



**CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 8, 2024, 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 and State of Texas

4. 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.

5. 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.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

- A. Present the City of Friendswood Five Star Spirit Award for the Third Quarter of 2023 to Sergeant Jeffery Kimberly in the Police Department.

7. WORK SESSION TOPICS

- A. Presentation and discussion regarding updated Community Economic Development Committee messaging.

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

- A. Conduct a public hearing regarding a request for a zone classification change for property located at 903 S. Friendswood Drive, 0.34 acres being Lot Two (2) 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 proposed zone change for property located at 903 S. Friendswood Drive, 0.34 acres being Lot Two (2) 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).

9. IMPACT FEE UPDATE

- A. Conduct a public hearing regarding amendments to the land use assumptions, the Capital Improvements Plan, and the maximum allowable water and wastewater impact fees.
- B. Consider an ordinance approving amendments to the land use assumptions, the Capital Improvements Plan, and the maximum allowable water and wastewater impact fees.

10. FRIENDSWOOD CITY CENTER DEVELOPMENT

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

11. CITY MANAGER'S REPORT

- A. Present an update regarding the Friendswood Arbor Day Event.
- B. Present an update regarding the City receiving our 35th GFOA Award for Excellence in Financial Reporting for our fiscal year 2022 Annual Comprehensive Financial Report.
- C. Present an update regarding a \$10 million Texas Water Development Board Grant for the Whitcomb Drainage Project.
- D. Present an update regarding the 2023 Employee Service Award recipients.
- E. Present the Salt Grass Chapter TMCA - Delores McKenzie Scholarship to Deputy City Secretary Raquel Martinez.
- F. Present an update regarding Jennifer Hale, Senior Clerk in the City's Municipal Court, receiving the Distinguished Service Award from Texas Court Clerks Association.
- G. Present an update regarding a Santa Rides Route Tracker & Interactive Map.

12. BUSINESS ITEMS

- A. Consider authorizing a professional services agreement with Stantec Consulting Services, Inc., to complete a pavement condition assessment on City-maintained paved roads and to implement a pavement management system.

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance ordering the City of Friendswood General Election and Special Election to be held on May 4, 2024, for the purpose of (1) electing a Mayor and Councilmembers for Position Nos. 1 and 3; and (2) voting for or against the reauthorization of sales and use tax for street maintenance for another four years.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by

approving "Budget Amendment II" and providing for supplemental appropriation and/or transfer of certain funds.

- D. Consider a resolution certifying that the election precincts in the Friendswood portion of Harris County qualify for an exemption from the certain bilingual requirements of the Voting Rights Act as well as the Texas Election Code and directing the Mayor to provide a written summary to Harris and Galveston Counties concerning this exemption.

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 a resolution authorizing the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Youth Sports Day Parade on FM 2351.
- B. Consider authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 4, 2024.
- C. Consider ratifying a Master Services Agreement with PS Lightwave, Inc., for Ethernet, Internet and related services for the Public Safety Building under TIPs Purchasing Cooperative Contract No. 220105.
- D. Consider ratifying the sole source agreement with Innovative Interfaces, Inc., for certain library management, discovery and resource-sharing technologies.
- E. Consider authorizing the final acceptance of the FY21-22 Asphalt Street Maintenance Program.
- F. Consider approving the ad valorem tax report for November 2023.
- G. Consider approving the minutes of the Special Council Meeting held on December 11, 2023.

15. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Cause No. 18-CV-0108; *Tostado v. City of Friendswood*, in the 122nd Judicial District Court, Galveston County, Texas.
- B. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding the Fair Housing Act.
- C. Recess and convene into an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate offers of financial or other incentives to business prospects the City seeks to locate, stay or expand in Friendswood and to seek the advice of the City's attorney on legal matters related thereto.
- D. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

16. DISCUSSION AND POSSIBLE ACTION

- A. Consider an Economic Development Agreement for the redevelopment of a vacant building in the Downtown District for commercial purposes.
- B. Consider an Economic Development Agreement for certain improvements to an existing building in the Downtown District for commercial purposes.

- C. Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

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](http://RELAYTEXAS.COM).



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this
5th day of January 2024, 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: January 8, 2024

Date submitted: 12/05/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present the City of Friendswood Five Star Spirit Award for the Third Quarter of 2023 to Sergeant Jeffery Kimberly in the Police Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A mother of a student at Bales Intermediate School nominated Sgt. Kimberly after his interaction with her son. She has an 8-year-old child who is on the spectrum. A couple of weeks ago, Bales had an active shooter drill. It was her child's first active shooter drill since he just transitioned from private school to public school. Her son accidentally got locked in the restroom during the active shooter drill. The officer that was at Bales reassured him and told him how brave he was and gave him one of the silver junior police badges. Ever since that time, her child has not stopped talking about the officer and refuses to take the backing off of the silver junior police badge; it has become a sensory tool for him.

Jeffery is a Sergeant in the Police Department and began with the City in 2012.

Sgt Kimberly's' actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional, and Enthusiastic. We congratulate Jeffery on being the recipient of the Five Star Spirit Award and thank him for his service to our citizens!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: January 8, 2024

Date submitted: 12/05/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Presentation and discussion regarding updated Community Economic Development Committee messaging.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In the last year, the CEDC has collaborated with various groups to create a consistent messaging program that can be shared and promoted by the local business community. This workshop intends to inform the City Council about the completion of their efforts and the next steps to integrating messaging into the City's communications and social media.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. MSG FINAL
2. CEDC Workshop Presentation

Collaboration Meeting

October 5, 2023

- Summary of initial meeting (Nov 2022)

Action Item 1 - CEDC

The CEDC will take the lead on the consolidation of resources, beginning with partnering with City Staff to update and streamline the CEDC webpage to better serve those seeking out important information regarding business creation and permitting. As mentioned during the meeting, the current layout of information on the City's website is not very easy to navigate. In addition to compiling the existing information we look to add new resources for business planning and potential capital sources for start-ups and entrepreneurs. Once the framework has been established, we will make it easy to access information and resources curated by the groups and City Staff.

Action Item 2 – All

Perhaps the most discussed and agreed upon item of the meeting was the idea of consistent messaging. A unified effort to promote the City as an advocate for new and existing businesses and as a clearinghouse for business resources would be of great benefit to the shared economic development efforts of the CEDC, Chamber of Commerce, FDEDC and the FDFA. The creation of this messaging was tasked to the representatives in attendance to discuss with their respective groups and will be presented at a subsequent Collaboration Meeting. Ultimately, this cohesive messaging will be shared by the members of each group when opportunities arise within the community.

While the above two topics were the most discussed, the session identified other areas that can be improved upon to better serve the business community. Accomplishing the first two action items will open the door to more in-depth dialogue with the business community and allow us to take on the items listed below.

- The need for additional business planning and financial education resources
- Target list of preferred businesses types
- Evaluation of skill sets within our school districts and colleges
- Opportunities for shadowing or internships
- Business "health" report based on input from existing businesses

- CEDC interviewed 25 businesses and 2 commercial real estate brokers and an economic development partner. Each was asked a series of questions.
- **BUSINESSES:** Why did you choose Friendswood to establish your business; How do you describe Friendswood's business community to clients and peers; What are some challenges your business is currently experiencing; What services or systems are missing in our community that would help you be more successful?
- **BROKERS/PARTNERS:** When you think of Friendswood what attributes come to mind that sets us apart from other cities; How do you describe Friendswood to your clients and peers; What objections are you having to overcome when talking about Friendswood; What should our city offer to prospective businesses to attract them to our community; How can we help you?
- After compiling the data and deliberating the information we created message concepts

Final Message Concepts

FRIENDSWOOD—

A forward-looking community with a proud past, strong traditions, and space to grow dreams.

- **Friendswood is a proud city that values family ties, educational excellence, a sense of belonging, safe neighborhoods, and an environment where residents support and care for one another.**
- **Friendswood is a welcoming city with a collaborative business community, loyal consumers which contributes to the prosperous economy, a talented and capable workforce, an encouraging entrepreneurial spirit and is touted as a city on the move.**
- **Friendswood is a community with a big heart and a strong backbone, longstanding traditions, active charitable and civic organizations, and an exceptional quality of place to live, work and play.**

CITY OF FRIENDSWOOD

January 8, 2024



CEDC Messaging Concepts

- Collaborated with the Chamber of Commerce, the Friendswood Downtown Economic Development Corporation (FDEDC) and the Friends of Downtown Friendswood (FDFA) to organize uniform messaging program.
- Visited with 25 local businesses to learn why they chose to establish their businesses in Friendswood.
- Final messaging proposed to be used by all groups to create a uniform program to promote Friendswood to the business community.

CEDC Messaging Concepts

FRIENDSWOOD

A forward-looking community with a proud past, strong traditions,
and space to grow dreams.

CEDC Messaging Concepts

- **Friendswood is a proud city that values family ties, educational excellence, a sense of belonging, safe neighborhoods, and an environment where residents support and care for one another.**
- **Friendswood is a welcoming city with a collaborative business community, loyal consumers which contributes to the prosperous economy, a talented and capable workforce, an encouraging entrepreneurial spirit and is touted as a city on the move.**
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CEDC Messaging Concepts

QUESTIONS?

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: January 8, 2024

Date submitted: 11/08/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Conduct a public hearing regarding a request for a zone classification change for property located at 903 S. Friendswood Drive, 0.34 acres being Lot Two (2) 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 property owner is making a request to change the zoning of his property to Downtown District (DD). The property is located within the DD Boundary and the ultimate goal is for as many properties within the boundary as possible be zoned Downtown District (DD). At this time, no additions or alterations are planned for the existing structure on the property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ultimate goal is for all properties within the Downtown District Boundary to be zoned Downtown District(DD).

RECOMMENDATIONS

The Planning and Zoning Commission is forwarding a positive recommendation. See attached Final Report.

ATTACHMENTS

1. Zone Change Application_OUYANG_2023
2. Aerial Map_903 S Friendswood Dr
3. Location Map_903 S Friendswood Dr
4. Zoning Map_903 S Friendswood Dr
5. FLUMap_903 S Friendswood Dr
6. 903 S Friendswood Dr Rezoning Report
7. 903 S Friendswood Dr PZ Final Report 12-18-2023



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: NC

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 903 S Friendswood Dr.

Platted Land – Plat Name: SOUTHERN BREEZE Lot: 2 Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Hui Ouyang Phone: 832-768-7598

Owner's Mailing Address: 2461 Morning Ridge Ln

City: Friendswood State: TX Zip: 77546 Fax: 281-612-2165

Owner's Email Address: dro@yinandyanghealthcare.com

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Agent's Email Address: _____

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature _____ Date: 10/30/2023

Agent's Signature: _____ Date: _____

Received By: _____
Date of Public Hearing: _____
Property Owner Notices: _____

Application Number: _____
Received Date: _____
Newspaper Notice: _____
Sign on Property: _____

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☐ Application Fee of \$300 (PUD \$500)

(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

☐ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

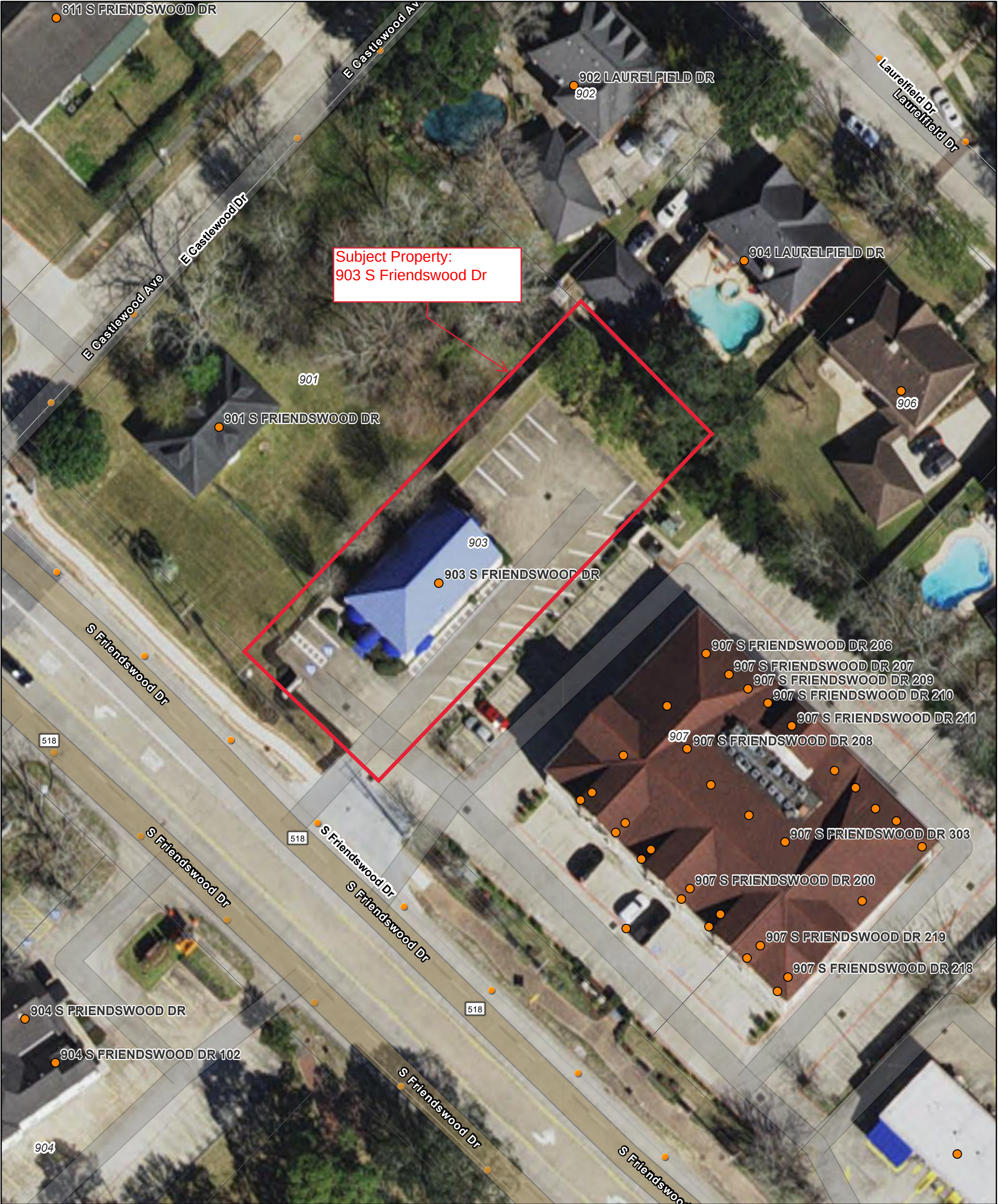
Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

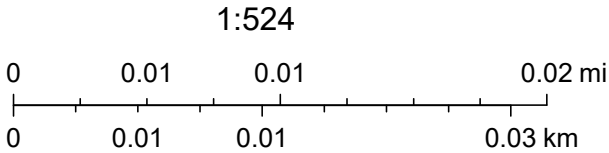
See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

ArcGIS Web Map



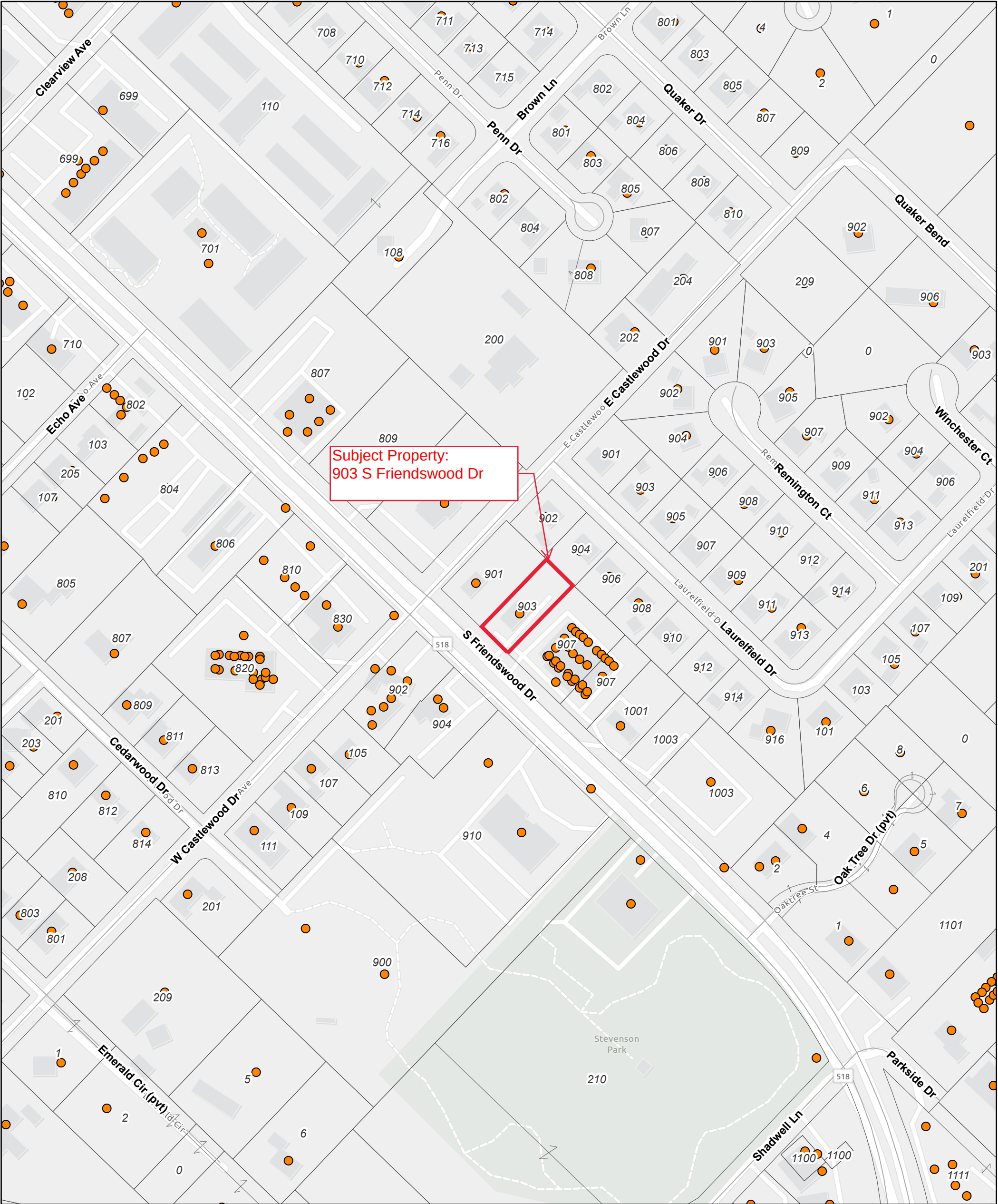
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- City Limit
- Address Points
- Streets
- Parcels

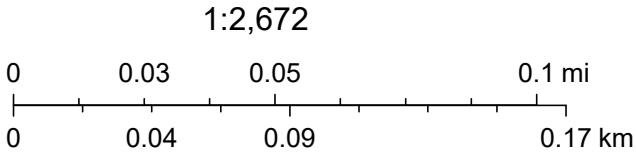


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ArcGIS Web Map

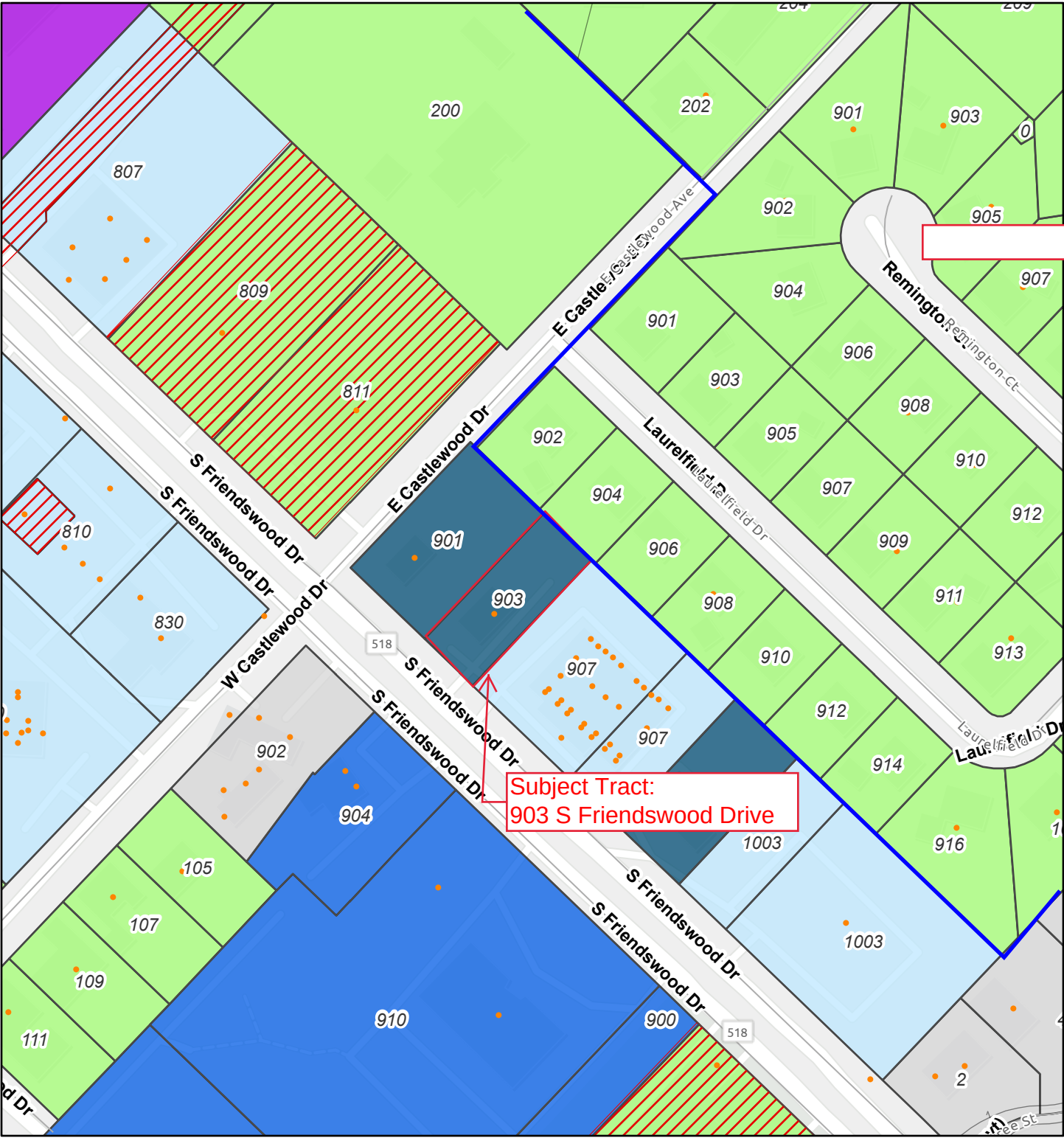


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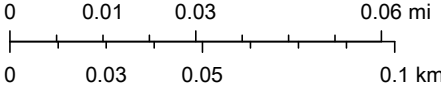
Current Zoning Map



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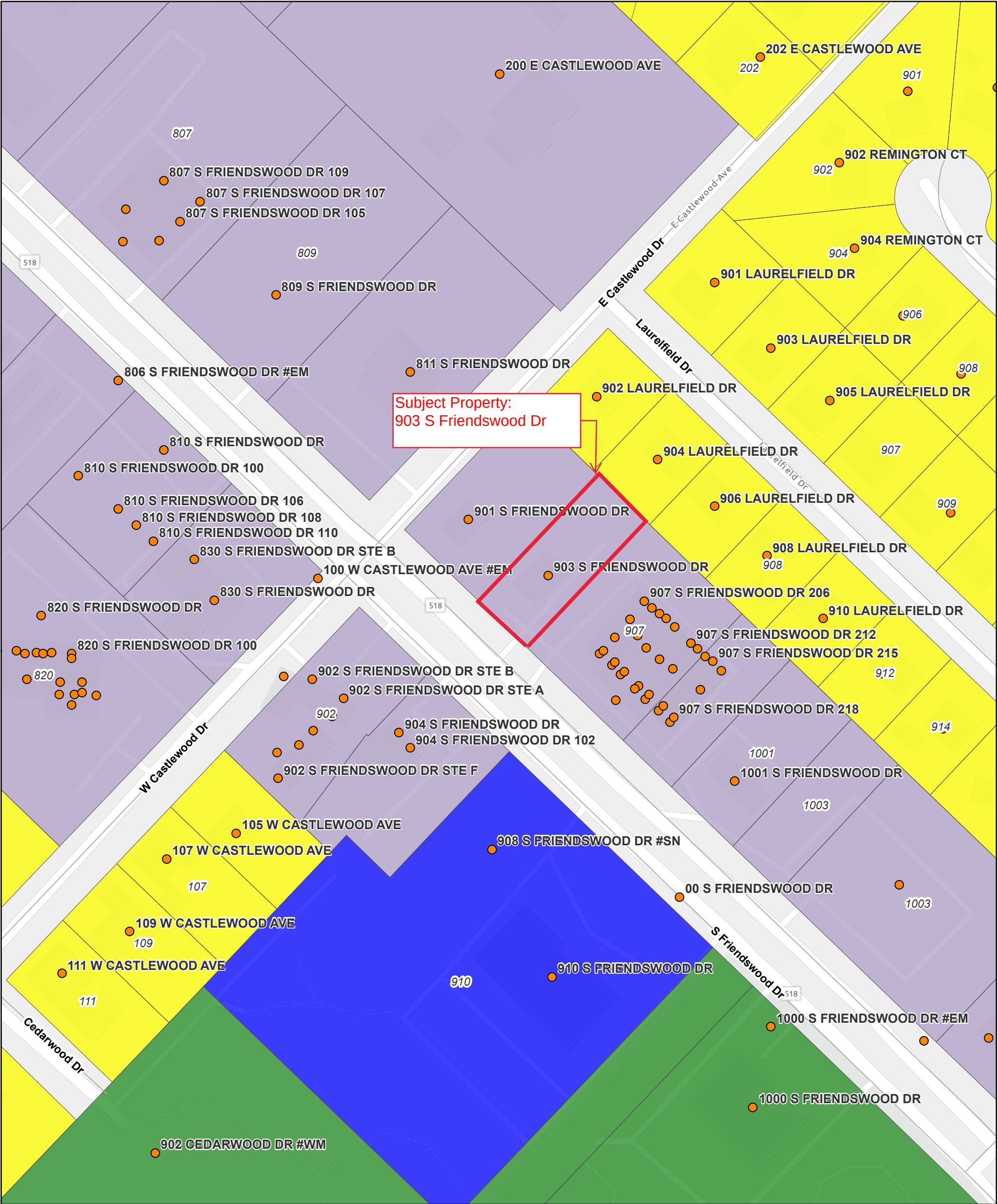
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|--|------------------------------|--|------------------|
|  | City Limit | | Zoning by Parcel |
|  | Address Points |  | CSC |
|  | Streets |  | DD |
|  | Galveston County - Lot Lines |  | MFR-H |
|  | Parcels |  | NC |
|  | Specific Use Permits |  | OPD |
|  | Downtown District Boundary |  | SFR |



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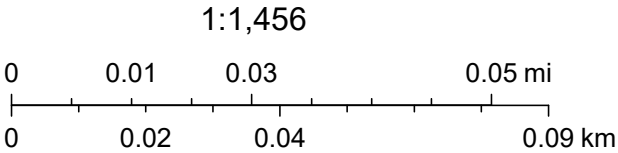
ArcGIS Web Map



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- City Limit
- Address Points
- Streets
- Galveston County - Lot Lines
- Parcels

- Future Land Use Adopted 2021
- Low Density
 - Mixed Use
 - Parks
 - Public and Semi-Public



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Rezoning Report

November 2023

Project: Zone Change Request

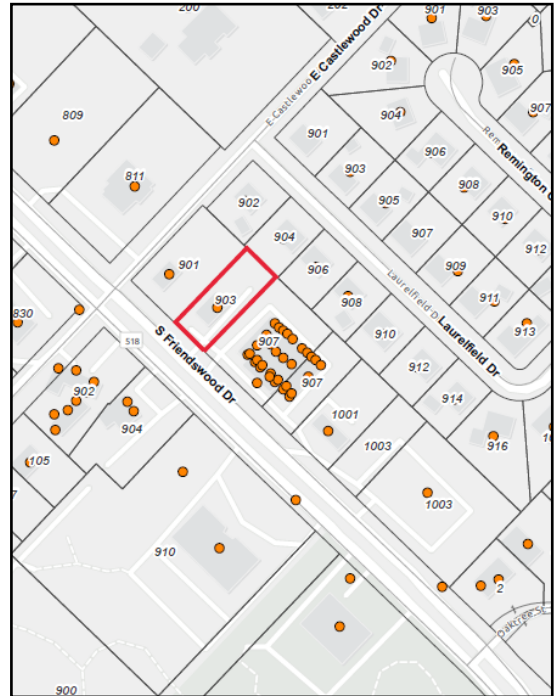
Address: 903 S Friendswood Drive

Legal: .34 acres being Lot Two (2), 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

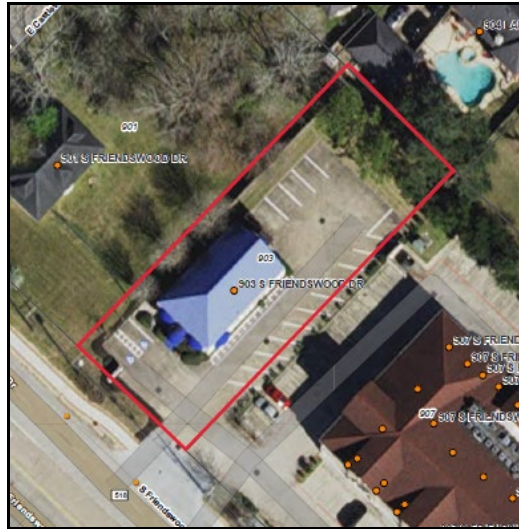


I. Downtown District (DD), general purpose and description. The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the 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 eaves 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 .34 acres of land located near the corner of S. Friendswood Drive and E. Castlewood Avenue. The current building was constructed in 1995.



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. We recently approved the request for 901 S Friendswood Drive to change from NC to DD, and the other next-door property at 907 S Friendswood Drive is also zoned DD. 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 existing.

Access:

The property currently has access on FM 518. No additional development is planned at this time.

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: December 18, 2023
Re: Zone change request for 903 S Friendswood Drive
Neighborhood Commercial (NC) to Downtown District (DD)

TH (AH)

At the Planning and Zoning Commission meeting held December 18, 2023, following the public hearing the Planning and Zoning Commission voted 5-0 (Commissioners Koerner and Sasson 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.

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: January 8, 2024

Date submitted: 11/08/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance regarding a proposed zone change for property located at 903 S. Friendswood Drive, 0.34 acres being Lot Two (2) 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 property owner is making a request to change the zoning of his property to Downtown District (DD). The property is located within the DD Boundary and the ultimate goal is for as many properties within the boundary as possible be zoned Downtown District (DD). At this time, no additions or alterations are planned for the existing structure on the property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ultimate goal is for all properties within the Downtown District Boundary to be zoned Downtown District(DD).

RECOMMENDATIONS

The Planning and Zoning Commission is forwarding a positive recommendation. See Final Report on public hearing item.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment for 903 S Friendswood Drive from NC to DD
2. Exhibit A - 903 S. Friendswood

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 903 S. FRIENDSWOOD DRIVE, MORE PARTICULARLY DESCRIBED AS A 0.34-ACRE TRACT OF LAND BEING LOT TWO (2) 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, Hui Ouyang and Jieyun Yin (collectively the "Owner") are the owners of the tract located at 903 S. Friendswood Drive, more particularly described as a 0.34-acre tract of land being Lot Two (2) 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, 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 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 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

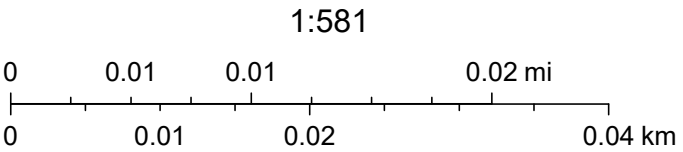
KAREN L. HORNER, City Attorney

Exhibit "A"



12/6/2023, 12:24:42 PM

- City Limit
- Address Points
- Parcels



Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS,

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: January 8, 2024

Date submitted: 12/05/2023

Prepared by: Karen Horner, City Attorney

Subject: Conduct a public hearing regarding amendments to the land use assumptions, the Capital Improvements Plan, and the maximum allowable water and wastewater impact fees.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This public hearing allows any member of the public the right to appear and be heard regarding the ordinance amending the land use assumptions, the capital improvements plan, and the maximum allowable water and wastewater impact fees.

The public hearing is being conducted in compliance with Chapter 395 of the Texas Local Government Code. The amendments to the land use assumptions and capital improvements plan, including the amount of the proposed amended maximum allowable impact fee per service unit, were available to the public prior to the publication of the notice. Notice of this hearing was given in compliance with law and was published in The Reporter News on November 29, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Final Water and Wastewater Impact Fee Update Report - 12-05-2023



FRIENDSWOOD

CITY OF FRIENDSWOOD

2023 WATER AND WASTEWATER IMPACT FEE UPDATE

PREPARED BY:

Freese and Nichols, Inc.

11200 Broadway St., Suite 2320

Pearland, Texas 77584

832-456-4700

PREPARED FOR:

City of Friendswood



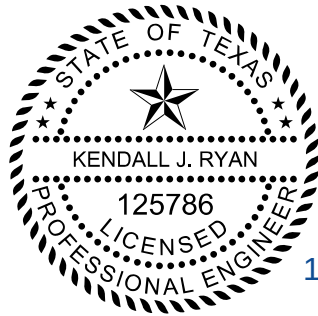
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2023 WATER AND WASTEWATER IMPACT FEE UPDATE

Prepared for:

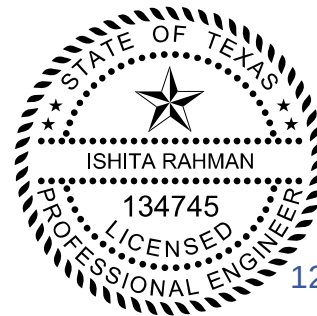
City of Friendswood



12/5/2023

Kendall J. Ryan

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



12/5/2023

Ishita Rahman

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
11200 Broadway St, Suite 2320
Pearland, Texas 77584
832-456-4700

FNI Project No.: FSW23382

Date	Report	Description
11/6/2023	Draft	Draft Report issued to City Staff
11/20/2023	Draft	Draft Report issued to City staff to correct ESU count and CIP figure
12/5/2023	Final	Final Report sealed following presentation to Council (no changes from 11/20/2023 Draft Report)



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Appendix B	Water Impact Fee Eligible CIP Opinions of Probable Construction Costs
Appendix C	Wastewater Impact Fee CIP Opinions of Probable Construction Costs
Appendix D	Anticipated Future Development Information



CAPITAL IMPROVEMENTS ADVISORY COMMITTEE MEMBERS

Chairman Tom Hinckley

Vice-Chair Richard Sasson

Commissioner Travis Mann

Commissioner Cathy Koerner

Commissioner Brian Bounds

Commissioner Marsha Conrad

Commissioner Marcus Rives



1.0 BACKGROUND AND SCOPE

The City of Friendswood (City) currently assesses water and wastewater impact fees as per Texas Local Government Code (TLGC) Chapter 395. The City authorized Freese and Nichols, Inc. (FNI) to perform an impact fee update for the City's water and wastewater systems. The methodology used herein satisfies the requirements of TLGC Chapter 395 (**Section 1.1**) for the update of water and wastewater impact fees.

1.1 TEXAS LOCAL GOVERNMENT CODE

TLGC Chapter 395 (**Appendix A**) requires an impact fee analysis before impact fees can be created, updated, and assessed. TLGC Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." In September 2001, TLGC Chapter 395 was amended creating the current procedure for implementing impact fees. TLGC Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

TLGC Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above



As a funding mechanism for capital improvements, impact fees allow cities to recover the costs associated with new facilities or facility expansions in order to serve future development. Statutory requirements mandate that impact fees be based on a specific list of improvements identified in a capital improvements program and only the cost attributed (and necessitated) by new growth over a 10-year period may be considered.

Periodic Updates

According to TLGC §395.052(a) “A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years...” As capital improvement projects in the plan are completed, planned costs are updated with actual costs to reflect the capital expenditure of the program more accurately. Additionally, new capital improvement projects may be added to the impact fee eligible CIP during the periodic updates.

1.2 IMPACT FEE DEVELOPMENT

The impact fee update process includes preparation of land use assumptions and development of impact fee eligible CIPs and associated CIP costs. The impact fee calculation is limited to project recommendations within the next 10 years that will serve projected growth. This report documents the calculation of the maximum allowable impact fee per equivalent service unit (ESU) based on the updated land use assumptions and water and wastewater CIPs from the City’s recent water and wastewater studies. The TLGC §395.014 allows for a credit equal to 50% of the total projected cost of implementing the CIP. This method was utilized for the impact fee calculation.

The impact fee update process includes workshops with the City’s appointed Capital Improvements Advisory Committee (CIAC) and City Council. The CIAC’s role includes reviewing the land use assumptions and impact fee CIPs and providing written comments on the proposed impact fees to the City Council. The City Council sets the impact fees to be collected.

Source of Impact Fee CIP Projects

With the exception of wastewater Project 5, all impact fee CIP projects identified in this impact fee update were developed as part of other City planning studies. More information about the source of the impact fee CIP projects is provided in **Section 3.2**.



1.3 LIST OF ABBREVIATIONS

The list of abbreviations used in this report are presented in **Table 1-1**.

Table 1-1: List of Abbreviations

Abbreviation	Actual
CIP	Capital Improvements Plan
CIAC	Capital Improvements Advisory Committee
ESU	Equivalent Service Unit
FNI	Freese and Nichols, Inc.
gpm	Gallons per Minute
gpcd	Gallons per capita per day
MGD	Million Gallons per Day
OPCC	Opinion of Probable Construction Cost
TLGC	Texas Local Government Code



2.0 LAND USE ASSUMPTIONS

Population and projected land use are important elements in the analysis of water distribution and wastewater collection systems. In order to identify impact fee eligible water and wastewater capital projects, a reasonable estimation of 10-year growth is required. FNI worked with the City's Community Development and Engineering Departments and incorporated information from the City's Future Land Use Map (2021) and specific planned developments to document 10-year growth projections and land use assumptions during this study. Following this effort, FNI utilized the development projections to identify ongoing/recently completed and planned impact fee eligible improvement projects.

These land use assumptions were utilized to determine the 10-year ESU projections. An ESU is defined as the equivalent to a water or wastewater connection for a single-family residence.

2.1 IMPACT FEE SERVICE AREA

The service area for the 2023 water and wastewater impact fee update consists of the existing City limits and is shown on **Figure 2-1**. The water and wastewater impact fee service areas have the same boundaries and encompass approximately 21 square miles or 13,263 acres.

2.2 LAND USE ASSUMPTIONS UPDATE

FNI worked with the City to evaluate the historical population and develop population and commercial acreage projections within the water and wastewater impact fee service areas. A brief description of the methodology utilized is included in the following sections.

2.2.1 Historical Population

Historical population information for Friendswood's City limits was provided by the City and is summarized in **Table 2-1**. The City's population data shows that between 2013 and 2023, Friendswood experienced a 1.0% annual average growth in population.

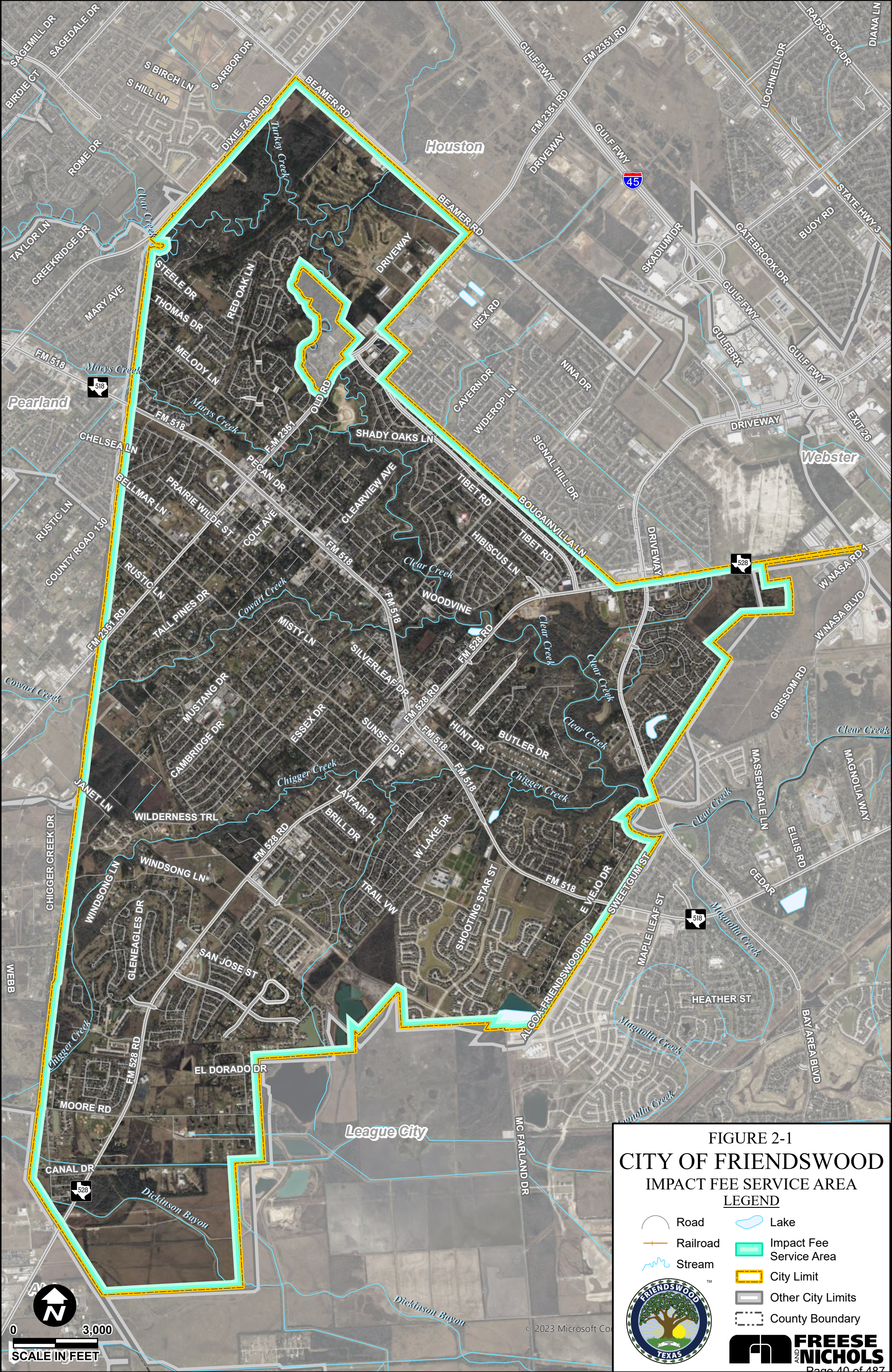




Table 2-1: Historical Population

Year	City Limits Population ⁽¹⁾	Annual Growth Rate
2013	38,479	-
2014	39,023	1.4%
2015	39,430	1.0%
2016	39,926	1.3%
2017	40,668	1.9%
2018	41,075	1.0%
2019	41,291	0.5%
2020	41,740	1.1%
2021	41,974	0.6%
2022	42,268	0.7%
2023	42,360	0.2%
Average Annual Growth Rate		1.0%

(1) Data provided by the City.

2.2.2 Population and Commercial Acreage Projections

FNI worked with the City's Community Development and Engineering Departments to develop population and commercial acreage projections within the water and wastewater impact fee service area. During this process the following information was utilized:

- Friendswood's Future Land Use Map (2021)
- Density and growth projection assumptions per future land use type from the City's Community Development Department
- Information on anticipated developments from the City's Community Development Department
- June 2023 parcel shapefiles from Galveston and Harris County Appraisal Districts
- Active water meter billing locations and consumption from March and April 2023
- *2021 Water System Improvements Report*

Utilizing the data sets listed above and in coordination with the City staff, FNI developed projections for the following categories of future growth:

Anticipated Developments

City staff identified areas where future residential and non-residential developments are anticipated to occur as well as an expected timeline for each development. Where available, the City supplied



development-specific information such as number of single-family lots, number of multi-family units, and commercial acreage. FNI utilized future land use information from the City's Future Land Use Map as shown on **Figure 2-2** and density assumptions for future land use types from the City's Community Development Department to calculate projected population and commercial acreage where projected number of unit were information was unavailable. The anticipated developments are shown on **Figure 2-3**. The growth projections for the anticipated future developments are included in **Appendix D**.

Infill Growth

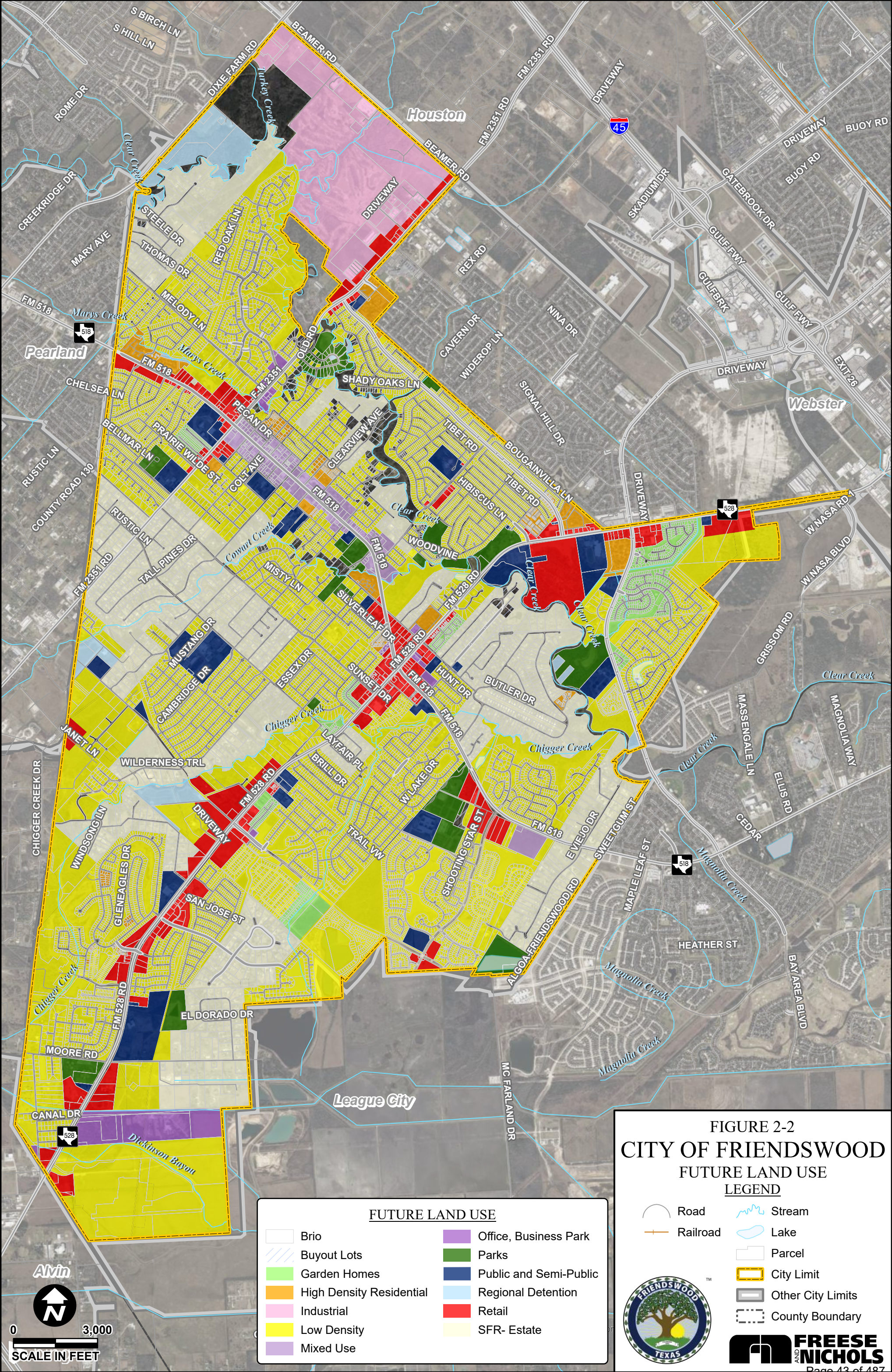
Outside of the known anticipated developments discussed above, FNI utilized active March/April 2023 water meter locations (spatially located by address) and the City's 2021 Future Land Use Map (**Figure 2-2**) to identify future developable areas. These areas included currently vacant parcels outside of the *anticipated developments* described above that are not within the *Parks, Regional Detention, or Buyout Lots* land use types per the Future Land Use Map, and primarily not within the 100-year floodplain. The vacant parcels that are anticipated to develop within the next 10 years were identified based on input from City staff and are shown in **purple** on **Figure 2-3**. Density and growth assumptions for these *infill parcels* were developed utilizing information from City staff and the Future Land Use Map land use and density assumptions. Density for future commercial acreage was developed based on review of existing commercial acreage, commercial type meters and meter sizes. **Table 2-2** summarizes the 10-year growth in population and commercial acreage. The 10-year population projections are graphed along with historical population data on **Figure 2-4**.

Note: Future infill and anticipated developments in the areas zoned 'Downtown District' or assigned a *Public or Semi-Public* land use type per the Future Plane Use Map were not included in the impact fee calculation as they are exempt from paying impact fees.

Table 2-2: Projected 10-Year City-Wide Growth

Year	Population ⁽¹⁾	Commercial Acreage
2023	42,360	562
2033	48,035	726
10-Year Growth	5,675	164

(1) Where unit projections were not available (for infill growth), population projection utilized following density assumptions per land use type: Low Density Residential = 2.7 units/acre, Single-Family Residential Estate =0.5 units/acre.



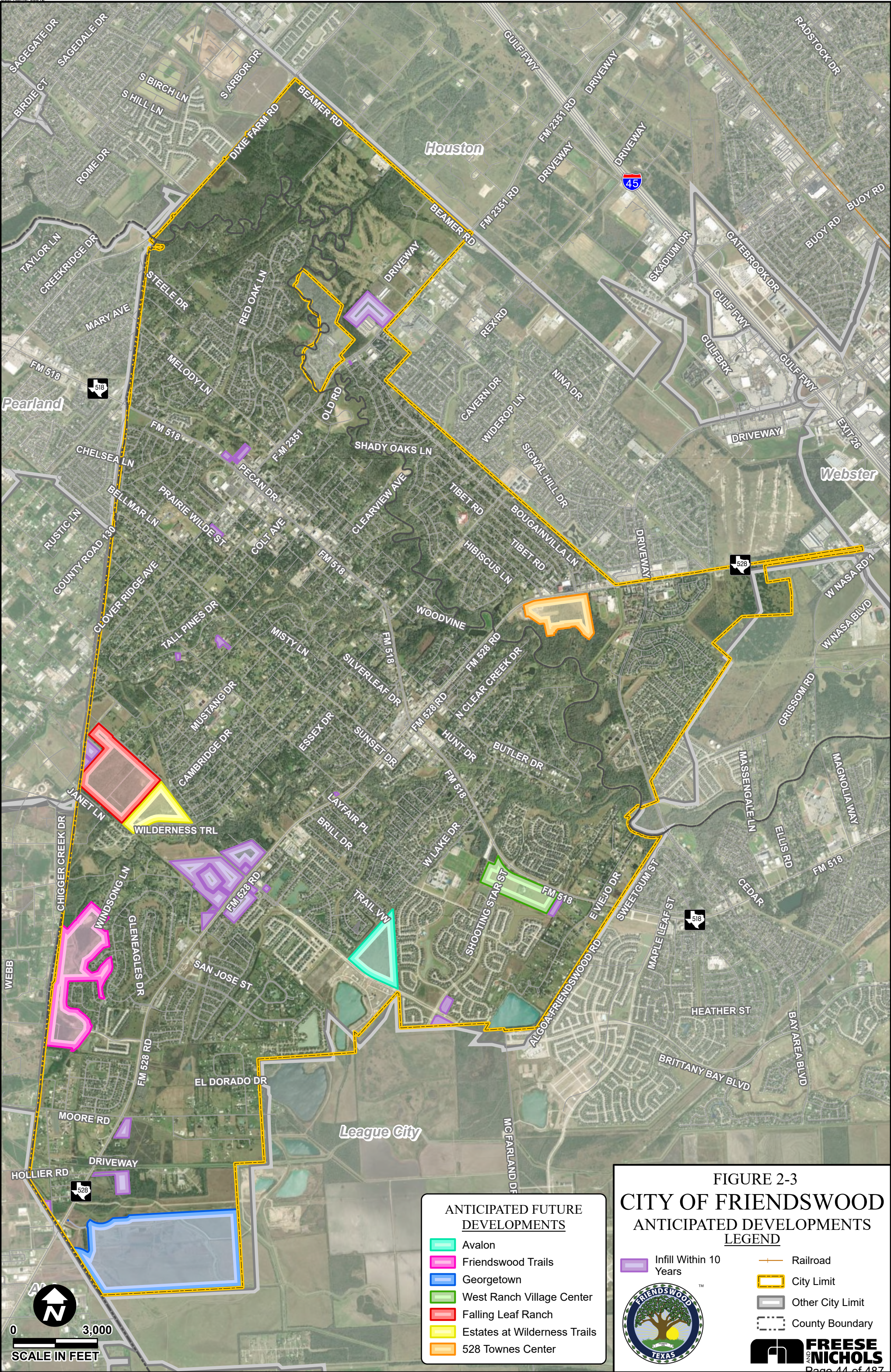
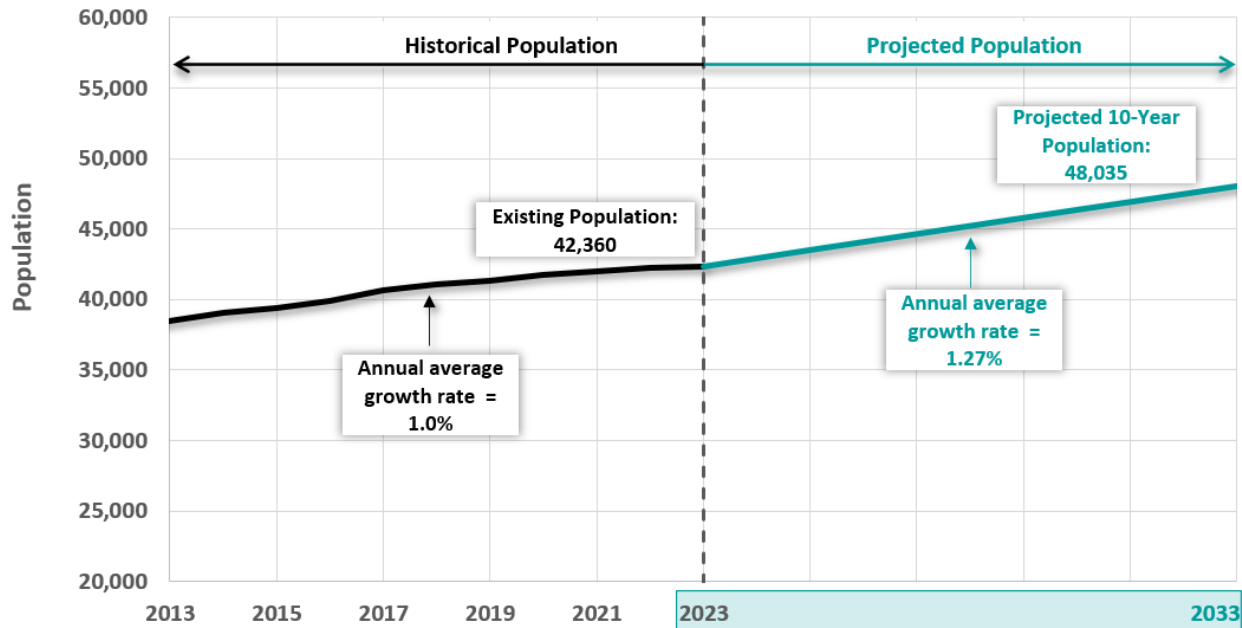




Figure 2-4: Historical and Projected 10-Year Population



2.3 EQUIVALENT SERVICE UNITS

According to TLGC Chapter 395, the maximum impact fee may not exceed the amount determined by dividing the cost of required capital improvements by the total number of service units attributed to new development during the impact fee eligibility period.

Definition of Equivalent Service Unit

A water service unit is defined as the service equivalent to a water connection for a single-family residence. The City of Friendswood utilizes 1-inch meters for single-family connections. For the impact fee calculation, all meters 1-inch and smaller equate to one ESU. The City bills wastewater services based on the customer's water consumption, as wastewater flows are not directly metered. Therefore, a single wastewater ESU is defined as the wastewater service provided to a single-family residence.

Calculation of ESUs

The water meter impact fee assessment method considers developments' impact on the water system by utilizing the safe maximum operating capacity of each meter to calculate ESUs for all water meters larger than 1-inch. The ESU is the ratio of the safe maximum operating capacity for the larger meter to the safe maximum operating capacity of a 1-inch meter.



The City of Friendswood utilizes Neptune MACH 10 ultrasonic water meters. Each water meter size has a safe maximum operating capacity as defined by the manufacturer. **Table 2-3** shows the safe maximum operating capacities for the water meter sizes utilized by the City of Friendswood, and the resulting ESUs.

Table 2-3: Equivalent Service Units

Water 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.

Projected 10-Year Service Units

The City provided data that included the quantity and size of the existing water meters in Friendswood. The 10-year growth projections for each meter size were calculated based on the growth in population and commercial acreage discussed in **Section 2.2**. **Table 2-4** shows the water service units for 2023 and 2033 and **Table 2-5** shows the wastewater service units for 2023 and 2033. It should be noted that a portion of the existing population currently utilize septic systems and are not served wastewater by the City. These customers are excluded from the existing wastewater service units shown in **Table 2-5**.

The service units for 2023 and 2033 were calculated by multiplying the number of meters of each meter size by the corresponding service unit equivalent (as shown in **Table 2-3**). The projected 10-year growth in service units is the difference between the service units in 2033 and 2023. A summary of the existing and projected ESUs is included in **Table 2-4**.



Table 2-4: Existing and Projected Water Service Units

Water Meter Size	Equivalent Service Units ⁽¹⁾	Existing 2023		Projected 2033		Projected 10-Year Growth in Service Units
		Meter Count ⁽²⁾	No. of Service Units	Meter Count	No. of Service Units	
1"	1.0	13,335	13,335	14,833	14,833	1,498
1-1/2"	2.3	147	338	175	403	65
2"	2.9	207	600	256	742	142
3"	9.1	22	200	28	255	55
4"	22.7	7	159	8	182	23
6"	36.4	2	73	3	109	36
8"	72.7	0	0	0	0	0
10"	118.2	0	0	0	0	0
12"	145.5	0	0	0	0	0
Total	-	13,720	14,705	15,303	16,524	1,819

(1) Equivalent service units calculated based on the safe maximum operating capacity of the water meter, as shown in **Table 2-3**.

(2) Existing meter count based on Friendswood's currently installed water meters, excluding irrigation meters.

Table 2-5: Existing and Projected Wastewater Service Units

Water Meter Size	Equivalent Service Units ⁽¹⁾	Existing 2023		Projected 2033		Projected 10-Year Growth in Service Units
		Meter Count ⁽²⁾	No. of Service Units	Meter Count	No. of Service Units	
1"	1.0	13,276	13,276	14,774	14,774	1,498
1-1/2"	2.3	142	327	170	392	65
2"	2.9	203	589	252	731	142
3"	9.1	22	200	28	255	55
4"	22.7	7	159	8	182	23
6"	36.4	2	73	3	109	36
8"	72.7	0	0	0	0	0
10"	118.2	0	0	0	0	0
12"	145.5	0	0	0	0	0
Total	-	13,652	14,624	15,235	16,443	1,819

(1) Equivalent service units calculated based on the safe maximum operating capacity of the water meter, as shown in **Table 2-3**.

(2) Existing meter count based on Friendswood's currently installed water meters, excluding irrigation meters and septic customers.



Table 2-6: Summary of Projected Water and Wastewater Service Units

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**.



3.0 CAPITAL IMPROVEMENTS PLAN

3.1 WATER DEMAND AND WASTEWATER FLOW PROJECTIONS

FNI utilized data from the City's *2021 Water System Improvements Report* to develop existing and 10-year water demand projections, as shown in **Table 3-1**. Future wastewater flow projections were developed utilizing planning criteria from the *2023 Wastewater Hydraulic Modeling Study for Future Developments Report*. **Table 3-2** summarizes the projected 10-year wastewater flows. The planning criteria utilized for both water demand and wastewater flow projections are documented in the table footnotes.

Table 3-1: Projected Water Demands

Year	Average Daily Demand (MGD)	Maximum Daily Demand (MGD)
2023⁽¹⁾	5.9	11.2
2033⁽²⁾	6.7	12.9

(1) 2023 demands based on available historical water production data from 2018 to 2022.

(2) Projected 10-year demands calculated utilizing 140 gallons per capita per day (gpcd) for average day demand and 300 gpcd for maximum day demand based on the *2021 Water System Improvements Report*.

Table 3-2: Projected Wastewater Flows

Year	Average Daily Flow (MGD)
2023⁽¹⁾	3.0
2033⁽²⁾	3.5

(1) 2023 average daily flow based on available historical wastewater effluent data from 2018 to 2022.

(2) Projected 10-year flow calculated utilizing 250 gallons per ESU based on the *2023 Wastewater Hydraulic Modeling Study for Future Developments Report*.

3.2 WATER AND WASTEWATER SYSTEM IMPROVEMENTS

The impact fee eligible CIP projects were divided into two categories: **1)** Existing/Under Design Projects and **2)** Proposed Future Projects.

Existing/Under Design Projects

Existing and under design capital improvement projects that are projected to serve growth within the next 10 years are also considered impact fee eligible. These projects are shown in **orange** on **Figures 3-1** and **3-2**. As capital improvement projects in the plan are completed, planned costs are updated with actual



costs to reflect the capital expenditure of the program more accurately. FNI worked with City staff to document the costs of the existing/under design projects based on the City's latest information.

Proposed Future Projects

The future water and wastewater CIP projects that are projected to serve growth are shown in **Table 3-3**. With the exception of wastewater **Project 5**, all future projects identified in this impact fee update were developed as part of other previous City planning studies. FNI worked with the City to identify planned water and wastewater capacity improvements from previous studies that would serve the anticipated growth areas documented in **Section 2.0**. Proposed future water projects are shown in **blue** and proposed future wastewater projects are shown in **green** on **Figures 3-1** and **3-2**, respectively.

FNI developed an opinion of probable construction cost (OPCC) for wastewater **Project 5** based on previous similar engineering experience in 2023 dollars, including allowances for engineering, surveying, and contingencies. Costs for the remaining projects were developed as part of the City's previous planning studies. Projects from the *2021 Water System Improvements Study* were escalated to 2023 dollars. OPCCs for all proposed future water and wastewater projects are included in **Appendix B** and **Appendix C**, respectively.

Table 3-3: Sources of Water and Wastewater CIP Projects

Project Source	Water CIP Project(s)	Wastewater CIP Project(s)	Notes
2021 Water System Improvements Study (WSI)	1, 2, 3, 4, 5, 6	2, 3, 4, 7	It is FNI's understanding that wastewater projects 2, 3, 4, and 7 were originally developed as part of the City's <i>2008 Utility Master Plan</i> and that project extents and/or costs were modified during the 2021 WSI study. FNI escalated the project costs to 2023 dollars.
2023 Wastewater Hydraulic Modeling Study for Future Developments	-	1, 6	
Freese and Nichols, Inc. <i>As part of this impact fee study</i>	-	5	Project to serve the proposed development at 528 Townes Center. FNI worked with the City to size and develop this project as it was outside the study area of the 2023 Wastewater Hydraulic Modeling Study.



All impact fee eligible water CIP projects are shown on **Figure 3-1** and in **Table 3-1**, and all impact fee eligible wastewater CIP projects are shown on **Figure 3-2** and in **Table 3-2**.

Table 3-4: Water Capital Improvements Plan Summary

Project Type	Impact Fee Eligible CIP No.	Description of Project	Total Capital Cost ⁽¹⁾ (2023 Dollars)
Existing/Under Design Projects	A	42-Inch Southeast Water Line Cost Share Phase 1-3	\$20,129,128
	B	Friendswood Parkway Water/Wastewater Utilities	\$262,330
	C	New 24-inch Clear Creek Crossing Water Line	\$2,439,959
	D	2023 Water and Wastewater Impact Fee Study	\$37,500
	Existing/Under Design Projects Subtotal		\$22,868,917
Proposed Future Projects	1	New 16-inch Water Line along Falling Leaf Lane and Baker Road South (Friendswood Parkway/Exxon)	\$5,098,500
	2	New 12-inch Water Line along San Joaquin Parkway (Georgetown East Loop)	\$3,311,000
	3	New 24-inch Water Line from Friendswood Drive to GWP 5 and EST 1	\$10,782,200
	4	New 12-inch Water Line from Inverness Street to Baker Road	\$1,085,700
	5	New 12-inch Water Line along Friendswood Drive from West Heritage Drive to West Ranch Drive	\$6,268,900
	6	New 12-inch Water Line from FM 528 to Sterling Creek Drive (Sand Pit Road)	\$467,500
	Proposed Future Projects Subtotal		\$27,013,800
	Total Impact Fee Eligible Water Capital Improvement Project Costs		\$49,882,717

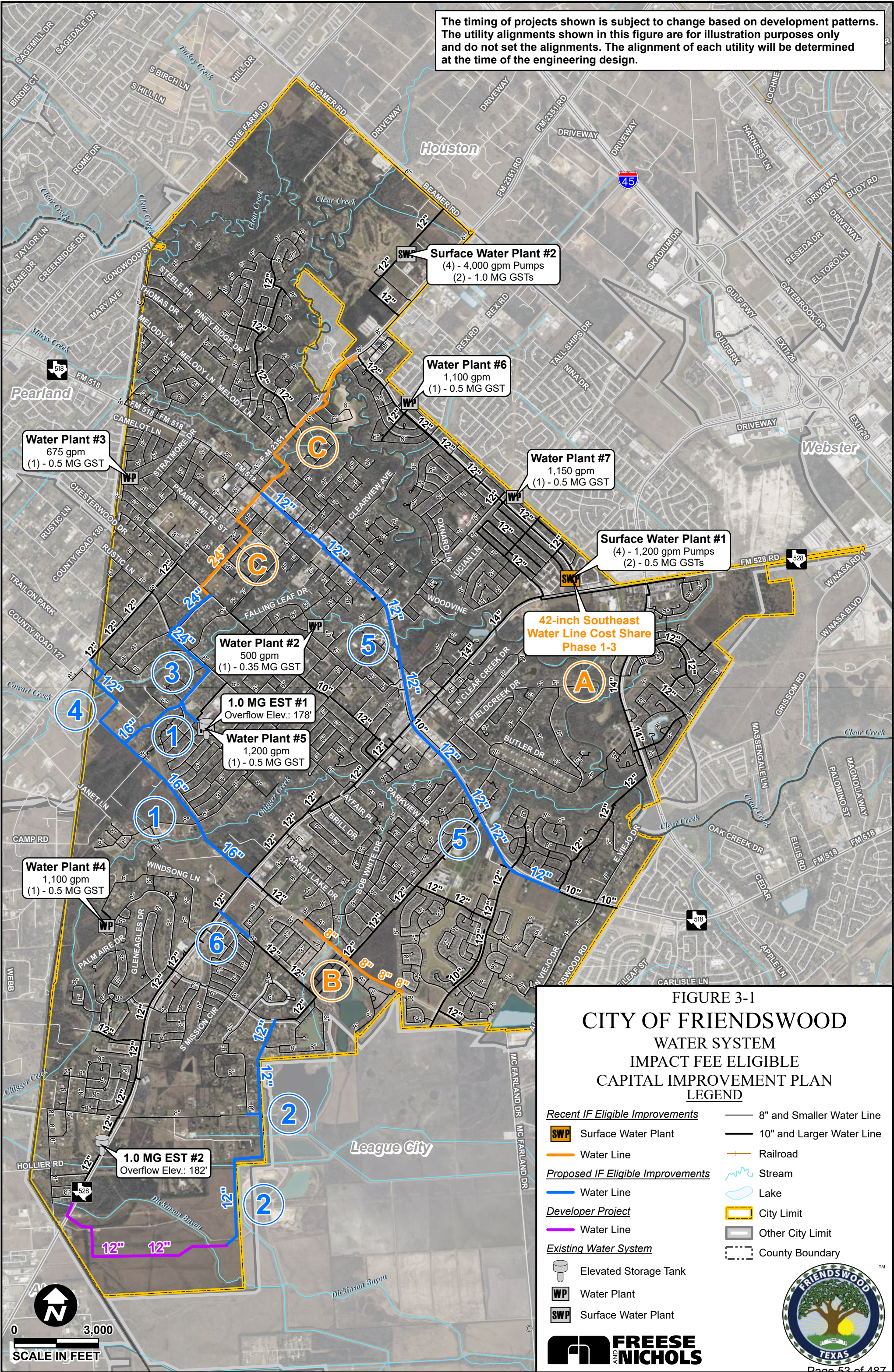
(1) Costs for proposed future projects are based on the *2021 Water System Improvements Report* and were inflated from 2022 to 2023 dollars utilizing a 10% inflation rate.

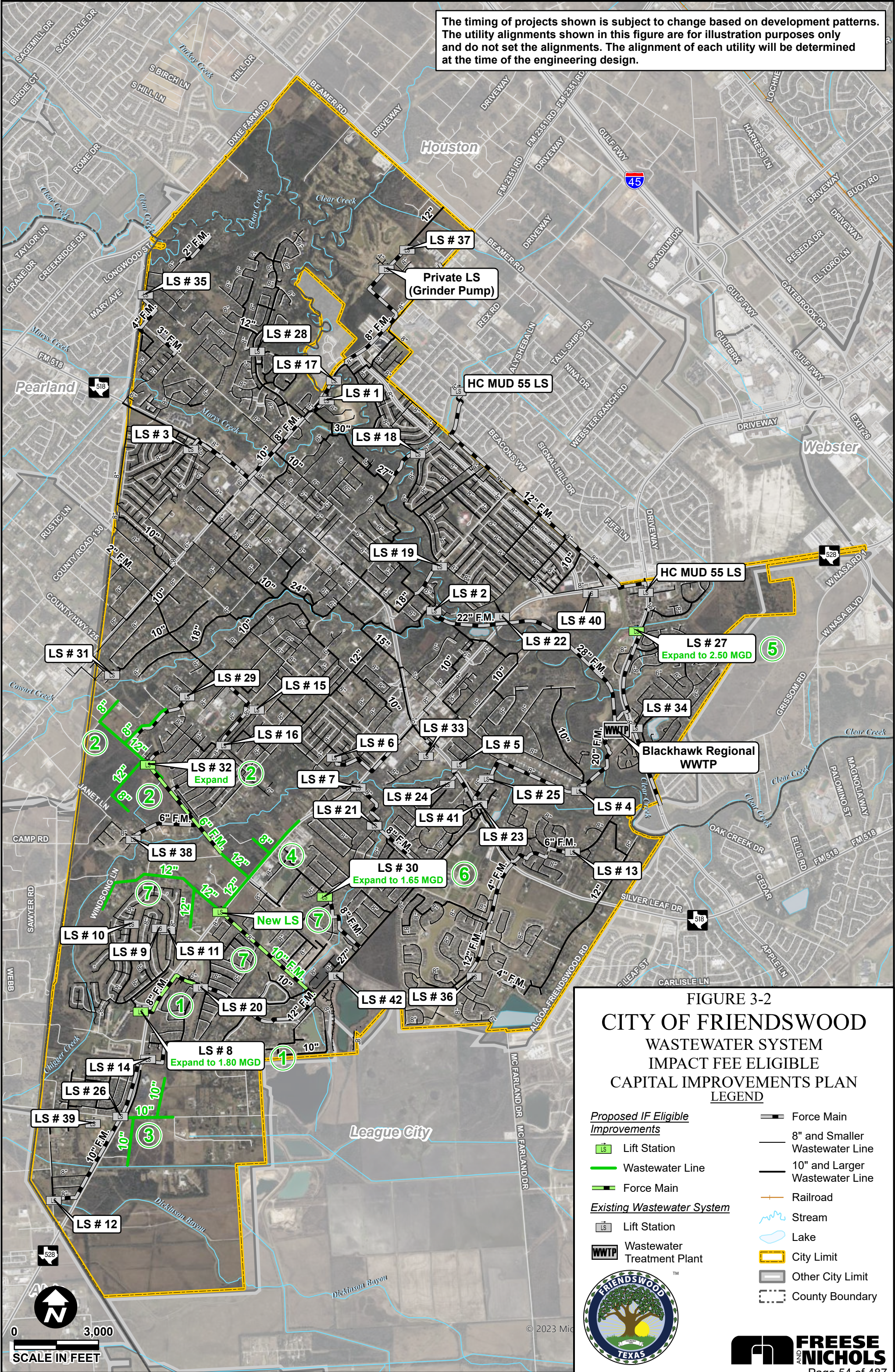


Table 3-5: Wastewater Capital Improvements Plan Summary

Project Type	Impact Fee Eligible CIP No.	Description of Project	Total Capital Cost ⁽¹⁾ (2023 Dollars)
Existing/Under Design Projects	A	2023 Water and Wastewater Impact Fee Study	\$37,500
	Existing/Under Design Projects Subtotal		\$37,500
Proposed Future Projects	1	Upsizing Lift Station 8 and Force Main	\$2,569,800
	2	Baker Road, Falling Leaf, Stable Sanitary Sewer	\$4,263,490
	3	El Dorado/Lundy Lane Sanitary Sewer West	\$1,097,800
	4	FM 528 - Falcon Ridge to Windsong Sanitary Sewer	\$1,576,410
	5	Upsizing Lift Station 27	\$3,783,000
	6	Upsizing Lift Station 30	\$1,845,500
	7	Windsong Lane Sanitary Sewer	\$4,415,180
	Proposed Future Projects Subtotal		\$19,551,180
Total Impact Fee Eligible Wastewater Capital Improvement Project Costs			\$19,588,680

(1) Costs for projects 1 and 6 are based on the 2023 *Wastewater Hydraulic Modeling Study for Future Developments*. Costs for projects 2, 3, 4, and 7 are based on the 2021 *Water System Improvements Report* and were inflated from 2022 to 2023 dollars utilizing a 10% inflation rate. Costs for Project 5 were developed by FNI based on previous similar engineering experience.







4.0 WATER AND WASTEWATER IMPACT FEE ANALYSIS

The water and wastewater impact fee analyses involve assessing the utilization of existing and proposed projects within the impact fee eligible capital improvement plans (**Section 3.0**) required to serve new development over the next 10-year time period. For these projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity to serve development projected to occur between 2023 and 2033. The capacity serving existing development and development projected to occur beyond the 10-year period is not impact fee eligible.

4.1 WATER AND WASTEWATER CAPACITY ANALYSIS

FNI assessed the impact fee eligible water and wastewater projects to quantify the portion of the projects that are projected to be utilized within the next 10 years. The 10-year utilization is the percentage of the project cost that is impact fee eligible.

Summaries of the water and wastewater costs for infrastructure to serve the projected 10-year growth are shown in **Table 4-1** and **Table 4-2**, respectively. The percent utilization columns in the tables are defined as follows:

- The **2023 Percent Utilization** is the portion of the project's capacity that serves existing development and is therefore not included in the impact fee eligible cost.
- The **2033 Percent Utilization** is the portion of the project's capacity that is projected to be utilized by 2033.
- The **2023 to 2033 Percent Utilization** is the portion of the project's capacity that is projected to serve the 10-year growth. This percentage is multiplied by the total project cost to calculate the impact fee eligible portion of the project.

The **10-year Impact Fee Eligible Cost** column is the portion of the capital project cost that is utilized in the calculation of the maximum allowable impact fee.



Table 4-1: Cost Allocation for Water Impact Fee Calculation

Water Project No.		Description of Project	Percent Utilization			10-Year Impact Fee Eligible Cost ⁽¹⁾ (2023-2033)
			2023 ⁽¹⁾	2033	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 Creak 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.



