meets the requirements of the Future Land Use Map (FLUM). If approved, future development will be subject to the Downtown District (DD) zoning regulations.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Ultimately, it is the goal for all of the properties within the Downtown District (DD) boundary to be zoned Downtown District (DD).

RECOMMENDATIONS

The Planning and Zoning Commission voted 5 to 0 at the regular meeting held on Thursday, November 16, 2023. See attached Final Report for full recommendation.

ATTACHMENTS

1. Rezoning Report
2. PZ Final Report 11-16-2023
3. Aerial Map
4. Future Land Use Map
5. Location Map
6. Zoning Map
7. Southern Breeze Final Plat

Rezoning Report

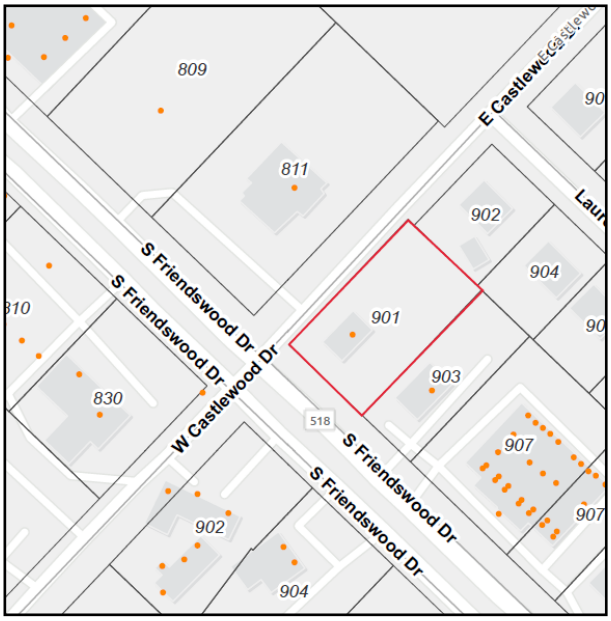
October 2023

Project: **Zone Change Request**

Address: **901 S Friendswood Drive**

Legal: **.54 acres being Lot One (1), of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353, of the Map Records of Galveston County, Texas**

Request: **Zone classification change from Neighborhood Commercial (NC) to Downtown District (DD)**



Applicable Zoning Ordinance Excerpts:

Appendix C - Zoning Ordinance
Section 7. Schedule of District Regulations

I. Downtown District (DD), general purpose and description. The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the Planning and Zoning Commission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.
    a. No residential use shall be allowed on the first floor.
2. See section 8 for supplementary district regulations.
3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.
4. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes:
The subject property is .54 acres of land located at the corner of S. Friendswood Drive and E. Castlewood Avenue. The house was placed on this property in 1960.

City of Friendswood GIS Aerial Map

Zoning History:
1970 – Original Zoning Map for Friendswood identified the property as C-1 Retail Business District, which was later interpreted to be Community Shopping Center (CSC).

1988 - Ordinance 88-3 changed the zoning from Community Shopping Center (CSC) to Neighborhood Commercial (NC).

City of Friendswood Zoning Map

Adjacent Zoning/Land Use:
The property fronts FM 518, also known as S. Friendswood Drive and E Castlewood Ave. The adjacent property is zoned Neighborhood Commercial (NC) and the property to the rear is zoned Single Family Residential (SFR).

Platting Analysis:
The property is platted as Southern Breeze Subdivision.

Planning Analysis:
The subject property is located within the Downtown District Boundary. It is the goal to eventually get all properties within the boundary zoned Downtown District (DD).

Comprehensive Planning Analysis:
The Future Land Use Map (2021) identifies this property developing as Mixed Use, which includes the Downtown District (DD) zoning category.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:
The property may be eligible for regional detention, if any structures or impervious cover were to be added in the future.

Utilities:
City water and sewer services are available.

Access:
The property currently has access on FM 518 and E. Castlewood Ave. Any additional driveways and driveway improvements along FM 518 would need to be approved by the Texas Department of Transportation (TXDOT). Shared driveway access with the adjacent commercial development would be optimal.

Park/Open Space:
Park Dedication Fees are not applicable for commercial development.

Planning & Zoning Commission

Final Report

To: Mayor and City Council

From: Thomas Hinckley, Planning & Zoning Commission Chairman

Aubrey Harbin, Director of Community Development/Planner

Date: November 16, 2023

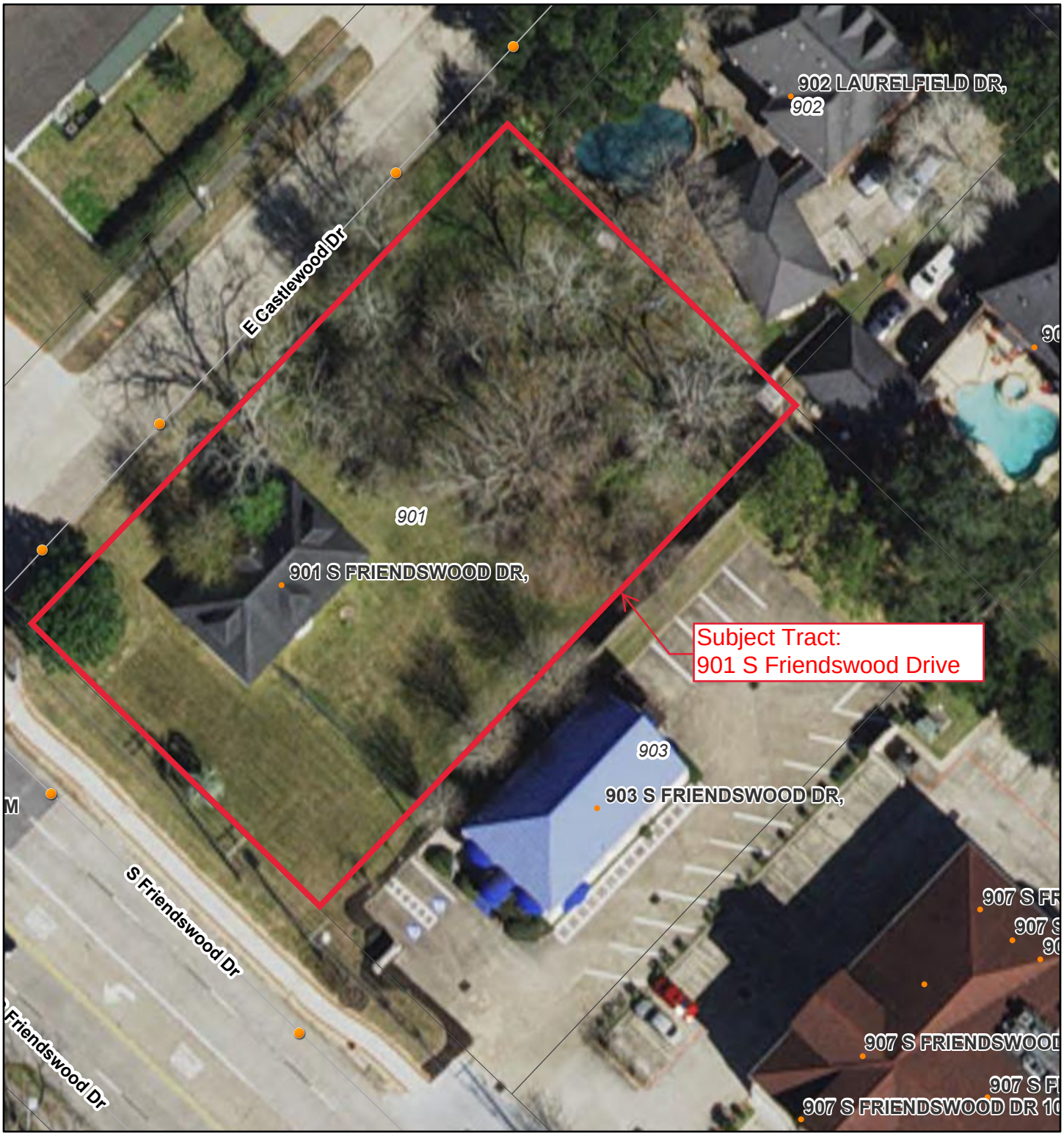
Re: Zone change request for 901 S Friendswood Drive
Neighborhood Commercial (NC) to Downtown District (DD)

At the Planning and Zoning Commission meeting held November 16, 2023, following the public hearing the Planning and Zoning Commission voted 5-0 (Commissioners Koerner and Bounds were absent) on a motion to approve the requested zone change.

The subject property is located within the Downtown District Boundary. It is the goal to eventually get all properties within the boundary zoned Downtown District (DD).

No public comments either in favor or in opposition of the zone change were received. The Commission is forwarding a positive recommendation.

Aerial Map



10/4/2023, 10:17:52 AM

City Limit

Address Points

Streets

Parcels

1:564

0 0 0.01 0.02 mi

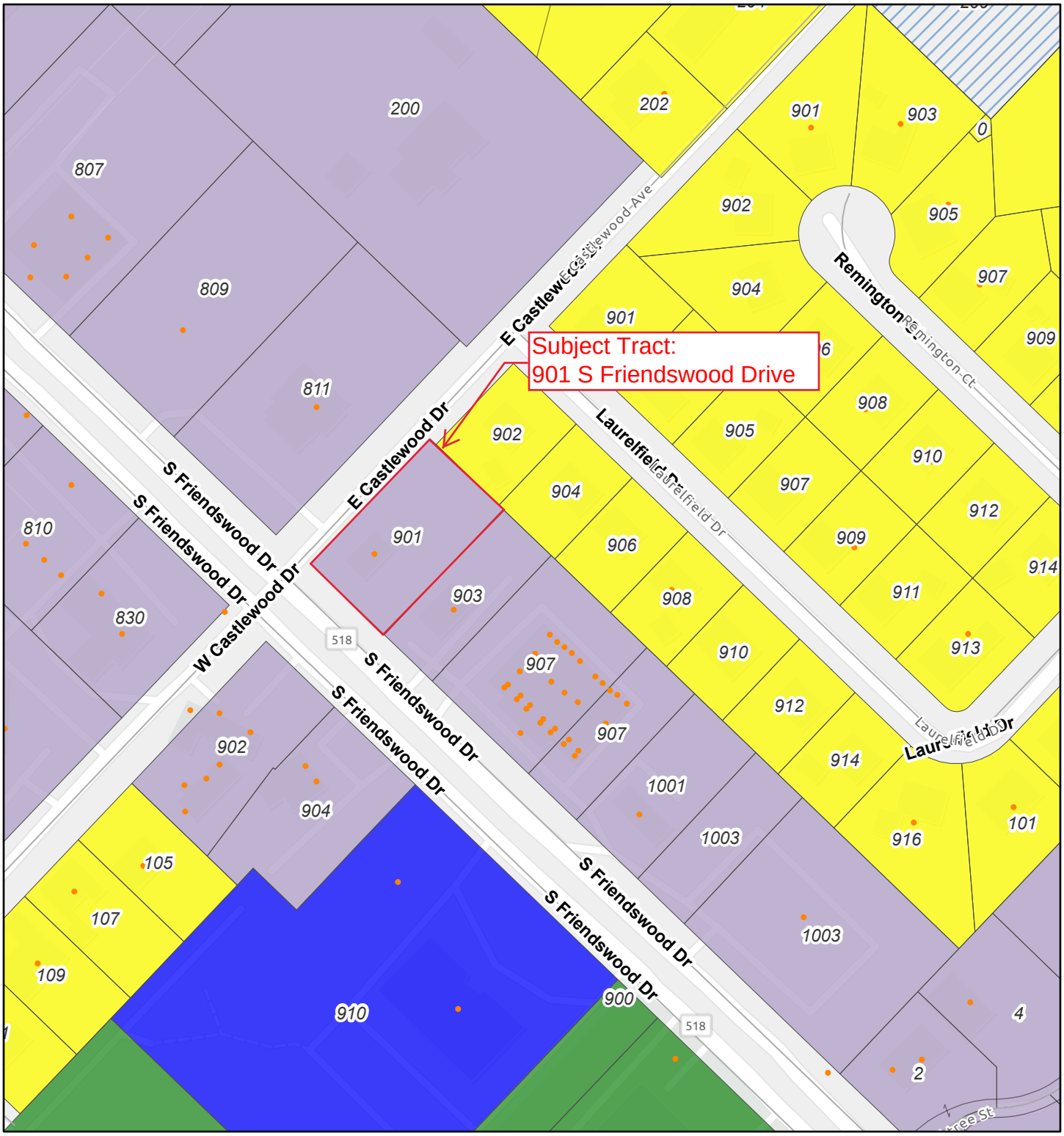
0 0.01 0.01 0.02 km

Houston- Galvesotn Area Council

City of Friendswood Staff

Houston- Galvesotn Area Council | Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin

Future Land Use Map



10/4/2023, 10:22:17 AM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

City Limit

Address Points

Streets

Galveston County - Lot Lines

Parcels

Future Land Use Adopted 2021

Low Density

Mixed Use

Parks

Public and Semi-Public

Buyout Lots

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City of Friendswood Staff

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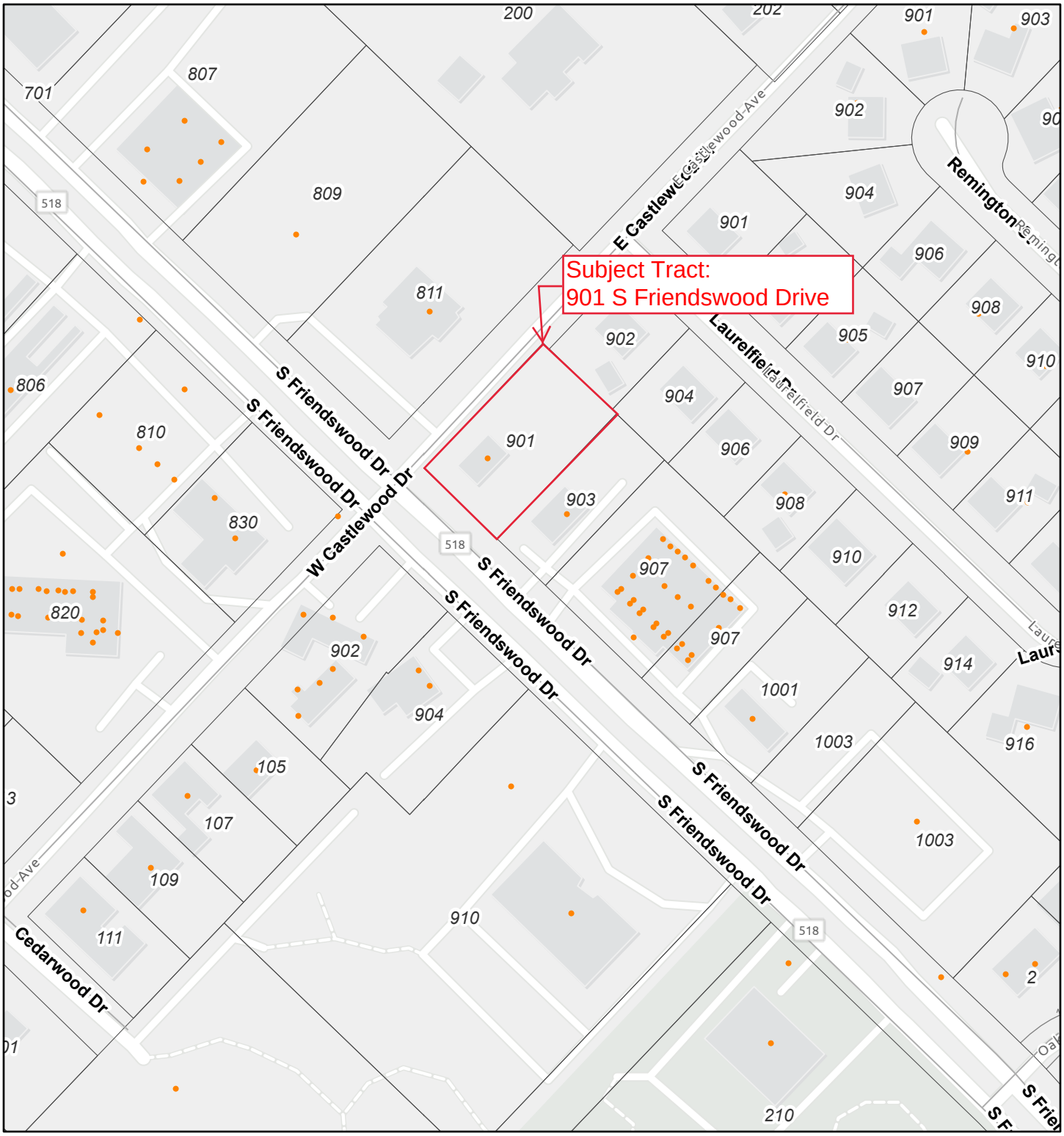
Location Map



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City Limits

Address Points

Streets

Galveston County - Lot Lines

Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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City of Friendswood Staff

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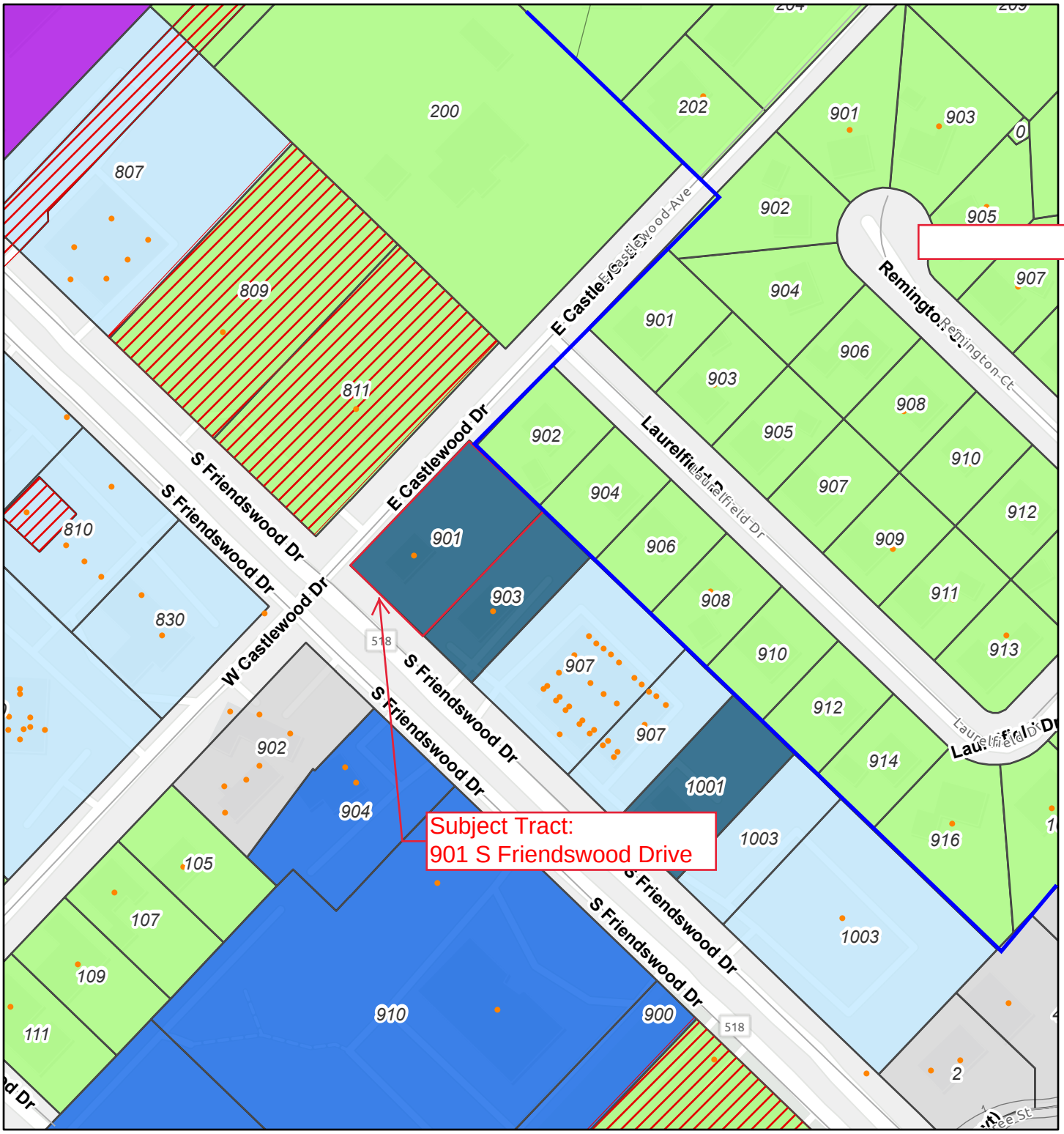
Current Zoning Map



10/4/2023, 10:19:08 AM

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

City Limit
Address Points
Streets
Galveston County - Lot Lines
Parcels
Specific Use Permits
Downtown District Boundary

Zoning by Parcel
CSC
DD
MFR-H
NC
OPD
SFR

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City of Friendswood Staff

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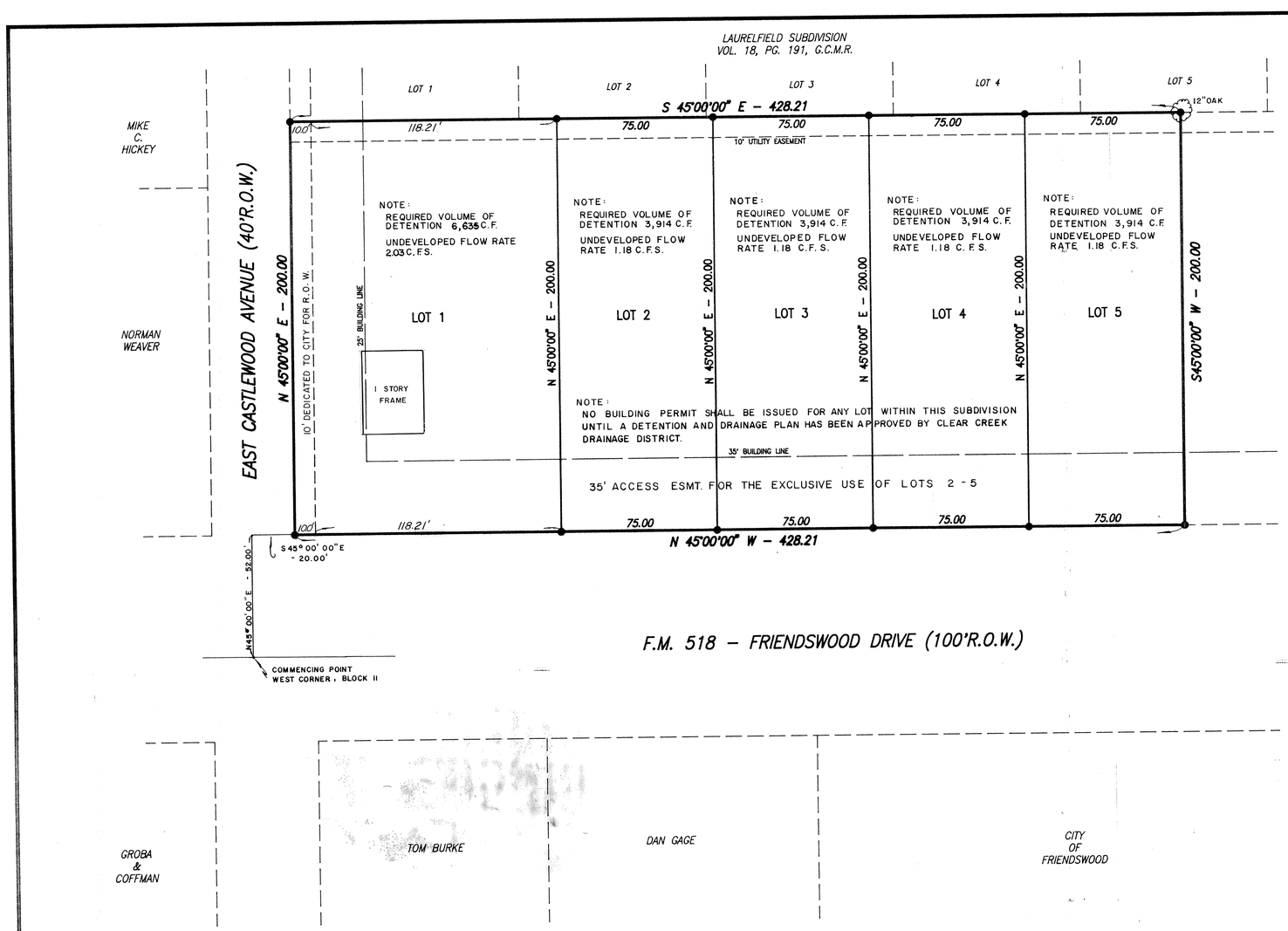
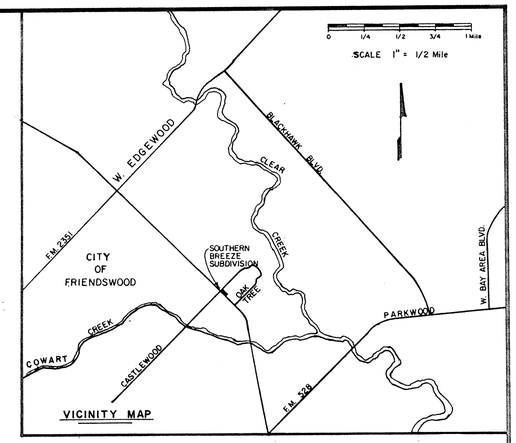
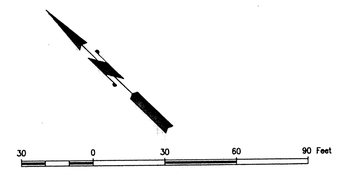






GRAPHIC SCALE: 1" = 30'
MAGNETIC NORTH

NOTES:

1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCECPT AS SHOWN.
2. THIS TRACT LIES IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468-0005 D, DATED JUNE 3, 1988. THIS SATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
3. STORAGE VOLUME SHOWN BASED ON 100 YEAR DESIGN STORM FOR COMMERCIAL DEVELOPMENT (90%)
4. THERE IS NO PHYSICAL EVIDENCE OF THE GAS UTILITIES SERVICE COMPANY EASEMENT FILED IN Vol. 2011, Pg. 38 GCDR AFFECTING THIS PROPERTY.
5. ONLY TWO DRIVEWAYS WILL BE ALLOWED TO ENTER F.M. 518 FROM LOTS 1- 5. LOCATION TO BE DETERMINED BY THE ORDER OF DEVELOPMENT OF THE LOTS. IN NO CASE SHALL DRIVEWAYS BE LOCATED ON ADJACENT LOTS.

THIS IS TO CERTIFY THAT THE PLANNINNG AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF SOUTHERN BREEZE.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND SCRETARY OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 6th DAY OF January, 1992.

Ruth Henry
RUTH HENRY
DEVELOPMENT COORDINATOR

Benny R. Baker
CHAIRMAN

RUTH P. HENRY
Notary Public, State of Texas
My Comm. Expires: Jan. 30, 1993

I, JAMES E. THOMPSON, CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLIES OR WILL COMPLY WITH ALL OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

James E. Thompson
JAMES E. THOMPSON
CITY ENGINEER

STATE OF TEXAS
COUNTY OF GALVESTON

I, MILDRED GLINES, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF SOUTHERN BREEZE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS SOUTHERN BREEZE, IN THE SARAH MCKISSICK LEAGUE, ABLTRACT NO. 151, FRIENDSWOOD, GALVESTON COUNTY, TEXAS: AND DEDICATE TO PUBLIC USE, AS SUCH THE EASEMENTS SHOWN THEREON FOREVER: AND DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN GALVESTON COUNTY, TEXAS THIS 4th DAY OF February

Mildred Glines
MILDRED GLINES
OWNER OF PROPERTY

THIS IS TO CERTIFY THAT, I C. L. DAVIS A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAS PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL LOT AND BLOCK CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE ARE PROPERLY MARKED WITH 5/8 INCH IRON RODS, 3 FEET LONG AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

C. L. DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4464

STATE OF TEXAS REGISTERED C. L. DAVIS 4464 PROFESSIONAL LAND SURVEYOR

I, JESSE G. KIRKENDALL, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUNENT WAS FILED FOR RECORD IN MY OFFICE ON _____, AT _____ O'CLOCK, ____M., AND DULY RECORDED ON _____, AT _____ O'CLOCK, ____M., IN PLAT RECORD _____ MAP NUMBER, GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

_____
JESSIE KIRKENDALL,
COUNTY CLERK GALVESTON
COUNTY, TEXAS

BY _____ DEPUTY

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, MILDRED GLINES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4th DAY OF February.

BARBARA KIRKPATRICK
Notary Public, State of Texas
Commission Expires 12-15-92

Barbara Kirkpatrick
NOTARY'S SIGNATURE

Barbara Kirkpatrick
NOTARY'S PRINTED NAME

12/15/92
MY COMMISSION EXPIRES:

CLEAR CREEK DRAINAGE DISTRICT APPROVALS:

SUPERVISOR — DATED 1/20/92

SUPERVISOR — DATED 1/20/92

CADD FILE: 11-162A.DWG

FINAL PLAT OF SOUTHERN BREEZE

BEING A 1.9661 ACRE TRACT OUT OF
LOT 3, BLOCK 11,
FRIENDSWOOD SUBDIVISION
(Vol. 254A, Pg. 18 GCMR)
FRIENDSWOOD, GALVESTON COUNTY, TEXAS
5 LOTS 1 BLOCK
JANUARY 1992

SURVEYOR
C. L. DAVIS & COMPANY
1506 E. BROADWAY, SUITE 103
PEARLAND, TEXAS 77581
(713) 482-9490

OWNER
MILDRED F. GLINES
P.O. BOX 87
FRIENDSWOOD, TEXAS 77546
(713) 482-7442

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/16/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance regarding a zone classification change concerning property located at 901 S. Friendswood Drive and more particularly described as a 0.54-acre tract of land being Lot One (1), of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353 of the Map Records of Galveston County, Texas, to change from Neighborhood Commercial (NC) to Downtown District (DD).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The owner of the tract is requesting to change the zoning of the property to Downtown District (DD) to take advantage of the development regulations and economic benefits of the Downtown District. The property is within the boundary and meets the requirements of the Future Land Use Map (FLUM). If approved, future development will be subject to the Downtown District (DD) zoning regulations.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Ultimately, it is the goal for all of the properties within the Downtown District (DD) boundary to be zoned Downtown District (DD).

RECOMMENDATIONS

The Planning and Zoning Commission voted 5 to 0 (Commissioners Koerner and Bounds were absent). See the P&Z Final Report for the full recommendation.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment for 901 S Friendswood Drive from NC to DD
2. Exhibit A - 901 S Friendswood Dr

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED AT 901 S. FRIENDSWOOD DRIVE, MORE PARTICULARLY DESCRIBED AS A 0.54-ACRE TRACT OF LAND BEING LOT ONE (1), OF SOUTHERN BREEZE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 18, PAGE 353 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, FROM NEIGHBORHOOD COMMERCIAL (NC) TO DOWNTOWN DISTRICT (DD); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

****

WHEREAS, Katie Chandler and Ben Chandler (collectively the "Owner") are the owners of the tract located at 901 S. Friendswood Drive, more particularly described as A 0.54-acre tract of land being Lot One (1), of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353, of the Map Records of Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property from Neighborhood Commercial (NC) to Downtown District (DD); and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission has filed with City Council, its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Neighborhood Commercial (NC) to Downtown District (DD). The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove.