Table 4-2: Cost Allocation for Wastewater Impact Fee Calculation

Water Project No.		Description of Project	Percent Utilization			10-Year Impact Fee Eligible Cost (2023-2033)
			2023 ⁽¹⁾	2033	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.



4.2 MAXIMUM ALLOWABLE IMPACT FEE CALCULATIONS

TLGC Chapter 395 states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period (2023 – 2033). TLGC provides two options for calculating water and wastewater impact fees. A City may utilize:

- §395.014(a)(7)(A) “a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or”
- §395.014(a)(7)(B) “in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.”

The City of Friendswood has elected the 50% credit option. The City has been utilizing this method since Friendswood first adopted water and wastewater impact fees in 1990. The 2023 maximum allowable water and wastewater impact fees for the City of Friendswood are calculated in **Section 4.2.1** and **Section 4.2.2** respectively.



4.2.1 Maximum Allowable Water Impact Fee

The total maximum allowable water impact fee calculation is summarized in **Table 4-3**. The total eligible impact fee costs are the portion of the capital improvement costs for water projects that will serve the projected 10-year developments and include financing costs for debt service.

Table 4-3: Maximum Allowable Water Impact Fee

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 ①	\$6,770,118
10-Year Growth in Service Unit Equivalents ②	1,819
Maximum Allowable Water Impact Fee ① ÷ ②	\$3,721

(1) Includes financing costs for debt service.

4.2.2 Maximum Allowable Wastewater Impact Fee

The total maximum allowable wastewater impact fee calculation is summarized in **Table 4-4**. The total eligible impact fee costs are the portion of the capital improvement costs for wastewater projects that will serve the projected 10-year developments and include financing costs for debt service.

Table 4-4: Maximum Allowable Wastewater Impact Fee

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 ①	\$3,047,955
10-Year Growth in Service Unit Equivalents ②	1,819
Maximum Allowable Wastewater Impact Fee ① ÷ ②	\$1,675

(1) Includes financing costs for debt service.



4.2.3 Schedule of Maximum Allowable Water and Wastewater Impact Fees

Table 4-5 shows the schedule of 2023 maximum allowable water and wastewater impact fees by water meter size, based on the service unit equivalents discussed in **Section 2.3**.

Table 4-5: Schedule of Max Allowable Water and Wastewater Impact Fees by Meter Size

Meter Size	Service Unit Equivalents ⁽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.

4.2.4 Administrative Items

Below are administrative items related to water and wastewater impact fees, as noted in the *2018 Water and Wastewater Impact Fee Update Report*:

- The impact fee will be assessed (subject to future updates) at the time that a plat is filed (where applicable), and collected during the building permit process, as identified in the impact fee legislation.
- Parks and temporary construction trailers will not be assessed any impact fees.
- Houses and businesses obtaining additional meter(s) for fire line or lawn irrigation purposes only will not pay the impact fee associated with water or wastewater.
- The Architect or Engineer for the Owner will size the water meter for the development based on industry standards.



- Governmental buildings will not pay the water and wastewater impact fees based on the proposed assessment method.
- Schools are exempt from payment of impact fees unless the board of trustees consents to a specific agreement in accordance with Chapter 395, Local Government Code.
- When an existing water meter is changed out, additional impact fees will only be assessed if the meter size is increased. The fee will be based on the incremental increase in the Service Units.
- When meters are changed out for the same size meter or a smaller meter, no Impact Fee will be assessed.
- If an existing home is currently on a private well and/or septic system, and public water or wastewater become available:
 - If the homeowner connects within 1 year of the installation of the City services, they will not have to pay impact fees.
 - If the homeowner has not connected to City services within 1 year, they will pay the full impact fee at the time of their connection.
- Impact fees do not include tap or meter fees; these regulations do not waive any tap or meter fees.



5.0 IMPACT FEE ADOPTION

5.1 PUBLIC HEARING

The amended Chapter 395 of the Texas Local Government Code requires one public hearing to be held to adopt a revised impact fee. The presentation shall include a discussion of the land use assumptions and capital improvements plan and the proposed ordinance, order, or resolution imposing an impact fee. The required public hearing is scheduled to be held on January 8, 2024 at the City of Friendswood City Hall. The public hearing date is set by Council and advertised at least 30 days prior to the public hearing.

5.2 ORDINANCE

Once the public hearing is held, the political subdivision shall approve or disapprove the amendments of the land use assumptions and capital improvements plan and modification of the impact fee within 30 days after the date of the public hearing.



APPENDIX A

Chapter 395, Texas Local Government Code

**CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL
GOVERNMENTS**

SUBCHAPTER A. GENERAL PROVISIONS

§ 395.001. Definitions

In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, § 1(e), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

§ 395.011. Authorization of Fee

(a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.012. Items Payable by Fee

(a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

(1) construction contract price;

(2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, § 1, eff. May 16, 1995.

§ 395.013. Items Not Payable by Fee

Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.014. Capital Improvements Plan

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 2, eff. Sept. 1, 2001.

§ 395.015. Maximum Fee Per Service Unit

(a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 3, eff. Sept. 1, 2001.

§ 395.016. Time for Assessment and Collection of Fee

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date of occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, § 52, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 345, § 4, eff. Sept. 1, 2001.

§ 395.017. Additional Fee Prohibited; Exception

After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.018. Agreement With Owner Regarding Payment

A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.019. Collection of Fees if Services Not Available

Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.020. Entitlement to Services

Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.021. Authority of Political Subdivisions to Spend Funds to Reduce Fees

Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.022. Authority of Political Subdivision to Pay Fees

Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.023. Credits Against Roadway Facilities Fees

Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.024. Accounting For Fees and Interest

(a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.025. Refunds

(a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, § 37, eff. Sept. 1, 1997.

Amended by Acts 1999, 76th Leg., ch. 62, § 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

§ 395.041. Compliance With Procedures Required

Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.0411. Capital Improvements Plan

The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Added by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.042. Hearing on Land Use Assumptions and Capital Improvements Plan

To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.043. Information About Land Use Assumptions and Capital Improvements Plan Available to Public

On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.044. Notice of Hearing on Land Use Assumptions and Capital Improvements Plan

(a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL
IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.045. Approval of Land Use Assumptions and Capital Improvements Plan Required

(a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.0455. Systemwide Land Use Assumptions

(a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, § 1(b), eff. Aug. 28, 1989.

§ 395.047. Hearing on Impact Fee

On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.049. Notice of Hearing on Impact Fee

(a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

- (2) the time, date, and location of the hearing;
- (3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;
- (4) the amount of the proposed impact fee per service unit; and
- (5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.050. Advisory Committee Comments on Impact Fees

The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.051. Approval of Impact Fee Required

(a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.052. Periodic Update of Land Use Assumptions and Capital Improvements Plan Required

(a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 6, eff. Sept. 1, 2001.

§ 395.053. Hearing on Updated Land Use Assumptions and Capital Improvements Plan

The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.054. Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee

A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.055. Notice of Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee

(a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 7, eff. Sept. 1, 2001.

§ 395.056. Advisory Committee Comments on Amendments

The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.057. Approval of Amendments Required

(a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.0575. Determination That No Update of Land Use Assumptions, Capital Improvements Plan or Impact Fees is Needed

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE
LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS
PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, § 1(d), eff. Aug. 28, 1989.

§ 395.058. Advisory Committee

(a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

§ 395.071. Duties to be Performed Within Time Limits

If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.072. Records of Hearings

A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.073. Cumulative Effect of State and Local Restrictions

Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.074. Prior Impact Fees Replaced by Fees Under This Chapter

An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.075. No Effect on Taxes or Other Charges

This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.076. Moratorium on Development Prohibited

A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 441, § 2, eff. Sept. 1, 2001.

§ 395.077. Appeals

(a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.078. Substantial Compliance With Notice Requirements

An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.079. Impact Fee for Storm Water, Drainage, and Flood Control in Populous County

(a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 669, § 107, eff. Sept. 1, 2001.

§ 395.080. Chapter Not Applicable to Certain Water-Related Special Districts

(a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 11.257, eff. Sept. 1, 1995.

§ 395.081. Fees for Adjoining Landowners in Certain Municipalities

(a) This section applies only to a municipality with a population of 105,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, § 1, eff. June 19, 1997.

§ 395.082. Certification of Compliance Required

(a) A political subdivision that imposes an impact fee shall submit a written certification verifying compliance with this chapter to the attorney general each year not later than the last day of the political subdivision's fiscal year.

(b) The certification must be signed by the presiding officer of the governing body of a political subdivision and include a statement that reads substantially similar to the following: "This statement certifies compliance with Chapter 395, Local Government Code."

(c) A political subdivision that fails to submit a certification as required by this section is liable to the state for a civil penalty in an amount equal to 10 percent of the amount of the impact fees erroneously charged. The attorney general shall collect the civil penalty and deposit the amount collected to the credit of the housing trust fund.

Added by Acts 2001, 77th Leg., ch. 345, § 8, eff. Sept. 1, 2001.



APPENDIX B
Water Impact Fee Eligible CIP
Opinions of Probable Construction Costs



Project 4: Friendswood Parkway/Exxon

Project Description

This project includes installation of a new 16-inch water main. The new water line will connect to an existing 8-inch and 12-inch main near EST 1 and extend along Falling Leaf Lane and connects to the proposed 12-inch line installed as part of Project 8. The water line then follows Baker Road South until connecting to an existing 12-inch water line at FM 548.

Justification

The 16-inch water line will serve adjacent developments and increase transmission capacity to the western edge of the service area.

Unintended Consequences

None identified.

Special Considerations

TxDOT coordination and right-of-way/easement acquisition will likely be necessary for this water line. Portions of the alignment where the main will cross West Edgewood Drive at Del Monte Drive and West Parkwood Avenue at Friendswood Lakes Boulevard may need to be revised during detailed design based on right-of-way and roadway alignments.

Portions of the Chigger Creek crossing may need to be revised during detailed design based on high flow events and seasonal flow patterns within Chigger Creek to determine proper pipe placement based on frequency and magnitude of such events.

Project Identification		
Number:	4	
Location:	Friendswood Lakes Boulevard	
Flexibility:	High	
Schedule		
Primary Trigger:	Growth	
Secondary Trigger:	Operational	
Capacity Threshold:	N/A	
Threshold Year:	2032	
Start Date:	1/1/2030	
Project Complete:	2031	
Project Implementation (Months)		
Predesign:	3	
Engineering/Design:	9	
Bid/Construction:	12	
Total Project Duration:	24	
	2022 Costs (\$ Millions)	Forecasted Costs (\$ Millions)
Construction	\$4.03	\$5.26
Professional Services	\$0.61	\$0.77
Total Project Cost	\$4.64	\$6.03

This project is needed to serve future growth and will be developer funded.

Potential Alternatives

None identified.

Additional Professional Services

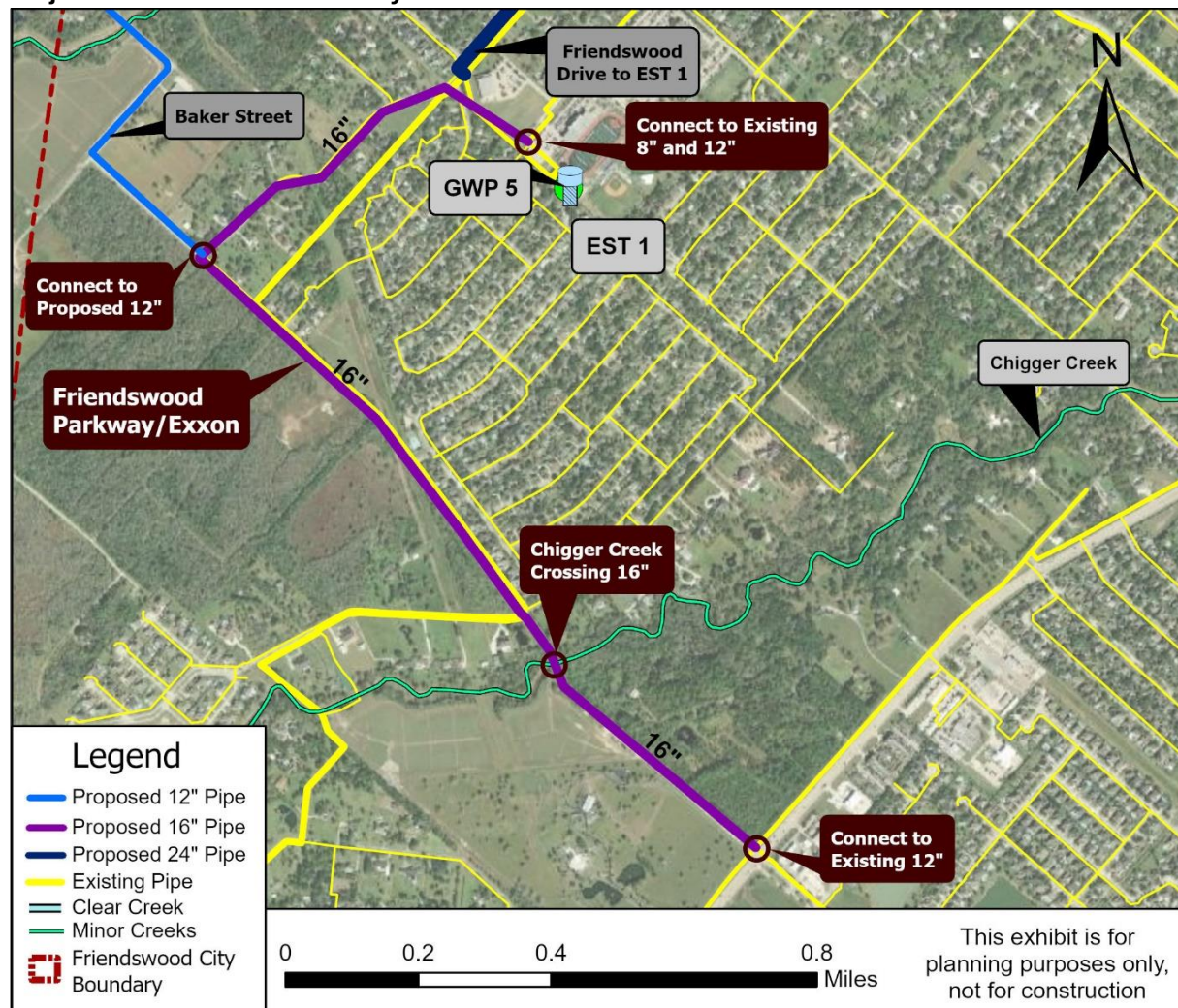
None identified.



Project 4: Friendswood Parkway/Exxon				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (LF)	Cost ¹
16	Pipe Installation	\$305	9,701	\$ 2,959,000
16	Chigger Creek Crossing Pipe Installation	\$310	40	\$ 25,000
Subtotal				\$ 2,984,000
Miscellaneous Construction (5%)				\$ 150,000
Contingency (30%)				\$ 896,000
Professional Services				\$ 605,000
OPCC				\$ 4,635,000

¹All cost values have been rounded up the nearest \$1,000

Project 4: Friendswood Parkway/Exxon





Project 5: Georgetown East Loop

Project Description

This project includes installation of a new 12-inch water line from the existing 12-inch water line along San Joaquin Parkway south along the county border until connecting with the 12-inch line installed as part of Project 3. The new water line will also connect to an existing 8-inch water line at Lundy Lane.

Justification

The new water line will serve the second phase of the proposed Georgetown development and complete the 12-inch loop started as part of Project 3 from EST 2 to the eastern boundary of the water service area.

Unintended Consequences

None identified.

Special Considerations

Portions of the channel crossings may need to be revised during detailed design based on high flow events and seasonal flow patterns to determine proper pipe placement based on frequency and magnitude of such events.

This project is needed to serve future growth and will be developer funded.

Potential Alternatives

None identified.

Additional Professional Services

A routing study is anticipated to determine the preferred alignment for this project.

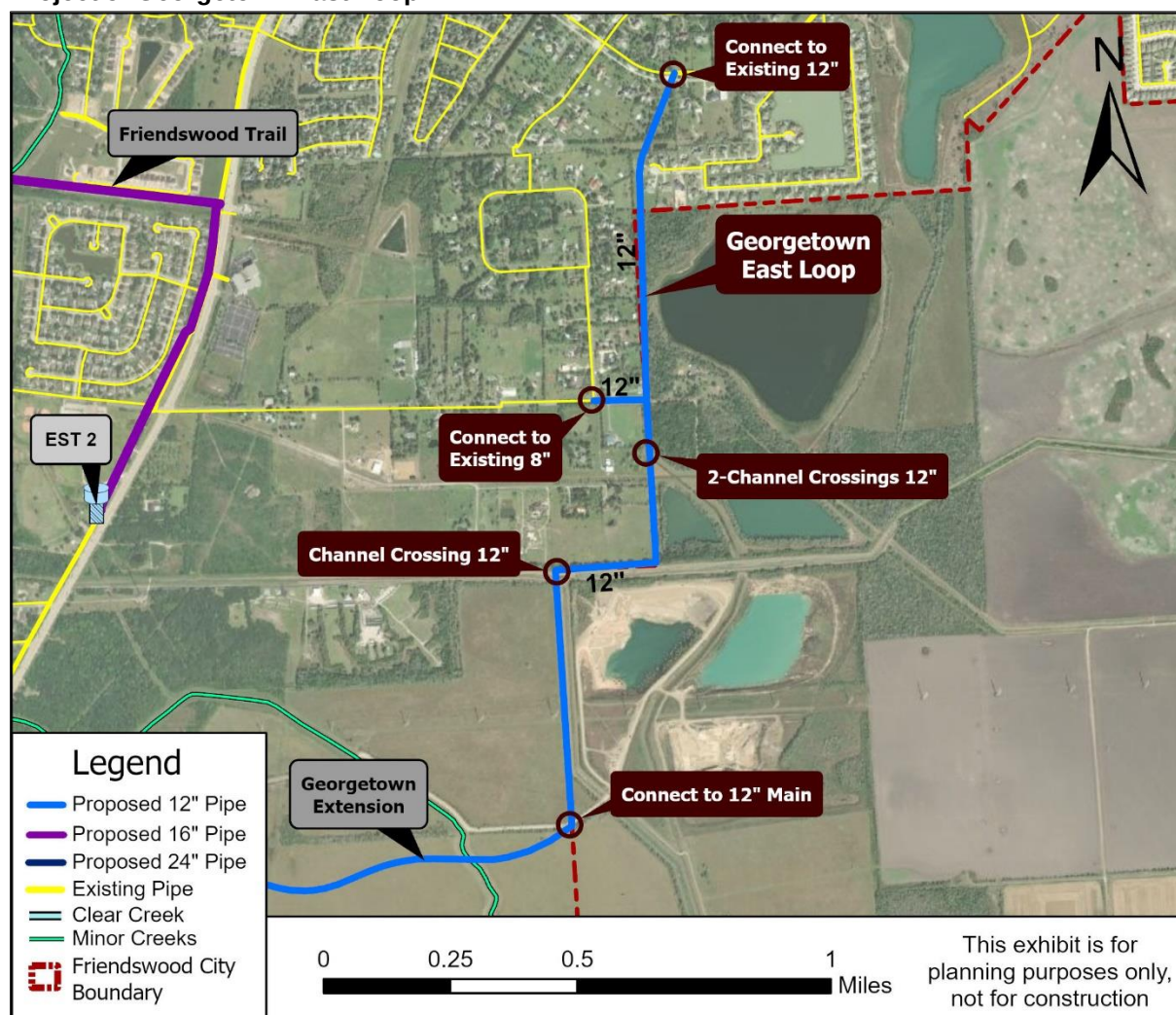
Project Identification		
Number:	5	
Location:	South of San Joaquin Parkway	
Flexibility:	Medium	
Schedule		
Primary Trigger:	Growth	
Secondary Trigger:	Capacity	
Capacity Threshold:	12 MGD	
Threshold Year:	2027	
Start Date:	1/1/2024	
Project Complete:	2025	
Project Implementation (Months)		
Predesign:	3	
Engineering/Design:	9	
Bid/Construction:	12	
Total Project Duration:	24	
	2022 Costs (\$ Millions)	Forecasted Costs (\$ Millions)
Construction	\$2.62	\$2.86
Professional Services	\$0.39	\$0.42
Total Project Cost	\$3.01	\$3.28



Project 5: Georgetown East Loop				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (LF)	Cost ¹
12	Pipe Installation	\$195	9,938	\$ 1,938,000
Subtotal				\$ 1,938,000
Miscellaneous Construction (5%)				\$ 97,000
Contingency (30%)				\$ 582,000
Professional Services				\$ 393,000
OPCC				\$ 3,010,000

¹All cost values have been rounded up the nearest \$1,000

Project 5: Georgetown East Loop





Project 6: Friendswood Drive to EST 1

Project Description

This project includes replacing the existing 16-inch main from North Friendswood Drive south to Falling Leaf Court where it connects to an existing 12-inch line that feeds into both GWP 5 and EST 1. The new 24-inch line will also connect with the southern portion of 24-inch line installed as part of Project 1 and the western portion of Project 9 near the intersection of South Friendswood Drive and East Heritage Drive.

Justification

Head losses in the existing 16-inch transmission main between SWP 2 and EST 1 currently limit the supply available from SWP 2 without increasing customer pressures above 80 psi. This project will resolve the existing system transmission main capacity deficiency and provide capacity to meet the projected buildout system demands.

Unintended Consequences

None identified.

Special Considerations

Portions of the Cowart Creek crossing and the channel crossing may need to be revised during detailed design based on high flow events and seasonal flow patterns to determine proper pipe placement based on frequency and magnitude of such events.

Potential Alternatives

Alternative alignments could be selected for Projects 1 and 6 provided that there is a dedicated 24-inch line between SWP 2 and EST 1.

Additional Professional Services

A routing study is anticipated to determine the preferred alignment for Projects 1 and 6.

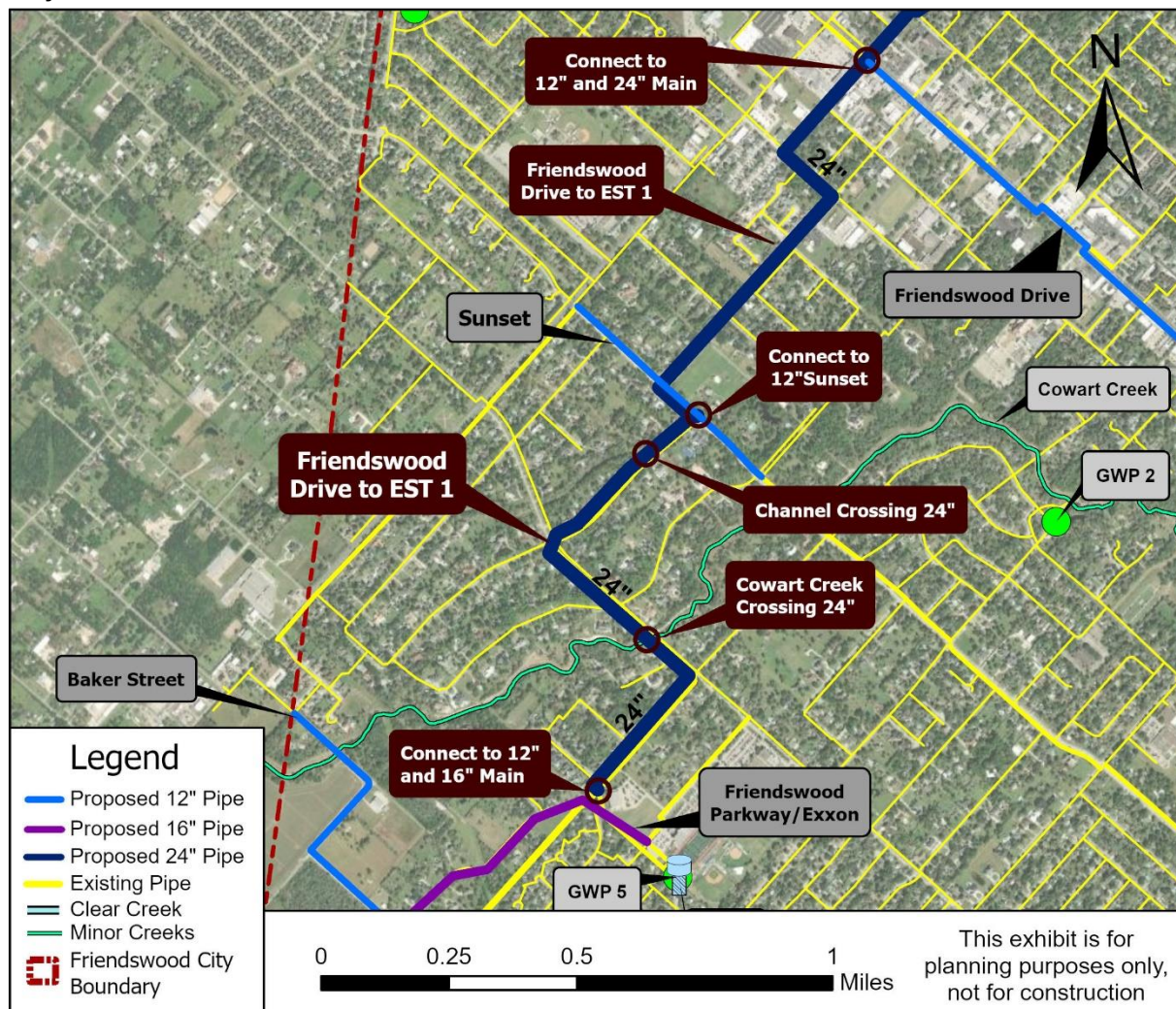
Project Identification		
Number:	6	
Location:	Edgewood Drive	
Flexibility:	Medium	
Schedule		
Primary Trigger:	Capacity	
Secondary Trigger:	Growth	
Capacity Threshold:	10 MGD	
Threshold Year:	2022	
Start Date:	1/1/2023	
Project Complete:	2025	
Project Implementation (Months)		
Predesign:	3	
Engineering/Design:	12	
Bid/Construction:	18	
Total Project Duration:	33	
	2022 Costs (\$ Millions)	Forecasted Costs (\$ Millions)
Construction	\$8.52	\$9.04
Professional Services	\$1.28	\$1.32
Total Project Cost	\$9.80	\$10.36



Project 6: Friendswood Dr to EST 1				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (LF)	Cost ¹
24	Pipe Installation	\$585	10,668	\$ 6,241,000
24	Clear Creek Crossing Pipe Installation	\$1,170	61	\$ 72,000
Subtotal				\$ 6,313,000
Miscellaneous Construction (5%)				\$ 316,000
Contingency (30%)				\$ 1,894,000
Professional Services				\$ 1,279,000
OPCC				\$ 9,802,000

¹All cost values have been rounded up the nearest \$1,000

Project 6: Friendswood Drive to EST 1





Project 8: Baker Street

Project Description

This project includes installation of a new 12-inch water main. The new water line will connect to an existing 12-inch main at Inverness Street and Hastings Friendswood Road South and extend southwest along Baker Road and Stonewall Pass Road where it connects to the proposed 16-inch water line installed as part of Project 4.

Justification

The 12-inch water line will serve adjacent developments and increase transmission capacity to the western edge of the service area.

Unintended Consequences

None identified.

Special Considerations

Portions of the Cowart Creek crossing may need to be revised during detailed design based on high flow events and seasonal flow patterns within Cowart Creek to determine proper pipe placement based on frequency and magnitude of such events.

Potential Alternatives

None identified.

Additional Professional Services

None identified.

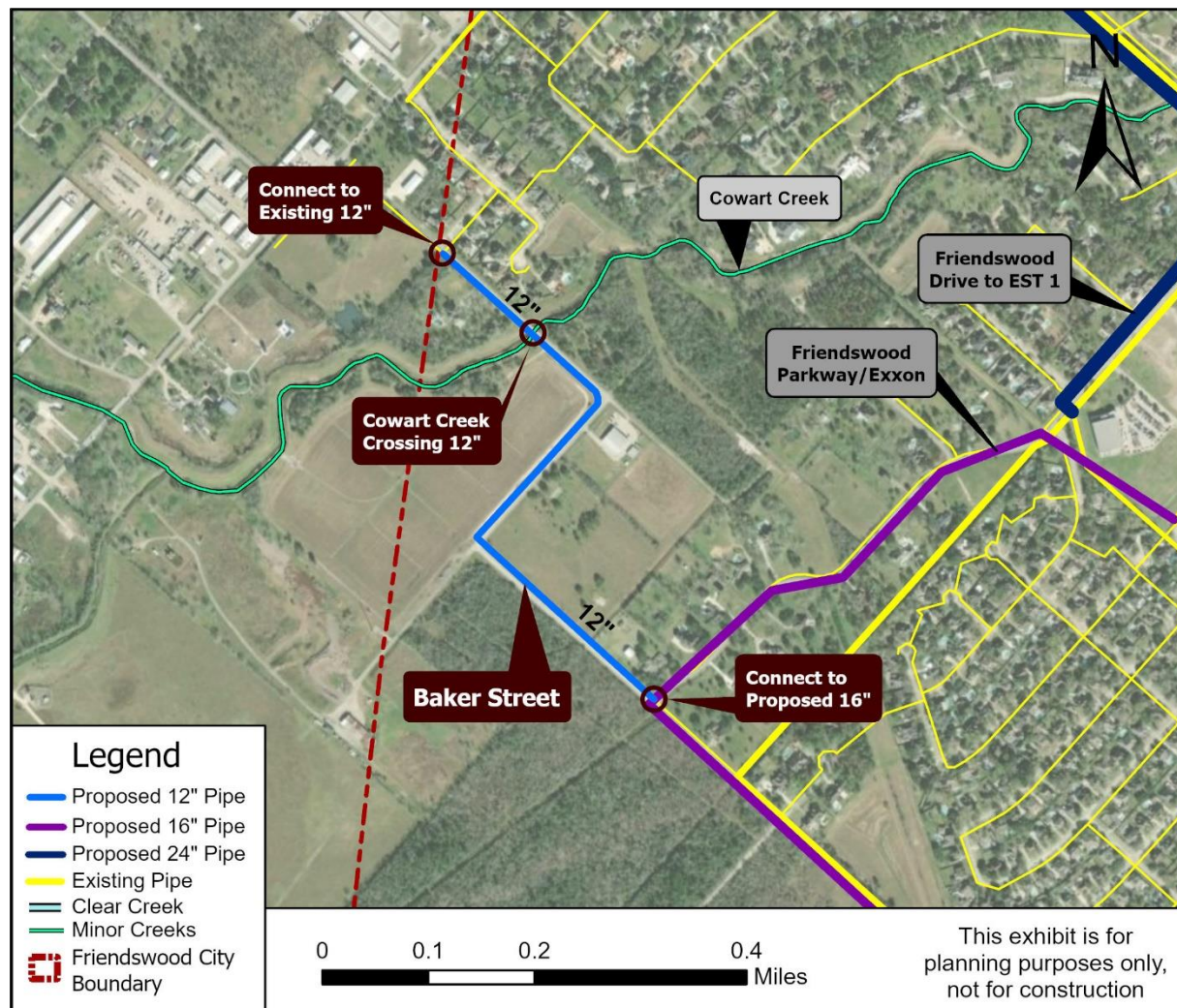
Project Identification		
Number:	8	
Location:	Baker Street and Stonewall Pass	
Flexibility:	High	
Schedule		
Primary Trigger:	Operational	
Secondary Trigger:	None	
Capacity Threshold:	N/A	
Threshold Year:	2032	
Start Date:	1/1/20300	
Project Complete:	2031	
Project Implementation (Months)		
Predesign:	3	
Engineering/Design:	9	
Bid/Construction:	12	
Total Project Duration:	24	
	2022 Costs (\$ Millions)	Forecasted Costs (\$ Millions)
Construction	\$0.86	\$1.12
Professional Services	\$0.13	\$0.16
Total Project Cost	\$0.99	\$1.28



Project 8: Baker Street				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (LF)	Cost ¹
12	Pipe Installation	\$195	3,112	\$ 607,000
12	Cowart Creek Crossing Pipe Installation	\$390	70	\$ 28,000
Subtotal				\$ 635,000
Miscellaneous Construction (5%)				\$ 32,000
Contingency (30%)				\$ 191,000
Professional Services				\$ 129,000
OPCC				\$ 987,000

¹All cost values have been rounded up the nearest \$1,000

Project 8: Baker Street





Project 9: Friendswood Drive

Project Description

This project will replace the existing 10-inch main with a new 12-inch water line along South Friendswood Drive. The installed water line will connect to the proposed 24" water line installed as part of Project 6 at West Heritage Drive and South Friendswood Drive and continues southeast along South Friendswood Drive until connecting to an existing 10-inch and 12-inch water line at West Ranch Drive. At the intersection of West Heritage Drive and South Friendswood Drive it will connect with the new 24-inch main installed as part of Project 10.

Justification

The increase in size of the existing water line will allow for greater transmission capacity in the area.

Unintended Consequences

None identified.

Special Considerations

TxDOT coordination and right-of-way/easement acquisition will likely be necessary for this water line. Portions of the alignment along South Friendswood Drive from West Heritage Drive to Whispering Pines Avenue and where the new main will cross East Parkwood Drive may need to be revised during detailed design based on right-of-way and roadway alignments.

Portions of the Cowart Creek and/or Chigger Creek crossings may need to be revised during detailed design based on high flow events and seasonal flow patterns to determine proper pipe placement based on frequency and magnitude of such events.

Potential Alternatives

None identified.

Additional Professional Services

None identified.

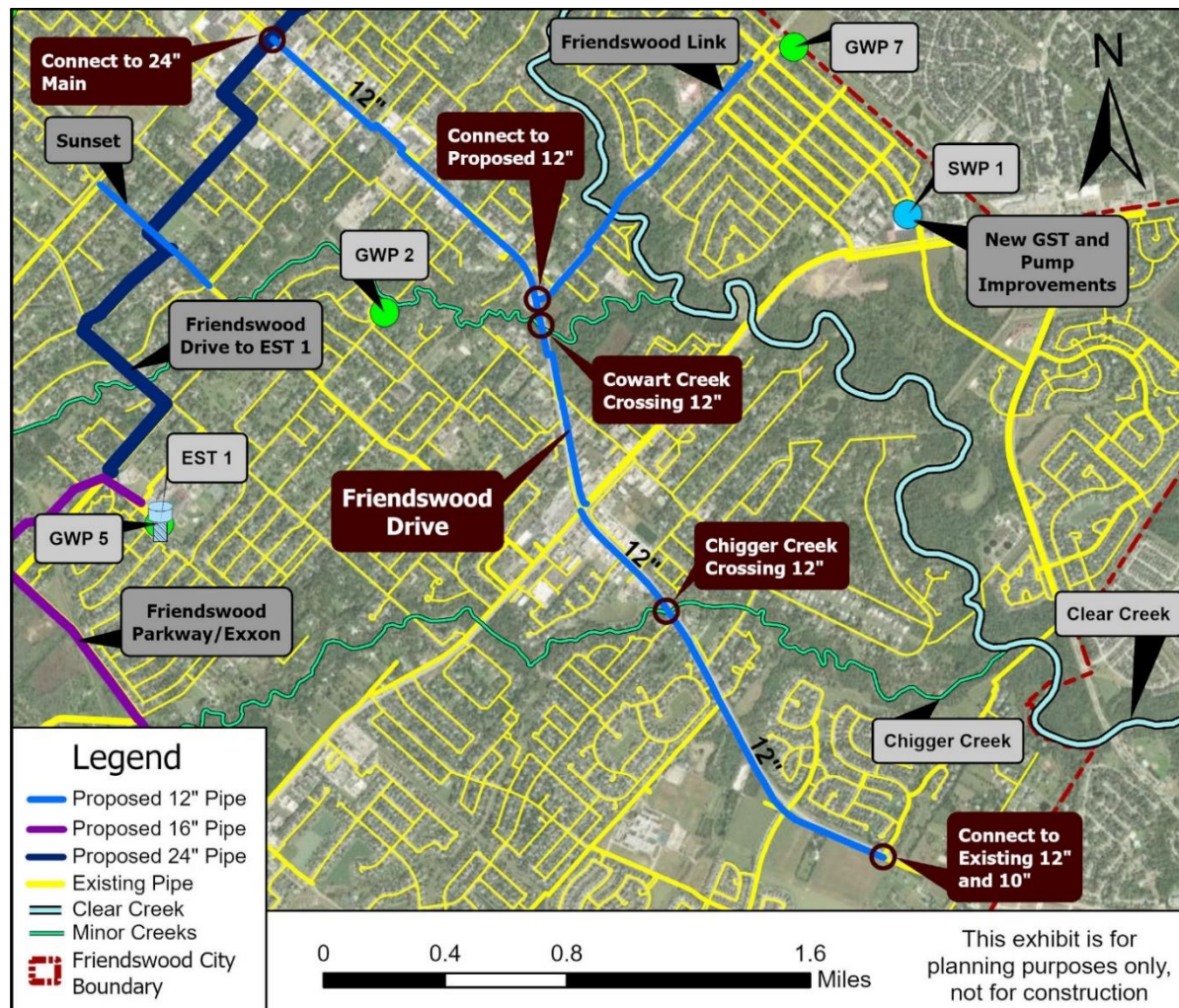
Project Identification		
Number:	9	
Location:	East of Heritage Drive	
Flexibility:	High	
Schedule		
Primary Trigger:	Operational	
Secondary Trigger:	None	
Capacity Threshold:	N/A	
Threshold Year:	2032	
Start Date:	1/1/2030	
Project Complete:	2032	
Project Implementation (Months)		
Predesign:	3	
Engineering/Design:	12	
Bid/Construction:	24	
Total Project Duration:	39	
	2022 Costs (\$ Millions)	Forecasted Costs (\$ Millions)
Construction	\$4.96	\$6.66
Professional Services	\$0.74	\$0.94
Total Project Cost	\$5.70	\$7.60



Project 9: Friendswood Drive				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (LF)	Cost ¹
12	Pipe Installation	\$195	6,683	\$ 3,634,000
12	Cowart Creek Crossing Pipe Installation	\$390	90	\$ 36,000
12	Chigger Creek Crossing Pipe Installation	\$390	90	\$ 36,000
Subtotal				\$ 3,670,000
Miscellaneous Construction (5%)				\$ 184,000
Contingency (30%)				\$ 1,101,000
Professional Services				\$ 744,000
OPCC				\$ 5,699,000

¹All cost values have been rounded up the nearest \$1,000

Project 9: Friendswood Drive





Project 12: Sand Pit Road

Project Description

This project includes the installation of a 12-inch water line from an existing 12-inch water line on FM 528 to an existing 12-inch water line southwest of Sterling Creek Drive.

Justification

The new water line will complete the 12-inch loop and will allow for greater transmission capacity in the area.

Unintended Consequences

None identified.

Special Considerations

None identified.

Potential Alternatives

None identified.

Additional Professional Services

None identified.

Project Identification		
Number:	12	
Location:	Friendswood Lakes Boulevard	
Flexibility:	High	
Schedule		
Primary Trigger:	Operational	
Secondary Trigger:	None	
Capacity Threshold:	N/A	
Threshold Year:	2032	
Start Date:	1/1/2030	
Project Complete:	2031	
Project Implementation (Months)		
Predesign:	3	
Engineering/Design:	9	
Bid/Construction:	12	
Total Project Duration:	24	
	2022 Costs (\$ Millions)	Forecasted Costs (\$ Millions)
Construction	\$0.37	\$0.48
Professional Services	\$0.06	\$0.07
Total Project Cost	\$0.43	\$0.55



Project 12: Sand Pit Road				
Diameter (in)	Description	Unit Cost (\$/LF)	Length (LF)	Cost ¹
12	Pipe Installation	\$195	1,973	\$ 273,000
Subtotal				\$ 273,000
Miscellaneous Construction (5%)				\$ 14,000
Contingency (30%)				\$ 82,000
Professional Services				\$ 56,000
OPCC				\$ 425,000

¹All cost values have been rounded up the nearest \$1,000

Project 12: Sand Pit Road





APPENDIX C
Wastewater Impact Fee Eligible CIP
Opinions of Probable Construction Costs

SOUTH-01 – Upsizing Lift Station 23 and Force Main

Construct a new lift station and upsize it from 5.1 MGD to 9.8 MGD lift station

Item No.	Description	Quantity	Unit	Unit Rate	Total
1	Mechanical/Piping	1	LS	\$250,000.00	\$250,000.00
2	Pumps	1	LS	\$1,200,000.00	\$1,200,000.00
3	Structural	1	LS	\$700,000.00	\$700,000.00
4	Electrical	1	LS	\$900,000.00	\$900,000.00
5	Site Work	1	LS	\$200,000.00	\$200,000.00
6	Generator	1	LS	\$200,000.00	\$200,000.00
7	Contingency	1	LS	\$1,035,000.00	\$1,035,000.00
8	Engineering	1	LS	\$897,000.00	\$897,000.00
Total					\$5,382,000.00

SOUTH-02 – Upsizing LS-8 and Force Main

Upsize existing 1.0 MGD lift station to 1.8 MGD

Replace 8-inch force main with 10-inch force main

Item No.	Description	Quantity	Unit	Unit Rate	Total
1	Mechanical/Piping	1	LS	\$200,000.00	\$200,000.00
2	Pumps	1	LS	\$350,000.00	\$350,000.00
3	Structural	1	LS	\$250,000.00	\$250,000.00
4	Electrical	1	LS	\$250,000.00	\$250,000.00
5	Site Work	1	LS	\$100,000.00	\$100,000.00
6	10" Force Main	2,900	LF	\$120.00	\$348,000.00
7	Mobilization	1	LS	\$149,800.00	\$149,800.00
8	Contingency	1	LS	\$494,000.00	\$494,000.00
9	Engineering	1	LS	\$428,000.00	\$428,000.00
Total					\$2,569,800.00

SOUTH-03 – Upsizing LS-30

Upsize existing 1.0 MGD lift station to 1.65 MGD

Item No.	Description	Quantity	Unit	Unit Rate	Total
1	Mechanical/Piping	1	LS	\$200,000.00	\$200,000.00
2	Pumps	1	LS	\$325,000.00	\$325,000.00
3	Structural	1	LS	\$200,000.00	\$200,000.00
4	Electrical	1	LS	\$250,000.00	\$250,000.00
5	Site Work	1	LS	\$100,000.00	\$100,000.00
6	Mobilization	1	LS	\$107,500.00	\$107,500.00
7	Contingency	1	LS	\$355,000.00	\$355,000.00
8	Engineering	1	LS	\$308,000.00	\$308,000.00
Total					\$1,845,500.00



Table 2-1: Sanitary Sewer CIP Projects

Significant Non-Recurring Utility Services Projects	Utility	Gravity Main Size(s) (in)	Force Main Size(s) (in)	Budget Estimate	Developer Funded
Lift Station #26 Reconstruction	Sewer	–	–	\$ 4,043,000	X
Lift Station #4 and Lift Station #22 – Pumping, Piping, and Wet Well Rehabilitation	Sewer	–	–	\$ 2,966,000	–
Sanitary Sewer Assessment (Phase IV) - Correct 75k LF gravity, 179 MH	Sewer	–	–	\$ 1,464,000	–
Sanitary Sewer Assessment (Phase V & VI) - Investigate 68k LF gravity, 352 MH	Sewer	–	–	\$ 200,000	–
Sanitary Sewer Assessment (Phase VII) – Engineering Design 100k LF gravity, 625 MH	Sewer	–	–	\$ 100,000	–
Sanitary Sewer Assessment (Phase VIII) - Correct 100k LF gravity, 625 MH	Sewer	–	–	\$ 1,800,000	–
Lift Station Mitigation Package 1 (Lift Stations #1 and #17)	Sewer	–	–	\$ 973,815	–
Lift Station Mitigation Package 2 (Lift Stations #4, #5, #13, #24, and #25)		–	–	\$ 1,600,000	–
Lift Station Mitigation Package 3 (Lift Stations #22, #27, #28, and #31)		–	–	\$ 1,700,000	–
Lift Station #26 and #8 Improvement Study	Sewer	–	–	\$ 50,000	–
SCADA Study	Sewer	–	–	\$ 50,000	–
Greenbrier at Cowards Creek Gravity Sewer Line	Sewer			\$ 275,00	–
Lift Station Full Rehabilitation (Includes Generator)	Sewer	–	–	\$ 3,000,00	–
Aeration at Blackhawk WWTP	Sewer	–	–	–	–
Generator at SS1	Sewer	–	–	\$ 1,000,00	–
Generator at SS2	Sewer	–	–	\$ 1,000,00	–
Baker Road, Falling Leaf, Stable Sanitary Sewer	Sewer	8, 12	6	\$ 3,875,900	–
Beamer Road Sanitary Sewer	Sewer	12	4, 6	\$ 4,866,800	–
El Dorado/Lundy Lane Sanitary Sewer East	Sewer	10, 12	6	\$ 3,888,400	–



Significant Non-Recurring Utility Services Projects	Utility	Gravity Main Size(s) (in)	Force Main Size(s) (in)	Budget Estimate	Developer Funded
El Dorado/Lundy Lane Sanitary Sewer West	Sewer	10	–	\$ 998,000	
FM 528- Falcon Ridge to Windsong Sanitary Sewer	Sewer	8, 12	–	\$ 1,433,100	–
Windsong Lane Sanitary Sewer	Sewer	12	10	\$ 4,013,800	–



CIP Project Number:

1

Phase: 10-year

Project Name: Lift Station 27 Expansion

Project Description:

This project includes the expansion of Lift Station 27 from 1.67 MGD to 2.5 MGD firm pumping capacity and includes the replacement of the wet well, pumps, electrical, piping and valves, and generator.

Project Drivers:

The Lift Station 27 expansion is sized to serve existing and future peak flows from the 528 Town Center development within the lift station service area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	LS #27 Wet Well	1	EA	\$ 900,000	\$ 900,000
2	LS #27 Pumps	1	EA	\$ 500,000	\$ 500,000
3	LS #27 Electrical	1	EA	\$ 550,000	\$ 550,000
4	LS #27 Generator	1	EA	\$ 300,000	\$ 300,000
5	LS #27 Piping and Valves	1	EA	\$ 175,000	\$ 175,000
SUBTOTAL:					\$ 2,425,000
CONTINGENCY				30%	\$ 727,500
SUBTOTAL:					\$ 3,152,500
ENG/SURVEY				20%	\$ 630,500
SUBTOTAL:					\$ 3,783,000
Estimated Project Total:					\$ 3,783,000

Note: The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs. It is recommended the City survey the existing line inverts during the preliminary engineering phase of this project to confirm the existing capacity.

Costs have been escalated to 2023 dollars in Table 3-1 in the *2023 Water and Wastewater Impact Fee Study Report*

APPENDIX D

Anticipated Future Development Information

City of Friendswood

2023 Water and Wastewater Impact Fee Update

Anticipated Future Developments

Anticipated Development Name	2033 Population Growth	2033 Commercial Acreage Growth
Georgetown	959	-
Friendswood Trails	847	-
Falling Leaf Ranch	108	-
Estates of Wilderness Trails	79	-
528 Townes Center	2,153	9
West Ranch Village Center	524	30
Avalon	358	-
Infill within 10 Years	646	125
Total	5,674	164

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: January 8, 2024

Date submitted: 12/05/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance approving amendments to the land use assumptions, the Capital Improvements Plan, and the maximum allowable water and wastewater impact fees.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends the land use assumptions, the Capital Improvements Plan ("CIP"), and the maximum allowable water and wastewater impact fees.

The City of Friendswood's most recent amendments to its land use assumptions, CIP and impact fees were adopted in 2019. State law requires municipalities to update and amend their land use assumptions, CIP and impact fees a minimum of every five (5) years.

On November 6, 2023, the City Council received the update of the land use assumptions, CIP, and impact fees, determined to amend the plan (which update is attached to the public hearing item) and set a public hearing to discuss and review the update. The Planning and Zoning Commission, acting in its authority as the Capital Improvements Advisory Committee, met and reviewed the amendments to the land use assumptions, CIP and impact fees on November 16, 2023. Thereafter, the Commission filed its written comments.

This proposed update to the land use assumptions, the CIP, and the maximum allowable water and waste-water impact fees determined that the maximum allowable fees for each equivalent service unit are \$3,721 for water and \$1,675 for wastewater. This ordinance is for the maximum allowable rate, which is consistent with the recommendations from Planning & Zoning Commission acting as the Capital Improvements Advisory Committee.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Impact Fee Update
2. CIAC Memo

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE AMENDMENTS OF THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND AMENDING CHAPTER 74 "TAXATION," ARTICLE III "IMPACT FEES," SECTION 74-52 "IMPACT FEES FOR NEW CONSTRUCTION," SUBSECTION (D) "FEES" OF THE FRIENDSWOOD CITY CODE, TO AMEND THE MAXIMUM IMPACT FEE PER SERVICE UNIT THAT CAN BE ASSESSED AGAINST NEW DEVELOPMENT FOR WATER AND WASTEWATER IMPROVEMENTS AND FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT PURSUANT TO CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

WHEREAS, the City Council caused an update of the land use assumptions and capital improvements plan to be prepared in accordance with Subchapter C of Chapter 395 of the Texas Local Government Code (the "Act"); and

WHEREAS, on November 6, 2023, the City Council (i) reviewed and evaluated the current land use assumptions; (ii) received update of the land use assumptions, capital improvements plan and proposed impact fees; (iii) determined to amend the plan; and (iv) set a public hearing to discuss and review the update; and

WHEREAS, on November 16, 2023, the Planning and Zoning Commission, acting in its authority as the Capital Improvements Advisory Committee, met and reviewed the amendments to the land use assumptions, capital improvements plan and impact fees; and

WHEREAS, on November 22, 2023, the Planning and Zoning Commission filed its written comments in accordance with law; and

WHEREAS, on January 8, 2024, the City Council, after having published and mailed notices in accordance with law, held a public hearing on the amendments to the land use assumptions, capital improvements plan and impact fees; and

WHEREAS, the City Council finds that all prerequisites of law have been satisfied for the periodic update required pursuant to Section 395.052 of the Texas Local Government Code; and

WHEREAS, after considering the testimony given at the public hearing and the comments received from the Planning and Zoning Commission, the City Council now desires to amend the land use assumptions and capital improvements plan and to modify the maximum allowable impact fee in accordance with this ordinance; NOW THEREFORE,

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

Section 1. All matters and facts set forth in the recitals above are found to be true and correct.

Section 2. That the City Council of the City of Friendswood, Texas, hereby approves the land use assumptions, capital improvements plan and the modifications to the maximum allowable impact fee, which are included in the document entitled "2023 Water and Wastewater Impact Fee Update," which

document is on file in the City Secretary's Office, and incorporated herein by this reference for all intents and purposes.

Section 3. That Chapter 74 "Taxation," Article III "Impact Fees," Section 74-52 "Impact fees for new construction," Subsection (d) "Fees" of the Friendswood City Code, is hereby amended to read as follows:

CHAPTER 74. TAXATION

ARTICLE III. IMPACT FEES

Sec. 74-52. Impact fees for new construction.

- (d) *Fees.* The water impact fee is \$3,721.00 per equivalent service unit. The wastewater impact fee is \$1,675.00 per equivalent service unit.

Meter Size and Type	Service Units
1" simple	1
1½" simple	2.3
2" simple	2.9
3" compound	9.1
4" compound	22.7
6" compound	36.4
8" compound	72.7
10" compound	118.2
12" compound	145.5

A one-inch meter is the smallest acceptable meter. In any situation where a meter smaller than one inch is installed, the one-inch fee will be charged.

Section 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 6. 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 7. 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 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



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
Becky Bennett, Assistant Planner
Date: November 22, 2023
Re: 2023 Land Use Assumption, Capital Improvement Plan, and Impact Fee Update

BB (AH+TH)

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: January 8, 2024

Date submitted: 12/04/2023

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 November 1, 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, pursuant to a petition filed by 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 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 at their current rates pursuant to their respective agreements with the City, and by additional consultants approved in writing by the Developer (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 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) calendar 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 receipt of the invoice using the funds from the Deposit. After any invoices for City Expenses have been paid, the City shall not request payment for the same City Expenses through any additional invoices or through PID Bonds.
- (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) calendar 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 out of the Deposit and keep accounting of all charges for City Expenses incurred. 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) If not paid by Developer pursuant to this Agreement, City Expenses may be paid from bond proceeds at closing of the first issuance of PID Bonds relating to the Property. The Developer may be reimbursed for City Expenses paid in accordance with this Agreement pursuant to the PID Act.

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/purchasing/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. Petroleum. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose,

refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.26 shall survive termination of the Agreement until the statute of limitations has run.

15. Firearms. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not

organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run.

16. Anti-Boycott. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.23 shall survive termination of the Agreement until the statute of limitations has run.

17. 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.

[SIGNATURE PAGES TO FOLLOW]

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: _____



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 $09^{\circ}41'36''$, and a chord which bears North $76^{\circ}21'49''$ East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South $07^{\circ}56'$ East, 0.69 feet;

THENCE, North $81^{\circ}12'37''$ 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 $08^{\circ}47'23''$ 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;

150 W. Shadowbend Avenue, Suite #304 | Friendswood, TX 77546
phone 281.648.3131 | fax 281.648.3737 | e-mail christian@boundaryone.com
T.B.P.L.S. Firm No. 10084800



METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 2 OF 4

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;



METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 3 OF 4

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;



METES AND BOUNDS DESCRIPTION

106.472 ACRES (4,637,900 SQ. FT.)

PAGE 4 OF 4

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.

Boundary One, L.L.C.

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

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October 20, 2022

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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: January 8, 2024

Date submitted: 12/04/2023

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 (a "PID") 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 the 106.472 acres of land within the corporate limits of the City, which is further described by metes and bounds in Exhibit A (the "Property"); 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 constitutes 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, STATE OF 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 benefitting 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 January 15, 2024, 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 8th day of January, 2024.

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 8th day of January, 2024.

Notary Public, State of Texas

[NOTARY STAMP]

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;

METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 2 OF 4

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;

METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 3 OF 4

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;

METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 4 OF 4

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: January 8, 2024

Date submitted: 12/04/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution 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

This proposed resolution authorizes the City Manager to finalize the Development Agreement and subsequently execute said agreement in roughly the same form as the attached. The Development Agreement outlines the City's obligations, and that of the Developer, in the development of Friendswood City Center.

The Friendswood City Center project includes approximately 120+ acres of land, 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 previously accepted a petition for the creation of a Public Improvement District. This action followed the creation of a Tax Increment Reinvestment Zone in December of 2023 to provide the financial means necessary to fund the public infrastructure of the overall project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - City Center Development Agreement
2. Exhibit A - City Center Development Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING A DEVELOPMENT AGREEMENT WITH MADISON DEVELOPMENT CORP., LLC, RELATING TO THE FRIENDSWOOD CITY CENTER DEVELOPMENT AND THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Madison Development Corp., LLC, a Texas limited liability company (the "Developer") owns and plans to develop, in phases, approximately 106 acres of real property within the City (the "Property"); and

WHEREAS, the City of Friendswood, Texas (the "City") wishes to incentivize the development of the Property and encourage and support economic and housing development within the City through the financing of certain public infrastructure (the "Public Improvements") within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district (the "PID") coterminous with the boundaries of the Property in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City has also created a Tax Increment Reinvestment Zone in accordance with Chapter 311, Texas Tax Code, as amended (the "TIRZ") that includes the Property, in order to further incentivize the development and financing of the Public Improvements; and

WHEREAS, the City and the Developer desire to enter into a development agreement (the "Development Agreement") that sets forth the agreement between the parties with respect to development of the Property, the Public Improvements, the levy of assessments in the PID and the use of TIRZ revenues from within the Property; NOW THEREFORE,

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

Section 1. The recitals set forth in the preamble of this resolution are true and correct in all material respects.

Section 2. The City Council of the City of Friendswood authorizes the City Manager to execute and the City Secretary to attest to a Development Agreement with the Developer in substantially the form in Exhibit A, which is attached hereto and incorporated herein for all intents and purposes, with such changes as may be approved by the City Manager.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood this the 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

FRIENDSWOOD CITY CENTER

DEVELOPMENT AGREEMENT

BETWEEN

MADISON DEVELOPMENT CORP., LLC

AND

THE CITY OF FRIENDSWOOD, TEXAS

Dated: _____, 2024

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FRIENDSWOOD CITY CENTER DEVELOPMENT AGREEMENT

This Friendswood City Center Development Agreement (this “**Agreement**”), dated as of _____, 2024 (the “**Effective Date**”), is entered into between Madison Development Corp., LLC, a Texas limited liability company (the “**Developer**”), and the City of Friendswood Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Friendswood, Texas (the “City Council”); and

WHEREAS the Developer owns and is developing an approximately 106.5 acre tract of land within the corporate limits of the City (together the “Property”) as a commercial mixed use development in accordance with City Regulations and the Concept Plan attached hereto as Exhibit D, as defined herein; and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City described by metes and bound on Exhibit A attached hereto and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property and the TIRZ Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that includes the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”), and to create a tax increment reinvestment zone that includes the Property pursuant to Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt Service and Assessment Plans (“SAP”) (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to a Service and Assessment Plan, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS the City also intends to pay or reimburse the Developer for additional improvements within the Property and the TIRZ property consisting of certain drainage improvements and other public improvements (the “Drainage Improvements” and “City Improvements” respectively), the payment and reimbursement for the Public Improvements, the City Improvements and the Drainage Improvements shall be solely from (i) the installment payments of Assessments and/or proceeds of the PID Bonds, (ii) TIRZ Revenues and/or (ii) City

drainage bond proceeds, and the City shall never be responsible for the payment of the Public Improvements, Drainage Improvements and City Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the Parties agree that the Public Improvements, Drainage Improvements and City Improvements are also improvements that qualify as projects under the TIRZ Act; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements, Drainage Improvements and City Improvements will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in the PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“Assessment Ordinance” means one or more of the City’s ordinances approving a SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, including interest, all as set forth in or modified by the Service and Assessment Plan.

“Assessed Property” means property within the PID upon which an Assessment is leveled, as set for the in a Service and Assessment Plan.

“City” means the City of Friendswood, Texas.

“City Center Account” means that account in Section 4.01(a) into which the City Tax Increment from the TIRZ Property shall be deposited.

“City Improvements” means the City’s fire station within the PID, public water, storm sewer and sanitary improvements, public drainage facilities, traffic signals, public parkland, and public roadways to include the City-owned public road providing additional access to the Brookside Intermediate School, all constructed to City Regulations, as shown on Exhibit K attached hereto. To the extent permitted by the Act, the fire station shall be considered a Public Improvement, payable from assessments and TIRZ Revenues, and the road shall be reimbursable from TIRZ Revenues.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including the PUD.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“City Tax Increment” means, for any given year beginning with the 2023 tax year, seventy percent (70%) of the ad valorem property taxes levied and collected by the City for that year above the base year, on the captured appraised value of real property taxable by the City and located within the TIRZ for the term of the TIRZ, as set forth in Article IV herein.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof,

as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that the City has with respect to applicable Public Improvements, Drainage Improvements and City Improvements accepted the respective Public Improvements, Drainage Improvements and City Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements, Drainage Improvements and City Improvements.

“Concept Plan” means the concept plan attached hereto as Exhibit D and included in the PUD.

“Construction Agreements” mean the contracts for the construction of the Public Improvements, Drainage Improvements and City Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Deficit” shall have the meaning ascribed thereto in Section 3.03 of this Agreement.

“Developer” means Madison Development Corp., LLC, a Texas limited liability company and its successors and permitted assigns.

“Development” means the Friendswood City Center Development, a mixed use commercial development to be developed and constructed on the Property pursuant to the City Regulations and this Agreement.

“Disclosure Program” means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each purchaser of property within the PID, the terms and conditions under which their lot is burdened by the PID.

“Drainage Improvements” means those drainage improvements set forth in Exhibit I.

“Drainage Payment Certificate” means a certificate as set forth in Section 3.06, the form of which is attached as Exhibit J.

“Effective Date” means the date set forth in the first paragraph of this Agreement which shall be the earliest date on which (i) the Developer has executed this Agreement and (ii) the Agreement is approved by City Council.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, proximity to amenities, view premiums, location, market

conditions, historical sales, builder contracts, discussions with builders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

“Final Completion” means as the point in the construction of the project when the City determines that the project is 100% completed, including punch list work.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (i) economic hardship; (ii) changes in market condition; (iii) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (iv) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (v) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (vi) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for Public Improvements, Drainage Improvements or City Improvements.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“Indenture(s)” means the applicable indenture of trust pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent executed by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments, in form attached hereto as Exhibit E.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority,

which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“POA” is defined in Section 10.01.

“POA Maintained Improvements” is defined in Section 10.01.

“POA Maintenance Agreement” is defined in Section 10.01

“Net PID Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F as may be modified by an Indenture.

“Phasing Plan” means the plan for the construction and timing of the Development attached hereto as Exhibit L.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the reimbursement of the Public Improvement Project Costs.

“PID” means the Friendswood City Center Public Improvement District.

“PID Phase ” means a Phase of development within the PID.

“Plans and Specifications” means the plans and specifications for Public Improvements, Drainage Improvements and City Improvements approved by the City, together with any changes thereto approved or required by the City.

“Private Improvements” means these horizontal improvements described in the Plans and Specifications and in the PUD, submitted to the City, other than the Public Improvements, Drainage Improvements and City Improvements, being constructed in each Phase to get to a Final Lot Value.

“Project Cost Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs, or the Actual Costs of the Drainage Improvements and City Improvements, from any source, including the proceeds of PID Bonds, TIRZ Revenues, City drainage bond proceeds or Assessment Revenues; such amount shall be equal to the Actual Costs of the Public Improvements, Drainage Improvements and City

Improvements that are to be reimbursed as set forth in this Agreement, the SAP and the TIRZ Project and Finance Plan.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means the approximately 106.5 acre tract within the City to be developed within the Friendswood City Center Public Improvement District, as described in Exhibit A.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

“PUD” means the Planned Unit Development - Friendswood City Center PUD approved by the City on November 6, 2023, as attached here to as Exhibit B. As may be amended pursuant to City Regulations.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements, Drainage Improvements and City Improvements for each phase. Such date may be extended by one (6) month extension that may be granted by the City Manager upon request of the Developer.

“Public Improvement Project Costs” means the Actual Costs of the Public Improvements and a portion of the Actual Costs of the City Improvements set forth in the Service and Assessment Plan.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Subsequent Owner” means the owner(s) of land within the PID as a result of a transfer made by the Developer pursuant to a purchase and sale contract for land within the PID.

“TIRZ” means the tax increment reinvestment zone created by the City over the TIRZ Property.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Cap” means the lesser of the lesser of the (i) amount generated by the City Tax Increment over the life of the TIRZ; or (ii) \$100,000,000 in total reimbursement to the Developer (from both the PID and the TIRZ revenues).

“TIRZ Fund” means the fund set up by the City in order to receive the TIRZ Revenues in accordance with this Agreement, the TIRZ Act and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means those certain project plan and finance plan for the TIRZ required by the TIRZ Act, as amended that sets for the projects to be undertaken in the TIRZ.

“TIRZ Property” means the approximately 125 acre site over which the TIRZ was created, which includes the Property.

“TIRZ Revenues” means the revenues received from the City Tax Increment collected and deposited to the applicable TIRZ Account.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements, Drainage Improvements and City Improvements.

ARTICLE II

THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the creation of the PID, the apportionment, levying, and collection of Assessments on the Property within the PID, the creation of the TIRZ and use of TIRZ Revenues, the construction of the Public Improvements, Drainage Improvements and City Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, Drainage Improvements and City Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake or cause the undertaking of the design, development and construction of the Public Improvements, Drainage Improvements and City Improvements. The Development will consist of the following elements, in accordance with the PUD:

- (i) A Town Center consisting of:
 - A. Approximately 500 multi-family units;
 - B. Approximately 191,000 square feet of medical/office use;

C. A maximum 150 room hotel and approximately 5,000 square foot conference facility;

D. Approximately 63,800 square feet of restaurant and retail space;

E. Approximately 52 acres of public parks and approximately 5.2 miles of public trails;

F. A maximum of 300 condominium units;

G. A minimum 2,188 space parking garage.

(ii) A City fire station.

(iii) The dedication of land to the City along Clear Creek for a future flood mitigation project, such acreage to be mutually agreed to by the Parties.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements, Drainage Improvements and City Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Concept Plan and Applicable Law.

(c) Upon completion and acceptance by the City, the Public Improvements, Drainage Improvements and City Improvements shall be owned by the City and shall be maintained by the City.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer has requested the creation of a PID over the Property, and has submitted a petition to the City that contain a list of the Public Improvements to be financed by the PID and the estimated or actual costs of such Public Improvements in the PID. By resolution, the City accepted such petition by resolution and scheduled a public hearing to consider the creation of the PID in accordance with the PID Act. Developer has entered into professional services payment agreement that obligates Developer to fund the costs of the City's professionals relating to the creation of the PID, the levy of Assessments in the PID and any PID Bond financing costs, which amount shall be considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series up to an aggregate principal amount of \$100,000,000 to pay for or reimburse the Public Improvements Project Costs. The Public Improvements to be constructed or acquired and paid or reimbursed in connection with the PID

Bonds are detailed in Exhibit C, which may be amended from time to time, and shall be as set forth in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds, including but not limited to, net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest, will be used to pay or reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments are discretionary governmental actions by the City Council and subject to the City's approval and the issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

(b) Each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(c) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The Developer shall have requested, in writing, the issuance of PID Bonds;

(ii) The Developer shall have submitted to the City all requested and required information necessary to evaluate a PID Bond issuance for each Phase and to accomplish the levy of Assessments and the issuance of PID Bonds, which information shall include:

A. For the Property, total acreage of commercial property, open space, multi-family property, non-developable property (by Phase if applicable) for which Assessments are to be levied;

B. Engineers' opinion of probable costs (dated within the last 3 months prior to submission) for all improvements within the Phase for which Assessments are to be levied;

C. Break out of total offsite costs to serve the Phase for which Assessments are to be levied;

D. Break out of total oversizing costs of improvements within the Phase for which Assessments are to be levied;

E. Breakout of phased costs for all phases versus major improvement cost within the applicable PID;

F. Assumptions for number of lots

1. Total number of lots by type;

2. Total estimated value per lot;

3. Total estimated value of lots by use;

4. The values provided in 1-3 above based on phasing plan/absorption schedule

G. Map of Property and TIRZ Property

H. Proposed Concept Plan

1. With construction phasing identified by map and cost

2. Location of any open space maintained by POA

3. Total acreage of open space maintained by POA

4. Map/locations of improvements to be financed by the applicable PID

5. Onsite improvements by Phase

6. Offsite improvements by Phase

I. Final private costs (not including the public improvement costs) to reach completed lots (i.e., final lot benching, stabilization, etc.)

(iii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$100,000,000.

(iv) The Assessments shall have been levied at the amount requested by the Developer up to a maximum “tax rate” for each Phase including the projected annual assessment, that shall not (i) exceed \$3.05 per \$100 of assessed value at the time of the levy of the Assessment on each PID Phase based on the Estimated Build Out Value of each parcel such rate limit for each PID Phase as determined at the time of the levy of the Assessments applies on an individual assessed parcel basis by Lot Type based on Estimated Build Out Value; (ii) exceed the City Tax Increment for each year available for application against the Annual Installment as set forth in the SAP, or (iii) exceed the value to lien ratios as set forth below. The Parties acknowledge and agree that the \$3.05 maximum “tax rate” set forth above assumes no changes in the taxing rates of other taxing jurisdictions within the applicable PID and that should other taxing jurisdictions adjust their tax rates, the \$3.05 maximum “tax rate” will not be reached.

(v) the total assessment value to lien ratio is at least 2:1 at the time of the levy of assessments for phase specific improvements and a total assessment value to lien ratio is at least 2:1 at the time of the levy of assessments for major improvements, and the total assessment value to lien ratio of each series of PID Bonds for each PID Phase is at least 2:1 at the time of the issuance of PID Bonds for phase specific improvements in each PID Phase and 2:1 at the time of the issuance of PID Bonds for major improvements; such values shall be confirmed by appraisal from licensed MAI appraiser. The City may agree to a lower value to lien ratio..

(vi) The Developer or its Affiliates, or any Subsequent Owner, shall own all property within the PID (or in each PID Phase, if applicable) prior to the levy of Assessments for such PID Phase, or have otherwise complied with Section 3.05 herein. The City shall not levy Assessments without a consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

(vii) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(viii) The PID Bonds must be marketable by a reputable underwriter to a reputable purchaser at a reasonable rate of interest as determined by the City's financial advisor.

(ix) PID bonds may not be issued through a third-party conduit and all PID bond issues must be approved by the Texas Attorney General;

(x) The Developer shall have agreed to any continuing disclosure requirements required by the Underwriter or by the purchasers of the PID Bonds and shall be current in all past continuing disclosure obligations.

(d) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Project Cost Cap.

Section 3.03. Developer Cash Contribution.

(a) At closing on any series of PID Bonds intended to fund construction of Public Improvements, if the PID Bond Proceeds are not sufficient to pay the Public Improvement Project Costs for the Phase to which such PID Bond Proceeds relate, the Developer shall be required to provide the following to fund the difference between the Public Improvement Costs for each PID Phase and the amount of PID Bond Proceeds available for such PID Phase and minus any approved Developer expenditures of Public Improvement Project Costs for such PID Phase as confirmed and approved by the City or its PID administrator (the "Deficit") as illustrated below:

- Total Amount of Public Improvement Project Costs of the PID Phase being finance by Bond Proceeds
- PID Bond Proceeds deposited to Project Fund
- Verified and approved Developer expenditures of Public Improvement Project Costs for the PID Phase
- = Total amount of Deficit

(b) The determination of the amount of the Deficit shall be estimated prior to pricing of each series of PID Bonds and shall be finalized within five (5) days of pricing of each series of PID Bonds.

(c) To fund the Deficit, the Developer must provide one or more of the following:

(i) A deposit of cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Public Improvement Project Costs for such Phase. Any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

(ii) satisfactory evidence to the City that Developer has sufficient available funds to finance as the Deficit for the Public Improvement Project Costs not to be financed by applicable series of PID Bond Proceeds. Such satisfactory evidence may consist of:

A. A closed loan with a local bank or financial institution, acceptable to the City and its financial advisor. A representative for the City shall have access to such loan documentation for review.

B. A letter of credit with a financial institution in favor of the City to allow for withdrawal by the City without condition, in a form acceptable to the City and its financial advisor. A representative for the City shall have access to such letter of credit documentation for review.

(d) No PID Bond Proceeds shall be released to the Developer until evidence of funding of the Deficit has been provided.

Section 3.04. Apportionment and Levy of Assessments.

(a) In order to be reimbursed from Assessments or from PID Bond Proceeds, a Reimbursement Agreement must be entered into prior to the acceptance of the Public Improvements. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act. The City shall remit the draft Service and Assessment Plan or any amendment thereto to the Developer for review at least two (2) weeks prior to its consideration by City Council.

(b) Concurrently with the levy of the Assessments on each PID Phase, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Harris County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.05. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within the PID (or in a PID Phase, if applicable) in which Assessments are to be levied, shall occur prior to the City's levy of Assessments in the PID (or PID Phase) unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each subsequent owner of Assessed Property in the PID to the levy of Assessments on each property and to the

creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and shall require the consent of the purchased property owner in any land sale contract. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

Section 3.06. City Participation in Drainage Improvements.

(a) The City has available bond funds for the construction or reimbursement of the Drainage Improvements as set forth in Exhibit I up to a maximum amount of \$5,000,000, which amounts will not be paid or reimbursed from the PID or the TIRZ unless approved by the City. The Parties acknowledge that any costs spent for the Drainage Improvement prior to the execution of this Agreement shall be eligible for reimbursement by the City provided that such expenditures comply with City Regulations and the PUD. The City intends to contribute such funds during construction of the drainage improvement within the PID. The design and construction of the Drainage Improvements shall be pursuant to City Regulations and approved by the City, as shall any bid for such Drainage Improvements, if required by applicable law. The timing and manner of such contribution shall be as set forth below as may be modified by the City.

(b) The City shall authorize reimbursement of the Drainage Improvements existing drainage bond proceeds. The Developer shall submit a Drainage Payment Certificate to the City for reimbursement for the costs of the Drainage Improvements, which request shall include invoices, contracts, Waivers of Liens or any other information requested by the City that is customary for the City to review prior to payment of any public improvement cost. Prior to any payment or reimbursement, all Plans and Specification associated with the Drainage Improvement have been approved by the City. The City shall review the sufficiency of each Drainage Payment Certificate with respect to compliance with this Agreement, compliance with the City Regulations, the Concept Plan and Applicable Law, within thirty (30) business days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Drainage Payment Certificate and what is denied and will notify Developer of additional documentation needed. Approved costs in a Drainage Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each request.

Section 3.07. City Improvements. The Developer shall design, construct and install the City Improvements as set forth in Exhibit K attached hereto and the City shall reimburse the Developer for the Actual Costs of the City Improvements from Assessment Revenues, PID Bond Proceeds or TIRZ Revenues, as available, up to the amounts set forth for the City improvements in the Service and Assessment Plan or TIRZ Project and Finance Plan, as applicable.

Section 3.08. Fire Station Condo Regime. The City must approve the condominium regime and condominium documents relating to the subdivision of the fire station parcel before filing in the real property records of the County, and the City will not accept ownership or

dedication of the fire station or reimburse or pay for costs of the City fire station from TIRZ Revenues until such condominium regime is filed in the real property records of the County.

ARTICLE IV TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City has created a tax increment reinvestment zone pursuant to and in accordance with the TIRZ Act. The Property within the boundaries of the TIRZ Property. The City shall create an account within the TIRZ Fund into which the City Tax Increment from the TIRZ Property within the PID shall be deposited (the “City Center Account”) up to the TIRZ Cap.

Section 4.02. Flow of Funds in District TIRZ Account. The City Tax Increment collected within the TIRZ up to the TIRZ Cap, shall be deposited as follows:

(i) First, to subsidize Assessments in each year for the PID (or each PID Phase, if applicable) in order to lower the Annual Installments of the Assessments the PID (or PID Phase) to a level that produces an overall tax equivalent tax rate equal to the rate set forth in Article III herein for each parcel within the PID (or PID Phase) as defined in the Service and Assessment Plan; and

(ii) Second, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs, including the payment of any Assessments levied on City owned property;

(iii) Third, to reimburse the Developer for the City Improvements not otherwise paid from Assessments or PID Bond Proceeds;

(iv) Fourth, the City for any lawful purpose.

Section 4.03. Duration of TIRZ Revenue.

(a) Deposits of the City Tax Increment shall continue into the City Center Account until (i) the final maturity of all outstanding PID Bonds, (ii) the TIRZ Cap has been reached, or (iii) the expiration of the term of the TIRZ.

Section 4.04. Refunding of PID Bonds.

(a) Upon the refunding of any series of PID Bonds, any reduction in the assessments for such PID Bonds shall mean a dollar-for-dollar reduction in any TIRZ credit allocated to such PID Bonds.

Section 4.05. TIRZ Fund.

In accordance with the TIRZ Project and Finance Plan, the City Tax Increment shall be deposited to the applicable account of the TIRZ Fund annually, after adoption of the ordinance creating the TIRZ.

ARTICLE V

DEVELOPMENT

Section 5.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, and any Subsequent Owner, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations and with the Concept Plan.

Section 5.02. Planned Development. As consideration for the City's obligations under this Agreement and in consideration for the reimbursement of the Public Improvement Project Costs, the City Improvements costs, and the Drainage Improvement costs, the Developer agrees that its development and use of the Property or the development and use of the Property by Subsequent Owners, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations and the Concept Plan Any changes to the Concept Plan attached hereto must be approved by the City; provided, however, that any changes to the Concept Plan approved by the City through its regulatory functions shall be deemed to have amended the Concept Plan attached hereto.

Section 5.03. Property Acquisition. With the exception of the acquisition of easement rights as set forth in Article VI hereof, the Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. If any portion of the Property is transferred to a Subsequent Owner, such Subsequent Owner shall be required by the Developer to allow Developer to construct the Public Improvements to serve the Property. The City agrees to allow Developer (or a Subsequent Owner, if approved by the City) the use of any City easements, rights of way or owned property as is reasonably necessary for the construction and installation of the Public Improvements. If the Developer is unable to obtain such third-party rights-of-way, consents, or easements, within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, the City agrees to consider the acquisition of such property (subject to City Council authorization after a finding of public necessity), at Developer's cost, through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees actually incurred by the City in the exercise of its eminent domain powers, such costs to be paid by the Developer pursuant to the Professional Services Agreement prior to any taking of land by the City.

Section 5.04. Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement shall control.

ARTICLE VI

DEVELOPMENT CHARGES

Section 6.01. Fees. Development of the Property and the TIRZ Property shall be subject to payment to the City of fees charged pursuant to the City Regulations.

ARTICLE VII

DEVELOPMENT SPECIFIC REQUIREMENTS

Section 7.01. Compliance with PUD. The Developer will comply with the terms of the PUD and the Phasing Plan.

ARTICLE VIII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS, DRAINAGE IMPROVEMENTS AND CITY IMPROVEMENTS

Section 8.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements, Drainage Improvements and City Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements, Drainage Improvements and City Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements, Drainage Improvements and City Improvements to be undertaken in accordance with City Regulations, the Concept Plan and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, Drainage Improvements and City Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements, Drainage Improvements and City Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations, including the City Regulations, regarding the design and

construction of the Public Improvements, Drainage Improvements and City Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements, Drainage Improvements and City Improvements at 100%.

(d) Upon Completion of Construction of the Public Improvements, Drainage Improvements and City Improvements, Developer shall provide or cause to be provided a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements, Drainage Improvements and City Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits, Waiver of Liens and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements, Drainage Improvements and City Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements, Drainage Improvements and City Improvements.

(e) Developer agrees to require the contractors and subcontractors or Subsequent Owners which construct the Public Improvements, Drainage Improvements and City Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements, Drainage Improvements and City Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements, Drainage Improvements and City Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law. The Public Improvements, Drainage Improvements and City Improvements within each Phase shall reach Completion of Construction by the Public Improvement Completion Date.

(g) The Developer shall dedicate or convey or cause to be dedicated or conveyed by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights (which may be an easement) necessary for the construction, operation, and maintenance of the road, water, drainage, and sewer Public Improvements, Drainage Improvements and City Improvements, at the completion of the Public Improvements, Drainage Improvements and City Improvements and acceptance by the City.

Section 8.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements, Drainage Improvements and City Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements, Drainage Improvements and City Improvements that the contractor will

indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

CITY OF FRIENDSWOOD, TEXAS ("CITY") SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARACTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATING TO THE SOLE OR CONCURRENT NEGLIGENCE OF THE CONTRACTOR OR RELATING TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER

TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT

The Developer or its designee shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be (i) paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement or (ii) paid from the proceeds of PID Bonds issued to pay the Public Improvement Project Costs.

(a) The following requirements apply to Construction Agreements for Public Improvements, Drainage Improvements and City Improvements:

(i) Plans and specifications shall comply with all Applicable Law, and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role: Public Improvements, Drainage Improvements and City Improvements.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements, Drainage Improvements and City Improvements (before, during or after construction) except to the extent of the reimbursement the Actual Costs of the Public Improvements, Drainage Improvements and City Improvements as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements, Drainage Improvements and City Improvements other than the reimbursements described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, Drainage Improvements and City Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for

payment of all costs and valid claims associated with construction of the Public Improvements, Drainage Improvements and City Improvements.

Section 8.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements, Drainage Improvements and City Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 8.04. Joint Cooperation; Access for Planning and Development.

During the planning, design, development and construction of the Public Improvements, Drainage Improvements and City Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall use commercially reasonable efforts to cause the architect, engineer and other design professionals to attend City meetings if requested by the City, such commercially reasonable efforts to include providing that such attendance is required in its contracts with the architect, engineer and other design professionals.

Section 8.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Concept Plan submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 8.06. Construction Standards and Inspection.

The Public Improvements, Drainage Improvements and City Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements, Drainage Improvements and City Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, Drainage Improvements and City Improvements, and this Agreement, provided, however, that if there is any conflict, the City Regulations of the

governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 8.07. Public Improvements, Drainage Improvements and City Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, Drainage Improvements and City Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City or by any other governmental entity from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the exercise of reasonable judgment, the City Representative shall review the title report using their normal and customary review process for an easement and shall only object to matters in the title report if they would do so for any other easement granted directly to the City or to be obtained by the City for a public improvement. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 8.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer or a Subsequent Owner, the Developer shall dedicate easements by plat or cause such dedication by a Subsequent Owner, or shall execute and deliver to the City or cause such execution and delivery by the Subsequent Owner, such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants or causes a Subsequent Owner to grant to the City a permanent access and maintenance easement by plat or separate instrument to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. All easements must be acceptable to the City. The grant of the permanent easement shall not relieve the Developer of any obligation to grant, or cause the granting to the City, title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 8.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements, Drainage Improvements and City Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, Drainage Improvements and City Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any scheduled construction meetings as set forth in the construction contracts for the Public Improvements, Drainage Improvements and City Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements, Drainage Improvements and City Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements, Drainage Improvements and City Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements, Drainage Improvements and City Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements, Drainage Improvements and City Improvements. Upon acceptance by the City of the Public Improvements, Drainage Improvements and City Improvements, the City shall become responsible for the maintenance of the Public Improvements, Drainage Improvements and City Improvements and making any bond or warranty claim, if applicable.

Section 8.10. Revisions to Scope and Cost of Public Improvements, Drainage Improvements and City Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP or the Project and Financing Plan. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAP, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City. The City shall only reimburse the Public Improvement Project Costs in the amounts set forth in the SAP.

(c) Any Actual Costs of the City Improvements in excess of the amounts set forth in the SAP or the TIRZ Project and Finance Plan shall not be subject to reimbursement to the Developer.

Section 8.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 8.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements, Drainage Improvements and City Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements, Drainage Improvements and City Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements, Drainage Improvements and City Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged prior to the earlier of (i) the date of acceptance of the applicable Public Improvement by the City of the related Public Improvement or (ii) 180 days.

Section 8.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements, Drainage Improvements and City Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 8.14. Right of the City to Make Inspection.

(a) At any time during regular business hours during the construction of the Public Improvements, Drainage Improvements and City Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements, Drainage Improvements and City Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the standard City inspection fees or the City's cost for the retention of a third-party inspector, whichever is applicable.

(b) Inspection of the construction of all Public Improvements, Drainage Improvements and City Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements, Drainage Improvements and City Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, Drainage Improvements and City Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event

of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements, Drainage Improvements and City Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the City's written thirty (30)-day notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 8.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the Actual Costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the Developer as allowed by Applicable Law.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement, except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement or TIRZ Revenues. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements or the City Improvements, to the extent applicable. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement may be paid or reimbursed by the City from TIRZ Revenues up to the amount set forth in the TIRZ Project and Finance Plan or the TIRZ Cap. Any costs of the City Improvements in excess of the amounts set forth in the Service and Assessment Plan shall be reimbursed from TIRZ Revenues, up to the amount set forth in the TIRZ Project and Finance Plan or the TIRZ Cap. Any costs of the Drainage Improvements in excess of the City's \$5,000,000 shall be reimbursed from TIRZ Revenues, up to the amount set forth in the TIRZ Project and Finance Plan or the TIRZ Cap. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) The City's obligation with respect to the reimbursement from Assessments of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or from Assessments collected for

the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the Project Cost Cap.

(c) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

The Service and Assessment Plan shall be updated or amended, as applicable, such that the costs of the Public Improvements in the SAP match the costs set forth in the applicable construction contracts; provided that such adjustment of the SAP does not affect the benefit analysis. Then, after the Completion of Construction of a Public Improvement payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements in the PID (or in each PID Phase, if applicable) as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from (i) PID Bond Proceeds or from (ii) Assessments collected in the PID as set forth in 9.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvement Project Costs. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the City Regulations, the Concept Plan and Applicable Law, and compliance with the applicable SAP and Plans and Specifications within thirty (30) days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Payment Certificate and what is denied and will notify Developer of additional documentation needed to resolve disputes related to the portions that are not approved. Approved costs in a Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each Payment Certificate.

(b) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(c) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The reimbursement for costs of the Public Improvements set forth in Exhibit-C and in the Service and Assessments Plan may be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended, if requested by the Developer and agreed to by the City. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements.

(b) Reimbursement or payment of the costs of the Public Improvements, shall only be made from the levy of Assessments within the PID, as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in a Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of Completion of Construction of the Public

Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any Governmental Authority or of any provision of any applicable order, judgment or decree of any court, or Governmental Authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements, Drainage Improvements and City Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of

Or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, or Governmental Authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any Governmental Authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement; or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE XI

MAINTENANCE OF CERTAIN IMPROVEMENTS

Section 11.01. Property Owners' Association.

(a) The Developer will create a property owners' association ("POA") over the property in the PID, which POA, through its conditions and restrictions filed of record in the property records of Harris County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Development and any other common improvements or appurtenances (the "POA Maintained Improvements"). Maintenance of any POA Maintained Improvements on land owned by the City shall be pursuant to a maintenance agreement between the POA and the City (the "POA Maintenance Agreement").

(b) While the Parties anticipate that the POA established to maintain and operate the POA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the POA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

(c) The City may review the covenants, conditions and restrictions for the POA prior to their filing and such covenants, conditions and restrictions must be filed with the final plat, prior to the City's acceptance of any Public Improvements, Drainage Improvements and City Improvements to be maintained by the POA.

ARTICLE XII

TERMINATION EVENTS

Section 12.01. Developer Termination Events.

(a) The Developer may terminate this Agreement (i) upon an Event of Default by the City, or (ii) in the event the City does not create the PID and approve the TIRZ Project and Finance Plan, or levy Assessments and issue PID Bonds pursuant to this Agreement.

Section 12.02. City Termination Events.

(a) The City may terminate this Agreement with respect to the applicable PID Phase and any remaining PID Phase, upon an uncured Event of Default by the Developer pursuant to Article XV herein.

(b) The City may terminate this Agreement, (i) if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date, or (ii) if the Development is divided into PID Phases, no Commencement of Construction has begun in a PID Phase within one (1) year of completion of the Public Improvements, Drainage Improvements and City Improvements in the prior PID Phase.

Section 12.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, with the exception of any of Developer's Public Improvement Project Costs that were previously advanced or incurred as of the date of termination, provided that a Payment Certificate for such Public Improvement Project Costs is submitted within ninety (90) days of the termination and is approved by the City pursuant to its normal and usual process for approving such Payment Certificate. The City must approve such Payment Certificate within thirty (30) days or submit to the Developer its

objections/issues with such Payment Certificate and reasonably consult with the Developer to cure any insufficiencies in the Payment Certificate within an additional thirty (30) days.

Section 12.04. City Actions Upon Termination.

Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement. Any Public Improvement Project Costs submitted to the City but still under review at the time of termination of this Agreement may be paid if subsequently approved by the City.

ARTICLE XIII

TERM

This Agreement shall terminate upon the earlier of (i) the expiration of ten (10) years from the Effective Date, (ii) the date upon which the City and Developer discharge their obligations herein including construction of the Public Improvements and payment of or reimbursement for the Public Improvement Project Costs (up to the Project Cost Cap), the Actual Costs of the Drainage Improvements or Actual Costs of the City Improvements, pursuant to this Agreement, as may be modified by the SAP or the TIRZ Project and Finance Plan, or (ii) the occurrence of a termination event under Article XII. Provided, however, that to the extent PID Bonds have been issued for a PID Phase, the use of the City Tax Increment to subsidize Assessments shall continue, as set forth in the applicable SAP, until such PID Bonds are discharged, and to the extent the TIRZ obligations remain outstanding, the use of TIRZ Revenues shall continue, as set forth in the TIRZ project and Finance Plan and this Agreement, until such TIRZ obligations are discharged.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure

such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; provided, however, Developer or any Affiliate may follow legal procedures to protest or contest their taxable appraised value.

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date; or

Section 14.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 14.01(f) above). Except with respect to cure periods set forth in 14.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than fourteen (14) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 14.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, (excluding punitive, special, or consequential damages) and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, (excluding punitive, special, or consequential damages), injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 14.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within ninety (90) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the Developer to the City.

Section 14.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies specifically including damages as set forth below (specifically excluding punitive, special, or consequential damages), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 14.06. No Waiver of Immunity.

(a) Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City officer, official, employee or agent.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in such suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues or TIRZ revenues;

(ii) The recovery of damages against City or the Developer may not include punitive, damages, special damages, or consequential damages; and

(iii) The Parties may not recover attorney's fees.

Section 14.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 14.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 15.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public

Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 15.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 15.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 15.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 15.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-

contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 15.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager
 910 S. Friendswood Dr.
 Friendswood, Texas 77546
 281-996-3250

 Attn: Louis Tannos
 Madison Development Corp., LLC
 505 S. Friendswood Dr., Suite 119
 Friendswood, Texas 77546

And to: Attn: Russell Handy
 Wolfgramm Capital
 1410 East Winding Way, Suite E
 Friendswood, Texas 77546

With a copy to: Attn: Ross Martin
 Winstead PC
 2728 N. Harwood St., Suite 500
 Dallas, Texas 75201

Section 16.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City’s financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated

account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 16.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Manager. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations with respect to any assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice

to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written notice to the lender. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property, except an end-user property owner, shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations or execute any document with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 16.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 16.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 16.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 16.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 16.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 16.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 16.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 16.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 16.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 16.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the Mayor, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 16.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 16.14. Compliance with Disclosure Program. The Developer shall comply with the Disclosure Program attached hereto as Exhibit H.

Section 16.15. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 16.16. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.17. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 16.18. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 16.19. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.20. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments or approval of a Reimbursement Agreement.

Section 16.21. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds.

Section 16.22. Recording Fees.

Any fees associated with the recording of documents in the real property records of Harris County in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Harris County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 16.23. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with

Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.23 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.24. 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/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.24 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.25. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Harris County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 16.26. Petroleum.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the

representations and covenants contained in this Section 16.26 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.27. Firearms.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run.

Section 16.28. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF FRIENDSWOOD

By:

Name:

Morad Kabiri

Title:

City Manager

ATTEST:

City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER

_____ ,

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of _____, an _____, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION



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 $09^{\circ}41'36''$, and a chord which bears North $76^{\circ}21'49''$ East, 310.94 feet to a point of tangency, from which a disturbed Texas Department of Transportation (TXDOT) aluminum disk found bears South $07^{\circ}56'$ East, 0.69 feet;

THENCE, North $81^{\circ}12'37''$ 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 $08^{\circ}47'23''$ 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;

150 W. Shadowbend Avenue, Suite #304 | Friendswood, TX 77546
phone 281.648.3131 | fax 281.648.3737 | e-mail christian@boundaryone.com
T.B.P.L.S. Firm No. 10084800



METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 2 OF 4

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;



METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQ. FT.)
PAGE 3 OF 4

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;



METES AND BOUNDS DESCRIPTION

106.472 ACRES (4,637,900 SQ. FT.)

PAGE 4 OF 4

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.

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

October 20, 2022

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phone 281.648.3131 | fax 281.648.3737 | e-mail christian@boundaryone.com
T.B.P.L.S. Firm No. 10084800

EXHIBIT B

PUD

[See attached]

ORDINANCE NO. 2023-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP CONCERNING PROPERTY LOCATED AT 3801 FM 528 RD, BEING 106.472 ACRES OF LAND SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NUMBER 549, HARRIS COUNTY, TEXAS, INCLUDING (I) 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) AND (II) 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, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS, FROM PUBLIC AND SEMI PUBLIC AND RETAIL TO MIXED USE; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE ZONING CLASSIFICATION OF SUCH PROPERTY FROM PLANNED UNIT DEVELOPMENT (ORD. 2015-18) TO A REVISED PLANNED UNIT DEVELOPMENT (PUD) TO ALLOW A MIXED-USE DEVELOPMENT; 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, the Friendswood Comprehensive Plan (the "Plan") assists City officials, staff and citizens in making sound decisions affecting the future growth and development of the City and the surrounding area; and

WHEREAS, on October 26, 2023, the Planning and Zoning Commission (the "Commission") reviewed the proposed amendment of the Plan to update the Future Land Use Map contained therein, concerning the property located at 3801 FM 528 Road, Friendswood, Harris County, Teas, being more particularly described as 106.472 acres of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas, including (i) 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) and (ii) 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, City of Friendswood, Harris County, Texas (the "Property") to change the designation thereof from Public and Semi Public and Retail to Mixed Use; and

WHEREAS, a map depicting the location of the Property is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes; and

WHEREAS, on November 6, 2023, a public hearing was conducted at which the public was given the opportunity to give testimony and present written evidence regarding this amendment of the Plan; 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 the required hearing on this amendment to the Future Land Use Map has been held; and

WHEREAS, after the Commission's review of the proposed amendment as well as the input received at the public hearing, the City Council desires to amend the Plan to update the Future Land Use Map to better reflect future development within the boundaries of the City; and

WHEREAS, additionally, Madison Development Corp. (the "Owner") made application to the City to change the zoning classification of the Property from Planned Unit Development (Ord. 2015-18) to a revised Planned Unit Development (PUD) to allow a mixed-use development; 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 filed with City Council, its final 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 zoning classification change have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter of the City of Friendswood, the Friendswood City Code and all other applicable laws; and

WHEREAS, after receiving the Commission's final report as well as the input received at the public hearing, 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, 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. That the City Council of the City of Friendswood, Texas, hereby amends the Friendswood Comprehensive Plan to update the Future Land Use Map concerning the Property to change the Future Land Use Map designation from Public and Semi Public and Retail to Mixed Use. Such amendment is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

Section 3. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Planned Unit Development (Ord. 2015-18) to a revised Planned Unit Development (PUD) for the "Friendswood City Center" to allow a

mixed-use development, as further depicted in Exhibit "C-1" and subject to the regulations contained in Exhibit "C-2," which exhibits are attached hereto and incorporated herein for all intents and purposes. 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 4. 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 the Future Land Use Map designation of the Property as described in Section 2 hereinabove and the change in zoning classification of the Property as described in Section 3 hereinabove.

Section 5. 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.

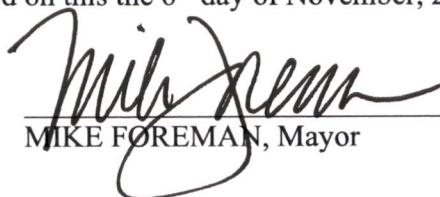
Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. 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 8. 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 9. 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 6th day of November, 2023.


MIKE FOREMAN, Mayor

ATTEST:



LETICIA BRYSCH, City Secretary



APPROVED AS TO FORM:



KAREN L. HORNER, City Attorney

Location Map

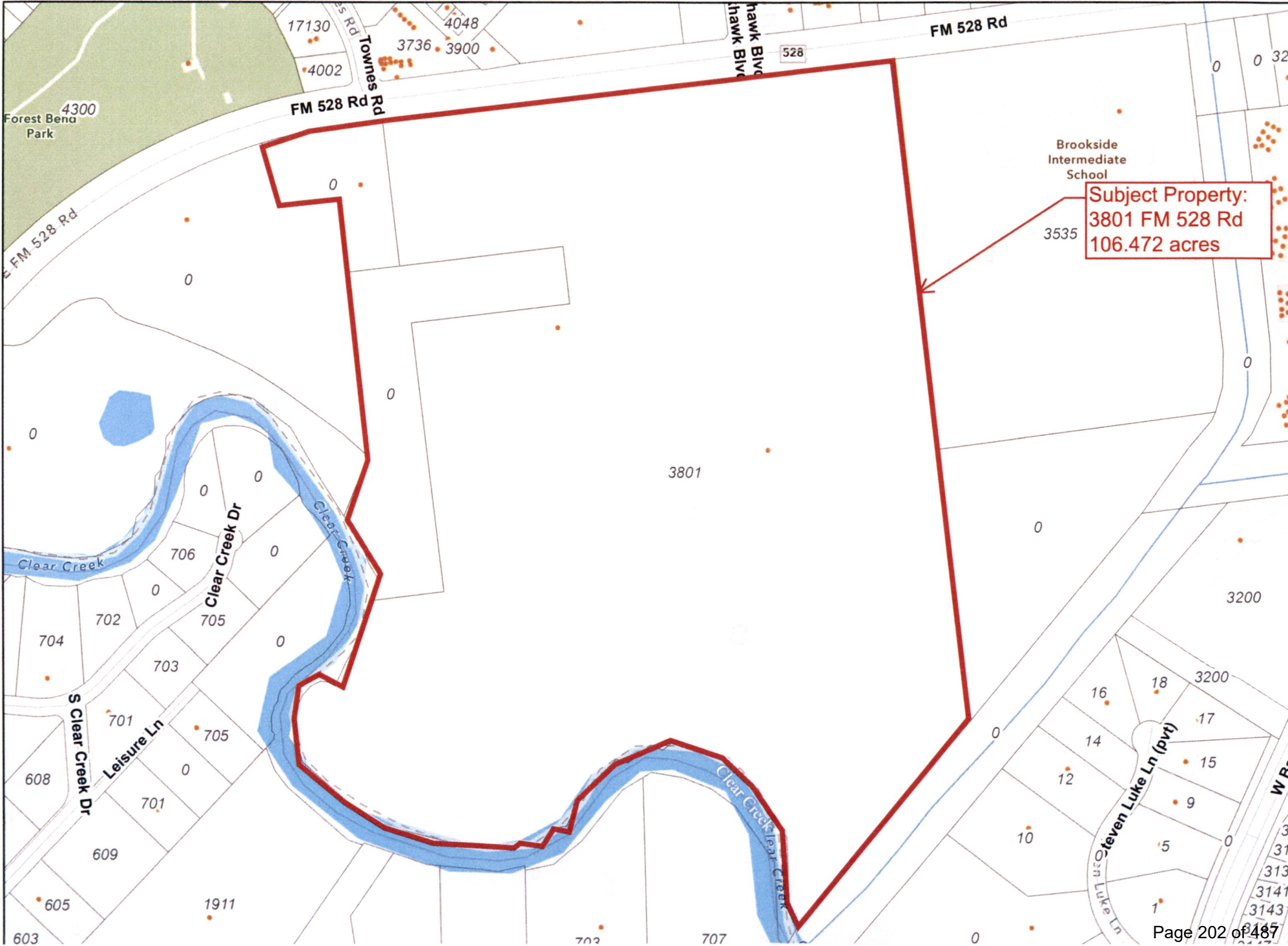
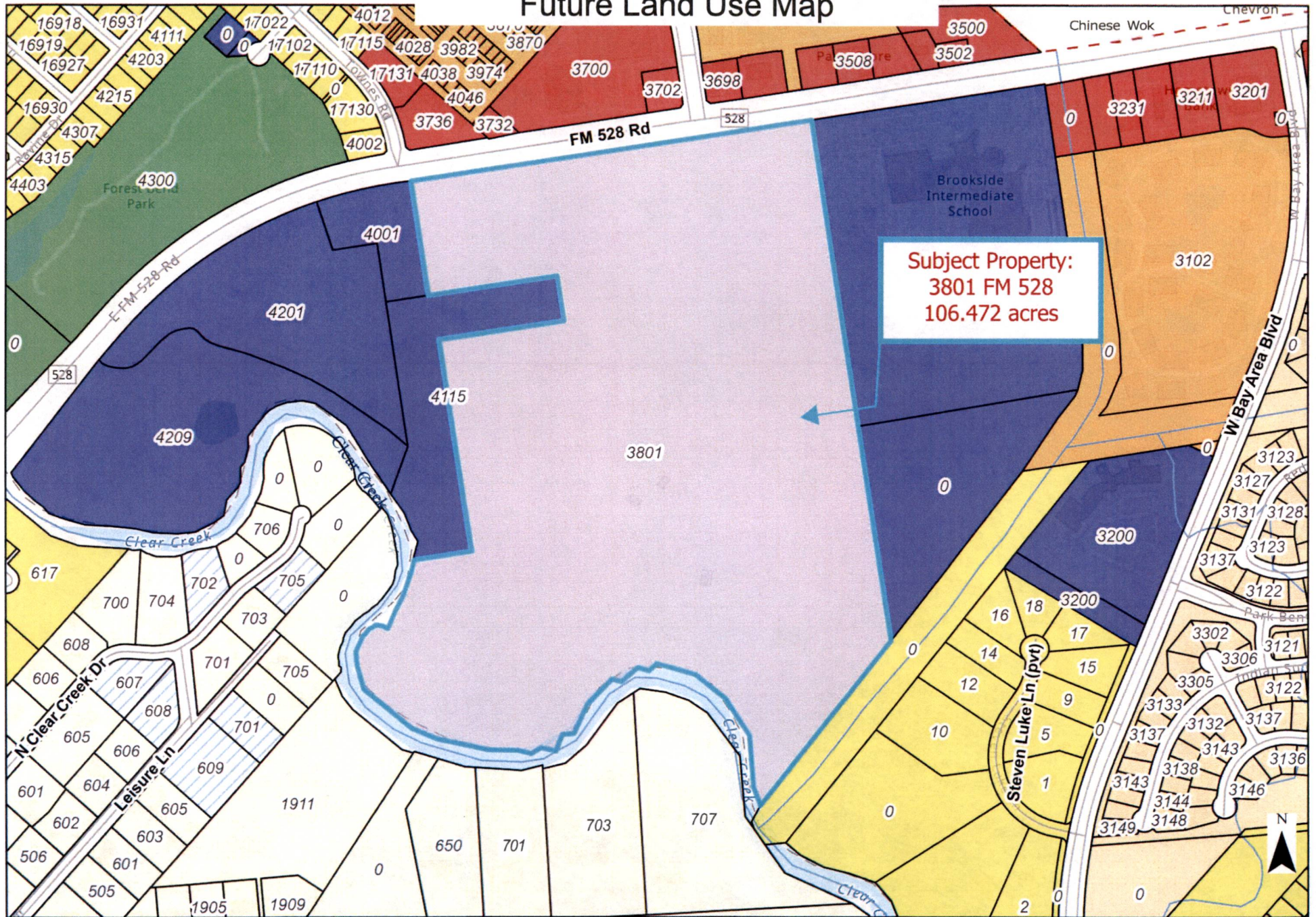


EXHIBIT D Future Land Use Map



- | | | | |
|-------------|--------------|--------------------------|------------------------|
| City Limits | Proposed FLU | High Density Residential | Public and Semi-Public |
| Parcels | SFR- Estate | Mixed Use | Regional Detention |
| Streets | Low Density | Retail | [ZZ] Buyout Lots |
| Creeks | Garden Homes | Parks | |

0 0.05 0.1 0.2 Miles

Exhibit "C-1" Zoning Map

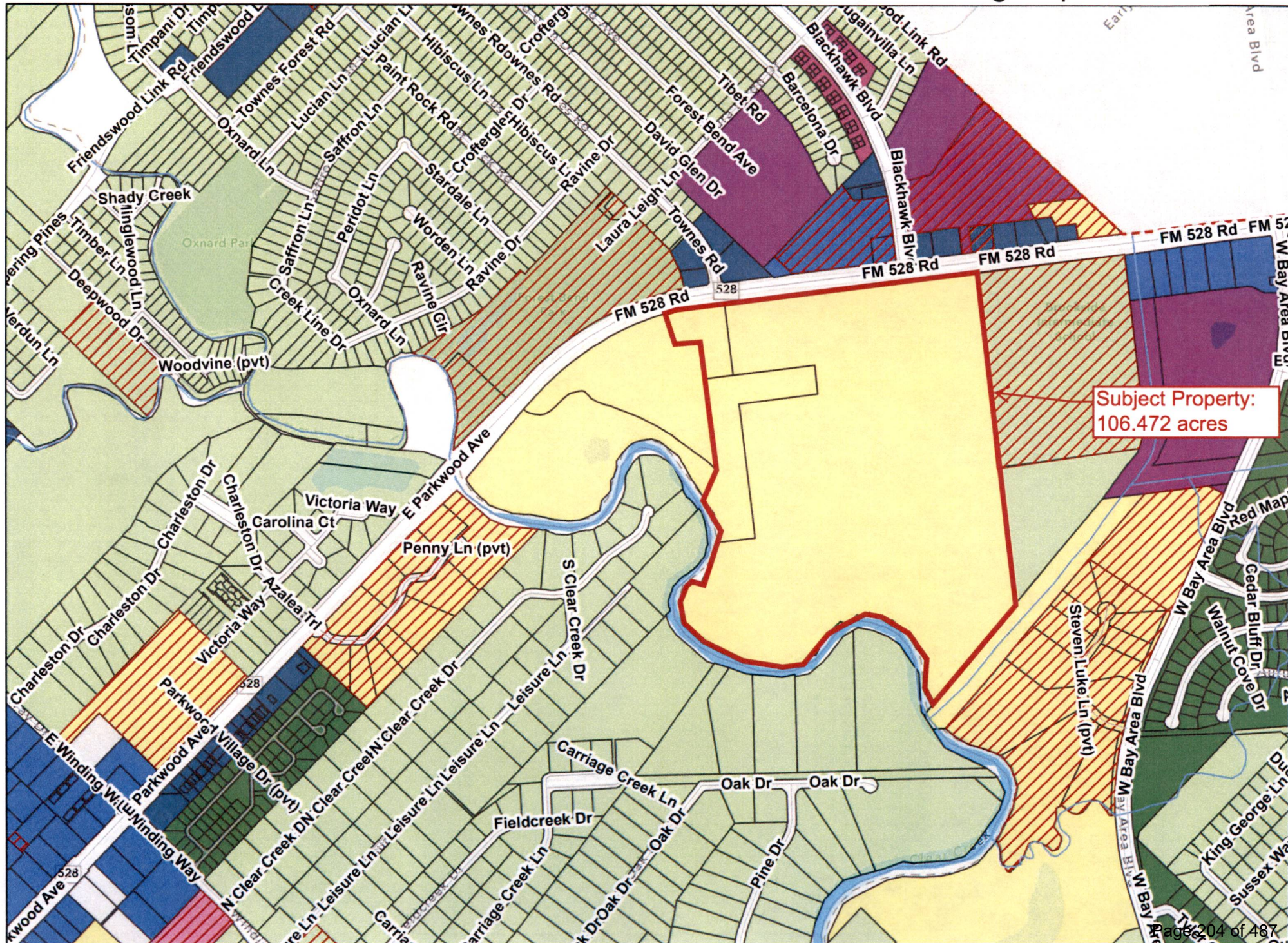


Exhibit "C-2"

**Planned Unit Development
Friendswood City Center PUD**

Prepared For
Tannos Development Group, LLC

August, 2023



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INTRODUCTION

Purpose

This application has been prepared on behalf of Tannos Development LLC, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive Mixed Use Development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

Friendswood City Center PUD is located on a + 107 Acre tract located South of FM 528, with Clear Creek forming a natural boundary on the West and South borders and Brookside Intermediate School to the East. The subject tract will be bisected with an Extension of Blackhawk Blvd from 528 to Bay Area Blvd. Approximately 50 Acres of the site is located within the Flood Way of the Clear Creek Watershed, 38 Acres are located within the AE Flood Zone and 19 Acres are located within the X Flood Zone. The Majority of the area located within the AE Zone will be raised out of the flood plain by mitigation within the Park Area. All Buildings will be constructed above the Flood Plain.

PROJECT DESCRIPTION

The Planning Concept is to provide a strong neighborhood identity with walkable mixed-use facilities that allow access to services and other businesses without requiring residents to use a car as their main mode of transportation. To accomplish this, Friendswood City Center PUD will combine commercial, retail, hospitality, office, and multifamily residential developments into a vibrant community with walkable streets that support alternative modes of transportation. All areas of the community will be connected with 10-0 wide Shared Use Paths. In the Park Area, the paths will be created out of decomposed granite and will be referred to as trails. In all other areas, the paths will be created using a combination of concrete with paver and stone accents. Path Users are non-motorized and may include but are not limited to: bicyclists, in-line skaters, roller skaters, wheelchair users (both non-motorized and motorized) and pedestrians, including walkers, runners, people with baby strollers, people walking dogs, etc. These facilities will be designed for two-way travel.

For transportation and parking demand management, the concept is to create slower-paced streets with head-in parking and pavement designed to enhance pedestrian safety. Surface Parking will be minimized with the majority of parking located within above ground parking garages designed to blend in with the building facades. All parking garages will be required to leave at least 20 percent of their parking spaces available for public parking and may be a fee lot. All areas, except the gated area of the Multi-Family Residential Development, will have cross parking access.

DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Friendswood City Center PUD

Building Regulations

Friendswood City Center PUD Regulation Matrix

PUD Zoning District	Units Per Acre	Lot Area Minimum Sq Ft	Lot Width Minimum Sq Ft	Lot Depth Minimum Sq Ft	Front Yard Setback	Rear Yard Setback	Interior Side Yard	Exterior Side Yard	Maximum Height (4 stories)	Landscape Buffer Width (FM 528)	Landscape Buffer Width (Except FM 528)
Lot 1	n/a	15000	100	150	100	10	10	25	40	15	5
Lots 2-5	n/a	15000	100	150	160	10	10	25	40	15	5
Lots 7	29	15000	100	150	0	10	10	10	70	0	0
Lots 8	n/a	15000	100	150	0	10	10	10	70	0	0
Lots 6, 9, 10	29	15000	100	150	50	0	10	25	70	15	5
Lot 11	29	15000	100	150	0	0	10	25	70	0	0
Lot 12 MFR	29	n/a	n/a	n/a	25	0	25	25	70	0	5

Base zoning districts CSC and MFR-H per COF Zoning Ordinance.

Lot coverage based on approved drainage plan.

Landscape buffers may include walkways, boardwalks, patios, plazas, courtyards, bulkheads, retaining walls, and similar structures are permitted in the landscape buffer except for along FM 528.

No multifamily use shall be allowed on the first floor of Lots 6, 7, 9 and 10.

(a) *Street Setbacks:*

Walkways, Boardwalks, Patios, Plazas, Courtyards, bulkheads, retaining walls and similar structures will be permitted in the landscape buffer/setback area except for area abutting FM 528.

Building setback is measured from the right-of-way or property line.

Permitted Use Table

Residential Uses	
Single-Family Residence	
Garden Home Residence	
Multiple-Family Residence—Low Density	
Multiple-Family Residence—Medium Density	P
Multiple-Family Residence—High Density	P
Mobile Home Residence	

	2017 NAICS Industry Descriptions	
	Sexually oriented businesses (Ch. 62)	
11	<i>Agriculture, Forestry, Fishing and Hunting</i>	
111	Crop production	
1114	Greenhouse, nursery, and floriculture production	
112	Animal production and aquaculture	
113	Forestry and logging	
1133	Logging	
114	Fishing, hunting, and trapping	
115	Support activities for agriculture and forestry	
21	<i>Mining, Quarrying, and Oil and Gas Extraction</i>	
211	Oil and gas extraction	
212	Mining (except oil and gas)	
213	Support activities for mining	
22	<i>Utilities</i>	
221	Utilities	
23	<i>Construction</i>	
236	Construction of buildings	
237	Heavy and civil engineering construction	
238	Specialty trade contractors	
31-33	<i>Manufacturing</i>	
311	Food manufacturing	
311811	Retail bakeries	
3121	Beverage manufacturing (i.e. Breweries, wineries)	P
3122	Tobacco manufacturing	
313	Textile mills	

314	Textile product mills	
315	Apparel manufacturing	
316	Leather and allied product manufacturing	
3161	Leather and hide tanning and finishing	
321	Wood product manufacturing	
322	Paper manufacturing	
323	Printing and related support activities	
323113	Commercial screen printing	
324	Petroleum and coal products manufacturing	
325	Chemical manufacturing	
325412	Pharmaceutical preparation manufacturing	
326	Plastics and rubber products manufacturing	
3262	Rubber product manufacturing	
327	Nonmetallic mineral product manufacturing	
331	Primary metal manufacturing	
332	Fabricated metal product manufacturing	
333	Machinery manufacturing	
334	Computer and electronic product manufacturing	
335	Electrical equipment, appliance, and component manufacturing	
33591	Battery manufacturing	
336	Transportation equipment manufacturing	
337	Furniture and related products manufacturing	
339	Miscellaneous manufacturing	
3391	Medical equipment and supplies manufacturing	
42	Wholesale Trade	
423	Merchant wholesalers, durable goods	O
424	Merchant wholesalers, nondurable goods	O
425	Wholesale trade agents and brokers	O
44-45	Retail Trade	
4411	Automobile dealers	
4412	Other motor vehicle dealers	
4413	Automotive parts, accessories, and tire retailers (i.e. Auto Zone, O'Riley's)	
4491	Furniture and home furnishing retailers	P
4492	Electronics and appliance retailers	P
444	Building material and garden equipment and supplies dealers	
444180	Other building material dealers	
445	Food and beverage retailers	P
4561	Health and personal care retailers	P
457	Gasoline stations and fuel dealers (Lot 5 only)	P

Friendswood City Center PUD

45712	Other gasoline stations	
458	Clothing, clothing accessories, shoe, and jewelry retailers	P
4591	Sporting goods, hobby, and musical instrument, retailers	P
4592	Book retailers and news dealers	P
4593	Florists	P
4594	Office supplies, stationary, and gift retailers	P
455	General merchandise retailers	P
4595	Used merchandise retailers	P
45993	Manufactured (mobile) home dealers	
459910	Pet and Pet Supply Retailers	P
459920	Art Dealers	P
48-49	Transportation And Warehousing	
481	Air transportation	O
482	Rail transportation	O
483	Water transportation	O
484	Truck transportation	O
485	Transit and ground passenger transportation	O
486	Pipeline transportation	O
487	Scenic and sightseeing transportation	O
488	Support activities for transportation	O
48841	Motor vehicle towing	
491	Postal service	
492	Couriers and messengers	O
493	Warehousing and storage	
51	Information	
513	Publishing industries	P
512	Movie Theaters	P
516	Broadcasting and content providers (i.e. Comcast, Netflix, etc.)	P
517	Telecommunications	O
517121	Telecommunication resellers	O
518	Computing infrastructure providers, data processing, web hosting and related services	
519	Web search portals, libraries, archives, and other information services	O
52	Finance and Insurance	
521	Monetary authorities—Central bank	P
522	Credit intermediation and related activities	P
522299	International, secondary market, and all other non- depository credit intermediation (i.e., pawn shops)	

523	Securities, commodity contracts, and other financial investments and related activities	P
524	Insurance carriers and related activities	P
525	Funds, trusts, and other financial vehicles	P
53	<i>Real Estate and Rental and Leasing</i>	
531	Real estate	P
53113	Lessors of mini warehouses and self-storage units	
532	Rental and leasing services (i.e. car rentals, formal wear and costumes, home health equipment, etc.)	
53212	Truck, utility trailer, and RV rental and leasing	
533	Lessors of nonfinancial intangible assets (except copyrighted works)	
54	<i>Professional, Scientific and Technical Services</i>	
541	Professional, scientific, and technical services	P
54138	Testing laboratories	P
55	<i>Management of Companies and Enterprises</i>	
551	Management of companies and enterprises	P
56	<i>Administrative and Support and Waste Management and Remediation Services</i>	
561	Administrative and support services	P
561730	Landscaping services	
56179	Other services to buildings and dwellings	
562	Waste management and remediation services	
61	<i>Education Services</i>	
6111	Elementary and secondary schools	
6112	Junior colleges	
6113	Colleges, universities, and professional schools	
6114	Business schools and computer and management training	P
6115	Technical and trade schools	P
6116	Other school and instruction (i.e. dance, gymnastics, tutoring)	P
62	<i>Health Care and Social Services</i>	
621	Ambulatory health care services	P
622	Hospitals	S
6231	Nursing care facilities—Skilled nursing facilities	S
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	
623311	Continuing care retirement communities (with on-site nursing)	
623312	Assisted living facilities for the elderly (without on-site nursing)	
624	Social assistance	
6244	Child day care services (childcare centers)	P

6244	Child day care services (registered and/or licensed childcare home)	P
71	Arts, Entertainment and Recreation	
7111	Performing arts (i.e. theater companies, dinner theaters, dance companies, musical groups and artists)	P
7112	Spectator sports	
711320	Promoters of performing arts, sports, and similar events w/o facilities	P
712110	Museums (i.e. art galleries and wax museums)	P
712120	Historical Sites (i.e. state or local historical societies)	P
7131	Amusement parks and arcades	
7132	Gambling industries	
7139	Other amusement and recreation industries (i.e. game rooms, bowling)	P
713940	Fitness and recreational sports centers	P
713990	All other amusement and recreation activities (i.e. mini golf, billiards, escape rooms)	P
72	Accommodation and Food Services	
7211	Traveler accommodation	P
7212	RV (recreational vehicle) parks and recreational camps	
7213	Rooming houses and boardinghouses	
7223	Special food services	P
7224	Drinking places (more than 75% sales of alcoholic beverages)	P
7225	Restaurants and other eating places	P
81	Other Services (Except Public Administration)	
8111	Automotive repair and maintenance	
81112	Automotive body, paint, interior, and glass repair	
8112	Electronic and precision equipment repair and maintenance	
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)	
811430	Footwear and leather goods repair	P
8121	Personal care services	P
812220	Cemeteries	P
8123	Dry cleaning and laundry services	P
8129	Other personal services	P
8131	Religious organizations	
8132	Grantmaking and giving services	O
8133	Social advocacy organizations	O
8134	Civic and social organizations	O
8139	Business, professional, labor, political, and similar organizations	O
814	Private households	
92	Public Administration (City Services)	

Friendswood City Center PUD

921	Executive, legislative, and other general government support	P
922	Justice, public order, and safety activities	P
92214	Correctional institutions	
923	Administration of human resource programs	P
924	Administration of environment quality programs	P
925	Administration of housing programs, urban planning, and community development	P
926	Administration of economic programs	P
927	Space research and technology	P
928	National security and international affairs	P

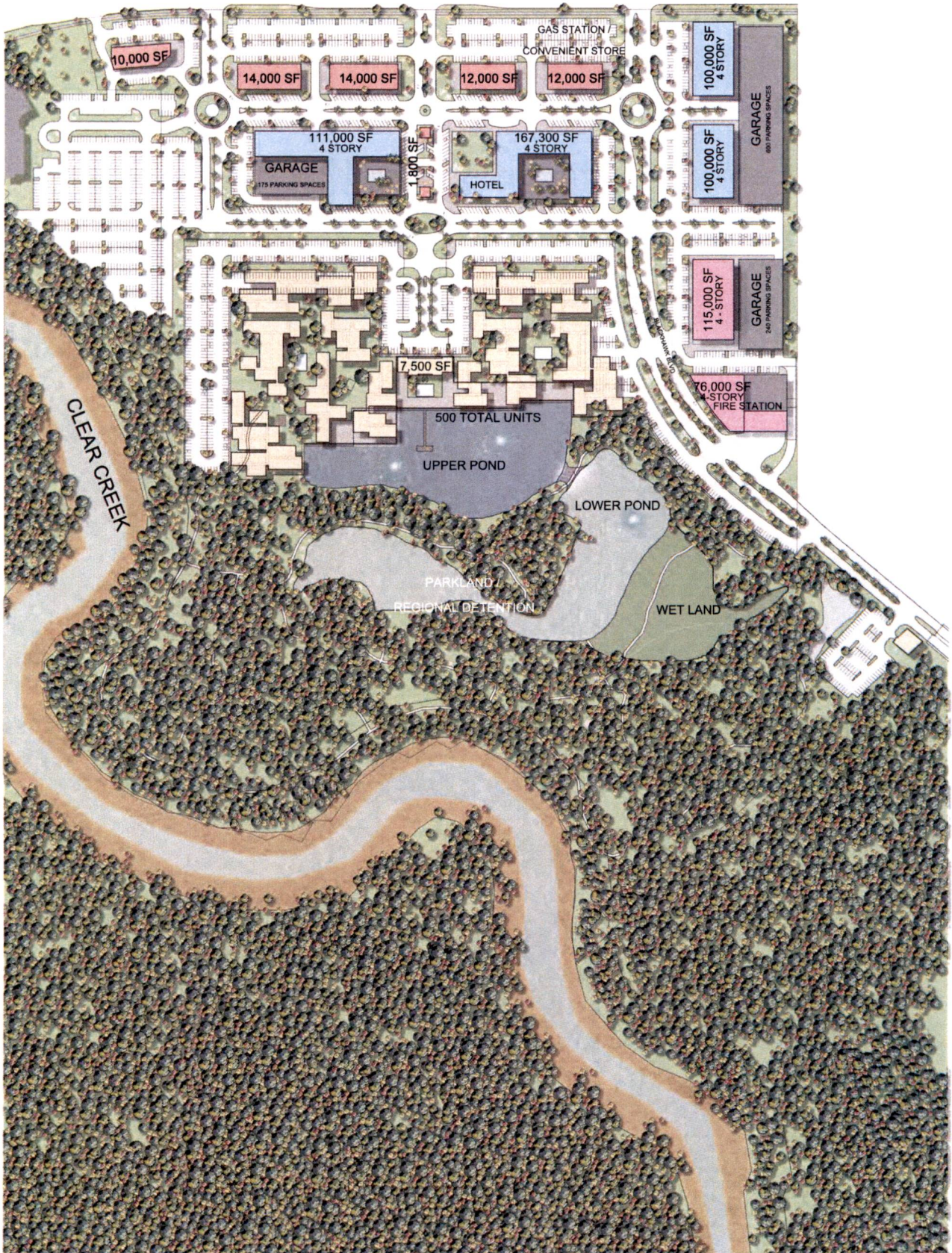
(a) Legend:

1. P: Permitted.
2. S: Special use permit required.
3. O: Office use only.
4. Blank: Not permitted.

- (b) Notwithstanding the permitted uses depicted in this table, which are intended to address uses not otherwise regulated or restricted by federal, state, or related law for protected specific uses, it is the intention of the PUD to fully comply with all such legal requirements. Any applicant who is relying upon any such specific rules or regulations not otherwise addressed in this table shall provide the relevant provisions to the city for review.

- RETAIL | 63,800 SF
- OFFICE | 191,000 SF
- MIXED USE | 478,300 SF
- GARAGE | 1,215 PARKING SPACES
- APARTMENTS | 500 UNITS

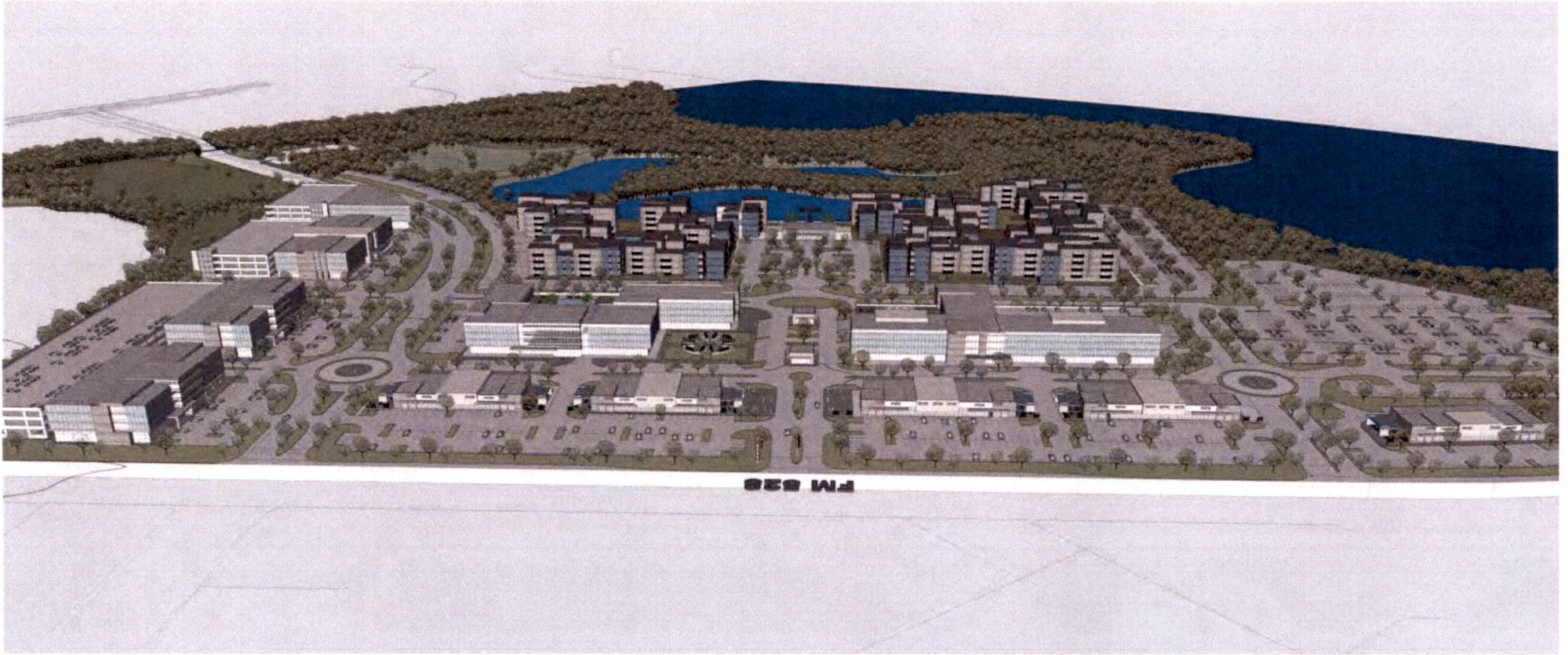
FM 528



528 Site Calculations

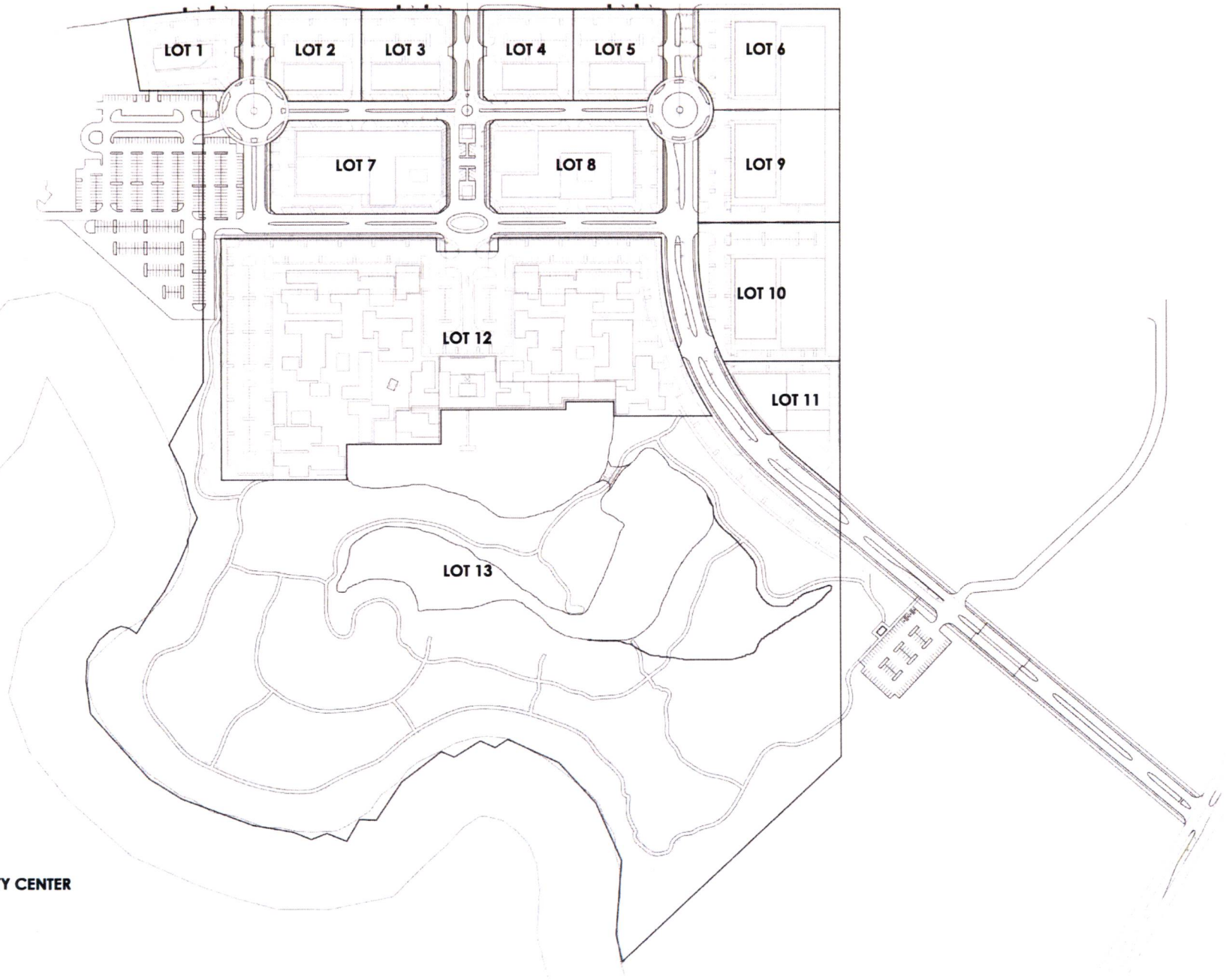
	Qty	% of Site		Qty	% of Site	
Lot 1	Total Site Area	69,715 SF	100%	Total Site Area	138,181 SF	100%
	Parking Lot & Drive Area	31,693 SF	45%	Parking Lot & Drive Area	56,006 SF	41%
	Other NonPervious Area	6,249 SF	9%	Other NonPervious Area	24,482 SF	18%
	Bldg SF	10,290 SF	15%	Bldg SF	40,380 SF	29%
	Green Space	21,483 SF	31%	Green Space	17,312 SF	13%
	Parking Spaces	74 Spaces		Parking Spaces	240 Spaces	
Lot 2	Total Site Area	69,066 SF	100%	Total Site Area	138,132 SF	100%
	Parking Lot & Drive Area	34,793 SF	50%	Parking Lot & Drive Area	26,821 SF	19%
	Other NonPervious Area	1,099 SF	2%	Other NonPervious Area	42,377 SF	31%
	Bldg SF	13,882 SF	20%	Bldg SF	40,128 SF	29%
	Green Space	13,292 SF	19%	Green Space	28,806 SF	21%
	Parking Spaces	102 Spaces		Parking Spaces	189 Spaces	
Lot 3	Total Site Area	71,083 SF	100%	Total Site Area	134,038 SF	100%
	Parking Lot & Drive Area	35,660 SF	50%	Parking Lot & Drive Area	77,884 SF	58%
	Other NonPervious Area	7,286 SF	10%	Other NonPervious Area	11,271 SF	8%
	Bldg SF	15,008 SF	21%	Bldg SF	25,800 SF	19%
	Green Space	13,129 SF	18%	Green Space	19,083 SF	14%
	Parking Spaces	108 Spaces		Parking Spaces	296 Spaces	
Lot 4	Total Site Area	70,283 SF	100%	Total Site Area	160,218 SF	100%
	Parking Lot & Drive Area	33,875 SF	48%	Parking Lot & Drive Area	88,420 SF	55%
	Other NonPervious Area	8,861 SF	13%	Other NonPervious Area	14,904 SF	9%
	Bldg SF	12,006 SF	17%	Bldg SF	28,200 SF	18%
	Green Space	15,541 SF	22%	Green Space	28,694 SF	18%
	Parking Spaces	101 Spaces		Parking Spaces	619 Spaces	
Lot 5	Total Site Area	68,747 SF	100%	Total Site Area	76,843 SF	100%
	Parking Lot & Drive Area	33,625 SF	49%	Parking Lot & Drive Area	46,874 SF	61%
	Other NonPervious Area	8,412 SF	12%	Other NonPervious Area	3,221 SF	4%
	Bldg SF	11,999 SF	17%	Bldg SF	17,918 SF	23%
	Green Space	14,711 SF	21%	Green Space	8,830 SF	11%
	Parking Spaces	97 Spaces		Parking Spaces	305 Spaces	
Lot 6	Total Site Area	119,660 SF	100%	Total Site Area	765,801 SF	100%
	Parking Lot & Drive Area	56,297 SF	47%	Parking Lot & Drive Area	287,440 SF	38%
	Other NonPervious Area	6,947 SF	6%	Other NonPervious Area	44,204 SF	6%
	Bldg SF	25,800 SF	22%	Bldg SF	175,895 SF	23%
	Green Space	30,616 SF	26%	Green Space	258,262 SF	34%
	Parking Spaces	296 Spaces		Parking Spaces	780 Spaces	
Public	Total Site Area	2,756,133 SF	n/a	Total Site Area	2,251,203 SF	100%
	Parking Lot & Drive Area	n/a	n/a	Parking Lot & Drive Area	n/a	n/a
	Other NonPervious Area	n/a	n/a	Other NonPervious Area	n/a	n/a
	Bldg SF	n/a	n/a	Bldg SF	n/a	n/a
	Green Space	n/a	n/a	Green Space	n/a	n/a
	Parking Space	325 Spaces	n/a	Parking Spaces		
Total Site Calculations						
Total Site Area	4,637,900 SF	100%				
Parking Lot & Drive Area	809,388 SF	17%				
Other NonPervious Area	179,313 SF	4%				
Bldg SF	417,306 SF	9%				
Green Space	469,759 SF	10%				
Parking Spaces	3,532 Spaces					





PM 828

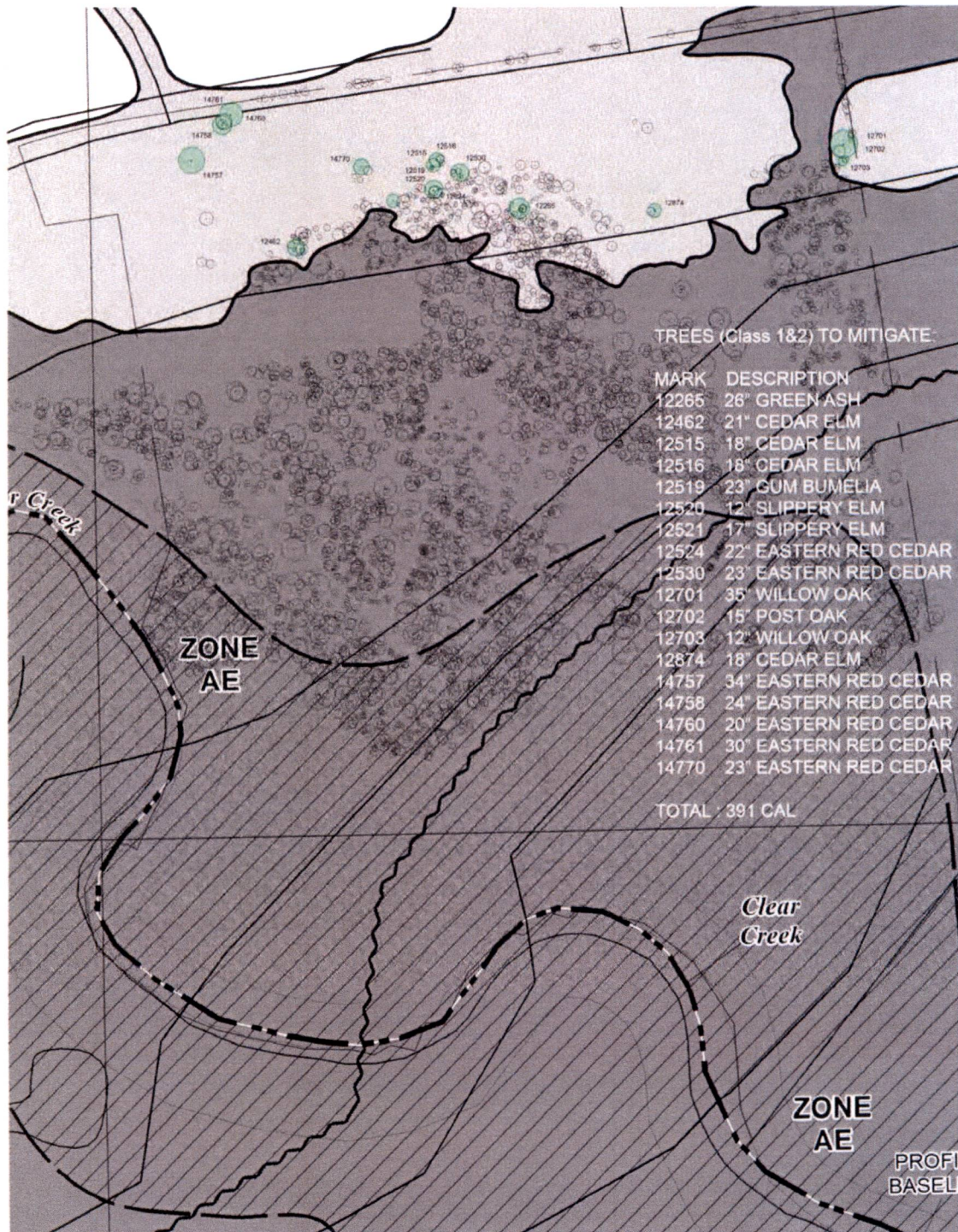




FRIENDSWOOD CITY CENTER
SITE PLAN | LOTS

Exhibit B | TREE MITIGATION PLAN

Class 1 and Class 2 Trees to be Mitigated with New On-Site Street Trees of Class 1 & 2 as Follows: 12-24 inch Cal to be replaced with 266 inch cal at 100% = 266 inch cal.
24.1-36 inch Cal to be replaced with 125 inch cal at 150% = 187.5 inch cal.
No trees greater than 36 inch Cal.



Friendswood City Center PUD

Exhibit C | Mixed Use Parking Calculations

Class	Use	Parking Required	Weekday		Weekday		Weekend		Weekend		
			Midnight to 7AM	7AM to 5PM	5PM to 9PM	9PM to Midnight	Midnight to 7AM	7AM to 5PM	5PM to 9PM	9PM to Midnight	
1	Office	772	38.6	772	231.6	38.6	0	77.2	0	0	
	Financial Facility	0	0	0	0	0	0	0	0	0	
2	Apartment	996	996	249	498	946.2	996	647.4	498	846.6	
	Hotel	255	255	25.5	127.5	216.75	255	25.5	127.5	191.25	
3	Clinic (Medical Complex)	450	22.5	450	225	22.5	0	45	0	0	
	Clinic (Medical or Dental)	0	0	0	0	0	0	0	0	0	
	Veterinary Clinic	0	0	0	0	0	0	0	0	0	
4	Industrial/Warehouse/ Manufacturing	0	0	0	0	0	0	0	0	0	
5	Church	0	0	0	0	0	0	0	0	0	
	Day Care	0	0	0	0	0	0	0	0	0	
	School	0	0	0	0	0	0	0	0	0	
	Library	0	0	0	0	0	0	0	0	0	
	Art Gallery	0	0	0	0	0	0	0	0	0	
6	Movie Theater	0	0	0	0	0	0	0	0	0	
	Bowling Alley	0	0	0	0	0	0	0	0	0	
	Gym/Health Spa	0	0	0	0	0	0	0	0	0	
7	Dessert Shop	0	0	0	0	0	0	0	0	0	
	Small Restaurant	507	50.7	253.5	380.25	202.8	76.05	380.25	507	253.5	
	Neighborhood Restaurant	0	0	0	0	0	0	0	0	0	
	Restaurant	250	25	125	187.5	100	37.5	187.5	250	125	
	Tavern	0	0	0	0	0	0	0	0	0	
	Small Bar	0	0	0	0	0	0	0	0	0	
	Bar, club or lounge	0	0	0	0	0	0	0	0	0	
8	Retail (excluding shopping center)	626	31.3	313	469.5	62.6	31.3	626	469.5	62.6	
9	Auto Parts and Supply Store	0	0	0	0	0	0	0	0	0	
	All Others	0	0	0	0	0	0	0	0	0	
Total			3856	1419.1	2188	2119.35	1589.45	1395.85	1988.85	1852	1478.95
			2188								
Put 1 if this qualifies as a historic building			0		0						
Total Reduction					0						
PARKING SPACES REQUIRED:			2188								

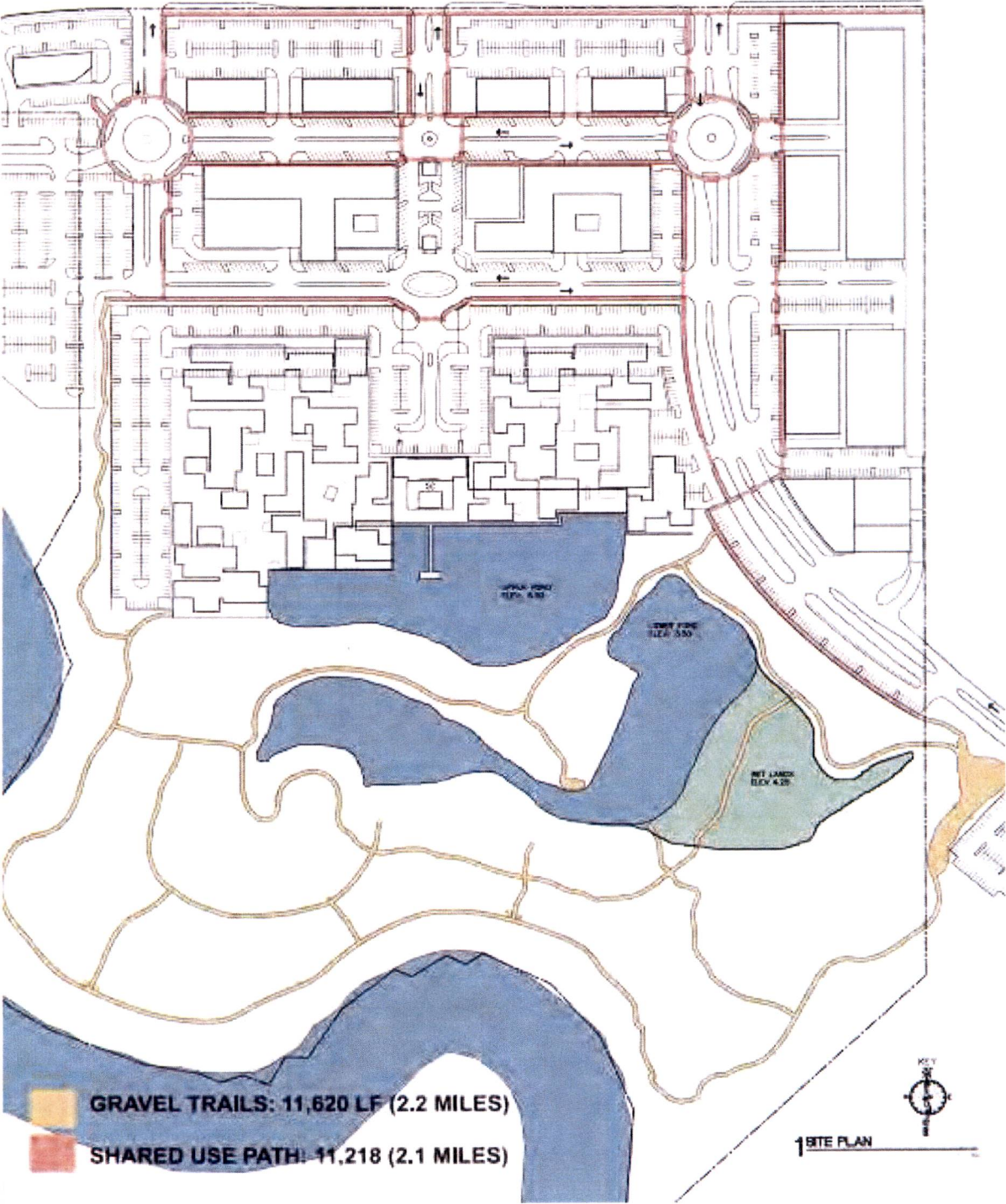
Proposed Parking on Site: 3600 Spaces

Friendswood City Center PUD

Parking Calculations per Use based on City of Friendswood Appendix C Parking Group Table:

	RATIO/K AREA	6.0 RETAIL	10.0 REST	3.8 OFF<25	3.4 OFF 25-100	2.8 OFF>100	15.0 BAR	4.5 MED COMF	0.4 CHURCH	1.5 HOTEL	1.3 Hotel	1.5 Apt 1B	1.8 Apt 2B	2.0 Apt 3B
LOT1	10,290	5808	4482											
LOT2	13,882	9009	4873											
LOT3	15,006	5713	5293											
LOT4	12,006	6791	5215											
LOT5	12,000	6000	9576											
LOT6	100,000	38000	12000		50000									
LOT7	120,000	15000	5500		35000							45	45	
LOT8	120									120				
LOT9	100,000	18000	12000		70000									
LOT10	112,800		12800					100000						
LOT11	72,000				72000									
LOT12	500 Apts											175	250	75
Totals per Use		626	757	0	772	0	0	450	0	255	0	330	516	150

Exhibit D | Project Trails



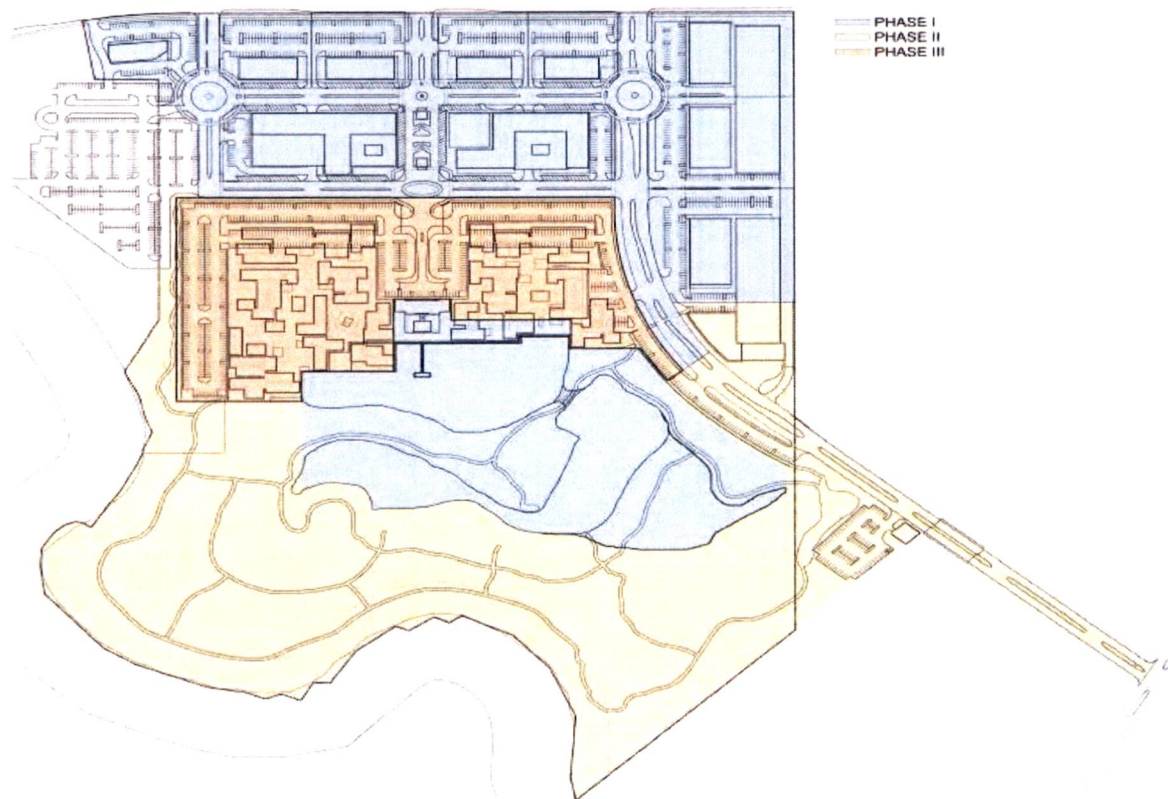


Mount Accent lighting in trees
above Flood Plain Elevation

Bike Trail

10-0 Wide x 5 Deep
Decomposed Granite
8 x 16 Concrete Edge Curb

Exhibit E | Project Phases



- Phase I: Excavation of Pond/Detention Area
Construction of Main Road Corridor and Underground Infrastructure
Construction of Lots 1-10 to Begin
- Phase II: Extension of Blackhawk Road
Construction of Fire Station and Lot 11
Construction of Public Park
- Phase III: Phase III Construction may fall at any time after completion of the Main Road Corridor and Underground Infrastructure

Exhibit F1 | Exterior Finishes

Exterior Finishes shall incorporate the use of building materials that provide for an aesthetically pleasing and consistent overall development, while recognizing the benefits of diversity. In that regard, the following building materials shall be permitted:

(a.) All exterior walls shall be at least sixty percent (60%) masonry, glass or metal. Masonry coverage calculation does not include doors, windows, window box-outs, or bay windows that do not extend to the foundation.

1. Stone material. Masonry construction using stone material may consist of granite, marble, limestone, slate, and other hard and durable naturally occurring all weather stone. Stone shall be cut and dimensioned stone with natural or machined finishes.
2. Brick material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specification for Facing Brick (Solid Masonry Unit Made of Clay or Shale), and shall be Severe Weather (SW) grade, and Type FBA or FBS or better.
3. Concrete masonry units. Concrete masonry units used for masonry construction shall meet the latest version of the following applicable specifications; ASTM C90, Standard Specification for Hollow Load Bearing Concrete Masonry Units; ASTM C145, Standard Specification for Solid Load Bearing Masonry Units; ASTM C129, Standard Specification for Hollow and Solid Nonload Bearing Units. Concrete masonry units are not acceptable as an exterior finish.
4. Architectural Concrete Panels. Smooth Prefinished Architectural concrete panel construction is acceptable and may be used as an exterior finish. Concrete Panels poured on site (including tilt-wall construction) may be used but is not acceptable as an exterior finish.
5. Stucco (exterior Portland cement plaster with three (3) coats over metal lath or wire fabric lath with acrylic top coat finish).
6. Cement fiberboard;
7. Architectural glass block (less than 25 percent reflectance).
8. Aluminum Composite Metal Exterior Cladding Panels (ACM). Composite dry joint wall panel rainscreen system with associated aluminum girts, panel splices, bases, head flashing, clips, shims and fasteners.
9. Solid Composite Architectural Panels. Composite dry joint wall panel rainscreen or blind fastened system with associated aluminum girts, panel splices, bases, head flashing, clips, shims and fasteners.

(b) Structures 20,000 square feet or less shall require a minimum of two (2) distinct building materials from the approved masonry list be utilized on all facades to provide architectural detail and interest.

(c) Structures over 20,000 square feet shall require a minimum of three (3) distinct building materials from the approved masonry list be utilized on all facades to provide architectural detail and interest.

(d) Secondary materials must cover a minimum of ten percent (10%) of the building facade on all sides.

(e) Roofing materials. Flat roof areas shall be a fifteen (15) year Class A, TDI Approved PVC or TPO membrane roofing system, mechanically or adhered fastened, with a minimum solar reflectance of 0.78 and a minimum thermal emittance of 0.87 (Energy Star). Sloped roof areas shall be standing seam metal finished to match the exterior window frame system and be less than twenty percent (20%) of the buildings total roof area.

(f) Prohibited materials. The following materials are prohibited:

1. Aluminum siding or cladding.
2. Corrugated, metal, plastic, or fiberglass panels.
3. Galvanized, aluminum coated, zinc aluminum coated or unpainted exterior metal except as permitted as architectural accent material.
4. Wood siding or plastic siding.
5. Synthetic stucco, Exterior Insulation and Finish System (EIFS), placed less than four (4) feet above grade.
6. Exposed aggregate.
7. Corten Steel Panels.