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed $2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 8. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

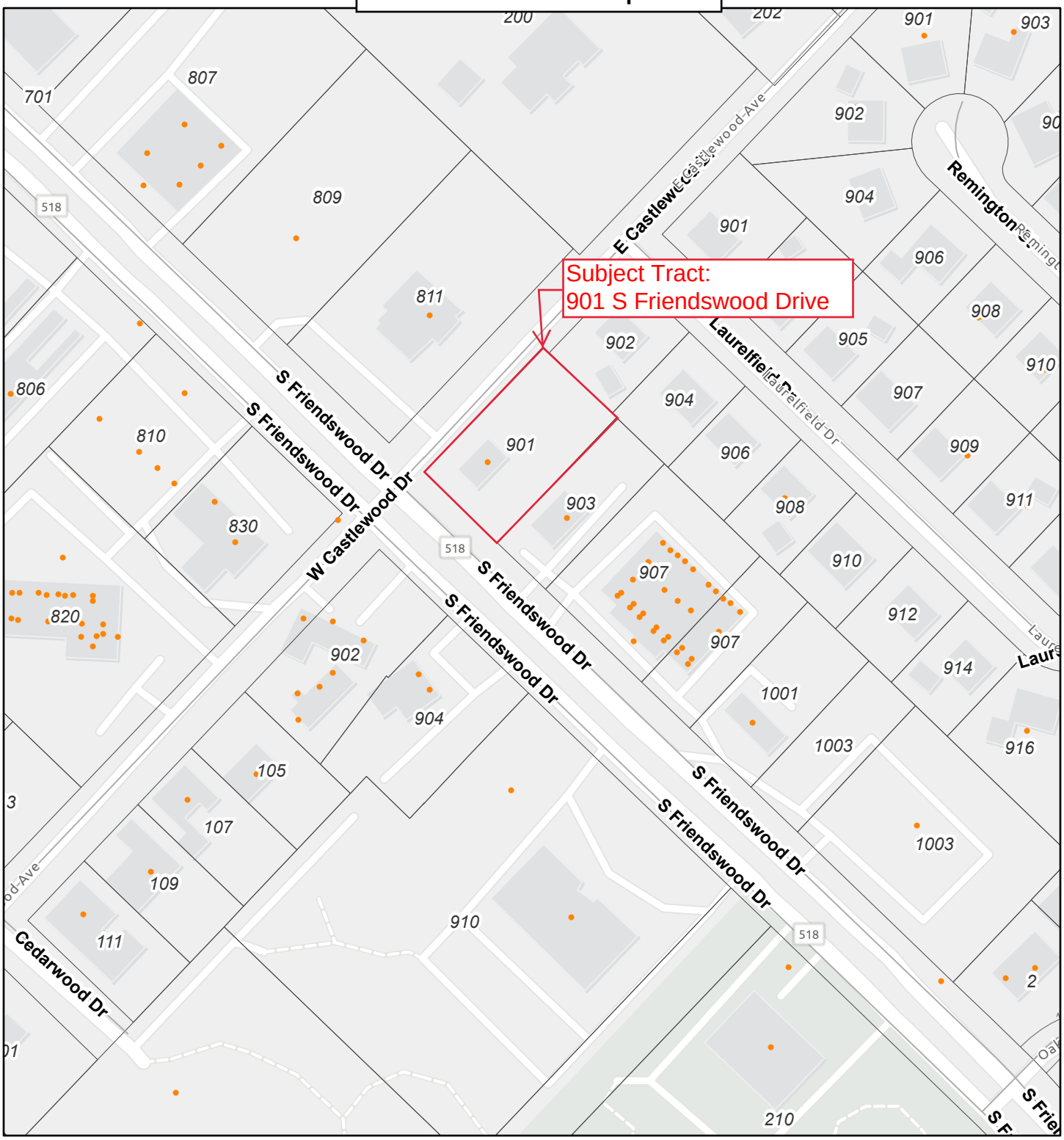
_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2023\12-04-2023\Ordinance - Zoning Map Amendment for 901 S Friendswood Drive from NC to DD.docx

Exhibit A
Location Map



10/4/2023, 10:12:45 AM

City Limits

Address Points

Streets

Galveston County - Lot Lines

Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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City of Friendswood Staff

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Conduct a public hearing regarding the reauthorization of building permit fees, which fees include those charged by the City of Friendswood as a condition to constructing, renovating or remodeling a structure and contained in Appendix D "Fees" of the Friendswood City Code.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This past legislative session, the Legislature passed H.B. 1922, which requires cities to reauthorize building permit fees every ten years. Such bill goes into effect on January 1, 2024. Pursuant to the bill, a building permit fee is abolished on the tenth anniversary after the date the fee is adopted or most recently reauthorized. Before a building permit fee is reauthorized by the City Council, a public hearing must be held. This public hearing satisfies this requirement.

Notice of this public hearing was published in the official newspaper of the City on November 22, 2023, and posted on the City's notice board and website on November 16, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Reauthorization of Fees

REAUTHORIZATION OF FEES

Description		
Administration		
(1) Zoning board of adjustment applications	$100.00	2-40
Animals		
. . .		
(b) *Permit Fees:*		10-198
(1) Kennel, less than ten dogs or cats	$10.00	
(2) Kennel, ten to 25 dogs or cats	$15.00	
(3) Kennel, more than 25 dogs or cats	$25.00	
(4) Pet shop/store	$25.00	
(5) Riding stable	$25.00	
(6) Auction place/facility	$25.00	
(7) Performing animal exhibition	$25.00	
(8) Zoological park	$25.00	
(9) Circus	$25.00	
(10) Grooming shop	$25.00	

. . .

Description	Amount	Code Section
Buildings and Building Regulations		
(1) *Building Permit Fees (Electrical):*		14-162
a. Permit issuance fee (non-refundable)	$30.00	
b. Meter loop, service and four outlets	$10.00	
c. Outlets	$0.35	
d. Lighting fixtures	$0.35	
e. Range receptacle	$1.00	
f. Clothes dryer	$1.00	
g. Water heater	$1.00	
h. Cooking tops	$1.00	
i. Ovens	$1.00	
j. Garbage disposals	$1.00	
k. Dishwashers	$1.00	
l. Electric heaters	$5.00	
m. Window air conditioning receptacle	$4.50	
n. Temporary saw pole	$10.00	
o. Temporary cut in	$15.00	
p. Reconnect	$20.00	
q. Motors:		

Description	Amount	Code Section
Up to but not including ½ hp	$0.50	
½ hp and less than 2 hp	$2.00	
2 hp and less than 10 hp	$3.00	
10 hp and less than 25 hp	$4.00	
25 hp and less than 100 hp	$8.00	
100 hp and over	$0.08/hp	
r. X-ray machines	$2.00	
s. Signs: Shop inspection, per kva	$2.00	
t. Incandescent and vacuum tube signs, per kva	$2.00	
u. Festoon lighting and streamers, per circuit	$0.50	
v. Swimming pools	$15.00	
w. Reinspection fees	$35.00	
x. Electric furnace	$5.00	
(2) *Building Permit Fees (Plumbing):*		14-252
a. Permit issuance fee (non-refundable)	$30.00	
b. Each fixture, floor drain or trap (including all piping)	$2.50	
c. Water connection/water meter installation	$5.00	
d. Sewer connection	$5.00	
e. Replacement or repair of sewer	$5.00	
f. Cesspool	$5.00	
g. Septic tank and seepage pit or drainfield	$10.00	
h. Water heater and/or vent	$2.50	
i. Installation, alteration or repair of water piping and/or water treating equipment	$5.00	
j. Repair or alteration of drainage or vent piping	$5.00	
k. Vacuum breakers or backflow protective devices (1 to 5)	$2.50	
l. Vacuum breakers or backflow protective devices (over 5, each)	$1.50	
m. Grease Trap	$10.00	
n. Annual Gas Test	$20.00	
o. Re-inspection fee	$35.00	

Description	Amount	Code Section
(3) *Building Permit Fees (Mechanical):*		14-275
a. Permit issuance fee (non-refundable)	$30.00	
b. New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
1. 5 tons or less (each unit or system)	$35.00	
2. More than 5 tons (per ton)	$10.00	
c. Repairs, alterations and additions to existing system (5 tons or less)	$25.00	
More than 5 tons (per ton)	$5.00	
d. Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	$5.00	
e. Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	$10.00	
f. Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	$15.00	
g. Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	$25.00	
h. Boilers over 3,300,000 Btu (98 BHp)	$35.00	
i. Temporary operation inspection fee	$5.00	
j. Reinspection fee	$5.00	
k. Commercial, industrial, institutional kitchen hood/vent system	$5.00	
(4) *Building Permit Fees (Gas):*		14-299
a. Permit issuance fee (non-refundable)	$30.00	
b. Gas piping:		
1. 1 to 4 outlets	$5.00	
2. Over 4 outlets, each	$1.00	
c. Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	$5.00	
Each additional unit	$1.00	
d. Vented wall furnace or water heater	$2.50	
Each additional unit	$1.00	
e. Re-inspection fee	$35.00	
(5) *Building Permit Fees:*		
a. Permit issuance fee (all non-trade permits) (non-refundable)	10.00	

Description	Amount	Code Section
Commercial (new structures, additions, alterations); Permanent Signs:		
b. For total valuation of $1,000.00 and less	$15.00	
c. For total valuation of $1,001.00 to $50,000.00, for first $1,000.00	$15.00	
Plus, for each additional $1,000.00 or fraction thereof, to and including $50,000.00	$5.00	
d. For total valuation of $50,001.00 to $100,000.00, for first $50,000.00	$260.00	
Plus, for each additional $1,000.00 or fraction thereof, to and including $100,000.00	$4.00	
e. For total valuation of $100,001.00 to $500,000.00, for the first $100,000.00	$460.00	
Plus, for each additional $1,000.00 or fraction thereof, to and including $500,000.00	$3.00	
f. For total valuation of $500,001.00 and up, for first $500,000.00	$1,660.00	
Plus, for each additional $1,000.00 or fraction thereof	$2.00	
g. Plan check fee (non-refundable)	Half of permit fee	
New Residential; Residential additions and alterations; swimming pool repairs:		
h. Habitable space (air conditioned)	.40 per square foot	
i. Garage/non-habitable space/Utility (non-air conditioned) - minimum $25.00 permit fee	.30 per square foot	
j. Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum $25.00 permit fee	.30 per square foot	
k. Plan check fee (non-refundable)	Half of permit fee	
Miscellaneous Residential Permits (no plan check fee):		
l. Foundation repair	$50.00	
m. Re-Roof	$50.00	
n. Fences, walls, driveways, paving	$75.00	
o. Siding repair/replacement	$50.00	
p. Window replacement	$125.00	

Description	Amount	Code Section
q. Solar panel installation	$125.00	
r. Swimming pools (in-ground)	$475.00	
s. Swimming pools (above-ground)	$125.00	
t. Irrigation	$75.00	
u. Generator	$150.00	
v. Moving of any building or structure (0 cubic feet and above)	$100.00	
w. Demolition of buildings or structures	$50.00	
x. Portable/temporary sign permit fee	$10.00	
General Permit Fee Policies:		
y. Work started without a permit shall be double permit fee.		
z. Permit fees based on square footage or value are rounded up to the nearest dollar.		
aa. Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance, shall be for the building permit fee only.		
ab. Resubmittal fee of plans for miscellaneous (l-x) permits.	½ of original permit fee	
(6) Construction Board of Adjustment Application	$300.00	
(7) After hours inspection (one-time fee for scheduled after hours inspection)	$100.00	

. . .

Description	Amount	Code Section
Environment — Chapter 26		
. . .		
(3) Application fee for well-drilling permit	$500.00	26-231
(4) Processing fee for well-drilling permit application	$100.00	26-236(c)

. . .

Description	Amount	Code Section
Floods — Chapter 34		
Development Permit - (in addition to building and sitework permit fees)		
(1) up to 5 acres	$150.00	34-22
(2) over 5 acres to 10 acres	$250.00	34-22

Description	Amount	Code Section
(3) over 10 acres	$500.00	34-22

. . .

Description	Amount	Code Section
Utilities—Chapter 86		
. . .		
(13) Earthwork Permit	$50.00	86-392
(14) Sitework Permit – Commercial/Multifamily	$500.00	86-412
(15) Sitework Permit – Single Family Residential	$250.00	86-412

. . .

Description	Amount	Code Section
Appendix B - Subdivisions		
(1) Master plan	$200.00	
(2) Preliminary plat	$1,000.00	
(3) Final plat, amending plat, replat, short form final plat	$500.00	
(4) Extension of plat approval	$100.00	
(5) Vacation of plat	$300.00	
(6) Infrastructure plan review	$500.00	
(7) Commercial site plan	$500.00	
(8) Development permit	$25.00	
(9) Per-dwelling unit park dedication fee	$600.00	
(10) Tree mitigation fee (per caliper inch)	$400.00	
(11) Plat resubmittal fee	$200.00	
Appendix C - Zoning		
(1) Specific use permits	$300.00	
(2) Planned Unit Development	$500.00	
(3) Zone change request	$300.00	
(4) Tenant occupancy fee	$75.00	
(5) Zoning board of adjustment applications	$100.00	
(6) Permit for the conduct of outdoor sales	$25.00	
(7) Special events	$50.00	

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance reauthorizing the building permit fees contained in Appendix D of the Friendswood City Code pursuant to Section 214.908 of the Texas Local Government Code.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance reauthorizes the building permit fees contained in Appendix D of the Friendwood City Code. Specifically, Section 214.908 of the Texas Local Government Code, which becomes effective January 1, 2024, requires cities to reauthorize their building permit fees (e.g., those fees charged as a condition to construct, renovate, or remodel a structure) every ten years, else such fees will be abolished. This ordinance reauthorizes the fees previously adopted by the City Council, ensures that such fees will not be abolished, and sets December 4, 2033, as the date by which the City Council will need to reauthorize the fees.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Reauthorization of Building Permit Fees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REAUTHORIZING THE BUILDING PERMIT FEES, CHARGED AS A CONDITION TO CONSTRUCT, RENOVATE OR REMODEL A STRUCTURE AND CONTAINED IN APPENDIX D OF THE FRIENDSWOOD CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, Section 214.908 of the Texas Local Government Code provides that a building permit fee is abolished on the 10th anniversary after the date the fee is adopted or most recently authorized unless the City Council reauthorizes the fee after holding a public hearing; and

WHEREAS, on December 4, 2023, the City Council held a public hearing to reauthorize its building permit fees, which include those charged by the City as a condition to constructing, renovating or remodeling a structure; and

WHEREAS, after receiving the input at the public hearing, the City Council of the City of Friendswood desires to reauthorize its existing building permit fees; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. After conducting a public hearing, the City Council hereby reauthorizes all building permit fees, including all fees charged by the City of Friendswood as a condition to constructing, renovating or remodeling a structure in accordance with Section 214.908 of the Texas Local Government Code. Such fees include, but are not limited to, the following fees, which are contained in Appendix D of the Friendswood City Code:

Description		
Administration		
(1) Zoning board of adjustment applications	$100.00	2-40
Animals		
. . .		
(b) *Permit Fees:*		10-198
(1) Kennel, less than ten dogs or cats	$10.00	
(2) Kennel, ten to 25 dogs or cats	$15.00	
(3) Kennel, more than 25 dogs or cats	$25.00	
(4) Pet shop/store	$25.00	
(5) Riding stable	$25.00	
(6) Auction place/facility	$25.00	
(7) Performing animal exhibition	$25.00	
(8) Zoological park	$25.00	
(9) Circus	$25.00	
(10) Grooming shop	$25.00	

. . .

Description	Amount	Code Section
Buildings and Building Regulations		
(1) *Building Permit Fees (Electrical):*		14-162
a. Permit issuance fee (non-refundable)	$30.00	
b. Meter loop, service and four outlets	$10.00	
c. Outlets	$0.35	
d. Lighting fixtures	$0.35	
e. Range receptacle	$1.00	
f. Clothes dryer	$1.00	
g. Water heater	$1.00	
h. Cooking tops	$1.00	
i. Ovens	$1.00	
j. Garbage disposals	$1.00	
k. Dishwashers	$1.00	
l. Electric heaters	$5.00	
m. Window air conditioning receptacle	$4.50	
n. Temporary saw pole	$10.00	
o. Temporary cut in	$15.00	
p. Reconnect	$20.00	
q. Motors:		
Up to but not including ½ hp	$0.50	
½ hp and less than 2 hp	$2.00	
2 hp and less than 10 hp	$3.00	
10 hp and less than 25 hp	$4.00	
25 hp and less than 100 hp	$8.00	
100 hp and over	$0.08/hp	
r. X-ray machines	$2.00	
s. Signs: Shop inspection, per kva	$2.00	
t. Incandescent and vacuum tube signs, per kva	$2.00	
u. Festoon lighting and streamers, per circuit	$0.50	
v. Swimming pools	$15.00	
w. Reinspection fees	$35.00	
x. Electric furnace	$5.00	
(2) *Building Permit Fees (Plumbing):*		14-252
a. Permit issuance fee (non-refundable)	$30.00	
b. Each fixture, floor drain or trap (including all piping)	$2.50	
c. Water connection/water meter installation	$5.00	
d. Sewer connection	$5.00	
e. Replacement or repair of sewer	$5.00	
f. Cesspool	$5.00	
g. Septic tank and seepage pit or drainfield	$10.00	
h. Water heater and/or vent	$2.50	
i. Installation, alteration or repair of water piping and/or water treating equipment	$5.00	
j. Repair or alteration of drainage or vent piping	$5.00	
k. Vacuum breakers or backflow protective devices (1 to 5)	$2.50	
l. Vacuum breakers or backflow protective devices (over 5, each)	$1.50	
m. Grease Trap	$10.00	
n. Annual Gas Test	$20.00	
o. Re-inspection fee	$35.00	

Description			Amount	Code Section
(3)	*Building Permit Fees (Mechanical):*			14-275
	a.	Permit issuance fee (non-refundable)	$30.00	
	b.	New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
		1. 5 tons or less (each unit or system)	$35.00	
		2. More than 5 tons (per ton)	$10.00	
	c.	Repairs, alterations and additions to existing system (5 tons or less)	$25.00	
		More than 5 tons (per ton)	$5.00	
	d.	Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	$5.00	
	e.	Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	$10.00	
	f.	Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	$15.00	
	g.	Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	$25.00	
	h.	Boilers over 3,300,000 Btu (98 BHp)	$35.00	
	i.	Temporary operation inspection fee	$5.00	
	j.	Reinspection fee	$5.00	
	k.	Commercial, industrial, institutional kitchen hood/vent system	$5.00	
(4)	*Building Permit Fees (Gas):*			14-299
	a.	Permit issuance fee (non-refundable)	$30.00	
	b.	Gas piping:		
		1. 1 to 4 outlets	$5.00	
		2. Over 4 outlets, each	$1.00	
	c.	Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	$5.00	
		Each additional unit	$1.00	
	d.	Vented wall furnace or water heater	$2.50	
		Each additional unit	$1.00	
	e.	Re-inspection fee	$35.00	
(5)	*Building Permit Fees:*			
	a.	Permit issuance fee (all non-trade permits) (non-refundable)	10.00	
	Commercial (new structures, additions, alterations); Permanent Signs:			
	b.	For total valuation of $1,000.00 and less	$15.00	
	c.	For total valuation of $1,001.00 to $50,000.00, for first $1,000.00	$15.00	
		Plus, for each additional $1,000.00 or fraction thereof, to and including $50,000.00	$5.00	
	d.	For total valuation of $50,001.00 to $100,000.00, for first $50,000.00	$260.00	
		Plus, for each additional $1,000.00 or fraction thereof, to and including $100,000.00	$4.00	
	e.	For total valuation of $100,001.00 to $500,000.00, for the first $100,000.00	$460.00	
		Plus, for each additional $1,000.00 or fraction thereof, to and including $500,000.00	$3.00	
	f.	For total valuation of $500,001.00 and up, for first $500,000.00	$1,660.00	
		Plus, for each additional $1,000.00 or fraction thereof	$2.00	

Description	Amount	Code Section
g. Plan check fee (non-refundable)	Half of permit fee	
New Residential; Residential additions and alterations; swimming pool repairs:		
h. Habitable space (air conditioned)	.40 per square foot	
i. Garage/non-habitable space/Utility (non-air conditioned) - minimum $25.00 permit fee	.30 per square foot	
j. Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum $25.00 permit fee	.30 per square foot	
k. Plan check fee (non-refundable)	Half of permit fee	
Miscellaneous Residential Permits (no plan check fee):		
l. Foundation repair	$50.00	
m. Re-Roof	$50.00	
n. Fences, walls, driveways, paving	$75.00	
o. Siding repair/replacement	$50.00	
p. Window replacement	$125.00	
q. Solar panel installation	$125.00	
r. Swimming pools (in-ground)	$475.00	
s. Swimming pools (above-ground)	$125.00	
t. Irrigation	$75.00	
u. Generator	$150.00	
v. Moving of any building or structure (0 cubic feet and above)	$100.00	
w. Demolition of buildings or structures	$50.00	
x. Portable/temporary sign permit fee	$10.00	
General Permit Fee Policies:		
y. Work started without a permit shall be double permit fee.		
z. Permit fees based on square footage or value are rounded up to the nearest dollar.		
aa. Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance, shall be for the building permit fee only.		
ab. Resubmittal fee of plans for miscellaneous (l-x) permits.	½ of original permit fee	
(6) Construction Board of Adjustment Application	$300.00	
(7) After hours inspection (one-time fee for scheduled after hours inspection)	$100.00	

. . .

Description	Amount	Code Section
Environment — Chapter 26		
. . .		
(3) Application fee for well-drilling permit	$500.00	26-231
(4) Processing fee for well-drilling permit application	$100.00	26-236(c)

. . .

Description	Amount	Code Section
Floods — Chapter 34		
Development Permit - (in addition to building and sitework permit fees)		
(1) up to 5 acres	$150.00	34-22
(2) over 5 acres to 10 acres	$250.00	34-22
(3) over 10 acres	$500.00	34-22

. . .

Description	Amount	Code Section
Utilities—Chapter 86		
. . .		
(13) Earthwork Permit	$50.00	86-392
(14) Sitework Permit – Commercial/Multifamily	$500.00	86-412
(15) Sitework Permit – Single Family Residential	$250.00	86-412

. . .

Description	Amount	Code Section
Appendix B - Subdivisions		
(1) Master plan	$200.00	
(2) Preliminary plat	$1,000.00	
(3) Final plat, amending plat, replat, short form final plat	$500.00	
(4) Extension of plat approval	$100.00	
(5) Vacation of plat	$300.00	
(6) Infrastructure plan review	$500.00	
(7) Commercial site plan	$500.00	
(8) Development permit	$25.00	
(9) Per-dwelling unit park dedication fee	$600.00	
(10) Tree mitigation fee (per caliper inch)	$400.00	
(11) Plat resubmittal fee	$200.00	
Appendix C - Zoning		
(1) Specific use permits	$300.00	
(2) Planned Unit Development	$500.00	
(3) Zone change request	$300.00	
(4) Tenant occupancy fee	$75.00	
(5) Zoning board of adjustment applications	$100.00	
(6) Permit for the conduct of outdoor sales	$25.00	
(7) Special events	$50.00	

Section 3. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 4. This ordinance shall become effective from and after its date of adoption and its publication, as provided by law.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/08/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding recognizing the Friendswood Police Department Dispatch Division for receiving a Service Level Shoutout for September 2023 from the Greater Harris County 9-1-1 Emergency Network.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Standard Metric: 90% of calls were answered within 15 seconds. This includes abandoned calls to 9-1-1, text messages, voice calls, and TTY calls.

Friendswood Dispatch far exceeded this metric with 99.75%.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Shareable GHC Training and Technical Bulletin
2. SLA Report

SERVICE LEVEL SHOUT OUT

Metric: 90% of calls were answered within 15 seconds. This includes abandoned calls to 9-1-1, text messages, voice calls, and TTY calls.

Below you will find agencies who received a 98% or higher for service level in the month of September 2023.

Bellaire PD	98.75%
Deer Park PD	99.65%
EHCCOM	98.12%
ESD 100	99.66%
ESD 11	99.26%
Friendswood	99.75%
Galena Park	98.77%
HCSO	98.86%
Harris County Comm	98.74%
Hedwig Village	100%
Jacinto City PD	98.08%
Jersey Village PD	100%
Katy PD	99.67%
LaPorte PD	98.98%
League City PD	99.84
Stafford PD	99.92%
Memorial Village	99.62%
Missouri City PD	99.22%
Cy Fair VFD	98.60%
Pearland PD	99.97%
Rosenberg PD	99.51%
Seabrook PD	98.28%
South Side PD	100.0%
Sugarland PD	99.88%
Tomball PD	99.34%
Webster PD	99.63%
West University PD	99.12%

Congratulations to Hedwig Village, South Side Place PD, and Jersey Village for the 100% SLA.

2022-2023 PSAP Call Count and 90% Percentage of 9-1-1 calls answered in less than 15 Seconds

PSAPs		Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	June '23	July '23	Aug '23	Sept '23	Annual
Baytown	SLA	97.09%	96.07%	97.31%	96.47%	96.75%	96.93%	97.20%	96.39%	97.04%	97.11%	96.32%	95.78%	96.41%	96.68%
	Call Volume	4361	4706	2414	5078	4832	4,756	5432	5538	6287	6791	5672	5374	4785	66026
Bellaire	SLA	99.04%	95.60%	98.69%	97.84%	98.30%	97.53%	99.10%	95.77%	99.68%	99.27%	98.51%	99.39%	98.75%	98.27%
	Call Volume	728	772	533	695	704	687	780	756	938	960	808	659	722	9742
Deer Park	SLA	99.49%	99.80%	99.55%	99.69%	91.61%	99.54%	99.00%	99.83%	99.09%	99.63%	100.00%	99.53%	99.65%	98.95%
	Call Volume	976	984	442	981	1144	1079	1407	1156	1540	1368	1055	848	863	13843
Fort Bend Sheriff	SLA	94.20%	95.40%	95.70%	97.00%	95.70%	97.00%	96.50%	95.90%	96.50%	96.70%	96.70%	97.10%	97.80%	96.32%
	Call Volume	13339	13888	13558	14546	14873	14033	16668	16067	19240	20014	17109	14942	13975	202252
Friendswood	SLA	99.50%	99.59%	100.00%	99.77%	99.79%	99.89%	99.43%	99.80%	99.83%	99.78%	99.90%	99.44%	99.75%	99.73%
	Call Volume	803	982	837	884	935	905	1055	1114	1190	1351	1048	892	804	12800
Galena Park	SLA	96.82%	97.27%	96.70%	99.06%	98.80%	95.48%	95.67%	96.94%	97.79%	97.53%	98.90%	99.41%	98.77%	97.63%
	Call Volume	314	403	212	319	332	354	463	425	452	567	362	339	324	4866
HCSO	SLA	99.00%	98.90%	99.05%	98.80%	98.62%	98.30%	98.50%	98.14%	97.95%	97.01%	98.32%	97.97%	98.86%	98.42%
	Call Volume	80335	84174	77465	86955	86936	83559	95461	95509	109995	115917	98307	88965	82516	1186094
HEC	SLA	79.40%	80.40%	81.90%	81.10%	85.70%	85.40%	80.60%	77.40%	76.70%	79.40%	83.90%	89.00%	89.40%	82.33%
	Call Volume	167568	173783	163908	177244	172074	166710	197095	195484	217138	223653	204261	183295	171719	2413932
Hedwig Village	SLA	98.77%	99.63%	98.29%	97.80%	97.60%	99.50%	97.18%	98.61%	99.29%	100.00%	98.40%	96.52%	100.00%	98.58%
	Call Volume	243	268	117	227	208	201	248	245	283	294	187	230	213	2964
Humble	SLA	98.08%	98.40%	98.37%	98.17%	98.47%	98.01%	98.20%	98.60%	99.11%	98.01%	97.41%	96.70%	97.60%	98.09%
	Call Volume	1825	2121	918	1971	1896	1713	2164	1929	2356	2356	2047	2000	1751	25047
Jacinto City	SLA	97.44%	94.80%	99.00%	97.16%	98.35%	98.15%	97.15%	98.38%	96.05%	99.03%	95.77%	98.82%	98.08%	97.55%
	Call Volume	352	442	401	387	363	433	491	432	532	513	496	423	365	5630
Jersey Village	SLA	99.81%	98.57%	99.68%	96.02%	99.84%	99.83%	99.67%	99.44%	99.38%	98.92%	97.66%	99.06%	100.00%	99.07%
	Call Volume	526	629	631	628	607	573	611	713	812	926	641	640	563	8500
Katy	SLA	99.44%	99.39%	99.82%	99.21%	99.92%	99.33%	99.65%	99.60%	99.23%	99.90%	99.38%	99.35%	99.67%	99.53%
	Call Volume	1242	1316	1116	1397	1257	1195	1446	1508	1817	1978	1775	1392	1213	18652
La Porte	SLA	99.15%	99.77%	99.01%	98.93%	99.64%	99.25%	98.84%	99.27%	99.28%	99.29%	99.70%	99.01%	98.98%	99.24%
	Call Volume	1296	1310	1208	1311	1397	1338	1558	1504	1956	2115	1662	1516	1269	19440
League City	SLA	99.80%	99.56%	99.77%	99.76%	99.66%	99.85%	99.69%	99.72%	99.76%	99.74%	99.97%	99.73%	99.84%	99.76%
	Call Volume	2556	2520	1290	2878	2658	2665	3234	3184	3742	3808	2993	2554	2477	36559
Memorial Village	SLA	100.00%	100.00%	100.00%	99.16%	99.08%	99.19%	98.94%	99.31%	99.24%	99.37%	100.00%	100.00%	99.62%	99.53%
	Call Volume	198	273	113	239	220	247	284	288	396	475	284	230	263	3510
Missouri City	SLA	99.71%	99.41%	99.37%	99.52%	99.38%	99.86%	99.83%	99.60%	99.52%	99.82%	99.10%	99.80%	99.22%	99.55%
	Call Volume	2744	2875	1591	3116	3080	2928	3440	3255	3920	3984	3878	2988	2932	40731
Pasadena	SLA	91.99%	95.58%	96.14%	95.93%	94.30%	95.73%	96.51%	97.02%	97.72%	97.79%	97.86%	96.78%	96.47%	96.14%
	Call Volume	5883	6111	3291	6484	6722	6692	7301	7574	8626	8999	7854	6709	6264	88510
Pearland	SLA	99.76%	99.52%	99.94%	99.91%	99.53%	99.85%	99.86%	99.77%	99.86%	99.91%	99.97%	99.88%	99.97%	99.83%
	Call Volume	2949	3301	1570	4211	4257	3354	4243	3856	4377	4482	3758	3337	3162	46857

2022-2023 PSAP Call Count and 90% Percentage of 9-1-1 calls answered in less than 15 Seconds

PSAPs		Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	June '23	July '23	Aug '23	Sept '23	Annual
Richmond	SLA	97.46%	95.14%	96.75%	96.58%	96.63%	97.11%	94.17%	96.76%	98.17%	98.03%	98.33%	97.17%	97.89%	96.94%
	Call Volume	590	597	615	614	682	553	636	680	767	712	718	707	662	8533
Rosenberg	SLA	98.81%	99.65%	99.83%	99.77%	99.71%	99.76%	99.15%	99.63%	99.79%	99.63%	99.90%	99.82%	99.51%	99.61%
	Call Volume	1766	1701	1745	1708	1709	1645	1873	1901	2340	2182	1928	1630	1821	23949
Seabrook	SLA	98.47%	99.11%	99.27%	99.80%	100.00%	98.97%	98.75%	98.92%	97.15%	99.60%	99.22%	98.47%	98.28%	98.92%
	Call Volume	458	447	413	508	475	485	561	556	772	758	646	459	466	7004
South Houston	SLA	97.83%	98.34%	96.75%	96.89%	96.78%	97.15%	97.06%	96.78%	97.87%	97.75%	98.04%	97.97%	96.25%	97.34%
	Call Volume	553	603	523	546	528	526	647	684	703	667	612	591	587	7770
Southside Place	SLA	97.62%	97.78%	94.23%	96.15%	97.87%	97.62%	98.18%	98.27%	98.55%	97.01%	93.75%	100.00%	100.00%	97.46%
	Call Volume	42	45	52	104	47	42	55	133	69	67	64	45	47	812
Spring Valley	SLA	98.46%	96.89%	96.53%	94.92%	97.44%	99.51%	90.95%	96.72%	94.07%	98.02%	96.68%	98.37%	96.83%	96.57%
	Call Volume	195	225	202	197	195	205	243	244	270	252	211	184	189	2812
Stafford	SLA	99.14%	99.56%	99.82%	99.58%	99.92%	99.74%	99.66%	99.61%	99.56%	99.88%	99.34%	99.51%	99.92%	99.63%
	Call Volume	1159	1143	1093	1194	1195	1136	1485	1287	1593	1671	1372	1213	1225	16766
Sugarland	SLA	99.95%	99.81%	99.55%	99.97%	99.71%	99.74%	99.88%	99.78%	99.87%	99.90%	99.03%	99.85%	99.88%	99.76%
	Call Volume	3710	3747	3519	3887	3761	3456	4309	4181	4783	5021	4343	4012	3277	52006
Tomball	SLA	99.67%	98.69%	99.77%	99.80%	99.50%	99.60%	99.33%	99.16%	99.63%	99.74%	100.00%	99.72%	98.34%	99.46%
	Call Volume	913	915	444	1006	998	1002	1192	1187	1342	1529	1072	1075	1148	13823
Webster	SLA	99.33%	99.89%	99.32%	99.95%	99.00%	99.67%	99.44%	98.75%	99.69%	99.29%	99.47%	99.75%	99.63%	99.48%
	Call Volume	1782	1759	1628	1951	1706	1797	1951	1927	2249	2262	1893	1613	1632	24150
West University	SLA	98.73%	98.74%	98.88%	100.00%	98.73%	99.70%	99.30%	99.12%	99.78%	97.63%	99.72%	99.75%	99.12%	99.12%
	Call Volume	315	317	179	409	315	333	431	457	456	506	355	345	341	4759
Cy Fair VFD	SLA	98.57%	98.09%	98.67%	98.59%	99.38%	99.36%	99.45%	97.64%	99.18%	93.91%	98.54%	97.59%	98.60%	98.27%
	Call Volume	3290	3620	3381	3766	3374	2959	3273	3307	3426	4351	3414	3775	3510	45446
EHCCOM	SLA	98.85%	98.84%	99.11%	99.00%	99.36%	99.00%	98.76%	98.75%	98.80%	98.57%	98.35%	98.11%	98.12%	98.74%
	Call Volume	4440	5021	3402	5744	4848	4791	4687	4552	4850	4835	4921	5888	5107	63086
ESD100	SLA	99.18%	99.62%	99.57%	99.18%	99.64%	98.75%	99.55%	99.51%	99.46%	99.42%	99.22%	99.61%	99.66%	99.41%
	Call Volume	2328	2390	2350	2699	2476	2242	2425	2266	2420	2395	2678	2551	2680	31900
ESD11	SLA	99.20%	99.11%	99.53%	99.13%	99.26%	99.09%	98.75%	98.81%	98.87%	99.15%	99.36%	99.39%	99.26%	99.15%
	Call Volume	4618	4924	4713	4948	4565	4291	4569	4552	4789	4724	4826	4756	4611	60886
Harris County Comm	SLA	97.24%	96.98%	97.85%	98.56%	98.70%	95.42%	98.68%	99.08%	98.21%	97.37%	98.50%	97.54%	98.74%	97.91%
	Call Volume	4567	4904	2728	5333	5056	4427	4383	4237	4739	4904	4544	5282	4488	59592
TECC	SLA	98.84%	94.99%	97.55%	98.83%	97.78%	96.61%	97.96%	95.81%	98.49%	91.80%	98.04%	92.38%	97.58%	96.67%
	Call Volume	517	719	490	682	497	472	489	477	463	1232	612	1038	662	8350
Village Fire	SLA	92.78%	97.14%	88.52%	97.83%	92.71%	93.02%	98.72%	93.90%	91.47%	98.86%	99.10%	95.05%	95.16%	94.94%
	Call Volume	97	105	61	92	96	86	78	82	129	88	111	101	124	1250
Average	SLA	98.22%	98.22%	98.19%	98.40%	98.19%	98.45%	98.25%	98.34%	98.44%	97.94%	98.17%	98.20%	98.42%	
Total	Call Volume	319578	334040	299153	344939	337018	323870	376668	373247	421757	438959	388517	352598	328757	

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/09/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding the Friendswood Historical Society Annual Christmas Tree Lighting.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Annual Christmas Tree Lighting will be held on the first Tuesday in December (Dec 5th) at 7p at the Frank J Brown Museum located at 108 Skyview Terrace.

Gingerbread and wassel will be served, carols will be led by the Friends Church Children's choir, we will also be treated to the musical talents of Friendswinds, a recorder ensemble.

Then, of course the lighting of the outdoor tree. Plus a chance to visit with Santa himself!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/16/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding the Wonderland Quartet performing at the Friendswood Public Library.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Wonderland Quartet, as featured at this year's Library Gala, will perform music of the holidays at Friendswood Library on Monday, December 18th at 6:30pm. This event is sponsored by Friends of the Library.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/16/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Recognize Rhonda Bloskas, Deputy Director of Administrative Services – Finance for being selected as President of the Gulf Coast Government Finance Officers Association for 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Rhonda Bloskas, Deputy Director of Administrative Services – Finance, will serve as President of the Gulf Coast Government Finance Officers Association in 2024! The organization represents Region 14 of the Government Finance Officers Association of Texas.

Rhonda's term will culminate in a four-year commitment to the Gulf Coast GFOA, having served as Treasurer, Secretary, and Vice-President in 2021 - 2023. She is to be commended for representing the City of Friendswood and continuing to build upon our legacy of excellence in government finance!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/16/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Recognize City Secretary Lettie Brysch for her participation as a guest speaker/presenter at the 35th Annual Secretary of State Election Law Seminar for Cities, Schools and Other Political Subdivisions on the topic of Candidate Packets and other Practical Considerations.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The 35th Annual Secretary of State (SOS) Election Law Seminar for Cities, Schools and Other Political Subdivisions is comprised of multiple educational presentations tailored to cities and election administrators as it relates to their election-related duties pursuant to the Texas Election Code. This year's conference took place at the Renaissance Austin Hotel from November 29th - December 1st, 2023.

This year, Friendswood City Secretary Lettie Brysch was asked to co-present with La Porte City Secretary Lee Woodward for a session called Candidate Packets and other Practical Considerations, which focused on the legal requirements and best practices for the creation and maintenance of candidate information packets.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/21/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive an update regarding the Friendswood Volunteer Fire Department EMS Division receiving the 2023 Public Education/Injury Prevention Award from the Texas Department of State Health Services (DSHS).

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Volunteer Fire Department EMS Division received the 2023 Public Education/Injury prevention award from the Texas Department of State Health Services (DSHS). The award was presented Tuesday, November 22nd at the Texas EMS Conference held in Austin. DSHS is the state agency that provides oversight for emergency medical services throughout Texas. The award honors an EMS group or individual for outstanding achievement in public education or injury prevention. This honor marks the second time that the Friendswood Volunteer Fire Department EMS Division has been recognized at a state level for its superior performance in injury prevention, winning previously in 2014. Friendswood Volunteer Fire Department EMS Division Chief Lisa Camp attended the conference and accepted the award on behalf of the whole department. Chief Camp says, "Receiving recognition from more than 2,000 of your peers from across Texas was a very humbling moment. We have more than 50 years of experience providing EMS services to the citizens of Friendswood and are honored to receive this award."
During the presentation of the award state officials gave examples of service areas where Friendswood Volunteer Fire Department EMS Division has excelled. In particular they were recognized for the following initiatives:

- Free Childhood Immunizations Program
- CPR for Friends and Family Classes
- Safe Sitter Program
- Ready to React Program
- Neighborhood Night Out
- CO Detectors for Seniors
- Bi-monthly Injury Prevention Posters/Flyers

The Friendswood Volunteer Fire Department EMS Division, is a not-for-profit combination paid/volunteer EMS organization serving Friendswood, TX. We provide 911 emergency medical services with three type I ambulances, two emergency response vehicles, a supervisor vehicle, and a mass casualty trailer. The Friendswood Volunteer Fire Department EMS Division has served the residents and visitors of for the last fifty years with around-the-clock emergency medical ambulance services. During 2022, Friendswood Volunteer Fire Department EMS Division responded to 3,695 calls for assistance. For more information about Friendswood Volunteer Fire Department EMS Division, contact the Chief Lisa Camp at 281-996-3360 or email at lcamp@friendswoodvfd.com.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. EMS

RESERVED
JOE SCHMIDER

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/22/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Third Amendment with Garver, LLC, for the Clear Creek Crossing Project and the New GST and Pump Improvements at SWP 1.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 2021, the City entered into an agreement with Garver, LLC ("Garver") to provide professional engineering services for the master plan, design and construction phase services for water system improvements (the "Garver Contract"). The Capital Improvement Plan ("CIP") that was developed identified projects to rehabilitate and improve existing water facilities in order to improve customer water quality. Two projects in the CIP were identified as immediate needs for the City:

Project 1 – Clear Creek Crossing was identified as the first project needed to eliminate the water system's hydraulic bottleneck at Clear Creek and

Project 14 – New GST and Pump Improvements at SWP 1.

During the Preliminary Engineering Report workshop for Project 1, the City and Garver identified the opportunity to combine projects with the adjacent project being designed by another consultant for the Blackhawk Boulevard roadway and drainage reconstruction. The City requested Garver to work as a subconsultant under the consultant for professional engineering services related to the 24-inch transmission line on Blackhawk Boulevard.

This Third Amendment reduces the scope of work, which will be included in the Professional Services Agreement with HDR Engineering Inc., for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project. The work that Garver was going to do under Garver's Contract will now be done by Garver under the HDR contract. This item removes the engineering services associated with the 24-inch waterline extending from FM 2351 to Edenvale Street from the Garver Project and decreases fees to be paid under the Garver Agreement by $130,766.10.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Third Amendment - Garver
2. Garver - Form 1295

3. Government Code Verifications Form__
4. Certificate of Insurance Exp 07-01-2024

THIRD AMENDMENT TO THE
CONTRACT FOR PROFESSIONAL SERVICES – ENGINEER

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Third Amendment (the "Third Amendment") to that certain Contract for Professional Services – Engineer, dated September 13, 2021, (the "Contract") by and between Garver, LLC (the "Engineer") and the City of Friendswood, Texas, a home-rule city municipal corporation, located in Harris and Galveston Counties, Texas (the "City") is made and entered into on the date of the City Manager's signature hereinbelow.

W I T N E S S E T H :

WHEREAS, in accordance with the Professional Services Procurement Act, the City issued RFQ 2021-01 in order to select a professional engineer to provide engineering services for water system improvements, including, but not limited to, the following services:

- Assess the current site conditions;
- Consult extensively with Public Works in an effort to become familiar with the needs and wants of the project;
- Identify and Design Structural, Mechanical and Electrical modifications;
- Prepare plans and specifications for construction;
- Process change orders throughout construction;
- Construction and Project Management, providing all technical and administrative services as needed; oversight, supervision, quality assurance and review, maintaining records; and
- Provide all close-out work (as-built documents, certifications, etc.); and

WHEREAS, based upon Engineer's demonstrated competence and qualifications to perform the services, the City chose Engineer and negotiated a contract at a fair and reasonable price; and

WHEREAS, on September 13, 2021, the City and the Engineer entered into the Contract in order for the Engineer to develop the City's Water Master Plan along with a technical memorandum to provide updates for utility planning, rehabilitating water facilities, and improving the distribution and transmission water system, including Surface Water Plant No. 1, Elevated Storage Tank No. 2, Water Plant No. 3 and Water Plant No. 4 at a cost not to exceed NINE HUNDRED SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS ($907,950.00); and

WHEREAS, on March 30, 2022, the City and the Engineer entered into Change Order No. 1 (the "First Amendment") to include the Georgetown and Friendswood Trails Development Study at a cost not to exceed TWENTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX AND NO/100 DOLLARS ($29,366.00); and

WHEREAS, on January 12, 2023, the City and the Engineer entered into Second Amendment to the Contract for Professional Services-Engineer (the "Second Amendment") for the Engineer to provide certain engineering and technical services pertaining to the design, bidding and construction phases of the following Project at a cost not to exceed ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED EIGHT AND 40/100 DOLLARS ($1,155,808.40) for the following:

Project No.	Project Title	Description
1	Clear Creek Crossing	This project includes approximately 7,000 linear feet of new 24-inch water line to be placed in parallel to the existing transmission line along E. Edgewood Drive (FM 2351) from the intersection with Blackhawk Blvd and ending at the intersection near Friendswood Dr. This alignment crosses two streams, Clear Creek and Mary's Creek.
14	New GST and Pump Improvements at SWP 1	This project includes a new 0.5-million-gallon ground storage tank, yard piping and pump replacements, which replacements are intended to increase the pumping capacity of SWP 1 and balance distribution of water supply from SWP 1 and SWP 2.

(collectively the "Project"); and

WHEREAS, the Engineer desires to be a subconsultant to HDR Engineering, Inc., for its Blackhawk Boulevard Reconstruction Project and will design the 24-inch waterline from FM 2351 to Edenvale Street under such contract (the "HDR Agreement"); and

WHEREAS, in order to do so, the Engineer and the City desire to remove certain services from this Agreement and reduce the fees to be paid hereunder by a total of ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED SIXTY-SIX AND 10/100 DOLLARS ($130,766.10); and

WHEREAS, the terms of the Contract, the First Amendment and the Second Amendment shall remain in full force and effect except as specifically altered by the terms of this Third Amendment;

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

I.
Amendments

1.01 Article I "Employment of Engineer" of the Contract is hereby amended to read as follows:

I. EMPLOYMENT OF ENGINEER

The City hereby agrees to engage the Engineer and the Engineer hereby agrees to perform the "Scope of Services" as specified in the Contract, as amended by the First Amendment, the Second Amendment and this Third Amendment.

1.02 Article III "Time of Performance" of the Contract is hereby amended for the Scope of Services authorized herein to the schedules as specified in Exhibit "A-3," which is attached hereto and incorporated herein for all intents and purposes.

1.03 Article V "Compensation and Method of Payment" of the Contract is hereby amended for the Scope of Services authorized herein to the amount specified in Exhibit "B-3", which is attached hereto and incorporated herein for all intents and purposes.

1.04 Article VIII "Insurance" of the Contract, and Section 1.04 of the Second Amendment are hereby repealed in their entirety and replaced with the following:

VIII. INSURANCE

The Engineer shall procure and maintain at its sole cost and expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Engineer, its agents, representatives, volunteers, employees or subconsultants.

a. COVERAGES REQUIRED

The Engineer's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Engineer's insurance and shall not contribute to it. Further, the Engineer shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Contract:

(1) Commercial General Liability

- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
  Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Damage to Rented Property $300,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

(2) Business Automobile Policy

- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

(3) Errors and Omissions

- Limit: $1,000,000 for this Project.
- Claims-made form is acceptable.
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

(4) Workers' Compensation

- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

b. REQUIREMENTS FOR COVERAGES

The following shall be applicable to all policies of insurance required herein.

(1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
(2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
(3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
(4) Each insurance policy shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice by e-mail, or mail return receipt requested, has been given to the City.
(5) The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein, for which Additional Insured rights shall not be provided.
(6) Upon request and without cost to the City, copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
(7) All insurance required herein shall be secured and maintained in a company or companies authorized for business in the state of Texas, and shall be carried in the name of the Engineer.

1.05 Exhibits/Appendices "A" "Scope of Services" of the Contract, the First Amendment, and the Second Amendment are hereby amended by Exhibit "A-3." It is expressly understood and agreed that the Scope of Services specified in Article II of the Contract shall be read together with those services required in Exhibit "A-3" hereof.

1.06 Exhibits "B" of the Contract, the First Amendment, and the Second Amendment are hereby amended by Exhibit "B-3."

1.07 Exhibit "C" "Federal Requirements" contained in the Second Amendment is hereby deleted in its entirety.

II
Miscellaneous Provisions

2.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Third Amendment.

2.02 Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Third Amendment shall have the same meanings as in the Contract, the First Amendment, and the Second Amendment.

2.03. Entire Agreement. The provisions of this Third Amendment, the First Amendment, the Second Amendment and the Contract should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the First Amendment and/or Second Amendment or the Contract, the provisions of this Third Amendment shall control.

2.04 Interpretation. This Third Amendment has been jointly negotiated by the parties hereunder

and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Third Amendment.

2.05 Captions. Captions contained in the Contract, First Amendment, the Second Amendment and this Third Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any Section.

2.06 No Waiver. By this Third Amendment, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Third Amendment, the Second Amendment, or the Contract or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Third Amendment, in the Second Amendment, in the First Amendment, or in the Contract shall be construed in any way to limit or to waive the City's governmental immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment in multiple copies, each of which shall be deemed an original, but all of which shall constitute but one and the same amendment, this ___ day of December 2023, the date of execution by the City Manager.

[*Signatures follow*]

CITY:
CITY OF FRIENDSWOOD, TEXAS

_____
MORAD KABIRI, City Manager

DATE: _____

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ENGINEER:
GARVER, LLC

_____
(Signature)

_____
(Printed Name)

_____
(Title)

DATE: _____

ATTEST:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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EXHIBIT "A-3"
SCOPE OF SERVICES

BACKGROUND

The City of Friendswood Texas ("City") developed in July 2022 a Capital Improvement Plan that identifies projects to rehabilitate and improve existing water facilities and improve customer water quality. In 2021, the City selected Garver ("Engineer") to provide professional engineering services for the master plan, design and construction phase services for water system improvements. As part of the 2022 CIP, two projects were identified as immediate needs for the City: Project 1 – Clear Creek Crossing**,** was identified as the first project needed to eliminate the water system's hydraulic bottleneck at Clear Creek and Project 14 – New GST and Pump Improvements at SWP 1.

During the Preliminary Engineering Report workshop for Project 1 – Clear Creek Crossing, the City and Engineer identified the opportunity to combine projects with the adjacent project being designed by another consultant for the Blackhawk Boulevard roadway and drainage reconstruction. The City requested Garver to work as a subconsultant under the consultant for professional engineering services related to the 24-inch transmission line on Blackhawk Boulevard. The waterline limits for the project will be on Blackhawk Boulevard from FM 2351 (ie. East Edgewood Avenue) to Edenvale Street for approximately 1,500 linear feet of 24-inch waterline. The professional engineering services will include final design, bid phase assistance and construction phase services.

> **Project 1** - Clear Creek Crossing will include approximately 5,500 linear feet of new 24-inch water line to be placed in parallel to the existing transmission line along E. Edgewood Drive (FM 2351) from the intersection with Blackhawk Blvd and ending at the intersection near Friendswood Dr. This alignment crosses two streams, Clear Creek and Mary's Creek. Professional engineering services will include preliminary engineering, final design, and construction phase services.
>
> **Project 14** – New GST and Pump Improvements at SWP 1 will include a new 0.5 million gallon ground storage tank, yard piping and pump replacements. The new GST is to replace an existing 0.5 GST that was noted by TCEQ to be leaking. The pump replacements are intended to increase the pumping capacity of SWP 1 and balance distribution of water supply from SWP 1 and SWP 2.

ASSUMPTIONS

The Scope of work and associated level of effort assumes the following:

1. The City has record drawings (paper or electronic) for all waterlines, and other additional requisite information to assist with producing the design deliverables.
2. The City will acquire any required temporary and permanent easements needed for the proposed improvements.
3. Repair or replacement of roadway will be limited to replacing in-kind and not require a drainage assessment.

SCOPE OF WORK – BASIC SERVICES
The following scope of work describes the anticipated services to be provided under this contract.

A. Project 1 -- Clear Creek Crossing.

Task 1: Project Administration.

The Engineer shall:

1. Attend one kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule;
2. Prepare and facilitate monthly progress meetings during the Design phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance;
3. Prepare meeting summary (meeting minutes) and distribute to participants;
4. Prepare a Project Management Plan (PMP) and Quality Control/Assurance Plan in compliance with Garver project execution standards. These plans will be available to share with the City; and
5. Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 2: Data Collection and Field Investigation

The Engineer shall:

1. Conduct a site visit of the planned water line alignment;
2. Engage a subconsultant to provide a survey, which survey shall:
   a. Establish survey controls,
   b. Delineate properties, easement boundaries, and prepare abstract documents for up to 20 easement acquisitions, and
   c. Provide topographic route surveys anticipated to be 40 feet wide in easements and entire ROW within pavement limits;
3. Engage a subconsultant to provide a geotechnical investigation for the design of approximately 5,500 linear feet of 24-inch water line and associated roadway repairs, which investigation will include recommendations for trenchless crossing across Clear Creek and Mary's Creek and pavement reconstruction recommendations;
4. Engage a subconsultant to provide environmental investigation, which will include:
   a. A Phase I Environmental Site Assessment, and
   b. A Phase II Environmental Investigation if Phase I indicates the need;
5. Provide Subsurface Utility Engineering (SUE): Professional Service Provider to provide SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." SUE work includes:
   a. Quality Level A investigation to identify Water Plant No. 1 existing GST piping to booster pump station and ground water supply well Wells 1, 2, and 3 to existing GST and standpipe. Up to four test holes will be included; and
   b. Quality Level B investigation for the water line at roadway intersections; and
6. Prepare and review data request document for the waterline improvements project area and submit to the City. This is expected to include but not necessarily be limited to the following:
   a. E. Edgewood Dr. (FM 2351) utility and roadway record drawings,
   b. City-preferred specifications and design considerations for waterlines,
   c. Standard front-end documents for construction contracts, and
   d. Previous project surveys, geotechnical reports and SUE investigations.

Task 3: Permitting and Regulatory Agencies

The Engineer shall prepare and provide permit coordination for anticipated permits. Any

associated permit fees will be provided by the City. The anticipated permits for this project that are included in this scope are:

a. Right-of-way Crossing Permit,
b. Construction Stormwater Permit,
c. Permit for pipeline crossing, and
d. Nationwide 408 Permit.

Task 4: Preliminary Engineering and 30% Design

The Engineer shall:

1. Document and submit a Draft Preliminary Engineering Report (PER) and 30% design drawings in electronic format (PDF), which PER shall include the following:
   a. Alternative route analysis,
   b. Construction methodology analysis for Clear Creek and Mary's Creek crossings,
   c. Initiate utility coordination with conflicting utilities,
   d. Develop a list of technical specifications,
   e. Prepare Draft 30% Preliminary Design drawings, and
   f. Prepare an AACE Class 4 construction cost estimate;
2. Facilitate Draft PER workshop with City;
3. Submit draft 30% Design documents to City and facilitate 30% Design Review Workshop with City; and
4. Conduct QA/QC of PER and 30% Design based on the Project Management Plan.

Task 5: 60% Design Deliverable

The Engineer shall:

1. Coordinate with stakeholders and other entities as needed for the proposed water line improvements;
2. Prepare 60% design drawings including the following:
   a. General sheets including cover, notes, index and site layout,
   b. 15 Plan and Profile sheets,
   c. Civil Details (up to 4 sheets), and
   d. Traffic control phasing and details;
3. Prepare technical specifications;
4. Prepare an AACE Class 3 construction cost opinion;
5. Conduct QA/QC of 60% Design based on the Project Management Plan; and
6. Submit draft 60% Design documents to City and facilitate 60% Design Review Workshop with City.

Task 6: 90% Design Deliverable

The Engineer shall:

1. Coordinate with stakeholders and other entities as needed for the proposed water line improvements;
2. Prepare 90% design drawings;
3. Incorporate or resolve comments from the 60% Design Review Workshop;
4. Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule;
5. Utilize the City's Front-End documents in preparation of the construction package;
6. Prepare an AACE Class 3 construction cost opinion;
7. Conduct QA/QC of 90% Design based on the Project Management Plan;
8. Facilitate 90% Design Review Workshop with City; and
9. Submit 90% Design documents to City, HCFCD, TXDOT, GCCDD, and to TCEQ for Plan Review.

Task 7: 100% Design Deliverable

The Engineer shall:

1. Coordinate with stakeholders and other entities as needed for the proposed water line improvements;
2. Prepare 100% design drawings;
3. Incorporate or resolve comments from the 90% Design Review Workshop;
4. Finalize Project Manual and Special Conditions as appropriate;
5. Utilize the City's Front-End documents in preparation of the final construction package;
6. Prepare final construction cost estimate - AACE Class 2;
7. Conduct QA/QC of 100% Design based on the Project Management Plan; and
8. Complete regulatory and permitting requirements needed for construction.

Task 8: Bidding Phase Services

The Engineer shall:

1. Provide bidding assistance, including, but not limited to, the following:
   a. Prepare and submit advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract;
   b. Disperse construction contract documents to prospective bidders;
   c. Support the contract documents by preparing addenda, as appropriate to clarify, correct, or change the bidding documents;
2. Participate in pre-bid meeting(s);
3. Prepare bid tabulation;
4. Evaluate bids and bidders' qualifications and submit recommendation to City;
5. Attend the Council meeting for award of the contract for the Project.
6. Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services;
7. Assemble contract documents; and
8. Prepare conformed plans and specifications.

Task 9: Construction Phase Services

In performing construction phase services, Engineer will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but Engineer cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Engineer observes that the Contractor's work does not comply with the construction contract documents, Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Engineer will notify the City immediately, so that appropriate action under the City's contract with the Contractor can be taken.

The Engineer shall:

1. Issue a Notice to Proceed letter to the Contractor;
2. Attend Pre-Construction Meeting(s);
3. Attend a construction kick-off meeting(s) and monthly progress/coordination meetings with the City/ Contractor;
4. Make visits to the Site at intervals appropriate to the various stages of construction, appropriate to verify Contractor's payment requests, and as Engineer and/or City deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend

to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this contract and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will determine if Contractor's work is proceeding in accordance with the contract documents, and Engineer shall keep City informed of the progress of the Work;

a. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will substantially conform to the contract documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor.

b. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.

5. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is substantially in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Contract and the contract documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has

passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid;

6. Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that substantially conforms to the contract documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents;
7. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the contract documents, either directly or implied for a complete and workable system, Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the contract documents;
8. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents;
9. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents;
10. Receive and review maintenance and operating instructions, schedules, and guarantees as prepared by the Contractor in accordance with the contract documents. Engineer will compile this information as provided by Contractor, and deliver copies of the same to City;
11. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment.; and
12. Participate in substantial completion and final completion project inspections, prepare punch list(s), review final project closing documents, and submit final pay request along with a notice of acceptability of work in which Engineer asserts that to the best of Engineer's knowledge, information and belief and upon the exercise of Engineer's due diligence, the Work is acceptable and is in compliance with the contract documents.

B. Project 14 - New GST and Pump Improvements at SWP 1

Task 10: Project Administration

The Engineer shall:

1. Attend one kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule;
2. Prepare and facilitate monthly progress meetings during the Design phase with the City in addition to the other outlined meetings and workshops to maintain coordination, timeliness, and budget compliance;

3. Prepare meeting summary (meeting minutes) and distribute to participants;
4. Prepare a Project Management Plan (PMP) and Quality Control/Assurance Plan in compliance with Garver project execution standards. These plans will be available to share with the City; and
5. Prepare and provide monthly progress/status reports with updated schedule sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 11: Data Collection and Field Investigation

The Engineer shall:
1. Conduct a site visit of the planned water plant improvements;
2. Engage a subconsultant to provide a survey, which survey shall:
   a. Establish survey controls, and
   b. Provide topographic site survey at Water Plant No. 1;
3. Engage a subconsultant to provide geotechnical investigation to support construction of GST.

Task 12: Preliminary Engineering

The Engineer shall:
1. Document and submit a Draft Technical Memorandum (TM) in electronic format (PDF). The TM is intended to use data collection from Water System Improvements Report and recommendations. A preliminary site layout for the GST, yard piping and pump replacement improvements will be included as part of the TM. The following items will be included in the TM as applicable:
   a. Pumping system replacements,
   b. A list of technical specifications, and
   c. An AACE Class 4 construction cost estimate;
2. Incorporate comments from City Draft TM to City.
3. Conduct QA/QC of TM based on the Project Management Plan.

Task 13: 60% Design Deliverable

The Engineer shall:
1. Prepare 60% design drawings including the following:
   a. General sheets including cover, notes, index and site layout,
   b. GST,
   c. Yard Piping, and
   d. Pump replacement and details;
2. Prepare technical specifications;
3. Prepare an AACE Class 3 construction cost opinion;
4. Conduct QA/QC of 60% Design based on the Project Management Plan; and
5. Submit draft 60% Design documents to City and facilitate 60% Design Review Workshop with City.

Task 14: 90% Design Deliverable

The Engineer shall:
1. Prepare 90% design drawings;
2. Incorporate or resolve comments from the 60% Design Review Workshop;
3. Prepare a Project Manual with requisite technical specifications, front ends, draft bid item description narrative, and bid item schedule;
4. Utilize the City's Front-End documents in preparation of the construction package.

5. Prepare an AACE Class 3 construction cost opinion;
6. Conduct QA/QC of 90% Design based on the Project Management Plan;
7. Facilitate 90% Design Review Workshop with City; and
8. Submit 90% Design documents to City and TCEQ for Plan Review.

Task 15: 100% Design Deliverable

The Engineer shall:

1. Prepare 100% design drawings;
2. Incorporate or resolve comments from the 90% Design Review Workshop;
3. Finalize Project Manual and Special Conditions as appropriate;
4. Utilize the City's Front-End documents in preparation of the final construction package;
5. Prepare final construction cost estimate - AACE Class 2;
6. Engineer to conduct QA/QC of 100% Design based on the Project Management Plan; and
7. Complete regulatory and permitting requirements needed for construction.

Task 16: Bidding Phase Services

The Engineer shall:

1. Provide bidding assistance, including, but not limited to, the following:
   a. Prepare and submit advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract;
   b. Disperse construction contract documents to prospective bidders; and
   c. Support the contract documents by preparing addenda, as appropriate to clarify, correct, or change the bidding documents;
2. Participate in pre-bid meeting(s);
3. Prepare bid tabulation;
4. Evaluate bids and bidders' qualifications and submit recommendation to City;
5. Attend the Council meeting for award of the contract for the Project.
6. Assist in connection with bid protests, rebidding, or re-negotiating contracts for construction, materials, equipment, or services;
7. Assemble contract documents; and
8. Prepare conformed plans and specifications.

Task 17: Construction Phase Services

In performing construction phase services, Engineer will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but Engineer cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Engineer observes that the Contractor's work does not comply with the construction contract documents, Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Engineer will notify the City immediately, so that appropriate action under the City's contract with the Contractor can be taken.

The Engineer shall:

1. Issue a Notice to Proceed letter to the Contractor;
2. Attend Pre-Construction Meeting(s);
3. Attend a construction kick-off meeting(s) and monthly progress/coordination meetings with the City/Contractor;
4. Make visits to the Site at intervals appropriate to the various stages of construction, appropriate to verify Contractor's payment requests, and as Engineer and/or City deems necessary, in order

to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this contract and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will determine if Contractor's work is proceeding in accordance with the contract documents, and Engineer shall keep City informed of the progress of the Work;

a. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will substantially conform to the contract documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor.

b. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.

5. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is substantially in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Contract and the contract documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what

purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid;

6. Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that substantially conforms to the contract documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents;
7. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the contract documents, either directly or implied for a complete and workable system, Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the contract documents;
8. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents;
9. When authorized by the City, prepare change orders for changes in the work from that originally provided for in the construction contract documents;
10. Receive and review maintenance and operating instructions, schedules, and guarantees as prepared by the Contractor in accordance with the contract documents. Engineer will compile this information as provided by Contractor, and deliver copies of the same to City;
11. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment; and
12. Participate in substantial completion and final completion project inspections, prepare punch list(s), review final project closing documents, and submit final pay request along with a notice of acceptability of work in which Engineer asserts that to the best of Engineer's knowledge, information and belief and upon the exercise of Engineer's due diligence, the Work is acceptable and is in compliance with the contract documents.

SUMMARY OF PROJECT DELIVERABLES

The following will be submitted to the City, or others as indicated, by Garver:

Project 1 – Clear Creek Crossing

1. Two copies of 24" x 36" sets and an electronic copy (pdf) of preliminary design plans.
2. Electronic copy (pdf) of the 60% drawings and specifications with OPCC.

3. Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
4. Electronic copy (pdf) of the 100% Design submittal specifications with OPCC.
5. Electronic copy (pdf) and two bound hard copies of the Final Plans (24" x 36") and Specifications to the Contractor.
6. Two hard copies of executed contract documents.
7. Electronic copy (pdf) of approved shop drawings/submittals from the Contractor.
8. Electronic files as requested.