Exhibit F1 | Exterior Finishes

Contemporary Brick (examples of colors)

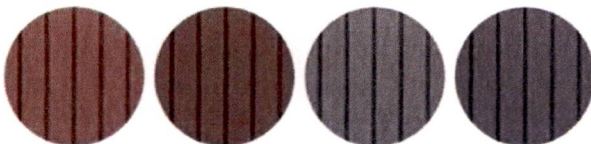


Cut Stone, split-faced or honed (examples of colors)



Wood Composite, (examples of colors)

Approved accent colors to be no more than 15% of building



Primary Paint Colors (examples)

Approved accent colors to be no more than 15% of building



Composite Metal Panels, (examples of colors)

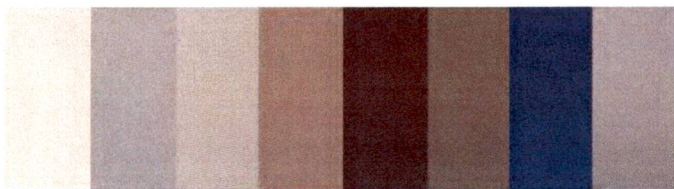
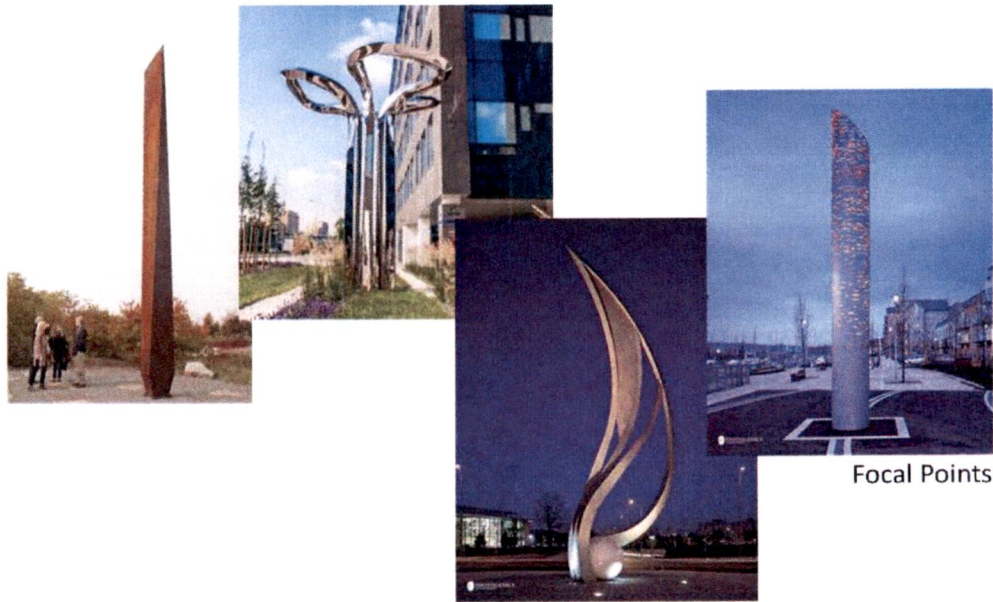


Exhibit F2 | Architecture Features and Schematic Design Concepts

Architecture



Focal Points

Exhibit F2 | Architecture Features and Schematic Design Concepts



Exhibit F2 | Architecture Features and Schematic Design Concepts

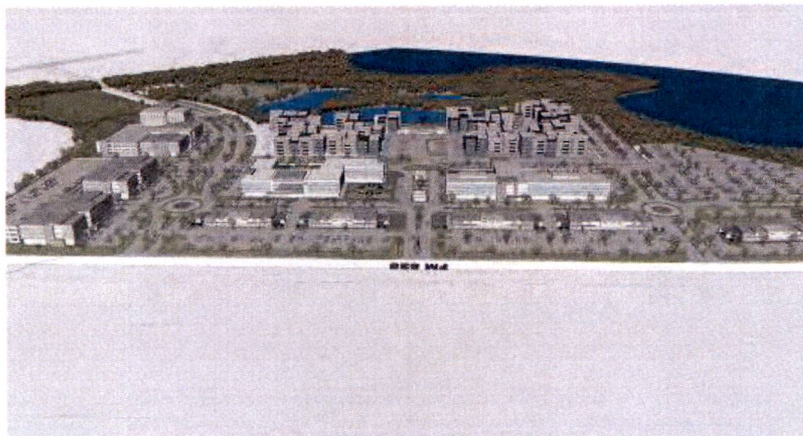
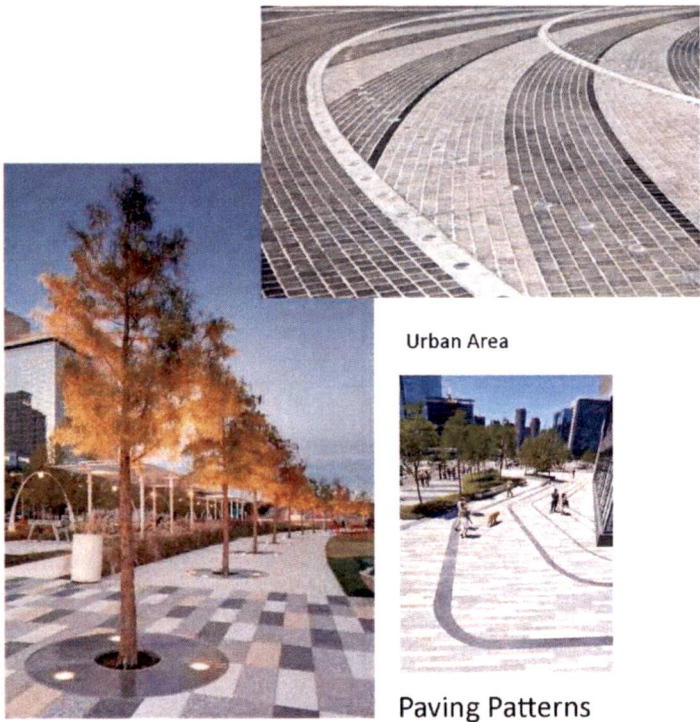


Exhibit F3 | Examples of Site Amenities



Trails



Water Stations



Exhibit F3 | Examples of Site Amenities

Benches

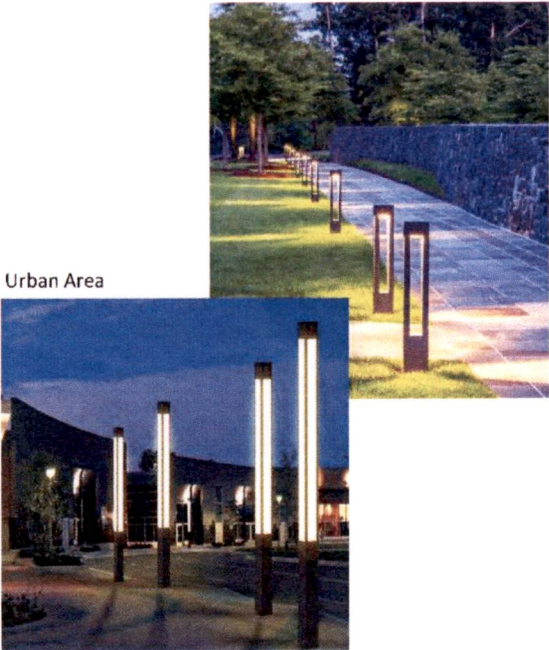


Urban Area

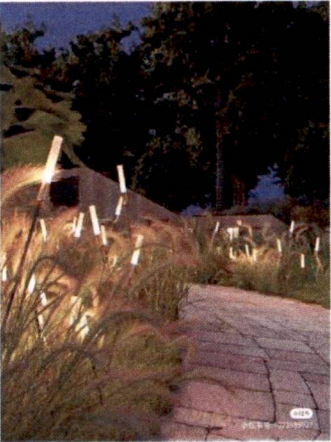


Trails

Lighting



Urban Area



Trails

EXHIBIT C

PUBLIC IMPROVEMENTS AND PROJECT COSTS

The Projects listed and their costs are estimates and final projects and costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.



**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
WITHIN CITY OF FRIENDSWOOD
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
12/14/2023**

CONSTRUCTION COST SUMMARY

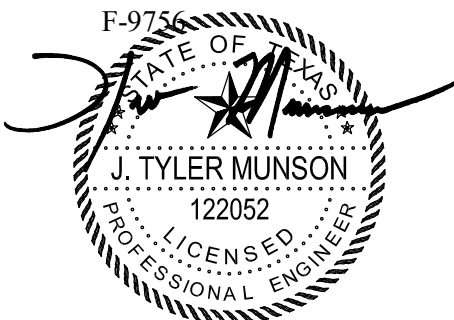
UNIT A: SITE PREPARATION	\$ 235,000
UNIT B: CLEARING, GRUBBING, & DEMOLITION	\$ 876,660
UNIT C: POLLUTION PREVENTION AND MISCELLANEOUS	\$ 102,750
UNIT D: EARTHWORK, PAVING & GRADING	\$ 13,931,727
UNIT E: WATER DISTRIBUTION SYSTEM	\$ 993,312
UNIT F: STORM DRAINAGE SYSTEM	\$ 4,845,663
UNIT G: DETENTION	\$ 6,880,375
UNIT H: SANITARY SEWER SYSTEM	\$ 1,227,454
UNIT I: SANITARY LIFT STATION	\$ 1,330,700
UNIT J: MISCELLANEOUS - LANDSCAPING	\$ 14,860,276
UNIT K: MISCELLANEOUS - CIVIL	\$ 6,583,184
CONSTR. CONTINGENCIES (10%)	\$ 5,186,710
ENGINEERING AND SURVEYING	\$ 1,774,145

TOTAL CONSTRUCTION COSTS	\$ 58,827,956
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Notes:

Approved By:

Tyler Munson
Managing Partner San Antonio
F-9756



12/14/2023 Firm #9756

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
WITHIN CITY OF FRIENDSWOOD
ENGINEER'S OPINION OF PROBABLE COST
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12/14/2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT A: SITE PREPARATION</u>					
1.	Mobilization	LS	1.00	\$ 200,000.00	\$ 200,000.00
2.	Construction Staking	LS	1.00	\$ 35,000.00	\$ 35,000.00
UNIT A SUB-TOTAL BID					<u>\$ 235,000.00</u>

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT B: CLEARING, GRUBBING, & DEMOLITION</u>					
1.	Light Clearing - Chip and Haul' (including but not limited to removal of trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per specification; stripping, stockpiling replacing topsoil; and maintaining positive drainage for the entire site)	AC	22.81	\$ 5,500.00	\$ 125,455.00
2.	Heavy Clearing - Chip and Haul' (including but not limited to removal of trees, stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per specification; stripping, stockpiling replacing topsoil; and maintaining positive drainage for the entire site)	AC	71.23	\$ 8,500.00	\$ 605,455.00
3.	3" Force Main Removal and Disposal, Complete in place	LF	1,400.00	\$ 25.00	\$ 35,000.00
4.	30" Force Main Removal and Disposal, Complete in place	LF	1,500.00	\$ 25.00	\$ 37,500.00
5.	12" Waterline Removal and Disposal, Complete in place	LF	2,930.00	\$ 25.00	\$ 73,250.00
UNIT B SUB-TOTAL BID					\$ 876,660.00

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT C: POLLUTION PREVENTION AND MISCELLANEOUS</u>					
1.	Reinforced Filter Fabric Fence	LF	15,000	\$ 1.65	\$ 24,750.00
2.	Inlet Protection, Stage One	EA	17	\$ 80.00	\$ 1,360.00
3.	Inlet Protection, Stage Two	EA	44	\$ 60.00	\$ 2,640.00
4.	Submit N.O.I.s & N.O.T.s, Review PPP, and posting of materials on job site.	LS	1	\$ 3,000.00	\$ 3,000.00
5.	Maintain and Repair RFFF	MO	12	\$ 3,000.00	\$ 36,000.00
6.	PPP Inspection and Reporting	MO	12	\$ 1,000.00	\$ 12,000.00
7.	Street Cleaning	HR	200	\$ 65.00	\$ 13,000.00
8.	Stabilized Construction Exit	EA	2	\$ 3,000.00	\$ 6,000.00
9.	Type II Filter Dam	EA	2	\$ 2,000.00	\$ 4,000.00
UNIT C SUB-TOTAL BID					\$ 102,750.00

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
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12/14/2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT D: EARTHWORK, PAVING & GRADING</u>					
1.	8" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	20,635	\$ 70.00	\$ 1,444,450.00
2.	7" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	33,844	\$ 65.00	\$ 2,199,860.00
3.	6" Reinforced Concrete Curb, Complete in place	LF	29,287	\$ 4.20	\$ 123,006.58
4.	8" Stabilized Subgrade, Complete in place	SY	55,544	\$ 3.60	\$ 199,958.40
5.	4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk), Complete in place	SY	6,655	\$ 40.00	\$ 266,200.00
6.	2" Bank Sand Bedding @95% SPD (Sidewalk), Complete in place	SY	6,655	\$ 2.00	\$ 13,310.00
7.	Detention Pond Excavation - Fill and Compaction Onsite, complete in place	CY	268,371	\$ 4.50	\$ 1,207,669.50
8.	Detention Pond Excavation - Fill Offsite, Complete in place	CY	442,014	\$ 17.00	\$ 7,514,238.00
9.	Utility Spoils - Fill Offsite,. Complete in place	CY	11,450	\$ 17.00	\$ 194,650.00
10.	Traffic/Street Name Sign, Complete in Place	EA	42	\$ 3,000.00	\$ 126,000.00
11.	Striping, Complete in Place	LS	6,700	\$ 1.55	\$ 10,385.00
12.	Wheelchair Ramps	EA	84	\$ 5,500.00	\$ 462,000.00
13.	Traffic Control - Bay Area Blvd	LS	1	\$ 45,000.00	\$ 45,000.00
14.	Traffic Control - FM 528	LS	1	\$ 125,000.00	\$ 125,000.00
UNIT D SUB-TOTAL BID					<u>\$13,931,727.48</u>

FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
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12/14/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT E: WATER DISTRIBUTION SYSTEM</u>					
1.	12" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	4,793	\$ 80.00	\$ 383,440.00
2.	10" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	197	\$ 55.00	\$ 10,835.00
3.	8" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	1,846	\$ 50.00	\$ 92,300.00
4.	1.5" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	86	\$ 30.00	\$ 2,580.00
4.	12" Jack and Bore, Complete in Place	LF	54	\$ 175.00	\$ 9,450.00
5.	12" Directional Bore, Complete in Place	LF	200	\$ 1,250.00	\$ 250,000.00
6.	12" Wet Connection, Complete in Place	EA	3	\$ 2,400.00	\$ 7,200.00
7.	10" Plug and Clamp, Complete in Place	EA	3	\$ 1,200.00	\$ 3,600.00
8.	8" Plug and Clamp, Complete in Place	EA	8	\$ 1,000.00	\$ 8,000.00
9.	1.5" Plug and Clamp, Complete in Place	EA	1	\$ 200.00	\$ 200.00
9.	1.5" Meter, Complete in Place	EA	1	\$ 5,000.00	\$ 5,000.00
10.	1.5" Double Check Backflow Preventor, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500.00
9.	Fire Hydrant incl. Valve and Tee, Complete in Place	EA	14	\$ 7,500.00	\$ 105,000.00
10.	12" Gate Valve & Box, Complete in Place	EA	15	\$ 3,700.00	\$ 55,500.00
11.	10" Gate Valve & Box, Complete in Place	EA	5	\$ 3,000.00	\$ 15,000.00
12.	8" Gate Valve & Box, Complete in Place	EA	15	\$ 2,100.00	\$ 31,500.00
13.	1.5" Gate Valve & Box, Complete in Place	EA	1	\$ 572.00	\$ 572.00
14.	OSHA Trench Safety System	LF	7,090	\$ 1.50	\$ 10,635.00
UNIT E SUB-TOTAL BID					<u>\$ 993,312.00</u>

FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT F: STORM DRAINAGE SYSTEM</u>					
1.	24" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	5,609	\$ 115.00	\$ 645,035.00
2.	30" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	831	\$ 145.00	\$ 120,495.00
3.	36" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	1,097	\$ 200.00	\$ 219,400.00
4.	42" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	369	\$ 285.00	\$ 105,165.00
5.	48" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	367	\$ 320.00	\$ 117,440.00
6.	48" CMP (All Cuts), Complete in Place	LF	276	\$ 320.00	\$ 88,320.00
7.	60" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	395	\$ 500.00	\$ 197,500.00
8.	72" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	690	\$ 730.00	\$ 503,700.00
9.	84" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	1,029	\$ 1,100.00	\$ 1,131,900.00
10.	6'x6' Reinforced Concrete Box, C1433 (All Cuts), Complete in Place	LF	772	\$ 1,250.00	\$ 965,000.00
11.	Trench Dewatering	LF	2,073	\$ 35.00	\$ 72,555.00
12.	Type "A" Inlet, Complete in Place	EA	14	\$ 5,500.00	\$ 77,000.00
13.	Type "B-B" Inlet, Complete in Place	EA	42	\$ 4,500.00	\$ 189,000.00
14.	Type "C" Manhole (42" and smaller), Complete in Place	EA	39	\$ 4,500.00	\$ 175,500.00
15.	Type "C" Manhole (42" and smaller) w/ Ty."A" Inlet, Complete in Place	EA	1	\$ 7,500.00	\$ 7,500.00
16.	Type "C" Manhole (48"-72"), Complete in Place	EA	12	\$ 9,000.00	\$ 108,000.00
17.	Type "C" Manhole (84" and Larger), Complete in Place	EA	7	\$ 15,000.00	\$ 105,000.00
18.	OSHA Trench Safety System	LF	11,435	\$ 1.50	\$ 17,152.50
UNIT F SUB-TOTAL BID					<u>\$ 4,845,662.50</u>

FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT G: DETENTION</u>					
1.	Backslope Interceptor 10'x10' w/ 24" GCMP (per HCFCF Standards), Complete in Place	EA	8	\$ 14,500.00	\$ 116,000.00
2.	Backslope Swale, Complete in Place	LF	4,000	\$ 5.50	\$ 22,000.00
3.	Stabilization Utilizing Flexterra High Performance Flexible Growth Medium (HP-fgm) w/ 1 Inch within the first 6 Weeks. All Seeds to Have 95% Germination or Higher	AC	15	\$ 3,500.00	\$ 50,750.00
4.	Stabilization Utilizing Standard Hydromulch w/ 1 Inch of Growth Within the first 6 Weeks. All Seeds to Have 95%	AC	8	\$ 3,000.00	\$ 24,000.00
5.	Dewatering	LS	1	\$ 500,000.00	\$ 500,000.00
6.	Reinforced Concrete Slope Paving (5" thick per HCFCF Standards), Complete in Place	SY	1,780	\$ 100.00	\$ 178,000.00
7.	Riprap - Gradation No. 1 (18" thick per HCFCF Standards), Complete in Place	SY	225	\$ 65.00	\$ 14,625.00
8.	Floatable Collection Screen Structure (Per HCFCF Standards), Complete in Place	LS	1	\$ 75,000.00	\$ 75,000.00
9.	Sheet Piling (20 Tall from Top of Bank to Bottom of Pond), Complete in Place	LF	1,400	\$ 3,000.00	\$ 4,200,000.00
10.	4' Retaining Wall Cast In Place, Complete in Place	LF	2,800	\$ 500.00	\$ 1,400,000.00
11.	8' Retaining Wall Cast In Place, Complete in Place	LF	300	\$ 1,000.00	\$ 300,000.00
UNIT G SUB-TOTAL BID					<u>\$ 6,880,375.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT H: SANITARY SEWER SYSTEM</u>					
1.	12" SDR 26 PVC Sewer (8' - 12' depth), Complete in Place	LF	1,369	\$ 85.00	\$ 116,365.00
2.	12" SDR 26 PVC Sewer (12' - 16' depth), Complete in Place	LF	745	\$ 100.00	\$ 74,500.00
3.	12" SDR 26 PVC Sewer (16' - 20' depth), Complete in Place	LF	0	\$ 125.00	\$ -
4.	8" SDR 26 PVC Sewer (8' - 12' depth), Complete in Place	LF	1,189	\$ 50.00	\$ 59,450.00
5.	8" SDR 26 PVC Sewer (12' - 16' depth), Complete in Place	LF	640	\$ 65.00	\$ 41,600.00
6.	Precast Concrete Manhole, Complete in Place	EA	7	\$ 6,000.00	\$ 42,000.00
7.	Extra Depth for Standard MH 8' - 12' Depth	VF	47	\$ 275.00	\$ 12,925.00
8.	Extra Depth for Standard MH Over 12' Depth	VF	9	\$ 300.00	\$ 2,700.00
9.	8" Sanitary Sewer Plug, Complete in Place	EA	10	\$ 1,000.00	\$ 10,000.00
10.	Trench Dewatering	LF	1,354	\$ 35.00	\$ 47,390.00
11.	28" Force Main, Complete in Place	LF	1,658	\$ 170.00	\$ 281,860.00
12.	6" Force Main, Complete in Place	LF	926	\$ 45.00	\$ 41,670.00
13.	3" Force Main, Complete in Place	LF	1,359	\$ 35.00	\$ 47,565.00
14.	6" Force Main Directional Bore, Complete in Place	LF	200	\$ 1,250.00	\$ 250,000.00
15.	3" Force Main Directional Bore, Complete in Place	LF	200	\$ 750.00	\$ 150,000.00
16.	Air Release Valve for 30", Complete in Place	EA	0	\$ 4,500.00	\$ -
17.	Air Release Valve for 6", Complete in Place	EA	1	\$ 4,000.00	\$ 4,000.00
18.	Air Release Valve for 3", Complete in Place	EA	2	\$ 3,500.00	\$ 7,000.00
18.	30" Force Main Connection to Ex. 30" FM, Complete in Place	EA	2	\$ 10,500.00	\$ 21,000.00
19.	6" Force Main Tie Into Existing MH, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500.00
20.	3" Force Main Tie Into Existing MH, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500.00
19.	OSHA Trench Safety System	LF	8,286	\$ 1.50	\$ 12,429.00
UNIT H SUB-TOTAL BID					<u>\$1,227,454.00</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
WITHIN CITY OF FRIENDSWOOD
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
12/14/2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT I: SANITARY LIFT STATION</u>					
1.	Lift Station, Complete in Place	LS	1	<u>\$1,250,000.00</u>	<u>\$1,250,000.00</u>
2.	6" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	370	<u>\$60.00</u>	<u>\$22,200.00</u>
3.	12' Wide 6' Chain Link Gate w/ 2' ft of barbed wire, Complete in place	EA	1	<u>\$5,000.00</u>	<u>\$5,000.00</u>
4.	6' Chain Link Fence w/ 2' ft of barbed wire, Complete in place	LF	214	<u>\$250.00</u>	<u>\$53,500.00</u>
UNIT I SUB-TOTAL BID					<u><u>\$1,330,700.00</u></u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
WITHIN CITY OF FRIENDSWOOD
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
12/14/2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT J: MISCELLANEOUS - LANDSCAPING</u>					
1.	Bath House *	SF	650	\$435.00	\$282,750.00
2.	Site Utilities ROW *	EA	16	\$850.00	\$13,600.00
3.	Benches/ Admen *	EA	45	\$1,650.00	\$74,250.00
4.	Landscape ROW *	EA	1	\$2,450,000.00	\$2,450,000.00
5.	Pavers *	SF	35,600	\$15.00	\$534,000.00
6.	Fire Station *	LS	1	\$8,300,000.00	\$8,300,000.00
7.	Decomposed Granite *	CF	80,903	\$5.88	\$475,706.70
8.	Concrete Edge Band *	CF	32,361	\$8.52	\$289,451.17
9.	Limestone Benches *	LF	56	\$1,200.00	\$67,200.00
10.	Landscape *	EA	12,000	\$50.00	\$600,000.00
11.	Solar Lighting *	EA	65	\$3,450.00	\$224,250.00
12.	General Conditions *	EA	1	\$465,360.19	\$465,360.19
13.	Builder Risk Insurance *	EA	1	\$188,470.88	\$188,470.88
14.	Liability Insurance *	EA	1	\$125,647.25	\$125,647.25
15.	Sales Tax *	EA	1	\$518,294.91	\$518,294.91
16.	Profit *	EA	1	\$251,294.50	\$251,294.50
UNIT J SUB-TOTAL BID					<u>\$ 14,860,276</u>

* LANDSCAPING, PARK, AND AMMENITY ESTIMATES ON THIS
ENGINEER'S OPINION OF PROBABLE COST WERE PROVIDED BY
DIAMOND DEVELOPMENT GROUP.

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
WITHIN CITY OF FRIENDSWOOD
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
12/14/2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT K: MISCELLANEOUS - CIVIL</u>					
1.	Blackhawk Intersection Improvements, Complete in place	LS	1	\$ 500,000.00	\$ 500,000.00
2.	Townes Road Intersection Improvements, Complete in place	LS	1	\$ 400,000.00	\$ 400,000.00
3.	Left Turn Lane Southbound at Townes Rd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000.00
4.	Left Turn Lane Southbound at Blackhawk Blvd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000.00
5.	Left Turn Lane NorthEastbound at Bay Area Blvd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000.00
6.	Bridge Westbound (2 lanes) on Blackhawk from Station 27+42.67 to 25+70, Complete in place	LS	1	\$ 1,200,000.00	\$ 1,200,000.00
7.	Bridge Eastbound (2 lanes) on Blackhawk from Station 25+72.33 to 27+37.33, Complete in place	LS	1	\$ 1,200,000.00	\$ 1,200,000.00
8.	Street Lights w/ foundation, Complete in Place	EA	30	\$ 20,000.00	\$600,000.00
9.	Underground Duct Bank	LF	4,300	\$ 400.00	\$1,720,000.00
10.	Private Road 6" 3,500 PSI Reinforced Concrete Pavement, Complete in place	SY	3,950	\$ 55.00	\$217,250.00
11.	Private Road 6" Reinforced Concrete Curb, Complete in place	LF	2,269	\$ 4.20	\$9,529.80
12.	Private Road 8" Stabilized Subgrade, Complete in place	SY	4,215	\$ 3.60	\$15,174.00
13.	Private Road 4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk) , Complete in place	SY	244	\$ 40.00	\$9,760.00
14.	Private Road 12" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	321	\$ 80.00	\$25,680.00
15.	Private Road 15" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	416	\$ 100.00	\$41,600.00
16.	Private Road 30" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	222	\$ 145.00	\$32,190.00
17.	Private Road 36" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	85	\$ 200.00	\$17,000.00
18.	Private Road Type "C" Manhole (42" and smaller) w/ Ty."A" Inlet, Complete in Place	EA	6	\$ 7,500.00	\$45,000.00
19.	Private Road Street Lights w/ foundation, Complete in Place	EA	5	\$ 20,000.00	\$100,000.00
UNIT K SUB-TOTAL BID					<u>\$ 6,583,184</u>

**FRIENDSWOOD CITY CENTER - PUBLIC INFRASTRUCTURE
WITHIN CITY OF FRIENDSWOOD
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
12/14/2023**

ENGINEERING FEES SUMMARY

<u>BASIC SERVICES</u>	Amount
Engineering and Surveying through Change Order No. 3	<u>\$ 1,686,350.00</u>
Geotechnical Engineering	<u>\$ 73,441.00</u>
Surveying by Bondary 1	<u>\$ 14,354.20</u>
TOTAL ENGINEERING FEES	<u>\$ 1,774,145.20</u>

EXHIBIT D

CONCEPT PLAN

- RETAIL | 62,000 SF
- OFFICE | 191,000 SF
- MIXED USE | 478,300 SF
- GARAGE | 1,215 PARKING SPACES
- APARTMENTS | 500 UNITS

FM 528

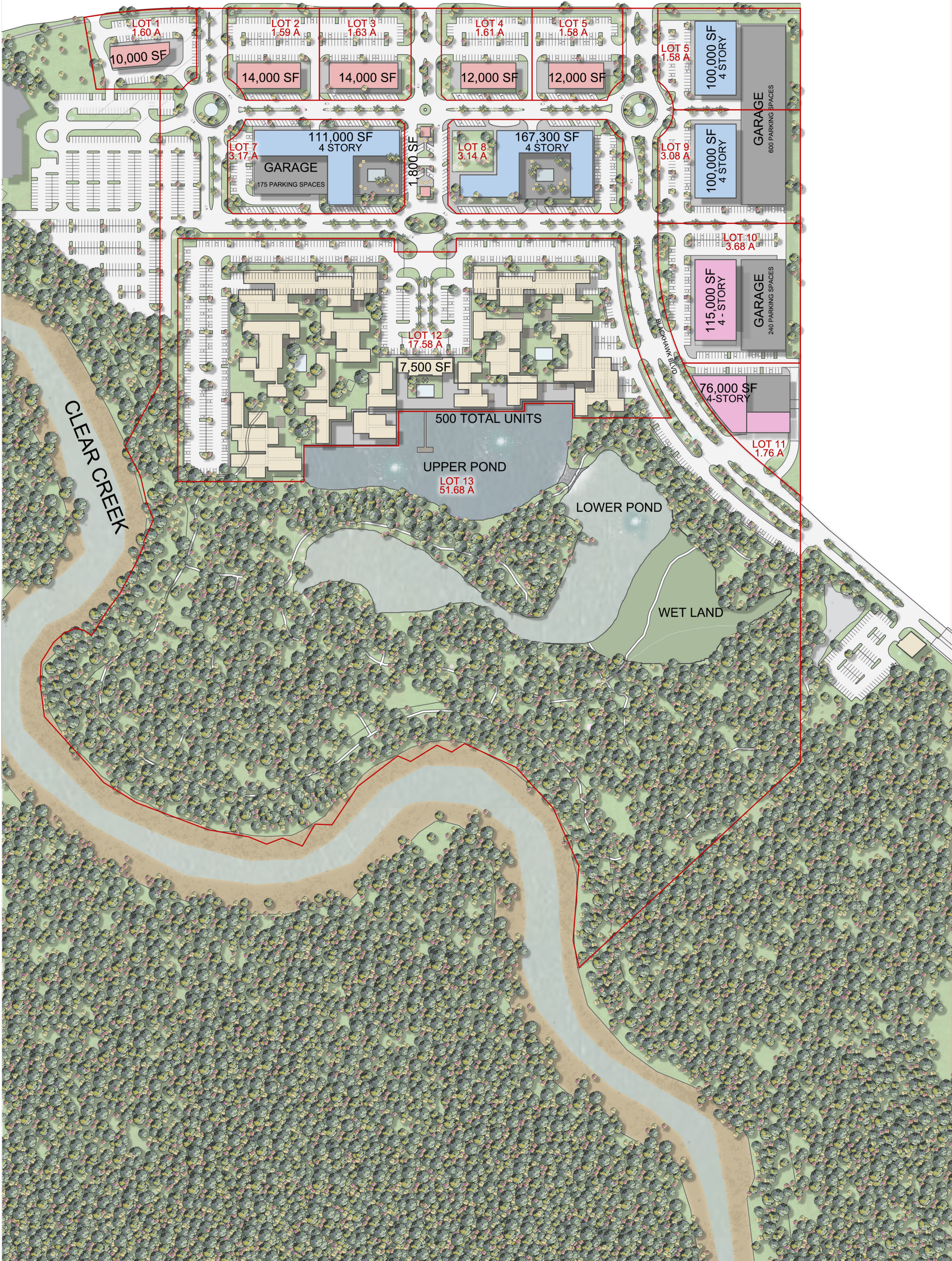


EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, an _____, as the landowner (the “Landowner”) who collectively hold record title to all property located within the [Friendswood City Center Public Improvement District] (the “PID”) created by the City of Friendswood. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 20__, including the Service and Assessment Plan and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

Landowner hereby declares and confirms that the Landowner holds record title to all property in the PID which is subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 20__.

_____, LLC,
an _____

By:

By:

By: _____
Name: _____
Its _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
20__ by _____, as, an _____ limited liability company on behalf of said
company.

Notary Public, State of Texas

EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of Friendswood, Texas, Special Assessment Revenue Bonds, Series 20__ (Friendswood City Center Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, LLC an _____ limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

from _____, N.A., (the “Trustee”), in the amount of _____ (\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Friendswood City Center Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the _____ Public Improvement District and has no outstanding delinquencies for such Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are “bills paid” affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,
LLC, an _____ limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
\$ _____	\$ _____

CITY OF FRIENDSWOOD, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, LP, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the Friendswood City Center Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, LLC, an _____ limited liability company

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
\$ _____	\$ _____

CITY OF FRIENDSWOOD, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

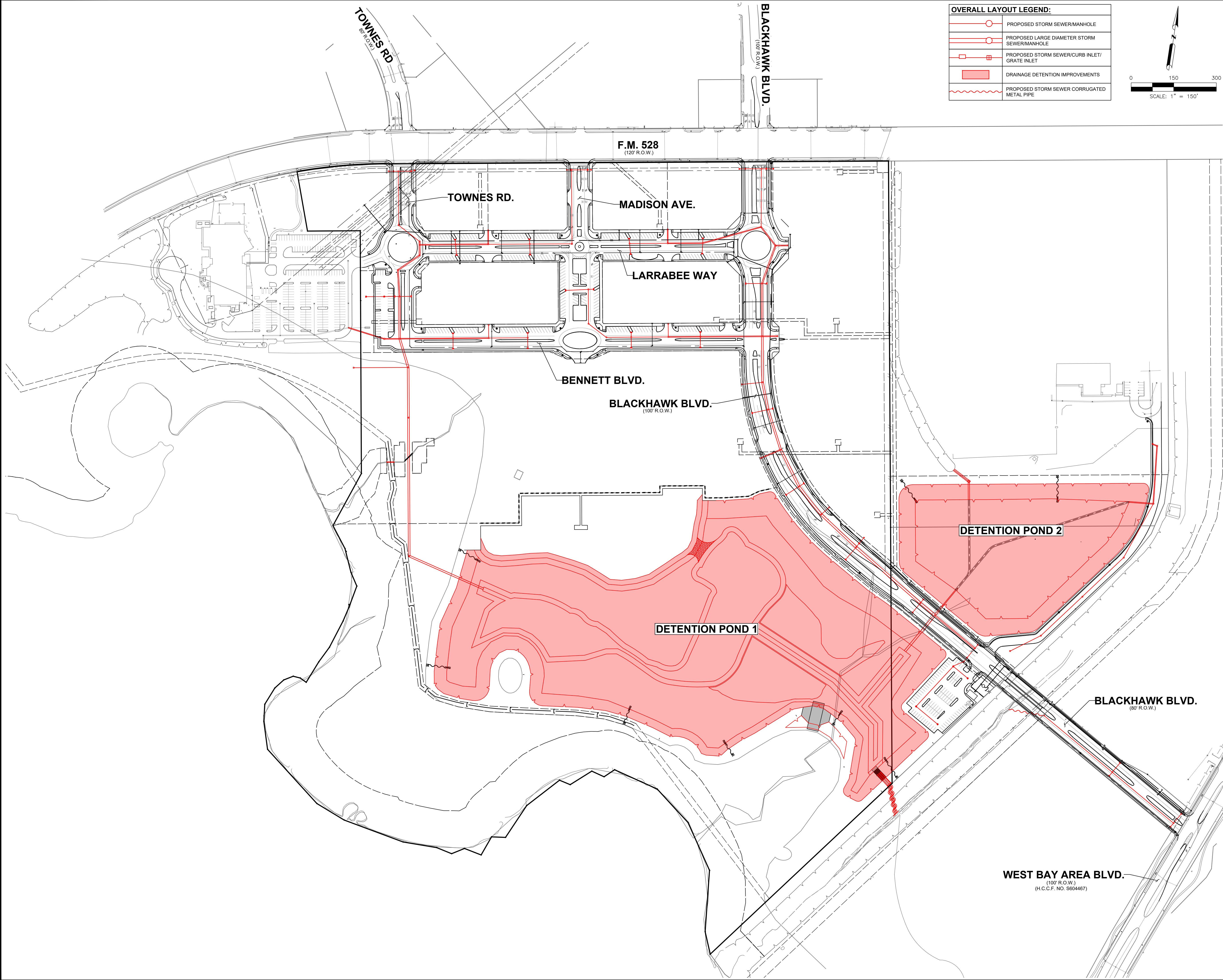
DISCLOSURE PROGRAM

The Developer perform the following with respect to disclosure to buyers of residential property in the PID and if lots are sold to third-party builders, shall require in its contracts with such builders within the PID that the builders provide notice to prospective purchasers in accordance with the following minimum requirements:

2. Attach the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each purchaser's contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places within the Development.
7. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

EXHIBIT I

DRAINAGE IMPROVEMENTS



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

René Ibarra, CFM, CPM
Director of Public Works

NOTE:
This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2022

BENCHMARKS:

BENCHMARK PUBLISHED ELEVATION: -23.89'
ALL ELEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010090, FROM I-45 AT FM 528 TRAVEL +4 MILES WEST ON FM 528 TO CLEAR CREEK BRIDGE MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND +/- 50' NORTH OF O.E.M. GAUGING STATION. (NAVD88, 2001 ADJ.)

TEMPORARY BENCHMARK "A" ELEVATION: -20.05'
SET OUT BOX ON STORM INLET, LOCATED ON THE SOUTH LINE OF FM 528, +/- 2,040 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF BAY AREA BLVD.

TEMPORARY BENCHMARK "B" ELEVATION: -20.73'
SET OUT BOX ON STORM INLET, LOCATED ON THE SOUTH LINE OF FM 528, +/- 805 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, THENCE +/- 40 FEET SOUTHEAST TO TBM.

FLOOD PLAIN NOTE:

THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE AE-FLOODWAY, PARTIALLY WITHIN ZONE "AE" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN CHANCE), PARTIALLY WITHIN SHADED ZONE "X" AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN (0.2% ANNUAL FLOODPLAIN CHANCE) AS DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48167C00185 MAP REVISED AUGUST 15, 2019.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRMEETTE MAP N INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.9 FT TO 21.2 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

WGA
CONSULTING ENGINEERS

WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
909 NE Loop 410, Suite 107
San Antonio, Texas 78209
210.585.3700

FRIENDSWOOD CITY CENTER

**OVERALL STORM WATER
AND DRAINAGE AREA**

SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

SHEET
C1

EXHIBIT J
FORM OF DRAINAGE PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain development agreement between _____ (the “Developer”) and the City, (the “Development Agreement”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Development Agreement. The Developer requests payment to the Developer (or to the person designated by the Developer) from the City for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Drainage Improvements within the Friendswood City Center Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Drainage Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Drainage Improvements below is a true and accurate representation of the Drainage Improvements associated with the creation, acquisition, or construction of said Drainage Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Development Agreement and/or the TIRZ Project and Financing Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement and the TIRZ Project and Financing Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the City Center Public Improvement District and has no outstanding delinquencies for such taxes or Assessments.
6. All conditions set forth in the Development Agreement and TIRZ Project and Financing Plan for the payment hereby requested have been satisfied.

7. The work with respect to Drainage Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Drainage Improvements (or its completed segment).
8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Drainage Improvement	Total Cost Drainage Improvement	Budgeted Cost of Drainage Improvement	Amount requested be paid

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are “bills paid” affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Drainage Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- e. X amount to Person or Account Y for Z goods or services.
- f. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,
LLC, an _____ limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, or TIRZ Project and Financing Plan, or any other agreement between the parties or that there is a defect in the Drainage Improvements.

Amount of Payment Certificate Request	Amount to be Paid from Drainage Bond Proceeds	Amount to be paid from TIRZ Revenues
\$ _____	\$ _____	\$ _____

CITY OF FRIENDSWOOD, TEXAS

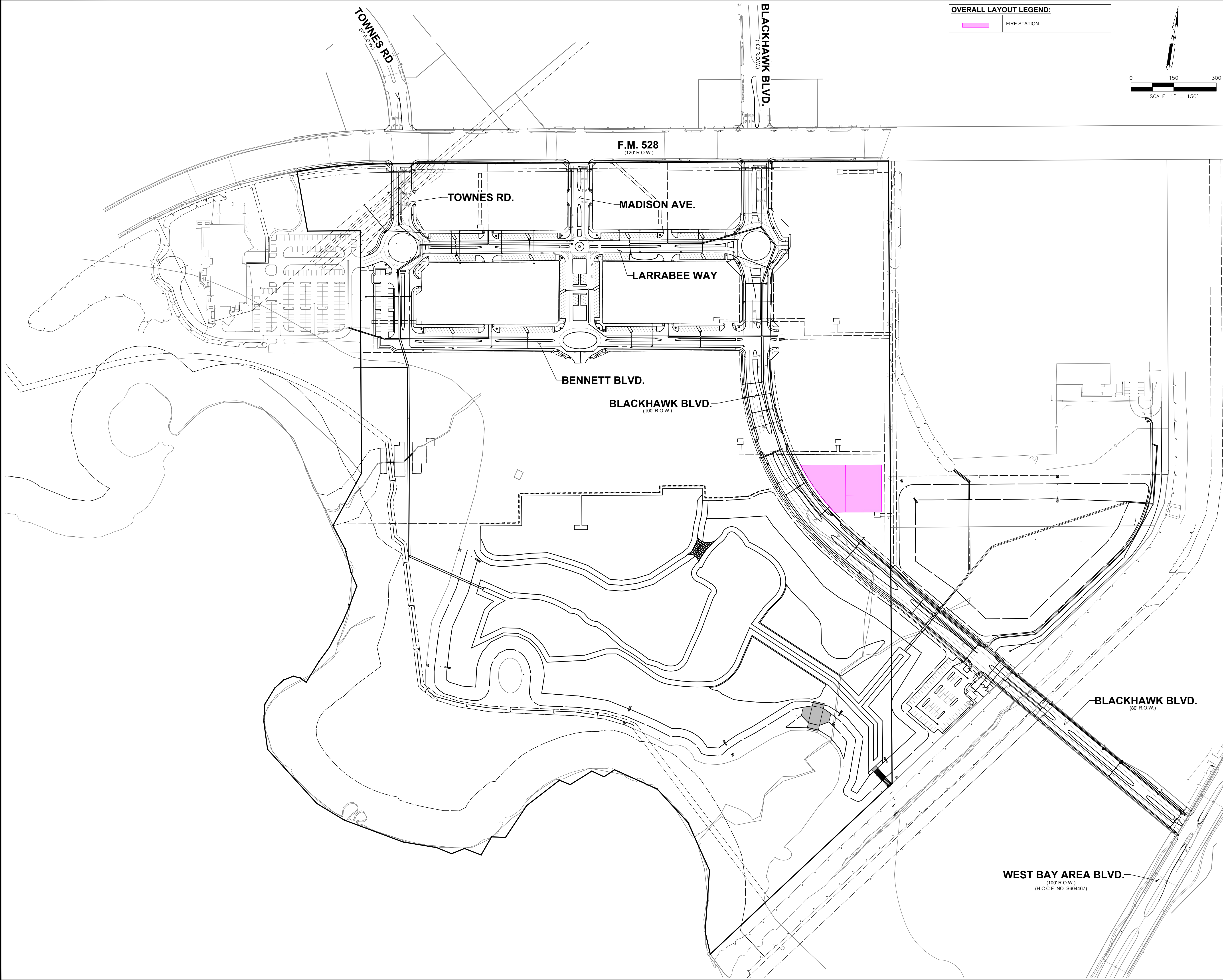
By: _____

Name: _____

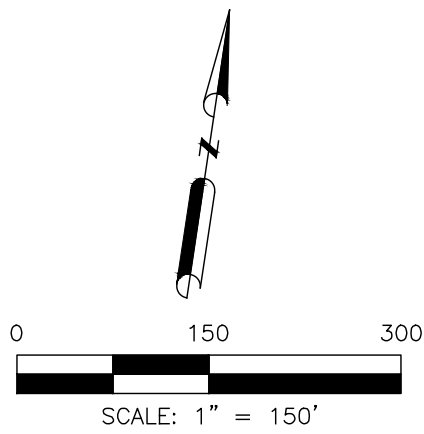
Title: _____

Date: _____

EXHIBIT K
CITY IMPROVEMENTS



OVERALL LAYOUT LEGEND:	
	FIRE STATION



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

NOTE:
This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2022

BENCHMARKS:

BENCHMARK PUBLISHED ELEVATION: -23.89'
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FLOOD PLAIN NOTE:

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DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP N INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.9 FT TO 21.2 FT ACROSS THE SUBJECT TRACT."

REV	DESCRIPTION	DATE

WGA
CONSULTING ENGINEERS

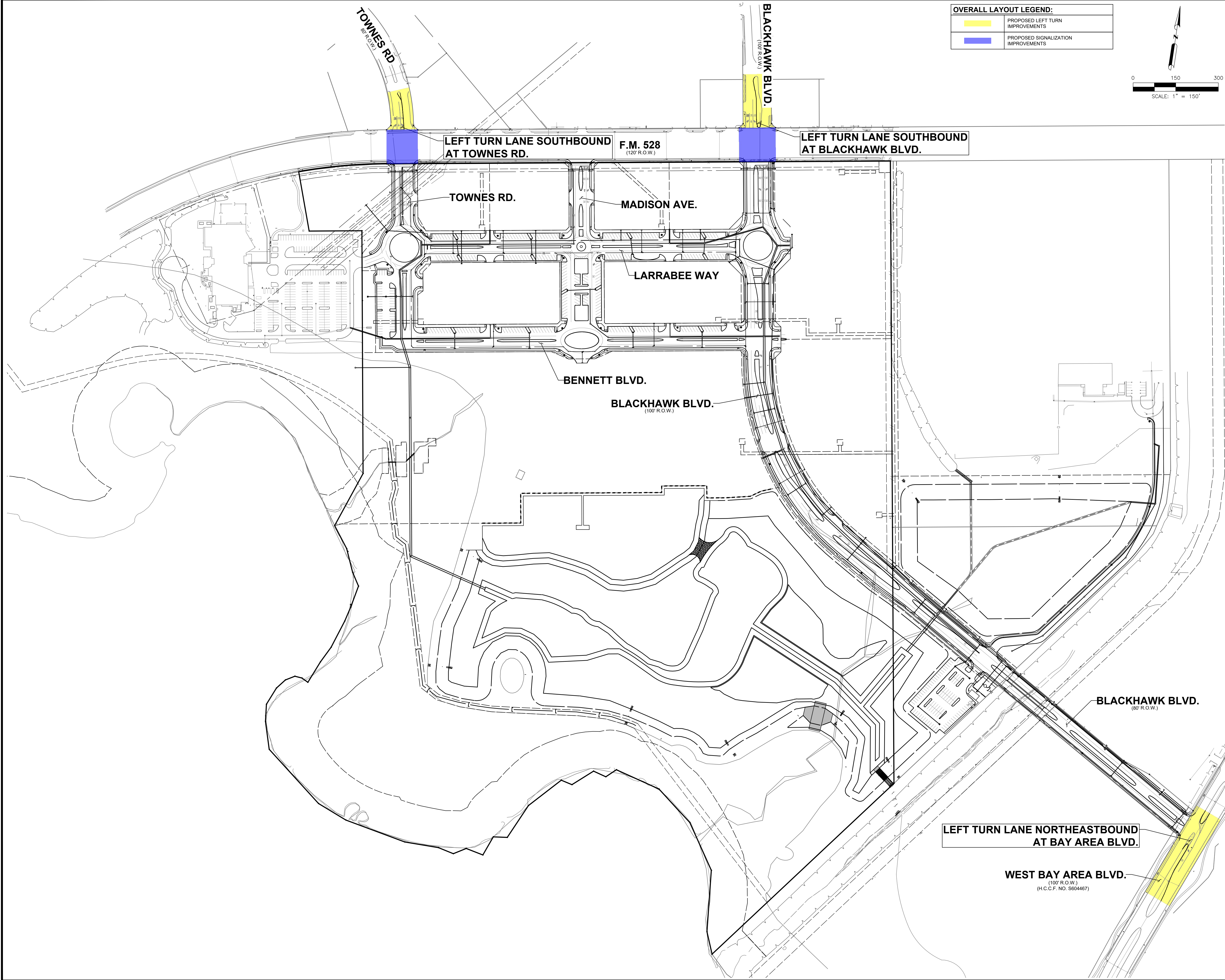
WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
909 NE Loop 410, Suite 107
San Antonio, Texas 78209
210.585.3700

FRIENDSWOOD CITY CENTER

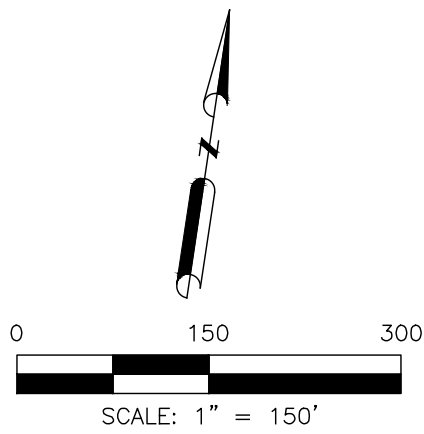
**OVERALL FIRE STATION
PLAN**

SCALE H: 1"= 150'	DESIGN M.R.S.	DRAWN M.R.S.
----------------------	------------------	-----------------

SHEET
C1



OVERALL LAYOUT LEGEND:	
	PROPOSED LEFT TURN IMPROVEMENTS
	PROPOSED SIGNALIZATION IMPROVEMENTS



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

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EFFECTIVE DATE: SEPTEMBER 3, 2022

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REV	DESCRIPTION	DATE

WGA

CONSULTING ENGINEERS

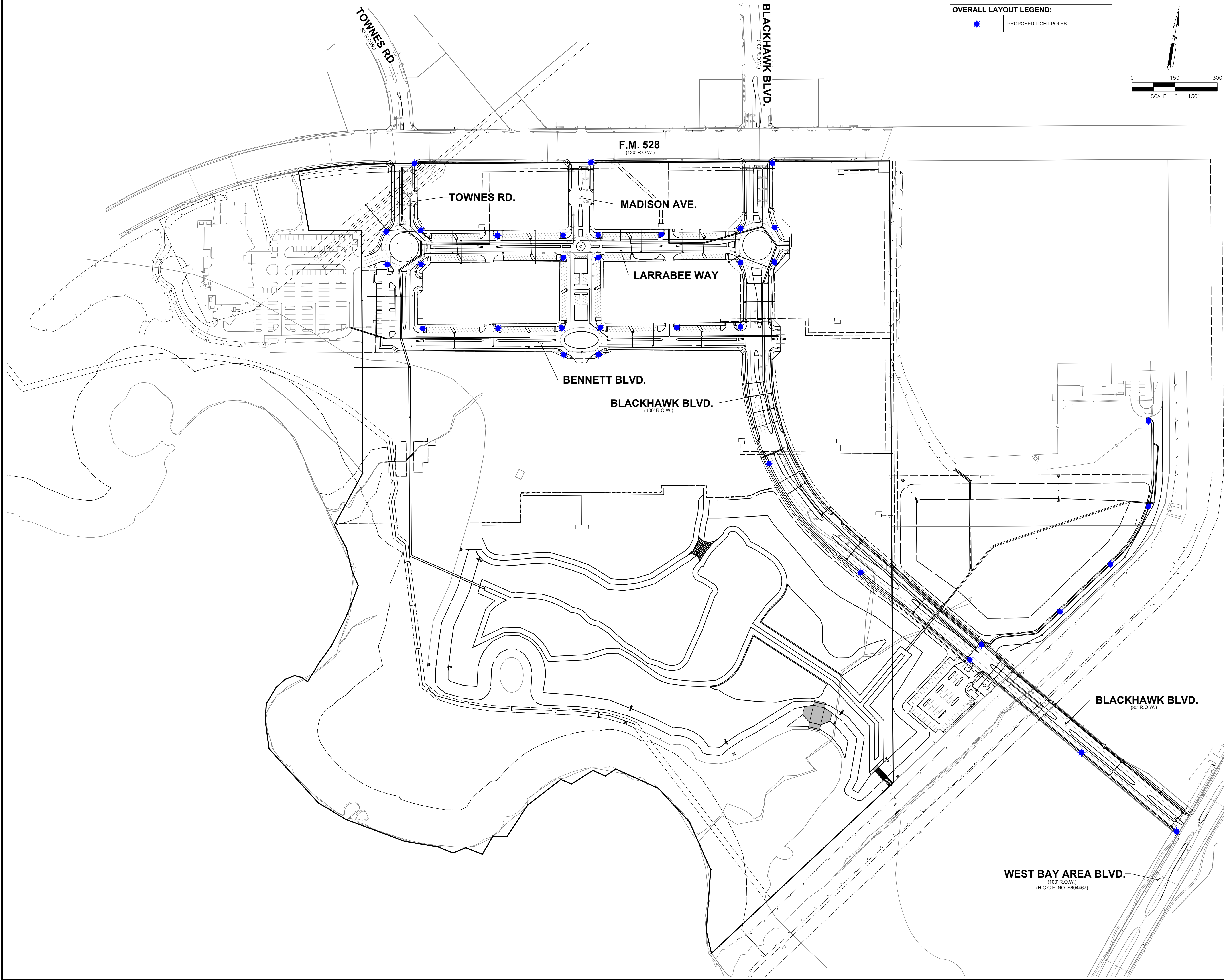
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909 NE Loop 410, Suite 107
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FRIENDSWOOD CITY CENTER

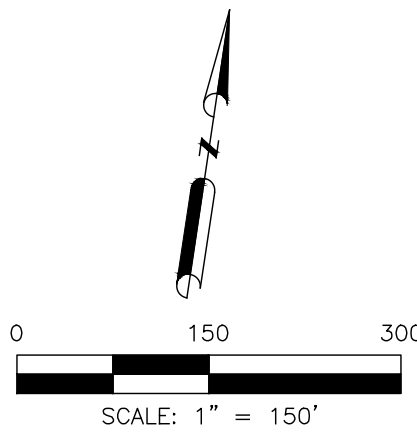
**OVERALL
SIGNALIZATION & LEFT
TURN LANE PLAN**

SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

SHEET
C1



OVERALL LAYOUT LEGEND:	
	PROPOSED LIGHT POLES



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

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REV	DESCRIPTION	DATE

WGA

CONSULTING ENGINEERS

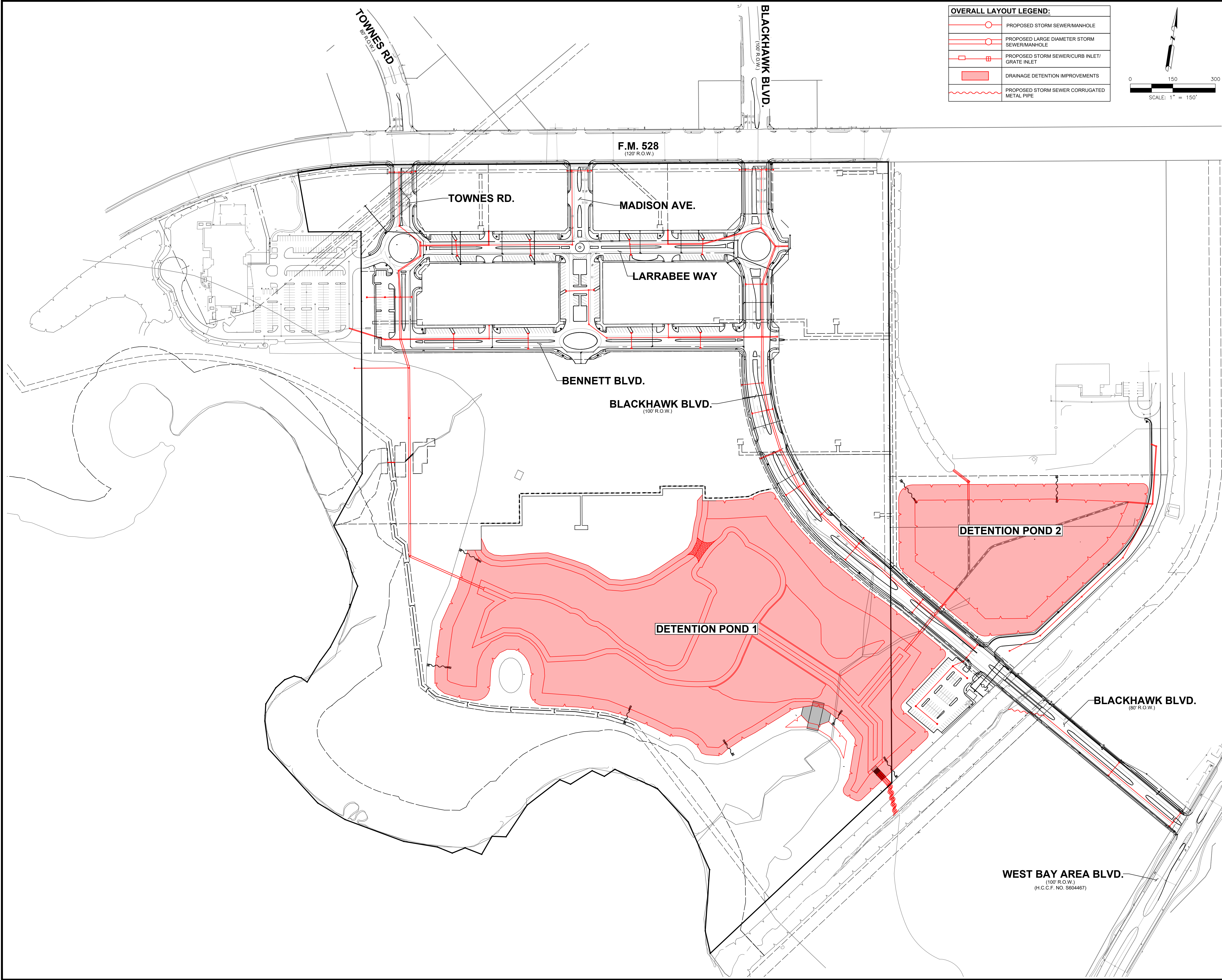
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909 NE Loop 410, Suite 107
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210.585.3700

FRIENDSWOOD CITY CENTER

**OVERALL LIGHTING
PLAN**

SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

SHEET
C1



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

René Ibarra, CFM, CPM
Director of Public Works

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REV	DESCRIPTION	DATE

WGA
CONSULTING ENGINEERS

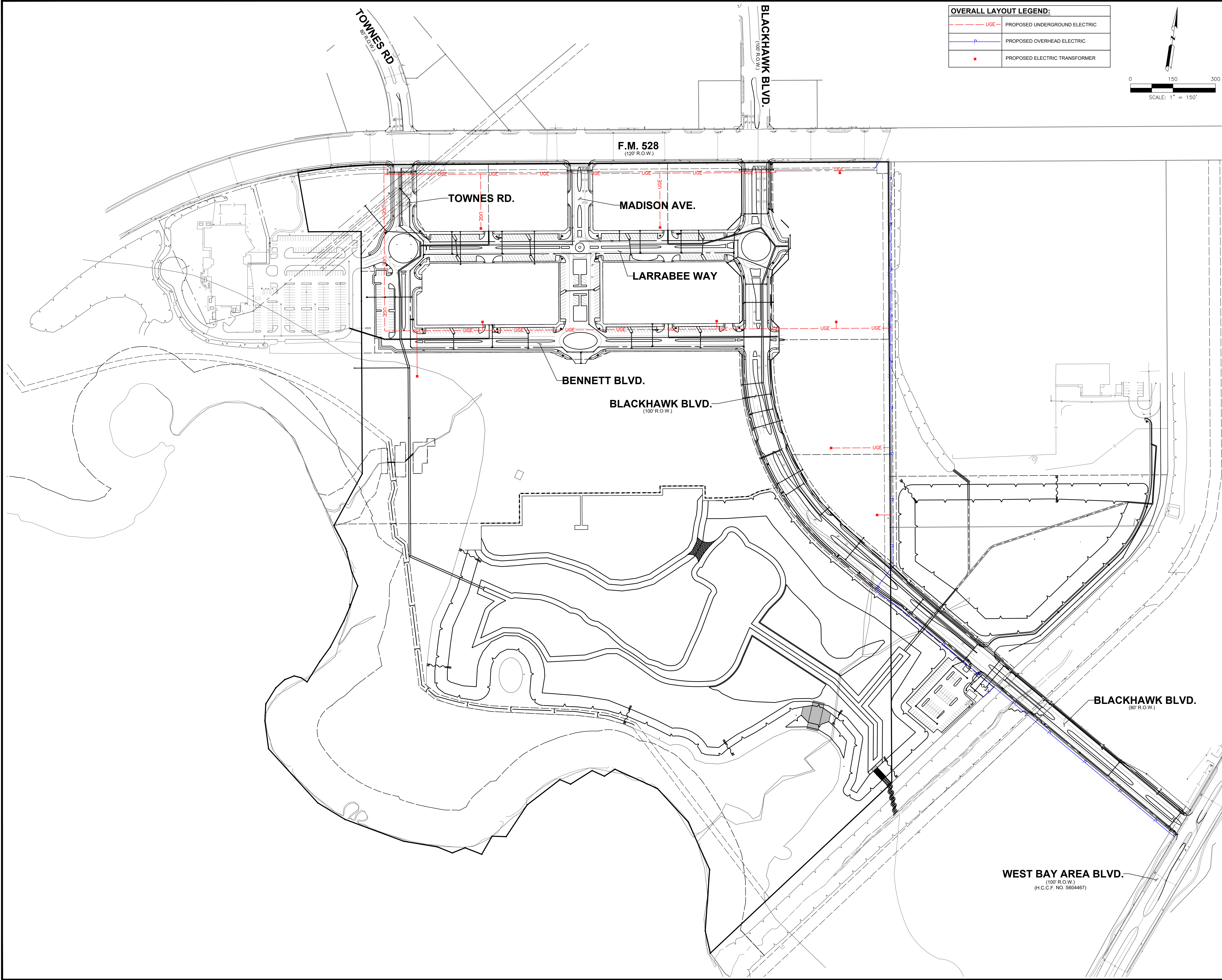
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FRIENDSWOOD CITY CENTER

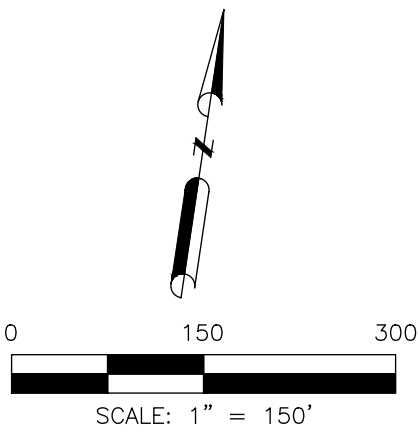
**OVERALL STORM WATER
AND DRAINAGE AREA**

SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

SHEET
C1



OVERALL LAYOUT LEGEND:	
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED OVERHEAD ELECTRIC
	PROPOSED ELECTRIC TRANSFORMER



Jldardo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

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REV	DESCRIPTION	DATE

WGA

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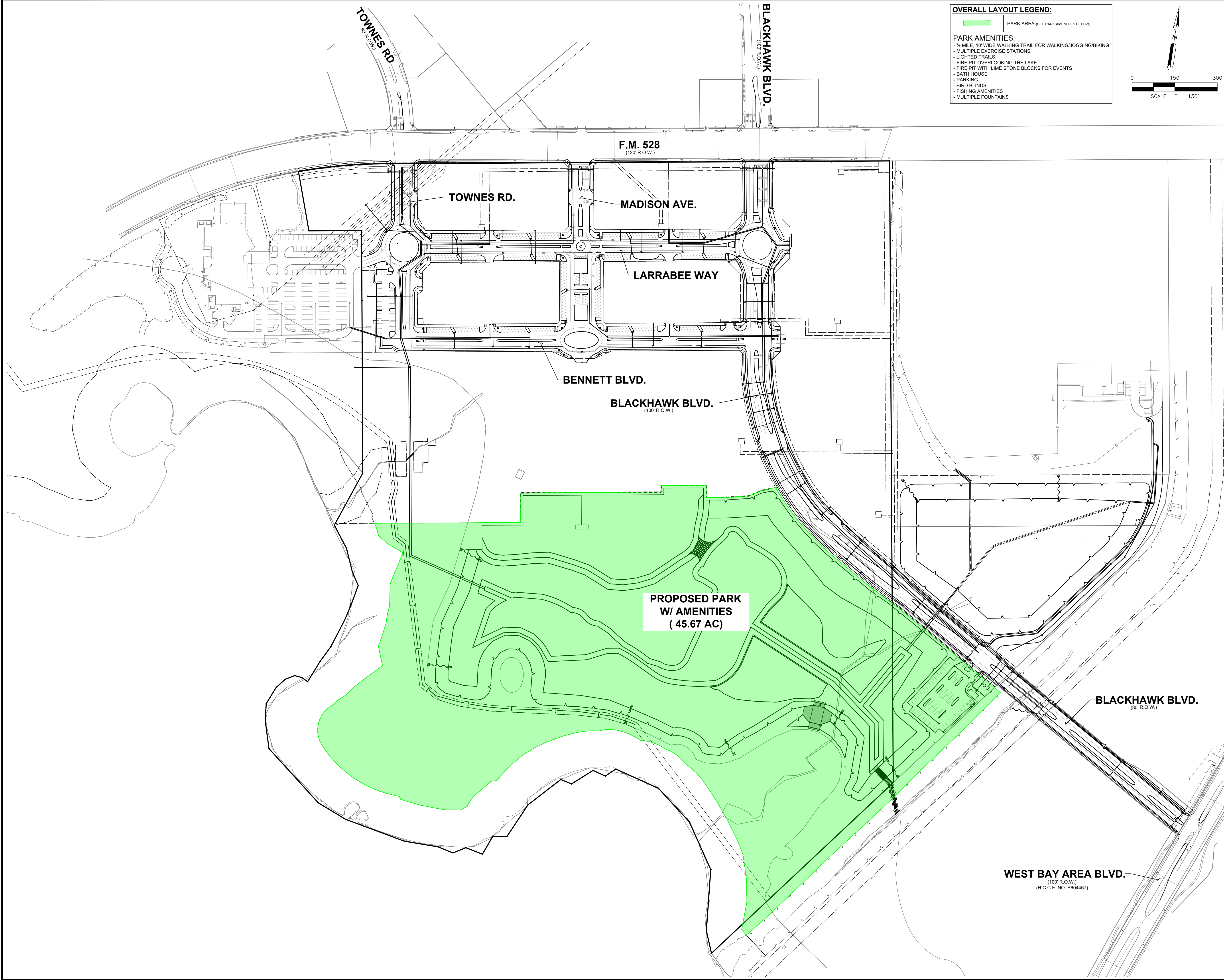
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210.585.3700

FRIENDSWOOD CITY CENTER

**OVERALL ELECTRICAL
PLAN**

SCALE H: 1"=150'	DESIGN M.R.S.	DRAWN M.R.S.
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SHEET
C1

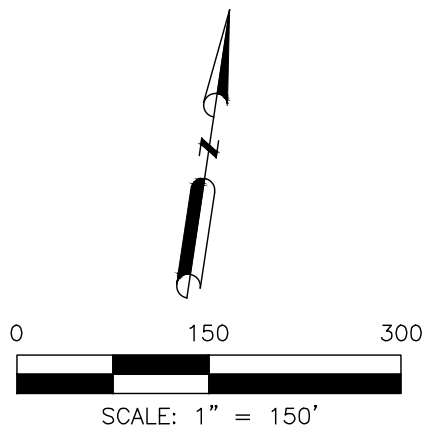


OVERALL LAYOUT LEGEND:

PARK AREA (SEE PARK AMENITIES BELOW)

PARK AMENITIES:

- ½ MILE, 10' WIDE WALKING TRAIL FOR WALKING/JOGGING/BIKING
- MULTIPLE EXERCISE STATIONS
- LIGHTED TRAILS
- FIRE PIT OVERLOOKING THE LAKE
- FIRE PIT WITH LIME STONE BLOCKS FOR EVENTS
- BATH HOUSE
- PARKING
- BIRD BLINDS
- FISHING AMENITIES
- MULTIPLE FOUNTAINS



Jlgerardo Armas, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

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REV	DESCRIPTION	DATE

WGA

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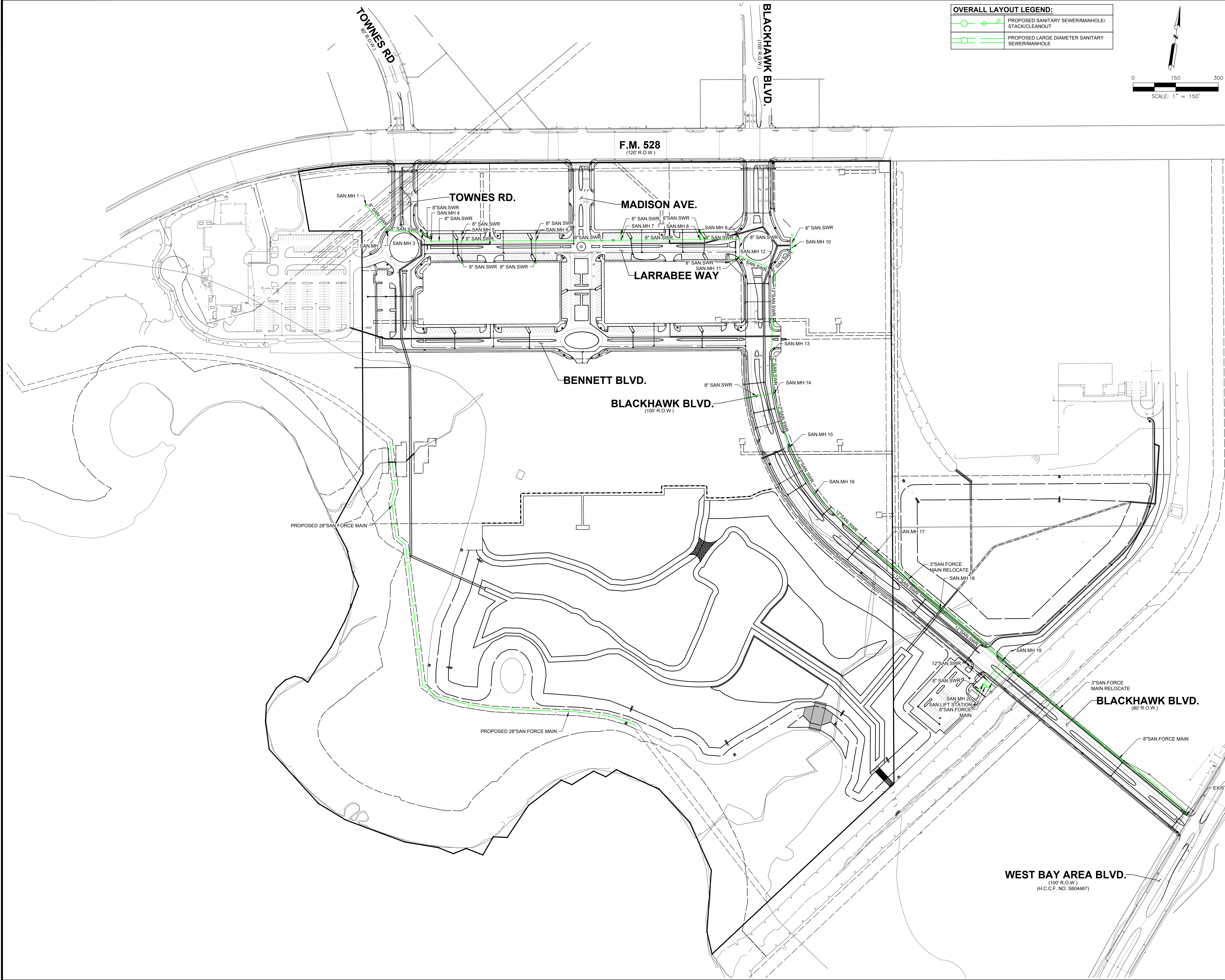
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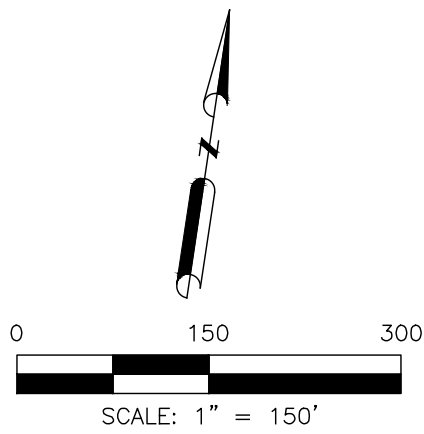
OVERALL PARK AREA

SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

**SHEET
EX11**



OVERALL LAYOUT LEGEND:	
	PROPOSED SANITARY SEWER/MANHOLE/STACK/CLEANOUT
	PROPOSED LARGE DIAMETER SANITARY SEWER/MANHOLE



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

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REV	DESCRIPTION	DATE

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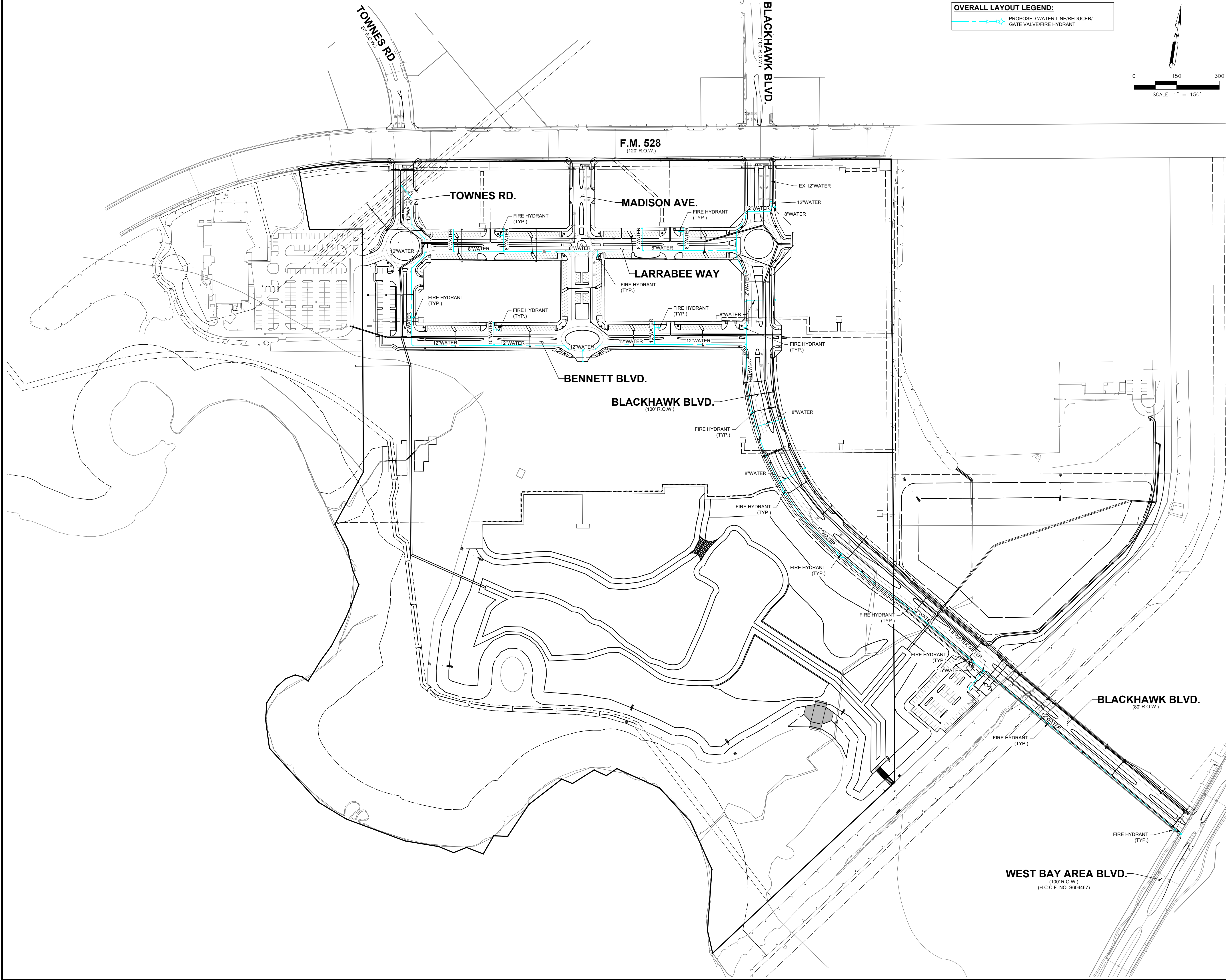
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FRIENDSWOOD CITY CENTER

OVERALL WASTEWATER PLAN

SCALE H: 1"=150'	DESIGN M.R.S.	DRAWN M.R.S.
---------------------	------------------	-----------------

SHEET
C1



Jlgerardo Aras, PE, CFM
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City Engineer

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REV	DESCRIPTION	DATE

WGA

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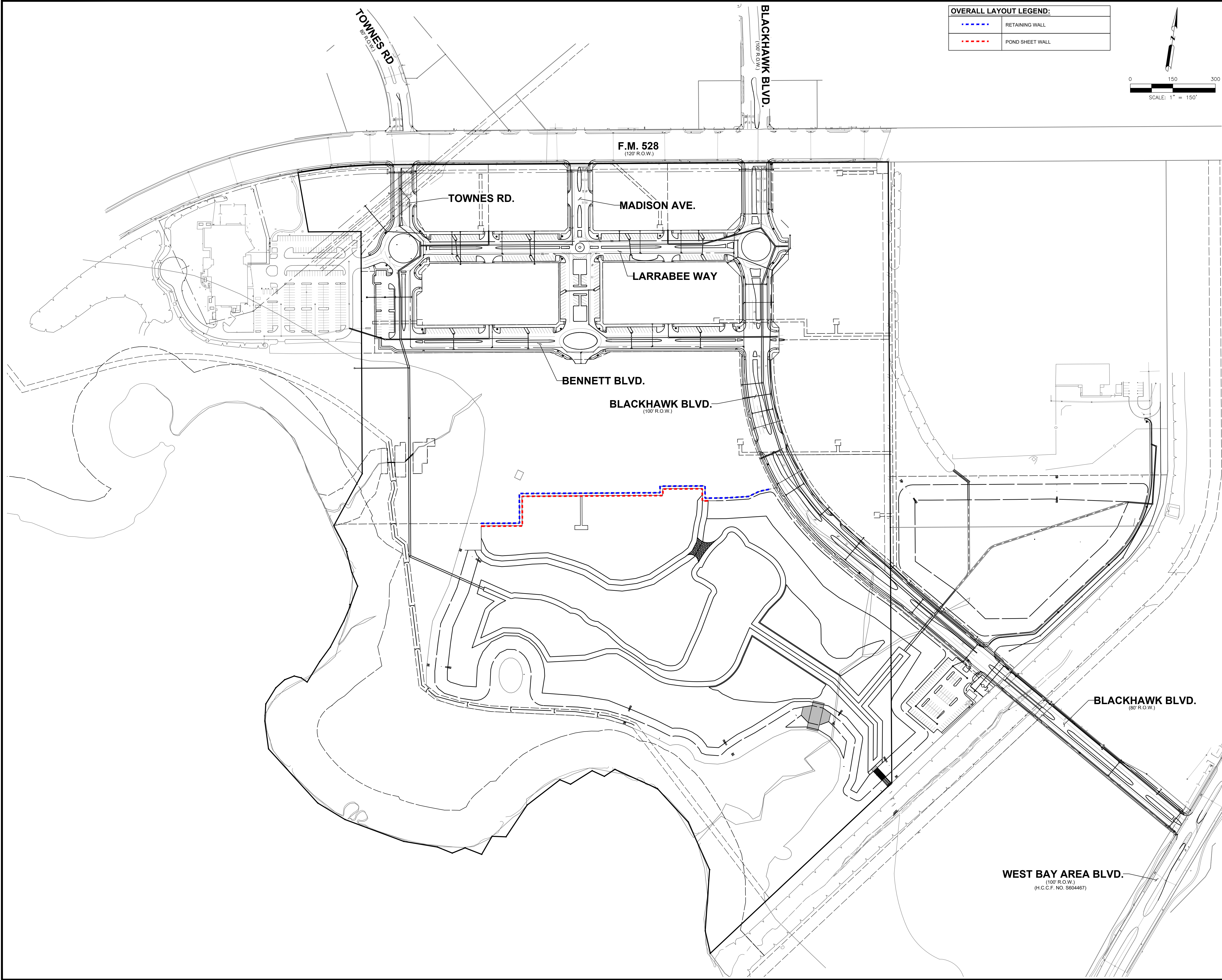
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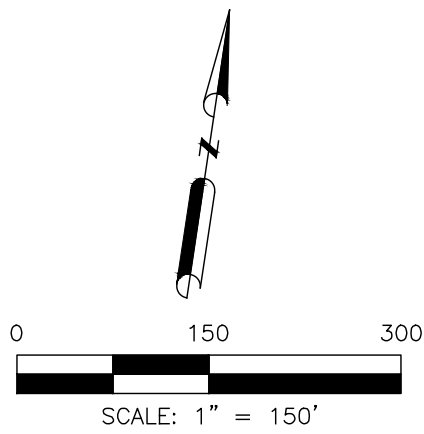
OVERALL WATER PLAN

SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

SHEET
C1



OVERALL LAYOUT LEGEND:	
	RETAINING WALL
	POND SHEET WALL



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

NOTE:

This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2022

BENCHMARKS:

BENCHMARK PUBLISHED ELEVATION: -23.89'
ALL ELEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010090, FROM I-45 AT FM 528 TRAVEL +/4 MILES WEST ON FM 528 TO CLEAR CREEK BRIDGE MONUMENT IS ON SIDEWALK ON DOWNSTREAM SIDE OF BRIDGE AT CENTER OF BRIDGE AND +/- 50' NORTH OF O.E.M. GAUGING STATION. (NAVD88, 2001 ADJ.)