Project 14 – New GST and Pump Improvements at SWP 1

1. Two copies of 24" x 36" sets and an electronic copy (pdf) of preliminary design plans.
2. Electronic copy (pdf) of the 60% drawings and specifications with OPCC.
3. Electronic copy (pdf) of the 90% drawings and specifications with OPCC.
4. Electronic copy (pdf) of the 100% Design submittal specifications with OPCC.
5. Electronic copy (pdf) and two bound hard copies of the Final Plans (24" x 36") and Specifications to the Contractor.
6. Two hard copies of executed contract documents.
7. Electronic copy (pdf) of approved shop drawings/submittals from the Contractor.
8. Electronic files as requested.

ADDITIONAL SERVICES

The City shall not be responsible or liable for any additional services performed by the Engineer unless such additional services have been approved in writing prior to the performance of the same. The Engineer will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

SCHEDULES

Project 1 – Clear Creek Crossing
Engineer shall begin work under this Contract within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting	14 calendar days from Notice to Proceed
Deliver DRAFT PER	60 calendar days from receipt of final data from City
DRAFT PER Workshop	14 calendar days after delivery of DRAFT PER
Deliver FINAL PER	30 calendar days after receipt of City comments from DRAFT PER Workshop
Deliver 60% Design Documents	60 calendar days from receipt of Topographic Survey, Environmental Site Assessment, and Draft Geotechnical Report
60% Design Workshop	14 days after delivery of 60% Design Documents
Deliver 90% Design Documents	60 calendar days from 60% Design Workshop
90% Design Workshop	14 calendar days after delivery of 90% Design Construction Documents
Submit Bid-Ready Design Documents and Permitting	**45 calendar days from 90% Design Workshop**

*Note: for planning purposes, 14 calendar days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

Project 14 – New GST and Pump Improvements at SWP 1
Engineer shall begin work under this Contract within ten (10) calendar days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting	14 calendar days from Notice to Proceed
Deliver DRAFT TM	60 calendar days from receipt of final data from Kickoff Meeting
Deliver FINAL TM	30 calendar days after receipt of City comments from DRAFT TM
Deliver 60% Design Documents	60 calendar days from receipt of Topographic Survey and Draft Geotechnical Report
60% Design Workshop	14 calendar days after delivery of 60% Design Documents
Deliver 90% Design Documents	45 calendar days from 60% Design Workshop
90% Design Workshop Documents	14 calendar days after delivery of 90% Design Construction
Submit Bid-Ready Design Documents and Permitting	**30 calendar days from 90% Design Workshop**

*Note: for planning purposes, 14 calendar days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

Exhibit "B-3"
FEE SUMMARY

BASIC SERVICES SECTION		FEES
PROJECT 1 – Clear Creek Crossing		
TASK 1: Project Administration	$	16,716.00
TASK 2: Data Collection and Field Investigation	$	233,948.30
TASK 3: Permitting	$	18,128.00
TASK 4: Preliminary Engineering and 30% Design	$	133,888.00
TASK 5: 60% Design Deliverable	$	111,066.00
TASK 6: 90% Design Deliverable	$	60,034.00
TASK 7: 100% Design Deliverable	$	44,822.00
TASK 8: Bid Phase Services	$	20,410.00
TASK 9: Construction Phase Services	$	70,181.00
PROJECT 14 - New GST and Pump Improvements at SWP 1		
TASK 10: Project Administration	$	10,392.00
TASK 11: Data Collection and Field Investigation	$	39,118.00
TASK 12: Preliminary Engineering	$	39,330.00
TASK 13: 60% Design Deliverable	$	66,462.00
TASK 14: 90% Design Deliverable	$	54,100.00
TASK 15: 100% Design Deliverable	$	34,632.00
TASK 16: Bid Phase Services	$	15,624.00
TASK 17: Construction Phase Services	$	56,191.00
TOTAL FOR BASIC SERVICES		**$ 1,025,042.30**

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/22/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Professional Services Agreement with HDR Engineering, Inc., for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Fiscal Year 2023 application for a Partnership Project for Harris County Precinct 2 was selected for continuation of construction of Blackhawk Boulevard from Geneva Drive to FM 2351 and Thursa Lane to FM 528. Precinct 2 has awarded the City $3,392,686 to match the City's contribution of approximately $3,392,686, for a total project projected cost of $6,785,372.

This agenda item is to approve a Professional Services Agreement for HDR Engineering, Inc., to perform engineering services related to the Blackhawk Boulevard Recontruction Phase 2-C Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The project resulting from the Professional Services Agreement will result in the reconstruction of Blackhawk Boulevard from Geneva Drive to FM 2351 and Thursa Lane to FM 528.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Agreement - HDR Blkhwk Blvd 2-C Final
2. Form 1295 Certificate
3. Government Code Verifications Form
4. HDR Certificate of Insurance 1
5. Certificate of Insurance 2

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON§

This Professional Services Agreement (this "Agreement") is entered by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and HDR Engineering, Inc. (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.
The City hereby engages the Professional to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Ngoc Kim Le, PE, shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.
The Professional shall perform professional services in connection with the Repackage Design, Phase I updated ESA I and Soil Management Plan, Bid and Construction Administration Phase Services for the Blackhawk Boulevard Reconstruction Phase II Repackage C Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.
The Professional shall perform the services required herein in accordance with schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services to be Furnished to Professional.
It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, nonconfidential information, data, reports, records, and maps as are existing and available to the City for the carrying out of the work of the Professional as outlined under "Scope of Services." The Professional shall have the right to rely on the technical accuracy of such information, data, reports, or maps. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Compensation and Method of Payment.

a. Compensation.
It is agreed that total fees for the Scope of Services, including reimbursable expenses, described in Exhibit "A" shall not exceed the sum of FIVE HUNDRED TEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 80/100 DOLLARS ($510,749.80) and as more particularly detailed in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

(1) The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

(2) The City agrees to pay the Professional within thirty (30) days of its receipt of the invoice, including all necessary backup information, or the receipt of services, whichever is later; provided, however, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

6. Records.
The Professional shall keep accurate records, including, but not limited to, time sheets, travel vouchers and payroll records, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying within the City's corporate limits within ten (10) days of the City's request.

7. Ownership of Documents.

a. All documents, including original drawings, estimates, specifications, field notes and data are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.

b. All documents, including drawings prepared by the Professional are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by the Professional for

the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the scope of work by the Professional, its agents, representatives, volunteers, employees or subconsultants.

a. The Professional's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

(1) Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

(2) Business Automobile Policy
- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

(3) Errors and Omissions
- Limit: $1,000,000 per claim and in the aggregate.
- For all architects, engineers, and/or design companies
- Coverage will be in force for one (1) year after completion of the Project.
- Waiver of Subrogation required.

(4) Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

- Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or materially changed except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions and Workers Compensation Policies required herein.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Professional.
- The Professional shall provide copies of insurance certificates to the City prior to the City's execution of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired. Failure to provide certificates constitutes a breach of this Agreement.

9. Standards of Performance.

a. The Professional agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures, and performances ordinarily used by members of Professional's profession practicing under the same or similar circumstances, time, and locality.

b. The Project shall be designed and furnished in accordance with the most current codes and/or standards adopted by City, state, or federal government or in general custom and usage by the profession. The codes and standards used in the profession set forth minimum requirements.

c. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.

d. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall promptly correct any defective analysis at no cost to City. The City's approval, acceptance, use of or payment for all or any part of the Professional's services hereunder or of the Project itself shall in no way alter the Professional's obligations or the City's rights under this Agreement.

e. The Professional shall submit all final construction and support documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. As applicable, the Professional shall provide the City with record "as-built" drawings relating to the Project, in an electronic format that is acceptable to the City. The City shall be in receipt of record drawings, if applicable, prior to final payment.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES OR OTHER PERSON OR ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF

OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law, except as otherwise provided in Subchapter I of Chapter 271 of the Texas Local Government Code to the extent applicable. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder, provided that nothing in this Release provision shall expand or otherwise alter Professional's indemnification obligation set forth above. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in its subcontracts, a release and indemnity in favor of the City in the same form as above.

11. Notices.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United

States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

CITY:	PROFESSIONAL:
City of Friendswood	HDR Engineering, Inc.
910 S. Friendswood Drive	4828 Loop Central Drive, Suite 800
Friendswood, Texas 77546	Houston, Texas 77081-2220
Attn: Morad Kabiri	Attn: David Weston
Title: City Manager	Title: Vice President, Gulf Coast Manager

Each Party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other Party.

12. Captions.
Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.
The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer of any public body which may be a Party hereto.

14. Termination of Agreement.
The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the City Manager to the Professional of the City's election to do so. Furthermore, the City may terminate this Agreement with written notice to Professional if the Professional breaches this Agreement, but only after providing Professional seven (7) days' written notice of the breach during which the Professional shall have the opportunity to cure. If the breach is not cured within such timeframe, the City may terminate this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;

(b) failing to pay any payments due the City, state, or federal government from the Professional or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against the Professional;
(d) the dissolution of the Professional;
(e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time period specified in this Agreement;
(f) failing to complete Work within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Changes.
The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

16. Personnel.
a. The Professional represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

17. Reports and Information.
The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

18. Independent Contractor.
The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.

19. Civil Rights.
The Professional shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

20. Interest of Professional and Employees.
The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

21. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.

22. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.

23. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.

24. Time is of the Essence.
Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

25. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only.

26. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

27. Waiver.
No waiver by either Party to this Agreement 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.

28. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, on the subject matter hereof.

29. Severability.
All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

30. Ambiguities.
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

31. Authority.

The officers executing this Agreement on behalf of the Parties hereby represent that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ___ day of _____, 2023, the date of execution by the City Manager of the City of Friendswood.

CITY:
City of Friendswood

_____
MORAD KABIRI, City Manager

PROFESSIONAL:
HDR Engineering, Inc.

_____
(Signature)

David C. Weston
(Printed Name)

Vice President
(Title)

ATTEST:

_____
LETICIA BRYSCH, City Secretary

ATTEST:

_____
(OFFICER OR SECRETARY)
Elizabeth C. Buell, Assistant Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

EXHIBIT "A"
Scope of Work

A. PROJECT INFORMATION

The Professional completed the design of Blackhawk Boulevard Reconstruction Phase II in July 2019. This package was shelved due to the construction funds that were not available. Recently, Harris County indicated to the City that they plan to participate in funding to complete the remaining sections of Blackhawk Boulevard. Phase II-B segment is from where the Package A limits end (approximately Sta. 31+15) through Geneva intersection (approx. Sta. 20+00). Design for Phase II-B has been completed and this segment of Blackhawk Boulevard is currently under construction.

The Professional under this Agreement shall perform one (1) design package for Phase II-C. Phase II-C is approximately from Geneva Drive to FM 2351 (0.39-mile) and Thursa Lane to FM 528 (0.16-mile). Due to budget constraints, Package C was postponed until fiscal year 2024. The Project includes paving, drainage, and water line. As part of this Project, a segment of the proposed 24" transmission water main alignment is proposed along Blackhawk Boulevard between FM 2351 and Edenvale Street. This transmission main is to be designed and constructed concurrently with the reconstruction project to minimize inconvenience to residents.

In April 2017, the Professional completed a Phase 1 Environmental Site Assessment (Phase I ESA) for the length of Blackhawk Boulevard including the limits of Package C. Several RECs (four gas station sites and one dry cleaner site) were identified within the boundaries of Package C. In February 2023, THE PROFESSIONAL completed an updated Phase I ESA for the length of Blackhawk Boulevard including the limits of Package C. During this Phase I ESA, one additional REC, a dry cleaner site, was identified. Through the review of the identified RECs in relation to the project limits, the Professional completed a Phase II ESA within the vicinity of the RECs in March 2023. The City of Friendswood has requested a proposal for an updated Phase I ESA to provide valid CERCLA defenses ("innocent landowner" and "bonafide prospective purchaser" protections) for the existing RECs, modify any exiting RECs and determine the presence of any additional RECs with potential to impact the project limits. In addition, the ESA II for the project area recommended a Soil Management Plan to assist with project and construction related activities.

B. SCOPE OF SERVICES

Basic Services: The Professional shall provide the following scope of services after the City's issuance of a notice to proceed:

1. Design Phase Services
   The Professional shall perform the following Design Phase Services for Blackhawk Boulevard Reconstruction Phase II-C from Geneva Drive to FM 2351 and Thursa Lane to FM 528:

a. Project Management and Meetings
   (1) Perform project management activities throughout the duration of the project design.
   (2) Attend one (1) kick-off meeting with the City, which includes the creation of an agenda and formulation of meeting minutes.
   (3) Host one (1) internal kick-off meeting, which includes the creation of an agenda and formulation of meeting minutes.
   (4) Coordination with subconsultant (Garver) on the final design phase of the 24-inch water transmission line.
   (5) Attend one (1) 60% submittal review meeting with the City, which includes the creation of an agenda and formulation of meeting minutes.
   (6) Attend one (1) 90% submittal review meeting with the City, which includes the creation of an agenda and formulation of meeting minutes.

b. Quality Control
   (1) Perform a 60% Quality Assurance/Quality Control review.
   (2) Perform a 90% Quality Assurance/Quality Control review.
   (3) Perform a 100% Quality Assurance/Quality Control review.

c. Repackage Design 1.3.1 60% Submittal
   (1) Coordinate with respective entities to request utility information and include in the Computer Aided Drafting (CAD) drawings.
   (2) Update front-end plan sheets to reflect the updated project limits. (Plans sheets include cover sheet, index, general notes, survey control map, project layouts, and drainage area map).
   (3) Update Plan and Profile (P&P) sheets to include revised tie-in locations for paving, drainage, and water lines.
   (4) Incorporate design plan of Garver's 24-inch water transmission line design into plan sheets.
   (5) Review and incorporate plan and profiles.
   (6) Perform a site visit to observe updated changes and to walk the 24" water transmission line alignment with City and Garver.
   (7) Update Storm Water Pollution Prevention Plan (SWPPP) notes, layouts, and details.
   (8) Review and update back-end plans (City's details).
   (9) Show limits of tree protections in plan sheets. Determine if additional tree protection plans are needed for the 24" water transmission line.
   (10) Perform quantity take-off, unit price research, and develop Opinion of Probable Construction Cost (OPCC).
   (11) Compile list of required specifications.
   (12) Address QA/QC comments.
   (13) Complete 60% project submittal.

d. 90% Submittal
   (1) Incorporate 60% comments from the City into the design plans.
   (2) Adjust the Traffic Control Plan (TCP) to updated project limits while incorporating the 24-inch water line phasing and details.
   (3) Temporary Signal Layout/Details for the mast arm at FM 2351 and span wire at FM 528.
   (4) Update the signing and marking plan including details.
   (5) Update the front-end documents, special conditions, measurement and payment, and technical specifications with the City's specifications.
   (6) Perform quantity take-offs, unit price research, and update the OPCC.
   (7) Address QA/QC Comments.
   (8) Complete 90% project submittal.

e. Final Submittal
   (1) Incorporate 90% comments from the City into the design plans.
   (2) Perform quantity take-off and OPCC adjustments with an independent person for accuracy.
   (3) Update the City's specifications for bidding purposes.
   (4) Address QA/QC comments.
   (5) Finalize Construction Documents and Submit to the City.
   (6) Fill out the Texas Department of Licensing and Regulation (TDLR) application for submittal.

2. Bid Phase Services

The City will enter into this phase after the acceptance of the Design Phase documents for Phase II-C. The Professional shall:

a. Assist the City in obtaining bids for the project from qualified bidders. The City will advertise the project and will absorb all related advertising costs. The Professional will coordinate with the City and will assist in developing the wording of the advertisement.
b. Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary.
c. Distribute construction documents from the Professional's office to potential bidders. During the bidding process, provide information to and answer questions from potential bidders concerning the Project's bidding documents and prepare addendums as necessary.
d. Attend one (1) bid opening that will be held in person.
e. Create bid tabulations, evaluate the bids and the qualifications of the apparent low bidder and provide a Letter of Recommendation to the City as to the acceptability of the apparent low bidder.
f. Review and check the bids for any mathematical errors.
g. Prepare a Letter of Recommendation to be submitted to the City.
h. Attend one (1) City Council Meeting for Awarding of Contract.

3. Construction Administration (Estimated 18-month duration)
   a. The Professional will perform project management responsibilities as necessary throughout construction phase.
   b. The Professional will prepare contracts for execution.
   c. Attend one (1) pre-construction meeting and generate meeting minutes.
   d. Review and respond accordingly to contractor submittals (assume 30) as required by the contract specifications.
   e. Attend one (1) monthly meeting (assume up to18 meetings).
   f. The Professional will perform site visits (approximately 18 times) at various stages 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. Detailed measurements and investigations are not part of this task. Site representation is not included as part of Construction Administration.

      The Professional 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). The Professional'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 the Professional 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, the Professional will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in such work and may recommend the City disapprove or reject work failing to conform to the Contract Documents.
   g. Prepare monthly meeting agenda and meeting minutes. Meeting minutes will be distributed after each meeting.
   h. Review the contractor's pay estimates (assume 18) based on City's and Contractor's verified quantities and make payment recommendations to the City.
   i. Review and respond to contractor Request for Information (RFI) as necessary. The Professional will assume 10 RFI's.
   j. Prepare change orders (Assume 4) necessitated by field conditions or at the City's direction.
   k. Conduct an initial walk-through of the Project at completion, create walkthrough punch list, and attend final walkthrough.
   l. Assist with project close out process.
   m. Provide one (1) set of reproducible record plans (As-Builts) in an electronic format based on the red line drawings provided to the Professional by the Contractor(s) and verified by the City inspector.

Special Services: The Professional shall provide the following scope of services only after the City's issuance of a notice to proceed for each special service:

1. Redesign through lane on Blackhawk Boulevard at FM 528 and Coordination with the Developer and Texas Department of Transportation (TxDOT).
From the meeting with City and developer who is extending Blackhawk Blvd east of FM 528, the developer requested that the Professional redesign the median to add a through lane. This task would include design, coordination and meetings for proposed through lane with developer and TxDOT.

2. TxDOT permitting at FM 2351 and FM 528
This task to include the permit to add the through lane on Blackhawk Blvd. at FM 528. This may require a street tie in permit. This task would also include coordination and meetings to obtain approval for proposed traffic control and temporary signals from TxDOT. These costs do not include any potential fees associated for obtaining approval. The City will be responsible for any fees if required for the reviewing entity.

3. Phase I Environmental Site Assessment (Phase I ESA) Update
The Professional shall update the Phase I ESA to be prepared in accordance with the American Society for Testing and Materials (ASTM) E1527-21 Standard Practice for Phase I ESAs. The goal of the Phase I ESA is to update and identify RECs within and in the vicinity of the project limits that may adversely affect the City's future use of the project limits or cause potential long term environmental compliance obligations. One of the goals of completing a Phase I is to provide "innocent landowner" and "bonafide prospective purchaser" protections afforded by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and all appropriate inquiry protocols. Due to the age of the current ESA nearing one (1) year at the time of this executed contract, a new Phase I ESA is required.

The Phase I services will be completed pursuant to ASTM E1527-21 standards. Information can be used as supporting documentation to design or construction documents and bid packages to properly cost and provide appropriate health and safety.

a. Subtasks in the Phase I ESA include:
   (1) The Professional will order and review database reports for the vicinity of the project limits pursuant to the ASTM standard radius distances and databases. The database report will conform to ASTM standards.
   (2) Two of the Professional's scientists shall conduct a site visit that will include review of the project limits from public venues. The Professional does not anticipate entering into structures or private parcels along the corridor unless access has been granted.
   (3) The Professional shall review historic aerial photographs and topographic maps of the project limits.
   (4) The Professional will prepare a draft of the updated Phase I ESA report. The report will be transmitted in electronic (PDF) formats. The following information will be included in the update report:

(a) Site soils, vegetation, and drainage characteristics
(b) Chain of title review
(c) Site and surrounding land use details and history
(d) Historic aerial photographs and topographic maps
(e) Floodplains and natural features
(f) Proximity of landfills, petroleum storage tanks, etc.
(g) Site Visit
(h) Interviews with relevant individuals knowledgeable about the area and any changes that have occurred since the last Phase I ESA
(i) Environmental records search with sources and citations (A above)
(j) Previous Phase II ESA detailed review of findings
(k) Updated RECs posing any potential liability to the project
(l) Updated photos of the project limits

b. Phase I ESA Assumptions:

(1) The Phase I ESA will be conducted on the project limits as outlined in the Project Understanding section above (0.55-mile).
(2) Reasonable site access is available to the project limits using road worthy vehicles. The Professional will observe properties from public vantage points only.
(3) Chain of title reports will only be requested from the Client for sites that have an industrial history, or some other indicator is discovered during the data review that triggers the need for investigation of title history. Costs for title reports have not been included in our estimate. If required, a supplemental scope and fee agreement will be required.
(4) The Professional will conduct interviews (oral or written) with a landowner or city manager familiar with the area and historic use of the project limits.
(5) The Professional will not contact individual landowners in the residential area without prior consent from the client.
(6) Site reconnaissance for the Phase I ESA will be conducted during a one-day mobilization using two staff members of the Professional.
(7) The Professional staff will not enter or inspect residences or habitable structures but will make general observations of the structure conditions from outside.
(8) The scope and fee estimate does not include a letter of reliance.
(9) If additional property is acquired and added to the project limits, or project designs are modified requiring modification of the database report area, a supplemental scope and fee agreement will be required.

4. Soil Management Plan (SMP)

The Professional shall prepare a SMP that can be included in a bid specification for construction or design documents to guide contractors to identify and manage unsuitable soils identified during construction.

a. Subtasks in the SMP include:

(1) One (1) meeting with the Client to review the task deliverables.

(2) One (1) draft electronic .pdf copy of the SMP will be provided. The Professional will respond to one (1) round of consolidated comments and submit a final SMP for inclusion into bid specification.

(3) The SMP will be completed based on the RECs and findings identified in the most recent Phase I and II ESA.

(4) The SMP may require updates if conditions change on the site during design and construction.

b. SMP Assumptions:

(1) The Client will designate a location to stage impacted soil encountered during construction of the project, if encountered.

(2) Soils will be tested with a Photoionization Detector (PID) during excavation. Soils with a PID reading greater than 25 ppm will be placed into the approved staging area.

(3) Impacted soil can be used within the excavation. However, the City may elect to dispose of the impacted soil, if encountered.

(4) Testing and transport of impacted soil to a landfill is not included as part of this scope. If requested, additional scope can be created. The below bullets refer to additional assumptions relating to the testing and transport of impacted soil.

i. Soil would be placed into drums, dumpsters or placed on plastic depending upon the volume of material encountered. All containers or piles would require that a cover be maintained through disposal.

ii. Samples would be collected from each different area of contaminated materials (e.g., fuel release or dry cleaner (solvent) release). Grab and composite samples will be analyzed for the receiving landfill disposal parameters. This may include Toxicity Characteristic Leaching Procedure (TCLP) VOC, TCLP SVOC, TCLP Metals, ignitability, reactivity and corrosivity. The landfill may require additional analysis, and coordination should be completed prior to soil sampling.

iii. Water used for decontamination of equipment will be placed directly onto the pile, dumpster or drum. Use of water will be minimalized.

iv. The soil should be disposed of within ninety (90) days of collecting the soil samples.

v. Weight tickets from soil disposal shall be provided by the trucking company to track volume of material disposed.

(5) If materials are deemed to be hazardous, the Client will designate a person to sign manifest prior to shipment.

(6) Groundwater is not expected and has not been addressed as part of the SMP.

c. Reimbursables

(1) A budgetary amount will be allocated for reproduction including but not limited to: Civcast fee for bidding phase, EDR Report, bid and construction sets, specifications, submittals, and record drawings. Reimbursable material charges will be invoiced on the basis direct cost plus ten pecent (10%).

(2) A budgetary amount for mileage will be set as part of this contract and will be billed at the prevailing IRS rates.

d. 24" Water Line Design by Garver

Per the City's request, a segment of 24" water line route is proposed along Blackhawk Boulevard from FM 2351 to Edenvale Street. This segment is approximately 1,500 LF and will be designed by Garver who is a subconsultant to the Professional. Garver will design the proposed 24" transmission water line and provide final signed and sealed design drawings and specifications, assist the Professional in bidding phase and construction administration phase services. See attached Garver proposal.

e. Urban Forestry budget for Tree Protection Plans for 24" water transmission line

With the proposed 24" water line added to the Blackhawk Boulevard reconstruction, a budgetary amount is added to update tree protection plans based on the proposed 24" water alignment. The alignment will be finalized during the design phase and will require coordination with the C.N. Koehl Urban Forestry services to update tree protection plans.

f. TDLR Review, Inspection, and Filing

The Professional will utilize Otten Consulting Group who specializes in projects that require a formal review by the TDLR. This is required for this project to meet the requirements of the Americans with Disabilities Act with regards to accessibility standards.

Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. Additional services may include, but not be limited to, the following:

1. Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond the Professional's control.

2. Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.

3. Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.

The Professional will endeavor to apprise the City of any potential additional or extended services that may result from the above-listed items, prior to the Professional's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to the Professional.

Exhibit "B"
Compensation

Basic Services

Basic and Special Services required under this Agreement shall be a fee not to exceed FIVE HUNDRED TEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 80/100 DOLLARS ($510,749.80) for the Project based upon the following and as detailed in Exhibit "B-1" which is attached hereto and incorporated herein for all intents and purposes:

Basic Services	
Description	**Cost Not-to-Exceed**
Design Services (Lump Sum)	$188,895.00
Bid Phase Services (Lump Sum)	$8,760.00
Construction Phase Services (Hourly)	$115,475.00
Total Basic Services	**$313,130.00**
Special Services	
Description	**Cost Not to Exceed**
FM 528 Redesign and Coordination (hourly)	$15,160.00
TxDOT permitting at FM 2351 and FM 528 (hourly)	$16,280.00
Phase I ESA Update (Lump Sum)	$7,550.00
Soil Management Plan (Lump Sum)	$11,650.00
Reimbursables (Cost Plus 10%)	$6,600.00
24" Transmission Water Line Design (Cost plus 10%)	$131,304.80
Urban Forestry Services for Tree Protection Plans (Cost plus 10%)	$7,700.00
TDLR (Cost plus 10%)	$1,375.00
Total Special Services	**$197,619.80**
Total Basic and Special Services	**$510,749.80**

*Hourly services will be based upon direct labor times a factor of 3.10

Reimbursable expenses shall include costs for incidental items such as parking, mileage, deliveries, and copies. Such expenses will be invoiced to the City at the Professional's direct cost plus 10%, except that mileage will be invoiced at the IRS rate, which is currently $0.655 per mile. Reimbursable expenses will not exceed SIX THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($6,600.00).

Additionally, expenses associated with transportation, including, but not limited to, meals, travel, and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the Parties hereto agree and understand that the City shall not be liable, and the Professional shall not make a claim against the City for any such expenses.

Exhibit "B-1"

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	Traffic Engineer	Cadd Operator	QC Coordinator	QC Reviewer (General)	Sr. Hazmat QC Reviewer	Environmental Project Manager	Environmental Scientist I	GIS Analyst	Project Acct.	Admin	Construction Manager	Expenses	Quantity	Total Amount
1	**Design Basic Services**	8	26	242	5	357	20	319	6	36	0	1	5	0	16	14	0	0	**1055**	**$188,895.00**
1.1	**Project Management and Meetings**	5	8	82	1	55	5	21	0	0	0	1	5	0	16	0	0	0	**199**	**$38,770.00**
1.1.1	Project Management	4		24											16				44	$8,720.00
1.1.2	Kick-Off Meeting w/ City including agenda and minutes		3	5		8													16	$3,225.00
1.1.3	Kick-Off Meeting Internal, including agenda and minutes	1	1	3	1	1	1	1				1	1						11	$2,635.00
1.1.4	Coordination with Subconsultant (Garver) on 24" water line		4	40		30		20											94	$18,080.00
1.1.5	60% Submittal Review Meeting with City including agenda and minutes			6		8							4						18	$2,950.00
1.1.6	90% Submittal Review Meeting with City including agenda and minutes			4		8	4												16	$3,160.00
1.2	**Quality Control**	3	0	3	0	0	0	0	6	36	0	0	0	0	0	0	0	0	**48**	**$13,305.00**
1.2.1	60% QA/QC	1		1					2	12									16	$4,435.00
1.2.2	90% QA/QC	1		1					2	12									16	$4,435.00
1.2.3	Final 100% QA/QC	1		1					2	12									16	$4,435.00
1.3	**Repackage Design**	0	18	157	4	302	15	298	0	0	0	0	0	0	0	14	0	0	**808**	**$136,820.00**
1.3.1	**60% Submittal**	0	7	85	4	136	0	160	0	0	0	0	0	0	0	0	0	0	**392**	**$66,945.00**
1.3.1.1	Utility Request/Coordination, cadd utility information			4		24		12											40	$5,960.00
1.3.1.2	Update Front End Plans to project limits (cover, index, GN, survey control map, layouts, drainage area map)			6		12		24											42	$6,750.00
1.3.1.3	Revise tie-in points for paving, drainage and water line on P&Ps			4		8		12											24	$3,880.00
1.3.1.4	Review and incorporate plan and profiles		4	40	4	20		60											128	$24,380.00
1.3.1.5	Site visit for updated changes and 24" water line alignment			8		10		8											26	$4,500.00
1.3.1.6	Update SWPPP Notes, Layout and Details			1		4		8											13	$2,005.00
1.3.1.7	Back End Plans (City's details)			2		4		8											14	$2,250.00
1.3.1.8	Show limits of Tree Protection			2		6		4											12	$1,890.00
1.3.1.9	Quantity Take-off, unit price research and OPCC		2	6		24													32	$5,230.00
1.3.1.10	List of Specifications		1	2		4													7	$1,330.00
1.3.1.11	Address QA/QC Comments			6		12		20											38	$6,130.00
1.3.1.12	Complete Submittal			4		8		4											16	$2,640.00
1.3.2	**90% Submittal**	0	7	45	0	98	10	98	0	0	0	0	0	0	0	10	0	0	**268**	**$45,095.00**
1.3.2.1	Incorporate 60% City Comments		2	8		12	4	24											50	$9,020.00
1.3.2.2	Adjust TCP to project limits, incorporate 24" water line phasing and details		2	8		16	2	30											58	$9,900.00
1.3.2.3	Temporary Signal Layout /Details (mast arm at FM 2351 and span wire at FM 528)			2		4	4	12											22	$4,010.00
1.3.2.4	Signing and Marking Plan /Details			1		2		4											7	$1,125.00
1.3.2.5	Update with City's Specifications (Front End, Special Conditions, Measurement and Payment and Technical Specifications)		1	10		32										10			53	$7,980.00
1.3.2.6	Quantity Take-off, unit price research and OPCC		2	6		16													24	$4,190.00
1.3.2.7	Address QA/QC Comments			6		12		20											38	$6,130.00
1.3.2.8	Complete Submittal			4		4		8											16	$2,740.00
1.3.3	**Final Submittal**	0	4	27	0	68	5	40	0	0	0	0	0	0	0	4	0	0	**148**	**$24,780.00**
1.3.3.1	Incorporate 90% City Comments		2	8		12	4	24											50	$9,020.00
1.3.3.2	Quantity Take-off including independent person and OPCC		2	6		32													40	$6,270.00

WBS	Task Name	Principal	Senior Project Manager	Project Manager	Senior Drainage Designer	Project Engineer	Traffic Engineer	Cadd Operator	QC Coordinator	QC Reviewer (General)	Sr. Hazmat QC Reviewer	Environmental Project Manager	Environmental Scientist I	GIS Analyst	Project Acct.	Admin	Construction Manager	Expenses	Quantity	Total Amount
1.3.3.3	Update City's Specifications for bidding			4		8										4			16	$2,440.00
1.3.3.4	Address QA/QC Comments			4		8		12											24	$3,880.00
1.3.3.5	Finalize Construction Documents and Submit to City			4		4	1	4											13	$2,405.00
1.3.3.6	Fill out TDLR application for submittal			1		4													5	$765.00
2	**FM 528 Redesign and Coordination**	0	0	20	0	24	12	24	0	0	0	0	0	0	0	0	0	$ -	**80**	**$15,160.00**
3	**TxDOT permitting at FM 2351 and FM 528**	0	2	24	0	40	8	12	0	0	0	0	0	0	0	4	0	$ -	**90**	**$16,280.00**
4	**Phase I ESA Update**	0	0	2	0	0	0	0	0	0	2	13	28	3	1	4	0	$ -	**53**	**$7,550.00**
5	**Soil Management Plan**	0	2	4	0	0	0	0	0	0	10	8	32	8	1	2	0	$ 1,000.00	**67**	**$11,650.00**
6	**Reimbursable**																	$ 6,000.00		**$ 6,600.00**
7	**Bid Phase**	0	0	20	0	20	0	0	0	0	0	0	0	0	0	12	0	0	**52**	**$8,760.00**
7.1	Assist the City with Bidders			1		1													2	$375.00
7.2	Pre-Bid Agenda, Conference & Prepare Minutes			4		8													12	$2,020.00
7.3	Addenda & Answer Questions			8		4													12	$2,480.00
7.4	Attend Bid Opening			2															2	$490.00
7.5	Prepare Bid Tabulation															4			4	$420.00
7.6	Review/Check Bids for Mathematical Errors			1		3													4	$635.00
7.7	Prepare Letter of Recommendation			2		4										8			14	$1,850.00
7.8	Attend Council Meeting for award of contract			2															2	$490.00
8	**Construction Administration (Estimated 18-month duration)**	0	10	257	0	198	0	58	1	4	0	0	0	0	40	12	30	0	**610**	**$115,475.00**
8.1	Project Management			40											40				80	$13,400.00
8.2	Prepare contracts for execution			1		2										4			7	$925.00
8.3	Pre-con meeting and minutes			4		6													10	$1,760.00
8.4	Submittals (assume 30)			20		10											30		60	$14,600.00
8.5	Monthly meeting (assume 18 meeting 2 hr each)		4	36		36													76	$14,780.00
8.6	Site Visits (18 times)		2	18		18													38	$7,390.00
8.7	Preparing agenda, meeting minutes, and send them out			18		54													72	$11,430.00
8.8	Pay Estimates (assume 18)			36															36	$8,820.00
8.9	RFI (assume 10)		2	40		30		10											82	$15,890.00
8.10	Change order (Assume 4)		2	24		16		8											50	$9,840.00
8.11	Attend Final Walkthrough			8		8													16	$3,000.00
8.12	Close out			6		2										8			16	$2,570.00
8.13	Incorporate As-Builts into Record Drawings			6		16		40	1	4									67	$11,070.00

Task	Fee Summary	
1	Design Basic Services	$188,895.00
2	FM 528 Redesign and Coordination	$15,160.00
3	TxDOT permitting at FM 2351 and FM 528	$16,280.00
4	Phase I ESA Update	$7,550.00
5	Soil Management Plan	$11,650.00
6	Reimbursable	$6,600.00
7	Bid Phase	$8,760.00
8	Construction Administration (Estimated 18-month duration)	$115,475.00
SUB	24" Water Line Design by Garver	$131,304.80
SUB	Urban Forestry Services	$7,700.00
SUB	TDLR (Cost Plus 10%)	$1,375.00
	Total:	**$510,749.80**

Exhibit "C" Schedule

Basic Services	
Description	**Completion**
Kickoff Meeting	14 days from Notice to Proceed
Design Services	240 calendar days
Bid Phase Services	Upon commencement of Construction Phase Services
Construction Phase Services	Upon final payment to Contractor
Special Services	
Description	**Completion**
TDLR	Prior to Bid Phase
Phase I ESA Update and Soil Management Plan Draft Phase I ESA Report Final Phase I ESA Report	60 calendar days prior to letting 10 business days of receipt of written comments from City

*Business day means any day except any Saturday, any Sunday, or any day which is the City recognizes as a holiday.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/22/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the Deepwood Drainage Improvement Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City acquired various lots adjacent to Minglewood Lane, Woodvine Street, and Deepwood Drive (the "Property") through FEMA's Hazard Mitigation Grant Buyout Program to mitigate future disaster losses within the City. The Galveston County Consolidated Drainage District ("District") desires to develop, construct, and maintain detention facilities on the Property for flood control, flood plain management, and flood damage prevention purposes (the "Project"). As such, this proposed agreement grants the District the right to do so; provided the District:

- creates a drainage model highlighting the proposed improvements;
- engages a professional engineer to create a preliminary engineering report and to prepare plans and specifications for the construction of the Project, which report, plans and specifications are subject to the City's review and approval;
- competitively bids the construction of the project;
- obtains the required insurance and bonds from the selected contractor prior to the start of construction of the Project;
- constructs the Project in accordance with the plans and specifications approved by the City;
- provides the City record drawings of the Project; and
- maintains the Project in perpetuity.

The design and construction phase of the Project are to be complete within one year but, upon agreement of the District and the City, the completion date may be extended for additional one-year periods until construction is complete.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood - GCCDD Interlocal Agreement

INTERLOCAL AGREEMENT BY
AND BETWEEN
CITY OF FRIENDSWOOD AND
GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Interlocal Agreement ("Agreement") is made and entered into as of the ___ day of December, 2023, by and between the City of Friendswood, a home-rule municipal corporation located in Galveston and Harris Counties, Texas (the "City"), and the Galveston County Consolidated Drainage District, a conservation and reclamation district organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas (the "District"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, state law, including Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, the City and the District are each "local governments," as defined in the Act; and

WHEREAS, the corporate limits of the City includes territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of the City that is located within Galveston County is also located within the corporate boundaries of the District; and

WHEREAS, the City acquired the following properties located within the boundaries of the City and the District through FEMA's Hazard Mitigation Grant Buyout Program to mitigate future disaster losses within the City:

GCAD Property ID	Lot No.	Subdivision
200751	21	Clear Creek Woods
200778	58	Clear Creek Woods
203233	2	Rio Claro
200305	17	Almas Peridas
200301	12 & 13	Almas Perdidas
200302	14	Almas Perdidas
200303	15	Almas Perdidas
200304	16	Almas Perdidas
200734	2	Clear Creek Woods
200748	3,18 & NW 34.64' of 19	Clear Creek Woods

GCAD Property ID	Lot No.	Subdivision
200747	4 & 17	Clear Creek Woods
200755	25	Clear Creek Woods
200766	36	Clear Creek Woods

as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (collectively the "Property"); and

WHEREAS, the District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within the District; and

WHEREAS, in furtherance thereof, the District, which has the power of eminent domain, is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, the City and the District have determined the development of detention facilities on the Property (the "Improvements") are a necessary drainage improvement that will be beneficial to neighboring flood-prone properties; and

WHEREAS, the development and construction of such Improvements are governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City and the District (collectively the "Parties"; individually a "Party") have determined the that the development, construction and maintenance of the Improvements are governmental function in which the contracting parties are mutually interested; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the City and the District do hereby find, determine, and agree as follows:

1. Findings. The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.

2. Purpose. The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the acquisition of Property on which drainage facilities and other public infrastructure may be built.

3. City's Responsibilities.

   3.01 The City shall timely review and provide comments concerning the preliminary engineering report (the "PER") and the Construction Documents, as defined in Section 4.02 of this Agreement, for the Improvements on the Property.

   3.02 The City shall, by this Agreement, provide the District the use of the Property for the purposes of constructing detention facilities for flood control, floodplain management, and flood damage prevention purposes, and grant the District the appropriate easements and temporary rights of entry onto the Property to fulfill the District's construction and maintenance obligations hereunder.

3.03 The City shall maintain the Property with the exception of the Improvements, which the District will maintain in perpetuity pursuant to Section 4.06 of this Agreement.

4. District's Responsibilities.

4.01 The District shall, at its cost and expense, create a drainage model highlighting the improvements to the floodplain as a result of installing the Improvements.

4.02 Upon completion of the model, the District shall, at its cost and expense, design and subsequently construct the Improvements on the Property in accordance with all applicable laws, rules and regulations. The District shall provide engineering services and related support services necessary for the PER, and preparations of the plans, specifications, estimates and a project manual for the construction of the Improvements (the "Construction Documents"). The District shall submit the PER and the Construction Documents to the City for the City's review and comment when approximately 50, 90 and 100 percent complete. The City shall provide comments to the District within twenty (20) working days or the plans will be deemed approved. The District shall incorporate the City's comments into the PER and Construction Documents.

4.03 The District will cause to be inserted in the Construction Documents for the Improvements and any subsequent contract for the maintenance thereof an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and the City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction and/or maintenance of the Improvements or any associated improvements, or on account of any act of omission by the contractor. The District will require its contractor(s) to procure and maintain for the duration of the construction of the Improvements and any subsequent maintenance thereof, insurance coverages of types and amounts comparable to those required by the District for other similar projects, including but not limited to commercial general liability, business auto, and workers' compensation policies; to name the District and the City as additional insured parties on all liability insurance policies; to provide a waiver of subrogation in favor of the District and the City for all liability policies and on the contractor's workers' compensation policy; and to provide the District and the City with certificates evidencing such coverage upon request.

4.04 The District will award the construction contract for the Improvements in accordance with competitive bidding laws applicable to the District. The District's determination of the lowest responsible bidder, or best value proposer, if applicable, for the Improvements shall be final. The City shall have access at all reasonable times to the construction site and to all relevant drawings, specifications, Contract Documents, and records to verify that the Improvements are constructed in compliance with this Agreement. The District will include the City in all Project design and construction progress meetings.

4.05 Prior to the construction and any subsequent maintenance of the Improvements, the District shall obtain payment and performance bonds in the full amount of the contract price in accordance with state law. The City shall have no responsibility for

administration of the construction or maintenance contract and shall incur no obligation to any contractor thereby.

4.06 Once the Improvements are complete, the District shall restore that portion of the Property, which are not part of the Improvements, to the condition it was in prior to the District's construction activities and shall thereafter maintain the Improvements and any pilot channels/ancillary drainage components in perpetuity.

4.07 Within thirty (30) days of completion of the construction of the Improvements, the District shall provide the City with record drawings of the Improvements.

4.08 The District shall pay all costs in the performance of this Agreement and shall make those payments from its current, available revenues.

5. Term. The term of this Agreement, except for any obligations stated in this Agreement to be perpetual or in perpetuity, is for one (1) year; however, if the Improvements have not been constructed within such period of time, the City and the District may extend this Agreement for additional one-year periods until the construction is complete. The City or the District may terminate this Agreement, without cause, upon 30 days' written notice to the other party until such time as the District commences construction of the Improvements on the Property.

6. Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the Parties at the following address:

City:	District:
City of Friendswood	Galveston County Consolidated Drainage District
910 S. Friendswood Drive	1605 Whitaker Drive
Friendswood, TX 77546	Friendswood, TX 77546-4178
Attn: City Manager	Attn: Operations Manager
fwdcity@friendswood.com	Email: janderson@gccdd.dst.tx.us

A copy of any notice provided under this section shall also be emailed at the time of posting to the email addresses of the persons set out above.

7. Complete Agreement. This instrument contains the entire agreement between the City and the District relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both the City and the District.

8. Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

9. No Joint Venture; No Third-Party Beneficiary. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.

10. Force Majeure. Neither Party shall be liable for any damage, delay or loss due to Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of a Party, or any other causes not reasonably within the control of the Party.

11. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

12. Authority to Bind. Each Party represents and warrants that it has been authorized by its respective governing body. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

13. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD	GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT
_____	_____
MORAD KABIRI, City Manager (Date)	KEVIN HOLLAND, President (Date)
ATTEST:	ATTEST:
_____	_____
LETICIA BRYSCH, City Secretary	LONNIE MOFFITT, Secretary

Exhibit "A"

Shady Creek
Minglewood Ln
Timber Ln
Deepwood Dr
Woodvine (pvt)
Woodvine St
Oxnard Park
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1214
1215
1216
1233
1301
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1322
1325
1415
4418
4422
4426
4430
16902
16906
16910

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/28/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Agreement for the Purchase of Remote Sensing Data and Related Services with the Houston-Galveston Area Council.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the Interlocal Agreement for the Purchase of Remote Sensing Data and Related Services with the Houston-Galveston Area Council ("H-GAC"). Under this agreement, H-GAC will purchase remote sensing data, including LiDAR (Light Detection and Ranging) and all associated remote sensing services on behalf of the City in conjunction with its Geographic Data Workgroup, and the City will pay H-GAC a maximum of $2,000 for the services and materials.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Will be instrumental in assessing topographical changes from 2018 to 2024.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Interlocal Agreement - 2024 Lidar - H-GAC

INTERLOCAL AGREEMENT FOR PURCHASE OF REMOTE SENSING DATA AND RELATED SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Friendswood, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "City" having its principal place of business at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX 77546.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

WHEREAS, City desires to purchase certain governmental administrative functions, goods, or services specific to remote sensing including LiDAR (Light Detection and Ranging) and all associated remote sensing related services, and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and City are authorized to enter into agreements to perform governmental functions and services, and under Texas District Code § 391.005, H-GAC and City are authorized to contract together for H-GAC to perform certain services for City.

NOW, THEREFORE, H-GAC and City do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

City warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. H-GAC warrants and assures City that it possesses adequate legal authority to enter into the Agreement.

ARTICLE 2 APPLICABLE LAWS

H-GAC and City agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral or written agreements between the parties relating to matters herein. This Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The term of this Interlocal Agreement shall be effective when fully executed by all parties and continue thereafter until fully performed.

ARTICLE 5 SCOPE OF SERVICES

H-GAC agrees to purchase for City remote sensing data and all associated remote sensing services on behalf of City and the members of the Geographic Data Workgroup, as enumerated through the submission of a duly executed purchase order, order form, or resolution. All material purchased hereunder shall be in accordance with specifications established by City and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director.

City authorizes H-GAC to purchase services and materials specified by a purchase order.

Ownership (title) of material purchased shall transfer directly from the vendor to City.

ARTICLE 6 PAYMENTS

City agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to City during the current fiscal year, on or before the date of the delivery of materials and services to be provided.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Geographic Data Workgroup to be performed hereunder, with the prior written consent of the City Manager of City or his/her designee.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or City may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, City agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

ARTICLE 9 NOTICE

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the H-GAC at the following address:

Houston-Galveston Area Council
3555 Timmons Lane Suite 120
Houston, Texas 77027
Attn: Jochen Floesser, Director of Data Analytics & Research

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

City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: Morad Kabiri , City Manager

ARTICLE 10 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 11 FUNDING BY CITY

It is expressly understood and agreed to by the parties, such understanding and agreement being of the absolute essence to this Agreement, that City shall have the total maximum sum of $2,000.00 allocated to fully discharge any and all obligations created by the terms of this Agreement and that the total maximum sum City shall become liable to expend under the terms of this Agreement shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Article and certified as available therefore by the City's Director of Administrative Services.

ARTICLE 12 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLE 13 VENUE

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in triplicate originals, has been executed by the parties hereto as follows:

CITY OF FRIENDSWOOD	**HOUSTON-GALVESTON AREA COUNCIL**
BY ___*[signature]*_____ **DATE**_____	**BY**___*[signature]*_____ **DATE**_____
Morad Kabiri, City Manager	*Chuck Wemple, Executive Director*

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/31/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider on final reading an ordinance renaming Harold Whitaker Drive to Whitaker Drive.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Laurence Cline Subdivision plat, which was recorded in September of 2004, dedicated and named a certain public right-of-way Harold Whitaker Drive. Over time, the name of such roadway has become known as Whitaker Drive, not Harold Whitaker Drive.

A uniform road name for the City and other emergency service providers is vital to the health, safety and welfare of the citizens of the City of Friendswood as well as the general public. Since the City not only has exclusive authority over its roadways but also has the authority to adopt, amend and repeal any ordinance, rule or regulation necessary to carryout its powers, City staff believes that changing the name of the roadway from Harold Whitaker Drive to Whitaker Drive is appropriate and in the public interest.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Consistent use of a street name is imperative for emergency services, postal services, and utilities.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Street Name

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RENAMING HAROLD WHITAKER DRIVE TO WHITAKER DRIVE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the Laurence Cline Subdivision plat, which was recorded in September of 2004, dedicated and named a certain public right-of-way Harold Whitaker Drive; and

WHEREAS, over time, the name of such roadway has become known as Whitaker Drive, not Harold Whitaker Drive; and

WHEREAS, a uniform road name for the City and other emergency service providers is vital to the health, safety and welfare of the citizens of the City of Friendswood as well as the general public; and

WHEREAS, Section 551.001 of the Texas Local Government Code provides that the City Council may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Section 311.001 of the Texas Transportation Code provides that municipalities have exclusive control over and under the public highways, streets and alleys of the City; and

WHEREAS, in order to protect the citizens and visitors of the City of Friendswood and to ensure that first responders have identical street name information, the City Council finds that it is in the public interest to change the street name of Harold Whitaker Drive to Whitaker Drive; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Friendswood, Texas.

Section 2. That to ensure public safety, the City Council of the City of Friendswood hereby changes the name of Harold Whitaker Drive to Whitaker Drive.

Section 3. That the City Manager is authorized and directed to cause the installation of proper street signs and to amend City maps to reflect the above-described name change.

Section 4. That this resolution shall be effective immediately upon its passage and approval by the City Council of the City of Friendswood, Texas.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 6th day of November, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council this 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER City Attorney

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 09/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment I" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the first set for fiscal year 2023-2024.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. I
2. FY24 BA I Exhibit A 12-04-2023 - v2_AMC
3. FY24 BA I Exhibit B 12-04-2023 - reviewed

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT I" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

****

WHEREAS, by Ordinance No. 2023-20, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2023-24"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2023-24; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24," is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment I shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN HORNER, City Attorney

H:\City Council\Ordinances\2023\12-04-2023\Ordinance - Budget Amendment No. I.docx

City of Friendswood
Budget Amendment Summary
Fiscal Year 2023 – 2024
Budget Amendment I – Exhibit A
December 4, 2023

1. **Parks & Recreation Department – Donation for Centennial Park Improvements, $7,500.** Appropriate donation received in FY23 from Friendswood Youth Lacrosse, Inc. The donation will go toward the purchase of trash cans, benches, and trees in Centennial Park. Funds will be appropriated from unassigned general fund balance to the Parks Operations Division's operating equipment budget.

2. **Animal Control Donations, $200.** Appropriate unrestricted donations received in FY23. The funds will be appropriated from unassigned general fund balance to the Animal Control Division's operating supplies budget.

3. **Animal Control Donations, $210.** Appropriate unrestricted donations received in the current fiscal year. The funds will be appropriated to the Animal Control Division's operating supplies budget.

4. **Parks & Recreation Department – Senior Program Donations, $481.** Appropriate donations received in FY23 in memory of Helene Sireci, an active member of the Senior Program. Donations will be used to fund an activity in her honor. Funds will be appropriated from unassigned general fund balance to the Senior Program Division's community events/programs budget.

5. **2017 CDBG-DR (Harris County) Grant Reimbursement, $224,453.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond engineering. The City received a reimbursement of $224,453 for engineering services. Advance funding for engineering services was originally approved at the City Council meeting on November 2, 2020 (FY21). Therefore, the funds will be appropriated back to unassigned general fund balance.

6. **2017 CDBG-DR (Harris County) Grant Reimbursement, $199,678.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of $199,678 for construction services on pay apps 11 and 12. Funding for construction services pay apps 11 and 12 will be ratified at the January 8, 2024 City Council meeting. Funds will be appropriated back to unassigned general fund balance.

7. **Parks & Recreation – H-E-B Lighted Plaza Sponsorship, $5,000.** Appropriate sponsorship received from H-E-B. The funds will go towards additional lighting, signage, and banners at the Plaza in Stevenson Park for the Santa & Lighted Trail program. Funds will be appropriated to the Recreation Program's community events/programs account.

8. **Parks & Recreation, Parks Division – Donation for Bench at Dog Park, $1500,** Appropriate donation received from Iris Gale Jefford in FY23 for the purchase of a bench and plaque at the Dog Park. Funds will be appropriated from unassigned general fund balance to the Parks Division's operating equipment account.

9. **Public Works – Recycled Sign Materials, $2252.** Appropriate funds received from recycled sign materials. The appropriation will be recorded in the Streets Division to help offset the increased cost of sign making supplies.

10. **Police Department – Insurance Reimbursement, $11,145,** Appropriate insurance reimbursement from TML-IRP for the repair of P416 which was damaged in an accident on October 5, 2023. Funds will be appropriated to the Patrol Division's vehicle maintenance account.

11. **Parks & Recreation – Insurance Reimbursement, $3028.** Appropriate insurance reimbursement from TML-IRP for damage done to a light pole by City staff. The light pole was owned by United Rentals and will be repaired. Funds will be appropriated to the Parks Division's operating budget.

12. **Parks & Recreation – Hometown Bank Sponsorship, $10,000.** Appropriate sponsorship received from Hometown Bank of Friendswood for the "Home for the Holidays Lighted Christmas Trail" event. The sponsorship was received on November 6, 2023. Funds will be appropriated to the Recreation Program's community events/programs account.

City of Friendswood
December 4, 2023
2023-2024 Budget Amendment I - Exhibit B

BA Number	Account Number	Project Number		Amount
1	001-0000-30500		Appropriate donation received in FY23 for Centennial Park Improvements to the parks operating equipment account	(7,500)
1	001-6430-456.5800	PK0025	Appropriate donation received in FY23 for Centennial Park Improvements to the parks operating equipment account	7,500
2	001-0000-30500		Appropriate donation received in FY23 for Animal Control to the operating supplies account	(200)
2	001-2150-441.5400		Appropriate donation received in FY23 for Animal Control to the operating supplies account	200
3	001-0000-38600		Appropriate donations received in FY24 for Animal Control to the operating supplies account	(210)
3	001-2150-441.5400		Appropriate donations received in FY24 for Animal Control to the operating supplies account	210
4	001-0000-30500		Appropriate donations received in FY23 in honor of Helene Sireci to the community events/program account	(481)
4	001-6429-452.7910		Appropriate donations received in FY23 in honor of Helene Sireci to the community events/program account	481
5	123-10199		Reimburse unnasigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Dentention Pond Engineering Inv. 4-28	(224,453)
5	123-26010		Reimburse unnasigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Dentention Pond Engineering Inv. 4-28	224,453
5	001-14028		Reimburse unnasigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Dentention Pond Engineering Inv. 4-28	(224,453)
5	001-10199		Reimburse unnasigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Dentention Pond Engineering Inv. 4-28	224,453
6	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 11 & 12	(199,678)
6	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 11 & 12	199,678
6	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 11 & 12	(199,678)
6	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 11 & 12	199,678
7	001-0000-38600		Appropriate sponsorship received from H-E-B for lighted plaza at Santa & Lighted Trail program	(5,000)
7	001-6420-452.7910	SANTA	Appropriate sponsorship received from H-E-B for lighted plaza at Santa & Lighted Trail program	5,000
8	001-0000-30500		Appropriate donation received in FY23 for a bench at the dog park to the parks operating equipment account	(1,500)
8	001-6430-456.5800	PK0071	Appropriate donation received in FY23 for a bench at the dog park to the parks operating equipment account	1,500
9	001-0000-38210		Appropriate recylcing proceeds from the sale of scrap metal by the Public Works Street Division to the sign material account	(2,252)
9	001-3610-431.5474		Appropriate recylcing proceeds from the sale of scrap metal by the Public Works Street Division to the sign material account	2,252
10	001-0000-38310		Appropriate insurance proceeds from TML-IRP for repairs needed to P416 in the Police Patrol Division	(11,145)
10	001-2120-421.6300	P416	Appropriate insurance proceeds from TML-IRP for repairs needed to P416 in the Police Patrol Division	11,145
11	001-0000-38310		Appropriate insurance proceeds from TML-IRP for equipment property damage in the Parks Division	(3,028)
11	001-6430-456.6800		Appropriate insurance proceeds from TML-IRP for equipment property damage in the Parks Division	3,028
12	001-0000-34772		Appropriate sponsorship received from Hometown Bank for Lighted Christmas Trail	(10,000)
12	001-6420-452.7910	SANTA	Appropriate sponsorship received from Hometown Bank for Lighted Christmas Trail	10,000

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/16/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider on first reading an ordinance adopting an annually repeating 100% Updated Service Credit with Transfers and 50% Non-retroactive Cost of Living Adjustment Increase to Annuitants.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Texas Municipal Retirement System (TMRS) is offering a new non-retroactive repeating retiree cost of living adjustment (COLA) option to its member cities beginning in January 2024. Previously, the retiree COLA increase was calculated by multiplying the retroactive (cumulative) change in the consumer price index (CPI) since retirement by the COLA percentage adopted by the TMRS member city. Under the new retiree COLA option, the increase is calculated by multiplying the change in CPI for the one-year period ending 12 months before the COLA's effective date. Friendswood's current COLA increase model is based on 50% of the retroactive (cumulative) change in CPI and allows 100% updated service credit with transfers (allowing employees to transfer years of service at other government agencies into TMRS to meet the City's vesting and retirement eligibility requirement).

Adopting the new option provides the following benefits.

- Reduces member cities' unfunded TMRS retiree actuarial liability, which is the total cost of monthly payments if every eligible employee or beneficiary were to be paid out their actual and future estimated retirement benefits. For Friendswood, this reduction would be approximately $1.2M.
- Simplifies the COLA increase calculation by using a 12-month "look back" for all retirees versus a different COLA increase for each retiree based on the years since their individual retirement date.
- Possible budgetary savings from a slightly lower TMRS contribution rate by the member city due to the reduced unfunded TMRS retirees actuarial liability. For Friendswood, this savings would be approximately $100K in FY24 and with similar savings amounts possible in future years.

The change to a non-retroactive COLA increase, if adopted, will have minimal impact on the City's existing retirees. Monthly annuity payments to retirees would be, on average, about $6 less than with the retroactive COLA increase model.

The City of Friendswood charter requires two (2) readings of an ordinance to adopt the TMRS non-retroactive COLA increase model.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Reduces the City's unfunded actuarial liability with TMRS which lowers the City's TMRS contribution rate, resulting in potential budgetary savings

RECOMMENDATIONS

City staff recommend approval of the ordinance upon two readings to adopt a 100% updated service credit with transfers and a 50% ***non-retroactive*** cost of living adjustment increase for annuitants.

ATTACHMENTS

1. Ordinance - TMRS - HB2464
2. Friendswood Transmittal- USC_T_Non-retro_COLA_R
3. Friendswood-2024 Plan Change Study

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE CITY OF FRIENDSWOOD'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS BY (I) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER SECTION 853.404(F) AND (F-1) OF THE TEXAS GOVERNMENT CODE, AND (II) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Friendswood, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

WHEREAS, House Bill 2464, 88th Texas Legislature, R.S., 2023, added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

WHEREAS, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

WHEREAS, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

WHEREAS, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

WHEREAS, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and transfer Updated Service Credits; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. Adoption of Non-Retroactive Repeating COLAs. The City Council hereby adopts the Non-Retroactive Repeating COLAs, more particularly described as follows:

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by 50% of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this section.

(f) The amount of an increase under this section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial increase in annuities authorized by this section shall be effective on January 1 immediately following the year in which this ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the

determination set forth in TMRS Act §853.404(d), until this ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 2. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits. The City Council of the City of Friendswood authorizes the Annually Accruing Updated Service Credits and Transfer Updated Service Credits, as more particularly described as follows:

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601, both as to the initial grant and all future grants under this ordinance.

(c) The Updated Service Credit authorized and provided under this ordinance shall be 100% of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this section shall be effective on January 1 immediately following the year in which this ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 3. Effective Date. This ordinance shall become effective from and after its date of adoption.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN HORNER, City Attorney

PASSED, APPROVED and ADOPTED on second and final reading by the affirmative vote of the City Council 11th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN HORNER City Attorney

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November 6, 2023

Katina Hampton
Deputy Director of Admin Services - Finance
City of Friendswood
910 Friendswood Drive
Friendswood, TX 77546-3898

Dear Ms. Hampton:

We are pleased to enclose a model ordinance for your city to adopt:

100% Updated Service Credit with Transfers
&
50% Non-retroactive Cost of Living Adjustment Increase to Annuitants
Both Annually Repeating
Both Effective January 1, 2024

By adopting this ordinance, the city will not have to adopt an ordinance each year to re-authorize the calculation of Updated Service Credit and Cost of Living Adjustment. These benefits will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council.

With the adoption of these additional benefits, your city's contribution rate for 2024 will be **16.68%**.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

Colin Davidson
Director of City Services

TMRS Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Friendswood (00483)

Report Date - July 12, 2023

Plan Provisions	Current	Option 1	Option 2	Option 3
Deposit Rate	7.00%	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes	Yes	Yes
COLA	50% (Repeating)	50% (Repeating)	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	No	Yes	No
20 Year/Any Age Retirement	Yes	Yes	Yes	Yes
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	A & R	A & R	A & R	A & R
Contribution Rates	**2024**	**2024**	**2024**	**2024**
Normal Cost Rate	11.13%	10.93%	11.89%	11.71%
Prior Service Rate	5.93%	5.44%	8.45%	7.44%
Retirement Rate	**17.06%**	**16.37%**	**20.34%**	**19.15%**
Supplemental Death Rate	0.31%	0.31%	0.31%	0.31%
Total Contribution Rate	**17.37%**	**16.68%**	**20.65%**	**19.46%**
Unfunded Actuarial Liability	$14,374,840	$13,228,078	$20,694,640	$18,168,178
Amortization Period	20 years	20 years	20 years	20 years
Funded Ratio	86.2%	87.1%	81.2%	83.1%

* As of the December 31, 2022 valuation date, there were 54 employees with service in other TMRS cities eligible for transfer USC.

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/03/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution casting the City of Friendswood's ballot for the election of a person to serve on the Board of Directors of the Harris Central Appraisal District.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution casts the City of Friendswood's (the "City") ballot for the election of a representative to the Board of Directors of the Harris Central Appraisal District ("HCAD"), beginning January 1, 2024. With the passage of the Constitutional amendment proposed by H.J.R. 2, the term will be for one-year.

The City, along with other cities in Harris County, except the City of Houston, may nominate a representative for the HCAD Board of Directors and each entity must then cast its ballot for the nominee of its choice. Each governing body of each taxing entity is entitled to one vote for the candidate of its choice listed on the ballot.

Mr. Mike Sullivan is the only person nominated for the board position representing cities other than the City of Houston. This proposed resolution allows the City Council to cast its vote for Mr. Sullivan. The City's ballot must be received by the Harris Central Appraisal District no later than December 15, 2023. The Chief Appaiser will count the votes and declare a winner prior to December 20, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - HCAD Ballot
2. 2023 11 09 HCAD Letter and Ballot

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS CENTRAL APPRAISAL DISTRICT AND PROVIDING FOR THE EFFECTIVE DATE.

****

WHEREAS, the chief appraiser of the Harris Central Appraisal District, Harris County, Texas, has delivered to the Mayor of the City of Friendswood the name of the only person duly nominated as a candidate to serve in that position on the Board of Directors of the Harris Central Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in said appraisal district; and

WHEREAS, this City deems it appropriate and in the public interest to cast its vote for the candidate to fill such position; NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of Friendswood does hereby cast its vote for Mike Sullivan to fill the position on the Board of Directors of the Harris Central Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the Mayor is hereby authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District no later than December 15, 2023.

Section 4. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

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Harris Central Appraisal District
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

TO: Presiding Officers of Taxing Units
Served by the Harris Central Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the
Harris Central Appraisal District

DATE: October 26, 2023

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation and reclamation districts closed October 15, 2023. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

Bruce A. Austin and Martina Lemond Dixon are nominees for the position representing school districts other than Houston Independent School District and the junior college districts.

Alan Bentson, Jonathan Cowen, Michael Crayton, Bob Milner and Eugene Newson are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution***. The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 15, 2023***. The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2023, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 15, 2023, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Sincerely,

Roland Altinger, RPA
Chief Appraiser

Attachments

c: HCAD Board Members
Tax Assessors
Attorneys

(For Use by Cities Other Than the City of Houston)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS CENTRAL APPRAISAL DISTRICT

I, _____, certify that on the _____ day of

_____, 2023, the City Council of the City of _____ did by

resolution cast its ballot for the following nominee to serve as a member of the Board of

Directors of the Harris Central Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan [ ]

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON
TO THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT

WHEREAS, the chief appraiser of the Harris Central Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris Central Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of _____ does hereby cast its

vote for _____, to fill the position on the board of directors of the Harris Central Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District no later than December 15, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
City Secretary

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/03/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution casting the City of Friendswood's ballot for the election of representatives to the Galveston Central Appraisal District Board of Directors for 2024-2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the Council to cast its 100 votes for a person or persons to serve on the Galveston Central Appraisal District Board of Directors for a term beginning on January 1, 2024, and ending on December 31, 2025.