TEMPORARY BENCHMARK "A" ELEVATION: -20.05'
SET OUT BOX ON STORM INLET, LOCATED ON THE SOUTH LINE OF FM 528, +/- 2,040 FEET WEST ON THE INTERSECTION OF THE SOUTH LINE OF FM 528 AND THE WEST LINE OF BAY AREA BLVD.

TEMPORARY BENCHMARK "B" ELEVATION: -20.73'
SET OUT BOX ON STORM INLET, LOCATED ON THE SOUTH LINE OF FM 528, +/- 805 FEET WEST FROM THE INTERSECTION OF THE CENTERLINE OF FM 528 AND TOWNES ROAD, THENCE +/- 40 FEET SOUTHEAST TO TBM.

FLOOD PLAIN NOTE:

THIS SUBJECT TRACT LIES PARTIALLY WITHIN THE AE-FLOODWAY, PARTIALLY WITHIN ZONE "AE" AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN (1% ANNUAL FLOODPLAIN CHANCE), PARTIALLY WITHIN SHADED ZONE "X" AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN (0.2% ANNUAL FLOODPLAIN CHANCE) AS DELINEATED ON THE FLOOD INSURANCE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48167C0018C MAP REVISED AUGUST 15, 2019.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP N INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.9 FT TO 21.2 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE

WGA

CONSULTING ENGINEERS

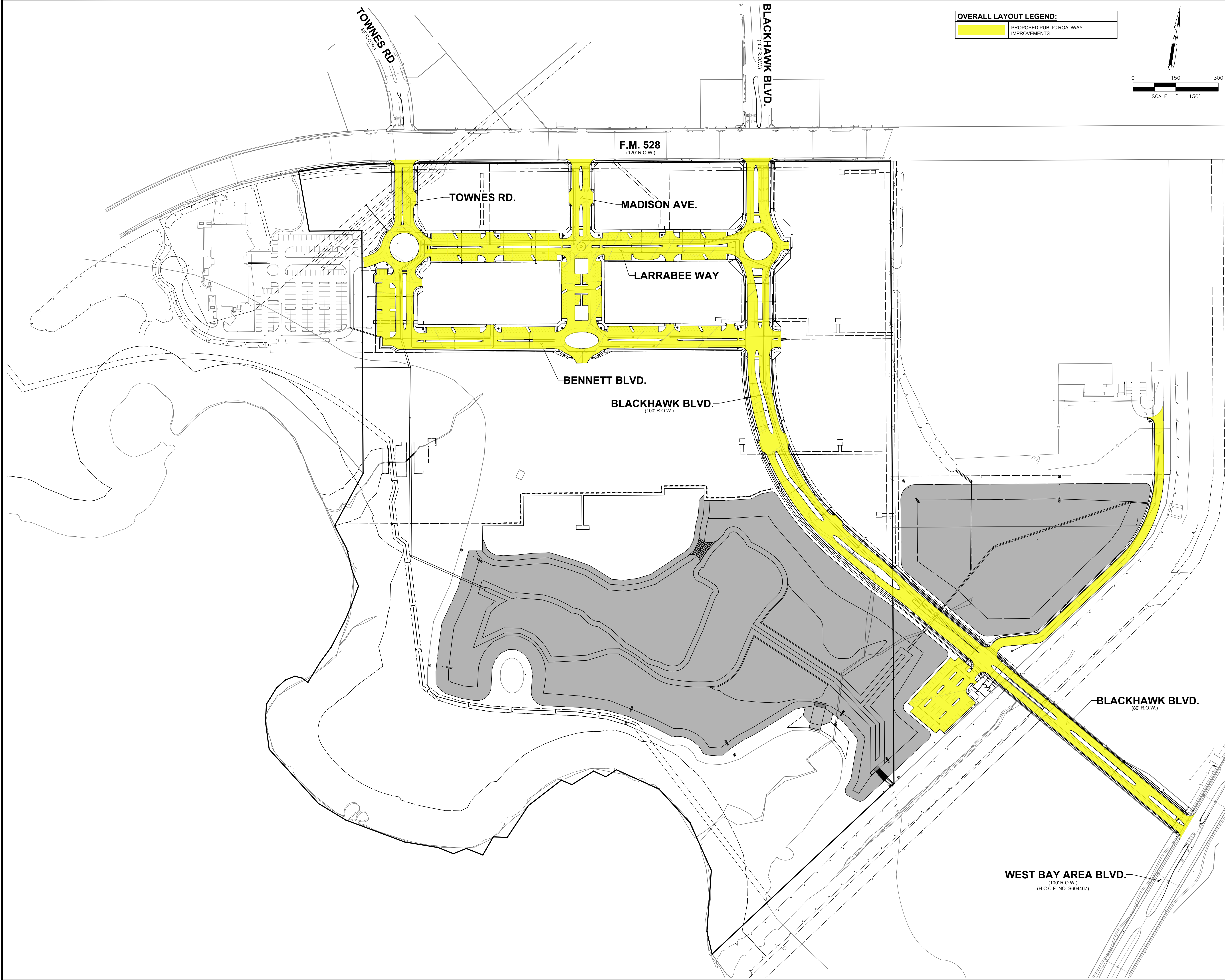
WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
909 NE Loop 410, Suite 107
San Antonio, Texas 78209
210.585.3700

FRIENDSWOOD CITY CENTER

**OVERALL RETAINING
AND POND SHEET WALL**

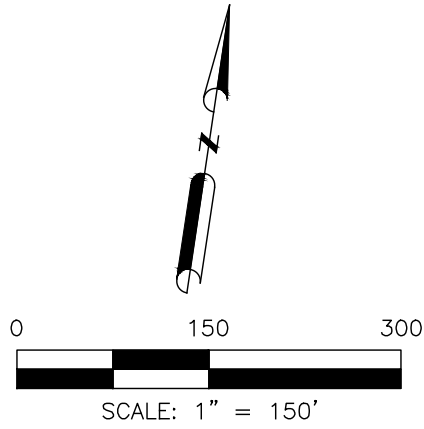
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OVERALL LAYOUT LEGEND:

PROPOSED PUBLIC ROADWAY IMPROVEMENTS



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

NOTE:

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EFFECTIVE DATE: SEPTEMBER 3, 2022

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DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP N INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.9 FT TO 21.2 FT ACROSS THE SUBJECT TRACT."

REV	DESCRIPTION	DATE

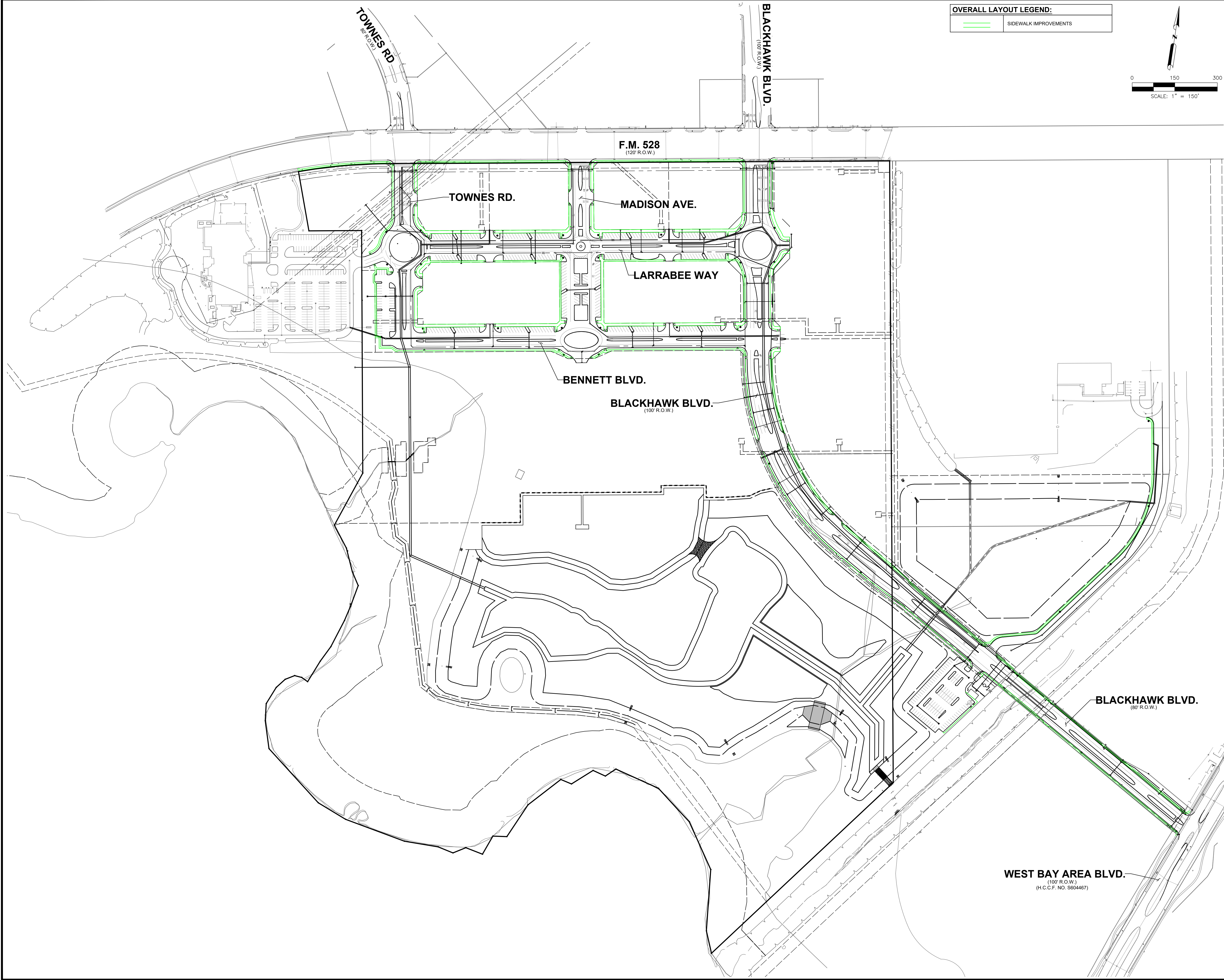
WGA
CONSULTING ENGINEERS
WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
909 NE Loop 410, Suite 107
San Antonio, Texas 78209
210.585.3700

FRIENDSWOOD CITY CENTER

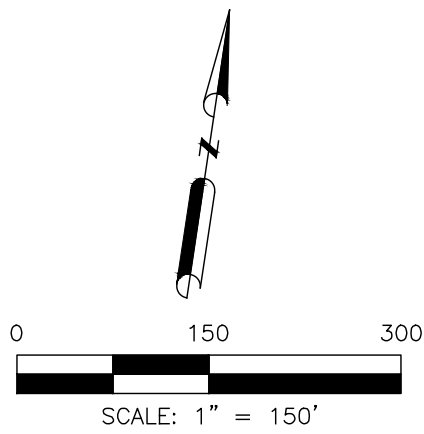
OVERALL ROADWAY PLAN

SCALE H: 1"=150'	DESIGN M.R.S.	DRAWN M.R.S.
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SHEET
C1



OVERALL LAYOUT LEGEND:	
	SIDEWALK IMPROVEMENTS



Jlgerdo Aras, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

NOTE:
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EFFECTIVE DATE: SEPTEMBER 3, 2022

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DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP N INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.9 FT TO 21.2 FT ACROSS THE SUBJECT TRACT."

REV	DESCRIPTION	DATE

WGA

CONSULTING ENGINEERS

WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
909 NE Loop 410, Suite 107
San Antonio, Texas 78209
210.585.3700

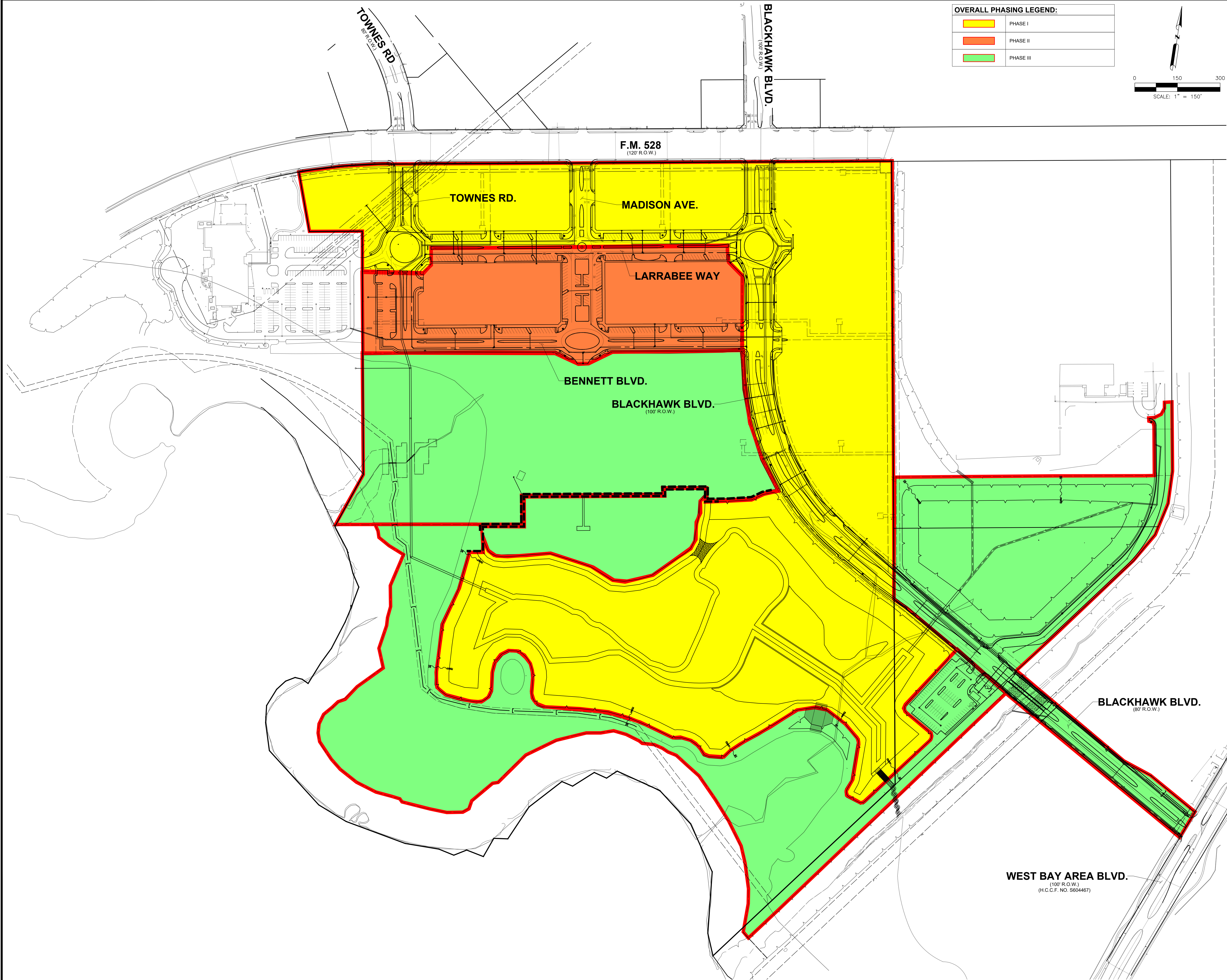
FRIENDSWOOD CITY CENTER

**OVERALL SIDEWALK
PLAN**

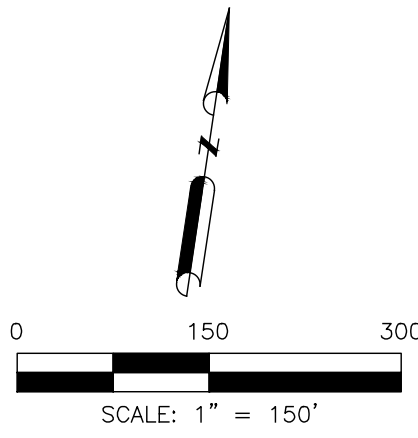
SCALE	DESIGN	DRAWN
H: 1"=150'	M.R.S.	M.R.S.

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EXHIBIT L
PHASING PLAN



OVERALL PHASING LEGEND:	
	PHASE I
	PHASE II
	PHASE III



Jilardo Arias, PE, CFM
Director of Engineering
City Engineer

Date

René Ibarra, CFM, CPM
Director of Public Works

Date

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EFFECTIVE DATE: SEPTEMBER 3, 2022

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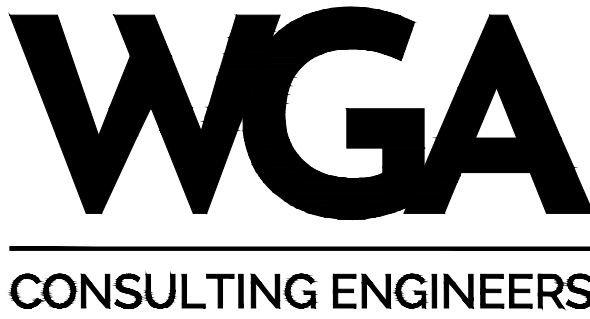
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DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP N INDICATES A 1% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 19.9 FT TO 20.8 FT ACROSS THE SUBJECT TRACT.

DATA PROVIDED BY THE EFFECTIVE FEMA FIRMETTE MAP N INDICATES A 0.2% ANNUAL CHANCE FLOOD ELEVATION RANGING FROM 22.3 FT TO 23.0 FT ACROSS THE SUBJECT TRACT.

REV	DESCRIPTION	DATE



CONSULTING ENGINEERS

WARD, GETZ & ASSOCIATES, PLLC
TEXAS REGISTERED ENGINEERING FIRM F-9756
909 NE Loop 410, Suite 107
San Antonio, Texas 78209
210.585.3700

FRIENDSWOOD CITY CENTER

OVERALL PHASING PLAN

SCALE H: 1"=150'	DESIGN M.R.S.	DRAWN M.R.S.
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SHEET
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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: January 8, 2024

Date submitted: 11/29/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding the Friendswood Arbor Day Event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood Arbor Day sponsored by Keep Friendswood Beautiful is scheduled for January 20, 2024, at 8:00 a.m. located at Centennial Park, 2200 S. Friendswood Drive.

Free 7-gallon trees will be available to Friendswood residents while supplies last.

- Tree species options are Live Oak, Red Oak, Red Maple, and Lacebark Elm
- Photo ID required for residency status.
- Delivery of trees are not provided.

Contact the Parks and Recreation Department at 281-996-3220 for more information.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

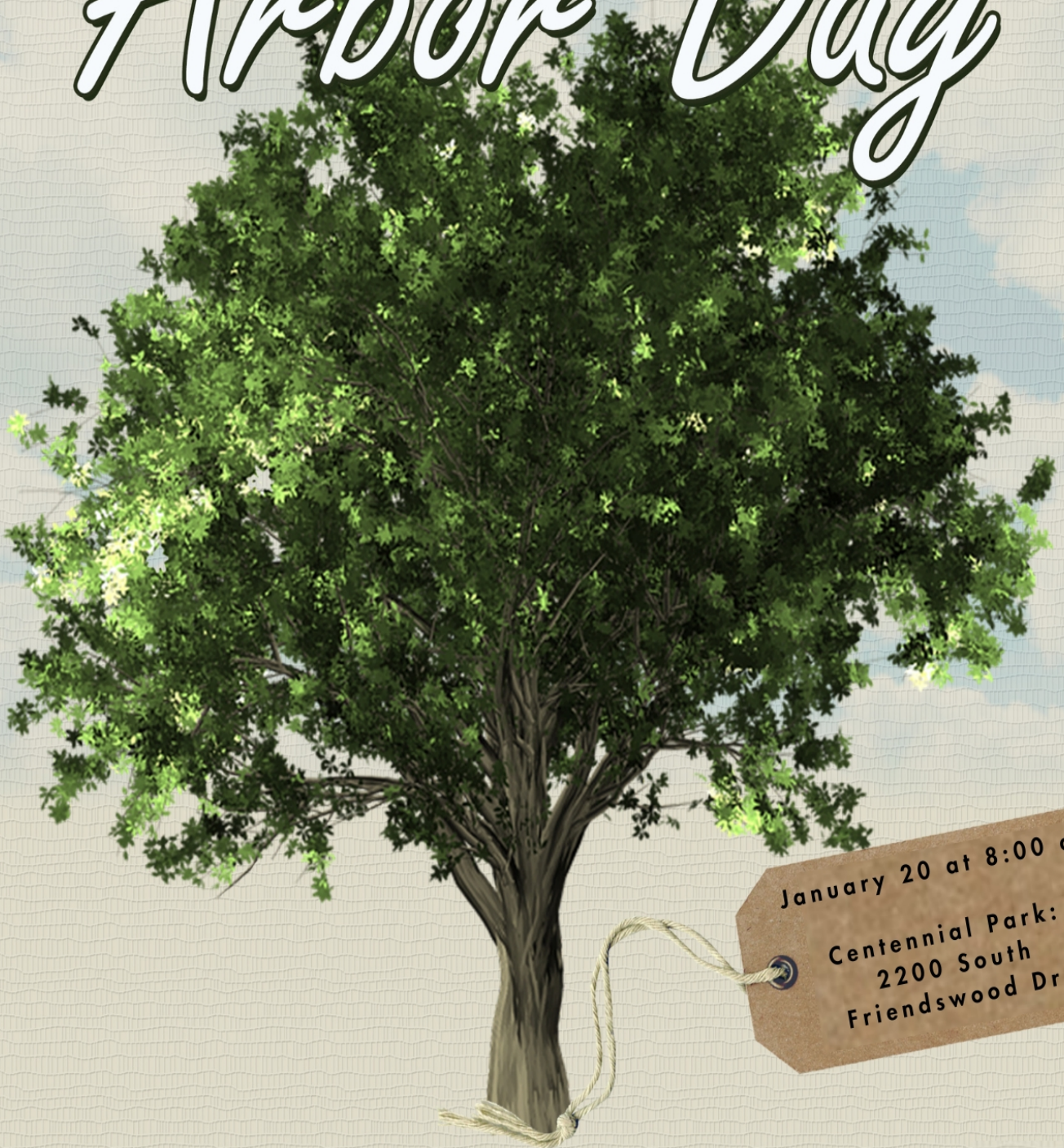
ATTACHMENTS

1. 2024 Tree Giveaway Flyer

KEEP FRIENDSWOOD BEAUTIFUL

FRIENDSWOOD

Arbor Day



FREE 7-galloon trees will be available, while supplies last, to City of Friendswood residents.
Tree species options: Live Oak, Red Oak, Red Maple, Lacebark Elm

**Photo ID required for residency status.*

***Delivery of trees is not provided.*



For additional information, contact the Friendswood
Parks & Recreation Department at 281-996-3220 or
rec@friendswood.com



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: January 8, 2024

Date submitted: 11/29/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding the City receiving our 35th GFOA Award for Excellence in Financial Reporting for our fiscal year 2022 Annual Comprehensive Financial Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City has earned its 35th Consecutive Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2021-2022 awarded by the Government Finance Officers Association of America and Canada. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 35th consecutive year the Administrative Services Department has been recognized with this outstanding achievement. We would like to recognize the efforts of Katina Hampton, Director of Administrative Services, Rhonda Boskas, Deputy Director of Administrative Services – Finance, the accounting division staff, and the entire Administrative Services Department. Their cumulative efforts enabled us to reach this achievement.

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: January 8, 2024

Date submitted: 12/07/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding a \$10 million Texas Water Development Board Grant for the Whitcomb Drainage Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Harris County Flood Control District was allotted a \$10 Million grant by the Texas Water Development Board at its Board of Directors meeting December 7th, 2023. This grant is earmarked for a flood control project on Clear Creek in Friendswood within the Whitcomb Property (located just south of Clear Creek's intersection with FM 528) and will be supplemented by the City's drainage bond funds. Engineering for this project will begin early in 2024 with construction expected to commence in 2025. Present for the announcement were City Engineering staff along with Jim Gibson, Vice President of the Galveston County Consolidated Drainage District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. image000000
2. image000001

Science.
Planning.
Funding.

Texas Water
Development Board



TON V
ER



BROOKE T. PAUP
CHAIRMAN



L'OREAL STEPNEY
BOARD MEMBER

Texas Water
Development Board
www.twdb.texas.gov



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: January 8, 2024

Date submitted: 12/11/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding the 2023 Employee Service Award recipients.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

2023 Service Awards

45 Years

Magdaleno "Mac" Mosqueda – Public Works

40 Years

Judge James Woltz – Municipal Court

25 Years

Terrie Doyle-Police Department

Ronnie Powledge – Police Department

Rodger Speed – Information Technology

20 Years

Seferino "Sef" Castillo – Public Works

Kathleen McCumber – Municipal Court

Kevin Crouch – Police Department

Myresse Woodard – Public Works

Genie Balderaz – Parks & Recreation

15 Years

Jackie Grasso – Police Department

Quinn Pearson – Police Department

Lisa Wilkins – Library

Jose Lobo – Police Department

10 Years

Ashley Hemphill – Police Department

Ethan Baker – Municipal Court

Donnie Quintanilla – Municipal Court

Cory McCombs – Police Department

Kaylub Mull – Parks & Recreation

Rober E Lee – Police Department/Animal Control

Jose Olvera Sanchez – Public Works

Steven Simmons – Emergency Services
Robert “Rob” Voss – Parks & Recreation
Kristina Dusek – Police Department

5 Years

James “Jim” Anderson – Information Technology
Sharell Grant – Emergency Services (FMO)
Matthew Travnichek – Public Works - Streets
Mauricio Colocho Figueroa – Parks & Recreation
Michelle Cantu – Public Works
Mayra Rangel – Public Works
Steven Rhea – City Manager’s Office
Carlos Morfin Larios – Public Works - Streets
Jorge Renderos – Public Works - Streets
Dru Watkins - Library
Clifton Lyles – Police Department

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: January 8, 2024

Date submitted: 12/13/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Present the Salt Grass Chapter TMCA - Delores McKenzie Scholarship to Deputy City Secretary Raquel Martinez.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Salt Grass Chapter of the Texas Municipal Clerks Association, Inc. encourages professionalism and continuing education of Texas municipal clerks by administering a scholarship program that pays up to \$500.00 for travel and registration costs incurred while attending and/or participating in a seminar sponsored by the Texas Municipal Clerks Association, Inc. and/or Texas Municipal Clerks Certification Program. This program is named the Deloris McKenzie Scholarship Program in recognition of Deloris McKenzie and her more than 33 years of commitment to professional growth and to the Salt Grass Chapter.

On December 13, 2023, Deputy City Secretary Raquel Martinez was selected as a scholarship recipient after meeting the following eligibility requirements:

1. is currently employed as a city clerk/secretary, assistant/deputy city clerk/secretary, or report to the city clerk/secretary;
2. has been employed continuously for the past twelve months in the capacity of city clerk/secretary, assistant/deputy city clerk/secretary, or report to the city clerk/secretary;
3. is a current (paid) member of the Salt Grass Chapter; and
4. attended a minimum of four Salt Grass Chapter meetings in the past calendar year.

We want to congratulate Raquel on her accomplishment and the work she put forth to achieve this recognition from her peers.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action required.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: January 8, 2024

Date submitted: 12/19/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding Jennifer Hale, Senior Clerk in the City's Municipal Court, receiving the Distinguished Service Award from Texas Court Clerks Association.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Jennifer Hale, Senior Clerk in the City's Municipal Court, received the Distinguished Service Award from Texas Court Clerks Association in recognition of her outstanding service and dedication. During 2023, Jennifer filled in on several occasions as an instructor for municipal court clerk training sessions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: January 8, 2024

Date submitted: 12/22/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding a Santa Rides Route Tracker & Interactive Map.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood's GIS Division created an application to assist the Volunteer Fire Department in tracking the location of each fire truck for the Santa Rides event. The idea is for residents to enter their address to see which sleigh will be coming closest to their house and view in real time when and where all of the sleighs are located! Data was collected at this year's event to serve as a trial run before rolling out the system to all residents next year. GIS staff and fire department staff will tweak and improve the GIS application with the goal of providing accurate maps and routes for next year!

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: January 8, 2024

Date submitted: 11/22/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a professional services agreement with Stantec Consulting Services, Inc., to complete a pavement condition assessment on City-maintained paved roads and to implement a pavement management system.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City has a network of approximately 186.1 centerline miles of roadways, which it has the responsibility to maintain. In order to evaluate the condition of its roadways, the City uses a pavement condition index ("PCI"), which is a numerical index used to indicate pavement conditions.

Under this proposed agreement, Stantec Consulting Services, Inc. ("Stantec") will survey the City's streets, collect pavement condition, and image the roadways. Thereafter, the pavement repairs will be prioritized based on the PCI ranking and budgetary constraints.

The cost of the services under the proposed agreement shall not exceed \$75,250.00 and Santec's services shall be finally completed on or before July 31, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Stantec Professional Services Agreement
2. Form 1295
3. Government Code Verification Form
4. Certificate of Insurance Exp 05-01-2024
5. Professional Liability COI Expires 10-01-2024

AGREEMENT FOR PROFESSIONAL SERVICES - CONSULTANT

THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

This Agreement for Consultant Services – the Consultant (this "Agreement"), entered into as of the date specified hereinbelow, by and between the City of Friendswood, Texas, a home-rule municipality located in Galveston and Harris Counties, Texas (hereinafter called the "City") and Stantec Consulting Services Inc., located at 3133 W. Frye Road, #300, Chandler, AZ 85226 (hereinafter called the "Consultant").

1. SCOPE OF SERVICES

This Agreement authorizes the Consultant to perform professional engineering services to complete a pavement condition assessment on City-maintained paved roads and to implement a pavement management system ("Project") for and on behalf of the City. The scope of the services is attached hereto as Exhibit "A" and is incorporated herein for all intents and purposes.

2. TIME OF PERFORMANCE

The Consultant shall proceed with performance of the scope of services upon a written authorization to proceed. The Consultant shall proceed with subsequent work only on authorization by the City's Director of Engineering (the "Director"). The work shall be completed within the time limits specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes, unless delayed by causes outside the control of the Consultant. Within seven (7) calendar days of any act or incident that the Consultant reasonably believes may justify an extension of time, the Consultant may request an extension by making application therefor in writing and submitting therewith all written justification that may be required by the Director. If the Director, in his reasonable discretion, believes an extension of time is due, the Director shall grant the extension in writing for a period of time equal to the period of the actual delay.

3. INFORMATION AND SERVICES TO BE FURNISHED TO CONSULTANT

It is agreed that the City shall furnish, without charge, for the purpose of this Agreement, information, data, reports, records, and maps as are existing and available, for the carrying out of the work of the Consultant as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any 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 reasonable discretion of the City. The City shall cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

4. COMPENSATION AND METHOD OF PAYMENT

a. COMPENSATION

It is agreed that, unless specifically authorized by the City pursuant to an amendment to this Agreement, the total fees for basic services for the work (including all subcontractors) shall not exceed SEVENTY-FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$75,250.00), as more particularly detailed in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes.

b. **INVOICING**

The Consultant shall invoice based upon total services completed and expenses actually incurred during the applicable month. The Consultant shall not charge for correction of its or its subconsultant's errors and omissions and shall be responsible for change orders resulting therefrom. Invoices shall be tendered not more than once a month. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. The Consultant 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 Consultant's invoice being denied.

c. **PAYMENT**

The City shall have thirty (30) days to pay the Consultant's invoices from the date of receipt of such invoices and necessary backup information submitted by the Consultant in accordance with subsection b of this section. An invoice including reimbursable expenses must be accompanied by documentation regarding the expenses incurred. Notwithstanding the above, 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. As applicable, the Consultant shall provide the City with record "as-built" drawings relating to the work, in an electronic format that is acceptable to the City prior to final payment. The Consultant shall pay its subcontractors no later than the tenth (10th) day after it receives payment from the City.

5. **RECORDS**

The Consultant shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed under this Agreement. Such records shall be kept in the office of the Consultant for a period of not less than five (5) years and shall be made available to the City for inspection and copying without cost upon reasonable request.

6. **INSTRUMENTS OF SERVICE**

All documents, including drawings and specifications prepared by the Consultant are instruments of service with respect to the Project. Upon execution of this Agreement, the Consultant grants to the City an ownership interest in such instruments of service. The Consultant shall obtain similar interests from the Consultant's subconsultants consistent with this Agreement. As noted in Sections 5 & 12, the Consultant shall be required to tender to the City all instruments of service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition of the City's use of the instruments of service, the City hereby expressly agrees to remove the Consultant's name and all references to the Consultant and its consultants from the documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

7. **INSURANCE**

The Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants.

a. **COVERAGES REQUIRED**

The Consultant'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 Consultant's insurance and shall not contribute to it. All coverages for Consultant's 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 Agreement:

(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.
- For all architects, engineers, and/or design companies
- 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 be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty

(30) days' prior written notice by 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.
- (6) Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- (7) 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 Consultant.

8. CONSULTANT'S PERFORMANCE

a. STANDARD OF CARE

The Consultant shall perform services required herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The Consultant 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 Consultant shall promptly correct any defective analysis caused by the Consultant at no cost to the City. The City's approval, acceptance, use of or payment for all or any part of the Consultant's services hereunder or of the work itself shall in no way alter the Consultant's obligations or the City's rights under this Agreement.

b. CODES

The work shall be designed and furnished in accordance with the most current codes and/or standards adopted by federal, state and local governments. Such codes set forth minimum requirements. These may be exceeded by the Contractor and/or the Consultant. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above-listed codes and regulations. The Consultant shall state the alternative codes and regulations used.

c. DUTY

Contractor shall be responsible for the actual supervision of construction operations and safety measures involving the work, its employees and the public; but the Consultant, on behalf of the City, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the City. The Consultant shall immediately make the City aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Consultant's documents or instruments of service.

If services include periodic visits to the site to observe work performed by the Project Contractor, the Consultant shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in accordance with Contract Documents and to endeavor to safeguard the City against defects and deficiencies in the work; provided, however, the Consultant does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the Consultant's on-site observations as an experienced and qualified design professional, the Consultant shall keep the City informed on the extent of the progress of the work and shall advise the City of defects and deficiencies in the work of Contractors that are discovered

by the Consultant or otherwise brought to the Consultant's attention in the course of construction.

9. **INDEMNIFICATION AND RELEASE**

THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (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 CONTRACT 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 CONSULTANT OR THE CONSULTANT'S AGENT, THE CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY THE CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'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 CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE CONSULTANT 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.

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. Nothing herein shall be construed

so as to limit or waive the City's sovereign immunity. The Consultant 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 the Consultant's services to be performed hereunder except to the extent caused by the willful misconduct of the City or those the City is at law responsible. This release shall apply with respect to the Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

THE CONSULTANT SHALL REQUIRE ALL OF ITS APPROVED SUBCONSULTANTS TO INCLUDE IN THEIR SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

10. **NOTICE**

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:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Attn: Jil Arias
Title: Director of Engineering

Engineer:

Stantec Consulting Services Inc.
3133 W. Frye Road, #300
Chandler, AZ 85226
Attn: Fadi Jadoun, Ph.D., P.E.
Title: Senior Associate

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.

11. **CAPTIONS**

The captions used in this Agreement are for general reference only to serve as a guide. The captions do not control the meaning of any section or subsection or in any way determine its interpretation or application.

12. **SUCCESSORS AND ASSIGNMENTS**

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

13. TERMINATION

The City may terminate this Agreement at any time by giving at least thirty (30) days' written notice to the Consultant. Furthermore, the City may immediately and without notice terminate this Agreement if the Consultant breaches 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 Consultant 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 Consultant;
- (d) the dissolution of the Consultant;
- (e) refusing or failing to prosecute the work or any separable part, with the diligence that will ensure its completion within the time 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 Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Consultant 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 Consultant shall also tender to the Director all of the Consultant'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 Consultant 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.

If this Agreement is terminated for cause, the Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing the Consultant's services. 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.

The Consultant may terminate this Agreement upon ten (10) days' notice in writing in the event the City has committed material breach of this Agreement and the City has failed to cure the breach within that time period. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement, except where non-payment is due to a good-faith payment dispute for which the City has provided advance written notice to the Consultant.

14. CHANGES

The City may, from time to time, request changes in the scope of the services to be performed by the Consultant under this Agreement. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated in written amendments to this Agreement.

15. SUPERVISION OF CONSULTANT

the Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by the Consultant under the terms of this Agreement.

16. PERSONNEL

- a. The Consultant 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 Consultant 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 Consultant 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. REQUIRED PROVISIONS

The Consultant shall comply with all applicable federal and state law requirements and hereby makes the following verifications:

- a. ***Anti-Boycott Verification. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Consultant understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit.***
- b. ***Iran, Sudan and Foreign Terrorist Organizations. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:***
 - <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
 - <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
 - <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.***The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Consultant 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 Consultant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit.

- c. **Petroleum.** The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.
- d. **Firearms.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002 Texas Government Code, as amended, the Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable

firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

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.

19. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Consultant.

20. GOVERNING LAW

This Agreement has been made under and shall be governed by the laws of the State of Texas.

21. VENUE

Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

22. NO THIRD-PARTY BENEFICIARY

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

23. NO RIGHT TO ARBITRATION

Notwithstanding anything to the contrary contained in this Agreement, the City and the Consultant hereby agree that no claim or dispute between the City and the Consultant 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 Consultant consents to be joined in the arbitration proceeding if the Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

24. 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.
25. COMPLETE AGREEMENT
This Agreement represents the entire and integrated agreement between the City and the Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and the Consultant accept and agree to these terms.
26. 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.
27. 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.
28. 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.
29. LIMITATION OF LIABILITY
Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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 27th day of December, 2023, the date of execution by the City Manager of the City of Friendswood.

City:

CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager

DATE: _____

ATTEST:

LETICIA BRYSCH, City Secretary

Agreement for Professional Services, Page 11

Consultant:

STANTEC CONSULTING SERVICES INC.

Jadoun,
Fadi

BY: _____

Fadi Jadoun, Senior Associate

DATE: December 27, 2023

ATTEST:

Allan Venema

Allan Venema, Principal

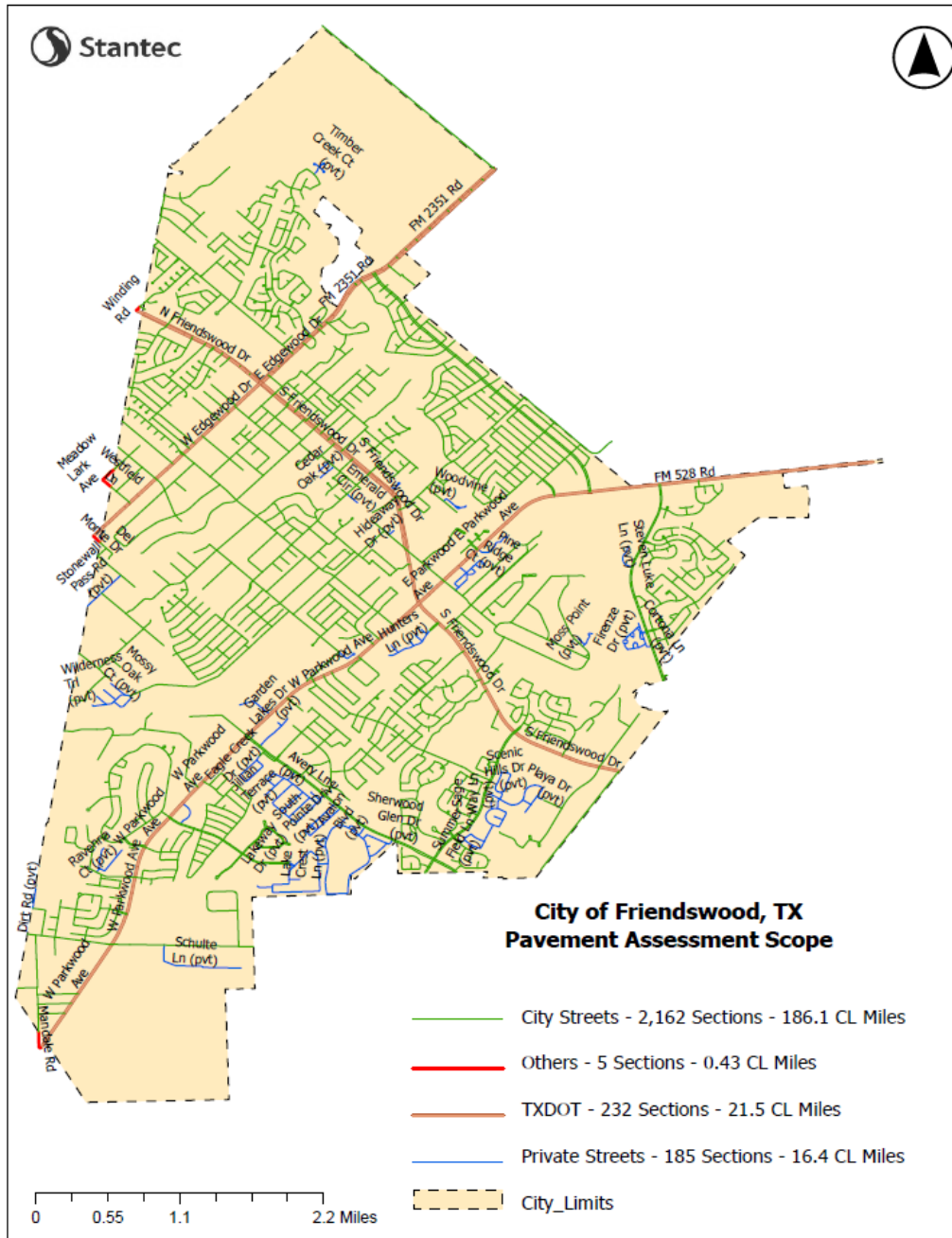
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Jadoun, Fadi
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Allan
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Exhibit "A" SCOPE OF SERVICES

1. In General.

Using the Streets geodatabase downloaded from the City's GIS homepage, the estimated Road network mileage is approximately 186.1 Centerline Miles (CL-MILES) of roads that are the responsibility of the City to maintain. The scope of work presented herein assumes that only one lane in one direction of travel will be assessed on all of the City roads. A map of the City's network is provided below that is based on the City's Streets geodatabase. The City requested that Private Streets should also be collected.



2. Basic Services.

The Consultant shall perform the following tasks as part of its Basic Services:

Task 1: Project Initiation and Management.

Upon receiving the notice-to-proceed ("NTP"), the Consultant will contact the City's project manager to agree on a date to virtually kick off the Project. The following agenda items will be discussed:

- Finalize the scope of work and pavement condition survey approach.
- Review proposed schedule.
- Discuss the deliverables and their format.
- Discuss the desired frequency, contents and format of project updates and invoicing as part of the Consultant's hands-on project management approach.

Task 2: Data Collection.

Based on feedback received from the City, all roads are two-lane roads and there are no roads with 4 or more lanes. Therefore, the survey will only be completed in a single lane and in a single direction on all city- maintained roads. The entire lane area will be surveyed and rated; no sampling will be allowed. The survey mileage is equal to the centerline mileage of 202.5 miles.

Roughness and Rutting.

The pavement roughness (longitudinal profile) and rutting (transverse profile) surveys will be completed at the same time as the surface distress survey using the Consultant's RT3000 vehicle. The RT3000 incorporates an ASTM E950 certified Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) values in both wheel paths.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and will be summarized at 100-foot intervals. All collected data will be tagged with GPS coordinates and linear referencing measurements.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

- Laser Height Sensors that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speed or less.
- Accelerometers that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.

The collected roughness data will be processed and summarized in 100-foot intervals, and an average International Roughness Index (IRI) will be computed for each roadway section, in the final deliverable table. Areas prohibiting measurement of IRI (i.e., speed < 15 mph) will be documented and provided with an override value, based on testing performed on adjacent sections of the same road. IRI results will be processed within the proposed RoadMatrix™ PMS to calculate the Ride Comfort Index (RCI). The RT3000 will also measure transverse profile and rut depths, using laser-based, height-measuring sensors. All rut data will be processed at 100-foot intervals. Average rut values, for both wheel paths, will be provided in the final

deliverable table, and the values will be used in the rating criteria used for rutting in the surface distress evaluations.

Surface Distresses.

The Consultant's Road Tester 3000 (RT3000) shall simultaneously collect pavement condition, GPS, and digital image data streams. It collects all surface condition data, roughness, rutting, and imagery required. It uses sub-systems for the collection of roughness data, ROW imagery, GPS, as well as the Laser Crack Measuring System (LCMS).

Laser Crack Measuring System (LCMS)

The Consultant's LCMS uses laser line projectors, high speed cameras, and advanced optics, to acquire high resolution 30 profiles of the road. This unique 30 vision technology allows for automatic pavement condition assessments of asphalt, porous asphalt, chip seal, and concrete surfaces.

The LCMS acquires both 30 and 20 image data of the road surface with 1 mm resolution, over a 13-foot lane width, at posted speeds up to 60 mph. This data collection technique does not impact road users as the vehicle travels at posted speeds.

The pavement imagery captured by the RT3000 is subsequently post-processed through the Consultant's Imaging Workstation. The Imaging Workstation expedites the distress rating process with built-in tools and synchronized images, from multiple cameras. The software is used to detect and analyze cracks, lane markings, ruts, macro-texture, patches, raveling, and potholes. As a result, each cracking distress is measured, not estimated, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected continuously and summarized at 100-foot intervals.

Some surface deficiencies and distresses (e.g., raveling) are best collected using visual assessment. The Consultant's staff will utilize a specialized keyboard to collect these other distresses when applicable. In the RT3000, the Consultant employs a real-time event-recording keyboard to capture any distress/attribute information that cannot be assessed accurately by the linescan approach. Unlike other vendors, who utilize similar digital collection rating systems (DCRS) as a main component of a windshield style survey, the Consultant's RT3000 technicians do not evaluate and quantify any cracking distresses while driving the streets. Rating cracking by means of a windshield approach, or non-linescan pavement view imagery, has proven to be more subjective, and can yield inconsistent results from year to year. Given the Consultant's experience using various technologies, the Consultant believes the linescan downward imaging objective data process is the best method to ensure consistency and repeatability of the results.

Right-of-way Image Processing

The Consultant uses modern digital video equipment and software available for geo-referenced image collection. With a combination of high-resolution cameras, real-time differential GPS, and a Position Orientation System for Land Vehicles (POS/LV) inertial referencing system, the Consultant is able to collect quality ROW images with accurate (sub-meter) corresponding spatial references.

The ROW images will be collected during the pavement roughness and distress survey for QA/QC work. The images will be further processed in the office to link them to the corresponding road sections for viewing in RoadMatrix™ and GIS.

the Consultant's RT-3000 collects the digital imagery using a 360° camera configuration . The camera configuration includes six (6) high-resolution cameras to collect continuous digital images at a predefined interval (time or distance based) and stores the images in real time.

Each image is tagged with a GPS coordinate, to facilitate easy linkage to each road segment. The resulting image database contains industry standard JPEGs with geo-referenced information and the images are delivered on a USB external hard drive.

Task 3: Data Rating and QA/QC

Distress Rating Protocols

For this Project, pavement distresses will be collected and rated following ASTM 06433 standards: "standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys" The Table below lists the distresses for flexible and rigid pavements.

ASTM 06433 Pavement Distresses

ASTM 06433 Pavement Distresses for Flexible (AC) and Rigid (PCC) Pavements	
Flexible (AC) Pavements	Rigid (PCC) Pavements
➤ Alligator Cracking	➤ Blow Up/Buckling
➤ Bleeding	➤ Corner Break
➤ Block Cracking	➤ Divided Slab
➤ Bumps and Sags	➤ Durability Crack
➤ Corrugation	➤ Faulting
➤ Depression	➤ Joint Seal
➤ Edge Cracking	➤ Lane/Shoulder Drop Off
➤ Joint Reflection Cracking	➤ Linear Cracking
➤ Lane/Shoulder Drop Off	➤ Patching (Large)
➤ Longitudinal and Transverse Cracking	➤ Patching (Small)
➤ Patching and Utility Cut	➤ Polished Aggregate
➤ Patching	➤ Pop outs
➤ Polished Aggregate	➤ Pumping
➤ Potholes	➤ Punchouts
➤ Rutting	➤ Scaling
➤ Shoving	➤ Shrinkage Crack
➤ Slippage Cracking	➤ Spalling Corner
	➤ Spalling Joint

ASTM 06433 Pavement Distresses for Flexible (AC) and Rigid (PCC) Pavements	
Flexible (AC) Pavements	Rigid (PCC) Pavements
➤ Swelling ➤ Weathering ➤ Raveling	

Each defect or distress is measured based on two components: severity and extent. Severity is defined as 'How bad is the defect?' in terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack.

The second component evaluates the extent or 'How much is there?' in terms of the quantity of the surface the defect covers. Examples of measures used for extent would include the number or length of transverse cracks, length of longitudinal cracking, or the pavement area affected by alligator cracking.

The pavement distress data will be summarized such that there will be a maximum of one record for each distress type and severity combination. The surface distress data is collected continuously and will be summarized at 100-foot intervals.

The distress data will be processed and loaded into a RoadMatrix™ database that will be created as part of this project. RoadMatrix™ will be used to calculate the PCI, RCI, and PQI scores for each road segment included in the survey.

QA/QC and Quality Management

The Consultant is proud to hold three ISO certifications: Quality Management (ISO 9001:2008), Environmental Management (ISO 14001:2004), and IT Service Management (ISO 20000-1:2005) that together form an integrated management system. These certifications demonstrate that the Consultant meets the accepted standards of care and diligence in how the Consultant does business relative to global standards in quality, environmental, IT, risk, and project management. The Consultant's system shall provide clarifications around project delivery and client service excellence.

The Consultant employs a strict peer review quality assurance (QA) program that begins at project commencement and continues throughout the life cycle of a project. The QA program is designed to reduce the potential for errors while providing a systematic review of all facets of a project. This formalized project management and review system results in quality project deliverables.

Task 4: PMS Implementation and Present Status Analysis

The Consultant shall implement the Consultant's RoadMatrix™ PMS for the City as part of this Project.

RoadMatrix™ will host the City's street network inventory and will be used to calculate present performance and to predict future performance and recommended work programs.

RoadMatrix™ offers the most flexibility to customize the decision trees, treatments list and deterioration curves for the City. RoadMatrix™ leverages over 30+ years of engineering and research, and software design and development to offer the City a superior software tool to meet all of its pavement management needs. RoadMatrix™ is very customizable, visual, and links seamlessly with ArcGIS for consistent generation of colored maps.

PMS Implementation

The RoadMatrix™ database will be created based on the streets centerline geodatabase that was downloaded from City's GIS homepage, and for which it was used to estimate the length of the City's network, as shown above in Figure 1. The City-maintained roads will be confirmed with the City before finalizing the scope. The City requested that Private Streets should be included in the survey.

The Consultant will implement RoadMatrix™ PMS based on the version of the MS SQL database that the City uses. The Consultant's project manager will discuss with the City's database administrator the requirements and will agree on a certain database format. RoadMatrix™ license covers up to six (6) concurrent users. The City should make available an ESRI license for either ArcMap or ArcGIS Pro for each of the users.

Present Status Analysis

The Consultant will upload the pavement condition data from the 2023/24 survey to RoadMatrix™. Every collected piece of information will be linked to the corresponding RoadMatrix™ section number using the GIS coordinates that will be automatically collected during the automated survey.

RoadMatrix™ models will be used to run present status analysis to calculate the following performance indices:

- Pavement Condition Index (PCI) - Represents the condition of the pavement surface.
- Ride Comfort Index (RCI) - Represents the ride quality (roughness).
- Pavement Quality Index (PQI) - Represents the overall condition of the road. PQI is a function of PCI and RCI. A POI formula will need to be determined after discussing with the City project team.

Task 5: Decision Trees Development Workshop

RoadMatrix™ decision trees were built to be highly customizable. System and user-defined field(s) can be integrated as part of the decision tree and decision-making process.

This one-day onsite workshop includes two main tasks: 1) Treatment List Development; and 2) Decision Trees Logic Development. the Consultant and representatives from the City's engineering and maintenance departments will discuss available treatments that the City has access to and the City's experience with them. A complete list of treatments will be established as a result of the discussion. The list will include maintenance, preventive maintenance, light and heavy rehabilitation treatments, as well as recycling and full replacement treatments.

The second half of the workshop will discuss the logic of when different treatments are applied. As a result, the decision trees logic will be established.

The decision trees will be built based on the finalized treatments list and established decision trees logic and then draft analysis results will be sent to the City to conduct ground truthing on samples of roads to check the reasonableness of the RoadMatrix™ recommendations. The decision trees may need to be fine-tuned before finalizing.

Task 6: RoadMatrix™ Onsite Training

After completing the implementation and installation of RoadMatrix™ on City computers, the Consultant will reach out to the City's project manager to agree on a schedule for delivering two (2) days of RoadMatrix™ training to City staff. Up to six (6) trainees can attend the training. The training will be completed by the Consultant's RoadMatrix™ Expert and pavement specialist Dr. Fadi Jadoun.

This comprehensive training will cover all basic topics in addition to some advanced topics. After the training has been completed, it is anticipated that users will be able to mine performance and attributes data easily as well as create budget scenarios, run analysis, and view results in reports and on GIS maps.

3. Additional Services

The City shall not be responsible or liable for any additional services performed by the Consultant unless such additional services have been approved in writing prior to the performance of the same. The Consultant will perform additional services at a price agreed upon by the parties in writing prior to the performance of such services.

Exhibit "B"
Schedule

The Consultant shall complete the Scope of Services specified in Exhibit "A" in accordance with the following schedule:

<i>Task No.</i>	<i>Description</i>	<i>Completion Date</i>
<i>1</i>	<i>Project Initiation and Management</i>	<i>January 31, 2024</i>
<i>2</i>	<i>Data Collection</i>	<i>January 31, 2024</i>
<i>3</i>	<i>Data Rating and QA/QC</i>	<i>April 30, 2024</i>
<i>4</i>	<i>PMS Implementation and Present Status Analysis</i>	<i>May 31, 2024</i>
<i>5</i>	<i>Decision Trees Development Workshop</i>	<i>May 31, 2024</i>
<i>6</i>	<i>RoadMatrixTM Onsite Training</i>	<i>July 31, 2024</i>

Exhibit "C"
Compensation

Basic Services

The City shall pay the Consultant for basic services as set forth in Exhibit "A" an amount not to exceed SEVENTY-FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$75,250.00) based upon the following:

Task	Task Description	Sub Task	Unit Price	Task Cost
1	Project Initiation and Management	Project Initiation and Setup	Lump Sum	\$1,000
		Project Management	Lump Sum	\$3,750
2	Data Collection	RT3000 Equipment and Crew Mobilization	Lump Sum	\$2,650
		Prepare Survey Maps for Field Crew	Lump Sum	\$3,950
		Surface Distress and Roughness Condition Data Collection for 202.5 survey-miles	\$135/Survey Mile	\$27,337.50
		Collect, process, and link Right-of-Way(ROW) Imagery to individual sections and delivery the images to the City organized by section ID.	Lump Sum	\$3,500
3	Data Rating and QA/QC	Surface Distress and Roughness Condition Data QA/QC and rating for 202.5 survey-miles	\$25/Survey Mile	\$5,062.50
4	PMS Implementation and Present Status Analysis	RoadMatrix™ PMS Setup and Data Loading (one-time setup)	Lump Sum	\$4,500
		Loading Condition Data and Present Status Analysis (PCI, RCI, PQI)	Lump Sum	\$2,000
		Implement the RoadMatrix™-GIS Add-in and provide online or onsite training	Lump Sum	\$5,000
		RoadMatrix™ Annual License entitles the City for free software upgrades and software installation support	Lump Sum	\$4,200
5	Decision Trees Development	Deliver a one-day onsite workshop, build the decision trees and send results to City for ground truthing.	Lump Sum	\$6,800
6	RoadMatrix™ Training	Provide two days of onsite training to up to six (6) trainees.	Lump Sum	\$5,500
Project Total Cost Not-to-Exceed				\$75,250.00

Additional Services

The Consultant will perform additional services at a price agreed upon by the parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Consultant unless such additional services have been approved in writing prior to the performance of the same.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stantec Consulting Services Inc.
Amherst, NY United States

Certificate Number:

2024-1108508

Date Filed:

01/04/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY2024

Pavement Management Survey

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is James R. Hofmann Jr., and my date of birth is 4/16/65.

My address is 7165 HEATH MARKHAM Rd. LIMA NY 14485 US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in MONROE County, State of NEW YORK, on the 4th day of JANUARY, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, James R. Hofmann Jr., the undersigned representative of Stantec Consulting Services Inc. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

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

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 4th day of January, 2024.

Stantec Consulting Services Inc.

Company Name

Signature

Printed Name/Title

James R. Hofmann Jr. / SENIOR PRINCIPAL

STATE OF TEXAS
COUNTY OF HARRIS

Before me, James Hofmann Jr., the undersigned notary public, on this day personally appeared Senior Principal, the Senior Principal (Title) of Stantec Consulting Services Inc. (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 4th day of January, 2024.

LISA C. RINK

Notary Public, State of New York
Monroe County 01BU4968228
My Commission Expires June 18 2026

Notary Public in and for the State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

1/3/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No): INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Berkshire Hathaway Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674 22276
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COVERAGES *N**CERTIFICATE NUMBER:** 20162294**REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	47 - GLO-307584	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	Y	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2023 5/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	Y	47 - UMO-307585	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2023 5/1/2023	5/1/2024 5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: FY2024 PAVEMENT MANAGEMENT SURVEY. THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20162294
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD TX 77546

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

AUTHORIZED REPRESENTATIVE

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STANTEC CONSULTING SERVICES INC.; 1415077



20162294
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE,
FRIENDSWOOD, TX 77546

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **20162294**. **You must reference this Certificate ID number in order for us to complete this process.**

- Ø **Certificate ID: 20162294**
- Ø **Email: kcasu@Lockton.com**
- Ø **Subject Line: ASU E-Delivery**

NOTES:

- Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.
- Your certificates will come via a **secure link** to our database. If you do need a pdf of a certificate, please email kcasu@lockton.com to request one.
- If you received this letter with a certificate via email, no further action on your part is necessary.
- If you no longer need this certificate, please contact us at kcasu@lockton.com, reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

Lockton Companies
Account Services Unit

POLICY NUMBER: 47 - GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 47 - GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT , EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 AM: **5/1/2023**

Forms a part of Policy No.: **47 - GLO-307584**

Issued to: **SEE ATTACHED CERTIFICATE**

By: **Berkshire Hathaway Insurance Company**

PRIMARY NONCONTRIBUTORY – OTHER INSURANCE PROVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
FOLLOW FORM EXCESS LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

The following Condition is added to the policy:

Primary Noncontributory – Other Insurance

The insurance provided by this policy is primary, and will not seek contribution from any insurance available to an additional insured under this policy, provided that:

- (a) The additional insured is a named insured under such other insurance; and
- (a) Prior to an “occurrence” you agreed, in a fully executed written contract or agreement, that this insurance would be primary and would not seek contribution from any insurance available to that additional insured.

All other terms and conditions of this policy remain unchanged.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

ENDORSEMENT

This endorsement, effective 12:01 AM: **5/1/2023**
Forms a part of Policy No.: **47 - GLO-307584**
Issued to: **SEE ATTACHED CERTIFICATE**
By: **Berkshire Hathaway Specialty Insurance Company**

**WAIVER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY POLICY
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

SCHEDULE

Name Of Person Or Organization:

Any person or organization that requires you to waive your rights of recovery, in a written and executed contract or agreement with you that is executed prior to the "occurrence" or "offense".

The following Condition is added to the policy:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written and executed contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above. The **Transfer of Rights of Recovery** condition in the policy is deleted to the extent of the waiver provided in this endorsement for the person or organization shown in the Schedule above. All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J - CAP - 8E086819 (AOS); TJ - BAP - 8E086820; [[CAUPOL3]]
COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: STANTEC CONSULTING SERVICES INC.

Endorsement Effective Date: 5/1/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

CA 04 44 03 10

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB - 3P635310 (AOS); UB - 3P533004 (MA, WI)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

WHERE REQUIRED BY WRITTEN CONTRACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

1/3/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22276 26883
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COVERAGES *N **CERTIFICATE NUMBER:** 20162258 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2023	10/1/2024	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	\$3,000,000 PER LOSS/AGG

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

RE: FY2024 PAVEMENT MANAGEMENT SURVEY. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

20162258
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD TX 77546

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

AUTHORIZED REPRESENTATIVE

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Policy No: 47-EPP-308810

Named Insured: See Attached Certificate

**PROFESSIONAL LIABILITY
WAIVER OF SUBROGATION**

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Insureds' rights of recovery therefore against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, The Insured shall do nothing after a Claim to prejudice such rights.

Concerning any payment under this policy for a loss for which the Insured has waived its right of recovery, prior to a loss, in a contract or agreement with its client, the Underwriter agrees to also waive its rights of recovery. This waiver will apply to a Claim due to the operations undertaken pursuant to the specific contract or agreement in which the Insured waived its right of recovery.

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: January 8, 2024

Date submitted: 11/21/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider an ordinance ordering the City of Friendswood General Election and Special Election to be held on May 4, 2024, for the purpose of (1) electing a Mayor and Councilmembers for Position Nos. 1 and 3; and (2) voting for or against the reauthorization of sales and use tax for street maintenance for another four years.

Originating Department: City Secretary

Degree of importance: Critical.

SUMMARY / ORIGINATING CAUSE

This proposed ordinance calls the City of Friendswood (the "City") General Election for the purpose of electing a mayor and councilmembers for position numbers 1 and 3, and a Special Election for the purpose of voting for or against a proposition to reauthorize the sales and use tax for street maintenance for another four years. Both elections will be held on the May uniform election date of Saturday, May 4, 2024.

The City will contract with Galveston County for elections services related to the May 4th elections; thus, many of the details of the election have not been finalized. However, below is a list of the important dates for the upcoming election:

01/17/2024	First day to file for place on the ballot. A candidate for City Council must meet the requirements noted in the Texas Election Code, Section 141.001 "Eligibility Requirement for Public Office" as well as Section 6.02 "Filing for Office" of the Charter of the City of Friendswood, Texas.
02/16/2024	Last day to file an Application for Place on Ballot at 5:00 P.M. in City Secretary's Office, City Hall.
02/20/2024	Last day for a Write-in Candidate to File for a Place on the Ballot. Filing must be received by the City Secretary's Office no later than 5:00 P.M. Write-In Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall, if needed.
02/23/2024	Last day for Candidacy Withdrawal must be filed with the City Secretary's Office no later than 5:00 P.M. Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall.
04/04/2024	Due date for filing first Report of Campaign Contributions and Expenditures by Opposed Candidate (30 days prior to Election). Deadline to register to vote for the May 4, 2024, Election (must register with the Voter Registrar of the county of residence).
04/23/2024	Last day to apply (by mail or fax) for an early voting ballot to be voted by mail; applications must be received not merely postmarked on this date.
04/22 – 04/30	Early Voting Period by Personal Appearance (schedule may vary by county).

04/26/2024	Due date for filing the second report of Campaign Contributions and Expenditures (8 days prior to election).
05/04/2024	Election Day (7:00 A.M. to 7:00 P.M.)
05/14/2024	Last Day to Canvass the Election, City Council is the canvassing authority that will canvass and declare the results of the election at a council meeting in compliance with the Open Meetings Act.
05/14/2024	Swearing-in of incoming elected officials at a City Council Special Meeting.
Any time after election.	Final report of Campaign Contributions and Expenditures.

The candidate packet with all the forms and information related to this election is available at the following link: <https://www.ci.friendswood.tx.us/702/2024-Candidate-Packet>. All other election-related information will be posted on the City's notice boards and website as the information becomes available.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to properly order the special election would result in the loss of an estimated \$2 million in revenue for the maintenance and repair of existing city streets and sidewalks.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Calling General and Special Elections

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO COUNCILMEMBERS FOR POSITIONS ONE (1) AND THREE (3); ORDERING A SPECIAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024, FOR THE PURPOSE OF REAUTHORIZING THE LOCAL SALES AND USE TAX IN THE CITY OF FRIENDSWOOD AT THE RATE OF THREE-EIGHTHS OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; MAKING OTHER PROVISIONS RELATED TO SUCH ELECTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Friendswood City Council deems that, in accordance with the laws of the State of Texas, a general election should occur on May 4, 2024, for the purpose of electing a Mayor, a Councilmember to Position No. One (1) and a Councilmember to Position No. three (3); and

WHEREAS, the Friendswood City Council deems that, in accordance with the laws of the State of Texas, a special election should occur on May 4, 2024, for the purpose of reauthorizing the local sales and use tax in the City of Friendswood at the rate of three-eighths of one percent to continue providing revenue for maintenance and repair of municipal streets; and

WHEREAS, the Friendswood City Council wishes to proceed with the ordering of such elections and the City Council has determined that holding such elections is in the public interest; and

WHEREAS, the laws of the State of Texas further provide that the Texas Election Code ("Code") is applicable to all general and special municipal elections; and, in order to comply with the Code, an ordinance should be passed establishing the procedures to be followed for the general and special elections to be held on May 4, 2024; NOW THEREFORE,

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

Section 1. General Election. In accordance with the Charter of the City of Friendswood and the laws and the Constitution of the State of Texas, a general election is hereby ordered to be held in and throughout the City of Friendswood on May 4, 2024, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., at which general election all qualified voters of the City of Friendswood, Texas (the "City") may vote for the purpose of electing the following officials of the City:

Mayor;
Councilmember, Position No. 1; and
Councilmember, Position No. 3.

Section 2. Placement on Official Ballot. That any eligible and qualified person may have his/her name printed upon the official ballot as an independent candidate for the office of Mayor or Councilmember by filing a sworn application with the City Secretary of the City of Friendswood no later than 5:00 p.m., February 16, 2024. The form of the sworn application for the candidates for the office of Mayor or Councilmember shall be as set forth by Section 141.031 of the Texas Election Code.

Section 3. Candidate Qualifications. That the qualifications of the Mayor and Councilmembers are as follows:

Office	Qualifications
Mayor and Councilmember	➤ shall be a citizen of the United States of America; ➤ shall be a qualified voter of the State of Texas and the City of Friendswood; ➤ shall have resided for at least twelve (12) months preceding the election within the corporate limits of the City of Friendswood, including territory annexed prior to the filing deadline; ➤ shall be at least 21 years of age; ➤ shall meet the requirements for sponsors stipulated in the Charter; and ➤ shall meet such other requirements as set forth in Chapter 141 of the Texas Election Code and in the Charter of the City of Friendswood, Texas.

Section 4. Ballot for General Election. That the form of the ballot for said general election shall be substantially as follows:

<u>OFFICIAL BALLOT</u> Vote for the candidate of your choice in each race by placing an 'X' or filling in the shape beside the candidate's name. <u>MAYOR</u> <u>COUNCILMEMBER POSITION NO. 1</u> <u>COUNCILMEMBER POSITION NO. 3</u>

Section 5. Placement on/Removal from Ballot. That any person eligible for the office of Mayor or City Councilmember who has filed his/her own sworn application in accordance with the provisions of this ordinance shall have his/her name printed on the official ballot. On or before February 22, 2024, any such person may cause his/her name to be withdrawn by filing, in writing, with the City Secretary, a request to that effect over his/her own signature, duly attested to by a Notary Public. No names so withdrawn shall be printed on the ballot.

Section 6. Determination of Ballots for General Election. The candidates receiving a majority of votes for the position to be filled at such election shall be declared elected.

Section 7. Special Election. In accordance with the Charter of the City of Friendswood and the laws and the Constitution of the State of Texas, a special municipal election of the City of Friendswood, pursuant to Sections 41.001 and 41.031 of the Texas Election Code, shall be held between the hours of seven o'clock (7:00) a.m. and seven o'clock (7:00) p.m. on the 4th day of May, 2024, in the City of Friendswood, Texas, for the purpose of voting for or against the following proposition:

CITY OF FRIENDSWOOD PROPOSITION A

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF FRIENDSWOOD AT THE RATE OF THREE-EIGHTHS OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF

THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

Section 8. Determination of Ballots for Special Election. If the proposition specified in Section 7 hereof is approved by a majority of the qualified voters voting thereon, the local sales and use tax for maintenance and repair of municipal streets shall be reauthorized.

Section 9. Ballot for Special Election. That the form of the ballot for this special election shall be substantially as follows:

<u>OFFICIAL BALLOT</u>	
	<u>CITY OF FRIENDSWOOD PROPOSITION A</u>
	THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF FRIENDSWOOD AT THE RATE OF THREE-EIGHTHS OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.
☐ FOR	
☐ AGAINST	

Section 10. Election Services. That the general election called in Section 1 hereof and the special election called in Section 7 hereof shall be held pursuant to an election services agreement to be entered into with Galveston County.

Section 11. Polling Locations. That the City shall use the polling places along with election officials for the general and special elections ordered in Sections 1 and 7 hereof as designated by Galveston County as further described in Sections 13 and 14 hereinbelow.

Section 12. Voting Equipment. Hart InterCivic Verity equipment shall be used for voting at the designated election precincts, and electronic counting devices and equipment shall be used for counting the ballots at the general and special elections.

Section 13. Early Voting. Each qualified voter who desires to cast an early vote shall be entitled to an official ballot and the right to cast such ballot in accordance with the provisions of the Texas Election Code. Early voting will be conducted by the Early Voting Clerks at the places designated by Galveston County. The location of the main and branch early voting polling places for the City's general and special elections shall be selected by Galveston County, and may include the following locations within the City of Friendswood:

Main Early Voting Polling Location	Branch Early Voting Polling Locations within the City of Friendswood
Galveston County Justice Center 600 59 th St., 1 st Floor Break Room Galveston, TX 77551	First Baptist Friendswood Room 56 202 Heritage Dr. Friendswood, TX 77546
	Village on the Park Town Hall 400 E. Parkwood Friendswood, TX 77546

Hart InterCivic Verity equipment shall be used for early voting by personal appearance. Early voting by personal appearance shall commence on April 22, 2024, and end on April 30, 2024, in accordance with the following schedule:

Monday – Friday, 04/22 – 04/26, 8:00 a.m. – 5:00 p.m.
Monday – Tuesday, 04/29 – 04/30, 7:00 a.m. – 7:00 p.m.

Hart InterCivic Verity equipment shall be used for early voting by mail in Galveston County. Applications for ballots to be voted by mail should be mailed as follows:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
ATTN: Ballots by Mail c/o Dwight Sullivan Galveston County Clerk P. O. Box 17253 Galveston, TX 77552-7253	(409) 765-3249	Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Elections Division 600 59 th St., 2 nd Floor, Suite 2001 Galveston, TX 77551
By email ⁽¹⁾ : absenteeballotapplications@co.galveston.tx.us		
Phone No.: 409-770-5108		Website: http://galvestonvotes.org

⁽¹⁾If an application is sent to the early voting clerk by fax or email, the original application must still be mailed to the address shown above for Regular Mail, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA.

The last day to submit an application for a ballot to the Early Voting Clerk to be voted by mail is April 23, 2024 (received, not postmarked).

Section 14. Election Day Voting. The election day voting by personal appearance will take place on Saturday, May 4, 2024, from 7:00 a.m. to 7:00 p.m. at the polling places selected by Galveston County, which may include the following polling places within the City of Friendswood:

Election Day Polling Locations within the City of Friendswood
First Baptist Friendswood Room 56 202 Heritage Dr. Friendswood, TX 77546
Village on the Park Town Hall 400 E. Parkwood Friendswood, TX 77546

Voters may choose to vote at any designated voting center in Galveston County.

Section 15. Central Counting Stations. The Central Counting Stations to receive and tabulate voted ballots shall be at the locations designated by Galveston County.

Section 16. Election Notice. The general and special elections shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In the general and special elections, the Mayor and the City Secretary of the City of Friendswood shall do and perform each act as required to

be done and performed respectively by the County Judge and the County Clerk of the Commissioners' Court. The notice of the general and special elections shall be given by posting a substantial copy of this election ordinance at City Hall not later than the 21st day prior to the date set for the election; and a substantial copy of this election ordinance also shall be published at least once in a newspaper of general circulation published in the City, the date of the publication to be not more than 30 days and not less than 10 days prior to the date set for the general and special elections. Notice of the general and special elections shall also be provided to the Galveston County Clerk not later than the 60th day before the date of the election ordered herein.