The City must submit its ballot to the Chief Appraiser before December 15, 2023, who will count the votes and submit the results to the governing bodies prior to December 31, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Elect a member to the Board of Directors of the Galveston Central Appraisal District.

ATTACHMENTS

1. Exhibit A - City of Friendswood Ballot
2. GCAD Letter outlining process
3. GCAD Letter and Ballot Instructions
4. Resolution - GCAD Ballot

GALVESTON CENTRAL APPRAISAL DISTRICT

9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2024-2025

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
100	City of Friendswood

CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	

- RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- DEADLINE: *before December 15th, 2023*

KLM : LDFF

Exhibit "A"

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

August 04, 2023

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Dear The Honorable Foreman:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 01, 2024, through December 31, 2025.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2022 tax levy (*Vote Allocation enclosed*), receives nominations, prepares, and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with a **written resolution.** Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15th, 2023**. You may also email the nominations to us at gcad@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 30th, 2023. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 15th,2023**.

I have enclosed a *Calendar of Events* for the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

Krystal L. McKinney,
Chief Appraiser

KLM:LDFF
Enclosures

ORIGINAL

GALVESTON CENTRAL APPRAISAL DISTRICT

2024-2025
Board of Directors Election

Section 6.03 Board of Directors
Formula of Voting Entitlement

Step 1	Subsection (d)	**2022** Voting Districts' Levy / Total of all Voting Districts' Levy **2022** **x 1000 = x 5**
Step 2	Subsection (e)	The Chief Appraiser calculates the number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement ***before October 1st, 2023.*** **(Mail out August 4th, 2023)** ****Mail out early so entities can put on SEP/OCT agendas****
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser ***before October 15th, 2023.***
Step 4	Subsection (j)	***Before October 30th, 2023,*** the Chief Appraiser prepares a ballot (*alpha order*) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	***Before December 15th, 2023,*** the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body **before *December 31st, 2023***.

GALVESTON CENTRAL APPRAISAL DISTRICT

2024-2025 Board of Directors Election

NOMINATION

VOTING UNIT **City of Friendswood**

You may nominate up to (5) five **before October 15th, 2023.**

NOMINEE(S)

1. _____
Name

_____
Address

_____
Telephone Number

2. _____
Name

_____
Address

_____
Telephone Number

3. _____
Name

_____
Address

_____
Telephone Number

4. _____
Name

_____
Address

_____
Telephone Number

5. _____
Name

_____
Address

_____
Telephone Number

Please note: The written resolution showing the nominee's name is required.

08-04-2023

DRAFT OF RESOLUTION TO SUBMIT WITH NOMINEE BALLOTS

A RESOLUTION OF
[[ENTITY NAME HERE]]

SUBMITTING THE NAMES OF FIVE NOMINEES OR LESSFOR ELECTION TO THE GALVESTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consist of five members who serve two-year terms beginning January 01; and

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

WHEREAS, the [[VOTING BODY]] of the [[ENTITY NAME]] is a voting unit in the Galveston Central AppraisalDistrict; and

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the [[VOTING BODY]] of the [[ENTITY NAME]] is entitled to submit the names of five nominees or less for election to the Board of Directors of the Galveston Central Appraisal District.

NOW, THEREFORE, BE IT RESOLVED BY THE [[THE VOTING BODY]] OF [[THE ENTITY VOTING]]:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by [[THE VOTING BODY]] and made a part hereof for all purposes.

SECTION 2. The [[VOTING BODY]] of the [[ENTITY NAME]] hereby nominates [[CANDIDATE NAME(S)]] for the selection to the Board of Directors for the Galveston Central Appraisal District, as shown in **"Exhibit A"** attached hereto and incorporated herein for all intents and purposes.

PASSED, APPROVED, AND ADOPTED on the ___ day of _____ 2023.

_____

Name of Presiding Officer

Position

ATTEST:

_____

Name of Witness

Position

INSERT SYMBOL OR SEAL OF ENTITY HERE

2024-2025 BOD Election Voting Allocation Sheet

ENTITIES	2022 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	$118,559,387.50	13.439%	134.3889721	671.9448603	554
Dickinson ISD	$81,188,062.34	9.203%	92.02797409	460.1398704	409
Friendswood ISD	$50,215,037.33	5.692%	56.91955222	284.5977611	288
High Island ISD	$2,811,062.20	0.319%	3.186384203	15.93192101	10
Hitchcock ISD	$14,362,346.58	1.628%	16.27995078	81.3997539	65
Clear Creek ISD	$119,344,585.00	13.528%	135.279006	676.3950302	743
Santa Fe ISD	$28,190,111.00	3.195%	31.95394409	159.7697204	146
Texas City ISD	$84,562,486.73	9.585%	95.85293839	479.264692	501
City of Galveston	$42,938,000.30	4.867%	48.67091374	243.3545687	252
City of Texas City	$34,424,756.37	3.902%	39.02101486	195.1050743	195
City of La Marque	$6,824,770.65	0.774%	7.735987267	38.67993634	37
City of Hitchcock	$3,221,241.80	0.365%	3.651329375	18.25664687	17
City of Jamaica Beach	$899,177.47	0.102%	1.01923212	5.096160601	5
City of Dickinson	$5,947,290.87	0.674%	6.741349828	33.70674914	36
City of Friendswood	$18,398,643.02	2.086%	20.8551577	104.2757885	100
City of Kemah	$919,244.61	0.104%	1.041978546	5.20989273	4
City of League City	$47,293,087.50	5.361%	53.60747511	268.0373755	309
City of Santa Fe	$2,731,745.92	0.310%	3.096477924	15.48238962	17
Village of Tiki Island	$2,521,843.26	0.286%	2.858549884	14.29274942	9
City of Bayou Vista	$1,066,300.71	0.121%	1.208669	6.043344999	6
Galveston County Road and Flood	$3,595,810.28	0.408%	4.075908769	20.37954385	23
GALVESTON COUNTY	$153,861,704.40	17.440%	174.4047159	872.0235794	983
Galveston College	$16,109,511.46	1.826%	18.26039027	91.30195133	91
College of the Mainland	$42,224,480.76	4.786%	48	239.3106393	199
Total Levy Amount Voting Entities:	$882,210,688.06	100.000%	1000	X5	5000

Formula: 2022 Voting Districts Levy/ Grand Total All Voting Levy	%	X1000	X5	equals # of Votes

Total votes to be elected: 834

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

October 27, 2023

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Dear The Honorable Foreman,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- The votes must be cast by written resolution.
- A copy of the resolution must accompany the completed ballot.
- Return the completed ballot and resolution before ***December 15th, 2023***.

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

Krystal L. McKinney
Chief Appraiser

KLM:ldff
Enclosures

GALVESTON CENTRAL APPRAISAL DISTRICT

9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 27, 2023

Mr. Morad Kabiri
City Manager
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Dear Mr. Kabiri,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- The votes must be cast by written resolution.
- A copy of the resolution must accompany the completed ballot.
- Return the completed ballot and resolution before ***December 15th, 2023***.

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

Krystal L. McKinney
Chief Appraiser

KLM:ldff
*Ballot & Resolutions enclosed in Presiding Officers letter

A RESOLUTION OF

City of Friendswood

VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2024-2025

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2024 through December 31, 2025; and

WHEREAS, The City of Friendswood is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of Friendswood to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of Friendswood,
This _____ day of _____, 2023.

_____
Presiding Officer

ATTEST:

_____
Signature and Title

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

2024-2025

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
100	City of Friendswood

CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	

- RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- DEADLINE: *before December 15th, 2023*

KLM : LDFF

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF UP TO FIVE (5) CANDIDATES TO THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE.

****

WHEREAS, the Chief Appraiser of the Galveston Central Appraisal District has delivered to the Mayor of the City of Friendswood the names of those persons duly nominated as candidates to serve on the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consists of five (5) members; and

WHEREAS, the City of Friendswood is a voting unit entitled to vote for up to five (5) candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired; and

WHEREAS, this City deems it appropriate and in the public interest to cast its votes for the candidate(s) of its choice to fill such positions; NOW THEREFORE

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That the City of Friendswood hereby casts its 100 votes for the following individual(s) to fill positions on the Board of Directors of the Galveston Central Appraisal District:

Nominee	Votes Cast
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	
TOTAL	**100**

Section 3. That the Mayor be, and he is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution along with the ballot, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to the Chief Appraiser of the Galveston Central Appraisal District on or before December 15, 2023.

Section 4. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood this 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/28/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution designating the City Manager as the Subrecipient Authorized Representative and granting the City Manager signatory authority for the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates the City Manager as the Subrecipient Authorized Representative and grants him signatory authority for the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating Authorized Representative for FEMA Grant Program

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE CITY MANAGER AS THE SUBRECIPIENT AUTHORIZED REPRESENTATIVE FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD MITIGATION ASSISTANCE GRANT PROGRAM; GRANTING THE SUBRECIPIENT AUTHORIZED REPRESENTATIVE SIGNATORY AUTHORITY FOR SUCH GRANT PROGRAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. That the City Council of the City of Friendswood hereby designates the City Manager as the Subrecipient Authorized Representative ("SAR") for the City of Friendswood for all purposes under the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program.

Section 2. That the SAR designated in Section 1 is hereby designated as the signatory authority to apply for and accept grants concerning the Federal Emergency Management Agency's Grant Program on behalf of the City of Friendswood.

Section 3. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/22/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider accepting the Industry Park Friendswood Phase II Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Coastal Bend Development contracted with SER Construction Partners, LLC, to construct a new waterline and appurtenances at Industry Park Friendswood Phase II for its development.

City staff has inspected the waterline and have found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, SER Construction Partners, LLC, to correct any work found deficient during the one-year period. Upon completion of this period, the City will take full ownership and maintenance responsibility for the utility.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00620 - Notice of Final Completion
2. Maintenance Bond Industry Park Phase II

NOTICE OF FINAL COMPLETION

PROJECT NAME: Industry Park Friendswood Phase II

1.1 DATE OF FINAL COMPLETION

On November 14, 2023, the Engineering Department received notification that the Contractor, SER Construction Partners, LLC, wished to declare the Work on the above referenced project being complete and all the Work being acceptable to the City.

A site visit was carried out on November 16, 2023, by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the Contractor.

1.2 PUNCH LIST

Contractor certified in Contractor's Certification of Final Completion that all Punch List items were completed or corrected.

The Project Manager scheduled a review of punch list items on November 16, 2023, and the project is now considered to be complete since those items on the punch list have been corrected or otherwise brought into compliance with the Contract and that such correction has been demonstrated to the City.

Failure by the City to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate shall not relieve the Contractor of the responsibility to comply with all provisions of the Contract.

1.3 ONE-YEAR MAINTENANCE PERIOD

With the issuance of this Notice, the project is considered and accepted as Final and that the Contractor's warranty period of one (1) year began on the date of Final Completion, or as stated in the contract if different, and shall remain in effect until December 2, 2024. The Contractor shall provide the City with a One-Year Maintenance Bond in the amount of $78,333.80 to secure this warranty. All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers under the One-Year Maintenance period, shall comply with the City's operational schedule and shall in no way interfere with, impinge, or prevent the City's use of the project or benefit from its service. Any corrective actions that may require temporary shut down of any part or component of the project shall be reported in writing, scheduled, and approved by the City's operational staff at least twenty-four (24) hours prior to conducting that work.

At the end of the One-Year Maintenance Period, it is incumbent on the Contractor to contact the City to schedule a One-Year Maintenance walk-through. At that time, a list of deficient items shall be given to the Contractor who shall remedy the items in an expeditious manner. The One-Year Maintenance Bond shall be written so as to remain

in effect until completion of all items and a Certificate of One-Year Maintenance Acceptance is issued to the Contractor and to the bonding company.

Contractor shall contact the City's Engineering staff at 281-993-3411 for scheduling any corrective or warranty work on the project. The Engineering Department retains administrative control of the project and all questions regarding approval of corrective work or payment for that work shall be directed to 281-993-3411.

1.4 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council.

Notwithstanding the City's acceptance of the Work, nothing herein shall serve to waive or otherwise extinguish any outstanding claims on the City's part for recovery of Liquidated Damages pursuant to Article IV of the Contract, all such claims being hereby reserved.

1.5 RECOMMENDATION BY STAFF

Ivan E. Ortega 11/22/2023

Ivan Ortega
Project Manager
City of Friendswood

Date

11/22/23

Jildardo Arias
Director of Engineering
City of Friendswood

Date

1.6 ACCEPTANCE OF PROJECT

Notice was given to the City Council of the recommendation by City Staff to accept Industry Park Friendswood Phase II as final and complete. The City Council on December 4, 2024 voted to accept the Work; the Project is hereby deemed final and complete; and authorizes the Mayor to sign this Notice of Final Completion as acceptance of the above listed Project.

Mike Foreman
Mayor
City of Friendswood

DATE

ATTEST:

Leticia Brysch
City Secretary
City of Friendswood

DATE

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 10/31/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the ad valorem tax report for October 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax October 2023

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

November 6, 2023

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of October, 2023 is true and correct.

Under my hand and seal this 6th day of November, 2023.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Bay Colony West MUD
Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2023	M & O	.379450	303,143.92	.00	.00	.00	303,143.92	.00	.00	.00	303,143.92
	I & S	.121278	96,889.44	.00	.00	.00	96,889.44	.00	.00	.00	96,889.44
	TOTAL	.500728	400,033.36	.00	.00	.00	400,033.36	.00	.00	.00	400,033.36
2022	M & O	.388560	885.62-	.00	3,253.49	.00	2,367.87	4,127.01	.00	.00	6,494.88
	I & S	.098754	225.05-	.00	826.91	.00	601.86	.00	.00	.00	601.86
	TOTAL	.487314	1,110.67-	.00	4,080.40	.00	2,969.73	4,127.01	.00	.00	7,096.74
2021	M & O	.385147	4,285.30-	.00	442.99	.00	3,842.31-	413.79	.00	.00	3,428.52-
	I & S	.102167	1,136.72-	.00	117.50	.00	1,019.22-	.00	.00	.00	1,019.22-
	TOTAL	.487314	5,422.02-	.00	560.49	.00	4,861.53-	413.79	.00	.00	4,447.74-
2020	M & O	.392153	895.72	.00	204.97	.00	1,100.69	94.83	.00	.00	1,195.52
	I & S	.095161	217.36	.00	49.75	.00	267.11	.00	.00	.00	267.11
	TOTAL	.487314	1,113.08	.00	254.72	.00	1,367.80	94.83	.00	.00	1,462.63
2019	M & O	.432160	640.67	.00	133.09	.00	773.76	.00	.00	.00	773.76
	I & S	.089279	132.36	.00	27.50	.00	159.86	.00	.00	.00	159.86
	TOTAL	.521439	773.03	.00	160.59	.00	933.62	.00	.00	.00	933.62
2018	M & O	.437173	704.69	.00	167.03	.00	871.72	.00	.00	.00	871.72
	I & S	.095218	153.48	.00	36.38	.00	189.86	.00	.00	.00	189.86
	TOTAL	.532391	858.17	.00	203.41	.00	1,061.58	.00	.00	.00	1,061.58
2017	M & O	.432349	703.57	.00	201.88	.00	905.45	.00	.00	.00	905.45
	I & S	.095000	154.59	.00	44.36	.00	198.95	.00	.00	.00	198.95
	TOTAL	.527349	858.16	.00	246.24	.00	1,104.40	.00	.00	.00	1,104.40
2016	M & O	.462000	726.19	.00	264.52	.00	990.71	.00	.00	.00	990.71
	I & S	.084000	132.03	.00	48.09	.00	180.12	.00	.00	.00	180.12
	TOTAL	.546000	858.22	.00	312.61	.00	1,170.83	.00	.00	.00	1,170.83
2015	M & O	.497200	748.79	.00	333.21	.00	1,082.00	.00	.00	.00	1,082.00
	I & S	.071500	107.68	.00	47.92	.00	155.60	.00	.00	.00	155.60
	TOTAL	.568700	856.47	.00	381.13	.00	1,237.60	.00	.00	.00	1,237.60
2014	M & O	.530300	330.22	.00	222.90	.00	553.12	89.12	.00	.00	642.24
	I & S	.061100	38.05	.00	25.68	.00	63.73	.00	.00	.00	63.73
	TOTAL	.591400	368.27	.00	248.58	.00	616.85	89.12	.00	.00	705.97
ALL	M & O		302,722.85	.00	5,224.08	.00	307,946.93	4,724.75	.00	.00	312,671.68
ALL	I & S		96,463.22	.00	1,224.09	.00	97,687.31	.00	.00	.00	97,687.31
ALL	TOTAL		399,186.07	.00	6,448.17	.00	405,634.24	4,724.75	.00	.00	410,358.99

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		421.07-	.00	5,224.08	.00	4,803.01	4,724.75	.00	.00	9,527.76
DLQ	I & S		426.22-	.00	1,224.09	.00	797.87	.00	.00	.00	797.87
DLQ	TOTAL		847.29-	.00	6,448.17	.00	5,600.88	4,724.75	.00	.00	10,325.63
CURR	M & O		303,143.92	.00	.00	.00	303,143.92	.00	.00	.00	303,143.92
CURR	I & S		96,889.44	.00	.00	.00	96,889.44	.00	.00	.00	96,889.44
CURR	TOTAL		400,033.36	.00	.00	.00	400,033.36	.00	.00	.00	400,033.36

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2019	RF231008	201829	201912	0.00	0.00	0.00	0.00	2019	26.07-	26.07-	RF
2019	RF231008	201829	201912	26.07-	0.00	0.00	0.00	2019	26.07	0.00	RF
2019	RF231008	219243	201912	39.11-	0.00	0.00	0.00	2019	39.11	0.00	RF
2019	RF231008	219243	201912	0.00	0.00	0.00	0.00	2019	39.11-	39.11-	RF
2019	RF231008	508760	202112	2.92-	0.00	0.00	0.00	2019	2.92	0.00	RF
2019	RF231008	508760	202112	0.00	0.00	0.00	0.00	2019	2.92-	2.92-	RF
2019	RF231008	508806	202112	2.61-	0.00	0.00	0.00	2019	2.61	0.00	RF
2019	RF231008	508806	202112	0.00	0.00	0.00	0.00	2019	2.61-	2.61-	RF
2019	RF231008	509001	202001	0.00	0.00	0.00	0.00	2019	17.94-	17.94-	RF
2019	RF231008	509001	202001	17.94-	0.00	0.00	0.00	2019	17.94	0.00	RF
		2019 TOTAL		88.65-	0.00	0.00	0.00		0.00	88.65-	
2020	RF231008	201829	202012	24.37-	0.00	0.00	0.00	20S2	24.37	0.00	RF
2020	RF231008	201829	202012	0.00	0.00	0.00	0.00	20S2	24.37-	24.37-	RF
2020	RF231008	219243	202012	0.00	0.00	0.00	0.00	20S2	36.55-	36.55-	RF
2020	RF231008	219243	202012	36.55-	0.00	0.00	0.00	20S2	36.55	0.00	RF
2020	RF231008	508760	202112	0.00	0.00	0.00	0.00	20S2	2.73-	2.73-	RF
2020	RF231008	508760	202112	2.73-	0.00	0.00	0.00	20S2	2.73	0.00	RF
2020	RF231008	508806	202112	2.44-	0.00	0.00	0.00	20S2	2.44	0.00	RF
2020	RF231008	508806	202112	0.00	0.00	0.00	0.00	20S2	2.44-	2.44-	RF
2020	RF231008	509001	202011	0.00	0.00	0.00	0.00	20S2	16.76-	16.76-	RF
2020	RF231008	509001	202011	16.76-	0.00	0.00	0.00	20S2	16.76	0.00	RF
		2020 TOTAL		82.85-	0.00	0.00	0.00		0.00	82.85-	
2021	RF231006	1022310000019	202112	539.44-	0.00	0.00	0.00	HK25	539.44	0.00	RF
2021	RF231006	1022310000019	202112	0.00	0.00	0.00	0.00	HK25	539.44-	539.44-	RF
2021	RF231008	168078	202112	0.00	0.00	0.00	0.00	21S1	191.91-	191.91-	RF
2021	RF231008	168078	202112	191.91-	0.00	0.00	0.00	21S1	191.91	0.00	RF
2021	RF231008	168090	202112	0.00	0.00	0.00	0.00	21S1	168.14-	168.14-	RF
2021	RF231008	168090	202112	168.14-	0.00	0.00	0.00	21S1	168.14	0.00	RF
2021	RF231008	201829	202112	0.00	0.00	0.00	0.00	21S1	24.36-	24.36-	RF
2021	RF231008	201829	202112	24.36-	0.00	0.00	0.00	21S1	24.36	0.00	RF
2021	RF231008	202112	202112	87.42-	0.00	0.00	0.00	21S1	87.42	0.00	RF
2021	RF231008	202112	202112	0.00	0.00	0.00	0.00	21S1	87.42-	87.42-	RF
2021	RF231008	202453	202112	0.00	0.00	0.00	0.00	21S1	335.18-	335.18-	RF
2021	RF231008	202453	202112	335.18-	0.00	0.00	0.00	21S1	335.18	0.00	RF
2021	RF231008	203302	202207	121.83-	0.00	21.93-	28.75-	21S1	172.51	0.00	RF
2021	RF231008	203302	202207	0.00	0.00	0.00	0.00	21S1	172.51-	172.51-	RF
2021	RF231008	219243	202112	0.00	0.00	0.00	0.00	21S1	36.55-	36.55-	RF
2021	RF231008	219243	202112	36.55-	0.00	0.00	0.00	21S1	36.55	0.00	RF
2021	RF231008	287515	202212	0.00	0.00	0.00	0.00	21S1	345.95-	345.95-	RF

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2021	RF231008	287515	202212	248.53-	0.00	39.76-	57.66-	21S1	345.95	0.00	RF
2021	RF231008	288719	202112	283.61-	0.00	0.00	0.00	21S1	283.61	0.00	RF
2021	RF231008	288719	202112	0.00	0.00	0.00	0.00	21S1	283.61-	283.61-	RF
2021	RF231008	299151	202112	0.00	0.00	0.00	0.00	21S1	121.83-	121.83-	RF
2021	RF231008	299151	202112	121.83-	0.00	0.00	0.00	21S1	121.83	0.00	RF
2021	RF231008	310894	202112	121.82-	0.00	0.00	0.00	21S1	121.82	0.00	RF
2021	RF231008	310894	202112	0.00	0.00	0.00	0.00	21S1	121.82-	121.82-	RF
2021	RF231008	364977	202112	0.00	0.00	0.00	0.00	21S1	809.04-	809.04-	RF
2021	RF231008	364977	202112	809.04-	0.00	0.00	0.00	21S1	809.04	0.00	RF
2021	RF231008	366349	202112	0.00	0.00	0.00	0.00	21S1	121.83-	121.83-	RF
2021	RF231008	366349	202112	121.83-	0.00	0.00	0.00	21S1	121.83	0.00	RF
2021	RF231008	394259	202112	0.00	0.00	0.00	0.00	21S1	569.50-	569.50-	RF
2021	RF231008	394259	202112	569.50-	0.00	0.00	0.00	21S1	569.50	0.00	RF
2021	RF231008	399845	202201	0.00	0.00	0.00	0.00	21S1	1,871.29-	1,871.29-	RF
2021	RF231008	399845	202201	1,871.29-	0.00	0.00	0.00	21S1	1,871.29	0.00	RF
2021	RF231008	508760	202112	2.73-	0.00	0.00	0.00	21S1	2.73	0.00	RF
2021	RF231008	508760	202112	0.00	0.00	0.00	0.00	21S1	2.73-	2.73-	RF
2021	RF231008	508806	202112	0.00	0.00	0.00	0.00	21S1	2.44-	2.44-	RF
2021	RF231008	508806	202112	2.44-	0.00	0.00	0.00	21S1	2.44	0.00	RF
2021	RF231008	509001	202110	0.00	0.00	0.00	0.00	21S1	16.76-	16.76-	RF
2021	RF231008	509001	202110	16.76-	0.00	0.00	0.00	21S1	16.76	0.00	RF
2021	RF231008	521144	202110	683.99-	0.00	0.00	0.00	21S1	683.99	0.00	RF
2021	RF231008	521144	202110	0.00	0.00	0.00	0.00	21S1	683.99-	683.99-	RF
2021	RF231008	605203	202112	0.00	0.00	0.00	0.00	21S1	121.83-	121.83-	RF
2021	RF231008	605203	202112	121.83-	0.00	0.00	0.00	21S1	121.83	0.00	RF
2021	RF231008	611619	202112	0.00	0.00	0.00	0.00	21S1	536.53-	536.53-	RF
2021	RF231008	611619	202112	536.53-	0.00	0.00	0.00	21S1	536.53	0.00	RF
2021	RF231008	720778	202111	0.00	0.00	0.00	0.00	21S1	827.46-	827.46-	RF
2021	RF231008	720778	202111	827.46-	0.00	0.00	0.00	21S1	827.46	0.00	RF
2021	RF231008	734001	202112	0.00	0.00	0.00	0.00	21S1	401.48-	401.48-	RF
2021	RF231008	734001	202112	401.48-	0.00	0.00	0.00	21S1	401.48	0.00	RF
		2021 TOTAL		8,245.50-	0.00	61.69-	86.41-		0.00	8,393.60-	
2022	RF231006	1000440000015	202301	387.30-	0.00	0.00	0.00	22K1	387.30	0.00	RF
2022	RF231006	1000440000015	202301	0.00	0.00	0.00	0.00	22K1	387.30-	387.30-	RF
2022	RF231006	1012810000014	202301	24.37-	0.00	0.00	0.00	22K1	24.37	0.00	RF
2022	RF231006	1012810000014	202301	0.00	0.00	0.00	0.00	22K1	24.37-	24.37-	RF
2022	RF231006	1022290000002	202301	168.51-	0.00	0.00	0.00	22K1	168.51	0.00	RF
2022	RF231006	1022290000002	202301	0.00	0.00	0.00	0.00	22K1	168.51-	168.51-	RF
2022	RF231006	1022310000019	202301	0.00	0.00	0.00	0.00	22K1	477.40-	477.40-	RF
2022	RF231006	1022310000019	202301	477.40-	0.00	0.00	0.00	22K1	477.40	0.00	RF
2022	RF231006	1043980010036	202301	0.00	0.00	0.00	0.00	22K1	112.08-	112.08-	RF
2022	RF231006	1043980010036	202301	112.08-	0.00	0.00	0.00	22K1	112.08	0.00	RF

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2022	RF231006	1055740000048	202301	0.00	0.00	0.00	0.00	22K1	271.46-	271.46-	RF
2022	RF231006	1055740000048	202301	271.46-	0.00	0.00	0.00	22K1	271.46	0.00	RF
2022	RF231006	1057820000008	202304	314.20-	0.00	0.00	0.00	22K1	314.20	0.00	RF
2022	RF231006	1057820000008	202304	0.00	0.00	0.00	0.00	22K1	314.20-	314.20-	RF
2022	RF231006	1057890000006	202212	0.00	0.00	0.00	0.00	22K1	121.83-	121.83-	RF
2022	RF231006	1057890000006	202212	121.83-	0.00	0.00	0.00	22K1	121.83	0.00	RF
2022	RF231006	1209450010001	202301	0.00	0.00	0.00	0.00	22K1	2,975.90-	2,975.90-	RF
2022	RF231006	1209450010001	202301	2,975.90-	0.00	0.00	0.00	22K1	2,975.90	0.00	RF
2022	RF231020	1215220020013	202301	0.00	0.00	0.00	0.00	22K1	552.35-	552.35-	RF
2022	RF231020	1215220020013	202301	552.35-	0.00	0.00	0.00	22K1	552.35	0.00	RF
2022	RF231006	1224680040011	202212	236.34-	0.00	0.00	0.00	22K1	236.34	0.00	RF
2022	RF231006	1224680040011	202212	0.00	0.00	0.00	0.00	22K1	236.34-	236.34-	RF
2022	RF231020	1224690010001	202212	946.40-	0.00	0.00	0.00	22K1	946.40	0.00	RF
2022	RF231020	1224690010001	202212	0.00	0.00	0.00	0.00	22K1	946.40-	946.40-	RF
2022	RF231006	1254280070007	202301	651.42-	0.00	0.00	0.00	22K1	651.42	0.00	RF
2022	RF231006	1254280070007	202301	0.00	0.00	0.00	0.00	22K1	651.42-	651.42-	RF
2022	RF231008	168078	202301	0.00	0.00	0.00	0.00	22S0	236.30-	236.30-	RF
2022	RF231008	168078	202301	236.30-	0.00	0.00	0.00	22S0	236.30	0.00	RF
2022	RF231008	168090	202212	0.00	0.00	0.00	0.00	22S0	204.67-	204.67-	RF
2022	RF231008	168090	202212	204.67-	0.00	0.00	0.00	22S0	204.67	0.00	RF
2022	RF231008	200816	202301	0.00	0.00	0.00	0.00	22S0	247.08-	247.08-	RF
2022	RF231008	200816	202301	247.08-	0.00	0.00	0.00	22S0	247.08	0.00	RF
2022	RF231008	201002	202301	419.77-	0.00	0.00	0.00	22S0	419.77	0.00	RF
2022	RF231008	201002	202301	0.00	0.00	0.00	0.00	22S0	419.77-	419.77-	RF
2022	RF231008	201829	202301	0.00	0.00	0.00	0.00	22S0	1,093.40-	1,093.40-	RF
2022	RF231008	201829	202301	1,093.40-	0.00	0.00	0.00	22S0	1,093.40	0.00	RF
2022	RF231008	201883	202301	265.84-	0.00	0.00	0.00	22S0	265.84	0.00	RF
2022	RF231008	201883	202301	0.00	0.00	0.00	0.00	22S0	265.84-	265.84-	RF
2022	RF231008	202112	202301	126.47-	0.00	0.00	0.00	22S0	126.47	0.00	RF
2022	RF231008	202112	202301	0.00	0.00	0.00	0.00	22S0	126.47-	126.47-	RF
2022	RF231008	202198	202301	557.19-	0.00	0.00	0.00	22S0	557.19	0.00	RF
2022	RF231008	202198	202301	0.00	0.00	0.00	0.00	22S0	557.19-	557.19-	RF
2022	RF231008	202335	202301	314.41-	0.00	0.00	0.00	22S0	314.41	0.00	RF
2022	RF231008	202335	202301	0.00	0.00	0.00	0.00	22S0	314.41-	314.41-	RF
2022	RF231008	202453	202301	0.00	0.00	0.00	0.00	22S0	365.31-	365.31-	RF
2022	RF231008	202453	202301	365.31-	0.00	0.00	0.00	22S0	365.31	0.00	RF
2022	RF231008	202978	202301	296.93-	0.00	0.00	0.00	22S0	296.93	0.00	RF
2022	RF231008	202978	202301	0.00	0.00	0.00	0.00	22S0	296.93-	296.93-	RF
2022	RF231008	203302	202308	0.00	0.00	0.00	0.00	22S0	173.98-	173.98-	RF
2022	RF231008	203302	202308	121.88-	0.00	23.15-	29.00-	22S0	173.98	0.00	RF
2022	RF231008	219243	202212	36.54-	0.00	0.00	0.00	22S0	36.54	0.00	RF
2022	RF231008	219243	202212	0.00	0.00	0.00	0.00	22S0	36.54-	36.54-	RF
2022	RF231008	287515	202212	0.00	0.00	0.00	0.00	22S0	304.45-	304.45-	RF
2022	RF231008	287515	202212	304.45-	0.00	0.00	0.00	22S0	304.45	0.00	RF
2022	RF231008	288719	202301	0.00	0.00	0.00	0.00	22S0	523.82-	523.82-	RF