Section 17. Further Action. The City Secretary is further authorized to give or cause to be given notices required for the general and special elections, and to take such other and further action as is required to conduct such election in compliance with the Texas Election Code.

Section 18. Compliance with Law. In all matters relating to the ordering, giving notice, and holding the general and special elections, the City shall comply with the applicable parts of the Texas Election Code, including Chapter 272 of the Texas Election Code pertaining to bilingual requirements, and the Federal Voting Rights Act of 1965, as amended.

Section 19. Effective Date. 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 8th day of January, 2024.

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: January 8, 2024

Date submitted: 10/03/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance:

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. XII
2. FY23 BA XII Exhibit A 01-08-2024
3. FY23 BA XII Exhibit B 01-08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, BY APPROVING "BUDGET AMENDMENT XII" 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. 2022-19, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2022-23"; 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 2022-23; 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 2022-23," is hereby amended for municipal purposes as shown on "Budget Amendment XII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment XII 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 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

City of Friendswood
Budget Amendment Summary
Fiscal Year 2022 – 2023
Budget Amendment XII – Exhibit A
January 8, 2024

1. **Forest Bend Detention Pond – Construction Pay Application #11 and #12, \$384,200.** Appropriate advance funding for Jerdon Enterprise Pay Application # 11 and #12 for the construction of the Forest Bend Detention Pond. The City applied for and was awarded a reimbursement grant through the 2017 Community Development Block Grant – Disaster Recovery with Harris County to engineer and construct offline detention in coordination with Forest Bend Homeowners Association. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the grantor.
2. **Homeland Security Grant Program – State Homeland Security Program (SHSP), \$11,158.** Appropriate grant funds received from the Homeland Security Grant Program-SHSP for the purchase of active attack emergency medical equipment. The grant was awarded to the City of Friendswood in October 2022. The funding will reimburse the Fire Marshal's operating budget.
3. **Transfer to W&S Revenue Debt Service Fund, \$150,000.** Appropriate funds to the Water & Sewer Revenue Debt Service Fund to cover the shortage in sewer impact fees in fiscal year 2023. Impact fees are transferred to the Water and Sewer Revenue Debt Service Fund to make principal and interest payments on the sewer revenue bonds issued to construct new sewer system improvements. Impact fees collected were less than budgeted. Therefore, funds will be appropriated from Water and Sewer Working Capital to allow the City to meet debt service requirements.
4. **Court Ordered Restitution, \$1,020.** Court ordered restitution was received by the City of Friendswood to compensate for damages to several city park facilities. The funds will be appropriated to the Parks and Recreation department's operating maintenance account to reimburse the cost of repairs.
5. **Automated Water Meters – Water Meters & Antennas, \$131,326.** Appropriate funds to purchase additional water meters and antennas. These water meters will be used for new home construction as well as replacements for any defective meters. The meters will be the same model as those currently being installed. Funds will be appropriated from Water and Sewer Working Capital.
6. **Administrative Services – Credit Card Processing, \$24,049.** Appropriate credit card fee revenue above budgeted amount to offset credit card processing expenses. Funds will be appropriated to the Utility Billing credit card fees expense account.
7. **Animal Control – Vehicle Replacement, \$21,815.** Appropriate funds to cover the cost of a replacement vehicle for AC10. The vehicle was in the care of the dealership for repairs for an abnormal length of time. A settlement was reached for the vehicle to be replaced. Funds will be appropriated from the Vehicle Replacement Fund's unassigned fund balance.
8. **Public Safety Building Expansion Project, \$216,544.** Appropriate funds for a change order related to additional facility maintenance items at the Public Safety Building Expansion Project. The original contract with Core Construction was approved at the January 10, 2022, City Council meeting. The funding source will be salary savings from vacancies in multiple Police Department divisions during fiscal year 2023.
9. **Parks & Recreation – Bench at Lake Friendswood, \$1,213.** Appropriate donation received from Wendt Family for a Memorial Bench at Lake Friendswood. Funds will be appropriated to the Parks division's operating equipment account.

10. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$9,958.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Blackhawk Emergency Shelter. The City received a reimbursement of \$9,958 for engineering services. Advance funding for engineering services was originally approved at the August 2, 2021 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
11. **2017 CDBG-DR (Galveston County) – Deepwood Acquisitions, \$325,349.** Appropriate grant funds received from the CDBG-DR (Galveston County) grant program for the Deepwood Acquisition Project. The City received \$325,349 for the purchase of 8 properties on Deepwood Drive. These properties were acquired in June 2023.
12. **2017 CDBG-DR (Galveston County) – Moss Point Relocations, \$12,000.** Appropriate grant funds received from the CDBG-DR (Galveston County) grant program for relocation costs as part of the Frenchman's Creek Flood Control project. The City received \$12,000 for relocation services provided by Jeffrey S. Ward.
13. **Frenchman's Creek Flood Control – Relocation and Demolition, \$10,382.** Appropriate funds to cover the relocation and demolition costs related to the Frenchman's Creek Flood Control Project. Funds will be appropriated from the rental income collected from tenants at these properties subsequent to the City taking ownership.
14. **Frenchman's Creek Flood Control - Demolitions, \$135,428.** Appropriate advance funding of \$135,428 for demolition services awarded to Grant Mackay Company at the June 5, 2023 City Council meeting. The City applied for and was awarded a reimbursement grant through the 2017 Community Development Grant – Disaster Recovery with Galveston County. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received.
15. **Automated Meters – Core & Main, \$55,044.** Appropriate funds to cover the software used with the automated metering infrastructure system. Neptune 360 is the internal software used by Utility Billing to obtain readings each billing cycle and to monitor customer usage. Water Smart software allows the city's utility customers to view account data and manage their water use. Funds will be appropriated from Water and Sewer Working Capital to the Utility Customer Service's contract services account.
16. **Blackhawk Emergency Shelter – Construction Contract, \$914,000.** Appropriate funds for the construction of the Blackhawk Emergency Shelter. The contract was awarded to Construction Masters of Houston at the September 11, 2023 City Council meeting. The total contract award is \$914,000. The funding for the project will be appropriated as follows: \$758,278 from unassigned general fund balance, \$92,000 from water and sewer working capital and \$63,722 from the 2020 GO bond funds. Of the \$758,278 being funded with unassigned general fund balance, \$471,560 is expected to be reimbursed by the 2017 CDBG-Disaster Recovery grant with Harris County. Once grant funding is received, unassigned general fund balance will be reimbursed.
17. **Public Works – City of Houston Water Purchases and CIP, \$345,115.** Appropriate funds to cover the cost of purchased water and additional construction costs in excess of budget. The City experienced unusually high water usage in FY2023 due to drought conditions. The funds will be appropriated from water and sewer working capital to the purchased water account and the COH-SEWPP capital improvements account.
18. **Frenchman's Creek Flood Control - Relocations \$16,681.** Appropriate advance funding of \$16,681 for relocating residents at 142 & 144 Moss Point as part of the Frenchman Creek Flood Control Project. The City applied for and was awarded a reimbursement grant through the 2017 Community Development Grant – Disaster Recovery with Galveston County. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received.

City of Friendswood				
January 8, 2024				
2022-2023 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-10199		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay app 11 & 12 for construction of Forest Bend Detention Pond	(384,200)
1	001-14028		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay app 11 & 12 for construction of Forest Bend Detention Pond	384,200
1	123-26010		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay app 11 & 12 for construction of Forest Bend Detention Pond	(384,200)
1	123-10199		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay app 11 & 12 for construction of Forest Bend Detention Pond	384,200
2	001-0000-33136		Appropriate Homeland Security Grant Program proceeds for the purchase of EMS Equipment	(11,158)
2	001-2501-422.5400		Appropriate Homeland Security Grant Program proceeds for the purchase of EMS Equipment	11,158
3	401-0000-30600		Appropriate Water and Sewer Working Capital to the Debt Service Fund to cover sewer impact fee shortage	(150,000)
3	401-9002-491.9149		Appropriate Water and Sewer Working Capital to the Debt Service Fund to cover sewer impact fee shortage	150,000
3	490-0000-39137		Appropriate Water and Sewer Working Capital to the Debt Service Fund to cover sewer impact fee shortage	(150,000)
3	490-0000-30600		Appropriate Water and Sewer Working Capital to the Debt Service Fund to cover sewer impact fee shortage	150,000
4	001-0000-38300		Appropriate court-ordered restitution checks to reimburse the cost of vandalism at multiple city parks	(1,020)
4	001-6430-456.6400		Appropriate court-ordered restitution checks to reimburse the cost of vandalism at multiple city parks	1,020
5	401-0000-30600		Appropriate water and sewer working capital for the purchase of water meters and antennas	(131,326)
5	401-3655-434.5475		Appropriate water and sewer working capital for the purchase of water meters and antennas	131,326
6	401-0000-34010		Appropriate credit card fee revenue to offset credit card processing fee expenses	(24,049)
6	401-0401-415.7802		Appropriate credit card fee revenue to offset credit card processing fee expenses	24,049
7	301-0000-01000		Appropriate Vehicle Replacement Funds for replacement of AC10	(21,815)
7	301-0501-441.8300	AC12	Appropriate Vehicle Replacement Funds for replacement of AC10	21,815
8	001-2110-421.4110		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work	(29,800)
8	001-2110-421.4810		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work	(26,900)
8	001-2130-421.4110		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work	(70,600)
8	001-2130-421.4130		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work	(68,300)
8	001-2130-421.4145		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work	(12,400)
8	001-2130-421.4810		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work	(8,544)
8	001-7001-421.8140		Pool funding from department savings for PSB Expansion Core Construction Change Order # 6 - Additional Work - Ceiling Tiles, Carpets, Wall Covering	216,544
9	001-0000-38600		Appropriate directed donation for Memorial Bench at Lake Friendswood	(1,213)
9	001-6430-458.5800	PK0095	Appropriate directed donation for Memorial Bench at Lake Friendswood	1,213
10	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	(9,958)
10	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	9,958
10	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	(9,958)
10	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for the Blackhawk Emergency Shelter	9,958
11	124-0000-33100		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds for Deepwood Acquisitions	(325,349)
11	124-7001-431.8120		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds for Deepwood Acquisitions	325,349
12	124-0000-33100		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds for Moss Point Relocations	(12,000)
12	124-7001-431.7450		Appropriate 2017 CDBG-DR (Galveston County) grant proceeds for Moss Point Relocations	12,000
13	124-0000-30500		Appropriate 2017 CDBG-DR (Galveston County) fund balance for relocation and demolition costs - rental income collected in FY22	(8,700)
13	124-0000-37110		Appropriate 2017 CDBG-DR (Galveston County) lease revenue for relocation and demolition costs- rental income collected in FY23	(1,682)
13	124-7001-431.7450		Appropriate 2017 CDBG-DR (Galveston County) funds for relocation costs	5,000
13	124-7001-731.7800		Appropriate 2017 CDBG-DR (Galveston County) funds for demolition costs	4,627
13	124-7001-431.7400		Appropriate 2017 CDBG-DR (Galveston County) funds for relocation costs	255
13	124-7001-431.7805		Appropriate 2017 CDBG-DR (Galveston County) funds for demolition costs	500
14	001-10199		Due from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek demolition costs	(135,428)
14	001-14028		Due from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek demolition costs	135,428

City of Friendswood				
January 8, 2024				
2022-2023 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
14	124-26010		Due to General Fund for advance funding from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek demolition costs	(135,428)
14	124-10199		Due to General Fund for advance funding from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek demolition costs	135,428
15	401-0000-30600		Appropriate water and sewer working capital for Neptune 360 and WaterSmart software maintenance	(55,044)
15	401-3648-434.7800		Appropriate water and sewer working capital for Neptune 360 and WaterSmart software maintenance	55,044
16	001-0000-30500		Appropriate Unassigned General Fund Balance for Blackhawk Emergency Shelter Construction	(286,718)
16	001-7001-419.8591		Appropriate Unassigned General Fund Balance for Blackhawk Emergency Shelter Construction	286,718
16	401-0000-30600		Appropriate Water and Sewer Working Capital for Blackhawk Emergency Shelter Construction	(92,000)
16	401-7001-419.8591		Appropriate Water and Sewer Working Capital for Blackhawk Emergency Shelter Construction	92,000
16	256-0000-30100		Appropriate 2020 GO Bond Proceeds for Blackhawk Emergency Shelter Construction	(63,722)
16	256-7001-419.8591		Appropriate 2020 GO Bond Proceeds for Blackhawk Emergency Shelter Construction	63,722
16	001-10199		Due from 2017 CDBG-DR Harris County grant for advanced funding for Blackhawk Emergency Shelter Construction	(471,560)
16	001-14028		Due from 2017 CDBG-DR Harris County grant for advanced funding for Blackhawk Emergency Shelter Construction	471,560
16	123-26010		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for advanced funding for Blackhawk Emergency Shelter	(471,560)
16	123-10199		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for advanced funding for Blackhawk Emergency Shelter	471,560
17	401-0000-30600		Appropriate water and sewer working capital for City of Houston Surface Water Purchase and CIP invoices for FY23 in excess of budget	(345,115)
17	401-3655-434.7471		Appropriate water and sewer working capital for City of Houston Surface Water Purchase for FY23 invoices in excess of budget	279,574
17	401-3655-434.9343		Appropriate water and sewer working capital for City of Houston CIP for FY23 invoices in excess of budget	65,541
18	001-10199		Due from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek relocation costs	(16,681)
18	001-14028		Due from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek relocation costs	16,681
18	124-26010		Due to General Fund for advance funding from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek relocation costs	(16,681)
18	124-10199		Due to General Fund for advance funding from 2017 CDBG-DR (Galveston County) grant for advanced funding for Frenchman's Creek relocation costs	16,681

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: January 8, 2024

Date submitted: 12/05/2023

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 II" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance:

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. II
2. FY24 BA II Exhibit A 01-08-2024
3. FY24 BA II Exhibit B 01-08-2024

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 II" 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 II" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment II 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 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2023-2024
Budget Amendment II
January 8, 2024**

1. **Prior Year Encumbrance, \$17,472,629.** Appropriate funds for purchase orders issued in fiscal year 2022-23 and outstanding at fiscal year-end, September 30, 2023. Goods and services for these purchase orders will be received and expensed in fiscal year 2023-24.
2. **Unencumbered Capital, \$4,179,573.** Re-appropriate funds budgeted for capital expenditures in fiscal year 2022-23; but not expensed at fiscal year-end September 30, 2023. Goods and services will be received and expensed in fiscal year 2023-24. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
3. **Parks & Recreation Department – Insurance Reimbursement, \$1,650.** Appropriate insurance reimbursement received from Farmers Insurance for damage to the Liberty Tree and surrounding landscape. Funds will be appropriated to the Parks division’s operating maintenance account.
4. **Police Department – Insurance Reimbursement, \$20,625.** Appropriate insurance reimbursement from TML-IRP for the replacement of P430 which was totaled in an accident in FY2022-23. Funds will be appropriated to the Vehicle Replacement Fund’s Police Department vehicles account.
5. **Forest Bend Detention Pond – Construction Security, \$4,800.** Appropriate funds to cover construction site security at Forest Bend Detention Pond. Vandalism and destruction of work performed during construction is a problem at Forest Bend Detention Pond. These funds will cover site security with continuous video surveillance and monitoring for the remainder of the construction. The funding source will be unassigned general fund balance.
6. **HMGP Buyout Grant Reimbursement, \$164,143.** Appropriate grant funds received from the Hazard Mitigation Grant Program for Hurricane Harvey buyout properties. The City received \$122,668 for the acquisition, demolition and assessments of 807 Penn and 1204 Myrtlewood. The remaining amount of \$41,475 was received for grant management services. Advance funding for these purchases were originally approved at the December 2, 2019, June 1, 2020, January 11, 2021, and September 13, 2021, City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.
7. **Friendswood Public Library Mobile Shelving, \$12,045.** Appropriate donation received from Friends of the Library for the purchase of mobile shelving. Funds will be appropriated to the Library Services operating equipment account.
8. **Park Land Dedication Fund – Flock Cameras, \$6,500.** Appropriate funds to purchase Flock cameras for Stevenson Park and Lake Friendswood. There have been numerous vehicle break-ins at these two parks. These cameras have the ability to read license plates and will be beneficial in catching those committing crimes. The funding source will be from the Park Land Dedication Fund.
9. **Park Land Dedication Fund – Turf Project, \$28,000.** Appropriate funds for the turf project at the Corporal Steven Schulz Sportsark. The current dirt areas have worn down and are very difficult for adult sports play. Therefore, turf circles of 23’ are being provided at home plate on the four adult fields. The funding source will be from the Park Land Dedication Fund.

10. **Utility Cost of Service and Rate Study – Willdan Financial Services, \$33,705.** Appropriate funding for a consulting firm to conduct an independent utility cost of service and rate study. Completion of this study will ensure the City's utility rates are adequate to provide revenue for operations, debt service, and capital improvements. The funding source will be water and sewer fund working capital.
11. **Whitcomb Inline/Offline Detention – Property Appraisal, \$3,200.** Appropriate funding for a property appraisal. Clear Creek Independent School District will deed 14 acres of undeveloped property to the City that will be incorporated into the Whitcomb Inline/Offline Detention drainage project. A property appraisal will be completed as part of this transaction. The funding source will be unassigned general fund balance.

City of Friendswood						
January 8, 2024						
2023-2024 Budget Amendment II - Exhibit B						
BA Number	Account Number	Project Number	Vendor		Description	Amount
1	001-0000-30200		Prior Year Encumbrances - General Fund			(3,891,673)
1	001-2120-421.5200		23002818	Precision Delta Corporation	Ammunition Order	1,077
1	001-2110-421.7400		23003301	Barbara Blanchard	Notary Stamp	41
1	001-6460-419.6600		23003367	Genaro Buenrostro, Jr.	Partial Parking Lot Replacement	32,000
1	001-0716-419.7720		23003334	Carahsoft Technology Corp	Project Management Software	29,962
1	001-7001-419.8400		23003400	Lighthouse Video Surveillance	Blackhawk Facility - Security Camera System	49,253
1	001-6460-419.8800		23002755	Star Service, Inc.	7.5 Ton A/C Replacement	32,305
1	001-6460-419.8800		23002794	Star Service, Inc.	A/C Replacement	31,532
1	001-2120-421.5200		23002819	Ultimate Training Munitions	Simunation Training Rounds	3,053
1	001-2120-421.8800		23003045	Motorola Solutions, Inc	Motorla APX800 Portable Radios	24,712
1	001-2120-421.5200		23003080	Galls, LLC	School Crossing Guard Uniforms	717
1	001-6430-456.5800		23003109	K. Hanes, Incorporated	Park Trash Cans	4,526
1	001-2110-421.6800		23003167	Crescent Engineering	Siren Pole Removal	47,100
1	001-2101-421.7400		23003265	Network Cabling Service	PSB Wireless Cabling Project	5,308
1	001-6430-456.7400		23003299	Coastal Group Roofing	Sidewalk Repair at Lake Friendswood	4,900
1	001-6430-456.6400		23003364	Coastal Group Roofing	Library Awning Repair	3,400
1	001-0801-411.5400		24000159	Citibank	Wall Clock	22
1	001-7001-431.8581		23000231	HDR Engineering, Inc.	Blackhawk Blvd Reconst. Phase 2-B	35,457
1	001-7001-419.8120		23000787	Construction Masters of Houston	Blackhawk Building Renovations	518,972
1	001-7001-419.8400		23000787	Construction Masters of Houston	Blackhawk Building Reno C/O#1 A/V Equip & Installation	16,478
1	001-6310-459.5482		23001552	Baker & Taylor, Inc.	Book Order	18
1	001-6310-459.5482		23001773	Baker & Taylor, Inc.	Book Order	590
1	001-7001-431.8511		23002151	Triple B Services, LLP	Blackhawk Blvd Reconst. Phase 2-B	1,200,000
1	001-6310-459.5482		23002168	Baker & Taylor, Inc.	Book Order	134
1	001-6310-459.5482		23002251	Baker & Taylor, Inc.	Book Order	260
1	001-6310-459.5482		23002379	Baker & Taylor, Inc.	Book Order	238
1	001-6310-459.5482		23002509	Baker & Taylor, Inc.	Book Order	34
1	001-6310-459.5482		23002598	Baker & Taylor, Inc.	Book Order	129
1	001-6310-459.5482		23002612	Baker & Taylor, Inc.	Book Order	157
1	001-6430-456.8200		23002706	Paragon SCI, LP	Stevenson and Centennial Court Resurfacing	86,000
1	001-6310-459.5482		23002727	Baker & Taylor, Inc.	Book Order	134
1	001-6310-459.5482		23002828	Baker & Taylor, Inc.	Book Order	214
1	001-6310-459.5487		23002829	Baker & Taylor, Inc.	Music Order	31
1	001-6310-459.5482		23003031	Baker & Taylor, Inc.	Book Order	616
1	001-6310-459.5482		23003057	Baker & Taylor, Inc.	Book Order	132
1	001-2120-421.5200		23003072	Galls, LLC	Uniforms - New Officer	1,795
1	001-6310-459.5484		23003085	Baker & Taylor, Inc.	DVD Order	72
1	001-6310-459.8482		23003144	Baker & Taylor, Inc.	Book Order	387
1	001-6310-459.8482		23003239	Baker & Taylor, Inc.	Book Order	654
1	001-6310-459.8482		23003354	Baker & Taylor, Inc.	Book Order	2,700
1	001-2101-421.7400		23003426	Panasonic Connect North	MDC Repair	721
1	001-6310-459.5482		23000018	Ingram Library Services	Books Standing Order	750
1	001-6310-459.5482		23002008	Baker & Taylor, Inc.	Book Order	27
1	001-7001-422.8591		23000148-R1	Zero Six Consulting	Envelope Testing at Fire Station # 2	2,559
1	001-7001-431.8512		23002754	Electrotechnics Corporation	School Zone Signs/Lights	26,293

City of Friendswood						
January 8, 2024						
2023-2024 Budget Amendment II - Exhibit B						
BA Number	Account Number	Project Number	Vendor		Description	Amount
1	001-6430-456.6400		23002847	Lone Star Recreation Of Texas	Playground repairs at Stevenson Park	9,859
1	001-3610-431.6520		23003353	Fonseca Concrete Repairs	Streets/Sidewalk Repairs at Autumn Creek Subdivision	23,962
1	001-6430-456.6400		23003363	Coastal Group Roofing	Clean and Stain Lake Friendswood Boardwalk	12,500
1	001-2101-421.8800		22002386-R1	Motorola Solutions, Inc	Watcguard Integration to CAD/RMS	14,400
1	001-0716-419.7720		22002600-R1	Newedge Services, LLC	Cityworks Implementation	5,985
1	001-2101-421.7800		23000507	Integrated Computer Systems	Integrated Safe Response - Schools	73,800
1	001-7001-419.8600		22002836-R1	Brian Hancock	AV System Design PSB Expansion	750
1	001-2207-422.8800		23002418	Sterling McCall Ford	EMS Ambulance Chassis	300,200
1	001-6310-459.5482		23002309	Baker & Taylor, Inc.	Book Order	252
1	001-2110-421.5200		23002877	Galls, LLC	Communication's Polos	92
1	001-0401-415-7140		23002942	Gabriel Roeder Smith & Company	OPEB Valuation and GASB 75 Disclosure, Engagement	6,766
1	001-6310-459.5482		23003030	Baker & Taylor, Inc.	Book Order	72
1	001-2110-421.5200		23003118	Galls, LLC	Dispatch Uniform	138
1	001-2110-421.5200		23003119	Galls, LLC	Dispatch Uniform	138
1	001-2120-421.5200		23003156	Galls, LLC	Patrol Uniform Replacements	244
1	001-6430-456.5800		23003292	K. Hanes, Incorporated	Dedication Bench	1,213
1	001-2101-421.5800		23003344	Texas Department of Criminal Justice	Chairs for Patrol and CID	20,340
1	001-6310-459.7400		23003346	Advantage Archives, LLC	Newspaper Digitization	203
1	001-3528-424.7800		23003358	Cahoon Consulting	CRS Consulting	9,100
1	001-6460-419.6600		23003366	RJT Commercial, Inc.	Foundation Repair	20,757
1	001-0401-415.7800		23003411	APTIM Corp.	Grant Procurement Analysis Services	21,250
1	001-6430-456.8200		21002446-R2	Republic Masonry & Fencing	Centennial Park Wall	24,072
1	001-2101-421.8800		22001386-R1	Tyler Technologies, Inc.	Tyler Brazos Solution	21,919
1	001-0716-419.8800		23000592	Lighthouse Video Surveillance	Access Control Upgrade Project	22,500
1	001-6460-419.6600		23002284	Loftin Equipment Company	Repairs to Emergency Generator	2,310
1	001-6430-456.6210		23002758	Manor Maintenance, Inc.	Repairs to Damaged Median	5,329
1	001-2501-422.5200		23002798	Galls, LLC	Admin Uniform	90
1	001-6460-419.6801		23003315	Loftin Equipment Company	Repairs to Emergency Generator	2,518
1	001-6460-419.6600		23003331	Star Service, Inc.	Server Room A/C Replacement	26,144
1	001-6430-456.8800		23003332	Grainger, Inc	Vertical Personnel Lift	10,257
1	001-6460-419.6600		23003333	Construction Masters of Houston	Security Perimeter Wall Repair at PSB	119,841
1	001-6430-456.8800		23003357	Emergency Fleet Service	Blue and Amber Light Bars	6,654
1	001-6460-419.6600		23003359	Flooring Source LLC	PSB Repairs and Maintenance	47,500
1	001-7001-422.8591		22001075-R1	Christensen Building Group	Fire Station # 2 Change Orders	34,935
1	001-7001-419.8600		22001075-R1	Christensen Building Group	Fire Station # 2 Change Orders	13,392
1	001-0401-415.7120		23000990	Whitley Penn	Interim Audit Services	6,468
1	001-2120-421.5400		23003243	W.S Darley & Co	Drone Batteries	2,260
1	001-6460-419.6600		23003368	Construction Masters of Houston	City Hall Soffit Replacement	46,648
1	001-7001-419.8591		23003386	Construction Masters of Houston	Blackhawk Emergency Shelter Construction	286,718
1	001-7001-431.8582		21002784	PGAL, Inc.	Blackhawk Emergency Shelter Design Services	21,075
1	001-7001-421.8140		22001099-R1	Core Construction	PSB Expansion Change Orders 6b, 6c, 6d	245,078
1	001-7001-419.8600		23000887	Texas Department of Criminal Justice	PSB FF&E	947
1	001-3770-431.7800		23001403	Lesak Enterprises, LLC	Survey for Easement Agreement	975
1	001-7001-419.8600		23001764	Texas Department of Criminal Justice	PSB FF&E	856
1	001-7001-419.8600		23002424	Municipal Emergency Services	Air Compressor for FS#2	69,841

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BA Number	Account Number	Project Number	Vendor		Description	Amount
1	001-7001-419.8400		23002580	Hallmark Office Products	Blackhawk FF&E - Office Furniture	46,119
1	001-7001-419.8400		23003151	Hallmark Office Products	Blackhawk FF&E - Office Furniture	9,514
1	001-7001-419.8600		23003381	Texas Department of Criminal Justice	PSB FF&E	833
1	001-7001-431.8512		23003382	Radarsign, LLC	2-Solar Radar Speed Limit Signs	10,220
1	001-7001-422.6610		22001116-R1	Greenscapes Six, LLC	Millings Placement Temporary Fire Station	4,560
1	001-7001-419.8600		23001625	Acerra Technologies, Inc.	PSB - FFE Training and Conf Room AV	13,568
1	001-7001-431.8512		23002789	Pavecon LTD Co	FY23 Striping Maintenance	65,615
1	001-0716-419.7720		22002761-R1	MCCi	Laserfische Project	35,438
1	102-0000-30200		Prior Year Encumbrances - Police Investigation Fund			(6,297)
1	102-2130-421.8800		23001445	Texas Department of Criminal Justice	Evidence Room Equipment	6,297
1	123-0000-30200		Prior Year Encumbrances - CDBG-DR (Harris County County)			(5,472)
1	123-7001-431.7130		21000133-R1	RPS Infrastructure, Inc.	Eng/Arch Serv - Forest Bend Detention Pond	5,472
1	124-0000-30200		Prior Year Encumbrances - CDBG-DR (Galveston County)			(58,510)
1	124-7001-431.7130		22000235-R1	Fiveengineering	Deepwood Flood Control Project	36,632
1	124-7001-431.7805		23002604	Grant Mackkay Company	Frenchman's Creek Demolition	5,227
1	124-7001-431.7130		21000882-R2	Kimley-Horn and Associates	Utility Relocate @ Clear Creek Utility Bridge	16,650
1	150-0000-30200		Prior Year Encumbrances - Municipal Court Fund			(12,277)
1	150-0409-412.5800		23000665	Tyler Technologies, Inc	Tyler Payments Credit Card System	2,127
1	150-0409-412.8800		23000592	Lighthouse Video Surveillance	Access Control Upgrade Project - Court	10,150
1	170-0000-30200		Prior Year Encumbrances - Street Maintenance Fund			(595,658)
1	170-7001-431.8511		23002151	Triple B Services, LLP	Blackhawk Blvd Reconst - Phase 2-B	565,445
	170-7001-431.8511		23002289	Paradigm Consulting	Blackhawk Blvd Reconst - Phase 2-B Materials Testing	30,213
1	175-0000-30200		Prior Year Encumbrances - Economic Development Fund			(1,870,638)
1	175-7001-419.7800		22002893-R1	Pfeiffer & Son, LTD	FM 518 Illumination Installation	1,866,800
1	175-0303-419.7800		21000530-R3	Gandy Squared Lighting Design	FDEDC-Final Lighting Plan	3,838
1	254-0000-30200		Prior Year Encumbrances - 2016 G.O. Bonds			(44,780)
1	254-7001-456.8582		21000654-R2	Edminster, Hinshaw, Russ	Parks Master Plan Update Services	44,780
1	256-0000-30200		Prior Year Encumbrances - 2020 G.O. Bonds			(74,637)
1	256-7001-419.8591		23003386	Construction Masters of Houston	Blackhawk Emergency Shelter Construction	63,722
	256-7001-419.8582		23002914-R2	PGAL, Inc.	Blackhawk Renovation Design Services	10,915
1	257-7001-30200		Prior Year Encumbrances - 2021 G.O. Bonds			(146,894)
1	257-7001-419.8591		22001075-R1	Christensen Building Group	Fire Station # 2 Construction	44,072
1	257-7001-419.8582		21001820-R2	PGAL, Inc.	Fire Station # 2 Design Services	12,051
1	257-7001-419.8582		21001821-R2	PGAL, Inc.	Public Safety Expansion Design Services	4,500
1	257-7001-419.8591		22001099-R1	Core Construction	Public Safety Expansion - Change Order # 6a	21,675
1	257-7001-431.8591		22002556-R1	Jerdon Enterprises	Forest Bend Detention Pond Construction	54,062
1	257-7001-419.8597		22001205-R1	Paradigm, Inc.	Fire Station #2 Materials Testing	10,534
1	301-0000-30200		Prior Year Encumbrances - Vehicle Replacement Fund			(194,944)
1	301-0501-456.8300		23003065	Grapevine DCJ, LLC	P&R Vehicle: Replacement of CS12 2023 Ram 2500	59,641
1	301-0501-421.8300		23002109	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P336	8,806
1	301-0501-421.8300		23002415	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P436	13,575

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BA Number	Account Number	Project Number	Vendor		Description	Amount
1	301-0501-421.8300		23002419	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P431	19,003
1	301-0501-421.8300		23002420	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P432	16,966
1	301-0501-421.8300		23002422	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P434	15,053
1	301-0501-421.8300		23002421	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P433	15,053
1	301-0501-421.8300		23002423	MAL Technologies Fleet, LLC	Police Vehicle: Upfit of P435	15,355
1	301-0501-422.8300		23002269	MAL Technologies Fleet, LLC	Fire Marhsal's Office: Upfit of Vehicle	14,677
1	301-0501-441.8300		23003438	Ron Carter Ford	2023 FORD - Settlement	16,815
1	401-0000-30200		Prior Year Encumbrances - Water Sewer Fund			(4,462,354)
1	401-7001-433.8552	LS2020MIT	20003230-R3	FiveEngineering	2020 Lift Station Mitigations	54,013
1	401-3655-434.6543		23003026	Evolution AC and Heating	AC Replacement at SWS # 2	14,439
1	401-7001-433.8120		23000787	Construction Masters of Houston	Blackhawk Building Renovations	535,337
1	401-3650-434.7800		23001862	Freese & Nichols, Inc.	Impact Fee Update: Water & Wastewater	8,515
1	401-3651-433.7800		23001862	Freese & Nichols, Inc.	Impact Fee Update: Water & Wastewater	8,515
1	401-7001-434.8541		23002151	Triple B Services, LLP	Blackhawk Blvd Reconst - Phase 2-B Waterline	39,660
1	401-3650-434.5800		23002318	Fortiline Waterworks	Valve Locks	416
1	401-3655-434.5475		23002865	Core & Main LP	Meter Boxes and Lids	720
1	401-3655-434.5475		23003432	Core & Main LP	Water Meters	131,326
1	401-3651-433.5800		23003320	NTS Mikedon, LLC	Traffic Cones	1,830
1	401-3650-434.5800		23003320	NTS Mikedon, LLC	Traffic Cones	1,830
1	401-7001-434.8600		23002269	Topjet Sales, Inc	Ice Machine	7,000
1	401-0401-415.5800		23002155	Tyler Technologies, Inc	UB Cashiering Credit Card Machines	1,418
1	401-7001-433.8552		23001117	Mcdonald Muncpal and Industrial	Harvey Lift Station Repair & Mitigation	353,012
1	401-7001-433.8400		23002154	Soap Engineering, LLC	Scada Upgrade	43,470
1	401-3650-434.6541		23003374	Fonseca Concrete Repairs	Driveway, Street & Sidewalk Repairs	13,500
1	401-3656-433.7473		20003840-R3	Gulf Coast Authority	Blackhawk WWTP Re-Rating	348,795
1	401-3656-433.7473		21000839-R2	Gulf Coast Authority	Blackhawk WWTP Aeration System Upgrade	2,054,760
1	401-3650-434.6541		23000478	Coburn Supply	Water Fittings	521
1	401-0401-415.7120		23000990	Whitley Penn	Interim Audit Services	2,680
1	401-3656-433.6552		23002032	Precision Pump Systems	LS # 2 Pump Repair and Replacement	95,725
1	401-7001-433.8552		23002261	Mcdonald Muncpal and Industrial	LS Mitigation Package 3	558,209
1	401-3650-434.5476		23002391	Core & Main LP	Brass Fittings	220
1	401-3655-434.6801		23002748	Generator Service Center	Emergency Generator Repair at SWS#1	14,000
1	401-3656-433..6801		23002790	O'Reilly Auto Parts	Air Filters	297
1	401-3655-434.6543		23002839	Northstar Industries	Valve & Motor Replacement at WW#5	16,500
1	401-3656-433.6552		23003355	Butler & Land Technologies	New Control Install Services at LS#2	10,648
1	401-3655-434.6543		23003360	KMI Merger Sub LLC	SWS#2, Pump #2 Repair	10,072
1	401-7001-419.8591		23003386	Construction Masters of Houston	Blackhawk Emergency Shelter Construction	92,000
1	401-7001-434.8600		23002517	Advanced Healthstyles Fitness	Blackhawk FF&E Exercise Equipment	11,768
1	401-7001-433.8598		23002686	Paradigm Consultants	Lift Station Mitigation Pkg 3 Materials Testing	16,808
1	401-7001-434.8600		23002800	Hallmark Office Products	Blackhawk FF&E Office Furniture	1,121
1	401-7001-434.8600		23003206	K--Log, Inc.	Blackhawk FF&E Breakroom Furniture	13,229
1	420-0000-30200		Prior Year Encumbrances - 2016 W/S Bond Construction			(942,853)
1	420-7001-434.8582		23001163	Garver, LLC	Ground Storage Tank at WP#1 and Pump Improvements	268,450
1	420-7001-434.8582		23001164	Garver, LLC	24 " Waterline - Clear Creek Crossing	674,403

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BA Number	Account Number	Project Number	Vendor		Description	Amount
1	421-0000-30200		Prior Year Encumbrances - 2018 W/S Bond Construction			(1,977,225)
1	421-7001-419.8120		23000787	Construction Masters of Houston	Blackhawk Building Renovations	173,295
1	421-7001-433.8552		23001117	Mcdonald Muncipal and Industrial	Harvey Lift Station Repair & Mitigation	1,332,457
1	421-7001-434.8541		22001075-R1	Christensen Building Group	Fire Station # 2	40,189
1	421-7001-433.8591		22001075-R1	Christensen Building Group	Fire Station # 2	3,705
1	421-7001-434.7190		21003232-R2	Ameresco Inc.	Automated Water Meter Implementation	427,579
1	422-0000-30200		Prior Year Encumbrances - 2021 W/S Bond Construction			(3,188,418)
1	422-7001-434.8591		23002027	CFG Industries, LLC	2023 Tank Rehabilitation	1,556,675
1	422-7001-434.8582		22000078-R1	Garver, LLC	Water System Improvements	30,908
1	422-7001-433.8596		23002976	Boundary One, LLC	Survey at Lift Station #4	2,675
1	422-7001-433.8552		23002261	Mcdonald Muncipal and Industrial	LS Mitigation Package 3	1,598,160
2	001-0000-30300		Prior Year Unencumbered Capital - General Fund			(739,309)
2	001-0716-419.7720		CityWorks CDD Implementation Contingency			9,460
2	001-2207-422.8800		Ambulance purchase - box portion			213,800
2	001-7001-419.8400		Blackhawk Renovation - FFE			92,358
2	001-7001-419.8600		Public Safety and Fire Station # 2 - FFE			37,522
2	001-7001-431.8581		Street Maintenance Fund			386,168
2	175-0000-30300		Prior Year Unencumbered Capital - FDEDC Fund			(213,547)
2	175-7001-419.8590		FM 518 Illumination Project			213,547
2	257-0000-30300		Prior Year Unencumbered Capital - 2021 G.O. Bonds			(2,338,693)
2	257-7001-431.8530		Drainage Improvements			2,338,693
2	401-0000-30300		Prior Year Unencumbered Capital - Water & Sewer Fund			(888,024)
2	401-7001-433.6551		Collection Line Maintenance			846,143
2	401-7001-434.8600		Blackhawk Building FFE			41,881
3	001-0000-38310		Appropriate Farmer's Insurance proceeds for damage to the Liberty Tree and landscaping			(1,650)
3	001-6430-456.6400		Appropriate Farmer's Insurance proceeds for damage to the Liberty Tree and landscaping			1,650
4	301-0000-38310		Appropriate insurance proceeds from TML-IRP for the replacement of P430 in the Police Patrol Division			(20,625)
4	301-0501-421.8300		Appropriate insurance proceeds from TML-IRP for the replacement of P430 in the Police Patrol Division			20,625
5	001-0000-30500		Appropriate unassigned general fund balance for site security at Forest Bend Detention Pond			(4,800)
5	001-7001-431.7800	FBDETPOND	Appropriate unassigned general fund balance for site security at Forest Bend Detention Pond			4,800
6	001-14018		Reimburse unassigned general fund balnce for advance funding related to the HMGP Buyout Grant Program			(164,143)
6	001-10199		Reimburse unassigned general fund balnce for advance funding related to the HMGP Buyout Grant Program			164,143
6	120-26010		Reimburse unassigned general fund balnce for advance funding related to the HMGP Buyout Grant Program			164,143
6	120-10199		Reimburse unassigned general fund balnce for advance funding related to the HMGP Buyout Grant Program			(164,143)
7	001-0000-38600	DNMLIBREV	Appropriate donated funds from Friendswood of the Library for mobile shelving			(12,045)
7	001-6310-459.8800		Appropriate donated funds from Friendswood of the Library for mobile shelving			12,045
8	164-0000-30100		Appropriate Park Land Dedication fund balance for Flock Cameras at Stevenson Park and Lake Friendswood			(6,500)
8	164-7001-456.8800		Appropriate Park Land Dedication fund balance for Flock Cameras at Stevenson Park and Lake Friendswood			6,500
9	164-0000-30100		Appropriate Park Land Dedication fund balance for Turf Project at the Corporal Steven Schulz Sportsark			(28,000)
9	164-7001-453.8560		Appropriate Park Land Dedication fund balance for Turf Project at the Corporal Steven Schulz Sportsark			28,000

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BA Number	Account Number	Project Number	Vendor	Description	Amount
10	401-0000-306000			Appropriate water and sewer working capital for Utility Cost of Service and Rate study	(33,705)
10	401-0401-415.7800			Appropriate water and sewer working capital for Utility Cost of Service and Rate study	33,705
11	001-0000-30500			Appropriate unassigned general fund balance for CCISD 14 acre property appraisal	(3,200)
11	001-7001-431.8113			Appropriate unassigned general fund balance for CCISD 14 acre property appraisal	3,200

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: January 8, 2024

Date submitted: 12/19/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution certifying that the election precincts in the Friendswood portion of Harris County qualify for an exemption from the certain bilingual requirements of the Voting Rights Act as well as the Texas Election Code and directing the Mayor to provide a written summary to Harris and Galveston Counties concerning this exemption.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Voting Rights Act (the "Act") subjects that portion of the City located in Harris County to the bilingual requirements of the Act for persons of Vietnamese and Chinese (including Taiwanese) origin or descent. Such requirements mandate that the City provide election materials in Vietnamese and Chinese in addition to English and Spanish. The Official 2020 Census reveals that the City's voting-age population and its total population in the City as well as in those precincts in the Harris County-portion of the City are comprised of less than five percent (5%) of persons of Vietnamese and Chinese (including Taiwanese) origin or descent. As such, the City is exempt from the bilingual election requirements of Act, with respect to the Vietnamese and Chinese languages, as there are few persons in the City whose participation in the electoral process would be made more effective by the provision of written materials or oral assistance or publicity in the Vietnamese and/or Chinese languages. Nonetheless, the City desires to employ a targeting system through its compliance with certain precinct exemption requirements of Section 272.006 of the Texas Election Code (the "Code") to assist persons in such language minority groups so that they may meaningfully participate in all City general and special elections.

The proposed targeting system includes:

- (a) in City elections that are not conducted pursuant to a joint election/election services agreement with Harris County, the City (i) shall post, or cause to have posted, its ballot in each voting station and (ii) place, or cause to have placed, a statement at each voting precinct informing the voter that the translation is posted in the station;
- (b) the City shall furnish, or cause to be furnished, a separate translation of the ballot to each voter to whom an early voting ballot to be voted by mail is provided; and
- (c) for election materials, a statement in Vietnamese and Chinese shall be included on the item to inform voters of the availability of the translation and a separate translation of the item shall be made available on request; and/or

This resolution (i) records the City Council's approval of the Mayor's certification that the City of Friendswood's election precincts located in Harris County are exempt from the bilingual language requirements of the Code for the Vietnamese and Chinese languages (ii) authorizes the Mayor to make

the requisite filings pursuant to Section 272.003 of the Code, and (iii) establishes a targeting system in compliance with the Act and Section 272.006 of the Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Language Exemptions
2. Exhibit A - Harris County Precincts - 2020
3. Exhibit B - Harris County Precincts - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DIRECTING THE MAYOR OF THE CITY OF FRIENDSWOOD TO FILE WITH HARRIS AND GALVESTON COUNTIES (I) A CERTIFICATION THAT CERTAIN PRECINCTS QUALIFY FOR AN EXEMPTION FROM THE BILINGUAL REQUIREMENTS OF THE VOTING RIGHTS ACT AS WELL AS THE TEXAS ELECTION CODE, (II) A WRITTEN SUMMARY OF THE OFFICIAL CENSUS INFORMATION UPON WHICH THE CITY COUNCIL RELIED TO DETERMINE ITS EXEMPTION, (III) A MAP OF THE PRECINCT BOUNDARIES OF THE CENSUS ENUMERATED AREAS, AND (IV) A CERTIFIED COPY OF THIS RESOLUTION; MAKING OTHER FINDINGS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Voting Rights Act (the "Act") provides that a political subdivision is subject to certain bilingual requirements if (i) more than five percent (5%) of its voting age citizens are members of a single language minority group and are limited-English proficient¹ and (ii) the illiteracy² rate of such language minority citizens in the political subdivision is higher than the national illiteracy rate; and

WHEREAS, the Voting Rights Act (the "Act") also provides that a political subdivision is subject to certain bilingual requirements if (i) more than 10,000 of its voting age citizens are members of a single language minority group and are limited-English proficient and (ii) the illiteracy rate of such language minority citizens in the political subdivision is higher than the national illiteracy rate; and

WHEREAS, the Director for the Bureau of the Census has determined that Harris County is subject to such bilingual requirements of the Act for persons of Vietnamese and Chinese (including Taiwanese) origin or descent (collectively the "Language Minority Group"); and

WHEREAS, being a political subdivision that holds elections within a portion of Harris County, the City of Friendswood, therefore, is subject to the same requirements as Harris County for portions of the City that lie within Harris County pursuant to 28 CFR §55.9; and

WHEREAS, the City of Friendswood (the "City") was comprised of four (4) Harris County Precincts in 2020, and is now comprised of five (5) Harris County Precincts as further depicted on the maps, which are attached hereto as Exhibits "A" and "B" and incorporated herein for all intents and purposes; and

WHEREAS, the updated Census data reveals the following Language Minority Group information in the precincts located within the City of Friendswood and Harris County, Texas:

¹ "Limited-English proficient" means unable to speak or understand English adequately enough to participate in the electoral process.

² "Illiteracy" means the failure to complete the fifth primary grade.

Precinct No.	Number of Voting Age Persons in the Precinct	Vietnamese Voting Age Persons		Chinese/Taiwanese Voting Age Persons	
	#	#	%	#	%
0378	1,961				
0655	0	0	0.00%	0	0.00%
0742	0	0	0.00%	0	0.00%
1043	2,647				
1110	3,254				

and

Precinct No.	Number of Voting Age Persons in the Precinct	Vietnamese VAP with limited English proficiency		Chinese/Taiwanese VAP with limited English proficiency	
	#	#	%	#	%
0378	1,961	0	0.00%	0	0.00%
0655	0	0	0.00%	0	0.00%
0742	0	0	0.00%	0	0.00%
1043	2,647	0	0.00%	0	0.00%
1110	3,254	0	0.00%	0	0.00%

; and

WHEREAS, the updated Census data also reveals that the illiteracy rate of such Language Minority Group members in the City of Friendswood is lower than the national illiteracy rate, which is twenty-one percent (21%), based upon the following:

Precinct No.	Number of Voting Age Persons in the Precinct	Vietnamese Voting Age Persons, who are Illiterate		Chinese/Taiwanese Voting Age Persons, who are Illiterate	
	#	#	%	#	%
0378	1,961	0	0.00%	0	0.00%
0655	0	0	0.00%	0	0.00%
0742	0	0	0.00%	0	0.00%
1043	2,647	0	0.00%	0	0.00%
1110	3,254	0	0.00%	0	0.00%

; and

WHEREAS, based upon the updated Census data and the independent research conducted by the City, the City Council hereby finds that there are few, if any, persons in the City, whose participation in the electoral process would be made more effective by the provision of written materials or oral assistance or publicity in the Vietnamese or Chinese (including Taiwanese) language (collectively the "Affected Language"), because:

- (a) Minority Language Group members in the Harris County portion of the City are well below the national illiteracy rate; and
- (b) Minority Language Group members in the Harris County portion of the City are proficient in the English language;
- (c) Minority Language Group members are not concentrated in particular areas of the City; and
- (d) No individuals of Affected Language interest groups inside or outside the City have requested assistance; and

WHEREAS, the City Council, nonetheless, desires to establish a "targeting system" as expressed in 28 C.F.R. §§ 55.17 – 55.20, through its compliance with certain precinct exemption requirements of Section 272.006 of the Texas Election Code (the "Code") as detailed herein; and

WHEREAS, the City's "targeting system" shall be designed and modified, as necessary, to ensure that Affected Language materials and assistance are provided to Language Minority Group members who need them using the system established in Section 272.006 of the Code; and

WHEREAS, Section 272.003 of the Code provides an election precinct may be exempted from the bilingual requirements of the Code if (i) the official census information or other information indicates that Language Minority Group members comprise less than five percent (5%) of the precinct's inhabitants; and

WHEREAS, based upon the updated census information and other information, the City Council hereby finds that persons in each such Language Minority Group comprise less than five percent (5%) of each precinct's inhabitants based upon the following:

Precinct No.	Inhabitants	Vietnamese Inhabitants		Chinese/Taiwanese Inhabitants	
	#	#	%	#	%
0378	3,036				
0655	0	0	0.00%	0	0.00%
0742	0	0	0.00%	0	0.00%
1043	3,548				
1110	6,134				

; and

WHEREAS, based upon the updated census information and other information, the City Council hereby finds that persons in each such Language Minority Group comprise less than five percent (5%) of each precinct's registered voters based upon the following:

Precinct No.	Registered Voters	Vietnamese Registered Voters		Chinese/Taiwanese Registered Voters	
	#	#	%	#	%
0378	2,386	20	0.84%	12	0.50%
0655	0	0	0.00%	0	0.00%
0742	0	0	0.00%	0	0.00%
1043	2,163	13	0.60%	2	0.09%
1110	2,251	99	4.40 %	54	2.40 %

; and

WHEREAS, this resolution (i) records the City Council's approval of the Mayor's certification that the City of Friendswood election precincts located in Harris County are exempt from the bilingual language requirements of the Code; (ii) authorizes the Mayor to make the requisite filings pursuant to Section 272.003 of the Code; and (iii) establishes a targeting system in compliance with the Act; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF 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 City Council hereby approves the Mayor's submission of the following to Harris and Galveston Counties:

- (a) a written certification by the presiding officer that the precinct qualifies for the exemption;
- (b) a written summary of the official census information or other information relied upon to support the exemption;
- (c) a map or maps indicating the precinct's boundary and the boundaries of the census enumeration areas referred to in the summary; and
- (d) an authenticated copy of the resolution or other official action showing the governing body's approval of the exemption.

Section 3. While the City is exempt from the bilingual requirements of the Act and Code, the City is committed to provide assistance to Language Minority Groups and hereby establishes the following targeting system, one or more of which may be used to concentrate its efforts of providing Language Minority Group members assistance:

- (a) in City elections that are not conducted pursuant to a joint election/election services agreement with Harris County, the City shall post, or cause to have posted, its ballot in each voting station;

- (b) in City elections that are not conducted pursuant to a joint election/election services agreement with Harris County, the City shall place, or cause to have placed, a statement on the ballot informing the voter that the translation is posted in the station;
- (c) the City shall furnish, or cause to be furnished, a separate translation of the ballot to each voter to whom an early voting ballot to be voted by mail is provided;
- (d) for Election Materials, as hereinafter defined, a statement in the Affected Language shall be included on the item to inform voters of the availability of the translation, and a separate translation of the item shall be made available on request; and/or
- (e) for Election Materials used in connection with early voting by mail, a separate translation of the item is furnished with the item to the voter.

As used in this Section, "Election Materials" includes (i) the official affidavit forms and other official forms that voters are required to sign in connection with voting; (ii) the official application forms for early voting ballots; (iii) written instructions furnished to early voting voters; and (iv) the balloting materials furnished to voters in connection with early voting by mail.

Section 4. 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 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

DRAFT

Exhibit "A"

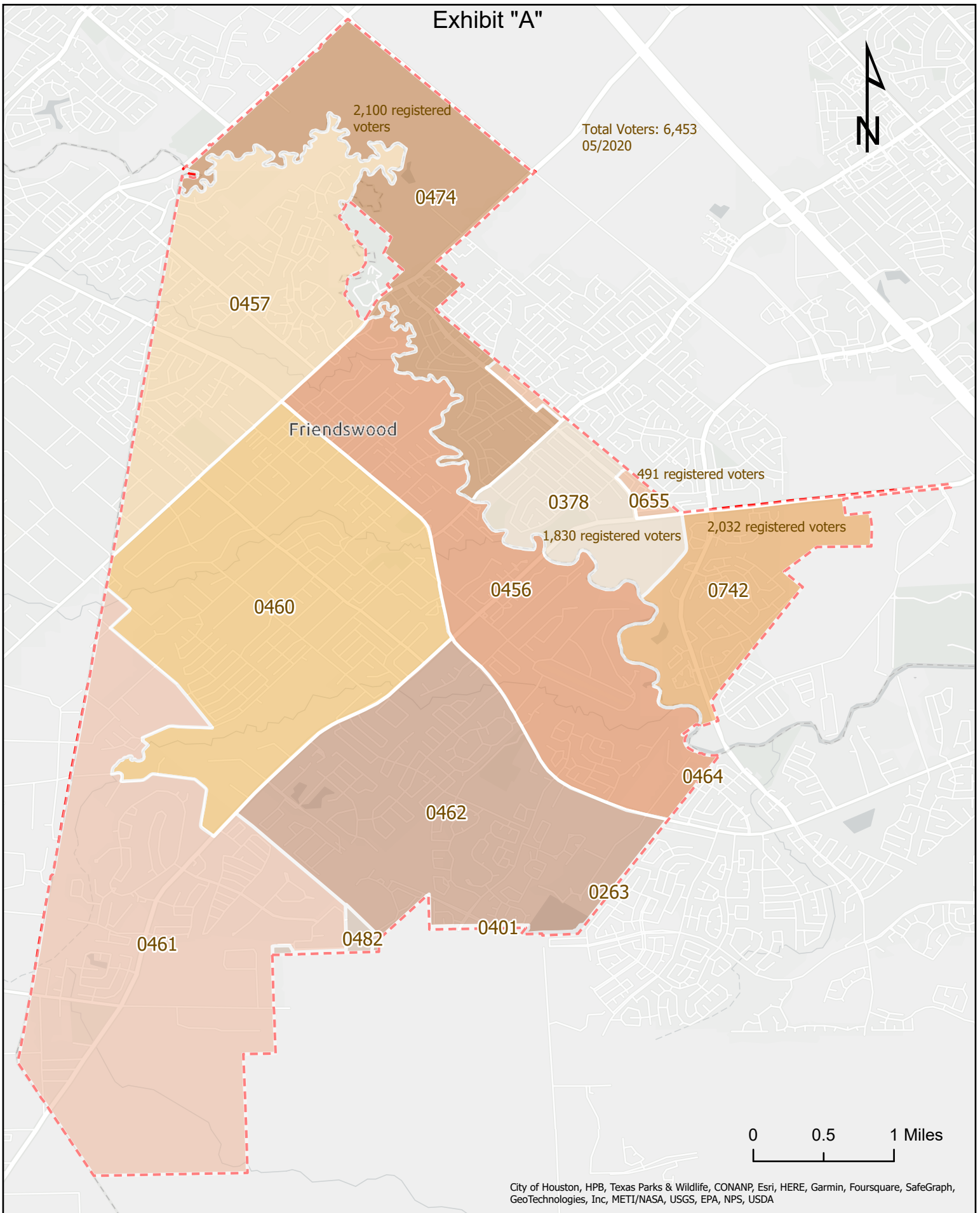
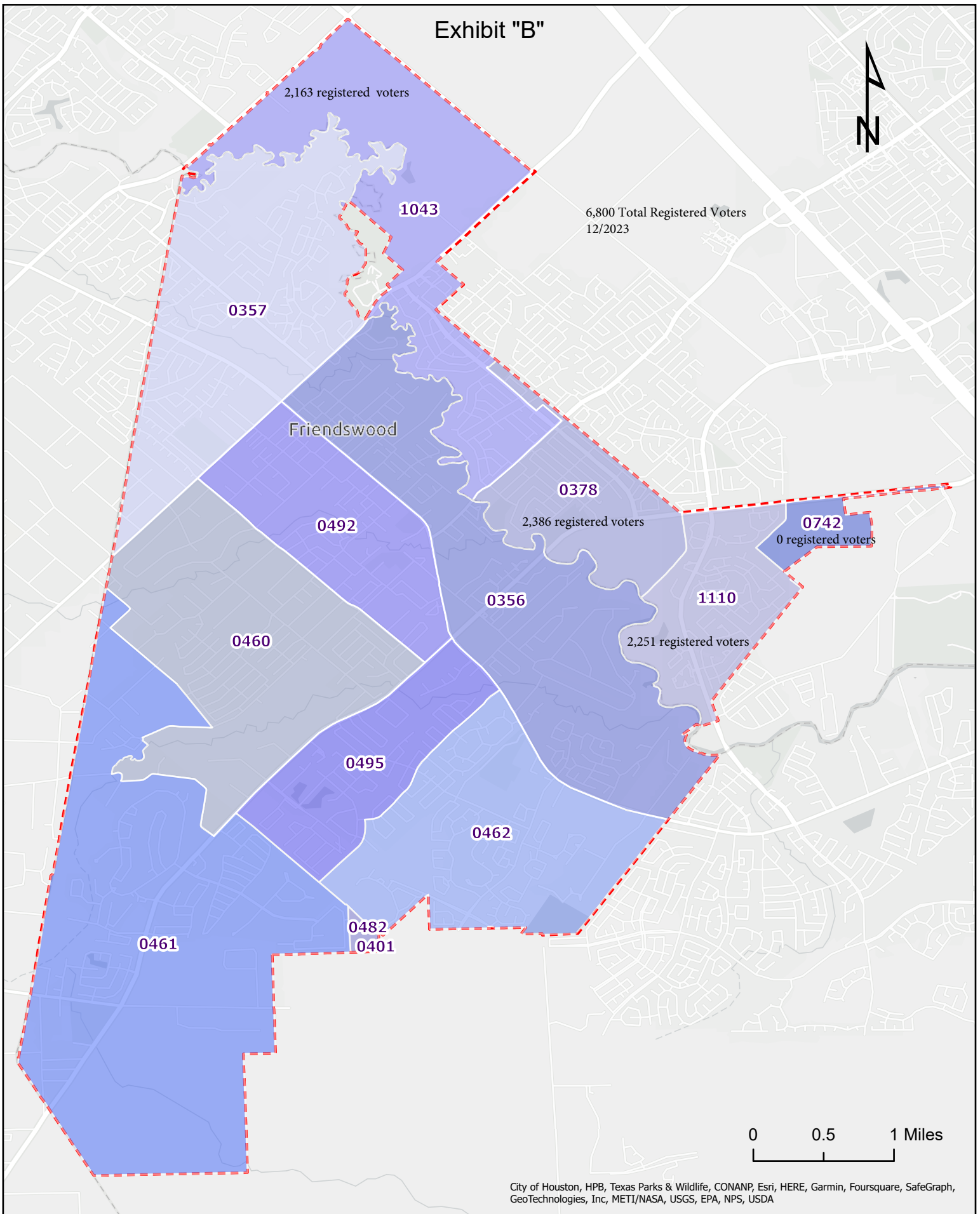


Exhibit "B"



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: January 8, 2024

Date submitted: 12/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider a resolution authorizing the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Youth Sports Day Parade on FM 2351.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

City staff request approval for the temporary closure of the following segments of State right-of-way for the 2024 Youth Sports Parade to be held on Saturday, March 23rd, 2024, from 9:00 a.m. to 9:45 a.m.: (1) FM 518 (S. Friendswood Drive) between E. Shadowbend and FM 2351, and; (2) FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Temporary Closure of State ROW for 2024 Youth Sports Day Parade
2. 2024 TxDOT Parade Closure Agreement - Youth Sports Day Parade - 2024
3. 2024 Exhibit C - Traffic Control Plan - 2024
4. 2024 Exhibit C - Map

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE 2024 YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 and FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of the Youth Sports Day Parade; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 and FM 2351 for the public purpose of the Youth Sports Day Parade; NOW THEREFORE,

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, Texas, finds that the 2024 Youth Sports Day Parade serves a public purpose.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the 2024 Youth Sports Day Parade. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood this the 8th day of January, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2024\01-08-2024\Resolution - Temporary Closure of State ROW for 2024 Youth Sports Day Parade.docx

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Friendswood, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351, in Galveston, County; and

WHEREAS, the local government has requested the temporary closure of FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive for the purpose of Youth Sports Day Parade, from 9:00 a.m., Saturday, March 23, 2024 to 9:45 a.m., Saturday, March 23, 2024 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 8th day of January, 2024, the Friendswood City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Friendswood	Texas Department of Transportation
Morad Kabiri, City Manager	Eliza C. Paul, P.E.
910 S. Friendswood Drive	District Engineer
Friendswood, TX 77546	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the Following segments of State Right of Way for the Youth Sports Day Parade to be held on Saturday, March 23, 2024.

FM 518 (S. Friendswood Drive) between S. Shadowbend and FM 2351 & FM 2351 (W. Edgewood Drive) between FM 518 and Sunset Drive from 9:00 a.m. to 9:45 a.m.

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____



City of Friendswood

Traffic Control Plan **"Friendswood Youth Sports Day Parade"** Saturday, March 23, 2024

Farm to Market Traffic Stopping Points

NOTE: As the parade approaches FM 2351, traffic will be stopped along FM 2351 to allow the parade to travel to Stadium Drive.

FM 518 (South Friendswood Drive)

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518 or westbound on FM 2351. Traffic will be allowed to go east on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518. As the parade approaches the intersection, traffic will be stopped in all directions to let the parade pass. After the parade clears the intersection, traffic on FM 518 will be released to follow and westbound traffic be routed onto FM 518.

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down E. Shadowbend to Morningside to Heritage Drive to Pecan Drive to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to E. Shadowbend and FM 518.

Intersection of FM 2351 at Sunset Drive

When the parade begins, eastbound traffic will be routed down Sunset Drive to West Shadowbend Avenue to FM 518.

When the end of the parade turns onto Stadium Drive, traffic will be released at the intersection of FM 2351 and Sunset Drive.

Barricade and traffic cones will be used at intersections on FM 2351 and FM518 and secondary streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

Northbound Traffic on FM 518 at E. Shadowbend

Northbound traffic on FM 518 will be directed down E. Shadowbend. Traffic can turn north onto Morningside to FM 2351. Traffic can turn back northbound onto FM 518.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time. (9:00 am)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM

City of Friendswood Electronic Bill Board, Stevenson Park on FM 518

Civic Engage email notification

Other news media/Facebook/X

Contact Persons

Lt. James Price, Parade Master	281-996-3371
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24 Hour Dispatch	281-996-3300
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City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us



1" = 764'



Parade Route

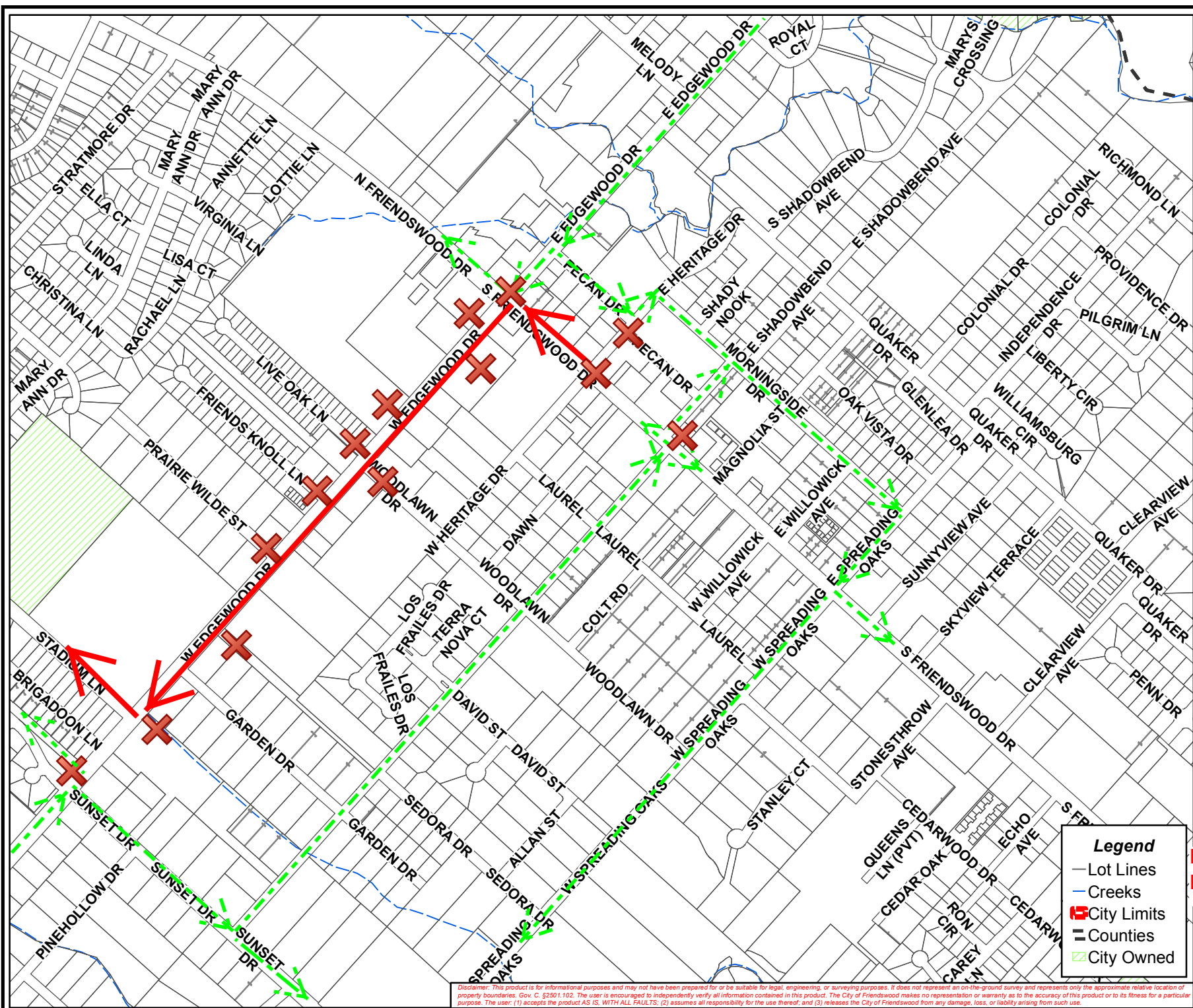
Friendswood GIS Mapping



Detour Route



Police Officer/
Barricade



Legend

- Lot Lines
- Creeks
- City Limits
- Counties
- City Owned

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

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: January 8, 2024

Date submitted: 11/21/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 4, 2024.

Originating Department: City Secretary

Degree of importance: Critical.

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, (the "County") for the City's General and Special Elections to be held on May 4, 2024, for the purpose of electing the position of Mayor and Councilmembers for Position Nos. 1 and 3; and to vote for or against the reauthorization of the street maintenance local sales and use tax for another four years. The terms of the contract will be similar to those of past contracts and will include the following:

The County will be responsible for:

- voting equipment and supplies for early voting (EV) by personal appearance and mail; and for Election Day (ED);
- polling places for EV and ED, election personnel and set-up of the polling places for EV and ED;
- the appointment of the Early Voting Ballot Board and the employment of staff to program and operate the automatic tabulating equipment;
- the establishment and organization of the Central Counting Station; and
- the Compensation for the election workers, which will be reimbursed, in part, by the City.

The City will be responsible for:

- furnishing the County with a list of race and prepositions titles in all the legally required languages;
- furnishing the County with a list of candidate names;
- verifying jurisdictional boundaries and streets;
- preparing, posting and publishing any and all notices required by state law;
- preparing election notices, orders and other election documents; and
- canvassing election results.

Based on last year's election costs, the City is estimating the cost of this election services contract to be in an amount not to exceed \$70,000 and will be paid out of the Municipal Clerk's contracting services line

item.

Approval of this item by the City Council will authorize not only the execution of a contract with Galveston County, but also expenditures of up to \$70,000 for the contracted election services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Local elections in compliance with state law.

RECOMMENDATIONS

Staff recommends approval.

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: January 8, 2024

Date submitted: 12/13/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying a Master Services Agreement with PS Lightwave, Inc., for Ethernet, Internet and related services for the Public Safety Building under TIPs Purchasing Cooperative Contract No. 220105.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to ratify a Master Services Agreement with PS Lightwave, Inc., for Ethernet, Internet and related services for the Public Safety Building. The Agreement is for a term of five years, but allows for termination for cause and termination for non-appropriation. The Agreement may also be terminated without cause, but a termination fee will be assessed if so terminated. The initial cost of the services under this agreement is \$1,716 per month or \$20,592 per year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Master Services Agreement - PS Lightwave
2. Service Order No. 1
3. Service Order No. 2
4. Friendswood - Form 1295 Certificate
5. Friendswood - Government Code Verifications Form

MASTER SERVICE AGREEMENT

This **Master Service Agreement** (the “Agreement”) is effective the date the last party executes this Agreement (“Effective Date”) and replaces the previously agreed to Master Service Agreement executed January 22, 2020 (PLW-12208), between **PS Lightwave, Inc.**, A Texas Corporation (“PS Lightwave”) with offices located at 5959 Corporate Drive, Suite 3300, Houston, Texas 77036, and the **City of Friendswood** with offices located at 910 South Friendswood Drive, Friendswood TX 77546 (hereinafter the “Customer”) for the provision of certain Services (collectively the “Services”). PS Lightwave and Customer are referred to collectively as “Parties”, and individually as a “Party”.

Subject to the Customer placing Service Orders and PS Lightwave accepting such Service Orders as contemplated herein, Customer agrees to purchase, and PS Lightwave agrees to provide, the services described in executed Service Orders (“Service Order”) that comprise a part of this Agreement and that are agreed to by both parties (“PS Lightwave Services”), as well as any Third-Party Service described in Section 6 of this Agreement (PS Lightwave Services and Third-Party Service, collectively or individually, the “Services”). PS Lightwave Services may consist of any combination of those found in PS Lightwave’s Product Description Sheets (“PDS”). All Services shall be provided only according to the terms and conditions in this Agreement and as specified in a Service Order placed by Customer.

1. **AGREEMENT.** The terms of this Agreement shall apply to the purchase and provisioning of all Services, and acceptance of PS Lightwave’s Service Level Agreement (“SLA”), Acceptable Use Policy (“AUP”, and Product Description Sheets (“PDS”), all of which are incorporated herein by reference (*collectively referred to as Schedules*)). This Agreement does not, by itself, order any Services. Orders for Services are placed and documented by use of a Service Order form each time Customer orders one or more Services, and shall be incorporated by reference herein and governed by the terms and conditions of this Agreement. In the event of any conflict between this Agreement and the terms of any Service Order (with the exception of any special conditions noted in the applicable Service Order) precedence will be given to the terms of this Agreement. Unless otherwise agreed to in writing by PS Lightwave, no terms and conditions endorsed upon, delivered with or contained in Customer’s purchase orders or in any other similar document, will amend or vary the provisions of this Agreement.

2. **TERM AND COMMENCEMENT DATE.**

- a. This Agreement shall begin upon the date the last party executes this Agreement and shall remain in effect throughout the duration of any and all Service Term(s) until the expiration or termination of the final existing Service Order(s) entered into under this Agreement, whichever occurs last.
- b. The Term of each Service Order commences when testing of the Service has been successfully completed by both Parties and the Service is operating within specification set forth in this Agreement and either Customer has expressly accepted the Service or is deemed to have accepted the Service. However, when PS Lightwave releases the applicable Services for the Customer’s use, the Term shall Commence regardless of whether Customer has procured services from third-party vendors required to operate the Services or whether Customer is otherwise prepared to accept delivery of the provisioned Services (“Commencement Date”). When multiple Services are included in a single Service Order, the Service Term of the entire Service Order (and of each Service included in the applicable Service Order) commences on the date each of the delivered Services are released for the Customer’s use. Invoicing and the term commencement date for that individual Service shall begin on the date the delivered Service is released for the Customer’s Use. Upon expiration of the Service Order Term, the applicable Service Order shall renew for successive one (1) month terms to insure service continuity, unless either Party elects to not renew the Service Order by providing a minimum of thirty (30) days advance notice of the then current Service Order Term.

Services provided by PS Lightwave to the Customer, are entirely

independent, separate and distinct from any services which may be provided by a property owner, and are not included as part of any agreement executed by and between a property owner and its tenants and occupants.

3. **SERVICE PORTABILITY.**

- a. Customer may cancel an existing Service (a “Cancelled Service”) without incurring any cancellation or early termination fees or penalties, so long as:
 - i. The Cancelled Service has been installed and in use; and
 - ii. The Cancelled Service is replaced with another On-Net Service having equal or greater On-Net Service MRCs and equal or greater term commitment (the “Replacement Service”); and
 - iii. The Replacement Service is ordered within thirty (30) calendar days of the effective date of the cancellation of the Cancelled Service (the effective date of cancellation being the “Cancellation Date”); and
 - iv. PS Lightwave determines, in its sole discretion, that adequate capacity is available on the PS Lightwave Network for the Replacement Service; and
 - v. Customer is not otherwise in breach of the Agreement.
- b. If Customer fails to meet any of the above criteria for any particular Cancelled Service, Customer shall be liable for one hundred percent (100%) of the funds which have been appropriated for payment under this Agreement for the current annual budget year only.
- c. To exercise this portability option, Customer must, prior to the date that Customer cancels the Cancelled Service, notify PS Lightwave in writing of its intent to replace a Cancelled Service with a Replacement Service. PS Lightwave shall credit Customer all applicable early termination fees charged to Customer’s account, provide that Customer orders the Replacement Service within thirty (30) days of the Cancellation Date. Notwithstanding the foregoing, in no event shall Customer be credited back for any On-Net Service installation NRCs or any third-party expenses that were charged for any Cancelled service which Customer cancels pursuant to this Section, limited only by the amount of the funds which have been appropriated for payment under this Agreement for the current annual budget year only.
- d. Forced relocations are excluded under PS Lightwave’s Service Maintenance & Support policy. Customer may incur non-recurring charges for a portion of any relocation. PS Lightwave reserves the right to modify its network or the facilities used to provide the Services and shall use reasonable efforts to notify Customer of any planned maintenance.

4. **CHANGE IN SERVICE LEVEL.** Customer may increase or reduce services provisioned under an existing Service Order by providing PS Lightwave with a minimum of thirty (30) days advance, written notice to be confirmed in an addendum to be executed by and between the Parties. Should Customer decrease service, Customer shall liable for one hundred percent (100%) of the funds which have been appropriated for payment under this Agreement for the current annual budget year for the reduced service. PS Lightwave reserves the right to modify its network or the facilities used to provide the Services and shall use reasonable effort to notify Customer of any planned maintenance.

5. **EQUIPMENT**

- a. **Authorized Equipment.** "Authorized Equipment" shall be defined as any and all electronics provided by PS Lightwave necessary to provision the contracted Services.
- b. **Ownership.** Except as otherwise agreed, PS Lightwave reserves all right, title and interest in all Authorized Equipment. PS Lightwave's Authorized Equipment shall at all times be and remain personal property, notwithstanding that it may be or become attached to or embedded in real property.
 - i. Customer shall not, and shall not permit others, to rearrange, disconnect, remove, and attempt to repair or otherwise tamper with any Authorized Equipment provided by PS Lightwave without the prior written consent of PS Lightwave. Customer shall not, and shall not cause any End User (as defined below), to tamper with, remove or conceal any identifying plates, tabs, or labels affixed to Authorized Equipment or facilities. Customer shall be responsible for the cost of any loss, repair or maintenance occasioned by failure of Customer to perform its obligation under this Agreement.
 - ii. Customer shall not take any action to place any lien or encumbrance on the Authorized Equipment. In no event will PS Lightwave be liable to Customer or any other person for interruption of Services for any other loss, cost or damage caused or related to improper use or maintenance of the Authorized Equipment by Customer or third parties' access to the Services by Customer in violation of these terms, and Customer shall reimburse PS Lightwave, for any damages incurred or claims made as a direct result thereafter.
 - iii. Customer is entitled to use any PS Lightwave provided Authorized Equipment in connection with the then applicable permissible use policy. However, Customer shall, to the extent allowed by law, keep confidential all intellectual property provided through any such Authorized Equipment and shall not copy, alter, reverse-engineer, or tamper with such intellectual property nor use it other than in connection with the Services. Customer agrees not to resell, transfer, export or re-export any such Authorized Equipment or any technical data derived therefrom.
- c. **Unauthorized Equipment.** Customer agrees not to interfere or install any unauthorized equipment that may cause technical difficulties or interfere with or disrupt PS Lightwave's network, backbone or nodes, nor allow or permit any End User or unauthorized third party to interfere or install any unauthorized equipment that may cause technical difficulties or interfere with or disrupt PS Lightwave's network, backbone or nodes.
- d. **Power Requirements.** PS Lightwave provided network interface devices must be powered on and operational twenty-four (24) hours per day, seven (7) days per week. Customer warrants it is responsible for furnishing a reliable twenty-four (24) hour per day power source in capacities required for PS Lightwave provided Authorized Equipment.