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2022	RF231008	288719	202301	523.82-	0.00	0.00	0.00	22S0	523.82	0.00	RF
2022	RF231008	299151	202212	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	299151	202212	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	306965	202212	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	306965	202212	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	310242	202301	446.07-	0.00	0.00	0.00	22S0	446.07	0.00	RF
2022	RF231008	310242	202301	0.00	0.00	0.00	0.00	22S0	446.07-	446.07-	RF
2022	RF231008	310894	202301	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	310894	202301	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	351200	202212	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	351200	202212	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	364976	202304	121.83-	0.00	13.40-	0.00	22S0	135.23	0.00	RF
2022	RF231008	364976	202304	0.00	0.00	0.00	0.00	22S0	135.23-	135.23-	RF
2022	RF231008	364977	202211	0.00	0.00	0.00	0.00	22S0	881.94-	881.94-	RF
2022	RF231008	364977	202211	881.94-	0.00	0.00	0.00	22S0	881.94	0.00	RF
2022	RF231008	366349	202301	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	366349	202301	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	381597	202301	134.68-	0.00	0.00	0.00	22S0	134.68	0.00	RF
2022	RF231008	381597	202301	0.00	0.00	0.00	0.00	22S0	134.68-	134.68-	RF
2022	RF231008	394259	202301	0.00	0.00	0.00	0.00	22S0	568.29-	568.29-	RF
2022	RF231008	394259	202301	568.29-	0.00	0.00	0.00	22S0	568.29	0.00	RF
2022	RF231008	399845	202212	0.00	0.00	0.00	0.00	22S0	1,942.43-	1,942.43-	RF
2022	RF231008	399845	202212	1,942.43-	0.00	0.00	0.00	22S0	1,942.43	0.00	RF
2022	RF231008	405865	202301	1,033.43-	0.00	0.00	0.00	22S0	1,033.43	0.00	RF
2022	RF231008	405865	202301	0.00	0.00	0.00	0.00	22S0	1,033.43-	1,033.43-	RF
2022	RF231008	412734	202301	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	412734	202301	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	412759	202301	377.96-	0.00	0.00	0.00	22S0	377.96	0.00	RF
2022	RF231008	412759	202301	0.00	0.00	0.00	0.00	22S0	377.96-	377.96-	RF
2022	RF231008	414794	202301	0.00	0.00	0.00	0.00	22S0	572.13-	572.13-	RF
2022	RF231008	414794	202301	572.13-	0.00	0.00	0.00	22S0	572.13	0.00	RF
2022	RF231008	508760	202308	0.33-	0.00	0.06-	0.00	22S0	0.39	0.00	RF
2022	RF231008	508760	202308	0.00	0.00	0.00	0.00	22S0	0.39-	0.39-	RF
2022	RF231008	508760	202308	1.85-	0.00	0.35-	0.00	22S0	2.20	0.00	RF
2022	RF231008	508760	202308	0.00	0.00	0.00	0.00	22S0	2.20-	2.20-	RF
2022	RF231008	508760	202308	0.55-	0.00	0.10-	0.00	22S0	0.65	0.00	RF
2022	RF231008	508760	202308	0.00	0.00	0.00	0.00	22S0	0.65-	0.65-	RF
2022	RF231008	508806	202308	0.00	0.00	0.00	0.00	22S0	0.94-	0.94-	RF
2022	RF231008	508806	202308	0.79-	0.00	0.15-	0.00	22S0	0.94	0.00	RF
2022	RF231008	508806	202308	0.00	0.00	0.00	0.00	22S0	1.96-	1.96-	RF
2022	RF231008	508806	202308	1.65-	0.00	0.31-	0.00	22S0	1.96	0.00	RF
2022	RF231008	509001	202211	0.00	0.00	0.00	0.00	22S0	16.76-	16.76-	RF
2022	RF231008	509001	202211	16.76-	0.00	0.00	0.00	22S0	16.76	0.00	RF
2022	RF231008	516824	202301	1,004.71-	0.00	0.00	0.00	22S0	1,004.71	0.00	RF
2022	RF231008	516824	202301	0.00	0.00	0.00	0.00	22S0	1,004.71-	1,004.71-	RF

REVERSALS DETAIL SCHEDULE
FROM: 10/01/2023 THRU 10/31/2023
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT	CAT
2022	RF231008	521144	202210	0.00	0.00	0.00	0.00	22S0	714.50-	714.50-	RF
2022	RF231008	521144	202210	714.50-	0.00	0.00	0.00	22S0	714.50	0.00	RF
2022	RF231008	521176	202301	0.00	0.00	0.00	0.00	22S0	121.83-	121.83-	RF
2022	RF231008	521176	202301	121.83-	0.00	0.00	0.00	22S0	121.83	0.00	RF
2022	RF231008	523878	202301	146.55-	0.00	0.00	0.00	22S0	146.55	0.00	RF
2022	RF231008	523878	202301	0.00	0.00	0.00	0.00	22S0	146.55-	146.55-	RF
2022	RF231008	605191	202301	649.15-	0.00	0.00	0.00	22S0	649.15	0.00	RF
2022	RF231008	605191	202301	0.00	0.00	0.00	0.00	22S0	649.15-	649.15-	RF
2022	RF231008	605203	202212	0.00	0.00	0.00	0.00	22S0	121.82-	121.82-	RF
2022	RF231008	605203	202212	121.82-	0.00	0.00	0.00	22S0	121.82	0.00	RF
2022	RF231008	611619	202301	565.28-	0.00	0.00	0.00	22S0	565.28	0.00	RF
2022	RF231008	611619	202301	0.00	0.00	0.00	0.00	22S0	565.28-	565.28-	RF
2022	RF231008	720778	202210	0.00	0.00	0.00	0.00	22S0	820.67-	820.67-	RF
2022	RF231008	720778	202210	820.67-	0.00	0.00	0.00	22S0	820.67	0.00	RF
2022	RF231008	734001	202212	0.00	0.00	0.00	0.00	22S0	423.80-	423.80-	RF
2022	RF231008	734001	202212	423.80-	0.00	0.00	0.00	22S0	423.80	0.00	RF
2022	RF231008	740005	202212	0.00	0.00	0.00	0.00	22S0	268.40-	268.40-	RF
2022	RF231008	740005	202212	268.40-	0.00	0.00	0.00	22S0	268.40	0.00	RF
2022	RF231006	H2143150	202212	2.25-	0.00	0.00	0.00	22K1	2.25	0.00	RF
2022	RF231006	H2143150	202212	0.00	0.00	0.00	0.00	22K1	2.25-	2.25-	RF
		2022 TOTAL		24,024.20-	0.00	37.52-	29.00-		0.00	24,090.72-	
		YEAR 2019									
		REFUNDS		88.65-	0.00	0.00	0.00		0.00	88.65-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		88.65-	0.00	0.00	0.00		0.00	88.65-	
		YEAR 2020									
		REFUNDS		82.85-	0.00	0.00	0.00		0.00	82.85-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		82.85-	0.00	0.00	0.00		0.00	82.85-	
		YEAR 2021									
		REFUNDS		8,245.50-	0.00	61.69-	86.41-		0.00	8,393.60-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00		0.00	0.00	
		TOTAL		8,245.50-	0.00	61.69-	86.41-		0.00	8,393.60-	

REVERSALS DETAIL SCHEDULE
FROM: 10/01/2023 THRU 10/31/2023
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
	YEAR 2022							
	REFUNDS		24,024.20-	0.00	37.52-	29.00-	0.00	24,090.72-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		24,024.20-	0.00	37.52-	29.00-	0.00	24,090.72-
	ALL YEARS							
	REFUNDS		32,441.20-	0.00	99.21-	115.41-	0.00	32,655.82-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		32,441.20-	0.00	99.21-	115.41-	0.00	32,655.82-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 10/01/2023 THRU 10/31/2023
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2014 TOTAL		368.27	0.00	248.58	89.12	0.00	705.97
	2015 TOTAL		856.47	0.00	381.13	0.00	0.00	1,237.60
	2016 TOTAL		858.22	0.00	312.61	0.00	0.00	1,170.83
	2017 TOTAL		858.16	0.00	246.24	0.00	0.00	1,104.40
	2018 TOTAL		858.17	0.00	203.41	0.00	0.00	1,061.58
	2019 TOTAL		861.68	0.00	160.59	0.00	0.00	1,022.27
	2020 TOTAL		1,195.93	0.00	254.72	94.83	0.00	1,545.48
	2021 TOTAL		2,823.48	0.00	622.18	500.20	0.00	3,945.86
	2022 TOTAL		22,913.53	0.00	4,117.92	4,156.01	0.00	31,187.46
	2023 TOTAL		400,033.36	0.00	0.00	0.00	0.00	400,033.36
	TOTAL PAYMENTS		431,627.27	0.00	6,547.38	4,840.16	0.00	443,014.81
	2019 TOTAL		88.65-	0.00	0.00	0.00	0.00	88.65-
	2020 TOTAL		82.85-	0.00	0.00	0.00	0.00	82.85-
	2021 TOTAL		8,245.50-	0.00	61.69-	86.41-	0.00	8,393.60-
	2022 TOTAL		24,024.20-	0.00	37.52-	29.00-	0.00	24,090.72-
	TOTAL REVERSALS		32,441.20-	0.00	99.21-	115.41-	0.00	32,655.82-
	TOTAL FOR UNIT		399,186.07	0.00	6,448.17	4,724.75	0.00	410,358.99

FISCAL START: 08/01/2023 END: 07/31/2024 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,274,185,590	206,439,130	5,480,624,720	0 00.500728	25,809,807.64	1,602

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	24,803,290.69	1,006,516.95	1,006,516.95	400,033.36	400,033.36	25,409,774.28	1.55	0.00
2022	224,620.94	31,873.29-	31,873.29-	75,729.99	75,729.99	117,017.66	39.29	0.00
2021	46,007.11	8,770.76-	8,770.76-	785.93-	785.93-	38,022.28	2.11-	0.00
2020	28,524.90	521.40	521.40	4,402.78	4,402.78	24,643.52	15.16	0.00
2019	20,010.02	88.65-	88.65-	2,140.59	2,140.59	17,780.78	10.75	0.00
2018	14,875.89	233.69	233.69	1,142.93	1,142.93	13,966.65	7.56	0.00
2017	13,642.64	.00	0.00	898.74	898.74	12,743.90	6.59	0.00
2016	12,117.53	.00	0.00	924.23	924.23	11,193.30	7.63	0.00
2015	11,826.76	.00	0.00	892.94	892.94	10,933.82	7.55	0.00
2014	12,474.54	.00	0.00	393.98	393.98	12,080.56	3.16	0.00
2013	9,677.98	.00	0.00	19.37	19.37	9,658.61	.20	0.00
2012	6,814.94	.00	0.00	11.65	11.65	6,803.29	.17	0.00
2011	6,841.46	.00	0.00	0.00	0.00	6,841.46		0.00
2010	3,613.44	.00	0.00	0.06	0.06	3,613.38		0.00
2009	5,164.80	.00	0.00	0.06	0.06	5,164.74		0.00
2008	4,281.97	.00	0.00	0.06	0.06	4,281.91		0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	562.90	.00	0.00	0.00	0.00	562.90		0.00
****	25,230,565.72	966,539.34	966,539.34	485,804.81	485,804.81	25,711,300.25		0.00
CURR	24,803,290.69	1,006,516.95	1,006,516.95	400,033.36	400,033.36	25,409,774.28		0.00
DELQ	427,275.03	39,977.61-	39,977.61-	85,771.45	85,771.45	301,525.97		0.00

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS

INCLUDES AG ROLLBACK

FOR TAX YEAR: 2023

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2023
LAND VALUE	7,378,007,830	7,378,007,830	51,926,012	807,185-	51,118,827	7,429,126,657
AG EXCLUSION	32,425,077	32,425,077	4,963,813	0	4,963,813	37,388,890
IMPROVEMENTS	942,980,218	942,980,218	236,272,221	6,680,305-	229,591,916	1,172,572,134
APPRAISED VALUE	7,378,007,830	7,378,007,830	288,198,233	7,487,490-	280,710,743	7,658,718,573
EXEMPTIONS	2,071,397,163	2,071,397,163	68,068,148	6,203,465	74,271,613	2,145,668,776
TAXABLE VALUE	5,274,185,590	5,274,185,590	220,130,085	13,690,955-	206,439,130	5,480,624,720
LEVY	24,803,290.69	24,803,290.69	1,074,643.32	68,126.37-	1,006,516.95	25,809,807.64
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	490	62	62	10,489
OVER 65	3,603	3,603	80	24	24	3,627
DISABLED	178	178	5	3	3	181
VETERAN	259	259	11	1-	1-	258
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2023
LAND VALUE	6,593,325,295	6,593,325,295	0	10-	10-	6,593,325,285
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	20,939	3,061,604-	3,040,665-	870,734,432
APPRAISED VALUE	6,593,325,295	6,593,325,295	20,939	3,061,614-	3,040,675-	6,590,284,620
EXEMPTIONS	1,782,152,718	1,782,152,718	0	3,776,771	3,776,771	1,785,929,489
TAXABLE VALUE	4,778,686,394	4,778,686,394	20,939	6,838,385-	6,817,446-	4,771,868,948
LEVY	224,620.94	224,620.94	112.24	31,985.53-	31,873.29-	192,747.65
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	36	36	10,631
OVER 65	3,475	3,475	0	9	9	3,484
DISABLED	180	180	0	1	1	181
VETERAN	253	253	0	2	2	255
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2023
LAND VALUE	5,827,810,207	5,827,810,207	0	380,577-	380,577-	5,827,429,630
AG EXCLUSION	33,691,313	33,691,313	0	380,567-	380,567-	33,310,746
IMPROVEMENTS	775,157,465	775,157,465	0	0	0	775,157,465
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	380,577-	380,577-	5,827,429,630
EXEMPTIONS	1,579,451,702	1,579,451,702	0	1,841,431	1,460,864	1,580,912,566
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	1,841,441-	1,841,441-	4,212,825,751
LEVY	46,007.11	46,007.11	.00	8,770.76-	8,770.76-	37,236.35
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	15	15	10,313
OVER 65	3,255	3,255	0	2	2	3,257
DISABLED	181	181	0	2	2	183
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2023
LAND VALUE	5,043,274,252	5,043,274,252	0	10-	10-	5,043,274,242
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	0	0	706,413,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	10-	10-	5,043,274,242
EXEMPTIONS	1,218,139,975	1,218,139,975	0	77,918-	77,918-	1,218,062,057
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	77,908	77,908	3,797,874,877
LEVY	28,524.90	28,524.90	.00	521.40	521.40	29,046.30
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1-	1-	10,219
OVER 65	3,163	3,163	0	1-	1-	3,162
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS

INCLUDES AG ROLLBACK

FOR TAX YEAR: 2019

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2023
LAND VALUE	4,537,437,822	4,537,437,822	0	10-	10-	4,537,437,812
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	10-	10-	4,537,437,812
EXEMPTIONS	1,018,439,121	1,018,439,121	0	16,990	16,990	1,018,456,111
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	17,000-	17,000-	3,494,298,010
LEVY	20,010.02	20,010.02	.00	88.65-	88.65-	19,921.37
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	0	0	10,000
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2023
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	0	0	617,900,409
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
EXEMPTIONS	891,117,422	891,117,422	0	41,690-	41,690-	891,075,732
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	41,690	41,690	3,292,455,876
LEVY	14,875.89	14,875.89	.00	233.69	233.69	15,109.58
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	1-	1-	10,000
OVER 65	2,897	2,897	0	1-	1-	2,896
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
4397504

For Remitted Deposit Dates 10/01/2023 thru 10/31/2023 as of 11/06/2023

Report run on: November 6, 2023 11:08 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 83772	Print Date:11/02/2023						
	Current	33,416.38	10,680.41	0.00	0.00	0.00	44,096.79
	Delq	(14,234.06)	(3,685.87)	0.00	0.00	0.00	(17,919.93)
Last Deposit Date	10/20/2023	$19,182.32	$6,994.54	$0.00	$0.00	$0.00	$26,176.86
ACH 83815	Print Date:11/02/2023						
	Current	114,561.28	36,615.55	0.00	0.00	0.00	151,176.83
	Delq	13,294.01	3,008.02	0.00	0.00	0.00	16,302.03
Last Deposit Date	10/27/2023	$127,855.29	$39,623.57	$0.00	$0.00	$0.00	$167,478.86
ACH 83863	Print Date:11/02/2023						
	Current	155,166.26	49,593.48	0.00	0.00	0.00	204,759.74
	Delq	5,743.06	1,475.72	0.00	0.00	0.00	7,218.78
Last Deposit Date	10/31/2023	$160,909.32	$51,069.20	$0.00	$0.00	$0.00	$211,978.52
	Total:	**$307,946.93**	**$97,687.31**	**$0.00**	**$0.00**	**$0.00**	**$405,634.24**

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/16/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on November 6, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on November 6, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2023 11 06 CC Meeting Minutes (DRAFT)

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
NOVEMBER 6, 2023

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, NOVEMBER 6, 2023, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Trish Hanks	Councilmember
Steve Rockey	Mayor Pro Tem
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present, with the exception of Councilmember Hanks who was absent.

2. INVOCATION

The invocation was led by Pastor Mike Cervantes of New Hope Church Friendswood Campus.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL FOR A DAY

A. Consider a proclamation declaring November 6, 2023, as Wedgewood Elementary School Day in the City of Friendswood.

Mayor Foreman introduced the students and teachers from Wedgewood Elementary. He noted the Council for a Day Program allows second graders from the three elementary schools in Friendswood to "take over" the council dais and sit-in for the Council and staff members. The participants included the following:

Position	Student Name	Teacher Name
Councilmember 1 (Rockey)	McKaylee Cardwell	Amanda Brunker
Councilmember 2 (Branson)	Finnley Taylor	Amanda Brunker
Councilmember 3 (Hanks)	Sebastian Brown	Alexis Nettles

Mayor (Foreman)	Kara David	Alexis Nettles
Councilmember 4 (Griffon)	Mason Daigle	Grace Mayo
Councilmember 5 (Matranga)	Sarah Pham	Grace Mayo
Councilmember 6 (Erenwert)	Robert Lively	Avery Long
City Attorney (Horner)	Kai Sanchez	Lesly Chavez
City Manager	Anna Deering	Lesley Chavez
City Secretary	Charlotte Crochet	Avery Long

A motion was made by Councilmember McKaylee Cardwell (Steve Rockey) and seconded by Councilmember Finnley Taylor (Sally Branson) proclaiming November 6, 2023, as Wedgewood Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Kara David (Mike Foreman), Councilmember Sebastian Brown (Trish Hanks), Councilmember McKaylee Cardwell (Steve Rockey), Councilmember Finnley Taylor (Sally Branson), Councilmember Mason Daigle (Robert J. Griffon), Councilmember Sarah Pham (Joe Matranga) and Councilmember Robert Lively (Brent Erenwert).

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

At 5:41 P.M., Mayor Foreman recessed the meeting for the Council for a Day reception.

At 5:50 P.M., Mayor Foreman reconvened the meeting and relayed that the agenda would be taken out of order. The Council proceeded to consider Item 10.D. prior to Item 5.

10. BUSINESS ITEMS

D. Consider ratifying and concurring with the City Manager's appointment of Josh Rogers to the position of Chief of Police.

City Manager Morad Kabiri presented the item by noting that, at the previous meeting, he announced the retirement of longtime Police Chief Robert Wieners. He indicated that a man of Chief Wieners's pedigree was not easily replaceable, but that Deputy Chief Josh Rogers had been an outstanding police officer with nearly 25 years of service to the organization. Mr. Kabiri noted that Deputy Chief Rogers had served in every role and position at the Police Department, and he could not think of a better person to take on the leadership role for the department. Therefore, Mr. Kabiri recommended the appointment of Deputy Chief Josh Rogers as the City's new Police Chief.

A motion was made by Councilmember Matranga and seconded by Councilmember Branson, to ratify and concur with the City Manager's appointment of Josh Rodgers to the position of Chief of Police. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

Judge James Woltz conducted the oath of office for Deputy Chief Josh Rogers as the City of Friendswood Chief of Police.

Chief Rogers gave a few words in relation to his new appointment and thanked the City Councilmembers, the City Manager, staff members, as well as family and friends for their unwavering support of his career and his future endeavors.

Mayor Foreman proceeded to return to the regular order of the agenda.

5. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item announcing that this week was Veterans Day, on Saturday, November 11th. In addition, last week, Friendswood had a Hope Village Fashion Show, which was a fundraiser for Hope Village. This was a community that housed adults that had learning disabilities. Mayor Foreman reported that it was a great event with a great turnout. He recognized and thanked Parks and Recreation Director James Tony for participating in the event.

Councilmember Erenwert took an opportunity to honor and express his gratitude towards Police Chief Robert Wieners. He recognized that Chief Wieners kept Friendswood among one of the safest places in the nation, and he knew that Chief Rogers would continue that legacy. Councilmember Erenwert also extended his thanks to Mrs. Susan Wieners, the Chief's wife, and his family for sharing him with the city for so many years. Lastly, he congratulated Deputy Chief Josh Rogers on his well-deserved promotion to Police Chief. He was excited to see him lead the city into the next generation.

Councilmember Matranga wished to mention a couple things, but first, he similarly thanked Chief Wieners for everything he had done for this city. Councilmember Hanks was not present that night, however, she had asked him to pass along a couple things. The Keep Friendswood Beautiful Fall Haul is scheduled for this coming Saturday, November 11th, from 8:00 A.M. to 2:00 P.M. The Heritage Gardeners Christmas Homes Tour and Market is scheduled for November 18 and 19, 2023. Tickets were available for the tour from Heritage Gardeners members and the Chamber of Commerce. Keep Friendswood Beautiful were also noted to be assisting this year with the home tours.

Furthermore, Santa in the Park and the Lighted Christmas Trail is scheduled for December 2nd in Stevenson Park. Councilmember Matranga lastly reported on behalf of Councilmember Hanks that Keep Friendswood Beautiful had their annual retreat to discuss their 2023 accomplishments. They developed their new goals for next year and there was more to come. As for himself personally, Councilmember Matranga wanted to thank all of the first responders that attended National Night Out for West Ranch. He

commented that it was good to see everybody there, and it gave the residents of West Ranch an opportunity to meet some of their first responders that do a great job.

Councilmember Griffon also echoed Councilmember Erenwert's comments and thanked Chief Wieners for being a good friend to him and mentoring him, especially in this job and becoming more aware of what the police do for the community each and every day. Councilmember Griffon also noted that Veteran's Day was coming up and that the Senior Activity Center would be hosting a Veteran's Day program on November 9th from 11:00 A.M. to 1:00 P.M.

Mayor Foreman noted that the Lighted Christmas Trail at Stevenson Park was starting earlier this year. Parks and Recreation Director James Tony confirmed that it would begin on November 17th.

Councilmember Branson commended Councilmember Erenwert for doing a lovely job in recognizing Chief Wieners. She also reiterated that Veteran's Day is this week and took a moment to thank the veterans for their service. Councilmember Branson then recognized and congratulated Chief of Emergency Management Services (EMS) Lisa Camp for completing her first day on the job. She further wished to highlight an event that is a Rotary and Princewood Education Foundation project, a nonprofit organization joint project called "12 by 12." She noted that this event will have artwork going up in the Library beginning tomorrow evening in the Community Room that can be purchased with all proceeds going to the Friendswood Education Foundation.

Moreover, Councilmember Branson informed the Harris County residents that there was an item on their ballot regarding Houston-Galveston Area Council (H-GAC). She noted that H-GAC is looking at the composition of the board and she offered to provide information on that item after the meeting should anyone have any questions. She lastly noted that the Community and Economic Development Committee (CEDC) was working with the Friends of Downtown Friendswood Association (FDFA) and the Chamber of Commerce on joint messaging. She noted that they are trying to pull together groups in the community with an interest in economic development to create a unified approach to encourage people to do business in Friendswood, or to retain existing businesses.

Mayor Pro Tem Rockey also commended Councilmember Erenwert for his nice words to Chief Wieners and proceeded to give a few words of his own. He then reported that the Library Gala estimated their final revenue to be around $50,000, which would be used to fund future programs for the Library. Mayor Pro Tem Rockey lastly jested that he had been cast in another play at the Purple Box Theater and encouraged all to attend.

Mayor Foreman congratulated and welcomed Chief of EMS Lisa Camp as well. Related to that, City Manager Kabiri indicated that there was an agenda item, a second reading of that ordinance, that evening. There would be a pinning ceremony for all those positions in December. A date had not been set just yet.

6. PUBLIC COMMENT

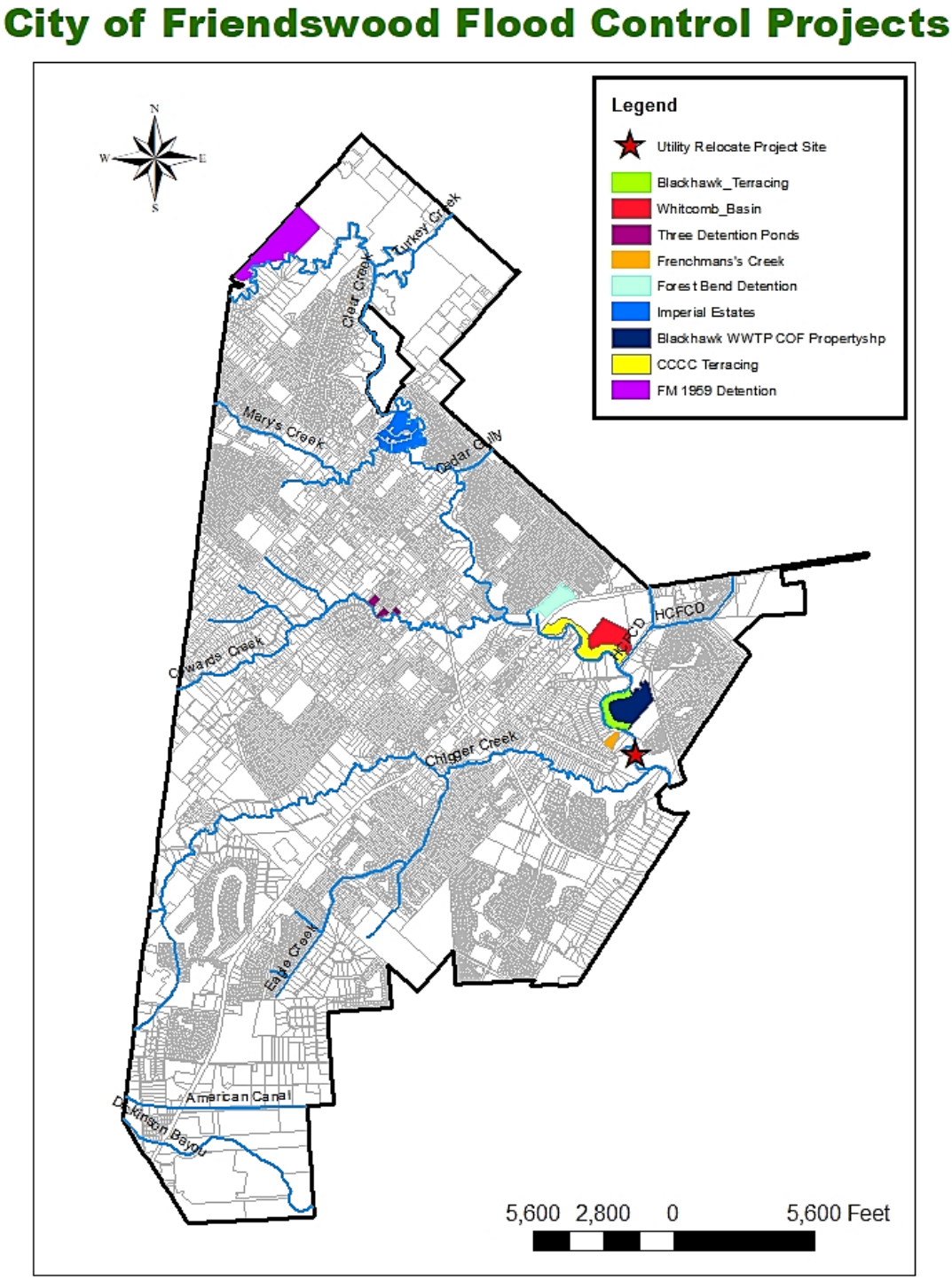
Mayor Foreman announced a citizen, Mr. Gary VanderWeile, had signed up to speak on the item.

Mr. VanderWeile requested to speak before the Council over the fact that he and his wife recently opened a small business in Friendswood, a boutique coffee trailer. They sought a location to serve and operate in Friendswood; however, it was not in line with the city ordinances. Thus, he wanted to put this in front of Council to see if it would be possible to find a solution for them to be able to operate within the city.

7. WORK SESSION TOPICS

A. Receive an update regarding the drainage projects in the City of Friendswood

Deputy Director of Engineering Samantha Haritos provided the update on the drainage projects in the City of Friendswood. She displayed the following image and walked through the legend for Council.



Ms. Haritos proceeded to provide an update on the following drainage projects:

- *Forest Bend Offline Detention* – This is a Community Development Block Grant (CDBG) project with disaster recovery funds from Hurricane Harvey. She provided aerial images of the property that showed the before and after of the project. The Council was able to see that there were offline detention ponds meandering that fed into each other and a concrete trail system with solar lighting. Ms. Haritos noted that this project was almost done as the power was recently turned on. The bollard installation and startup are scheduled to begin soon along with the period related to the maintenance bond and the warranties. Since this project was their first CDBG drainage project that is wrapping up, she encouraged the public to go out there and check it out.

- *Clear Creek Utility Rack Relocation* – This was for Clear Creek in between the Terra Bella and Polly Ranch neighborhoods. Staff finished the engineering over a year ago, however, the environmental assessment has been delayed as there were archaeological sites in the area. The City recently submitted an extension request and is planning to complete the environmental assessment by the end of this year. Ms. Haritos relayed that the construction should start shortly thereafter as soon as they receive the needed authorization to use grant funds. Staff hopes that this project will be wrapped up by the summer.

- *Frenchmen's Creek Green Space* – This is another CDBG project with disaster recovery funds from Hurricane Harvey, which is similarly nearing completion. At this point, the City has a grant for Buildings 4 and 5, which are the two closest to the creek. Galveston County had an independent grant for the three buildings that were further away from the creek: Buildings 1, 2, and 3. The demolition contract has already been procured and work is ongoing out there this month. Ms. Haritos noted that Galveston County should soon be doing their demolition as well. This project is scheduled for completion by the end of the year.

- *Deepwood Acquisition Project* – Ms. Haritos prefaced that this project was a little more complicated because the acquisition portion was independent from the infrastructure portion. The eight properties that the City desired to acquire are set in stone at this point. Staff could not do the engineering for the project until they knew which properties the City was going to acquire. The demolition for this project is ongoing this month, and the acquisition portion is wrapping up.

City Manager Kabiri interjected to comment on the properties located at the confluence of Coward Creek and Clear Creek, the location of the old public works facility. The Drainage District has stepped up and acquired some of the properties that the City was unable to acquire using grant funds. Mr. Kabiri noted that when using federal grant funds, there are limitations on what the City can pay for certain properties. He hoped that with the Drainage District's efforts and the City's, they could do a flood mitigation project at that location.

Ms. Haritos continued her presentation and displayed an aerial image of where the infrastructure project was occurring. The property owner wanted to stay there, but a large part of that area was likely to become part of a terracing project. She noted that there will be a combined effort between Galveston County Consolidated Drainage District and the City, and both entities are in the process of negotiating interlocal agreement for this project. Ms. Haritos noted that while the original project was a terracing project but because the acquired properties were located away from the creek, the new project will be a clearing project. Since the City has an understanding with Galveston County Consolidated Drainage District that

they will be doing a combined or regional project, the City was trying to wrap up this grant and move forward because it has taken a lot longer than initially expected.

As Ms. Haritos moved to the next slide for the Deepwood Flood Control Project update, Mayor Foreman posed a question over the million and a half dollars that were slated to be budgeted for flood control and terracing. Mr. Kabiri clarified that GCCDD had set aside roughly the same amount of money for both projects, but they were local dollars and not CDBG dollars. Additionally, Ms. Haritos noted that infrastructure grant was in fact for two different projects, and when the grant was awarded to the City, it was for utility relocation and for Deepwood. As previously mentioned, the scope at Deepwood was reduced to a clearing project. Between reducing the scope of the Deepwood infrastructure project and the cost increases that were expected with the utility rack project, the total grant award would be the same.

Mr. Kabiri additionally noted that, had the City been given dollars to just pursue these projects, they could have scoped it better. However, Staff tried to work backwards and, as such, the City was limited with the funding they had available. He further noted that the Drainage District will continue to pursue terracing projects to the extent possible.