6. **THIRD PARTY SERVICES.** In conjunction with Service provided, PS Lightwave may, upon Customer's request, arrange for Service to be provided by a third party ("Third Party Service"), such as local access service, interexchange service, or international service, PS Lightwave shall not be obligated to provide any Third Party Service except in connection with a Service Order. In the event Customer requests that PS Lightwave order Third Party Service, PS Lightwave shall make provision and coordinate the installation of such Service and conduct the initial testing of an interconnection between the PS Lightwave Service and Third Party Service. PS Lightwave will not begin billing Customer for such Third Party Service until related PS Lightwave Service is available. Customer may be required to execute a letter of authorization ("LOA"), in a form provided by PS Lightwave, authorizing PS Lightwave to deliver such Third Party Service to Customer's location. When Customer requests international service, PS Lightwave may arrange for the foreign end point of the Service or for a portion of the foreign end point of such Service to be provided by a third party carrier licensed in the relevant foreign point. In some cases, PS Lightwave may be unable, and Customer may be required, to arrange the foreign end of such Service with a foreign carrier. Although this MSA governs the terms of PS Lightwave's arrangement of Third Party Service, service level parameters and related warranties (if any), surcharges, outage credits, required commitments, termination liability, limitations, and other service-specific terms of the Third Party Service shall be those of the provider of the Third Party Service ("Third Party Provider"). If Third Party charges are incurred by PS Lightwave, including without limitation monthly recurring charges, installation charges, non-recurring charges; and applicable termination/cancellation charges of the Third Party Provider, shall be invoiced to Customer and Customer shall be responsible for the full timely payment thereof. Customer shall be notified, in advance within the agreed upon Service Order, if any Third Party charges will be included in the Services provisioned.

7. **MULTIPLE USERS.** Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the PS Lightwave Services through Customer's facilities. Customer shall have sole responsibility for ensuring that all such other end users understand and comply with the terms and conditions of this Agreement and any or all Services Orders. Customer further acknowledges and agrees that Customer is solely responsible to the extent allowed by law for any and all breaches of the terms and conditions of this Agreement, subsequent Service Orders, SLA and AUP, whether such breach is the result of use of the PS Lightwave Services by Customer or by any other end user of Customer's computers, facilities or Services.

- a. **End User.** An End User is a user of Customer's Services and shall include any Customer, purchaser, lessor, employee, agent, donee, reseller or any other such person who uses PS Lightwave Services is through, as a result of, connected with or otherwise enabled because of the commercial relationship between PS Lightwave and Customer. To the extent allowed by law, Customer is liable for any and all End User charges, whether or not Customer receives payment or reimbursement for the same from End Users.

8. **CUSTOMER'S PREMISES.** Customer authorizes PS Lightwave, with reasonable notice where permission shall not be unreasonably withheld or delayed, and its employees, agents, contractors and representatives to enter Customer's premises to install, maintain, inspect, repair and remove Authorized Equipment, in order for PS Lightwave to perform its obligations and to exercise its privileges under this Agreement, including provision of working space and reasonable storage space, subject to Customer's reasonable and customary security, safety and environmental procedures, including accompanying PS Lightwave Personnel at all times when access to Customer's premises is required.

- a. **Access.** Customer shall provide PS Lightwave and any of PS Lightwave's authorized agents, employees, contractors and representatives all necessary Customer building access rights, facility access, appropriate space to provide, modify, cease or

recover any Authorized Equipment or materials that facilitate providing Services under this Agreement. Customer shall provide, and shall ensure as reasonably as practicable, that End Users provide, all necessary and appropriate space, power and environmental conditions at any demarcation point. Customer understands that failure to allow access or provide necessary conditions as described in this Agreement may be deemed a Customer default.

9. **PAYMENT & BILLING TERMS.** Customer shall pay the fees and other charges for each Service Order.

- a. **Billing.** Billing shall begin on the date PS Lightwave notifies Customer that Services are fully available for Customer's use regardless of whether Customer has procured services from third-party vendors (i.e. equipment suppliers, software developers, telecommunication Customers, etc.) required to operate the Services, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Services (the Commencement Date).
- b. **Invoicing.** PS Lightwave bills for one (1) full month of Monthly Recurring Charges ("MRC") in advance. Each MRC covers Services delivered from the first of the month through the end of the month. PS Lightwave will bill Services in arrears or as otherwise provided by the Service Order.
- c. **First Invoice.** The first invoice will be sent to the Customer following the Commencement Date. The invoice will include prorated MRC from the Commencement Date to the end of the month. When multiple Services are included in a single Service Order, Customer agrees to pay PS Lightwave the MRC and any additional charges associated with those Services that are installed or activated even though the Commencement Date for the entire Service Order has not commenced. Invoices shall be delivered via email (regular mail only if Customer requests).
- d. **Payment of Invoices.** All invoices shall be paid in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251, and become due upon receipt and past due sixty (60) days from the date of receipt of a valid invoice by Customer (the "Delinquency Date"). If PS Lightwave is not in receipt of any payment on or before the Delinquency Date, such payment becomes a Late Payment. Customer will pay interest on the Late Payment ("Late Payment Interest") at a rate equal to the rate specified in Section 2251.025 of the Texas Government Code, on the outstanding balance unpaid for more than thirty (30) days; PS Lightwave shall not be prevented from exercising any of the other rights and remedies available to PS Lightwave hereunder or under any applicable laws. PS Lightwave shall provide notice to Customer of any delinquency and shall have the right to suspend or terminate Services if an account is past due for more than thirty (30) days from the Delinquency Date. If PS Lightwave fails to present an invoice for service within one hundred twenty (120) days after the end of a billing cycle for such service, such failure shall constitute a waiver of PS Lightwave's claim for charges incurred and Customer shall be released from liability for payment of such charges.
- e. **Taxes and Fees.** Except for taxes based on PS Lightwave's net income and ad valorem, personal and real property taxes imposed on PS Lightwave's and not Customer's owned or leased property, Customer is responsible for payment of all property, sales, use, gross receipts, excise, building access, bypass, franchise, or other local, state, and federal taxes and/or fees, however designated, imposed on, or based upon the provision of the Services unless the Customer is except from the same.
- f. **Disputed Invoices.** If Customer reasonably disputes any portion of a PS Lightwave invoice, Customer must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement or associated Service Order and submit a written claim to PS Lightwave for the disputed amount.

All claims must be submitted to PS Lightwave within sixty (60) days from the invoice date for those Services. Customer waives the right to dispute any charges not disputed within the time frame set forth above. In the event the dispute is resolved against Customer in accordance with the procedures hereunder, Customer shall pay such amounts within ten (10) business days of receipt of notice of the determination from PS Lightwave.

- g. **Special Construction or Acquisition.** Notwithstanding anything to the contrary in this Agreement, if PS Lightwave is required to construct or acquire telecommunications facilities from a third party, or both, in order to provide Service, the estimated charges applicable to the construction or acquisition must be approved in writing prior to PS Lightwave commencing such construction or acquisition. If Customer cancels this Agreement or any Service Order involving construction or acquisition after the acceptance of a Service Order but prior to the Commencement Date, Customer shall reimburse PS Lightwave for all previously agreed to Special Construction costs. This payment obligation is in addition to any other rights and remedies PS Lightwave may have at law, in equity, or as provided in this Agreement.
- h.

10. **TERMINATION AND/OR CANCELLATION.** Termination and/or Cancellation of Services by either Party will occur without liability when one or more of the following conditions occur:

- i. if either Party violates any law, rule regulation or policy of any governmental authority related to the Services;
- ii. if either Party makes a material misrepresentation to the other in connection with the ordering or delivery of Services;
- iii. violates any provision of PS Lightwave's SLA; or
- iv. if either Party engages in any fraudulent use of Services; or if a court or other governmental authority prohibits the furnishing of any Services under this Agreement; or if either Party files bankruptcy or fails to discharge an involuntary petition within sixty (60) days.
- b. **Termination by Customer for PS Lightwave Default.** In the event Customer shall assert PS Lightwave is in default under any term or provision of this Agreement, or any applicable Service Order, Customer will give PS Lightwave written notice of such default with sufficient detail to allow PS Lightwave to attempt to cure such default. If PS Lightwave commences to cure such default within five (5) days after receipt of such notice and thereafter proceeds with the curing of such default with reasonable diligence and completes the curing of such default within thirty (30) days after receipt of such written notice, then no default on the part of PS Lightwave shall be deemed to have occurred. However, if PS Lightwave does not commence curing such default within such five (5) day period, or PS Lightwave does not thereafter proceed with the curing of such default with reasonable diligence, or if PS Lightwave does not complete the curing of such written default within thirty (30) days after PS Lightwave's receipt of such notice, then Customer may on twenty-four (24) hours written notice terminate the Service Order as to which such default relates (if such default relates to a particular Service Order), or terminate this Agreement (if such default relates to this entire Agreement). In the event of a breach of the warranties set forth herein, Customer's sole remedy is termination as described in this Section without liability for any Early Termination Fees.
- c. **Termination of Services by PS Lightwave for Customer Default.** Termination of Services by PS Lightwave will occur without liability when one or more of the following conditions occur:
 - i. Non-payment of any undisputed invoice amounts within sixty (60) days after receipt. A service interruption notice will be sent to the Customer in as referenced in Notices (via U.S. Mail Return Receipt Requested, electronic transmission, and/or certified mail when an invoice

becomes forty-five (45) days past invoice date. Suspension of Services pursuant to this paragraph shall not relieve Customer of its obligation to pay charges during the time period in which Services are suspended.; or

- ii. If Customer fails to cure its breach of any of these terms or conditions or any Service Order, AUP or SLA within ten (10) days after written notice thereof provided by PS Lightwave; or
 - iii. Failure to allow PS Lightwave's employees, agents, representatives or contractors the necessary access.
- d. **Termination Due to Non-Appropriation.** Notwithstanding any other provision of this Agreement or obligation imposed on the Customer by this Agreement, Customer shall have the right to terminate this Agreement without default or liability to PS Lightwave (including any termination fees) resulting from such termination, effective as of the expiration of each budget period of Customer if it is determined by the Customer, in Customer's sole discretion, that there are insufficient funds to fund this Agreement. The parties agree that this Agreement and any Services Orders issued under this Agreement, is a commitment of the Customer's current revenue only.
- e. **Termination Charge.** To the extent permitted by law, in the event Customer terminates this Agreement during the term for any reason other than (1) PS Lightwave's default, (2) due to non-appropriation by Customer ; or (3) any other termination by the Customer permitted without liability under this Agreement, such termination shall be without default, provided that Customer shall pay PS Lightwave a termination charge calculated as follows: Customer shall pay a termination charge of one hundred percent (100%) of the balance of the undisputed MRC from the effective date of termination to the end of the Initial Term. The Customer shall not be liable for funds which have not been appropriated for payment under this Agreement for the current annual budget year only.
- f. **Effect of Termination.** Upon the effective date of termination of this Agreement:
- i. PS Lightwave will immediately cease providing the Service(s); and
 - ii. Any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due; and
 - iii. PS Lightwave assess and collect from Customer any applicable termination charges that may be due hereunder or under an active Service Order;
- g. **Early Termination.** PS Lightwave has established pricing under this Agreement based, in part, on Customer's promise to utilize and pay for the Services through the expiration of the entire Service Term of each Service Order. If Customer desires to terminate any Services after PS Lightwave's acceptance of the Service Order and prior to expiration of the Service Term, Customer may do so by providing written notification thereof to PS Lightwave at least thirty (30) days in advance of such. In the event of termination of Services, Customer shall pay to PS Lightwave, prior to the effective date of such termination, an amount equal to the Termination Charge as defined in Item e. above.
- h. **Cancellation**
- i. Customer may change or cancel a Service Order without incurring termination liability by submitting a written change or cancellation request to PS Lightwave prior to the Commencement Date, provided Customer will reimburse PS Lightwave for any applicable charges and/any special build costs actually incurred by PS Lightwave.
 - ii. Prior to the Commencement Date of Services, if Customer requests PS Lightwave change the type of Services ordered, the location of any part of the Services or to

delay the Commencement Date more than thirty (30) days ("Substantive Change") or cancels a Service Order, Customer shall pay PS Lightwave's standard installation fees for such Services, any special build costs, and any provider charges associated with the changed Services; provided, however, if during the same time period, Customer submits a change order which is not a Substantive Change, Customer will only be required to reimburse PS Lightwave for any special build costs and provider charges associated with such change.

11. MUTUAL INDEMNITY & LIMITATIONS OF LIABILITY.

- a. Subject to the other provisions of this Agreement and to the extent allowed by law, Customer and PS Lightwave shall defend, indemnify and hold harmless the other from and against any loss, debt, liability, damage, obligation, claim, demand, judgement or settlement of any nature or kind, known or unknown, liquidated or unliquidated, of any third party, including without limitation all reasonable costs and expenses, such as reasonable litigation costs and attorneys' fees ("Claim"), relating to damage to tangible property or bodily injury, or wrongful death, to the extent such Claim arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents or contractors in connection with the Agreement or the provision of Services hereunder.
- b. **PS Lightwave Indemnity** PS Lightwave agrees to release, defend, indemnify and hold harmless Customer and its officers, directors, employees, contractors and agents from and against all third party claims, liabilities losses, expenses and damages related to actual or alleged infringement of any patent, copyright, trademark or other intellectual property right or trade secret misappropriation arising out of or related to the Services. PS Lightwave's obligations herein shall not apply if the infringement arises solely from information provided by Customer. **THE PARTIES INTEND THAT, TO THE EXTENT A CLAIM RESULTS, THE INDEMNITY OBLIGATIONS IN THIS SECTION SHALL APPLY PROPORTIONALLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE SOLE, JOINT OR CONCURRENT BREACH, NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER PASSIVE OR ACTIVE, OF EITHER PARTY, ITS AFFILIATES, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.**
- c. **Damages / Causes of Action.**
 - i. For purposes of this Section, the term "PS Lightwave" shall be deemed to include PS Lightwave, its Affiliates, owners, directors, officers, employees, and any person or entity assisting PS Lightwave in its performance pursuant to this Agreement.
 - ii. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF PS LIGHTWAVE TO CUSTOMER, (A) FOR BODILY INJURY OR DEATH TO ANY PERSON OR FOR DAMAGE TO ANY REAL OR TANGIBLE PROPERTY CAUSED BY THE WRONGFUL ACT OR OMISSION OF PS LIGHTWAVE SHALL BE LIMITED TO CUSTOMER'S RIGHT TO PROVEN DIRECT DAMAGES, AND (B) FOR ALL OTHER DAMAGES OTHER THAN THOSE SET FORTH IN SUBSECTION (A) AND NOT OTHERWISE EXCLUDED OR LIMITED BY THIS AGREEMENT, SHALL, IF PS LIGHTWAVE IS JUDICIALLY DETERMINED TO HAVE SOME LIABILITY TO CUSTOMER, FOR WHATEVER REASON, ARISING UNDER OR RELATED TO ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, IN THE AGGREGATE FOR ALL SUCH ACTS OR OMISSIONS, BE LIMITED TO AN AMOUNT EQUAL TO THE RECURRING CHARGES UNDER THIS AGREEMENT FOR THE FIRST TWELVE (12) MONTHS OF THE TERM HEREOF.
 - iii. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PS LIGHTWAVE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY END USER ARISING FROM OR RELATED TO ANY FORCE MAJEURE EVENT.

- iv. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL CUSTOMER OR PS LIGHTWAVE OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE (OTHER THAN SUCH DAMAGES AS MAY BE INCLUDED AS A COMPONENT OF LIQUIDATED DAMAGES OR TERMINATION CHARGES UNDER THIS AGREEMENT) SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF CONTRACT, BREACH OF INDEMNITY PROVISIONS, BREACH OF WARRANTY OR ANY OTHER THEORY OR SOURCE, WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY THEREFROM. IN ADDITION, PS LIGHTWAVE SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, AUTHORIZED EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY PS LIGHTWAVE; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT OF SERVICE CREDIT ALLOWANCES SPECIFIED IN THE RELEVANT PRODUCT SUPPLEMENT) OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR ANY THIRD PARTY'S APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.
- v. THE INDEMNIFIED PARTY SHALL PROMPTLY NOTIFY THE INDEMNIFYING PARTY IN WRITING OF ANY CLAIMS WHICH ARE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT AT ITS OWN EXPENSE TO APPOINT ITS OWN COUNSEL WHO SHALL BE ENTITLED TO PARTICIPATE IN ANY SETTLEMENT NEGOTIATIONS OR LITIGATION REGARDING ANY MATTER FOR WHICH IT IS ENTITLED TO BE INDEMNIFIED HEREUNDER. THE INDEMNIFYING PARTY SHALL NOT AGREE TO ANY SETTLEMENT OR CONSENT TO ANY DECREE, ORDER OR JUDGMENT WITHOUT OBTAINING THE CONSENT OF THE INDEMNIFIED PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.
- d. **Service Credits.** Customer's sole remedy for any failure of Service is the right to receive service outage credits, if applicable and as set forth in PS Lightwave's Service Level Agreement ("SLA") attached hereto and incorporated herein.
- e. **Limitation of Representations and Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PS LIGHTWAVE MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY PS LIGHTWAVE ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER AGREES THAT PS LIGHTWAVE DOES NOT MONITOR, EXERCISE CONTROL OVER, NOR ACCEPT RESPONSIBILITY FOR THE CONTENT OF THE INFORMATION PASSING THROUGH OR CONTAINED WITHIN PS LIGHTWAVE'S FACILITIES, HOST COMPUTERS, NETWORK HUBS

AND POINTS OF PRESENCE (THE "PS LIGHTWAVE NETWORK") OR THE INTERNET, OR THE CONTENT OF THE INFORMATION RESIDING ON THE CUSTOMER'S EQUIPMENT OR TRANSMITTED OVER ITS NETWORK, AND IS NOT LIABLE FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM THE CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CLIENTS VIA THE SERVICES PROVIDED BY PS LIGHTWAVE. CUSTOMERS SHALL INDEMNIFY AND HOLD PS LIGHTWAVE HARMLESS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO CUSTOMER'S CONTENT OR USE OF ANY INFORMATION RESIDING ON CUSTOMER'S EQUIPMENT OR TRANSMITTED OVER ITS NETWORK. USE OF ANY INFORMATION OBTAINED VIA PS LIGHTWAVE'S SERVICES IS AT CUSTOMER'S OWN RISK. PS LIGHTWAVE SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. IN THE EVENT THAT PS LIGHTWAVE PROVIDES CUSTOMER WITH PRODUCTS IN CONJUNCTION WITH THE SERVICES (I.E., THIRD PARTY SOFTWARE PRODUCTS OR EQUIPMENT), PS LIGHTWAVE ALSO PROVIDES SUCH PRODUCTS AS IS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, OR IMPLIED.

- f. **No Waiver of Immunity.** Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of Customer, its trustees, officers, employees and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of Customer.
- g. **Survival and Duration.** These indemnification provisions and obligations shall survive this Agreement and as set forth, represent the entire liability of PS Lightwave and Customer's sole and exclusive remedies, with respect to any claim subject to indemnification under this Agreement.

12. NETWORK DISRUPTIONS & SECURITY

- a. PS Lightwave shall have no liability whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals caused by network disruptions. The installation, use, inspection, maintenance, repair and removal of the Authorized Equipment may result in network disruptions, service outages or potential damage to Customer's network operations. Customer therefore agrees to take reasonable precautions during use of the Services. In the event of an emergency, PS Lightwave has the right to perform maintenance and/or restoration of its facilities, including but not limited to actions required to restore continuity to a severed or partially severed fiber optic cable, restore dysfunctional power and ancillary support Authorized Equipment, or correction of any potential jeopardy conditions. PS Lightwave shall notify Customer as soon as is reasonably practicable of any further disruptions to Services related to the emergency event.
- b. PS Lightwave shall not be liable for any third-party network breaches on Customer's premises, equipment, software or hardware. Customer assumes the risk of any unauthorized third-party access to Customer's network. PS Lightwave makes an effort to keep its network secure but no network is perfect. Customer should take whatever steps it deems necessary to ensure its data is not accessed by unauthorized third parties.

- 13. **INSURANCE.** To insure against all risks of loss and damage from the Commencement Date, PS Lightwave agrees to maintain in force throughout the term of this Agreement, at their own expense, Employer's Liability insurance and Commercial-General Liability in an amount not less \$1,000,000 as required for operations under this Agreement. Upon the request of Customer, a certificate of insurance shall be provided that evidences the minimum levels of required insurance and includes and/or names the other Party as an additional

insured.

Email: legalgroup@pslightwave.com

14. GENERAL TERMS

- a. **Assignment.** This Agreement shall be binding upon and inure to the benefit of Customer, PS Lightwave and their respective Affiliates, successors, assigns, officers, directors, employees and agents. Customer may not assign this Agreement or any of its rights or responsibilities hereunder without the advance written consent of PS Lightwave, and any attempt by Customer to do so shall be void and of no effect. Consent shall not be unreasonably withheld; however, Assignee of Customer may be required to complete and be approved as credit worthy prior to PS Lightwave's acceptance of assignment and shall agree in writing to accept all the terms and conditions here, without exception. PS Lightwave's rights and obligations under this Agreement may be assigned to any business entity, which succeeds to ownership or operation of the PS Lightwave Services. Notwithstanding the above, either party may assign this Agreement and any of its rights or obligations hereunder to any Affiliate or to any Person, including but not limited to, any entity which acquires the business or assets of Customer to which this Agreement relates, whether by merger, purchase or otherwise, but the other party to this Agreement is not bound by any assignment until such party has received written notice of such assignment signed by both the assignor and the assignee.
- b. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- c. **Force Majeure.** Neither party shall be liable to the other or in default of this Agreement, nor shall any credit allowance or other remedy be extended, for any failure of performance or Authorized Equipment due to causes beyond such party's reasonable control including but not limited to any catastrophic event, earthquakes or other Acts of God, wars, civil disturbances, revolts, sabotage, theft, vandalism, transportation disasters, explosions, fire, acts or omissions of suppliers, fiber/cable cut, equipment or power failure, rodent damage, flood, any law, order or regulations or requests of any governmental entity, national emergency, terrorist activities, insurrections, riots, any acts or restraints of government or any regulatory authority, work stoppages or disruptive labor activities, global or natural disasters or like events, lack or delay in transportation, or failure of a third party to grant or recognize a right beyond the reasonable control of the party delayed. Both parties shall be excused from such performance to the extent, *but only to the extent*, that it is prevented, hindered or delayed by such causes. Upon the occurrence of any of such events, the party whose performance is prevented, interrupted, hindered or delayed shall give prompt notice to the other party, updating such notice at regular intervals regarding such event and the effect thereof, and use reasonable efforts to continue performance notwithstanding such cause. Financial inability to perform shall never be deemed a force majeure event unless it is caused by a moratorium on banking operations.
- d. **No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).
- e. **Notices.** Notices hereunder shall be deemed properly given when delivered. If delivered in person, or when sent via facsimile, overnight courier, electronic mail or when deposited with the U.S. Postal Service. Customer shall notify PS Lightwave of any changes to its address listed on any Service Order.

If to PS Lightwave:

5959 Corporate Drive, Suite 3300
Houston, Texas 77036
832.615.8000
Attn: Legal Group

If to Customer:

City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546
Attn: City Manager
Email: fwdcity@friendswood.com

- f. **Acceptable Use Policy ("AUP").** Customer's use of Services shall at all times comply with PS Lightwave's then-current AUP as amended by PS Lightwave from time to time attached hereto and incorporated herein. Violation of federal or state laws or regulations or failure of Customer to comply with the AUP shall be grounds for immediate termination of Services. Termination for violation of the AUP shall in no event release Customer from the obligation to pay all amounts due and payable hereunder. Upon termination for violation of the AUP, any and all of Customer's payment obligations become immediately due.
- g. **Entire Agreement.** This Agreement and the attached and incorporated Service Orders, Change Orders, Exhibits, if any, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing, and supersedes all previous representations, understandings or agreements. No modification of this Agreement may be made except in writing signed by both parties.
- h. **Governing Law.** The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- i. **Jurisdiction & Venue.** ALL PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE DISTRICT COURT OF GALVESTON COUNTY, TEXAS AND HEREBY AGREE THAT ANY SUCH COURT AND ONLY SUCH COURT SHALL BE THE PROPER FORUM AND VENUE FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER. EACH PARTY WAIVES ALL DEFENSES OF EACH OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. PROCESS MAY BE SERVED ON EITHER PARTY IN THE MANNER AUTHORIZED BY APPLICABLE LAW OR COURT RULE.
- j. **Consent to Electronic Contracting.** By entering into this Agreement, the Parties consent during term of this Agreement:
 - (i) to conduct this transaction and enter into Service Orders, SLAs, billing and other agreements electronically;
 - (ii) to use electronic signature and records in connection with this Agreement, any amendment of this Agreement and any Service Order or other document issued under this Agreement; and
 - (iii) to receive electronic mail and other electronic communications with respect to any document or transaction relating to or regarding this Agreement and the Services PS Lightwave provides to Customer, including any Service Order, invoice, billing, notice, certificate, consent or record.

The Parties may provide documents to each other electronically by emails that include attachments or embedded links. The delivery of any Party to the other of an electronic signature to this Agreement or any notice hereunder, shall have the same effect as the delivery of an original signature.

15. **REGULATIONS.** The Parties agree that in the event of a decision by a telecommunications regulatory authority at the federal, state or local level necessitates material modifications in this Agreement, the Parties will negotiate in good faith to modify this Agreement in light

of such decision. Customer warrants that the traffic which Customer places on each Service will have no more than ten percent (10%) interstate traffic component. Upon request, Customer will make its record available to PS Lightwave for inspection and verification of such warranty.

16. **DISPUTE RESOLUTION.** Except under circumstances requiring immediate injunctive relief, any dispute, controversy or claim arising out of or relating to the Agreement, the Parties' performance under it, or its breach ("Dispute") shall, upon the written request of either Party, be dealt with in accordance with the dispute resolution process before resorting to litigation.

- a. **Executive-Level Negotiations.** If any Dispute is not resolved promptly in the ordinary course of business, either Party may request to resolve such Dispute through face-to-face executive level negotiations, as provided herein, before resorting to litigation. Any such executive level negotiations shall be initiated within five (5) business days (or such other period as the Parties shall otherwise agree) of the date of written notice from the requesting Party to the other Party of the Dispute ("Negotiation Notice"), which Negotiation Notice shall be delivered to the other Party in accordance with the notice section of the applicable, disputed Service Order, and shall: (i) outline the allegations that form the basis of any anticipated complaint; (ii) invite a written response within a reasonable period of time; and (iii) request to initiate to executive level negotiations within the aforementioned five (5) day time period. All executive level negotiations shall be conducted by a management representative of each Party with authority to settle the Dispute. Either Party may elect, upon two (2) business days written notice to the other Party, to bring its legal counsel to such executive level negotiations. The location, form, frequency, duration and conclusion of the executive level negotiations will be at the discretion of the Parties' representatives; provided, however, that either Party shall be entitled to terminate executive level negotiations at any time.
- b. **Non-Binding Mediation.** If the Parties do not resolve the Dispute in accordance with the negotiation process set forth above, the Dispute may be submitted to non-binding mediation before an independent mediator, who shall be mutually designated and agreed upon by the Parties. All costs associated with non-binding mediation shall be borne equally by the Parties.
- c. **Settlement.** Completion of Dispute Resolution Process. All matters resolved pursuant to this Section shall be documented through the Parties' execution of a written settlement agreement. The Parties agree that the refusal or failure of either Party to participate in executive levels discussions, as described herein, or to otherwise engage in good faith informal dispute resolution efforts, including but not limited to non-binding mediation above, shall constitute an unjust and unreasonable practice. In the event any Dispute is not resolved through the dispute resolution process set forth herein, either Party may seek any legal remedies to which it may be entitled before any Galveston County State District Court.
- d. **Effect of Dispute Resolution.** All conferences, discussions and correspondence that occur in connection with the dispute resolution procedures conducted shall be deemed settlement discussions, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence, or used for impeachment or for any other purpose, in any current or future litigation. Unless otherwise agreed, each Party shall bear its own costs and expenses, including attorneys' fees, incurred in connection with the dispute resolution process, except that the expenses and fees for independent mediation services, and for

any independent facilities used for mediation, if any, shall be shared equally between the Parties.

17. **CONFIDENTIALITY.**

- a. If PS Lightwave and Customer have executed a Confidentiality and Non-Disclosure Agreement or similar agreement, the Parties agree that the terms therein shall apply to any disclosure made hereunder and remain in full effect throughout the term of the Agreement. If no such agreement is in effect, Customer and PS Lightwave agree to maintain in strict confidence all technology, research and development, business affairs, pricing, trade secrets, and other proprietary information of the other party disclosed under the Agreement. No obligation of confidentiality shall apply to disclosed information that is in the public domain (through no violation of this Section by recipient) that the recipient: (1) already possesses at the time of disclosure without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligation or confidentiality from a third party. The Parties' obligations under this Section shall survive expiration or termination of the Agreement.
- b. If the recipient is required by law, rule, regulation or court order to disclose any confidential information, the recipient will promptly notify the disclosing party in writing prior to making any such disclosure in order to facilitate the disclosing party seeking a protective order or other appropriate remedy from the appropriate body. The recipient agrees to cooperate with the disclosing party in seeking such order or other remedy. The recipient further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the confidential information, it will furnish only that portion of the confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the confidential information.
- c. Neither party shall use the other's name in publicity or press releases without obtaining the other's prior written approval.
- d. PS Lightwave acknowledges that Customer is subject to the Texas Public Information Act, and PS Lightwave waives any claim against and releases from liability Customer, its officers, employees, agents and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained or held by PS Lightwave and determined by the Customer, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

18. **CONSTRUCTION OF AGREEMENT.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be constructed fairly and reasonably and not more strictly against the drafting party than the non-drafting Party. Customer acknowledges and understands that it has had the opportunity to review this agreement with independent counsel and enters into this agreement with full knowledge and understanding of its terms and conditions.

19. **RIGHT TO AUDIT.** Execution of this Agreement constitutes PS Lightwave's acceptance of the authority of Customer's internal and external auditors, including state or federal funding agencies, or any of their duly authorized representatives (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. PS Lightwave agrees to cooperate with the Auditor conducting such audits or investigations and to provide the Auditor access to books, documents, papers, and records of PS Lightwave which are pertaining to goods and services related to the performance of this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. PS Lightwave agrees to maintain all records pertinent

to this Agreement for ten (10) years after Customer has made final payment and all other pending matters related to this Agreement are closed.

20. **HIRING PROHIBITION.** During the term of this Agreement, the Customer or any of its affiliates will not, directly, or indirectly, for their own account or for or on behalf of any other person or entity, whether as an officer, director, employee, partner, principal, joint

venture, consultant, investor, shareholder, independent contractor or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor or otherwise), any employee or independent contractor of PS Lightwave, or solicit or induce, or attempt to solicit or induce or take away, any of PS Lightwave’s employees, consultants, clients, Customers, vendors, suppliers, or independent contractors to terminate their relationship with PS Lightwave or the other party.

CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT. BY SIGNING THIS AGREEMENT CUSTOMER ACKNOWLEDGES AND REPRESENTS THAT PRIOR TO ITS EXECUTION IT HAS FULLY READ AND UNDERSTANDS (a) THIS AGREEMENT, (b) THE DEFINITIONS AND GENERAL TERMS DEFINED HEREIN, (c) ANY OTHER REFERENCED SCHEDULES, EXHIBITS, ATTACHMENTS AND/OR SERVICE ORDERS EXECUTED IN CONJUNCTION HERewith OR PURSUANT TO THE TERMS HEREOF AND AGREES THAT THE DEFINITIONS AND GENERAL TERMS, THE APPLICABLE PRODUCT SUPPLEMENTS, SERVICE ORDERS AND ANY OTHER DOCUMENTS REFERRED TO AND INCORPORATED INTO THIS AGREEMENT ARE A PART OF THIS AGREEMENT AS IF SET FORTH HEREIN IN THEIR ENTIRETY. EXECUTION HEREOF BY THE PARTIES CONSTITUTES AN AGREEMENT AND ACKNOWLEDGMENT THAT THE RELEASE, INDEMNIFICATION, AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND ARE CONSPICUOUS.

AGREED TO AND ACCEPTED
CITY OF FRIENDSWOOD

AGREED TO AND ACCEPTED
PS LIGHTWAVE, INC.

By: _____ Date _____
Title:

By: Rhonda Cook _____ Date _____
Chief Executive Officer

**EXHIBIT 1 -SERVICE LEVEL AGREEMENT
MAINTENANCE & REPAIR & ACCEPTABLE USE POLICY****SERVICE LEVEL AGREEMENT**

PS Lightwave has designed a maintenance and support plan to meet the needs of services installed by PS Lightwave. The support plan is designed to provide on-site support response within two hours of notification, 24 hours per day, 7 days per week according to the following Service and Maintenance plan:

- **Network Availability:** PS Lightwave shall make all reasonable efforts to ensure 99.99% network availability of the Applicable Services.
- **Network Operations Center:** the PS Lightwave Support Plan is based on providing the Customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The Customer has the right, and is encouraged, to call concerning any problems that may arise relative to its connection with PS Lightwave provided services.
- **Trouble Reporting:** Upon interruption, degradation or loss of service, the Customer may contact PS Lightwave by calling [832.615.8000](tel:832.615.8000). Minor problems can be reported through e-mail: support@pslightwave.com. Upon contact from the Customer, the PS Lightwave support team will initiate an immediate response to resolve any the Customer issue. The Customer will receive rapid feedback on trouble resolution, including potential resolution time.
- **Escalation:** In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- **Trouble Reporting, Escalation and Resolution:** At the time of contract execution, the Customer agrees to provide PS Lightwave with an overview of its internal procedures for trouble reporting and resolution, including the Customer's internal escalation contacts. The Customer agrees to provide at least customary Tier 1 support to assist PS Lightwave in closing the incident report.
- **Measurement:** PS Lightwave's stated commitment is to respond to any outage within two (2) hours with a four (4) hour restoration of service. Time starts from the time the Customer contacts PS Lightwave and identifies the problem.
- **Credits:** The Customer shall not receive a credit allowance for any outage caused by (i) the negligence or acts of it or its end user or agents; (ii) failure of power; (iii) the failure or malfunction of non-PS Lightwave equipment or systems; (iv) circumstances beyond PS Lightwave's control; (v) lack of PS Lightwave access to service premises; or (vi) a planned service outage, unscheduled emergency maintenance scheduled maintenance alteration or implementation.

Outage Length	Credit
Less than 5 Hours:59 Minutes	None
6 Hours to 8 Hours:59 Minutes	2/5 Day
9 Hours to 11 Hours:59 Minutes	3/5 Day
12 Hours to 14 Hours:59 Minutes	4/5 Day
15 Hours to 24 Hours	1 Day

The time shall start when a trouble ticket is opened and shall terminate when the ticket is acknowledged as resolved and closed by both the Customer and PS Lightwave.

- **Components Included (but not limited to):** The following components are included in this Plan: PS Lightwave provided WAN Infrastructure components.

- **Components Excluded:** The following components are not included in the Plan:
 - All components during downtime for PS Lightwave previously scheduled maintenance windows. PS Lightwave shall provide a five (5) business day notification of all scheduled maintenance. Scheduled maintenance shall be performed between the hours of 12:00 am to 6:00 am local time.
 - Any PS LIGHTWAVE components within the Customer's Facility that cannot be corrected due to unavailability of the Customer or inaccessibility of the premise.
 - The Customer's equipment or content.
- **Reports:** Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

MAINTENANCE & REPAIR

1. **Network Operations Center:** PS Lightwave's Maintenance, Repair and Support Plan is based on providing the Customer support functions, including problem tracking, resolution, and escalation support management. The PS Lightwave Network Operations Center (NOC) is staffed on a 24x7x365 basis by trained PS Lightwave technicians. The Customer has the right to and are encouraged to call concerning any problems that may arise.
2. **Trouble Reporting:** Upon interruption, degradation or loss of service, the PS Lightwave NOC initiates contact based on the Customer provided trouble reporting contact list, otherwise:
 - A. **Tier One Reporting:** As circumstances dictate, the Customer contacts PS Lightwave by calling [832.615.8000](tel:832.615.8000) or e-mail: support@pslightwave.com. PS Lightwave Tier One personnel are trained to answer and respond to many questions and service-related issues. They will initiate a trouble ticket, if required, and send the ticket on to the correct PS Lightwave staff member.
 - B. **Tier Two Reporting:** PS Lightwave NOC personnel are trained to answer all service questions and resolve problems. This is a 24x7x365 operation. PS Lightwave NOC operators have a wide range of network management tools at their disposal, in addition to field crews to investigate outages, fully equipped line restoration crews, splicers, systems testers and network engineers.

Whether the PS Lightwave NOC or the Customer initiates the contact, the Network Operations Center opens a trouble ticket to track response. The PS Lightwave support team will initiate an immediate response to resolve any The Customer issue. The Customer will receive rapid feedback on problem resolution, including approximate resolution time if there is a physical problem.

3. **Escalation:** In the event that service has not been restored in a timely manner or the PS Lightwave NOC operator desires additional support, the problem is escalated to Tier Three. In addition, if the Customer does not feel that adequate attention has been allocated, The Customer can request an escalation of the trouble resolution to Tier Three. PS Lightwave Tier Three personnel will contact the Customer and will keep the Customer updated on all resolution actions. If necessary, the Customer will be provided with a list of PS Lightwave management personnel that may be contacted on a 24X7 basis.
4. **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
5. **Trouble Reporting, Escalation and Resolution:** After execution of the contract, the Customer agrees to provide PS Lightwave with an overview of its internal procedures for trouble reporting and resolution. The Customer's list of escalation contacts will be included in this.

ACCEPTABLE USE POLICY

This Acceptable Use Policy specifies the actions prohibited by PS LIGHTWAVE to users of the Network. PS LIGHTWAVE reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to this URL: <http://www.pslightwave.com>.

Declaration of Use. The traffic utilized over “The Company’s” Local DIA and Ethernet Circuits is intended to be Intrastate in nature. Traffic is Interstate if communication or the transmission of data traverses state lines. Your physical network may or may not traverse state lines. The physical end points of the facility over which the service is delivered is NOT the determinant of its jurisdictional assignment. If total traffic of 10% or more of Non-Internet Usage is transmitted over the circuit, the service will be considered interstate and Federal USF will apply. When Non-Internet Usage is less than 10%, the entire circuit is considered intrastate, and any applicable in-state fees will apply. The Customer acknowledges and certifies the relative percentage of utilization based on total traffic and the Customer also acknowledges it is the Customer’s obligation to notify “The Company” promptly of changes that would impact this Declaration.

Illegal use. The Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

System & Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. PS LIGHTWAVE will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Email. Sending unsolicited mail messages, including without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site’s mail server to relay mail without the express permission of the site.

Usenet. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as “SPAM”) is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A LIGHTWAVE CUSTOMER OR A CUSTOMER’S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

Calculation of Usage. PS LIGHTWAVE will allow the Customer to burst beyond their contracted bandwidth to a maximum port speed of 1Gb or 10Gb (*as applicable dependent on the bandwidth purchased*):

- If provisioned service is 100Mbps or anything less than 1Gb, the service is delivered on a symmetrical 1Gb port and allowed to burst symmetrically to the full 1G port capacity.
- If provisioned service is 1000Mbps (1GB) or greater the service will be delivered on a 10Gb port and allowed to burst symmetrically to the full 10G port capacity.

PS LIGHTWAVE will collect and record usage samples around the clock at frequent, regular intervals and calculate a monthly total which effectively disregards bursts of the top five percent (5%) usage within the total monthly sample, without incurring additional charges. Customer will only incur additional charges, in per Meg increments, if the total of the remaining ninety-five percent (95%) usage exceeds the contracted bandwidth. If the Customer at any time chooses to limit their bandwidth access to the contracted rate, PS LIGHTWAVE will rate shape the unique circuit port to guarantee a not-to-exceed bandwidth and allow the Customer to maintain the same monthly recurring fee.

PS LIGHTWAVE shall waive any incremental charges upon the first time occurrence where the Customer exceeds the ninety-fifth percentile (95th) rule. To avoid subsequent incremental overage charges, the Customer shall elect one of the following options:

- The Customer may rate shape the bandwidth to guarantee to not-to-exceed bandwidth assuring the same monthly recurring fee; or
- The Customer may increase the circuit bandwidth to reflect the additional bandwidth needed. (PS LIGHTWAVE will generate a Change Order Confirmation to the existing Service Order reflecting this change and forward to the Customer).

Should the Customer not elect one of the above options, the Customer agrees that any future occurrence to the Customer exceeding the ninety-fifth percentile (95th) rule will generate the standard incremental overage charges as identified herein.



5959 Corporate Dr. - Suite 3300, Houston, TX 77036

www.pslightwave.com - 832-615-8000

SERVICE ORDER

		Order No:	PLW-21565
Date:	December 4, 2023	Campaign:	220105 TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES
Consultant	David Caddle	Email	dcaddle@pslightwave.com

SECTION 1: CUSTOMER INFORMATION AND CONTACTS

Company:	CITY OF FRIENDSWOOD	BILLING (complete if different from Contact info):
Address:	910 S. Friendswood Dr	
City/State/Zip:	Friendswood, Texas 77546	
Phone:	281 996-3217	
Contact/Title:	Terry Prindle	
Email:	tprindle@friendswood.com	

Technical Contacts

Contact/Title:	
Phone:	
E-Mail:	

SECTION 2: ORDER PROFILE

Type:	Renewal	Customer:	Existing	ETP:	100%
Term:	5 Years	Auto Annual Renewals	ARO:	12/4/2023	from receipt of executed service order

SECTION 3: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. At the discretion of PS Lightwave, applicable Non-Recurring Costs (NRC) may be invoiced either upon service provisioning or within fifteen (15) days of execution of this order).

Product	Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
Ethernet Point-to-Point 5 Mbps	EPL5MB ALOC: 1600 Whitaker Dr, Friendswood Texas 77546 ZLOC: 15503 Brown Rd, Tomball Texas 77377	1	\$145.00	\$145.00	\$0.00
Dedicated Internet Gig Speed - 1 Gig	IP1000MB ALOC: 1600 Whitaker Dr, Friendswood Texas 77546	1	\$1,187.00	\$1,187.00	\$0.00
IPv4 /28 Includes 13 Usable Static IP Addresses	IPv4-13 ALOC: 1600 Whitaker Dr, Friendswood Texas 77546	1	\$25.00	\$25.00	\$0.00
				\$1,357.00	\$0.00

SECTION 4: SPECIAL INSTRUCTIONS

Previous contract 15532/1 and 15532/2
 5Mb EPL - Previous MRC - \$181.00 - CID 1020
 A LOC - 1600 Whitaker, Friendswood, TX 77546
 Z LOC - 15503 Brown Rd. Tomball, TX 77377
 1Gb Internet - Previous MRC - \$1,396.00 - CID 445
 1600 Whitaker Friendswood, TX 77546
 /28 IP Addresses - Previous MRC - \$26.00
 TIPS - 220105 TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES - purchasing cooperative contract

SECTION 5: AUTHORIZATIONS. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT. PS Lightwave's escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced. Additional terms and conditions relating to the provisioning of services under this Service Order may be found in the Parties' Master Service Agreement; however, should there be no executed MSA in place as of the date of this executed Service Order, Customer agrees all terms and conditions in the then current PS Lightwave MSA shall apply.

Customer:

PS LIGHTWAVE, INC

DocuSigned by:

Rhonda Cook

208C4F4DBF16434...

Name-Title:

Rhonda Cook - Chief Executive Officer

Date:

Date: 12/4/2023



5959 Corporate Dr. - Suite 3300, Houston, TX 77036

www.pslightwave.com - 832-615-8000

SERVICE ORDER

		Order No:	PLW-21740
Date:	December 4, 2023	Campaign:	220105 TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES
Consultant	David Caddle	Email	dcaddle@pslightwave.com

SECTION 1: CUSTOMER INFORMATION AND CONTACTS

Company:	CITY OF FRIENDSWOOD	BILLING (complete if different from Contact info):
Address:	910 S. Friendswood Dr	
City/State/Zip:	Friendswood, Texas 77546	
Phone:	281 996-3217	
Contact/Title:	Terry Prindle	
Email:	tprindle@friendswood.com	

Technical Contacts

Contact/Title:	
Phone:	
E-Mail:	

SECTION 2: ORDER PROFILE

Type:	Renewal	Customer:	Existing	ETP:	100%
Term:	1 Year	Auto Annual Renewals	ARO:	12/4/2023	from receipt of executed service order

SECTION 3: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. At the discretion of PS Lightwave, applicable Non-Recurring Costs (NRC) may be invoiced either upon service provisioning or within fifteen (15) days of execution of this order).

Product	Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
Ethernet Point-to-Point 20 Mbps	EPL20MB ALOC: 1600 Whitaker Dr, Friendswood Texas 77546 ZLOC: 555 W Walker St., League City Texas 77573	1	\$359.00	\$359.00	\$0.00
				\$359.00	\$0.00

SECTION 4: SPECIAL INSTRUCTIONS

Previous contract PLW-15532/3
20Mb EPL
A LOC - 1600 Whitaker, Friendswood, TX 77546
Z LOC - 555 W Walker, League City, TX 77573
CID - 2220 - Previous MRC - \$432.00
TIPS - 220105 TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES - purchasing cooperative contract

SECTION 5: AUTHORIZATIONS. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT. PS Lightwave's escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced. Additional terms and conditions relating to the provisioning of services under this Service Order may be found in the Parties' Master Service Agreement; however, should there be no executed MSA in place as of the date of this executed Service Order, Customer agrees all terms and conditions in the then current PS Lightwave MSA shall apply.

Customer:

PS LIGHTWAVE, INC

DocuSigned by:

Rhonda Cook

208C4F4DBF16434...

Name-Title:

Rhonda Cook - Chief Executive Officer

Date:

Date: 12/4/2023

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
 2023-1105909

Date Filed:
 12/19/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PS LIGHTWAVE, INC
 HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

01082023
 Services to be rendered

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Caddle, David	Houston, TX United States		X
	Cook, Rhonda	Houston, TX United States	X	
	PS Lightwave, Inc	Houston, TX United States	X	

5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is Rhonda Cook, and my date of birth is 11/15.

My address is 5959 Corporate Drive, Suite 3300, Houston, TX, 77036, US.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 19 day of December, 2023.
 (month) (year)

DocuSigned by:

Rhonda Cook

Signature of authorized agent of contracting business entity
 (Declarant)



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Rhonda Cook, the undersigned representative of PS Lightwave, Inc (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

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

In making this verification, I understand that the following definitions apply:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a).
2. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 19 day of December, 2023.

PS Lightwave, Inc

Company Name

DocuSigned by:

Rhonda Cook
Signature

Rhonda Cook - Chief Executive Officer

Printed Name/Title

STATE OF TEXAS §
COUNTY OF _____ §

Before me, _____, the undersigned notary public, on this day personally appeared _____, the _____ (Title) of _____ (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

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: January 8, 2024

Date submitted: 12/13/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the sole source agreement with Innovative Interfaces, Inc., for certain library management, discovery and resource-sharing technologies.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Polaris integrated library system software (ILS) will provide a seamless and efficient workflow for cataloging and tracking inventory, managing patron accounts on staff and user sides, provide usage data for collection development, and provide a new user interface with enhanced features for reader's advisory. Polaris provides enhanced service functions such as room scheduling software and mobile applications for wireless library usage. Polaris software also provides additional tools for promotion of library services and events, helping the library to keep patrons informed of ongoing and new services. Polaris software will improve library workflows for both staff and library patrons.

The agreement is for a five-year term with an initial implementation cost of \$12,715 and a yearly cost of \$45,433.66 (subject to an annual increase capped at 5% each year). The yearly cost will be offset by \$37,972.20, which is the amount the City pays to its current vendor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Clarivate Contract
2. Sole Source Letter
3. Government Code Verifications Form signed JA



ORDER FORM

Order Form Date: 12/14/2023

Innovative Interfaces Incorporated ("Clarivate")

789 E. Eisenhower Parkway
Ann Arbor, MI 48108
United States

Your use of the products and services set forth below are governed by the Master Agreement numbered MA-III-10002 (the "Terms") which are incorporated by reference into this order form.

CLIENT DETAILS

Contracting Entity City of Friendswood
("Client"):

Client Address: 416 S Friendswood Dr
Friendswood TX 77546-3906

PRODUCTS/SERVICES DETAILS

Product(s) / Service(s)

As described in the attached Pricing Exhibit(s) and Statement(s) of Work

ADDITIONAL TERMS

GOVERNING LAW & JURISDICTION: Texas

RENEWAL TERM: Notwithstanding anything in the Agreement to the contrary, in the event that Client has funding cuts of the appropriated funds for this Service, Client shall have the right to terminate the Agreement at the end of the then current term by Client providing Clarivate with sixty (60) days written notice prior to the end of each respective contract year. Subject to the early termination provisions as set forth in the Agreement, the term of the Software subscription will be effective for an initial overall contract term of five (5) years as reflected in the pricing exhibit (the "Initial Term"). Clarivate will provide Client with notice of the fee increase at least ninety (90) days prior to the renewal term at which time the Software will be automatically renewed for additional one (1) year terms ("Renewal Term:") unless either party notifies the other in writing (60) days prior to the Renewal Term of the intent to cancel.

FEES: Payment terms are Net 30 days after receipt of the invoice pursuant to the Prompt Payment Act. We may increase the fees each calendar year by up to 5%. Fees will be co-terminated to align your billing to the same Term.

LICENSE LEVEL: Your Authorized Users include your worldwide employees, third-party auditors, agents and contractors up to the maximum number of licenses purchased. Unless you have purchased a perpetual license, rights continue until the end of the term of the service.

PRODUCT SPECIFIC TERMS: Certain Products you are purchasing have additional terms which are attached as addenda to this Order Form. In the event of a conflict with the Terms, these Additional Terms will control solely for the applicable Product:

SIGNATURE

This Order Form is effective when signed and returned to us within ninety (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.

Signed on behalf of Clarivate

Signed on behalf of Client

Signature:

Signature:

Print Name: Jeff Anusbigian

Print Name: Morad Kabiri

Title: VP, Sales Operations

Title: City Manager

Date: December 14, 2023

Date: December 19, 2023

PRODUCT / SERVICE TERMS ADDENDA

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

- 1. License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
- 2. Copies.** Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production.
- 3. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 4. Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
- 5. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 6. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.
- 7. Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service

- 1. License.** We will provide you with subscription access via a website to our Integrated Library System solution known as "Vega". Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.
- 2. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 3. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 4. Authorized Users.** Patrons fall within the number of Authorized Users on your Order Form.



5. **Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

OPERATIONAL MATERIALS ADDENDA

Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products ("Covered Products"):

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Support Access. If you host your own Software, you must provide us direct network internet access to the Software, including any firewalls. We require such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

New Releases. Unless you have purchased our Hosting Services, additional fees at Clarivate's then-prevailing professional service rates will apply for implementation of New Releases.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.



Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.

Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓•
Dedicated production environment	✓•
99.9% guaranteed infrastructure uptime	✓•
Dedicated public IP address and custom URL	✓•
Operating system installation and management	✓•
Library software installation and upgrades	✓•
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Audit and Security Testing. Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.



Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc.). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.



Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**.

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

Service availability

We endeavor to ensure 99.5% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.



If availability falls below 99.5% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities, including those managed by Clarivate hosting partners, are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓•
Dedicated production environment	✓•
99.5% guaranteed infrastructure uptime	✓•
Dedicated public IP address and custom URL	✓•
Operating system installation and management	✓•
Library software installation and upgrades	✓•
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Physical Security. The physical infrastructure used to support the product (and other professional services purchased by you from Clarivate, as applicable), including the servers, storage, switches, and firewalls, are provided by the hosting provider. The hosting provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

Audit and Security Testing. Hosting providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Security Assessments. Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We also hold the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. We partner with hosting providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or



SSAE 16) and SOC 2. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Your responsibility. Client remains responsible for properly implementing access and use controls and configuring certain features and functionalities of the software that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of its data.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc.). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.



Pricing Exhibit

Innovative Interfaces Incorporated
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

Date 10/25/2023
Quote # EST-INC16822
Payment Terms Net 30
Overall Contract Term (Months) 60
Contract Start Date
Contract End Date
Sales Rep Clint Crockett
Site Code
Expires 12/31/2023

Bill To
Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906
United States

Ship To
Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906
United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Polaris Success Bundle - Public		1	"Polaris Public Success Bundle , Vega Discover+ (SaaS), Innovative Mobile (SaaS), Polaris Automatic Authority, and 25 Staff Client. Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Cloud hosted solution with web interface. Supports staff tasks and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent Integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors, Mobile Patron App (MyLibrary!) & RESTful APIs."				37,975.16	
Vega Program	SaaS	1	Streamlines event and program management.		10,000	7,458.49999997	7,458.50	25.415%

First Year Total US\$45,433.66

Statement of Work

This Statement of Work (the "SOW") dated November 6, 2023 is entered into pursuant to the Order Form between City of Friendswood ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of November 6, 2023 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

I. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and cost to complete the engagement based on Innovative's prior experience with similar projects and discussions with Client. The Client hereby acknowledges that the SOW will capture all detailed requirements and documents the high-level requirements and implementation approach discussed. A final detailed requirements document will be agreed to in writing by the parties which will describe the final functional scope.

II. Implementation Methodology

Innovative will provide an industry proven implementation methodology that ensures the success of both the project management and technical aspects of the software implementation project.

The goal of Innovative's project management is to ensure 1) that all aspects of the project are tracked and managed effectively, 2) risks and issues are tracked and managed effectively, and 3) all project personnel, at Innovative and the Client, have on-demand access to all project management tools, documentation, and status information.

To facilitate access to project information and resources, by Innovative and the Client, Innovative will establish an online project management site. The project management site will serve as the master archive for all project planning and management documents and databases, product documentation and inter-staff communication tools. The site will be established immediately upon assignment of the contract to the Innovative Project Manager, and access for Client project staff will be provided upon creation. The project management site will serve as the primary communication and sharing hub for the project management documents, tools, and methods.

Following contract signing, the Innovative project manager will work directly with the Client's implementation team to finalize a project schedule, and to reserve resources within our implementation team. The final schedule will be negotiated directly with the Client, and take into account Client staff availability for profiling and project management, and the various technical tasks that are required.

III. Scope of Services

A. Polaris Implementation

a. Project Initiation and Kickoff

During this phase the parties set up management of the project, agree on project team members for both parties, and setup the project reporting and timeline management process. The Project Manager will execute the project plan for Innovative, and work in conjunction with the migration team at the Client. Key elements of the process include:

- Jointly developing a project schedule, at the beginning of the project, to track the execution and delivery of every key aspect of the migration project
- Jointly developing a list of project risks that need to be planned for and managed during the implementation project, as well as assigning the individuals responsible for managing each area
- Regularly scheduled conference calls between the project team at Innovative and the Client, to review the status of project tasks, discuss and resolve areas of concern, and discussion of risk areas
- Regular status reports to the Client
- Working sessions, early in the project, to develop the plans named above, to explain the implementation process, answer questions, and to develop the policy and data mappings that will be required to configure Polaris and load your data

b. Profiling

i. Innovative will provide 2 days of online Profiling:

- Profiling services are conducted as working sessions, between the Innovative Project Manager and the ILS automation team at the Client. During the working sessions, the Project Manager will work with the automation team to document an extensive collection of system policy and profile information including, in part:
 - System, library and branch identities and locations, hours of operation, holidays, free days, patron and statistical categories, shelving locations, collections, material types, and numerous other operations parameters
 - Network and workstation data
 - Policy data such as circulation policies, fines and fees, notifications and notification policies, overdue, holds policies, holds routing, and numerous other pieces of policy information.

A comprehensive set of profiling guides and worksheets, will be provided to the Client in advance of system profiling. These guides will allow the Client to understand the profiling decisions that must be made by the automation team and allow for data collection to commence in advance of the profiling working sessions with the Project Manager. The provided guides, as well as the consultation provided by the Project Manager during the profiling working sessions, assist the Client in understanding the decisions being made, their impact on system operation once in production, and the implications of some profiling decisions on other decisions that must be made. Following profiling sessions, the Innovative project manager will use existing system migration tools to load the policy and profile information directly into the Polaris test/training database.

c. Software Setup and Access in Cloud Environment

Innovative will install the Polaris Success bundle in the Cloud environment and upon completion, the client will confirm access to the software bundle outlined below and accept the software installation phase as complete.

- Polaris Success Bundle
 - Acquisitions
 - EDI - Electronic Ordering
 - EDI - Electronic Invoicing
 - Titles to Go
 - Selection Lists
 - Cataloging
 - Polaris Authority Control
 - Export Express
 - Z39.50 Client, Broadcast & Server
 - Circulation
 - Classic Inventory Control
 - Collection Agency / Debt Collection (Unique Management)
 - eCommerce
 - Self-Check using Express Check
 - Floating Collections
 - Holds
 - Outreach
 - Interlibrary Loan
 - RFID Integration
 - NCIP for Third-party ILL
 - Notices
 - Offline Circulation
 - Patron Images
 - SIP2 Interface for Self Check
 - eContent Integration
 - Serials
 - Claiming
 - Polaris REST APIs
 - Polaris Canned Reports
 - Simply Reports
 - SQL query access (read only) with Microsoft reporting services

d. Data Migration

Innovative will employ a “one database” concept for the Polaris implementation. The one database concept means that a single “shell” database is created at the beginning of the implementation, and as the implementation proceeds, successive layers of data and configuration are added to the database. The same database that the Client starts with at the beginning of the implementation is the same database that the Client eventually goes live on at the end of the implementation. The evolution of the database will proceed as follows:

- i. Shortly after the initial training server installation is completed, Innovative will, put a “shell profiling database” in place. The evolutions of the database are described below. Each evolution of the database builds on the information gained from the testing of the previous evolution and replaces the previous evolution:
 - The first evolution of the database will occur during system profiling, when Client staff will work with the Innovative project manager to profile the system. Following system profiling working sessions, between the Client and Innovative, system policies, permission groups, users, workstations, and other data will be entered directly into the shell database to configure it for the Client’s implementation.

- The second evolution of the database will occur when the first (test) data load is completed. Following the test load, the database becomes the “training database”. At this point in the implementation a fully functional, and fully populated, Polaris database exists. This database will be used for all profile and data migration testing and analysis, workflow analysis and consultation, and for all training. Access to the database is provided after the first data load is complete.
 - The third evolution of the database will occur in preparation for Go Live. The final data load is done on the profiled database and it is ready for production use.
- ii. Innovative will provide Data Migration Services to migrate the client's data from their existing ILS into the Polaris ILS include extraction (if contracted for), analysis, mapping and loading of data into the Polaris Test/Training Database, as well as extraction, migration and loading of the production database immediately prior to go-live on Polaris.
 - iii. Data extraction and migration is performed in accordance with the specifications put forth in the Innovative Data Migration Guide. This guide specifies all data types that will be migrated from the legacy system. Included records are bibliographic, authority, item, patron, checkout, holds and fines records. If the Client desires that other data types be migrated, feasibility and cost of migration will be determined at the time of the request.
 - iv. During the course of the data load, the Client is responsible for working with Innovative on data verification to ensure that all of the data is migrated and reconciled over the course of the implementation. Pricing includes two full loads (test and production). Because of our data loading methodology, additional loads are usually not required. However, if the Client desires additional loads to be performed, they can be quoted for an additional cost.

e. Software Configuration

Innovative will adapt the system to client's needs within the existing functionality in Polaris based on policy and other information gathered during Profiling sessions.

f. Training Services are delivered through web-based sessions. Training topics will be detailed in the schedule during the preparation phase based on Client go-live priorities and target dates.

The training sessions will include the following:

- 6 days of training online
 - 3 Days of Patron Services and Cataloging Training
 - 2 Days of Acquisitions Training
 - 1 Day of Serials Training
- Up to Twenty-Four (24) hours of instructor led online webinar training on the following topics as applicable:
 - System Administration
 - Simply Reports
 - Outreach Services
 - Export Express
 - Feature IT
 - ILL

g. Go-Live

The Go-Live phase will begin one to two weeks before go-live (based on the schedule to be negotiated with the Client), when the final extraction of bibliographic records from the legacy database takes place. The key steps in the final go-live process are as follows:

- i. Library Staff must complete training on the Polaris Offline client in preparation for going offline after the final data extraction.
- ii. A copy of the Polaris test/training database will be copied to the Polaris Test database (if applicable) and the database on the production server will be scrubbed of the training data.
- iii. The final data extraction will be performed from the legacy ILS (bibs, items, patrons, circ and holds data, etc.). At this point, no more work can be done in the legacy ILS.
- iv. Staff begin off-line circulation in Polaris. In this mode, staff can check items in and out, and new patrons can be registered.
- v. Client staff will work with Innovative, and other vendors, to switch 3rd party products and services to point to the Polaris production database. Innovative will provide the necessary information such as IP addresses, port numbers and URLs that the Client needs to share with 3rd party vendors.
- vi. The production data load is completed.
- vii. Innovative and Client conduct QA of the database, and Client accepts the data load.

- viii. Offline circulation files are uploaded to the Polaris production database.
- ix. In-library PAC stations are switched to point to the Polaris PAC. Staff begin circulation in Polaris in on-line mode, and the Client goes live on Polaris.
- x. During the Go Live process, Innovative provides online consulting and assistance, as needed.

B. Innovative Mobile App Implementation

Innovative Services Team ("Services Team") will work with the Client to configure, install, and test a customized Innovative Mobile application ("App") for the Client.

NOTE: Some services specified in this Statement of Work will be performed by third party vendor Solus ("Solus"), including creation of customized App for Client, and publishing of App to specified online app stores.

Specified work includes:

- a. Project management
- b. Project kickoff between Services Team and Client
- c. Creation and configuration of Client instance on Innovative Mobile Content Management System ("CMS") for a single production environment
- d. Custom App development
- e. Publishing of App to Apple and/or Google app stores
- f. Liaison with Solus
- g. Post-implementation testing
- h. Remediation of post-implementation issues found during testing

C. Vega Discover+ Implementation

- a) Innovative will install Vega Discover+ software.

Specified work includes, where necessary:

- 1) Project management
- 2) Requirements consultation between Client and Innovative
- 3) Post-implementation testing
- 4) Remediation of post-implementation issues, found during Innovative testing or found by the Client during the implementation period
- 5) Minimum scope of service to include:
 - Provisioning of a single production Vega Discover environment, and connection to Client's production ILS
 - Synchronization of production ILS and Vega Discover databases
 - Configuration training for Vega Discover
 - Product Overview
 - Consultation on Best Practices
 - Publishing of 1st Guide

D. Authority Control Processing

Innovative will consult with the client on the plans and process for this project as follows:

- Timeline
- Data offload methodology
- Cataloging workflow during the authority processing project
- Pre-production options
- Data load options

Following consultation, the following work will be performed:

- Bibliographic record extract/offload
- Upload of extracted data to the Authority Control Processing vendor
- Receipt of newly created records from the authority control processing vendor
- Reload of updated records and newly created authority control records

IV. Acceptance Testing

Client will have thirty (30) days to verify functions outlined in the scope of work. Defects not in compliance must be submitted in writing. Innovative shall clarify and resolve blocker problems within thirty (30) days of receipt of report or provide the Client with a written estimate of when resolution will occur. Within seven (7) days of receipt of notice of resolution from Innovative, the Client shall retest the function and confirm that the function has or has not been resolved. If not resolved, Innovative will continue working to resolve the problem until resolution is accepted by the Client. Once resolved, the client's rights provided above will reset giving the client another thirty (30) days.

V. Project Timeline

The following sample timeline begins after contract signing and outlines overall steps and responsibilities for a typical Polaris implementation. Event order and event time frames may be adjusted, e.g. time allotted for Client tasks may be extended or compressed. A project plan tailored to Client will be mutually agreed upon after project kickoff. The work plan, milestones, and deliverables will include a delivery/completion schedule that clearly identifies the deliverables, responsible parties, and the time of delivery.

MAJOR TASKS	DATES
Contract Signing	Week 1
Initial Phone Call with Customer to discuss project and profiles	Week 1
Library set-up in Supportal (Access, Documentation, Usage)	Week 2
Site Visit (Profile creation)	Week 3
Server staging	Week 4
Library System completes and submits Profiles to Project Manager	Week 6
Data Pull for Test load data analysis	Week 6
Implementation Profile input, review, and finalization	Week 7
Data Mapping	Week 8
Test data load	Week 9
Polaris QA of Data Load	Week 10
Library System has access to Test database for review and training	Week 11
Training – P1 – Circulation, Cataloging and PAC	Week 13
Acceptance Testing by Library System begins	Week 13
Library System internal staff training	Week 13
Third Party prep and testing	Week 13
Training – P2 – Acquisitions and Serials	Week 17
Training via Webinar	Week 18
Prepare for Polaris Offline	Week 20
Data Sign-off for Production load	Week 20
Library System is Offline with Polaris	Week 21
Final data migration on Production server	Week 21
Final Data QA	Week 21
Library System review of Production database and upload offline files	Week 21
Library System is Live on Polaris	Week 21
Completion of System Acceptance Testing	Week 25
Transition to Polaris Support	Week 26

VI. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Pricing Exhibit herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests approved in writing by the parties will be performed at a blended rate of \$200 per hour for all resources, unless otherwise agreed upon. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW.

VII. Innovative Services Team

The process of ensuring a seamless migration to a new integrated library system begins immediately after contract signing. After the contract is signed, Innovative will assign a project team to your implementation. The project team will consist of:

- a. **Project Manager:** The Project Manager has extensive knowledge of the Polaris ILS, the Polaris ILS database, library workflows, and library data. All Polaris Project Managers have years of project management experience and have implemented ILS migrations for many libraries.
- b. **Data Analyst:** The data migration specialist is responsible for creating, maintaining, and executing the SQL scripts, and other software, required for migrating your existing ILS databases into the Polaris ILS database. All Polaris Data Migration Specialists have extensive SQL skills, in-depth knowledge of MARC and other library data, and many years of experience in migrating ILS data.
- c. **Polaris Trainer/Consultant:** One or more Polaris trainers/consultants will be assigned to your implementation, shortly after the project kicks off. Your trainers are selected based on their knowledge of the specific subsystems and options that you will be implementing, as well as their experience in training similar libraries. All Polaris trainers have significant experience in ILS operations and training.
- d. **Polaris System Engineer:** The Polaris System Engineer performs the staging and installation for your Cloud system.
- e. **Executive Sponsor:** The Executive Sponsor is assigned to the project to provide oversight, be an escalation point, ensure the success of the project, and participate in the project steering committee.

By assigning this multi-disciplinary team to your implementation we can maximize the familiarity of the project team with your library and your implementation.

VIII. Client Implementation Team

In order to ensure a successful implementation, Innovative requests that the Client designate individuals from your staff to assume responsibility for the following roles

- a. **Executive Sponsor:** Provides executive oversight, ensuring the project is aligned to meet the goals of the Client project and Steering Committee.
- b. **Project Manager:** Works directly with the Innovative Project Manager to ensure that risks are mitigated, appropriate communication is achieved, and milestones are met. Works with Innovative Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project Steering Committee status reporting and Executive communications.
- c. **Librarian Lead:** Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the Client. The Librarian Lead will coordinate with key members of the team as required.
- d. **Technical Lead:** Will be responsible for assisting with Client responsibilities related to data migrations and any other system level duties required by Client.

IX. Implementation Assumptions

As part of the Innovative proposal for the implementation, we have outlined the following project assumptions which are critical to the successful delivery of the project:

- 1. Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
- 2. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.
- 3. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.
- 4. Participating in project kickoff, and assisting in establishing project schedule



5. Providing images for App customization
6. Applying for Apple Developer account, and providing app publishing credentials to Innovative Services team
7. Providing Services Team with required profile and configuration information, in an App configuration questionnaire and App configuration spreadsheet to be provided by Services Team.
8. Testing App download from Apple and Google app stores, and testing App for proper appearance, functionality, and configuration
9. Client must establish an Apple Developer Program account in order for Innovative to publish app to Apple store. This account will be used by Innovative for publishing the Client's iOS app to the Apple store. This account must be maintained throughout the duration of the Client's Innovative Mobile contract. If Client does not establish an Apple Developer Program account, Innovative will no longer be responsible for publishing the app to the Apple store.

Client will have 2 weeks (14 calendar days) to document in writing any implementation defects that prevent Client acceptance of the implementation. Client Implementation will be determined to be live upon the earlier of acceptance, or 2 weeks of the app in the test flight environment.



Pricing Exhibit

Innovative Interfaces Incorporated
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

Date
Quote #

10/25/2023
EST-INC16823

Payment Terms
Sales Rep
Technical Contact
Site Code
Expires

Net 30
Clint Crockett
CU7085 Friendswood Public Library

12/ 31/2023

Bill To

Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906
United States

Ship To

Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906
United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Polaris Public Success Bundle Implementation Services		1	Implementation of Polaris Public Success Bundle, Vega Discover+ (SaaS), Innovative Mobile (SaaS), and Authority Control services (provided by Innovative) as outlined in the corresponding SOW.				Included in subscription

Total Fees Included in subscription

Statement of Work

This Statement of Work (the "SOW") dated December 14, 2023 is entered into pursuant to the Order Form between City of Friendswood ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of December 14, 2023 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Vega Program Implementation*

Innovative will install Vega Program software.

Specified work includes, where necessary:

1. Project management
2. Requirements consultation between Client and Innovative
4. Post-implementation testing
5. Remediation of post-implementation issues, found during Innovative testing or found by the Client during the implementation period
6. Minimum scope of service to include:
 - Provisioning of a single production Vega Program environment, and connection to Client's ILS
 - ILS-Authenticated Registration configuration
 - Event and Room configurations
 - Payment configuration with Stripe
 - Training session for Vega Program

Innovative Services Team ("Services Team") will work with the Client to configure, install, and test a customized event management and room booking SaaS ("Vega Program") for the Client.

NOTE: Some services specified in this Statement of Work will be performed by third party vendor Solus ("Solus").

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the Client before work can proceed.

2. *Third Party Data Extraction*

Phoenix10 Technologies will perform the extraction of data from the legacy system.

3. *Third Party Authority Cleanup – Backstage Library Works*

Services to be performed by Backstage Library Works and data to be returned to Innovative prior to the final load of data.

C. Innovative Services Team



The Services Team will have the following resources available for this project:

1. **Project Manager:** Project Managers have years of project management experience and have implemented library systems for many libraries.
2. **System Engineer:** System Engineers work with the Client on ILS setup and configuration as well as installations, network connections, and infrastructure configuration.

D. Client Implementation Team

1. **Technical Lead:** Will be responsible for assisting with Client responsibilities related to the installation and any other system level duties required by Client.

E. Implementation Assumptions

2. Client's production ILS environment must be running the current General Availability ("GA") version of the software, or later.
3. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
4. Timeline for the completion of this project will be established, through joint planning conversations between the Client and Innovative during the initial stage of the project.
5. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

F. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the attached Pricing Exhibit herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Agreement. Any additional Change Requests approved in writing by the parties will be performed at a blended rate of \$200 per hour for all resources, unless otherwise specified. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.



Pricing Exhibit

Innovative Interfaces Incorporated
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

Date
Quote #

10/30/2023
EST-INC16835

Payment Terms
Sales Rep
Technical Contact
Site Code
Expires

Net 30
Clint Crockett
CU7085 Friendswood Public Library
12/31/2023

Bill To

Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906
United States

Ship To

Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906
United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Vega Program Implementation Services	Services	1	Vega Program Implementation Services		5,000.00000004	3,500.00000003	3,500.00
Custom Services	Services	1	Backstage Library Works - Authority Control Processing,		2,615	2,615.00	2,615.00
Polaris 3rd Party Data Extraction	Services	1	Polaris 3rd Party Data Extraction		6,600	6,600.00	6,600.00

Total Fees US\$12,715.00



Clarivate Terms

Agreement Number	MA-III-10002
Effective Date	December 14, 2023
Client Name	City of Friendswood

These Terms govern your use of the Clarivate products, services, and other deliverables ("**Products**") that you install or access through our platform(s) or website(s), or are otherwise identified in your order form, statement of work, quotation or other ordering document (each referred to as an "**Order**"). "**We**", "**our**" and "**Clarivate**" means the Clarivate entity identified in the Order; "**you**" and "**your**" means the Client entity identified in the Order.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("**Agreement**"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms.

1. Our products and services

(a) Orders. Your Order identifies the Products, quantities, relevant license and restrictions, fees and charges, permitted users ("**Authorized Users**") and other relevant details of your Order.

(b) Intellectual Property. Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "**Clarivate IP**"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

(c) Compliance. Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("**Applicable Laws**").

(d) Updates. The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 45 days after the change. Clarivate will notify you of such fundamental changes as soon as reasonably possible.

(e) Passwords. Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

(f) Usage information. We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

(g) Feedback and knowledge. Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(h) Documentation. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

(i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from



time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

2. Your obligations

(a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

(b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

(c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

(d) Third-party technology. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

(e) Unauthorized technology. Unless expressly permitted elsewhere in the Agreement for the relevant Product, you must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) download or scrape data from the Products; (iv) perform any text or data mining or indexing of the Products or any underlying data; (v) use the Products or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models; or (vi) use the Products or underlying data to develop or train any artificial intelligence, algorithms or models.

(f) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) use Clarivate IP to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) disable or bypass any functionality or restrictions within the Products or (v) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

(g) Your Responsibilities. To the extent permitted by law, you are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

3. Information Services

(a) Definition. “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

(b) License. Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

(c) Distribution. Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, (iv) to third parties upon execution of a written agreement between you, Clarivate and the third party, and (v) as otherwise required by law. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

(d) Attribution and representation. Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

(a) Definition. “**Installed Software**” means software which is downloaded to or implemented on your servers.

(b) License. You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

(c) Delivery. Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(d) Acceptance. Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

5. Hosted Software

(a) Definition. “**Hosted Software**” means our software applications made available to you via the internet.

(b) License. You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

(c) Delivery. We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

(d) Content. You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

(e) Security. We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional services

(a) Definition. “**Professional Services**” means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

(b) License. Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

(c) Changes. Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

(d) Access. As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

7. APIs and Data Feeds

(a) Information Services. Where we make Licensed Information available to you via API or a data feed, the information service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to enable Authorized Users to use the Products in accordance with the Agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times.

(b) Software. Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively “**Software**”) or otherwise allow our Software to interoperate with third-party programs or services (“**Client Configurations**”). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

(a) Payment and taxes. You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the receipt of invoice provided where the invoice has been emailed or delivered electronically it is deemed received on the date sent. r. Payment must be in the currency stated on your Order. Delinquent payments shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due within 30 days.

(b) Changes. We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) Increases in usage. If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges. We will give you at least 10 days' written notice of the date on which any increase in the charges pursuant to this clause shall take effect unless in the interim period you permanently cease your excess use.

9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws relating to the use of personal data relating to individuals ("**Data Privacy Laws**"), including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the applicable Data Privacy Laws or the data processing addendum.

10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (ii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an

appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality. It is expressly understood and agreed that should you receive a public information request for our confidential information, you shall submit the request to the Texas Attorney General (the "AG") and notify us. We will have the opportunity and obligation to argue to the AG as to why the information should be excepted from disclosure. The parties shall be entitled to rely on the AG decision.

11. Audit

(a) Audit right. Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

(b) Costs. If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 10% or if those costs are imposed on Clarivate by a third party provider.

12. Warranties and disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO IT'S THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.

(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY-CLIENT OR OTHER PROFESSIONAL RELATIONSHIP IS CREATED.

(e) THIRD PARTY MATERIALS. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

13. Liability

(a) Unlimited liabilities. Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or indemnification or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

(b) Excluded losses. Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.

(c) Limitation. The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

(d) Claims. You may not assign or transfer Claims and you must bring Claims within 24 months of arising.

(e) No liability. We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) Third party intellectual property. If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

(g) Mitigation. Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

(h) Equitable relief. Unless otherwise provided for under State Law, each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.

14. Term, Termination

(a) Term. The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) Suspension. We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the

cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) Termination. We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

(d) Effect of termination. Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

17. General

(a) Assignment. You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.