Ms. Haritos then continued to present the following drainage project updates:

- *Three Detention Basins along Cowards Creek* - These are going to be three offline detention ponds. One will be at 2 Queens Lane, 310 West Castlewood, and the other at 301 West Castlewood. Ms. Haritos exhibited an aerial image showing the before and after of the project. They are at 95% completion on the first basin with hydro-mulching being the remaining 5%.

- *Friendswood Regional Stormwater Tension Basin* – This is a joint project with Galveston County, Galveston County Consolidated Drainage District, Harris County Flood Control District, and the City of Friendswood. Ms. Haritos noted they completed the preliminary engineering report phase. She noted that the first payment for this item was made on November 25, 2022, in the amount of $954,000 for the preliminary engineering report. The second payment will be due within 45 days of the first publication of the construction bid advertisement in the amount of a little over $7 million. Ms. Haritos noted that the full Friendswood share on this project is $8 million, and the total expected cost of the detention pond is $32.4 million. Ms. Haritos noted that that Galveston County will be using the American Rescue Plan Act (ARPA) funds for their $7.5 million portion of this project and those funds must be spent by a certain date. Therefore, in order to make sure those deadlines are met, all the partners are working together so that a smaller area of the detention pond moves forward ahead of schedule so those funds can be used.

- *Comprehensive Master Drainage Plan* – This is a joint effort with Galveston County Consolidated Drainage District. Ms. Haritos explained this plan will look at both urban and riverine flooding and will identify several alternatives and will also help with easement definitions for Galveston County Consolidated Drainage District. Ms. Haritos noted that back in 2021, the City had applied for grant funds to pay for a comprehensive drainage plan, and to the staff's surprise, that money came through at the last minute. In response, the City is starting the bid process over in order to comply with the grant funding requirements.

  Ms. Haritos then paused to list the grants that were recently awarded to the city and where that was going:

- *Texas Department of Emergency Management (TDEM) Pandemic Hazard Mitigation Grant Program (HMGP) DR-4485* – As previously mentioned, Ms. Haritos noted this was for the City of Friendswood Comprehensive Drainage Plan ($661,500 Federal Share / $12,500 Local Share).

- *Community Development Block Grant – Mitigation (CDBG-MIT Regional Mitigation Program)* – This was for the Ground Water Storage Tank at Ground Water Plant 4 ($2,302,294 Federal Share / $0 Local Share) and the Annalea Neighborhood Improvements Infrastructure Project ($2,333,806 Federal Share / $0 Local Share).

- *Hazard Mitigation Grant Program (HMGP) DR-4586 Texas Severe Winter Storms* – This was for an Emergency 200kW Portable Generator ($113,130 Federal Share / $12,500 Local Share).

With that said, Ms. Haritos continued to give updates on the final drainage projects as follows:

- *Analea Neighborhood Improvements Project* – This was a street, water utility, and storm drainage infrastructure project. Ms. Haritos noted there were a few homes in this project that were "repetitive loss structures," which meant they had flooded numerous times during storm events. This project met the criteria of being over 51% low to moderate income. The City surveyed this area to guarantee they would meet that income threshold for the grant program. It was 1,300 linear feet of street reconstruction, 1,100 feet of upsized water utilities, and 1,350 feet of upsized storm sewer. The project was expected to take about a year for design and a year for construction.

- *Groundwater Storage Tank at Groundwater Plant 4* – This project was recently identified in the City's capital improvement plans. It was for a new 1-million-gallon ground storage tank facility at the Groundwater Plant 4, and it would increase the storage available to meet peak demands. It also will take about a year for engineering and a year for construction. The project will include the new 1-million-gallon tank and all supporting piping, electrical, site grading, and safety systems.

- *Quakers Landing Terracing Project* – The Galveston County Consolidated Drainage District and the City of Friendswood drafted an interlocal agreement which is on the agenda this evening for this project. Ms. Haritos displayed images that outlined where the terracing project would take place and what was submitted for relocating the center point gas lines. The blue and purple parcels were owned by the City or the Drainage District, so there was room for them to terrace all the way to the creek in that area. Those were the city buyout properties to terrace which were of no cost to the city, just donating use of the property. Ms. Haritos noted the Galveston County Consolidated Drainage District will be doing the infrastructure work.

Mayor Foreman thanked Ms. Haritos for the presentation. Mayor Pro Tem Rockey also commented that she was doing a great job, and that it was gratifying to see how this plan was coming together.

8. FRIENDSWOOD CITY CENTER DEVELOPMENT

A. Conduct a public hearing regarding an amendment to the Future Land Use Map (2021) to change the designation of 106.472 acres located at 3801 FM 528 Road, Friendswood, Harris County, Texas, from "Public and Semi Public" and "Retail" to Mixed Use."

At 6:43 P.M., Mayor Foreman opened the hearing and requested staff to give an overview of the item.

Director of Community Development Aubrey Harbin summarized the subject matter of this hearing. She relayed that the item was a precursor to the next public hearing item. She noted that the staff is trying to keep the City's Future Land Use Map (FLUM) updated and current. She further noted that when the staff did the Future Land Use Map in 2021, the existing Planned Unit Development (PUD) was allowed; however, the staff is to change this PUD to Mixed Used (MU).

With there being no one signed up to speak, Mayor Foreman closed the public hearing at 6:45 P.M.

B. Conduct a public hearing regarding a request for a zone classifications change concerning 106.472 acres of land located at 3801 FM 528 Rod, Friendswood, Harris County, Texas, to change the zoning district designation from Planned Unit Development (Ord. 2015-18) to a revised Planned Unit Development (PUD) to allow a mixed-use development.

At 6:45 P.M., Mayor Foreman opened the hearing and requested staff to give an overview of the item.

Director of Community Development Aubrey Harbin summarized the subject matter of this hearing. She displayed a zoning map of the property in question which would be a revised Planned Unit Development (PUD). The "Friendswood City Center" is what this project will be known as and it will be a Mixed-Use development combining commercial, retail, hospitality, office, civic and municipal, mixed-use buildings, and multi-family residential recreation open space. This will create a vibrant, walkable neighborhood. All areas of this community would be connected with 10-foot shared-use paths for cycling and walking.

Ms. Harbin noted that the extension of Blackhawk Boulevard from FM528 to Bay Area Boulevard is proposed to be part of this project and will provide for additional routes of travel and frontages for the additional commercial buildings. She noted that the traffic signals will be added to Towns Road and Blackhawk Boulevard, so there will be four-way signalized intersections at those two major streets as well as an additional entrance between Towns and Blackhawk into the development. There will be ample parking in the form of parking lots and parking garages and at least 20% of the parking spaces in all the garages would be required to remain as public parking. However, there may be a fee for those spaces. All surface parking areas, except for the gated area of the multi-family residential development, will be designated as public parking.

Ms. Harbin further noted that the PUD will comply with the community overlay district requirements as required by the zoning ordinance. The City uses the Commercial Shopping Center (CSC) zoning and Multifamily zoning districts as a guide for the development and any deviations to the requirements of these zoning districts are written in the PUD and included in the regulation matrix that will have a variety of uses to provide entertainment, dining, and neighborhood services to those living in the community and in Friendswood. Ms. Harbin noted the permitted use table was included in the PUD that will define the uses allowed on this property; i.e., gas stations would only be allowed on Lot 5, which is a corner lot at the future Blackhawk and FM 528 intersection.

Moreover, recreational areas are included in the proposal as well, with almost 5 miles of trails throughout the development, some as sidewalks and some as gravel trails. The project includes a lake that will serve as, detention for the development and regional flood mitigation along Clear Creek, but also as recreation for non-motorized watercrafts. This lake will be accessible to the public from the new Blackhawk Boulevard extension and parking will be provided for that as well. The lake will be deeded to the City and will be parkland added to the City's acreage on the Harris County side.

Ms. Harbin noted that this was the third major proposal for a PUD on this tract with previous versions having a similar mix of uses, including retail and office as well as five to six hundred residential units. She noted that in 2015, the residential units were removed from the PUD by Council at the time the ordinance was approved; however, due to the density of the development and its proximity to any nearby residential properties, it requires residential use within the development in order to support the businesses that will go in.

The Planning and Zoning Commission held their public hearing on Thursday, October 12th. The Commission tabled this item in order to give the Commissioners more time to review the information and on October 26th, they voted unanimously in favor of the project. Their motion had three items, and the regulation matrix was amended. The building heights were originally 90 feet for all of the buildings, and the Commission reduced it. Lots 1 through 6, along 528 will be a 40-foot maximum height, and all the other buildings will be at a 70-foot maximum height. They also clarified that all the density of all the multifamily would not exceed 29 units per acre. In addition, if the Mixed-Use buildings have residential areas, it will be on the second floor (and up) only.

Councilmember Erenwert asked how many rooms the hotel would have. Ms. Harbin believed there would be 150 or less. The hotel developers were present and confirmed it would have a maximum of 150 rooms.

With there being no one signed up to speak, Mayor Foreman closed the public hearing at 6:54 P.M.

C. Consider an ordinance amendment the Future Land Use Map (2021) to change the designation of 106.472 acres of land, located at 3801 FM 528 Road, Friendswood, Harris County, Texas, from "Public and Semi Public" and "Retail" to "Mixed Use" and amending the official zoning map to change the zoning district of such property from Planned Unit Development (Ord. 2015-18) to a revised Planned Unit Development (PUD) to allow a mixed-use development.

Mayor Pro Tem Rockey wished to note that there was a small, historic cemetery on this property. He spoke with the developer, Mr. Louis Tannos, who committed that said cemetery would be maintained. Mr. Tannos was present at the meeting and confirmed that the cemetery would be historically marked and accessible to the public.

Councilmember Matranga commented that he liked this project and understood that this would be the last time as far as the development goes that the Council would see it. However, he noted that the Planning and Zoning Commission would get to see the site plan. City Manager Morad Kabiri confirmed that was correct. With that said, Councilmember Matranga expressed his concern over the phasing of this project, specifically about having the high-density apartments come in first before the commercial and/or infrastructure. Mr. Tannos gave the councilmember assurances that every parcel on the commercial plots were spoken for with individual development partners. He noted that while he did not control every aspect of the development as a whole, each one of the development partners and individual parcel were ready to begin development at any time. Mayor Pro Tem Rockey wondered what would be the value of the development as a whole. Upon completion, Mr. Tannos answered it would be an excess of $700 million in total investment. Further discussion ensued over the hotel along with a few comments on the development as a whole. Councilmember Branson shared that she believed this would be an asset for Friendswood.

A motion was made by Councilmember Branson and seconded by Councilmember Matranga to approve Ordinance No. 2023-28 as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

D. Consider a resolution setting a public hearing on the creation of the tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone and directing a preliminary reinvestment zone project and financing plan be prepared.

City Manager Morad Kabiri took a moment to discuss with the Council what the tax increment financing entailed. He then touched on the next steps on the creation of the tax increment reinvestment zone (TIRZ), as follows:

1) Call a public hearing and directing the Preliminary Project Plan and Financing Plan be prepared;
2) Publish notice of the public hearing;
3) Hold the public hearing; and
4) Adopt an ordinance.

Further discussion ensued over the TIRZ separate from setting the date of the public hearing.

A motion was made by Mayor Pro Tem Steve Rockey and seconded by Councilmember Branson to approve Resolution No. R2023-30, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

RESOLUTION 2023-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE, CITY OF FRIENDSWOOD, TEXAS, GENERALLY LOCATED AT 3801 FM

528, FRIENDSWOOD, HARRIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS APPROXIMATELY 124.612 ACRES OF LAND, SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NUMBER 549, HARRIS COUNTY, TEXAS; BEING ALL OF RESTRICTED RESERVES "A" AND "C" CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, A SUBDIVISION PLAT OF RECORD AT FILM CODE NO 691601, HARRIS COUNTY MAP RECORDS; AND BEING THE RESIDUE OF A CALLED 135.778 ACRE TRACT OF LAND CONVEYED TO CLEAR CREEK COMMUNITY CHURCH AS DESCRIBED BY DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20150231965, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS, AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD, TEXAS; AND DIRECTING THE CITY MANGER TO PREPARE OR CAUSE TO BE PREPARED A PRELIMINARY REINVESTMENT ZONE PROJECT AND FINANCE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

E. Consider a resolution accepting the Friendswood City Center Public Improvement District Petition concerning 106.472 acres located at 3801 FM 528, Friendswood, Harris County, Texas, and calling a public hearing on the advisability of the proposed improvements.

Councilmember Griffon noted the parking lot would be constructed on church land, which was exempt from ad valorem taxes. He wondered if there was any possibility that Public Improvement District (PID) or tax increment reinvestment zone (TIRZ) dollars would go to that. City Manager Morad Kabiri answered, no, those were not public properties nor a public project.

A motion was made by Mayor Pro Tem Steve Rockey and seconded by Councilmember Erenwert to approve Resolution No. R2023-31 as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

RESOLUTION R2023-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING A PETITION FOR THE ESTABLISHMENT OF THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF FRIENDSWOOD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

9. CITY MANAGER'S REPORT

A. Receive an update regarding the City of Friendswood earning a 2023 Top Workplace Winner from the Houston Chronicle.

City Manager Morad Kabiri presented the item and stated that the City of Friendswood was recently recognized by the Houston Chronicle as one of the top workplaces in the Houston metro area.

B. Receive and update regarding the City's upcoming holiday events.

City Manager Morad Kabiri presented the item and announced the following upcoming holiday events:

Parks and Recreation

- Nov 9th – Veteran's Day for the Senior Program
- Nov 18th – Blue Santa Softball Tournament
- Nov 20th – Christmas Fairy Hunt in Stevenson Park Begins
- Nov 21st – Senior Center Thanksgiving Potluck
- Dec 2nd – Flap Jack Fun Run
- Dec 2nd – Santa in the Park
- Dec 15th – Holidays in the Park
- Dec 20th – Breakfast with Santa at the Senior Center

Friendswood Library

- Dec 1st – 13th Christmas Card Drive for Hope Village
- Dec 1st – Santa at the Library
- Dec 1st – 2nd Holiday Book Sale
- Dec 15th – Stuffed Animal Sleepover Drop Off
- Jan 5th – 7th Zaki Con

10. BUSINESS ITEMS

A. Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the Quaker Landing Drainage Improvement Project.

This item authorizes an interlocal agreement by and between the City of Friendswood (the "City") with the Galveston County Consolidated Drainage District (the "District") for the Quaker Landing Drainage Improvement Project (the "Project").

The City acquired Lots 19 through 24 of Quakers Landing (the "Property") through FEMA's Hazard Mitigation Grant Buyout Program to mitigate future disaster losses within the City. The Galveston County Consolidated Drainage District ("District") desires to develop, construct, and maintain detention facilities on the Property for flood control, floodplain management, and flood damage prevention purposes (the "Project"). As such, this proposed agreement grants the District the right to do so; provided the District:

- creates a drainage model highlighting the proposed improvements;
- engages a professional engineer to create a preliminary engineering report and to prepare plans and specifications for the construction of the Project, which report, plans and specifications are subject to the City's review and approval;
- competitively bids the construction of the Project;
- obtains the required insurance and bonds from the selected contractor prior to the start of construction of the Project;
- constructs the Project in accordance with the plans and specifications approved by the City;
- provides the City record drawings of the Project; and
- maintains the Project in perpetuity.

The design and construction phases of the Project are to be complete within one year but, upon agreement of the District and the City, the completion date may be extended for additional one-year periods until construction is complete.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson, to authorize the Interlocal Agreement with Galveston County Consolidated Drainage District for Quaker Landing Drainage Improvement Project. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

B. Consider authorizing the Joint Participation Interlocal Agreement with Harris County for the Blackhawk Boulevard 2-C Reconstruction Project.

This item authorizes a Joint Participation Interlocal Agreement (the "Agreement") with Harris County (the "County") Precinct 2 for the Blackhawk Boulevard 2-C Reconstruction Project entails the reconstruction of Blackhawk Boulevard from FM 2351 to Geneva Lane and from Thursa Lane to FM 528 (the "Project").

Under the Agreement, the City and the County each commit to providing $3,392,686 in funding for the Project. The County's funding amount will be paid in two installments, the first being $187,500 for engineering-related services and the second being $3,205,186 for construction and related services. In addition, pursuant to the Agreement, the parties agree to the following:

The City shall:

a. provide or cause to be provided engineering services for the Project;
b. submit plans specifications and estimates to the County for approval;
c. obtain all necessary permits for the Project;
d. be responsible for utility and pipeline relocations, if any;
e. advertise for bids;

f. submit the bids received to the County along with the City's recommendation as to the lowest responsible bidder;
g. award the bid to the lowest responsible bidder;
h. manage the construction of the Project;
i. provide the County an accounting of monies expended; and
j. assume maintenance responsibility of the roadway upon completion and acceptance of the Project.

The County shall:

a. make installment payments to the City --
   (1) the first installment being due 30 days after the execution of the Agreement and
   (2) the second being due 30 days after the first publication of the advertisement of the Project for bids;
b. review and approve the PS&E provided by the City;
c. review the bids and concur with the City's recommendation for award; and
d. participate in the final walk-through and inspection of the Project.

Should the cost of the Project exceed the funding amounts committed by the parties, the City may provide the additional funding, the parties may mutually agree on how the additional funding will be paid, or the parties may agree to scale down the Project to match the available funding.

A motion was made by Mayor Pro Tem Rockey and seconded by Councilmember Robert J. Griffon, to authorize the Joint Participation Interlocal Agreement with Harris County for Blackhawk Boulevard 2-C Reconstruction Project. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

C. Consider the approving Change Order No. 2 between the Friendswood Downtown Economic Development Corporation and Pfeiffer & Sons, Ltd, for the FM 518 Illumination Project, subject to the approval of the Board of Directors of the Friendswood Downtown Economic Development Corporation.

On July 12, 2022, the Board of Directors (the "Board") of the FDEDC authorized a contract with Pfeiffer & Son, Ltd., (the "Contractor") for the FM 518 Illumination Project (the "Project") in the amount of $2,350,474.00. The Project entails pedestrian and roadway illumination for the length of FM 518 between FM 2351 and Castlewood Dr., omitting the area in front of Friends Church (Spreading Oaks to Stonesthrow Ave.), and is part of the Downtown Improvements Plan, which was adopted by the Board of the FDEDC and approved by the City Council.

This proposed change order in the amount of $143,852.50 includes the following:

Item No.	Description	Cost
1	Installation of pull boxes to tie in existing conduit behind the curb to the new light pole foundation location (one pull box per light pole)	$54,560.00
2	Expansion of the Project to include the illumination of FM 518 from Castleweood Dr. to Whispering Pines.	$89,292.50
	TOTAL	**$143,852.50**

Contingency funds will be used to fund the change order.

Pursuant to Section 501.073 of the Texas Local Government Code and Section 9.7 of the FDEDC's Bylaws, the FDEDC may expend monies authorized by the Board only after approval of the City Council. This item allows the Council to approve these expenditures, subject to the Board's approval.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson, to authorize Change Order 2 for the FM 518 Illumination Project subject to the Board's approval. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

11. PROPOSED RESOLUTIONS & ORDINANCES

A. Consider on final reading an ordinance amending Chapter 30 "Fire Protection and Prevention," Article II "Fire Marshal," Section 30-21 "Office created; appointment" of the Friendswood City Code to rename such section as "Office created" and to reflect that such office is within the Emergency Services Department.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve Ordinance No. 2023-29, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

ORDINANCE NO. 2023-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE II "FIRE MARSHAL," SECTION 30-21 "OFFICE CREATED; APPOINTMENT" OF THE FRIENDSWOOD CITY CODE TO RENAME SUCH SECTION AS "OFFICE CREATED" AND TO REFLECT THAT SUCH OFFICE IS WITHIN THE EMERGENCY SERVICES DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

B. Consider on final reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds, and Insurance Amounts" of the Friendswood City Code to update the earthwork permit fees, to establish floodplain development permit fees and sitework permit fees, and to codify fees for temporary street banners.

A motion was made by Councilmember Erenwert and seconded by Councilmember Matranga to approve Ordinance No. 2023-30, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

ORDINANCE 2023-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BONDS AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE EARTHWORK PERMIT FEES, TO ESTABLISH FLOODPLAIN DEVELOPMENT PERMIT FEES AND SITEWORK PERMIT FEES, AND TO CODIFY FEES FOR TEMPORARY STREET BANNERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

C. Consider an ordinance renaming Harold Whitaker Drive to Whitaker Drive.

A motion was made by Mayor Pro Tem Rockey and seconded by Councilmember Griffon to approve an proposed ordinance on first reading renaming of Whitaker Drive, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RENAMING HAROLD WHITAKER DRIVE TO WHITAKER DRIVE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

D. Consider a resolution repealing Resolution No. R2023-23 in its entirety and setting a new time, date, and place for a public hearing to discuss and review the proposed updated land use assumptions, capital improvements plan, and the imposition of impact fees.

A motion was made by Councilmember Erenwert and seconded by Councilmember Branson to approve Resolution No. R2023-32, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

RESOLUTION R2023-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING RESOLUTION NO. 2023-23 ADOPTED ON OCTOBER 2, 2023; AND SETTING A NEW TIME, DATE AND PLACE FOR A PUBLIC HEARING TO DISCUSS AND REVIEW THE PROPOSED UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, MAXIMUM IMPACT FEE PER SERVICE UNIT AND THE CORRESPONDING ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Consider a resolution authorizing the City's membership in a coalition named "Cities Served by CenterPoint Gas" for the purpose of protecting the interests of the City and its citizens with respect to gas utility matters and suspending the effective date of the statement of intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas to charge rates in the Texas Division to permit the City time to study the request and ultimately to establish reasonable rates.

A motion was made by Councilmember Matranga and seconded by Councilmember Branson to approve Resolution No. R2023-33, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

RESOLUTION R2023-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING MEMBERSHIP IN THE "CITIES SERVED BY CENTERPOINT GAS" COALITION FOR THE PURPOSE OF PROTECTING THE INTEREST OF THE CITY AND ITS CITIZENS WITH RESPECT TO CENTERPOINT MATTERS; SUSPENDING THE EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TO CHANGE RATES IN THE TEXAS DIVISION IN ORDER TO PERMIT THE CITY TIME TO STUDY THE REQUEST, AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY CENTERPOINT; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH CENTERPOINT AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; DIRECTING NOTICE OF THIS RESOLUTION TO CENTERPOINT AND LEGAL COUNSEL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

12. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve the Consent Agenda, Items 12.a. and 12.b. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Other: Councilmember Trish Hanks (Absent)

The item passed unanimously.

A. Consider approving the ad valorem tax report for September 2023.

B. Consider approving the minutes of the City Council Regular Meeting held on October 2, 2023.

13. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the November 6, 2023, City Council Regular Meeting at 7:23 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to discuss or deliberate the offer of a financial or other incentive to a business prospect for the development of the Friendswood City Center and to consult with the City's attorneys regarding a Development Agreement related thereto.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to discuss or deliberate the offer of a financial or other incentive to a business prospect for the development of the Friendswood City Center Development and to consult with the City's attorney regarding a Development Agreement related thereto.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the creation of the Friendswood City Center Public Improvement District, which includes approximately 106.472 acres of land situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes the creation of the Friendswood City Center Public Improvement District, which includes approximately 106.472 acres, generally located south of FM 528, east of Bay Area Boulevard, west of Clear Creek and north of Oak Drive and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd. (the "District"). The City Council accepted a petition concerning the creation of the District on November 6, 2023, and held the requisite public rehearing after providing notice as required by law. Therefore, in order to finance the proposed improvements through special assessments, the next step is for the City Council to make certain findings and authorize the creation of the District. The findings in this proposed resolution address the following:

1. the advisability of the proposed improvements;
2. the nature of the proposed improvements;
3. the estimated cost of the proposed improvements;
4. the boundaries of the District;
5. the method of assessment; and
6. the apportionment of costs between the City and the District.

If Council adopts the proposed resolution, the next steps include:

1. develop a five-year service plan and assessment plan;
2. prepare a proposed assessment roll;
3. mail and publish notice of a public hearing on the proposed assessment roll;
4. hold a public hearing on the proposed assessment roll; and
5. adopt an ordinance levying the special assessments against the taxable properties within the District.

This resolution must be approved by a majority of all of the members of the City Council in order to pass.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Public Improvement Districts (“PIDs”) provide a development tool that allocates costs according to the benefits received. A PID can provide a means to fund supplemental services and improvements to meet community needs which could not otherwise be constructed or provided and be paid by those who most benefit from them.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Creating City Center PID

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF FRIENDSWOOD IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the City Council (the "City Council") of the City of Friendswood, Texas (the "City") is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act") to create a public improvement district within its corporate limits; and

WHEREAS, the City received a petition (the "Petition"), requesting the establishment of a PID, (to be known as the "Friendswood City Center Public Improvement District") (the "District"); and

WHEREAS, the Petition included approximately 124.61 acres of land within the corporate limits of the City such property described by metes and bounds in Exhibit A (the "Property"), attached to the Petition; and

WHEREAS, the Petition was signed by the record owner of taxable real property representing more than 50% of the appraised value of the real property liable for assessment and the record owner of taxable real property that constitute more than 50% of the area of all taxable real property within the District that is liable for assessment, (the "Petitioner"); and as such, the Petition complies with the Act; and

WHEREAS, on November 6, 2023, the City Council accepted the Petition and called a public hearing for December 4, 2023, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 4, 2023; and

WHEREAS, the public hearing was held on December 4, 2023 and the City Council now desires to create the public improvement district;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That the findings set forth in the recitals of this resolution are found to be true and correct and are incorporated herein for all purposes.

Section 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

Section 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and evidence and testimony presented at the public hearing on December 4, 2023, hereby finds and declares:

(a) *Advisability of the Proposed Improvements*. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements, (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, acquisition, construction, improvement, and other allowed costs related to firefighting facilities, (vi) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (v) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vii) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement (viii) payment of expenses incurred in the establishment, administration, and operation of the District; (ix) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (x) maintenance and operation expenses of the Authorized Improvements.

(c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the District is $100,000,000. The City will pay no costs of the Authorized Improvements from funds other than assessments levied on property within the District The remaining costs of the proposed improvements will be paid from sources other than those described above.

(d) *Boundaries of the District*. The City Council has determined that the boundaries of the District should be 106.472 acres of land within the City of Friendswood, Harris County, Texas. A metes and bounds description of the boundaries of the District is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

(e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the District in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

(f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioners.

(g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

Section 4. That the creation of the Friendswood City Center Public Improvement District is hereby confirmed, authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. That the City Manager is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

Section 6. That the City Secretary is hereby authorized and directed to file a copy of this resolution with the Harris County Clerk no later than December 11, 2023, the seventh (7th) day after its date of adoption.

Section 7. That this resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood this the 4th day of December, 2023.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Mike Foreman, Mayor of the City of Friendswood, Texas, known to me to be the person who signed the above and acknowledged to me that he executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this the 4th day of December 2023.

_____
Notary Public, State of Texas

[NOTARY STAMP]

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Exhibit "A"
District Boundaries

METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQUARE FEET)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 106.472 acres (4,637,900 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being the residue of a called 135.778 acre tract of land conveyed to Clear Creek Community Church as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. 20150231965; said 106.472 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly right-of-way (R.O.W.) line of F.M. 528 (120 feet wide) and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

THENCE, Northeasterly, an arc distance of 311.32 feet along said southerly R.O.W. line and a curve to the right, having a radius of 1,840.08 feet, a central angle of 09°41'36", and a chord which bears North 76°21'49" East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South 07°56' East, 0.69 feet;

THENCE, North 81°12'37" East, along said southerly R.O.W. line, at 90.40 feet passing a 5/8-inch iron rod found marking the northeast corner of said Restricted Reserve "A", continuing in all for a total distance of 1,772.42 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of a called 28.9270 acre tract of land conveyed to Clear Creek I.S.D. as described by deed recorded under H.C.C.F. No. P598260; said iron rod for the northeast corner of the herein described tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line, at 1,289.36 feet passing a 5/8-inch iron rod found marking the westerly common corner of said 28.9270 acre tract and a called 10.0000 acre tract of land conveyed to Clear Creek I.S.D. as described by deed recorded under H.C.C.F. No. P598262, continuing in all for a total distance of 2,190.65 feet to a 5/8-inch iron rod with cap stamped "RPLS 3974" found on the northwesterly R.O.W. line of a Harris County Flood Control District drainage easement (150 feet wide) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682; said iron rod for the southeast corner of the herein described tract;

THENCE, South 38°20'29" West, along said northwesterly R.O.W. line, a distance of 877.99 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLS, dated October 9, 2015 and for the most southerly corner of the herein described tract;

THENCE, along said mean higher water line of Clear Creek, the following courses and distances:

North 21°17'29" West, a distance of 80.86 feet to an angle point;

North 04°22'12" West, a distance of 216.80 feet to an angle point;

North 32°41'57" West, a distance of 184.39 feet to an angle point;

North 51°06'03" West, a distance of 159.93 feet to an angle point;

North 74°03'08" West, a distance of 164.71 feet to an angle point;

South 48°02'49" West, a distance of 44.69 feet to an angle point;

North 73°53'13" West, a distance of 47.50 feet to an angle point;

South 49°24'27" West, a distance of 89.87 feet to an angle point;

North 75°14'40" West, a distance of 40.66 feet to an angle point;

South 43°53'50" West, a distance of 146.10 feet to an angle point;

South 25°05'22" West, a distance of 134.50 feet to an angle point;

South 83°33'17" West, a distance of 49.30 feet to an angle point;

South 21°22'27" West, a distance of 73.69 feet to an angle point;

North 77°09'16" West, a distance of 62.96 feet to an angle point;

South 59°48'42" West, a distance of 48.72 feet to an angle point;

North 76°29'09" West, a distance of 56.65 feet to an angle point;

North 88°56'38" West, a distance of 120.31 feet to an angle point;

North 78°01'47" West, a distance of 221.29 feet to an angle point;

North 67°13'30" West, a distance of 112.00 feet to an angle point;

North 50°46'11" West, a distance of 258.04 feet to an angle point;

North 16°00'41" West, a distance of 99.00 feet to an angle point;

North 05°32'33" West, a distance of 60.42 feet to an angle point;

North 23°27'30" East, a distance of 67.18 feet to an angle point;

North 39°20'14" East, a distance of 42.52 feet to an angle point;

North 59°56'00" East, a distance of 35.59 feet to an angle point;

South 84°03'09" East, a distance of 25.53 feet to an angle point;

South 63°21'49" East, a distance of 25.66 feet to an angle point;

North 23°23'59" East, a distance of 84.42 feet to an angle point;

North 27°29'30" East, a distance of 63.48 feet to an angle point;

North 19°02'35" East, a distance of 103.93 feet to an angle point;

North 14°38'12" East, a distance of 53.72 feet to an angle point;

North 13°22'21" West, a distance of 9.00 feet to an angle point;

North 15°04'35" East, a distance of 70.83 feet to an angle point;

North 31°32'46" West, a distance of 52.49 feet to an angle point;

North 21°40'27" West, a distance of 75.23 feet to an angle point;

North 29°57'57" West, a distance of 10.93 feet to an angle point;

North 35°55'50" West, a distance of 91.39 feet to a southerly corner of Restricted Reserve "D", CLEAR CREEK COMMUNITY CHURCH;

THENCE, North 20°09'13" East, departing said mean higher high water line of Clear Creek and along the common line of said Restricted Reserves "C" and "D", CLEAR CREEK COMMUNITY CHURCH, a distance of 208.95 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of said Restricted Reserve "B" and for an angle point;

THENCE, North 08°44'05" West, along the common line of said Restricted Reserves "B" and "C", CLEAR CREEK COMMUNITY CHURCH, at 608.49 feet passing the westerly common corner of said Restricted Reserves "A" and "C", continuing along a common line of said Restricted Reserves "A" and "B" for a total distance of 854.44 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, South 81°13'21" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 185.80 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a common corner of said Restricted Reserves "A" and "B" and for an angle point;

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 106.472 acres (4,637,900 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
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www.boundaryone.com
October 20, 2022

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: December 4, 2023

Date submitted: 11/07/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Development Agreement with Madison Development Corp., LLC, for the Friendswood City Center Development.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Development Agreement - Draft