(b) Marketing. We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

(c) Amendment. The Terms may only be amended by the mutual written agreement of both parties.

(d) Enforceability. The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

(e) Non-solicitation. Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

(f) Performance. We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

(g) Headings and summaries. Headings and summaries shall not affect the interpretation of the Agreement.

(h) Waiver. Neither of us waives our rights or remedies by delay or inaction.

(i) Governing law and jurisdiction. Each of us agrees that any claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the



Order.

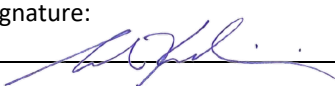
(j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

(k) Notices. Notices for Clarivate must be directed to contract.admin@clarivate.com. Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

Signed on behalf of Clarivate

Signed on behalf of Client

Signature: 

Signature: 

Print Name: Jeff Anusbigian

Print Name: Morad Kabiri

Title: VP, Sales Operations

Title: City Manager

Date: December 14, 2023

Date: December 19, 2023

881



December 14, 2023

Matt Riley, Director
Friendswood Public Library
416 S Friendswood Dr
Friendswood TX 77546-3906

Dear Matt:

The Vega Library Experience Platform, featuring Vega Discover is exclusively provided by Innovative Interfaces Incorporated and must be maintained exclusively by Innovative Interfaces. Innovative Interfaces is also the sole provider of Vega hosting and associated hosting services, as well as the data migration, project management and training services to implement Vega at the library, meaning that the library enjoys a coordinated level of support not available elsewhere.

There are several features that are part of the Vega Library Experience Platform that are uniquely suited to the needs of Public Library:

- The Vega Library Experience Platform is the only system available to libraries today which features a natively Bibframe context engine. This foundation provides one-of-a-kind search experiences for your patrons and staff by utilizing more than just your bibliographic MARC data. We believe that data should be linked to other data with context and interrelationships as its stored, making personalization and accessibility easy while providing actionable insights to continuously meet the needs of the community.
- Vega's support of Bibframe dramatically enhances the ability of patrons to discover a broader scope of resources due to its robust data structure that goes beyond what traditional MARC will allow.
- Vega is backward compatible with all MARC based data and adds a new data standard (Bibframe) that fits in the WWW framework. Bibframe comes from a Library of Congress initiative to transition bibliographic metadata from MARC to an object-based, linked data model that focuses on the relationship of objects. Entities are catalogued separate from the work.
- Bibframe unlocks more MARC data and allows for better merging of external data. This creates an ability to expand on the contextual relationships of objects from additional sources often outside of the library.

In addition, no other vendor can perform the services required to maintain and support the Vega Library Experience Platform except for its developer, Innovative Interfaces Incorporated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carrie", with a stylized flourish at the end.

Carrie Pearson
Director, Product Sales



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Jeff Anusbigian, the undersigned representative of Innovative Interfaces Incorporated (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

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

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

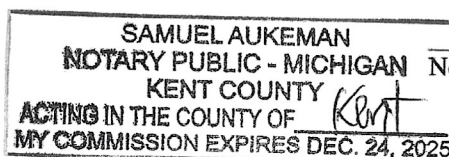
EXECUTED this the 21 day of December, 20 23.

Innovative Interfaces Incorporated
Company Name
[Signature]
Signature
Jeff Anusbigian - VP, Sales Operations
Printed Name/Title

STATE OF Michigan §
12/21/23
COUNTY OF HARRIS §
12/21/23

Before me, Samuel Aukeman, the undersigned notary public, on this day personally appeared Jeffrey Anusbigian, the VP, Sales Operations (Title) of Innovative Interfaces Incorporated (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 21st day of December, 20 23.



[Signature]
Notary Public in and for the State of Texas §
12/21/23
Michigan

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: January 8, 2024

Date submitted: 12/11/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the final acceptance of the FY21-22 Asphalt Street Maintenance Program.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of the 2021-2022 Asphalt Street Maintenance Program in December 2022. The maintenance bond has now expired. This agenda item is to authorize the final acceptance of the 2021-2022 Asphalt Street Maintenance Program and to formerly release the bond.

City Staff conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Pavecon Ltd. Co. will have its bond released immediately upon final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond - Pavecon LTD
2. FY21-22 Asphalt Maintenance Bond

RELEASE OF BOND

Date: January 8, 2024

Project Name: FY2021-2022 Asphalt Street Maintenance

TO: Pavecon Ltd. Co
Houston Division
9900 Windfern Road
Houston, TX 77064

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on December 5, 2022, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Continental Casualty Company, 151 North Franklin, 17th Floor, Chicago, IL 60606, which is enclosed.

Jildardo Arias, PE, CFM
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

MAINTENANCE BOND

Bond No. 30152134

KNOW ALL PERSONS BY THESE PRESENTS, That we

Pavecon Ltd. Co. DBA Pavecon

, hereinafter

referred to as the Principal, and Continental Casualty Company

as Surety, are held and firmly bound unto

City of Friendswood, Texas

, hereinafter

referred to as the Oblige, in the sum of Nine Hundred Twenty-three Thousand Five Hundred Five And No/100
Dollars (\$923,505.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Friendswood, Texas

dated

4/4/2022

for

FY2021-2022 Asphalt Street Maintenance

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
One (1) year from date of substantial completion on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
become apparent during the period of One (1) year from date of substantial completion
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 28th day of October 2022

Pavecon Ltd. Co. DBA Pavecon

(Principal)

By



(Seal)

Continental Casualty Company

(Surety)

By

Patricia Ann Lytle



(Seal)

Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Elizabeth Ortiz, Ana Tomes, Andrew Addison,
Individually, of Bulverde, TX
Patrick Coyle, Michael D Hendrickson, Patricia Ann Lyttle, Individually, of Addison, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 18th day of August, 2021.

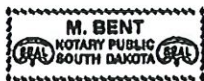


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of August, 2021, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of October, 2022



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30152134.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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: January 8, 2024

Date submitted: 12/05/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the ad valorem tax report for November 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax Nov 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



December 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 November, 2023 is true and correct.

Under my hand and seal this 6th day of December, 2023.



Cheryl E. Johnson on behalf
of Cheryl E. Johnson
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

12/01/2023 11:22:17 4416518
TFC298-D RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 11/01/2023 THRU 11/30/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32
INCLUDES AG ROLLBACK

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	1,466,066.24	.00	.00	.00	1,466,066.24	.00	.00	.00	1,466,066.24
	I & S	.121278	468,577.10	.00	.00	.00	468,577.10	.00	.00	.00	468,577.10
	TOTAL	.500728	1,934,643.34	.00	.00	.00	1,934,643.34	.00	.00	.00	1,934,643.34
2022	M & O	.388560	885.87-	.00	1,541.55	.00	655.68	1,936.69	.00	.00	2,592.37
	I & S	.098754	225.30-	.00	391.82	.00	166.52	.00	.00	.00	166.52
	TOTAL	.487314	1,111.17-	.00	1,933.37	.00	822.20	1,936.69	.00	.00	2,758.89
2021	M & O	.385147	13.14-	.00	292.02	.00	278.88	348.84	.00	.00	627.72
	I & S	.102167	3.68-	.00	77.46	.00	73.78	.00	.00	.00	73.78
	TOTAL	.487314	16.82-	.00	369.48	.00	352.66	348.84	.00	.00	701.50
2020	M & O	.392153	271.85	.00	108.68	.00	380.53	87.03	.00	.00	467.56
	I & S	.095161	66.30	.00	26.37	.00	92.67	.00	.00	.00	92.67
	TOTAL	.487314	338.15	.00	135.05	.00	473.20	87.03	.00	.00	560.23
2019	M & O	.432160	280.24	.00	145.96	.00	426.20	96.95	.00	.00	523.15
	I & S	.089279	57.92	.00	30.16	.00	88.08	.00	.00	.00	88.08
	TOTAL	.521439	338.16	.00	176.12	.00	514.28	96.95	.00	.00	611.23
2018	M & O	.437173	20.73	.00	.29	.00	21.02	.00	.00	.00	21.02
	I & S	.095218	4.27	.00	.06	.00	4.33	.00	.00	.00	4.33
	TOTAL	.532391	25.00	.00	.35	.00	25.35	.00	.00	.00	25.35
2017	M & O	.432349	11.65	.00	.70	.00	12.36	.00	.00	.00	12.36
	I & S	.095000	2.71	.00	.16	.00	2.87	.00	.00	.00	2.87
	TOTAL	.527349	14.37	.00	.86	.00	15.23	.00	.00	.00	15.23
2016	M & O	.462000	18.65	.00	.42	.00	19.07	.21	.00	.00	19.28
	I & S	.084000	3.18	.00	.08	.00	3.26	.00	.00	.00	3.26
	TOTAL	.546000	21.83	.00	.50	.00	22.33	.21	.00	.00	22.54
2015	M & O	.497200	20.90	.00	.00	.00	20.90	.00	.00	.00	20.90
	I & S	.071500	2.94	.00	.00	.00	2.94	.00	.00	.00	2.94
	TOTAL	.568700	23.84	.00	.00	.00	23.84	.00	.00	.00	23.84
2014	M & O	.530300	16.90	.00	.00	.00	16.90	.00	.00	.00	16.90
	I & S	.061100	1.94	.00	.00	.00	1.94	.00	.00	.00	1.94
	TOTAL	.591400	18.84	.00	.00	.00	18.84	.00	.00	.00	18.84
2013	M & O	.530300	8.42	.00	3.27	.00	11.69	.00	.00	.00	11.69
	I & S	.061100	.97	.00	.38	.00	1.35	.00	.00	.00	1.35
	TOTAL	.591400	9.39	.00	3.65	.00	13.04	.00	.00	.00	13.04
2012	M & O	.530700	3.07	.00	.00	.00	3.07	.00	.00	.00	3.07
	I & S	.066300	.39	.00	.00	.00	.39	.00	.00	.00	.39
	TOTAL	.597000	3.46	.00	.00	.00	3.46	.00	.00	.00	3.46

12/01/2023 11:22:17 4416518
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 11/01/2023 THRU 11/30/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2010	M & O	.519800	3.01	.00	.00	.00	3.01	.00	.00	.00	3.01
	I & S	.065300	.38	.00	.00	.00	.38	.00	.00	.00	.38
	TOTAL	.585100	3.39	.00	.00	.00	3.39	.00	.00	.00	3.39
ALL	M & O		1,465,822.66	.00	2,092.89	.00	1,467,915.55	2,469.72	.00	.00	1,470,385.27
ALL	I & S		468,489.12	.00	526.49	.00	469,015.61	.00	.00	.00	469,015.61
ALL	TOTAL		1,934,311.78	.00	2,619.38	.00	1,936,931.16	2,469.72	.00	.00	1,939,400.88
DLQ	M & O		243.58-	.00	2,092.89	.00	1,849.31	2,469.72	.00	.00	4,319.03
DLQ	I & S		87.98-	.00	526.49	.00	438.51	.00	.00	.00	438.51
DLQ	TOTAL		331.56-	.00	2,619.38	.00	2,287.82	2,469.72	.00	.00	4,757.54
CURR	M & O		1,466,066.24	.00	.00	.00	1,466,066.24	.00	.00	.00	1,466,066.24
CURR	I & S		468,577.10	.00	.00	.00	468,577.10	.00	.00	.00	468,577.10
CURR	TOTAL		1,934,643.34	.00	.00	.00	1,934,643.34	.00	.00	.00	1,934,643.34

12/01/2023 11:19:37
TC298-M SELECTION: DEPOSIT

4416518

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 11/01/2023 THRU 11/30/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 86
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF231115	1022350000005	202112	0.00	0.00	0.00	0.00 HK27	121.83-	121.83-RF
2021	RF231115	1022350000005	202112	121.83-	0.00	0.00	0.00 HK27	121.83	0.00 RF
2021	RF231114	200967	202201	301.94-	0.00	0.00	0.00 21S1	301.94	0.00 RF
2021	RF231114	200967	202201	0.00	0.00	0.00	0.00 21S1	301.94-	301.94-RF
2021	RF231114	201716	202112	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF231114	201716	202112	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF231114	203086	202112	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF231114	203086	202112	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF231114	308692	202111	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF231114	308692	202111	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF231114	401632	202201	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF231114	401632	202201	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF231114	736654	202205	0.00	0.00	0.00	0.00 21S1	550.55-	550.55-RF
2021	RF231114	736654	202205	487.21-	0.00	63.34-	0.00 21S1	550.55	0.00 RF
2021	TOTAL			1,398.30-	0.00	63.34-	0.00	0.00	1,461.64-

2022	103128110123	1004110000011	202311	556.80-	0.00	72.38-	0.00 22K1	0.00	629.18-TR
2022	RF231115	1022350000005	202212	0.00	0.00	0.00	0.00 HK15	191.15-	191.15-RF
2022	RF231115	1022350000005	202212	191.15-	0.00	0.00	0.00 HK15	191.15	0.00 RF
2022	RF231115	1043400000021	202301	0.00	0.00	0.00	0.00 HK15	245.01-	245.01-RF
2022	RF231115	1043400000021	202301	245.01-	0.00	0.00	0.00 HK15	245.01	0.00 RF
2022	RF231115	1050080000033	202211	0.00	0.00	0.00	0.00 HK15	7.04-	7.04-RF
2022	RF231115	1050080000033	202211	7.04-	0.00	0.00	0.00 HK15	7.04	0.00 RF
2022	RF231115	1050090000001	202211	117.96-	0.00	0.00	0.00 HK15	117.96	0.00 RF
2022	RF231115	1050090000001	202211	0.00	0.00	0.00	0.00 HK15	117.96-	117.96-RF
2022	RF231115	1057850000016	202301	0.00	0.00	0.00	0.00 HK15	259.21-	259.21-RF
2022	RF231115	1057850000016	202301	259.21-	0.00	0.00	0.00 HK15	259.21	0.00 RF
2022	RF231115	1084720000056	202301	0.00	0.00	0.00	0.00 HK15	257.09-	257.09-RF
2022	RF231115	1084720000056	202301	257.09-	0.00	0.00	0.00 HK15	257.09	0.00 RF
2022	RF231115	1097990000017	202301	250.48-	0.00	0.00	0.00 HK15	250.48	0.00 RF
2022	RF231115	1097990000017	202301	0.00	0.00	0.00	0.00 HK15	250.48-	250.48-RF
2022	RF231115	1277950020013	202301	243.17-	0.00	0.00	0.00 HK15	243.17	0.00 RF
2022	RF231115	1277950020013	202301	0.00	0.00	0.00	0.00 HK15	243.17-	243.17-RF
2022	RF231115	168417	202301	0.00	0.00	0.00	0.00 HK15	121.83-	121.83-RF
2022	RF231114	168417	202301	121.83-	0.00	0.00	0.00 22S8	121.83	0.00 RF
2022	RF231114	168680	202301	0.00	0.00	0.00	0.00 22S8	249.98-	249.98-RF
2022	RF231114	168680	202301	249.98-	0.00	0.00	0.00 22S8	249.98	0.00 RF
2022	92911323T	168902	202308	1,375.60-	0.00	206.34-	0.00 CERT21TX065	0.00	1,581.94-TR
2022	RF231114	200967	202301	311.84-	0.00	0.00	0.00 22S8	311.84	0.00 RF
2022	RF231114	200967	202301	0.00	0.00	0.00	0.00 22S8	311.84-	311.84-RF
2022	RF231114	201716	202212	0.00	0.00	0.00	0.00 22S8	212.10-	212.10-RF
2022	RF231114	201716	202212	212.10-	0.00	0.00	0.00 22S8	212.10	0.00 RF
2022	RF231114	202668	202301	336.79-	0.00	0.00	0.00 22S8	336.79	0.00 RF

DEPOSIT DISTRIBUTION
REVERSAIS DETAIL SCHEDULE
FROM: 11/01/2023 THRU 11/30/2023
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	RF231114	202668	202301	0.00	0.00	0.00	0.00 22S8	336.79-	336.79-RF
2022	RF231114	203086	202212	0.00	0.00	0.00	0.00 22S8	203.46-	203.46-RF
2022	RF231114	203086	202212	203.46-	0.00	0.00	0.00 22S8	203.46	0.00 RF
2022	RF231114	218716	202301	280.93-	0.00	0.00	0.00 22S8	280.93	0.00 RF
2022	RF231114	218716	202301	0.00	0.00	0.00	0.00 22S8	280.93-	280.93-RF
2022	RF231114	218777	202301	0.00	0.00	0.00	0.00 22S8	121.83-	121.83-RF
2022	RF231114	218777	202301	121.83-	0.00	0.00	0.00 22S8	121.83	0.00 RF
2022	RF231114	292231	202301	121.83-	0.00	0.00	0.00 22S8	121.83	0.00 RF
2022	RF231114	292231	202301	0.00	0.00	0.00	0.00 22S8	121.83-	121.83-RF
2022	RF231114	306871	202212	0.00	0.00	0.00	0.00 22S8	121.83	0.00 RF
2022	RF231114	306871	202212	121.83-	0.00	0.00	0.00 22S8	121.83	0.00 RF
2022	RF231114	308692	202210	264.80-	0.00	0.00	0.00 22S8	264.80	0.00 RF
2022	RF231114	308692	202210	0.00	0.00	0.00	0.00 22S8	264.80-	264.80-RF
2022	RF231114	401632	202212	0.00	0.00	0.00	0.00 22S8	382.25-	382.25-RF
2022	RF231114	401632	202212	382.25-	0.00	0.00	0.00 22S8	382.25	0.00 RF
2022	RF231114	412067	202301	2,654.89-	0.00	0.00	0.00 22S8	2,654.89	0.00 RF
2022	RF231114	412067	202301	0.00	0.00	0.00	0.00 22S8	2,654.89-	2,654.89-RF
2022	929110223T	719763	202308	1,857.69-	0.00	263.35-	0.00 22S1	0.00	0.00 RF
2022	951110223T	719763	202308	68.25-	0.00	9.56-	0.00 22S1	0.00	0.00 RF
2022	RF231114	736654	202301	0.00	0.00	0.00	0.00 22S8	2,553.09-	2,553.09-RF
2022	RF231114	736654	202301	2,553.09-	0.00	0.00	0.00 22S8	750.63-	750.63-RF
2022	RF231114	736657	202301	0.00	0.00	0.00	0.00 22S8	750.63	0.00 RF
2022	RF231114	736657	202301	750.63-	0.00	0.00	0.00 22S8	759.56	0.00 RF
2022	RF231114	736661	202212	0.00	0.00	0.00	0.00 22S8	759.56-	759.56-RF
2022	TOTAL			14,877.09-	0.00	551.63-	0.00	0.00	15,428.72-

2023	864110723CHC	1050150000020	202310	1,198.89-	0.00	0.00	0.00 HCCE	0.00	1,198.89-TR
2023	951110623T	1063210000001	202310	543.81-	0.00	0.00	0.00 HCCE	0.00	543.81-TR
2023	864110623CHC	168092	202310	1,238.64-	0.00	0.00	0.00 CERT	0.00	1,238.64-TR
2023	86410723CHC	168919	202310	726.82-	0.00	0.00	0.00 CERT	0.00	726.82-TR
2023	RF231114	201123	202310	0.45-	0.00	0.00	0.00 23S2	0.45	0.00 RF
2023	RF231114	201123	202310	0.00	0.00	0.00	0.00 23S2	0.45-	0.45-RF
2023	95111423T	201853	202310	563.62-	0.00	0.00	0.00 CERT	0.00	563.62-TR
2023	864110623PHC	202506	202310	512.26-	0.00	0.00	0.00 CERT	0.00	512.26-TR
2023	RF231114	308692	202311	469.69-	0.00	0.00	0.00 23S2	469.69	0.00 RF
2023	RF231114	308692	202311	0.00	0.00	0.00	0.00 23S2	469.69-	469.69-RF
2023	RF231114	361974	202311	9.14-	0.00	0.00	0.00 23S2	9.14	0.00 RF
2023	RF231114	361974	202311	0.00	0.00	0.00	0.00 23S2	9.14-	9.14-RF
2023	86411323PHC	366691	202310	1,402.34-	0.00	0.00	0.00 CERT	0.00	1,402.34-RI
2023	RF231114	394269	202311	0.00	0.00	0.00	0.00 23S2	831.13-	831.13-RF
2023	RF231114	394269	202311	831.13-	0.00	0.00	0.00 23S2	831.13	0.00 RF
2023	864111423PHC	405803	202311	2,316.89-	0.00	0.00	0.00 CERT	0.00	2,316.89-RI

FROM: 11/01/2023 THRU 11/30/2023
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
2023	REF231114	601022	202310	0.00	0.00	0.00	0.00 23S2	6,509.47-	6,509.47-RE
2023	REF231114	601022	202310	6,509.47-	0.00	0.00	0.00 23S2	6,509.47	0.00 RE
2023	864111623CHC	606689	202311	3,625.59-	0.00	0.00	0.00 CERT	0.00	3,625.59-TR
2023	REF231114	736661	202311	851.24-	0.00	0.00	0.00 23S2	851.24	0.00 RE
2023	REF231114	736661	202311	0.00	0.00	0.00	0.00 23S2	851.24-	851.24-RE
2023 TOTAL				20,799.98-	0.00	0.00	0.00	0.00	20,799.98-
YEAR 2021									
REFUNDS				1,398.30-	0.00	63.34-	0.00	0.00	1,461.64-
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				1,398.30-	0.00	63.34-	0.00	0.00	1,461.64-
YEAR 2022									
REFUNDS				11,018.75-	0.00	0.00	0.00	0.00	11,018.75-
RETURNED ITEMS				0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS				3,858.34-	0.00	551.63-	0.00	0.00	4,409.97-
TOTAL				14,877.09-	0.00	551.63-	0.00	0.00	15,428.72-
YEAR 2023									
REFUNDS				8,671.12-	0.00	0.00	0.00	0.00	8,671.12-
RETURNED ITEMS				3,719.23-	0.00	0.00	0.00	0.00	3,719.23-
TRANSFERS/REVERSALS				8,409.63-	0.00	0.00	0.00	0.00	8,409.63-
TOTAL				20,799.98-	0.00	0.00	0.00	0.00	20,799.98-
ALL YEARS									
REFUNDS				21,088.17-	0.00	63.34-	0.00	0.00	21,151.51-
RETURNED ITEMS				3,719.23-	0.00	0.00	0.00	0.00	3,719.23-
TRANSFERS/REVERSALS				12,267.97-	0.00	551.63-	0.00	0.00	12,819.60-
TOTAL				37,075.37-	0.00	614.97-	0.00	0.00	37,690.34-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 11/01/2023 THRU 11/30/2023
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2010 TOTAL		3.39	0.00	0.00	0.00	0.00	3.39
	2012 TOTAL		3.46	0.00	0.00	0.00	0.00	3.46
	2013 TOTAL		9.39	0.00	3.65	0.00	0.00	13.04
	2014 TOTAL		18.84	0.00	0.00	0.00	0.00	18.84
	2015 TOTAL		23.84	0.00	0.00	0.00	0.00	23.84
	2016 TOTAL		21.83	0.00	0.50	0.21	0.00	22.54
	2017 TOTAL		14.37	0.00	0.86	0.00	0.00	15.23
	2018 TOTAL		25.00	0.00	0.35	0.00	0.00	25.35
	2019 TOTAL		338.16	0.00	176.12	96.95	0.00	611.23
	2020 TOTAL		338.15	0.00	135.05	87.03	0.00	560.23
	2021 TOTAL		1,381.48	0.00	432.82	348.84	0.00	2,163.14
	2022 TOTAL		13,765.92	0.00	2,485.00	1,936.69	0.00	18,187.61
	2023 TOTAL		1,955,443.32	0.00	0.00	0.00	0.00	1,955,443.32
	TOTAL PAYMENTS		1,971,387.15	0.00	3,234.35	2,469.72	0.00	1,977,091.22
	2021 TOTAL		1,398.30-	0.00	63.34-	0.00	0.00	1,461.64-
	2022 TOTAL		14,877.09-	0.00	551.63-	0.00	0.00	15,428.72-
	2023 TOTAL		20,799.98-	0.00	0.00	0.00	0.00	20,799.98-
	TOTAL REVERSALS		37,075.37-	0.00	614.97-	0.00	0.00	37,690.34-
	TOTAL FOR UNIT		1,934,311.78	0.00	2,619.38	2,469.72	0.00	1,939,400.88

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	5,274,185.90	210,468,438	5,484,654,028 0	00.500728	25,831,318.33	3,203

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	24,803,290.69	1,028,027.64	1,028,027.64	2,334,676.70	2,334,676.70	23,496,641.63	9.04	0.00
2022	224,620.94	37,855.98-	37,855.98-	74,618.82	74,618.82	112,146.14	39.95	0.00
2021	46,007.11	5,154.31-	5,154.31-	802.75-	802.75-	41,635.55	1.96-	0.00
2020	28,524.90	683.18	683.18	4,740.93	4,740.93	24,467.15	16.23	0.00
2019	20,010.02	88.65-	88.65-	2,478.75	2,478.75	17,442.62	12.44	0.00
2018	14,875.89	233.69	233.69	1,167.93	1,167.93	13,941.65	7.73	0.00
2017	13,642.64	.00	0.00	913.11	913.11	12,729.53	6.69	0.00
2016	12,117.53	.00	0.00	946.06	946.06	11,171.47	7.81	0.00
2015	11,826.76	.00	0.00	916.78	916.78	10,909.98	7.75	0.00
2014	12,474.54	.00	0.00	412.82	412.82	12,061.72	3.31	0.00
2013	9,677.98	.00	0.00	28.76	28.76	9,649.22	.30	0.00
2012	6,814.94	.00	0.00	15.11	15.11	6,799.83	.22	0.00
2011	6,841.46	.00	0.00	0.00	0.00	6,841.46	.00	0.00
2010	3,613.44	.00	0.00	3.45	3.45	3,609.99	.10	0.00
2009	5,164.80	.00	0.00	0.06	0.06	5,164.74	0.00	0.00
2008	4,281.97	.00	0.00	0.06	0.06	4,281.91	0.00	0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11	0.00	0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90	0.00	0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61	0.00	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	562.90	.00	0.00	0.00	0.00	562.90	0.00	0.00
****	25,230,565.72	985,845.57	985,845.57	2,420,116.59	2,420,116.59	23,796,294.70	0.00	0.00
CURR	24,803,290.69	1,028,027.64	1,028,027.64	2,334,676.70	2,334,676.70	23,496,641.63	0.00	0.00
DETD	427,275.03	42,182.07-	42,182.07-	85,439.89	85,439.89	299,653.07	0.00	0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2023
LAND VALUE	7,378,007.830	7,378,007.830	59,038,291	2,270,015-	56,768,276	7,434,776,106
AG EXCLUSION	32,425,077	32,425,077	5,168,547	0	5,168,547	37,593,624
IMPROVEMENTS	942,980,218	942,980,218	255,616,389	21,998,646-	233,617,743	1,176,597,961
APPRAISED VALUE	7,378,007.830	7,378,007.830	314,654,680	24,268,661-	290,386,019	7,668,393,849
EXEMPTIONS	2,071,397.163	2,071,397.163	71,586,801	8,330,780	79,917,581	2,151,314,744
TAXABLE VALUE	5,274,185.590	5,274,185.590	243,067,879	32,599,441-	210,468,438	5,484,654,028
LEVY	24,803,290.69	24,803,290.69	1,189,208.25	161,180.61-	1,028,027.64	25,831,318.33
UNCOLLECTIBLE	.00	.00	*.00	*.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	522	98	100	10,527
OVER 65	3,603	3,603	82	41	41	3,644
DISABLED	178	178	5	6	6	184
VETERAN	259	259	13	0	0	259
TOTAL EXEMPT	88	88	0	0	0	88

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2023
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	3,059,391-	3,038,452-	870,736,645
APPRAISED VALUE	6,593,325,295	6,593,325,295	20,939	3,059,401-	3,038,462-	6,590,286,833
EXEMPTIONS	1,782,152,718	1,782,152,718	0	5,951,726	5,951,726	1,788,104,444
TAXABLE VALUE	4,778,686,394	4,778,686,394	20,939	9,011,127-	8,990,188-	4,769,696,206
LEVY	224,620.94	224,620.94	112.24	37,968.22-	37,855.98-	186,764.96
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	49	49	10,644
OVER 65	3,475	3,475	0	16	16	3,491
DISABLED	180	180	0	4	4	184
VETERAN	253	253	0	2	2	255
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2023
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	2,128,370	1,747,803	1,581,199,505
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	2,128,380-	2,128,380-	4,212,538,812
LEVY	46,007.11	46,007.11	.00	5,154.31-	5,154.31-	40,852.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	16	16	10,314
OVER 65	3,255	3,255	0	5	5	3,260
DISABLED	181	181	0	4	4	185
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

12/04/2023 16:44:4 4418244
TC160 ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 140
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2023
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	111,116-	111,116-	1,218,028,859
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	111,106	111,106	3,797,908,075
LEVY	28,524.90	28,524.90	.00	683.18	683.18	29,208.08
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	2-	2-	10,218
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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
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 11/30/2023
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						
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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 142
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 11/30/2023
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

For Remitted Deposit Dates 11/01/2023 thru 11/30/2023 as of 12/05/2023

Batch Seq

4418482

Report run on: December 5, 2023 8:35 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 83911	Print Date:12/05/2023						
	Current	211,453.20	67,583.64	0.00	0.00	0.00	279,036.84
	Delq	3,557.08	885.67	0.00	0.00	0.00	4,442.75
Last Deposit Date	11/03/2023	\$215,010.28	\$68,469.31	\$0.00	\$0.00	\$0.00	\$283,479.59
ACH 83958	Print Date:12/05/2023						
	Current	35,012.07	11,190.41	0.00	0.00	0.00	46,202.48
	Delq	364.15	94.48	0.00	0.00	0.00	458.63
Last Deposit Date	11/06/2023	\$35,376.22	\$11,284.89	\$0.00	\$0.00	\$0.00	\$46,661.11
ACH 84003	Print Date:12/05/2023						
	Current	41,515.98	13,269.12	0.00	0.00	0.00	54,785.10
	Delq	67.52	17.55	0.00	0.00	0.00	85.07
Last Deposit Date	11/07/2023	\$41,583.50	\$13,286.67	\$0.00	\$0.00	\$0.00	\$54,870.17
ACH 84048	Print Date:12/05/2023						
	Current	176,195.41	56,314.76	0.00	0.00	0.00	232,510.17
	Delq	2,450.22	629.15	0.00	0.00	0.00	3,079.37
Last Deposit Date	11/08/2023	\$178,645.63	\$56,943.91	\$0.00	\$0.00	\$0.00	\$235,589.54
ACH 84093	Print Date:12/05/2023						
	Current	104,913.29	33,531.85	0.00	0.00	0.00	138,445.14
	Delq	1,633.99	416.54	0.00	0.00	0.00	2,050.53
Last Deposit Date	11/09/2023	\$106,547.28	\$33,948.39	\$0.00	\$0.00	\$0.00	\$140,495.67
ACH 84140	Print Date:12/05/2023						
	Current	96,853.76	30,955.99	0.00	0.00	0.00	127,809.75
	Delq	496.27	125.09	0.00	0.00	0.00	621.36
Last Deposit Date	11/13/2023	\$97,350.03	\$31,081.08	\$0.00	\$0.00	\$0.00	\$128,431.11
ACH 84187	Print Date:12/05/2023						
	Current	72,786.82	23,263.75	0.00	0.00	0.00	96,050.57
	Delq	(8,048.53)	(2,057.46)	0.00	0.00	0.00	(10,105.99)
Last Deposit Date	11/14/2023	\$64,738.29	\$21,206.29	\$0.00	\$0.00	\$0.00	\$85,944.58
ACH 84233	Print Date:12/05/2023						
	Current	94,308.81	30,142.48	0.00	0.00	0.00	124,451.29
	Delq	(23.08)	(11.49)	0.00	0.00	0.00	(34.57)
Last Deposit Date	11/15/2023	\$94,285.73	\$30,130.99	\$0.00	\$0.00	\$0.00	\$124,416.72
ACH 84279	Print Date:12/05/2023						
	Current	92,625.92	29,604.68	0.00	0.00	0.00	122,230.60
	Delq	131.12	32.55	0.00	0.00	0.00	163.67
Last Deposit Date	11/17/2023	\$92,757.04	\$29,637.23	\$0.00	\$0.00	\$0.00	\$122,394.27
ACH 84326	Print Date:12/05/2023						
	Current	93,710.47	29,951.26	0.00	0.00	0.00	123,661.73
	Delq	243.68	62.48	0.00	0.00	0.00	306.16
Last Deposit Date	11/20/2023	\$93,954.15	\$30,013.74	\$0.00	\$0.00	\$0.00	\$123,967.89
ACH 84374	Print Date:12/05/2023						
	Current	181,459.76	57,997.37	0.00	0.00	0.00	239,457.13
	Delq	486.90	119.85	0.00	0.00	0.00	606.75
Last Deposit Date	11/22/2023	\$181,946.66	\$58,117.22	\$0.00	\$0.00	\$0.00	\$240,063.88

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 11/01/2023 thru 11/30/2023 as of 12/05/2023

Batch Seq
4418482

Report run on: December 5, 2023 8:35 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 84421	Print Date:12/05/2023						
	Current	44,030.88	14,072.91	0.00	0.00	0.00	58,103.79
	Delq	102.05	25.93	0.00	0.00	0.00	127.98
Last Deposit Date	11/27/2023	\$44,132.93	\$14,098.84	\$0.00	\$0.00	\$0.00	\$58,231.77
ACH 84467	Print Date:12/05/2023						
	Current	53,120.54	16,978.13	0.00	0.00	0.00	70,098.67
	Delq	57.87	15.06	0.00	0.00	0.00	72.93
Last Deposit Date	11/28/2023	\$53,178.41	\$16,993.19	\$0.00	\$0.00	\$0.00	\$70,171.60
ACH 84515	Print Date:12/05/2023						
	Current	34,700.46	11,090.82	0.00	0.00	0.00	45,791.28
	Delq	3.91	1.01	0.00	0.00	0.00	4.92
Last Deposit Date	11/29/2023	\$34,704.37	\$11,091.83	\$0.00	\$0.00	\$0.00	\$45,796.20
ACH 84563	Print Date:12/05/2023						
	Current	133,378.87	42,629.93	0.00	0.00	0.00	176,008.80
	Delq	326.16	82.10	0.00	0.00	0.00	408.26
Last Deposit Date	11/30/2023	\$133,705.03	\$42,712.03	\$0.00	\$0.00	\$0.00	\$176,417.06
Total:		\$1,467,915.55	\$469,015.61	\$0.00	\$0.00	\$0.00	\$1,936,931.16

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: January 8, 2024

Date submitted: 12/07/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the Special Council Meeting held on December 11, 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 Special Meeting held on December 11, 2023. A copy of the draft minutes is attached to the agenda item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. December 11, 2023 CC Special Meeting Minutes (DRAFT)

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
DECEMBER 11, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON MONDAY, DECEMBER 11, 2023, AT 5:00 P.M. THE JOYCINA BAKER CONFERENCE ROOM, LOCATED IN THE FRIENDSWOOD PUBLIC LIBRARY, 416 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 5:00 P.M.; all members were present with the exception of Councilmember Branson who was absent.

2. INVOCATION

The invocation was led by City Manager Morad Kabiri.

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 COMMENTS AND REPORTS

Mayor Pro Tem Rockey stated he and Councilmember Erenwert attended Coffee with a Cop over the weekend at the local Summer Moon Coffee Shop.

Councilmember Hanks gave an overview of the Employee Christmas Dinner and stated that as usual, the event was wonderful and enjoyed by all.

Councilmembers Matranga and Griffon wished everyone Happy Holidays.

5. PUBLIC COMMENT

No one signed up to speak on the item.

6. WORK SESSION TOPICS

A. Receive an update regarding a Hometown Heroes Veteran Street Banner Program.

Mr. Richard Sasson and Ms. Meg Crowley presented their proposed "Friendswood Hometown Hero" program. Mr. Sasson stated that they, along with other members of the community, had established a group called "Salute Friendswood." The committee is currently composed of four members who are working through tactical and logistical details regarding this program; such items including, but not limited to: possible banner layouts, a program website, the creation of an advertising plan, the development of banner installation and location plans, the intake of payments, the costs of the associated program fee, and storage.

Ms. Sasson noted that the banners would recognize hometown heroes, i.e., individuals that lived or at one point lived in Friendswood who served in the armed forces. The banners would be put up around July 4th and Veteran's Day, along the Downtown area for Friendswood. The banners would be sponsored and paid for by the applicant, and the committee would create a process to vet and approve the applicants based on a criterion that they are working on creating.

Mr. Sasson stated that moving forward, the committee would like the support of the City Council for this program by putting the banners up and bring them twice a year. He further noted that he understood there to be about 100-140 street poles within the Downtown District which could be used for these banners. Assistant City Manager Steven Rhea stated that while there are a number of light poles along the road, there are only 20 street poles on FM 518 and about 20 in Steveson Park that have the brackets needed to hand the banners in questions.

The council briefly discussed the number of polls throughout the city that could be used for these banners, along with options for adding brackets. Mr. Rhea also noted that staff can check on alternatives in order to retrofit existing polls with the necessary hardware to hang the banners but cautioned that drilling holes into the existing poles may void the warranty on the poles and/or cause other issues with the integrity and safety of the polls.

Ms. Crowley stated that the "Salute Friendswood" group would handle all of the program's administrative processes, including taking on the applications, collecting the associated fees, setting up the website, and they were only requesting the City hang up and taking down the banners.

Councilmember Griffon also asked who is going to verify if the veteran(s) were honorably discharged before allowing a flag to be hung. Mr. Sasson stated the committee would verify that the applicants were honorably discharged. The council discussed options for confirming military history and discharge information.

Mr. Sasson clarified that the committee would like to focus on placing the banners in the Downtown District, and also requested that their website be linked to the City's website for advertising purposes.

City Manager Morad Kabiri stated that staff would assist with the placement of the banners but asked that the twice a year schedule be coordinated with staff in order to minimize risks and disruptions to operations by ensuring that the appropriate staff, equipment, and resources are scheduled appropriately. He also

recommended that the committee have a thorough vetting process for the applicants to ensure that they did not engage in any conduct unbecoming of an officer.

Mayor Foreman recommended that to start the program, for the first year, the committee should focus on the 20 poles that are currently equipped for banners in the Downtown District, and see what the interest is from the residents, to then plan for year two.

7. PROPOSED RESOLUTIONS & ORDINANCES

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

Councilmember Matranga inquired if the proposed change would impact current retirees and/or limit the City's ability to recruit future employees. City Manager Morad Kabiri stated that the impact to the retirees was minimal and did not have any bearing on the City's ability to recruit employees as the retirement package is very competitive with other cities.

A motion was made by Mayor Pro Tem Rockey and seconded by Councilmember Griffon, adopting Ordinance No. 2023-36, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Mayor Pro Tem Steve Rockey, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Absent: Councilmember Sally Branson

The item passed unanimously.

ORDINANCE 2023-36

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.

8. CONSENT

A motion was made by Councilmember Griffon and seconded by Councilmember Matranga, approving Consent agenda items 8.A. and 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Mayor Pro Tem Steve Rockey, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None.

Absent: Councilmember Sally Branson

The item passed unanimously.

- A. Consider appointing James Gibson and Chris Richardson as alternate members of the Zoning Board of Adjustment to complete unexpired two-year term beginning immediately and ending June 30, 2025.**
- B. Consider approving the minutes of the City Council Regular Meeting held on December 4, 2023.**

9. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the December 11, 2023, City Council Regular Meeting at 5:31 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: January 8, 2024

Date submitted: 12/18/2023

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Cause No. 18-CV-0108; *Tostado v. City of Friendswood*, in the 122nd Judicial District Court, Galveston County, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Cause No. 18-CV-0108; *Tostado v. City of Friendswood*, in the 122nd Judicial District Court, Galveston County, Texas.

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: January 8, 2024

Date submitted: 09/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding the Fair Housing Act.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding the Fair Housing Act.

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: January 8, 2024

Date submitted: 01/02/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE
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: January 8, 2024

Date submitted: 12/13/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider an Economic Development Agreement for the redevelopment of a vacant building in the Downtown District for commercial purposes.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Economic Development Agreement - Scoop Shop
2. Government Code Verification - Scoop Shop
3. 1295 Form - Scoop Shop

ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Economic Development Agreement (this "Agreement") is made and entered into as of the ____ day of January, 2024, by and between the City of Friendswood, a home-rule municipality situated in Galveston and Harris Counties, Texas (the "City"), and Friendswood Scoop Shop, LLC, a Texas limited liability company (the "Developer"), collectively referred to herein as the "Parties" and individually a "Party."

WITNESSETH:

WHEREAS, the Developer owns the property located at 901 S. Friendswood Dr., Friendswood, Galveston County, Texas; and

WHEREAS, the Developer proposes to redevelop vacant property in downtown Friendswood and create a new commercial business, which will have a total estimated value in improvements of approximately THREE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$379,400.00); and

WHEREAS, the Developer has applied to City for a business incentive grant to help defray a portion of the costs of renovation of the existing structure; and

WHEREAS, pursuant to Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code, the City is authorized to establish programs to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with such enabling laws, City has adopted a Chapter 380 Economic Development Program; and

WHEREAS, the City hereby finds and determines that the Project meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

WHEREAS, the City hereby finds and determines that the Project encourages new private investment and employment, and the commercial project can be reasonably anticipated to act as a catalyst for further economic development in the City; and

WHEREAS, the City desires to provide an economic development incentive grant to induce the Developer to proceed with the implementation of the Project;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Authority

- 1.01 City. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City.

- 1.02 Developer. The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

II. Definitions

- 2.01 "Application" means the application submitted by the Development for the Economic Development Grant, which application is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.
- 2.02 "Commencement Date" means the date the Developer receives a building permit from the City for the Project or January 10, 2024, whichever is earlier.
- 2.03 "Completion Date" means the date the Developer receives a certificate of occupancy for the Project or July 4, 2024, whichever is earlier.
- 2.04 "Economic Development Grant" means that grant as described in Section 4.01.
- 2.05 "Effective Date" is January 8, 2024.
- 2.06 "GCAD" means the Galveston Central Appraisal District or its successor.
- 2.07 "Program" means the economic development program for this Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote local economic development and stimulate business and commercial activity within the City.
- 2.08 "Project" means the redevelopment of the Property, which is currently vacant and in downtown Friendswood, and the operation of a new commercial business, namely an ice cream shop and Clothing Boutique.
- 2.09 "Property" means that real property owned by the Developer and located at 901 S. Friendswood Dr., being a 0.54 acre track more specifically described as 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.
- 2.10 "Taxable Value" means the amount determined by GCAD after deducting from assessed value the amount of any applicable partial exemption.

III. Developer's Obligations

- 3.01 Construction of the Project.
The Developer shall commence the Project on or after the Commencement Date and shall complete the same on or before the Completion Date, unless an extension is granted in writing for good cause as determined by the City Council. The Developer shall invest the following in the Project:

Real Property Improvements	\$379,400.00
Business Personal Property	\$66,500.00

- 3.02 Création of Taxable Value. By tax year 2025, the Developer agrees that the Property will have a Taxable Value of at least FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00) and the business personal property will have a Taxable Value of at least TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). Thereafter, throughout the term of this Agreement, the Property, improvements, and business personal property thereon must maintain, at a minimum, a combined Taxable Value of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).
- 3.03 Failure to Meet Obligations. In the event that the Developer fails to fulfill its obligations under the performance guidelines contained in this Article III, after receipt of notice and expiration of the cure period described in Section 5.02 below, the City may, at its option, terminate this Agreement, whereupon the Developer shall be required to reimburse the City within thirty (30) days for payments made by the City pursuant to this Agreement in accordance with the following:

Year of Non-Compliance	Percentage to be Reimbursed
2025	100%
2026	100%
2027	75%
2028	50%
2029	25%

IV. City's Obligations

- 4.01 Economic Incentive Grant.
The City shall pay to the Developer an Economic Development Grant pursuant to the Program in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) within thirty (30) days after the Completion Date; provided the Developer has received a certificate of occupancy for the Project by such date and has provided proof of membership in the Friendswood Chamber of Commerce. The Economic Incentive Grant shall be subject to recapture in accordance with Section 3.03.

V. General Terms

- 5.01 Term. This Agreement shall become enforceable upon execution by the City Manager of the City and shall be effective on the Effective Date. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on December 31, 2029.
- 5.02 Default. If either the City or the Developer should default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting Party written notice of the default, and, unless otherwise specified herein, a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach, pursuing any other remedy for default, or terminating this Agreement.

- 5.03 Termination. In the event this Agreement is terminated, due to an uncured default, the obligations on the part of both Parties shall be deemed terminated and of no further force or effect once the Developer reimburses the City that portion of the Economic Incentive Grant as required by Section 3.03 if the Developer was deemed in default by the City.
- 5.04 Mutual Assistance. The City and the Developer will do the things commercially reasonable, necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of changes in public policy, the law or taxes or assessments attributable to the Project.
- 5.05 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Developer.
- 5.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 5.07 Assignment. Except as provided below, the Developer may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall not be unreasonably withheld or delayed.
- 5.08 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. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Developer assumes full responsibility for its obligations under this Agreement and hereby releases, relinquishes, discharges, and holds harmless the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character that is caused by or alleged to be caused by, arising out of, or in connection with the Developer's obligations. This release shall apply with respect to the Developer's obligations regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 5.09 Force Majeure. Timely performance by the parties is essential to this Agreement. However, neither party is liable for reasonable delay in performing its obligations under this Agreement to the extent the delay is caused by a force majeure that directly impacts the Agreement (excluding monetary obligations); provided that the affected party (i) uses diligence to remove the effects of the force majeure as quickly as possible and (ii) provides the other party with written notice of the force majeure and its possible effects within ten (10) days of the occurrence of the force majeure. For purposes of this section, "force majeure" shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.
- 5.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile, with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

DEVELOPER:
Friendswood Scoop Shop, LLC
901 S. Friendswood Dr.
Friendswood, TX 77546
Attn: Katherine Chandler, Managing Member
katie.scofield@gmail.com

CITY:
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546
Attn: City Manager

Either Party may designate a different address at any time upon written notice to the other party.

- 5.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.
- 5.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State Courts of Galveston County, Texas.
- 5.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 5.15 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 5.16 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Project or the design, construction or operation of any portion of the Project.
- 5.17 Public Information. Records and information provided to the City or its representative(s) to verify compliance with this Agreement shall be available for public inspection.
- 5.18 Exhibits. The following Exhibits "A" and "B" are attached and incorporated by reference for all purposes.
- 5.19 Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

- 5.20 Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- 5.21 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager

(Date)

ATTEST:

LETICIA BRYSCH, City Secretary

FRIENDSWOOD SCOOP SHOP, LLC

(Signature)

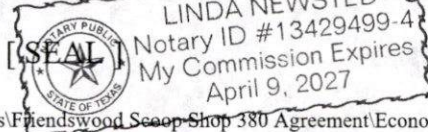
Katherine Chandler
(Printed Name)

12-21-23
(Date)

STATE OF TEXAS §

COUNTY OF §

The foregoing instrument was acknowledged before me on this the 21st day of December, 2023, by Katherine Chandler, the Managing Member of Friendswood Scoop Shop, LLC.



Linda Newsted
Notary Public in and for the State of Texas

H:\Contracts\Friendswood Scoop Shop 380 Agreement\Economic Development Agreement.docx

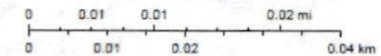
Exhibit "A"
901 S. Friendswood Dr.



12/13/2023, 7:32:42 AM

-  City Limit
-  Address Points
-  Parcels

1:581



Houston-Galveston Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, COMAP, Esri, HERE, Garmin, FourSquare, SafeGraph, GeoTechnologies, Inc, METUNADA, USGS, EPA, NPS

Exhibit "B"

INCENTIVE WORKSHEET PROJECTS OFFICE OF ECONOMIC DEVELOPMENT USE THIS SECTION

Date 10/24/2023

Given 901 S Friendswood: Friendswood Scoop Shop

PROJECT CONTACT

Name Katie Chandler
Address 902 Laurelfeld Dr
Friendswood, TX 77546

Company Friendswood Scoop Shop
Phone () 512-913-1228
Fax ()
E-Mail katie.scotfield@gmail.com
Mobil 512-913-1228

GENERAL PROJECT DATA

Company Name Friendswood Scoop Shop

Web Address TBD

Location

Address 901 S Friendswood Dr

New Construction Y ☒ N

Expansion Y ☒ N

Renovation to Existing Building ☒ N

If Relocation list

current location:

Anticipated Open Date July 4, 2024

Type of Business Circle One: Corporation Partnership
LLC Proprietorship Other
Real Property
Legal Descrip Lot 1, Southern Breeze, recorded vol 18, page 353
County Galveston
Tax Acct #s
Primary Type of
Product or Service Ice Cream Shop and Clothing Boutique

NAICS NA yet

Circle One: R&D Hqtrs. Wholesale
Basic Industry Office Retail Other

SALES AND INVENTORY

	Estimated Annual Sales by Facility	Percent Subject to Local Sales Tax	Estimated Annual Purchases of Operating items Subject to Local Sales Tax	Inventory
Year 1	\$ 270,400	100 %	\$ 197,000	TBD
At Full Operation	\$283,900 (year)	100 %	\$ 206,850	TBD
Estimated Annual Growth (percent)	5 %		5 %	TBD %

FACILITY AND CONSTRUCTION INVESTMENT

Estimated construction start date	Dec 10, 2023	Amount	Percent Subject to Local Sales Tax
Estimated Construction Material Purchases:		\$ 190,000	50 %
Estimated New Furniture and Equipment Purchases:		\$ 66,500	20 %
Est. \$ of Operating Purchases from Local Service Firms		190,000	100

Anticipated Size of Facility		Value of Property <u>before</u> Improvements		
		Land	Real Property	Business Personal Property
Year 1	1000	\$550,000	\$0	\$0
Year 2	1000			
Year 5	1000			
		Investment in Improvements and Bus. Personal Property		
		Business Personal		
Lease Terms		Land	Real Property	Property
Amount	\$ NA	\$115,500	\$263,900	\$66,500
Lease Dates	NA			

UTILITY IMPACT

	Water	Sewer
Average monthly usage by the facility:	Gal	Gal
Investment needed for the new facility:	\$ 200	\$ 200

EMPLOYMENT CHARACTERISTICS

Total Number of Employees		Type Employee	By	
			Percentage	Average Salary
Year 1	30	Executive	%	\$
At Full Operation	30	Professional	%	\$ 45,000
Percent Annual Growth	0 %	Administrative	%	\$
		Technical	%	\$
		Skilled Trades	%	\$
		Semi-Skilled Trades	%	\$
		Unskilled Trades	%	\$ 42,500 (total for 29)
Total Facility Payroll		\$ 77,500		
Number of Jobs Retained/Created in Friendswood		30		

TOURISM	Number of Annual Visitors:	20,800
	Average Duration of Stay:	30 minutes

OUTLINE FOR IMPACT STATEMENT OF BUSINESS

I. Information about the Business

- a. History
- b. Ownership
- c. Divisions/locations
- d. When, where you started
- e. State of organization
- f. Directors and Officers
- g. Provide copy of annual report/submission to Dun & Bradstreet

II. Reasons for economic development incentives. Include any special considerations.

III. Describe the project

- a. Facts about the proposed site (acreage, cost, location, ownership, and proposed use).
- b. Submit map of metes and bounds or other valid legal property description of the property.
- c. Type and value of proposed improvements (budget, list of fixed in place equipment to be included in the project).
- d. Project timeline--construction start date and end date.
- e. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including, but not limited to storm water runoff, floodplains location, wetlands impact, waste(s) generated, hazardous waste/hazardous substances/regulated substances used or generated, noise levels, and state and federal environmental permits and registrations held or required.
- f. All other governmental assistance/incentives being requested or already approved for the project, (e.g. SBA loan, Freeport Tax Exemption).

IV. Jobs

- a. Provide information on current level of employment, including: (1) current payroll; and (2) breakdown of current employment by zip code. Attach a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at time of application.
- b. Provide information on the projected job creation associated with the project, including: (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; and (5) if this is a consolidation, information on number of "new hires" vs. "transfers."
- c. Provide information on construction jobs to be created by project.
- d. Provide statement of commitment to equal opportunity hiring.

- V. Competition with local business**
a. List any competition or similar businesses in the area.
- VI. How will this project attract new business?**
- VII. Provide information on alternative site considerations/and incentives being offered the company.**
- VIII. If leasing property, please attach copy of lease. If company owns or is purchasing land, please attach copy of deed or executed contract-option to purchase.**

**APPLICATION WILL NOT BE CONSIDERED COMPLETE UNTIL
ALL THE REQUIRED INFORMATION HAS BEEN SUBMITTED**



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Katherine Chandler, the undersigned representative of Friendswood Scoop Shop (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

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

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this 18th day of December, 2023.

Friendswood Scoop Shop

Company Name

Signature

Owner

Printed Name/Title



STATE OF TEXAS
COUNTY OF HARRIS

§
§

Before me, Linda Newsted, the undersigned notary public, on this day personally appeared Katherine Chandler, the Owner (Title) of Friendswood Scoop Shop (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 21 day of December, 2023.

Linda Newsted
Notary Public in and for the State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1106229

Date Filed:
12/20/2023

Date Acknowledged:

1/4/2023 *[Signature]*

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Friendswood Scoop Shop
Friendswood, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20240108
Downtown Incentive grant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

(Katherine)

My name is Katie Chandler, and my date of birth is 8/24/84.

My address is 902 Laurelfield Dr, Friendswood, TX, 77546, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 4th day of January, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

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: January 8, 2024

Date submitted: 12/21/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider an Economic Development Agreement for certain improvements to an existing building in the Downtown District for commercial purposes.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TBH Holdings - Economic Development Agreement
2. Form 1295
3. Government Verification Form

ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Economic Development Agreement (this "Agreement") is made and entered into as of the ____ day of January, 2024, by and between the City of Friendswood, a home-rule municipality situated in Galveston and Harris Counties, Texas (the "City"), and TBH Holding Group, LLC, a Texas limited liability company (the "Developer"), collectively referred to herein as the "Parties" and individually a "Party."

WITNESSETH:

WHEREAS, the Developer owns the property located at 104 and 106 Whispering Pines, Friendswood, Galveston County, Texas; and

WHEREAS, the Developer proposes to make certain improvements to an existing building in downtown Friendswood for a new commercial business, which will have a total estimated value in improvements of approximately TWO HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$274,969.00); and

WHEREAS, the Developer has applied to the City for a business incentive grant to help defray a portion of the costs of renovation of the existing structure; and

WHEREAS, pursuant to Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code, the City is authorized to establish programs to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with such enabling laws, the City has adopted a Chapter 380 Economic Development Program; and

WHEREAS, the City hereby finds and determines that the Project meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

WHEREAS, the City hereby finds and determines that the Project encourages new private investment and employment, and the commercial project can be reasonably anticipated to act as a catalyst for further economic development in the City; and

WHEREAS, the City desires to provide an economic development incentive grant to induce the Developer to proceed with the implementation of the Project;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Authority

- 1.01 City. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City.

- 1.02 Developer. The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

II. Definitions

- 2.01 "Application" means the application submitted by the Development for the Economic Development Grant, which application is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.
- 2.02 "Commencement Date" means the date the Developer receives a building permit from the City for the Project or January 31, 2024, whichever is earlier.
- 2.03 "Completion Date" means the date the Developer receives a certificate of occupancy for the Project or July 31, 2024, whichever is later.
- 2.04 "Economic Development Grant" means that grant as described in Section 4.01.
- 2.05 "Effective Date" is January 8, 2024.
- 2.06 "GCAD" means the Galveston Central Appraisal District or its successor.
- 2.07 "Program" means the economic development program for this Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote local economic development and stimulate business and commercial activity within the City.
- 2.08 "Project" means the redevelopment of the Property, which is in downtown Friendswood, and the operation of a new commercial business.
- 2.09 "Property" means that real property owned by the Developer and located at 104 and 106 Whispering Pines., being more particularly described as follows:

Tract 1: PART of Lot Four (4), in Block Eleven (11), in the TOWN OF FRIENDSWOOD, in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 14.

Tract 2: PART of abandoned road as abandoned in Galveston County Clerk's File No. 8619703, called Friendswood Drive (being 30 feet out of a 60-foot strip lying adjacent to a tract described in Volume 3135, Page 528, and also being the same property in Quitclaim Deed recorded under Galveston County Clerk's File No. 8431603, both in the Office of the County Clerk of Galveston County, Texas) in the TOWN OF FRIENDSWOOD, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 14 in said County Clerk's Office.

and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

- 2.10 "Taxable Value" means the amount determined by GCAD after deducting from assessed value the amount of any applicable partial exemption.

III. Developer's Obligations

3.01 Construction of the Project.

The Developer shall commence the Project on or after the Commencement Date and shall complete the same on or before the Completion Date, unless an extension is granted in writing for good cause as determined by the City Council. The Developer shall invest TWO HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$274,696.00) in real property improvements for the Project.

Real Property Improvements

3.02 Creation of Taxable Value. By tax year 2025, the Developer agrees that the Property, including all improvements thereon, will have a Taxable Value of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). Thereafter, throughout the term of this Agreement, the Property, including all improvements thereon, must maintain, at a minimum, a Taxable Value of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00).

3.03 Failure to Meet Obligations. In the event that the Developer fails to fulfill its obligations under the performance guidelines contained in this Article III, after receipt of notice and expiration of the cure period described in Section 5.02 below, the City may, at its option, terminate this Agreement, whereupon the Developer shall be required to reimburse the City within thirty (30) days for payments made by the City pursuant to this Agreement in accordance with the following:

Year of Non-Compliance	Percentage to be Reimbursed
2025	100%
2026	100%
2027	75%
2028	50%
2029	25%

IV. City's Obligations

4.01 Economic Incentive Grant.

The City shall pay to the Developer an Economic Development Grant pursuant to the Program in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) within thirty (30) days after the Completion Date; provided the Developer has received a certificate of occupancy for the Project by such date and has provided proof of membership in the Friendswood Chamber of Commerce. The Economic Incentive Grant shall be subject to recapture in accordance with Section 3.03.

V. General Terms

- 5.01 Term. This Agreement shall become enforceable upon execution by the City Manager of the City and shall be effective on the Effective Date. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on December 31, 2029.
- 5.02 Default. If either the City or the Developer should default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting Party written notice of the default, and, unless otherwise specified herein, a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach, pursuing any other remedy for default, or terminating this Agreement.
- 5.03 Termination. In the event this Agreement is terminated, due to an uncured default, the obligations on the part of both Parties shall be deemed terminated and of no further force or effect once the Developer reimburses the City that portion of the Economic Incentive Grant as required by Section 3.03 if the Developer was deemed in default by the City.
- 5.04 Mutual Assistance. The City and the Developer will do the things commercially reasonable, necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of changes in public policy, the law or taxes or assessments attributable to the Project.
- 5.05 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Developer.
- 5.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 5.07 Assignment. Except as provided below, the Developer may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall not be unreasonably withheld or delayed.
- 5.08 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. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Developer assumes full responsibility for its obligations under this Agreement and hereby releases, relinquishes, discharges, and holds harmless the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character that is caused by or alleged to be caused by, arising out of, or in connection with the Developer's obligations. This release shall apply with respect to the Developer's obligations regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 5.09 Force Majeure. Timely performance by the parties is essential to this Agreement. However, neither party is liable for reasonable delay in performing its obligations under this Agreement to the extent the delay is caused by a force majeure that directly impacts the Agreement (excluding monetary obligations); provided that the affected party (i) uses diligence to remove the effects of the force majeure as quickly as possible and (ii) provides the other party with written notice of the force majeure and its possible effects within ten (10) days of the occurrence of the force majeure. For purposes of this section, "force majeure" shall mean any contingency or cause beyond the

reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

- 5.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile, with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

DEVELOPER:
TBH Holding Group, LLC
104 Whispering Pines.
Friendswood, TX 77546
Attn: Zeeshan Haq, Member
smile@trulioninvestments.com

CITY:
City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546
Attn: City Manager

Either Party may designate a different address at any time upon written notice to the other party.

- 5.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.
- 5.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State Courts of Galveston County, Texas.
- 5.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 5.15 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 5.16 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Project or the design, construction or operation of any portion of the Project.

- 5.17 Public Information. Records and information provided to the City or its representative(s) to verify compliance with this Agreement shall be available for public inspection.
- 5.18 Exhibits. The following Exhibits "A" and "B" are attached and incorporated by reference for all purposes.
- 5.19 Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
- 5.20 Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- 5.21 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager

(Date)

ATTEST:

LETICIA BRYSCH, City Secretary

TBH HOLDING GROUP, LLC

(Signature)

Smile Bathla
(Printed Name)

12/27/2023
(Date)

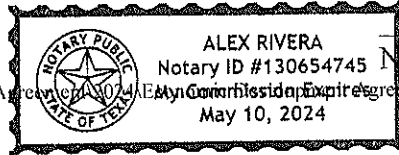
STATE OF TEXAS

§
§

COUNTY OF Galveston

~~2023~~ The foregoing instrument was acknowledged before me on this the 27th day of ~~January~~ December,
~~2024~~, by Smile Bathla, the Managing Member of TBH Holding Group, LLC.

[SEAL]



[Signature] Notary Public in and for the State of Texas

H:\Contracts\TBH Holdings 380 Agreement\2024\AE My Commission Expires Agreement.docx

Exhibit "A"

104 and 106 Whispering Pines

TRACT ONE:

PART OF LOT FOUR (4), IN BLOCK ELEVEN (11), IN THE TOWN OF FRIENDSWOOD, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 238, PAGE 14, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE NORTH RIGHT-OF-WAY LINE OF WHISPERING PINES AVENUE, BEING SOUTH 44 DEGREES 48 MINUTES 00 SECONDS WEST):

COMMENCING AT THE SOUTH CORNER OF SAID LOT 4, BLOCK 11, AND BEING AT THE CENTERLINE INTERSECTION OF WHISPERING PINES AVENUE (60 FEET WIDE) AND FRIENDSWOOD DRIVE (60 FEET WIDE, BUT NOW CLOSED);

THENCE NORTH 44 DEGREES 48 MINUTES 00 SECONDS EAST, 30.00 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 4 (ALSO THE CENTERLINE OF WHISPERING PINES AVENUE) TO A POINT;

THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 150.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET IN THE NORTHEAST RIGHT-OF-WAY LINE OF FRIENDSWOOD DRIVE (NOW CLOSED) AT THE POINT OF BEGINNING OF THIS TRACT;

THENCE CONTINUING NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 150.00 FEET ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF FRIENDSWOOD DRIVE (NOW CLOSED) TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET BEING THE MOST WESTERLY CORNER OF THAT TRACT HEREBY DESCRIBED AND ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO JOHN GANNON BY DEED RECORDED IN CLERK'S FILE NO. 2010084481 OF THE OFFICIAL REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE OF SAID GANNON TRACT, 250.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET;

THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF THAT TRACT CONVEYED TO KENTON HARRIS BY DEED RECORDED IN CLERK'S FILE NO. 2013067001 OF THE OFFICIAL REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS, 300.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET IN THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES AVENUE;

THENCE SOUTH 44 DEGREES 48 MINUTES 00 SECONDS WEST, 150.00 FEET ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES AVENUE TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET;

THENCE IN A WESTERLY DIRECTION ALONG A CURVE TO THE RIGHT (OLD STREET OR RIGHT-OF-WAY LINE AS PREVIOUSLY OCCUPIED) WITH A RADIUS OF 110.02 FEET, A CENTRAL ANGLE OF 80 DEGREES 10 MINUTES 40 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 89 DEGREES 04 MINUTES 30 SECONDS WEST, 109.43 FEET AND AN ARC LENGTH OF 186.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.6007 ACRES (71,908 SQUARE FEET) OF LAND, MORE OR LESS.

TRACT TWO:

PART OF ABANDONED ROAD AS ABANDONED IN GALVESTON COUNTY CLERK'S FILE NO. 8819703, CALLED FRIENDSWOOD DRIVE (BEING 30 FEET OUT OF A 60 FOOT STRIP LYING ADJACENT TO A TRACT DESCRIBED IN VOLUME 3138, PAGE 828, AND ALSO BEING SAME PROPERTY IN OUTCORN DEED RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 8431803, BOTH IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS), IN THE TOWN OF FRIENDSWOOD, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 238, PAGE 14, IN SAID COUNTY CLERK'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS IS THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES AVENUE, BEING SOUTH 44 DEGREES 48 MINUTES 00 SECONDS WEST):

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF WHISPERING PINES AVENUE (60 FOOT WIDE PORTION) WITH THE NORTHEASTERLY RIGHT-OF-WAY OF THE OLD FRIENDSWOOD DRIVE (NOW CLOSED), SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE PROPERTY NOW OCCUPIED BY THE NEW LIFE ASSEMBLY OF GOD CHURCH;

THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THIS 30 FOOT STRIP OF LAND;

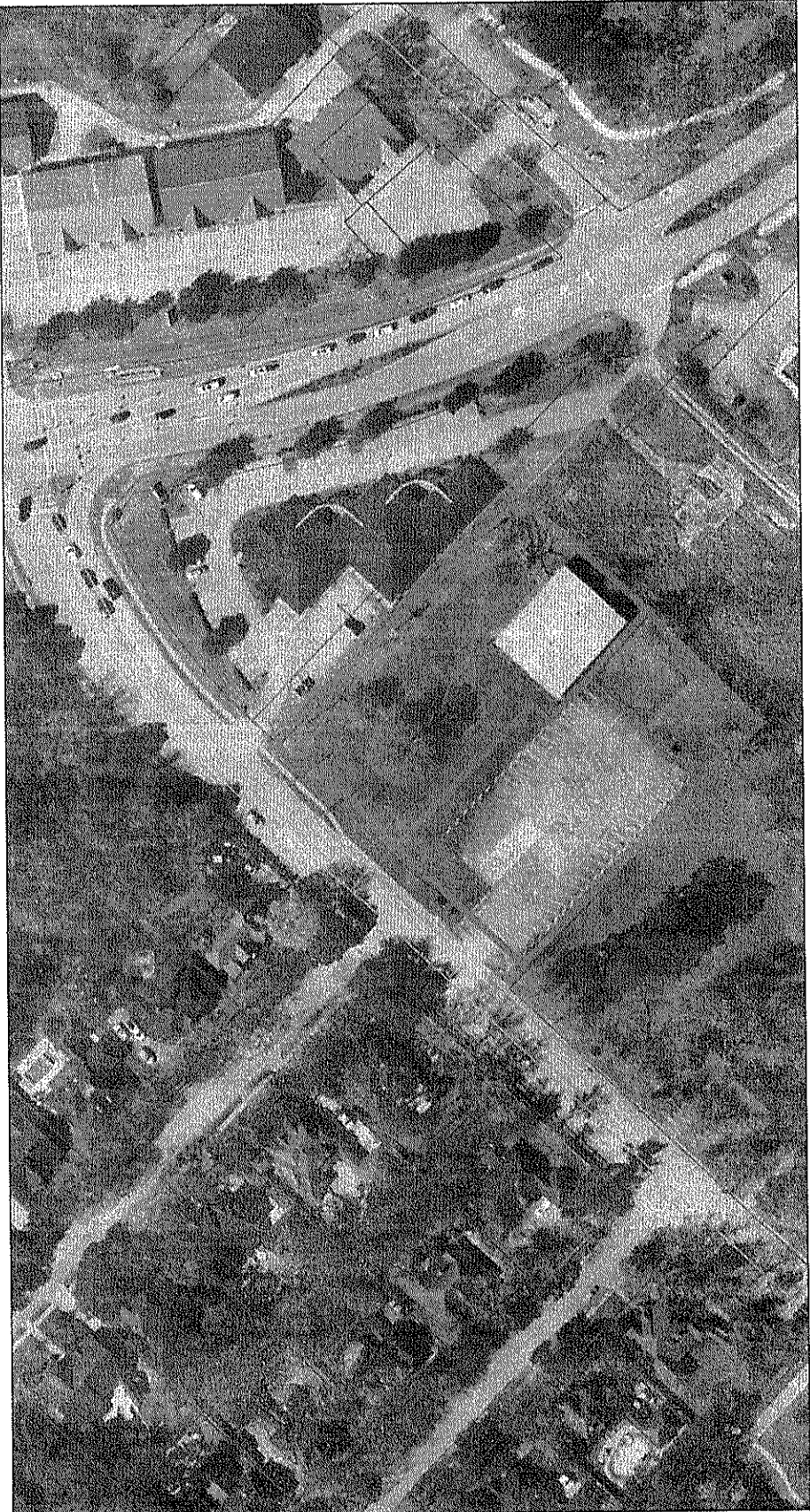
THENCE SOUTH 44 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT IN THE CENTER LINE OF THE OLD FRIENDSWOOD DRIVE FOR THE MOST SOUTHERLY CORNER OF THIS TRACT BEING DESCRIBED;

THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE FORMER CENTER LINE OF THE OLD FRIENDSWOOD DRIVE, A DISTANCE OF 286.76 FEET TO A POINT FOR THE MOST NORTHWESTERLY CORNER OF THIS TRACT BEING DESCRIBED;

THENCE NORTH 44 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE MOST NORTHERLY CORNER OF THIS TRACT BEING DESCRIBED;

THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE FORMER NORTHEASTERLY RIGHT-OF-WAY LINE OF OLD FRIENDSWOOD DRIVE, A DISTANCE OF 286.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.1975 ACRES (8,602 SQUARE FEET) OF LAND.

Exhibit "A" **104 and 106 Whispering Pines**



12/16/2023, 6:22:15 PM

City Limit

Streets

Galveston County - Lot Lines

Parcels



 Houston-Galveston Area Council, East Community Maps
 Contributors: City of Houston, Brazoria County, HEB,
 Texas Parks & Wildlife, OysterShed, Wooten,
 Coastal Field, Hill, Green, Fairview, Galveston,
 Georgetown, TX, METROPA, USGS, EPA, NPS.

Exhibit "B"

INCENTIVE WORKSHEET PROJECTS OFFICE OF ECONOMIC DEVELOPMENT USE THIS SECTION

Project Name

Date 12/08/2023 Given TBH Holding Group, LLC
104 Whispering Pines Ave Friendswood, TX 77546 - Improvements to the Existing Building

PROJECT CONTACT

Name Smile Bathla Company TBH Holding Group, LLC
 Address 104 Whispering Pines Phone ()
Friendswood, TX Fax ()
 E-Mail smile@trullioninvestments.com
 Mobil

GENERAL PROJECT DATA

Company Name TBH Holding Group, LLC Web Address
 Location
 Address 104 Whispering Pines Ave New Construction Y N
 Expansion Y N
 Type of Business Circle One: Corporation Partnership Renovation to
 Proprietorship Other Existing Building Y N
 Real Property If Relocation list
 Legal Descrip current location:
 County Galveston County Anticipated Open Date January 2024
 Tax Acct #s 83-2951205
 Primary Type of
 Product or Service NAICS
 Circle One: R&D Hqtrs. Wholesale
 Basic Industry Office Retail Other

SALES AND INVENTORY

	Estimated Annual Sales by Facility	Percent Subject to Local Sales Tax	Estimated Annual Purchases of Operating items Subject to Local Sales Tax	Inventory
Year 1	\$	%	\$	
At Full Operation	\$ (year)	%	\$	
Estimated Annual Growth (percent)	%		%	%

Total Project Costs - approximately \$280,000 - see proposal attached

FACILITY AND CONSTRUCTION INVESTMENT

Estimated construction start date	In Progress	Amount	Percent Subject to Local Sales Tax
Estimated Construction Material Purchases:	\$		%
Estimated New Furniture and Equipment Purchases:	\$		%
Est. \$ of Operating Purchases from Local Service Firms			

Anticipated Size of Facility (Square Feet)		Value of Property <u>before</u> Improvements		
		Land	Real Property	Business Personal Property
Year 1		\$	\$	\$
Year 2				
Year 5				
		Investment in Improvements and Bus. Personal Property		
				Business Personal Property
Lease Terms		Land	Real Property	Property
Amount	\$	\$	\$	\$
Lease Dates				

UTILITY IMPACT

	Water	Sewer
Average monthly usage by the facility:	Gal	Gal
Investment needed for the new facility:	\$	\$

EMPLOYMENT CHARACTERISTICS

Total Number of Employees	Type Employee	By Percentage	Average Salary
Year 1	Executive	%	\$
At Full Operation	Professional	%	\$
Percent Annual Growth	Administrative	%	\$
	Technical	%	\$
	Skilled Trades	%	\$
	Semi-Skilled Trades	%	\$
	Unskilled Trades	%	\$
Total Facility Payroll	\$		
Number of Jobs Retained/Created in Friendswood			

TOURISM

Number of Annual Visitors:	
Average Duration of Stay:	

OUTLINE FOR IMPACT STATEMENT OF BUSINESS

I. Information about the Business

a. History

TBH Holding Group, LLC is a limited liability company created and effective in December 2018. The business plan for the company is to be a property owner to leasable retail, medical-use, and office-use tenants.

b. Ownership

Zeeshan Haq, Salah Qureshi, & Shakeel Raza are all equal partners in TBH Holding Group, LLC.

c. Divisions/locations

N/A

d. When, where you started

TBH Holding Group, LLC was formed in Pearland, TX and was effective in December 2018.

e. State of organization

State of Texas

f. Directors and Officers

Zeeshan Haq, Salah Qureshi, & Shakeel Raza

g. Provide copy of annual report/submission to Dun & Bradstreet

N/A

II. Reasons for economic development incentives. Include any special considerations.

TBH Holding Group, LLC is proposing the improvement of the existing building at 104 Whispering Pines Ave so that it may adequately resemble the adjacent, new construction building we recently built.

III. Describe the project

a. Facts about the proposed site (acreage, cost, location, ownership, and proposed use).

See separate document attached below.

b. Submit map of metes and bounds or other valid legal property description of the property.

See separate document attached below.

c. Type and value of proposed improvements (budget, list of fixed in place equipment to be included in the project).

The total costs for these proposed improvements is \$274,969.

d. Project timeline--construction start date and end date.

Project already in progress. Lease with Wellness Corporation has already been signed & executed.

- e. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including, but not limited to storm water runoff, floodplains location, wetlands impact, waste(s) generated, hazardous waste/hazardous substances/regulated substances used or generated, noise levels, and state and federal environmental permits and registrations held or required.

N/A

- f. All other governmental assistance/incentives being requested or already approved for the project, (e.g. SBA loan, Freeport Tax Exemption).

N/A

V. Jobs –

- a. Provide information on current level of employment, including: (1) current payroll; and (2) breakdown of current employment by zip code. Attach a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at time of application.
- b. Provide information on the projected job creation associated with the project, including: (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; and (5) if this is a consolidation, information on number of "new hires" vs. "transfers."
- c. Provide information on construction jobs to be created by project.
- d. Provide statement of commitment to equal opportunity hiring.

All jobs created with these proposed improvements will be via the Landlord's property management team, and mostly via the Tenant's staffing - Wellness Elite - Gym & Wellness facility.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1108812

Date Filed:
01/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TBH Holding Group, LLC
Friendswood, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20240108
Improvements to 104 Whispering Pines Ave Friendswood, TX 77546.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Haq, Zeeshan	Friendswood, TX United States	X	
	Raza, Shakeel	Friendswood, TX United States	X	
	Qureshi, Salah	Friendswood, TX United States	X	
	Bathla, Smile	Friendswood, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Smile Bathla, and my date of birth is 12/2/1991.

My address is 104 Whispering Pines, Friendswood, TX, 77546, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 4th day of January, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Smile Bathla, the undersigned representative of TBH Holding Group, LLC (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

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

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 27th day of December, 2023.

TBH Holding Group, LLC
Company Name

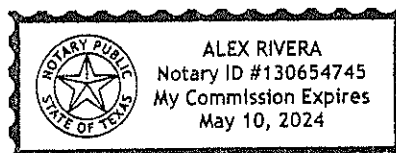
Smile Bathla
Signature

Smile Bathla, Portfolio Manager
Printed Name/Title

STATE OF TEXAS
COUNTY OF Harris

Before me, Alex Rivera, the undersigned notary public, on this day personally appeared Smile Bathla, the Portfolio Manager (Title) of TBH Holding Group, LLC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 27th day of December, 2023.



Alex Rivera
Notary Public in and for the State of Texas

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: January 8, 2024

Date submitted: 01/02/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS