CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 3, 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 Pledge and State of Texas Pledge.

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 RECOGNITION AND ACKNOWLEDGMENTS

A. Present the City of Friendswood Five Star Spirit Award for the First Quarter of 2024 to Mitchell Blanchard and Jason Haritos, both of which are Laborers in the Parks and Recreation Department.

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Library Advisory Board's Annual Report.

B. Receive an update regarding a Hometown Heroes Veteran Street Banner Program.

8. WORK SESSION TOPICS

A. Receive and discuss a presentation regarding the City of Friendswood Multi-Year Financial Plan.

B. Receive and discuss an update regarding the City of Friendswood's utility rates.

9. ZONE CLASSIFICATION CHANGE AT 4201 & 4209 FM 528 FROM PUD 2015-18 TO CSC/SUP

A. Conduct a public hearing regarding a zone classification change for 31.18 acres of land, located at 4201 and 4209 FM 528 Rd., known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, in Friendswood, Harris County, Texas, to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a

Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

B. Consider an ordinance regarding a proposed zone classification change for 31.18 acres of land, located at 4201 and 4209 FM 528 Rd., known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, in Friendswood, Harris County, Texas, to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

10. TAX INCREMENT REINVESTMENT ZONE

A. Conduct a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limits of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

B. Consider an ordinance designating a contiguous geographic area, being approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas, as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number Two, City of Friendswood (the "Zone"); describing the boundaries of the Zone, containing findings related to the Zone, creating a Board of Directors for the Zone; establishing a tax increment fund for the Zone; and providing for the effective date and termination date of the Zone.

11. CITY MANAGER'S REPORT

A. Present an update regarding the City's Fourth of July celebration.

B. Present an update regarding Small Business Week held April 28-May 4, 2024.

C. Recognize the Waste Connections of Texas 2024 Scholarship Recipients.

D. Present an update regarding the Friendswood Public Library Summer Reading Programs.

E. Present an update regarding the City's receipt of a Texas General Land Office Mitigation Grant.

12. BUSINESS ITEMS

A. Consider authorizing the City Manager to negotiate and execute a funding authorization with the Gulf Coast Authority for the Blackhawk Regional Waste Water Treatment Facility Aeration Improvements Project.

13. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider an ordinance amending the City’s General Budget for Fiscal Year 2023-2024 by approving “Budget Amendment VII” and providing for supplemental appropriation and/or transfer of certain funds.

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 denying the proposed increases to the electric transmission and distribution rates and charges of CenterPoint Energy Houston Electric, LLC, and finding that reasonable rate case expenses be reimbursed.

B. Consider authorizing a Memorandum of Understanding with the City of League City concerning the Grissom Road/Bay Area Boulevard CIP Partnership Project.

C. Consider authorizing a Contract Extension with Emergicon, LLC, to extend the term of the Agreement for Specialized Professional Ambulance Billing Services for the first one-year extension period.

D. Consider approving a Property Sales Agreement with Takoordeen Adhar for the purchase of 1303 Deepwood Dr., Friendswood, Galveston County, Texas.

E. Consider authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Lift Station No. 30 Rehabilitation Flow Monitoring Analysis and Preliminary Design Project.

F. Consider authorizing an agreement with the Friends of Downtown Friendswood Inc., for the Hometown Heroes Project.

G. Consider a resolution amending Chapter 7 "Benefits" of the City of Friendswood Personnel Policy Manual to add a new section entitled "Fitness Incentive Leave" to promote employee health and wellness and to encourage employees to participate in designated physical fitness activities.

H. Consider appointing (i) Rebecca Hillenburg, (ii) Ron Cox, (iii) Chris Richardson and (iv) Scott MacKenzie to the Friendswood Downtown Economic Development Corporation for a two-year term beginning July 1, 2024, and ending on June 30, 2026.

I. Consider reappointing (i) Willie Anderson and (ii) Richard Sasson to the Planning and Zoning Commission for a two-year term beginning July 1, 2024, and expiring on June 30, 2026.

J. Consider reappointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members to the Zoning Board of Adjustment and Appeals for a two-year term beginning July 1, 2024, and expiring June 30, 2026.

K. Consider reappointing (i) Cindy Deaton, (ii) Cody Owen (iii) Billy Mendoza, (iv) Les French, (v) Randy Weisinger and (vi) Thomas Hinckley to the Construction Board and Adjustment and Appeals for another two-year term beginning July 1, 2024, and expiring on June 30, 2026.

L. Consider reappointing (i) Brett Stephen and (ii) Sharon Tait to the Friendswood Public Library Advisory Board for another three-year term beginning July 1, 2024, and ending June 30, 2027.

M. Consider reappointing (i) Judy Wiggins, (ii) Blaise Guzzetta, and (iii) Andrea Trabanino to the Community & Economic Development Committee for a three-year term beginning July 1, 2024, and ending on June 30, 2027.

N. Consider appointing Dr. Donna Coleman to the Animal Shelter Advisory Committee for a three-year term beginning on July 1, 2024, and ending on June 30, 2027.

O. Consider reappointing Judge James Woltz as the Municipal Court Judge for the City of Friendswood for a two-year term, beginning July 1, 2024.

P. Consider reappointing Judge Robert J. Barfield and Judge Kathleen M. McCumber as Associate Municipal Court Judges for the City of Friendswood for a two-year term, beginning July 1, 2024.

Q. Consider approving the ad valorem tax report for April 2024.

R. Consider approving the minutes of the City Council Regular Meeting held on May 6, 2024.

S. Consider approving the minutes of the City Council Special Meeting held on May 14, 2024.

15. ADJOURNMENT

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

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

Leticia Brysch, City Secretary
Posted in compliance with the Open Meetings Act on this 31st day of May 2024, at 5:25 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: June 3, 2024

Date submitted: 05/07/2024

Prepared by: Glenda Faulkner, Director of Communications

Subject: Present the City of Friendswood Five Star Spirit Award for the First Quarter of 2024 to Mitchell Blanchard and Jason Haritos, both of which are Laborers in the Parks and Recreation Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

City Manager, Morad Kabiri, will present the Five Star Spirit Award for the First Quarter of 2024 to Mitchell Blanchard and Jason Haritos, both of which are Laborers in the Parks and Recreation Department.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Nomination Email_Redacted

Michael H. Boyett

From: Patrick Glaves [redacted]
Sent: Friday, January 5, 2024 1:20 PM
To: rec
Subject: [EXTERNAL]A wonderful experience.

Attention : James Toney

Mr. Toney,

Yesterday my family and I set out on a fishing expedition to Friendswood Lake. Our family really enjoys outdoor adventures but when it comes to fishing we set out with high hopes and low expectations. A successful trip usually involves seeing some turtles, maybe a snake and occasionally catching a fish. We got set up and started fishing but after a little bit with no luck and a chilly wind in our face we were close to throwing in the towel. This is where our adventure took the greatest turn for the best. This is when we met Mitchell and Jason with the parks department. Mitchell threw out a line and instantly hooked a fish and handed the pole to my son and told hime to reel. Grinning ear to ear my son reeled in a rainbow trout. Mitchell then asked my daughter if she wanted to catch one and that's when it began. For the next hour Mitchell and Jason taught us about the trout and fishing for them. All of us learned a lot and had a blast with the kids catching both of their limits. We never had to worry about limits before yesterday. It was towards the end of the day so we thanked Mitchell and Jason and packed up our catch and headed home.

It was a day of firsts for my family. First time kids caught a fish on a lure. First time we caught a limit. And the first time we cleaned and ate fish for dinner. It was the kind of day the kids won't ever forget. After everything was done and the night was winding down the kids were still looking at fishing lures getting ready for the next trip. Yesterday started just like any of our other fishing trips but ended up exceeding our highest hopes. Mitchell and Jason were amazing and helped give us memories our children will never forget. But this also speaks volumes of the parks department for providing these gentlemen for both safety and educational purposes.

Thank you for the wonderful experience.
Patrick Glaves

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the Library Advisory Board's Annual Report.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Library Advisory Board's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. Annual Library Board Report 2024

CITY OF FRIENDSWOOD

Library Board Annual Report

Council Meeting | June 3, 2024

Library Board Highlights:

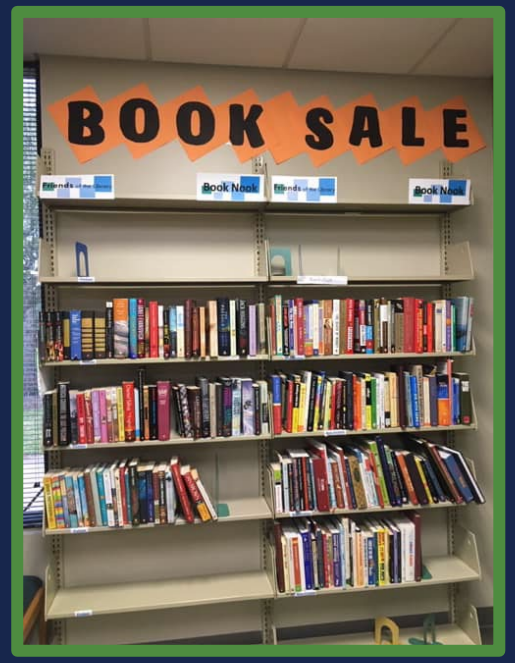
- **Supported Friendswood Library in their Vision to engage, educate, entertain and empower every family member and business in our community. To be the foremost promoter of self-directed life-long learning. To be a vibrant library where people want to be.**
  - Supported all efforts to achieve and promote the library's Mission through discussion of policies, long-term goals, services and programs
  - Supported the Friends of the Library's fundraising efforts through Galas and Book Sales
  - Assisted Friendswood Library in meeting the goals of the 2023-2028 long-range strategic plan, including discussions on current Library Needs Assessment.
  - Served on the Galveston County Library System Advisory Council and approved the Galveston County Library System budget.

Library Board Highlights:

- Supported Gale Excel High School Completion program
- Friendswood Library has helped three young adults attain their high school diploma through Gale Excel High School with two new students in the program.

Friends of the Library Highlights

- Currently planning the Camelot themed Gala scheduled for March 8th, 2025.
- Purchased new MakerSpace equipment such as a sublimation printer, astronomy equipment, and new mobile shelving.
- Provided scholarships for Gale Excel High School and FISD students.



Friendswood Library Highlights

- 10th consecutive year to win the TMLDA Achievement in Library Excellence Award.
- Hosted our annual Summer Reading Programs, Health Fair, ZakiCon anime event, Craft Fair, and Friendswood Poetry Event with participation from local and international poets
- Provided outreach services to schools, daycare centers, retirement communities and homebound residents in our new outreach van.
- Added new STEM technology classes such as 3D and sublimation printing, robotics, STEAM night programs, and database training.

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: June 3, 2024

Date submitted: 05/21/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive an update regarding a Hometown Heroes Veteran Street Banner Program.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive an update regarding a Hometown Heroes Veteran Street Banner Program.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Hometown Heroes Street Banners Slide

Hometown Heroes Veteran Street Banners

- Friends of Downtown Friendswood Association (FDFA)
- Street banners honoring City of Friendswood residents (past or present) who are or have served in the U.S. Armed Forces
- Displayed in Downtown Friendswood District on Memorial Day and Veterans Day

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: June 3, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive and discuss a presentation regarding the City of Friendswood Multi-Year Financial Plan.

Originating Department: Administrative Services

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Staff will present a summary of the Multi-Year Financial Plan (MYFP), which includes a review of critical assumptions and planning factors that form the foundation for the upcoming budget. As this is the start of the budget process, staff is also seeking Council's input on key financial "drivers".

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The MYFP is a perpetual planning tool. Updating the plan annually ensures that critical assumptions and drivers are current, relevant and reflect current trends.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. FY25 MYFP OVERVIEW -5.22.2024

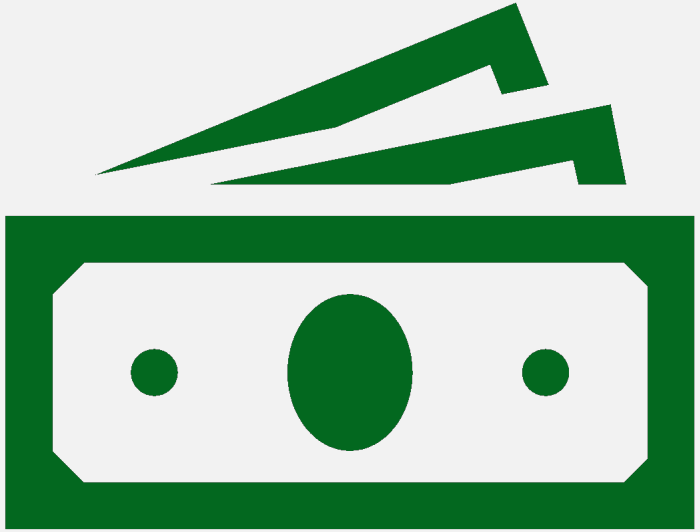
MULTI-YEAR FINANCIAL PLAN

General Fund

Fiscal Years 2025-2029

June 3, 2024

Planning Assumptions - Revenue



Property Values*

Estimated 6% *tax base* growth annually

(includes estimates for commercial growth)

Projected New Construction - $88.1M

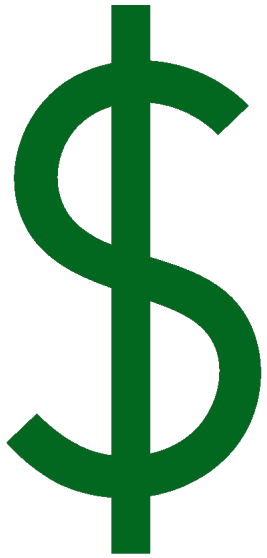
Most other revenue sources

Increase by 2% per year

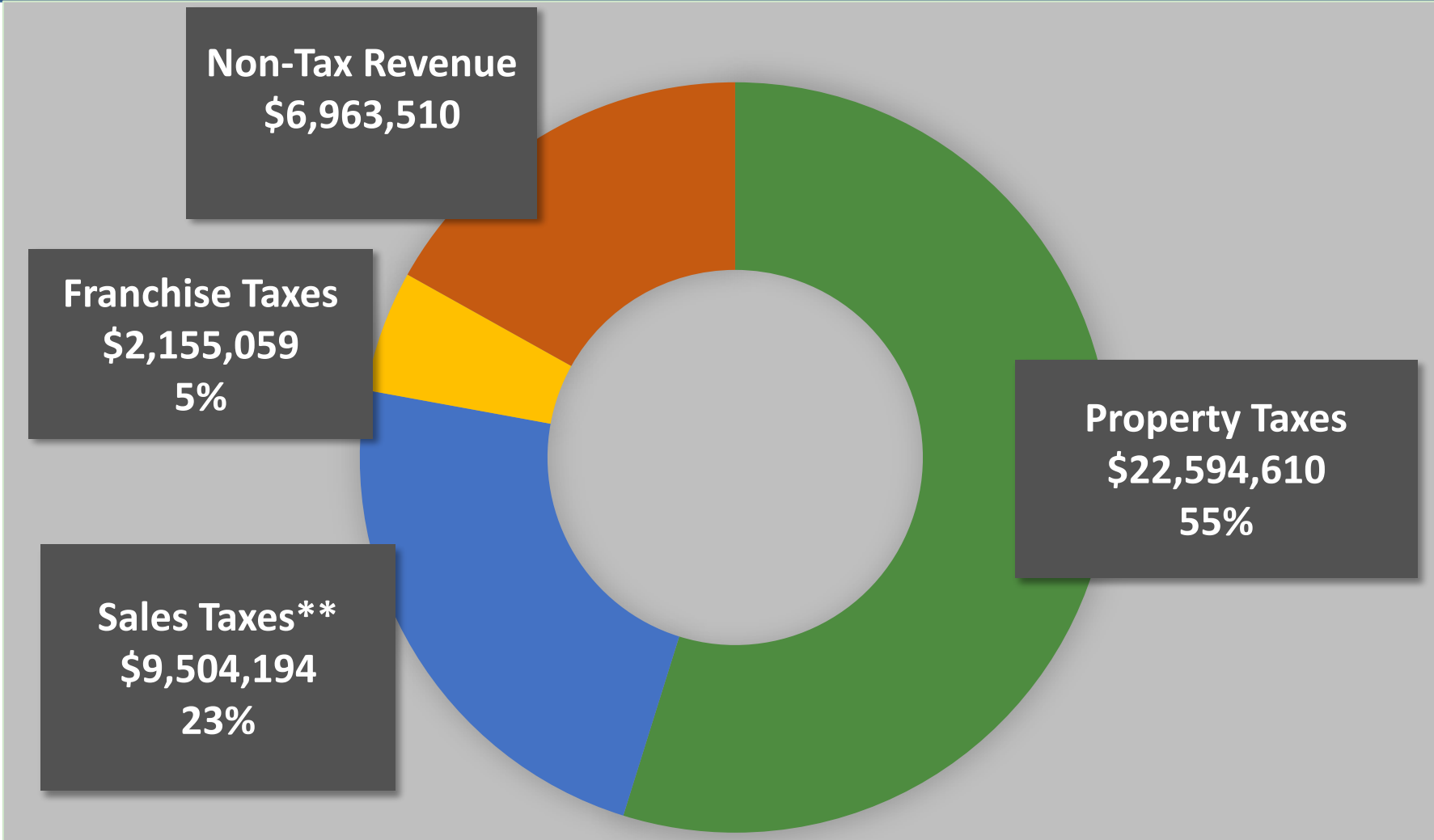
* Valuation increases are inclusive of commercial properties, which are not capped at 10% annually. Adoption of NNRR negates value fluctuations.

FY25 Prelim Revenue (General Fund) - $41.2M

(with portion of 21/22/23 unused increment)



Estimated Tax Rate 52.13 cents



**Sales tax revenue generated from the ½ cent sales tax approved by voters in 2016 for street improvements and FDEDC is recorded and expended in funds separate from

Tax Rate Drivers

Property tax revenue:

- Historical adoption of NNRR
- Tax rate adopted in FY24 - $0.500728
- Tax rate used in the MYFP for FY25 - 52.13 cents
  - Unused tax rate increment (2021 – 2023) available – 5.3 cents
    - Projected use of 2.5 cents

Need for tax rate increase due to:

- EMS Onboarding – (1.3 cents)
- Operating Costs – 5% increase (1.6 cents)
- Personnel Costs - 4% increase (1.9 cents)
- Deferred Maintenance (0.9 cents)
- Forces-at-Work $1.2M (TOTAL FUNDED)
- Decision Packages $1.8M (UNFUNDED)

Planning Assumptions - Expenditures

Existing Personnel

4% increase each year for wages and benefits

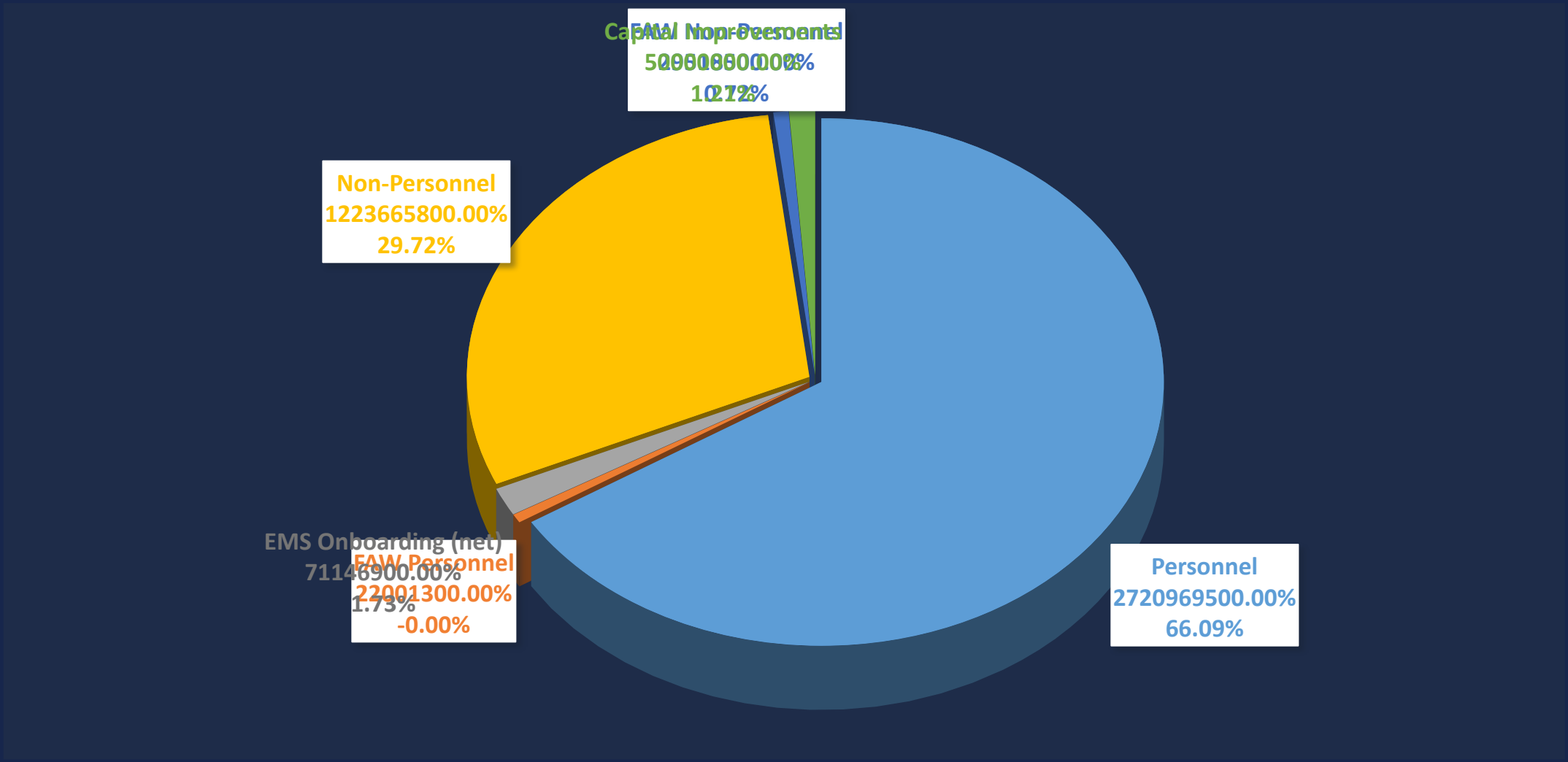
Non-Personnel

5% increase in FY2025

Hold 5% increase year over year 2026-2029

(based on 5-year historical average)

FY 25 Prelim Expenditures (General Fund) - $41.2M



EMS onboarding is shown net of FVFD contract reduction, elimination of EMS contract, and anticipated revenues from EMS billing.
Capital Improvements include $500K for deferred maintenance.

General Fund Forces-At-Work

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCES	NET TOTAL
DES_EMS	EMS Onboarding	10,000	2,943,095	2,953,095	1,035,000	$1,918,095
FVFD_Fire	FVFD Fire Contract Reduction		64,195	64,195	247,981	($183,786)
FVFD_EMS	EMS Contract Elimination			0	1,022,840	($1,022,840)
PD_Patrol	12-Hour Shifts + Vehicle	93,725	305,299	399,024	255,340	$143,684
PD_Admin	Biased Policing & Racial Profiling Consultant		13,000	13,000		$13,000
PD_Admin	Police Policy Accreditation	40,000	26,920	66,920	1,920	$65,000
PD_Patrol	FISD School Resource Officer Budget Increase		91,582	91,582		$91,582
ENG	Additional Vehicle (Stormwater duties)	50,000	1,500	51,500		$51,500
P&R_Parks	Maintenance Worker + Vehicle (+1.0 FTE)	62,000	88,432	150,432		$150,432
TOTAL FORCES AT WORK		**$255,725**	**$3,534,023**	**$3,789,748**	**$2,563,081**	**$1,226,667**

General Fund – Change in Fund Balance

Multi-year Financial Plan Summary

90-day operating reserve maintained in FY25

Tax rate increase 2025
Future Years = NNRR + 3.5%

Forces-At-Work and employee merit included in FY25

No Decision Packages are funded in the 5-year planning window with current projections and assumptions

NEXT STEPS

- Key Dates
  - ✓ Proposed Budget Delivered – 08/01/2024 (per City Charter)
  - ✓ Budget Work Session – 08/05/2024
  - ✓ Proposed Budget Public Hearing (Special Council Meeting) – 08/26/2024
  - ✓ Public Hearing on Tax Rate – 09/09/2024
  - ✓ Budget & Tax Rate Adoption – 09/09/2024

- Council Input & Direction Needed

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: June 3, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive and discuss an update regarding the City of Friendswood's utility rates.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In response to a Request for Proposals for the utility cost of services and rate study in November 2023, a contract was awarded to Willdan Financial Services to work with City staff to complete the project.

Jason Gray of Willdan Financial Services will provide the Council with an update regarding a utility rates comparison, historical utility revenue and expenditures, key utility cost and rate drivers, and related utility infrastructure projects, and potential utility impacts.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approving a rate design option will ensure adequate revenue for the City's utility operations, current debt service requirements, and future debt service obligations needed to maintain and/or expand the City's utility infrastructure.

RECOMMENDATIONS

Staff seeks direction from Council on the recommended utility rates in preparation for presentation of a utility rate adjustment ordinance in the future.

ATTACHMENTS

1. Utility Cost of Services and Rate Study - Friendswood TX Council Presentation (5.21.2024) - REVISED

City Council Presentation | 2024 Rate Update

PRELIMINARY AND SUBJECT TO CHANGE

June 2024

AGENDA

- Background on Rates
- Customers and Volumes
- Current and Forecast Cost of Service
- Initial Rate Plan Scenarios
- Summary

PRELIMINARY & SUBJECT TO CHANGE

BACKGROUND ON RATES

UTILITY RATE OUTLOOK

- Average utility has been increasing rates 5-6% per year, a trend that is expected to continue
- American Water Works Association (AWWA) forecasts that water and wastewater rates across the U.S. will triple in the next 15 years
- 30-40% of utilities charge rates that do not cover their costs
- City of Houston (COH) and Gulf Coast Authority (Gulf Coast) water and wastewater increases will have a major impact on City's long-term rate plan
- Rate adjustments are primarily due to reasons beyond a utility's direct control – inflation, necessary Capital Improvement Plans, wholesale costs, and other indirect expenses

PRELIMINARY & SUBJECT TO CHANGE

CURRENT RATE STRUCTURE

- **Water:**
  - Base + Conservation Tiers Volume Rate for Residential & Irrigation
  - Base + Flat Volume Rate for Commercial
- **Wastewater**
  - Base + Flat Volume Rate for Residential & Commercial
  - Winter Average Method for Residential
- **Outside City Limits Rate:**
  - 1.5x Inside Rates

Water Rates

Residential Rates

Minimum Charge by Meter Size	5/8"-3/4"	$	23.55
(Includes3,000 Gallons in Base)	1"		23.55
	1 1/2"		92.09
	2"		147.43

Volume Rate (per 1,000 Gallons)			
1	3,000	$	-
3,001	10,000		3.21
10,001	25,000		4.01
25,001	Above		6.02

Commercial

Minimum Charge by Meter Size	5/8"-3/4"	$	23.55
	1"		23.55
	1 1/2"		92.09
	2"		147.43
	3"		265.20
	4"		433.43
	6"		854.02
	8"		1,358.72
Volume Rate (per 1,000 Gallons)		$	4.90

Irrigation

Minimum Charge by Meter Size	5/8"-3/4"	$	23.55
	1"		23.55
	1 1/2"		92.09
	2"		147.43
	3"		265.20
	4"		433.43
	6"		854.02
	8"		1,358.72

Volume Rate (per 1,000 Gallons)			
1	3,000	$	-
3,001	10,000		4.00
10,001	25,000		4.25
25,001	Above		6.02

Wastewater Rates

Residential Wastewater Rates

Minimum Charge	5/8"-3/4"		27.96
	1"		27.96
	1 1/2"		27.96
	2"		27.96
Volume Rate (per 1,000 Gallons)		$	4.29

* Monthly billed based on an winter months average water consumption

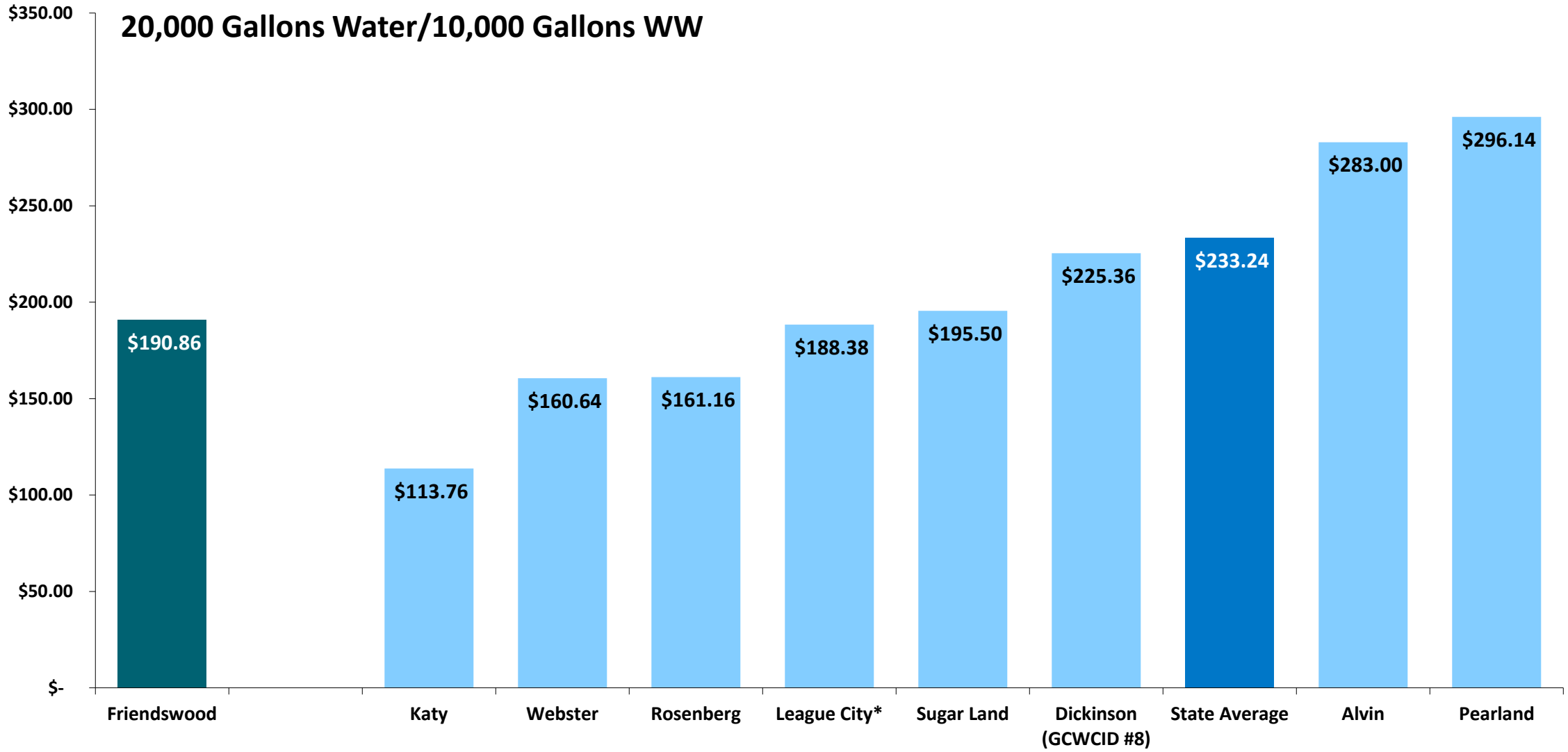
Commercial

Minimum Charge by Meter Size	5/8"-3/4"	$	27.96
	1"		27.96
	1 1/2"		27.96
	2"		27.96
	3"		27.96
	4"		27.96
	6"		27.96
	8"		27.96
Volume Rate (per 1,000 Gallons)		$	4.29

NOTE: Outside City Water & Wastewater Customer rate 1.5x Inside Customer Rates

PRELIMINARY & SUBJECT TO CHANGE

CURRENT BI-MONTHLY CHARGES | COMBINED W&WW



PRELIMINARY & SUBJECT TO CHANGE

CUSTOMERS & VOLUMES

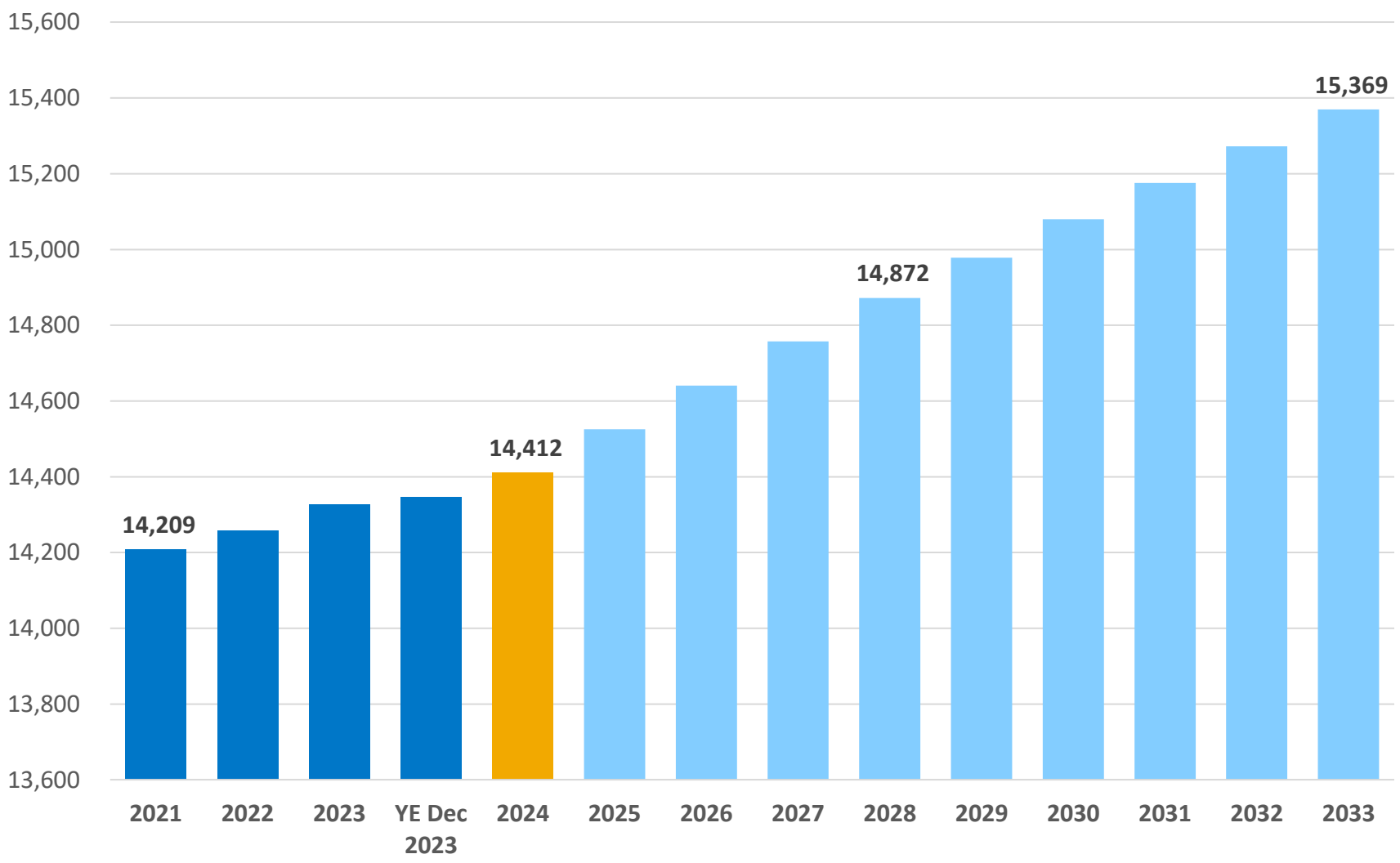
NUMBER OF ACCOUNTS | TEST YEAR 2024

WATER Customer Accounts	
Res Inside	13,069
Res Outside	6
Comm Inside	645
Comm Outside	34
Sprinkler Inside	656
Sprinkler Outside	2
Total Accounts	**14,412**

WASTEWATER Customer Accounts	
Sewer - Res In	12,986
Sewer - Res Out	4
Sewer - Comm Inside	538
Sewer - Comm Out	23
Other5	-
Other6	-
Total Accounts	**13,551**

PRELIMINARY & SUBJECT TO CHANGE

ACCOUNT TREND | WATER

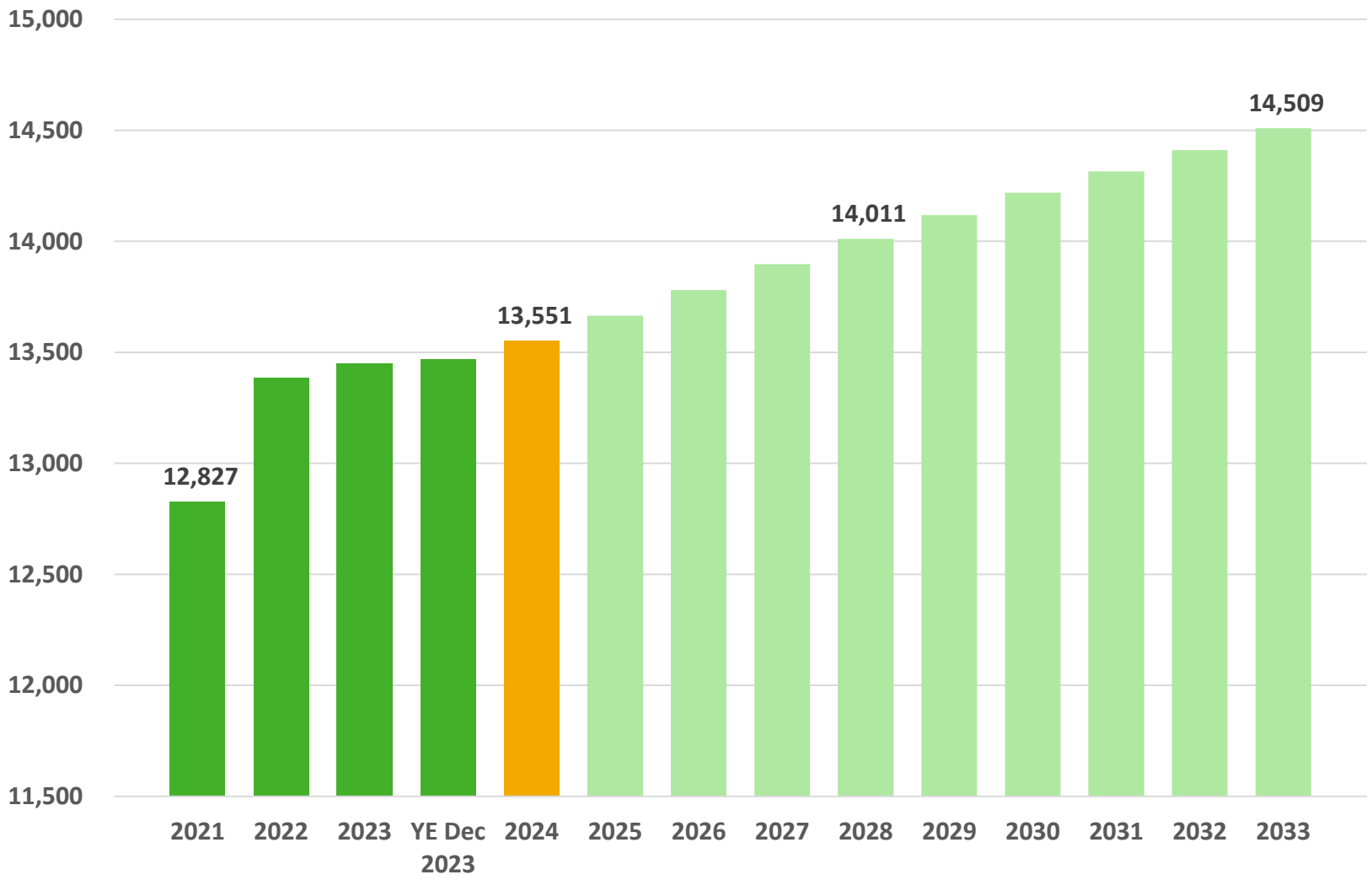


We are projecting 0.7% annual water account growth.

Should growth assumptions change significantly, the proposed rate plan should be revisited.

PRELIMINARY & SUBJECT TO CHANGE

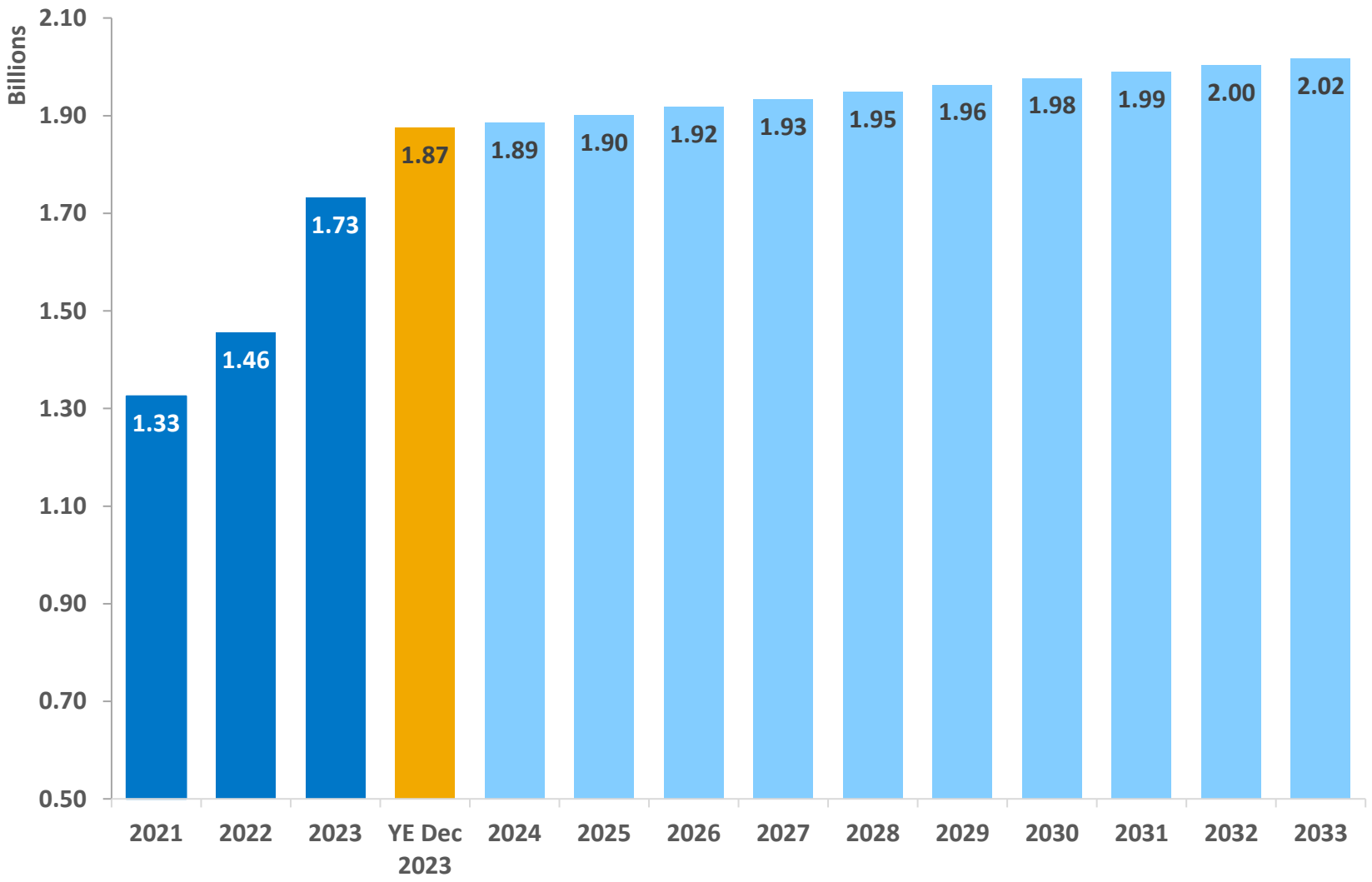
ACCOUNT TREND | WASTEWATER



Slightly higher percentage (0.8%) wastewater account growth based lower base and assumption that all new accounts will include wastewater.

PRELIMINARY & SUBJECT TO CHANGE

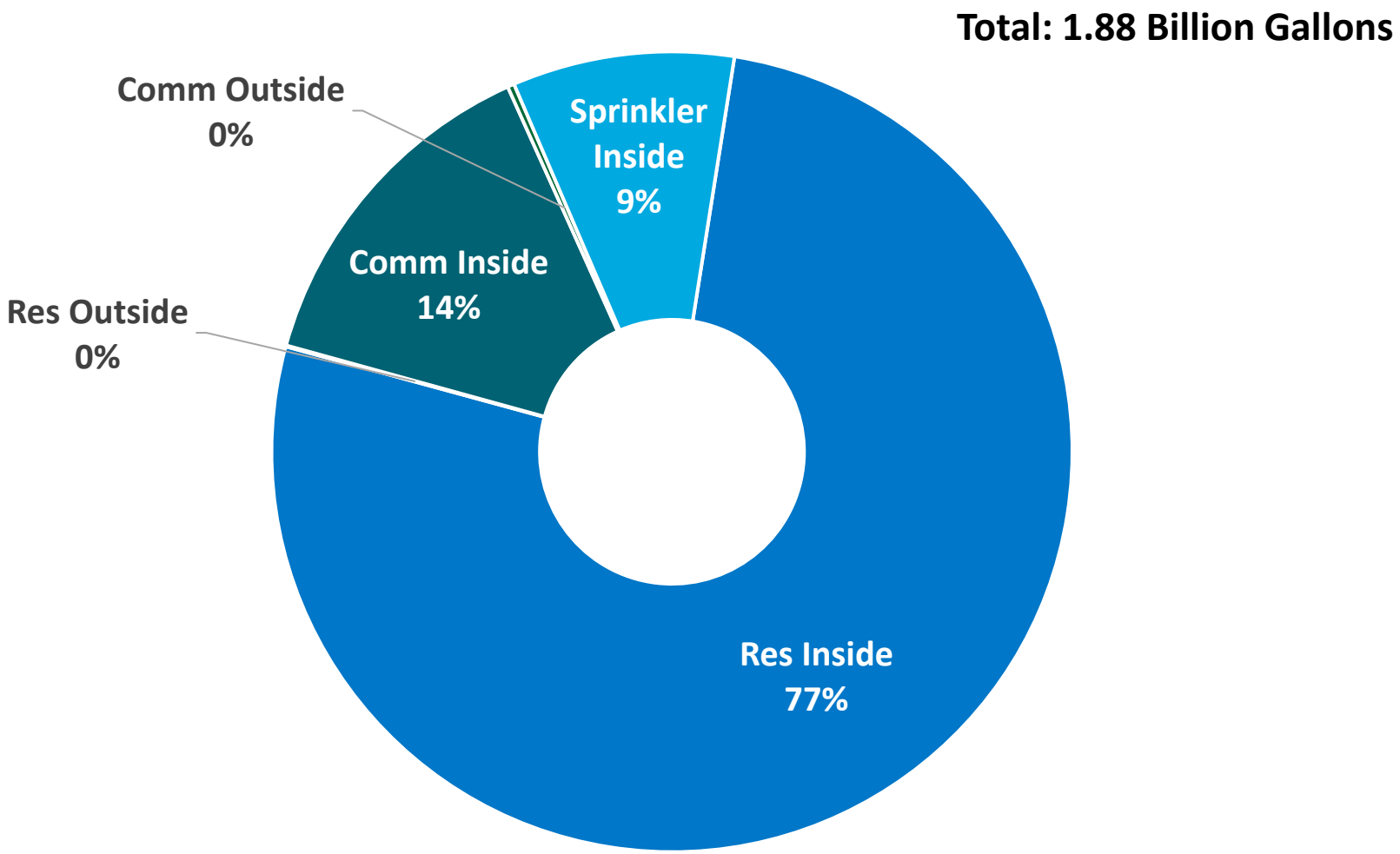
BILLED VOLUME TREND | WATER | BILLIONS OF GALLONS



Water use is expected to grow consistently with account growth (0.7%).

PRELIMINARY & SUBJECT TO CHANGE

TEST YEAR | RETAIL WATER CONSUMPTION BY RATE CLASS



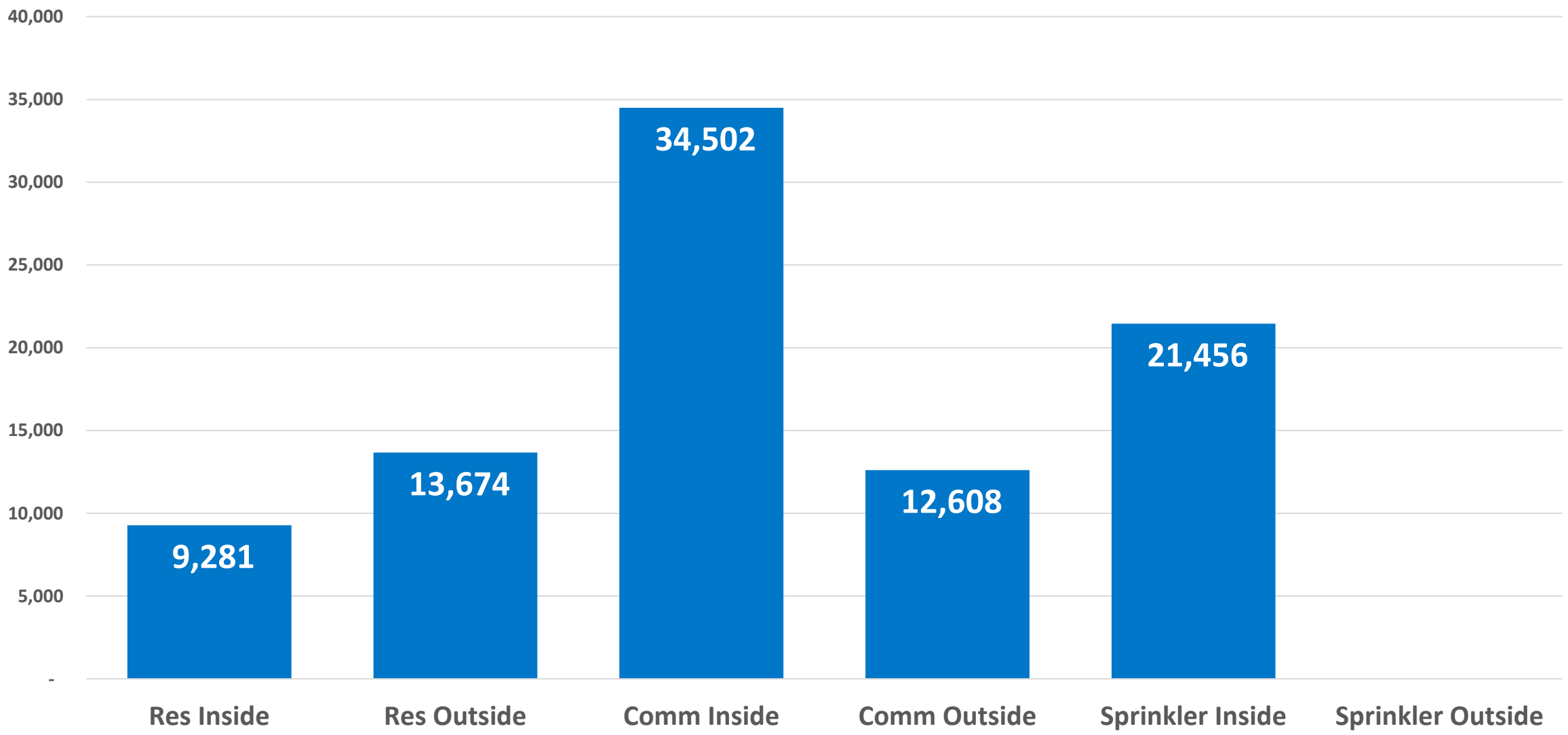
Residential comprises a clear majority of consumption and accounts within the City.

We are not forecasting any change to the consumption by class makeup.

Outside City customers make up a small fraction of overall accounts and use.

PRELIMINARY & SUBJECT TO CHANGE

TEST YEAR | AVERAGE MONTHLY USE/ACCOUNT BY CUSTOMER CLASS



PRELIMINARY & SUBJECT TO CHANGE

WATER & WASTEWATER
CURRENT AND FORECAST COST OF SERVICE

COMPONENTS OF COST OF SERVICE

- Operating Expenses
- Capital Outlays
- Debt Principal & Interest
  - Current
  - Forecast
- Transfers

PRELIMINARY & SUBJECT TO CHANGE

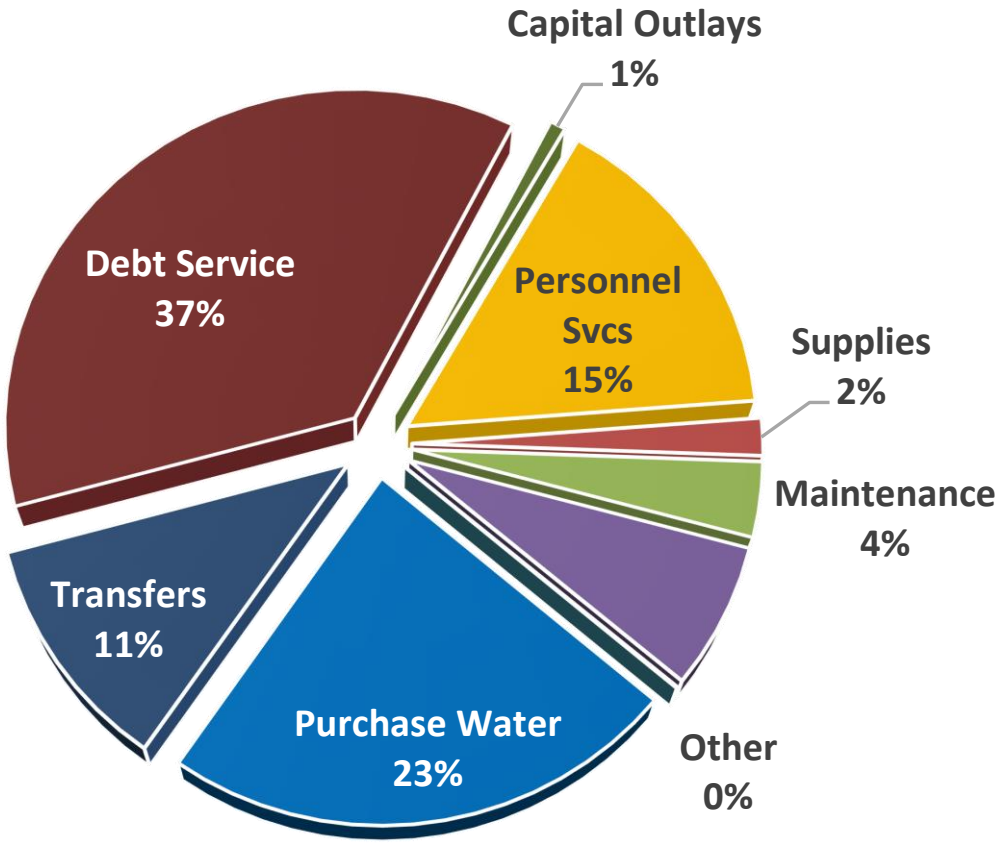
KEY ASSUMPTIONS DRIVING RATE PLAN

- Most personnel and operating expenses increase 3% per year – inflation rate may increase this in future years
- Certain expenses increase at higher rates and/or are tied to increases in accounts/volumes
- Biggest impacts on rate plan:
  - COH & Gulf Coast water and wastewater cost increases
  - New debt service required to fund CIP

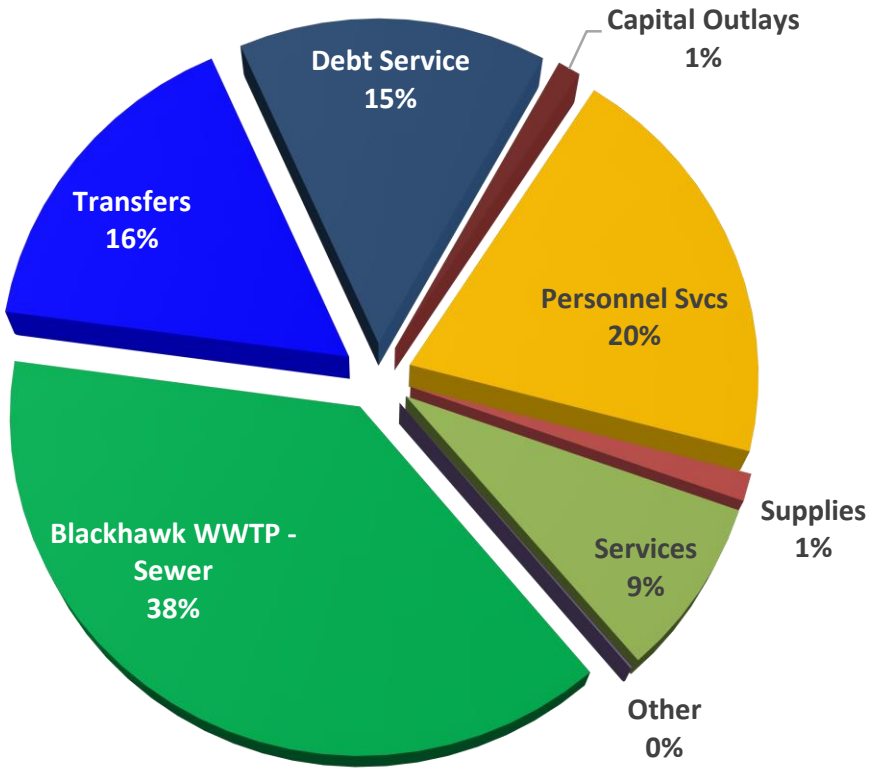
PRELIMINARY & SUBJECT TO CHANGE

TEST YEAR COST OF SERVICE

Water: $11.3 Million

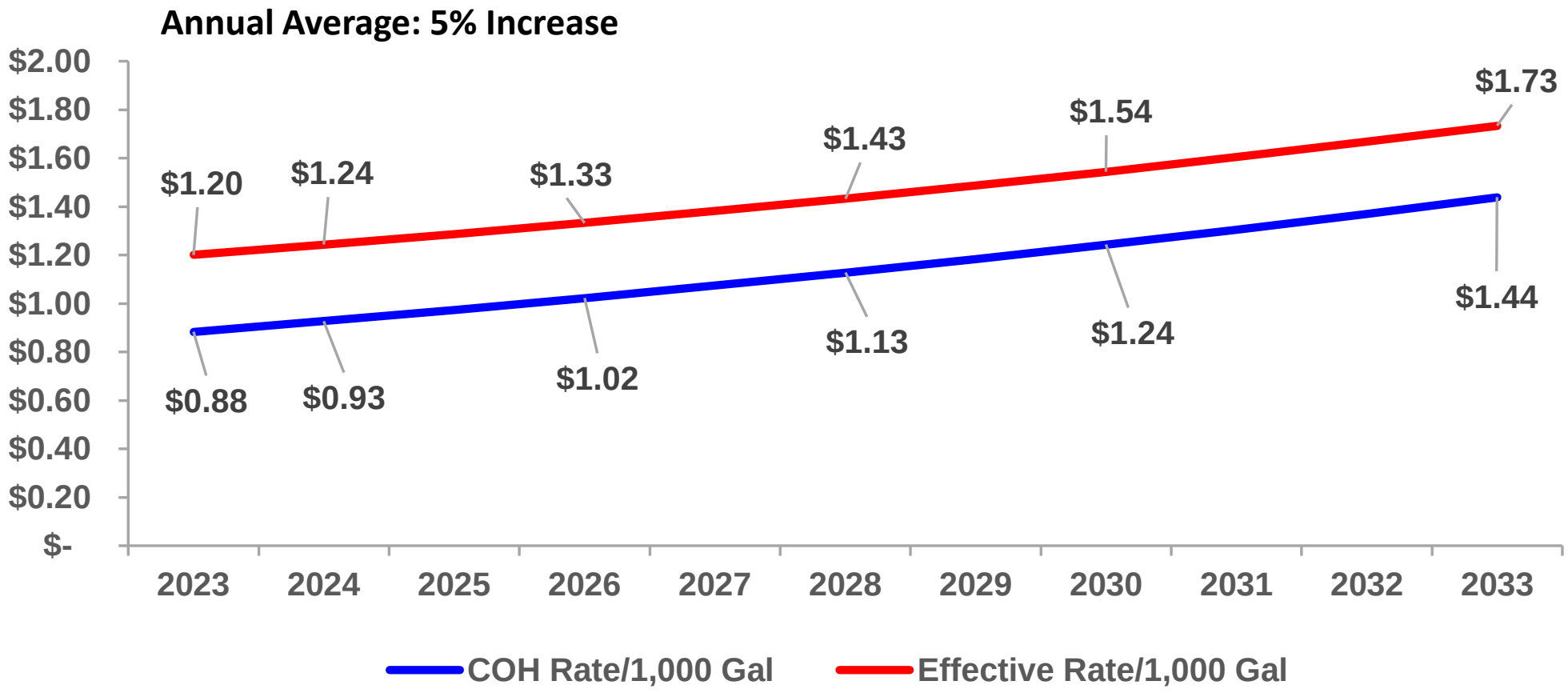


Wastewater: $8.1 Million



PRELIMINARY & SUBJECT TO CHANGE

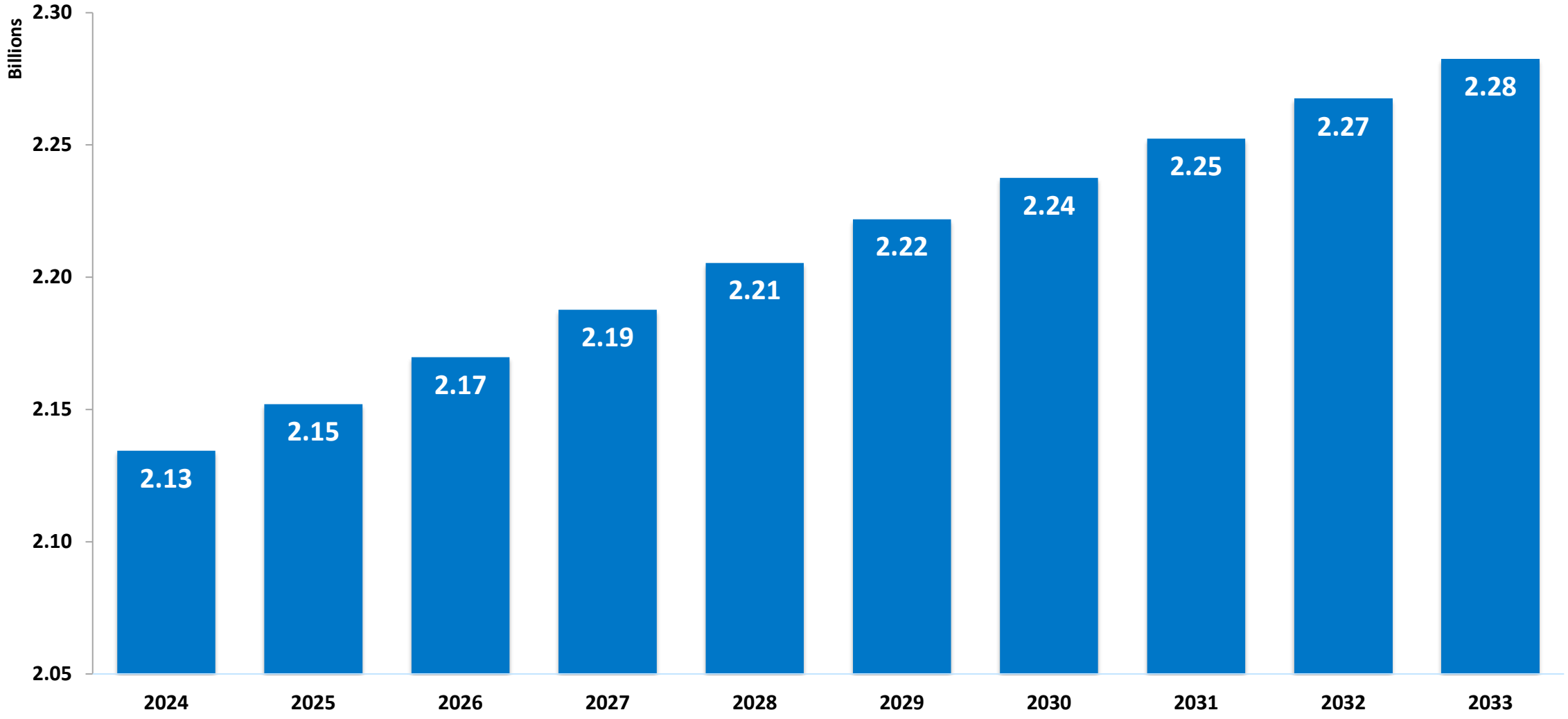
PROJECTED CITY OF HOUSTON WATER RATE INCREASES



PRELIMINARY & SUBJECT TO CHANGE

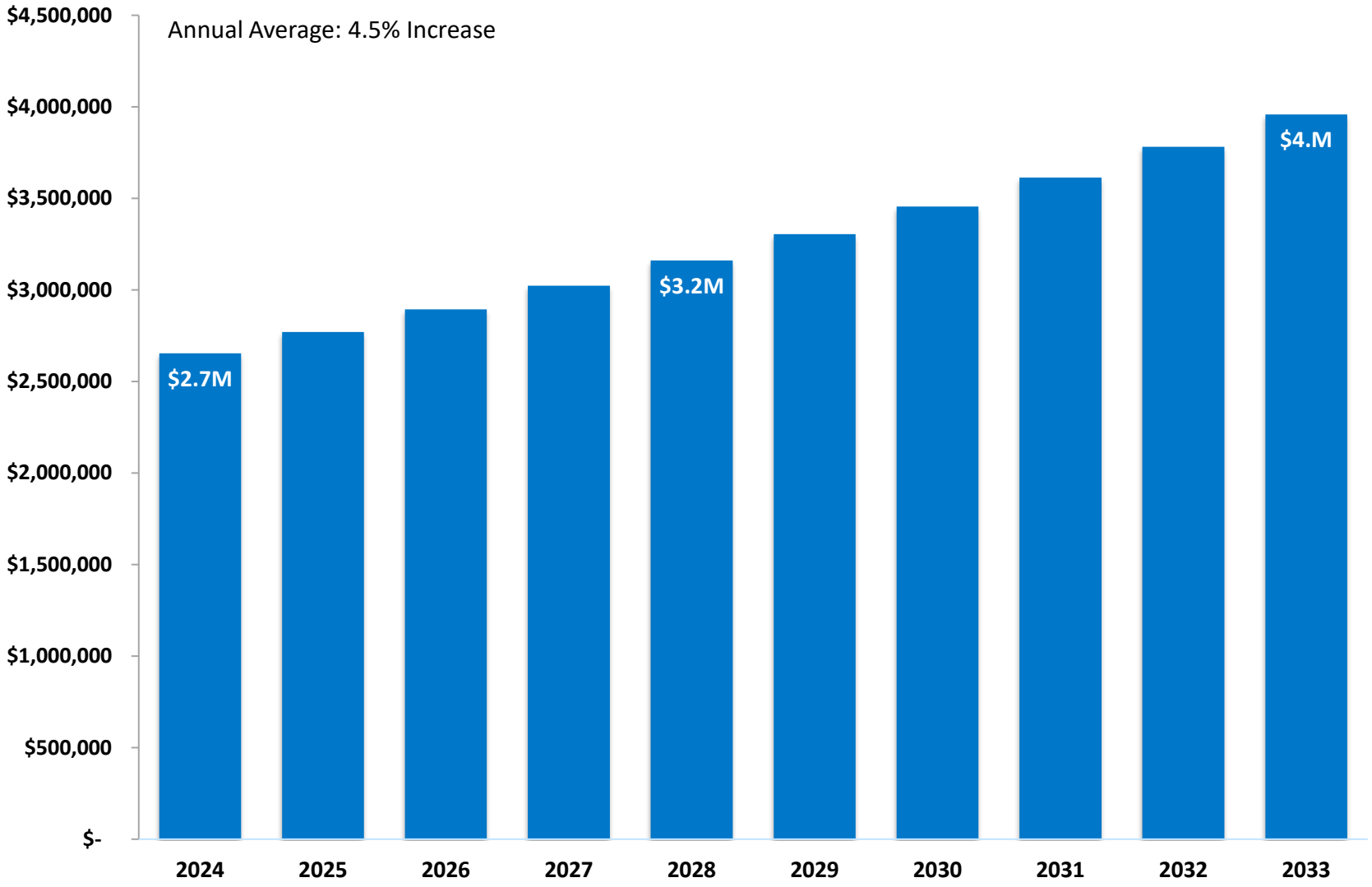
PROJECTED CITY OF HOUSTON WATER PURCHASES

Annual Average: 0.7% Increase



PRELIMINARY & SUBJECT TO CHANGE

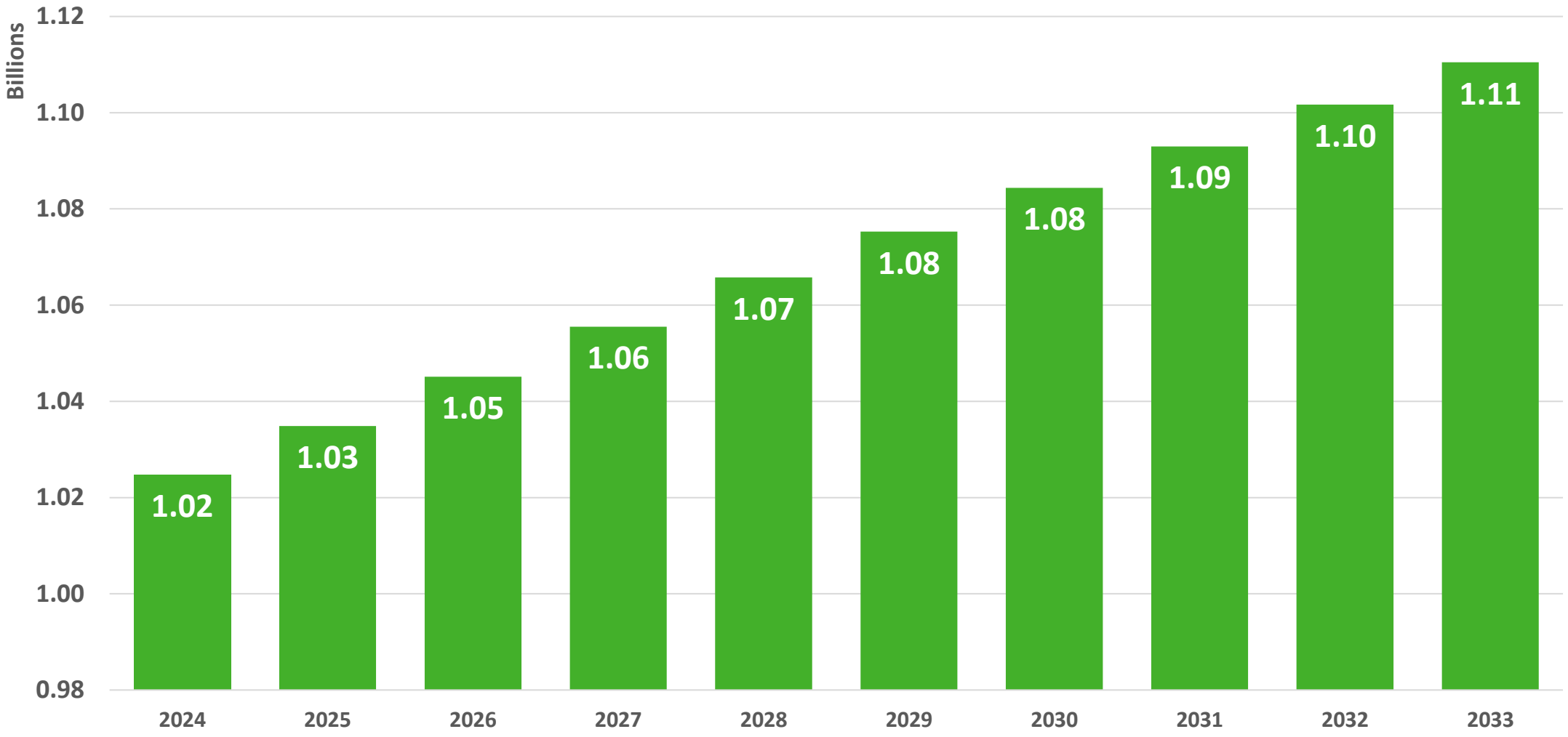
PROJECTED CITY OF HOUSTON WATER COST



While volume rate is increasing at 5%, because it is one component of the overall cost, we expect total COH cost to increase by 4.5% annually.

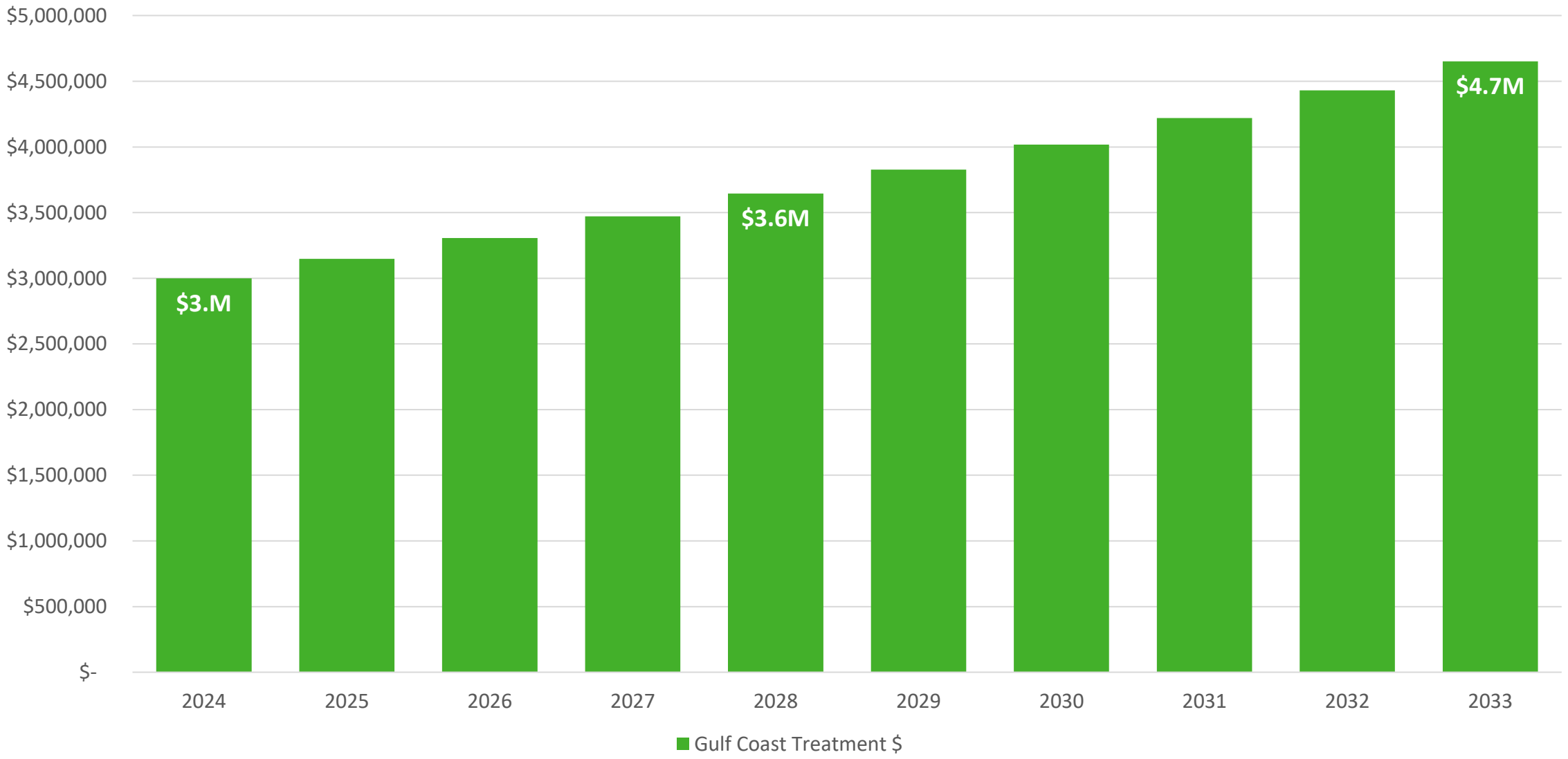
PRELIMINARY & SUBJECT TO CHANGE

PROJECTED GULF COAST WATER AUTHORITY (GCWA) VOLUMES



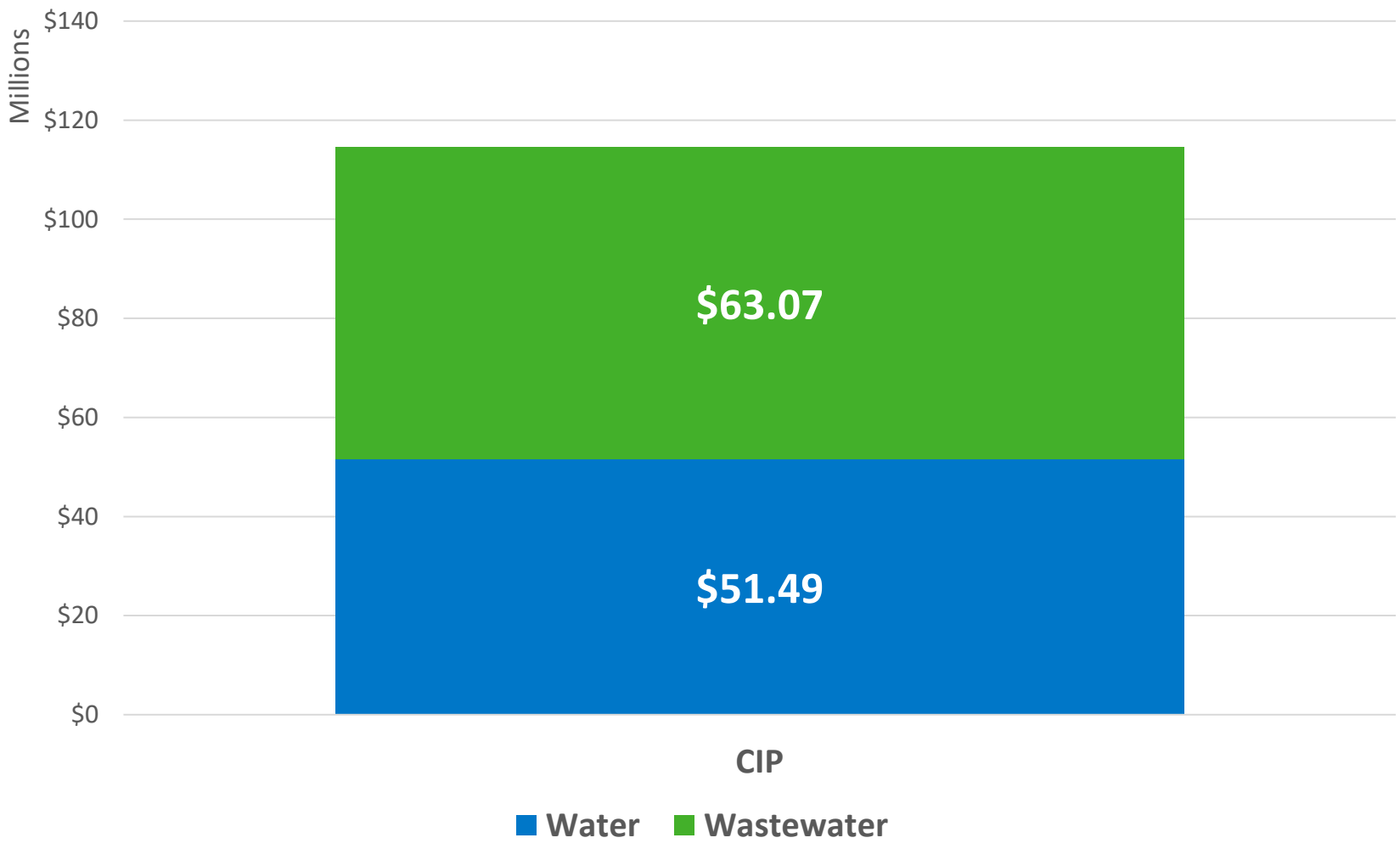
PRELIMINARY & SUBJECT TO CHANGE

PROJECTED GULF COAST WATER AUTHORITY (GCWA) COST



PRELIMINARY & SUBJECT TO CHANGE

PROJECTED CAPITAL IMPROVEMENT PLAN (5-YEAR)



PRELIMINARY & SUBJECT TO CHANGE

PROJECTED CAPITAL IMPROVEMENT PLAN (FY24 – FY29)

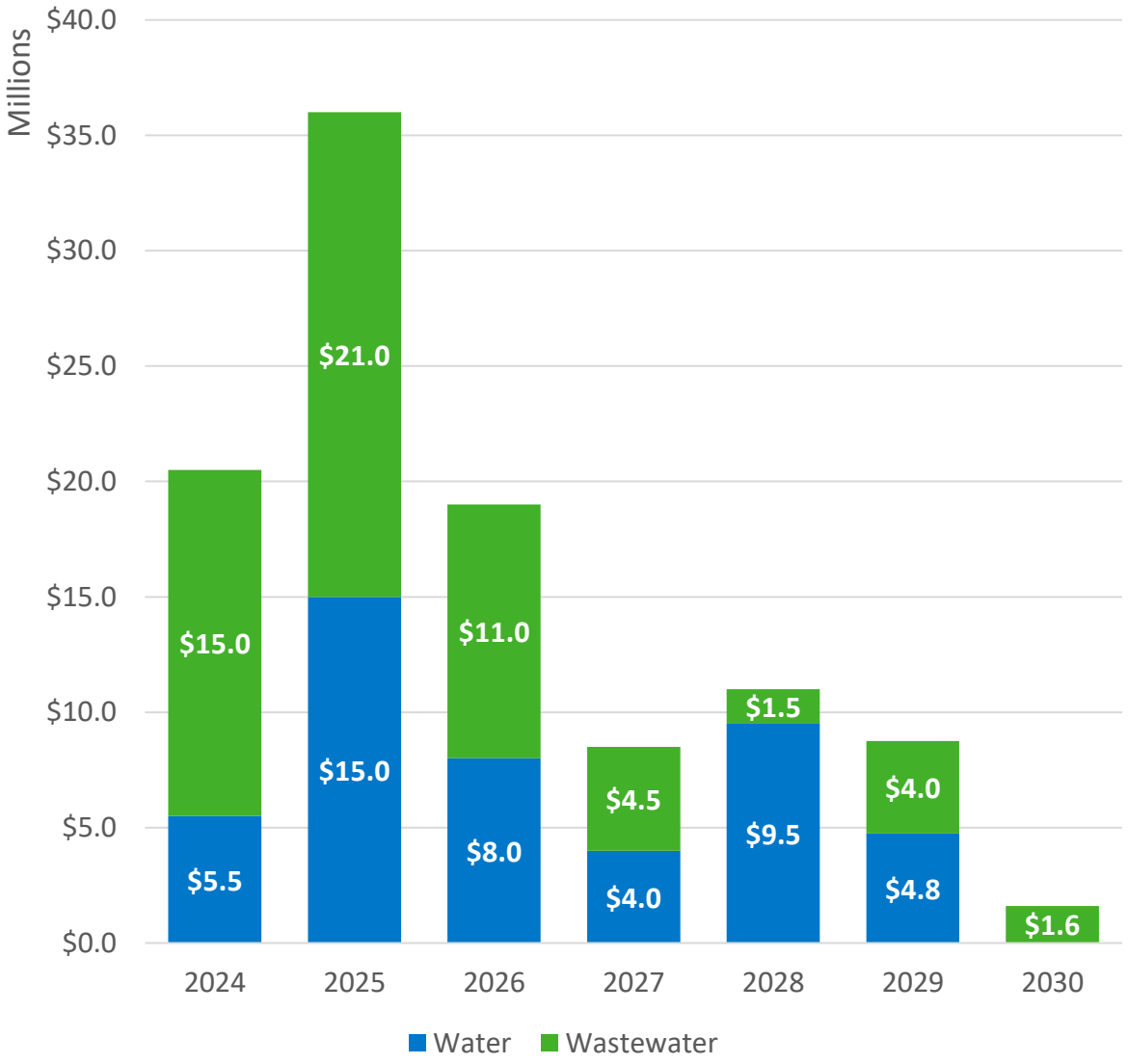
WATER PROJECTS		
42" Water Main Replacement (COH Cash Call)	$	15,355,591
Friendswood Dr to EST1 | 24"		9,962,000
Friendswood Trails 16" Loop		6,542,000
Beamer 12"		4,410,000
Georgetown East Loop 12"		3,280,000
Ground Storage Tank @ WP 1 and Pump Improvements (Funded with Series 2016 &		3,033,849
Georgetown Extension 12"		2,640,000
Chigger Creek Crossing 16"		2,229,000
Surface Water System #2 Pump/Controls		1,000,000
Generator at Surface Water Station #2		1,000,000
Pipe Rack Relocation Project (Grant)		863,750
Annalea Neighborhood Improvements - 1/3 Water, 1/3 WW, 1/3 Street Willdan estima		858,150
Blackhawk Blvd Phase II-C Utilities		316,317
TOTAL WATER PROJECTS	**$**	**51,490,657**

WASTEWATER PROJECTS		
Upsizing Lift Station #2 & Force Main	$	15,409,400
Upsize Lift Station 23 and Force Main		5,382,000
I&I Removal Above 30%		5,000,000
El Dorado/Lundy Lane Sanitary Sewer		3,880,000
Windsong Lane Sanitary Sewer		3,061,000
Lift Station #2		3,000,000
Upsize Lift Station #8 and Force Main		2,569,800
Cowards Creek Sewer Upsizing		2,408,000
Lift Station Package 1		1,950,000
Upsize Lift Station #30		1,845,500
2025-2029 Sewer Line Maint & Cleaning - Funded in annual budget		1,800,000
Greenbriar at Cowards Creek Gravity Sewer Line		1,800,000
Upsize Lift Station 16		1,531,200
Upsizing 15" and 18" sewer line along Greenbriar Drive		1,531,200
Liftstation #26 Reconstruction		1,500,000
Lift Station #27 Upgrades		1,500,000
FM 528-Falcon Ridge to Windsong Sanitary Sewer		1,433,100
Lift Station #22 Rehabilitation/Replacement		1,372,000
Baker Road, Falling Leaf Sanitary Sewer		1,280,000
Blackhawk WWTP Aeration Upgrades | Working Cap		1,100,000
Lift Station Package 4		1,005,000
Pipe Rack Relocation Project (Grant)		863,750
Annalea Neighborhood Improvements - 1/3 Water, 1/3 WW, 1/3 Street Willdan estima		858,150
Citywide Wastewater Hydraulic Model		400,000
Blackhawk Blvd Phase II-C Utilities		316,317
Greenbriar at Cowards Creek Gravity Sewer Line		275,000
TOTAL WASTEWATER PROJECTS	**$**	**63,071,417**

PRELIMINARY & SUBJECT TO CHANGE

PROJECTED CIP BOND ISSUANCES

Bond Issues	Total	Water	Wastewater
2024	$ 20,500,000	$ 5,500,000	$ 15,000,000
2025	36,000,000	15,000,000	21,000,000
2026	19,000,000	8,000,000	11,000,000
2027	8,500,000	4,000,000	4,500,000
2028	11,000,000	9,500,000	1,500,000
2029	8,750,000	4,750,000	4,000,000
2030	1,600,000	-	1,600,000
Total	**$ 105,350,000**	**$ 46,750,000**	**$ 58,600,000**



PRELIMINARY & SUBJECT TO CHANGE

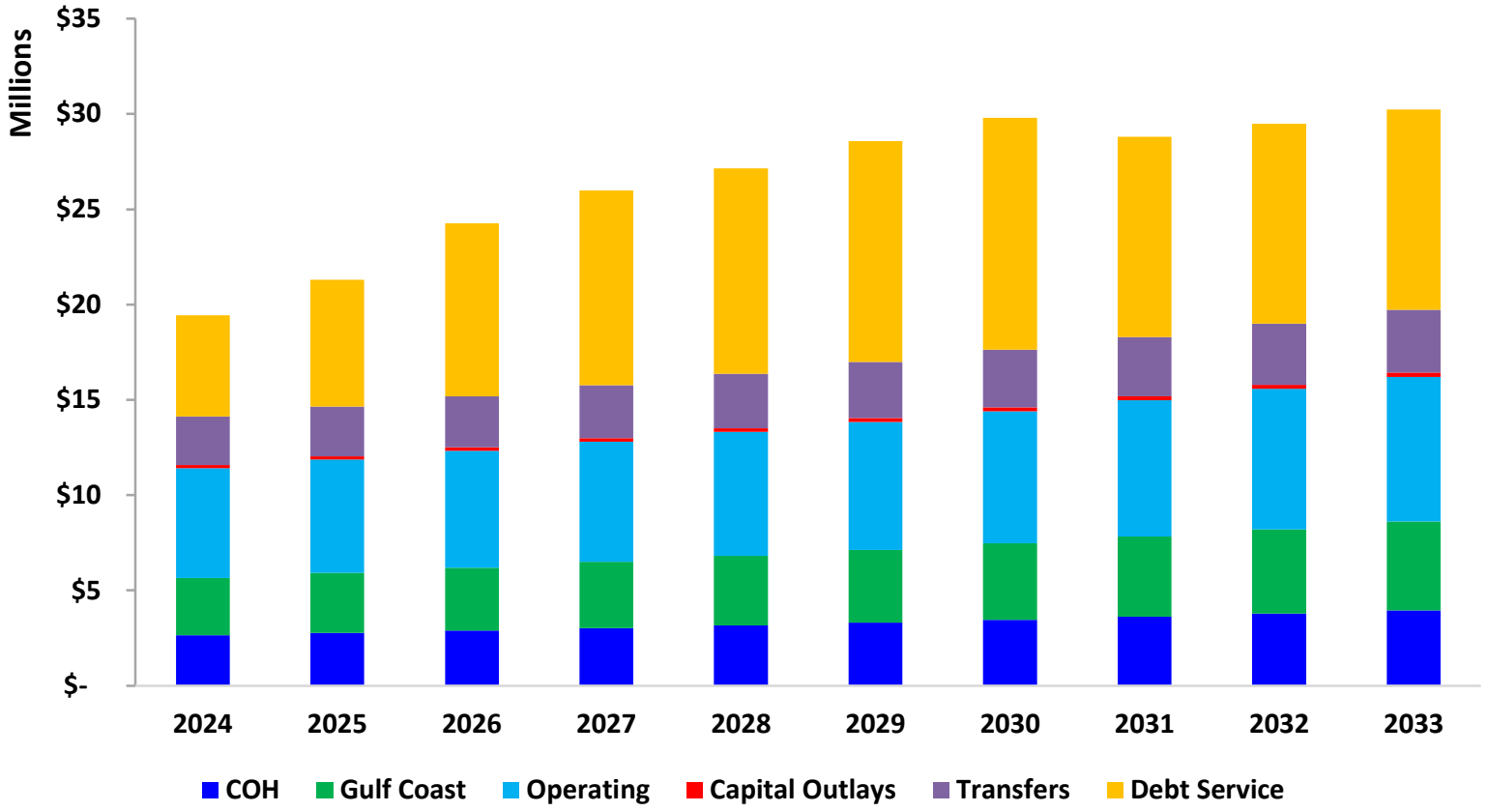
FORECAST DEBT SERVICE PAYMENTS

	Water		Wastewater		
Year	Current	Forecast	Current	Forecast	Total
2024	$ 4,163,100	$ -	$ 1,155,175	$ -	**$ 5,318,275**
2025	4,164,148	359,107	1,157,977	979,383	**6,660,615**
2026	4,219,104	1,338,490	1,153,846	2,350,519	**9,061,959**
2027	4,129,934	1,860,828	1,158,066	3,068,733	**10,217,561**
2028	4,133,254	2,121,997	1,158,971	3,362,548	**10,776,770**
2029	4,243,063	2,742,272	1,157,337	3,460,487	**11,603,159**
2030	4,246,702	3,052,410	1,156,598	3,721,656	**12,177,366**
2031	2,459,797	3,052,410	1,158,403	3,826,123	**10,496,733**
2032	2,461,407	3,052,410	1,156,493	3,826,123	**10,496,433**
2033	2,460,684	3,052,410	1,156,116	3,826,123	**10,495,333**

PRELIMINARY & SUBJECT TO CHANGE

FORECAST WATER & WASTEWATER COST OF SERVICE

FY24 COH & Gulf Coast = 29.1% of Total COS
FY33 COH & Gulf Coast = 28.5% of Total COS



PRELIMINARY & SUBJECT TO CHANGE

FORECAST NET REVENUE REQUIREMENT

	Operating & Capital Expenses	COH Costs	Gulf Coast Costs	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement									
2024	$ 3,149,469	$ 2,653,885	$ -	$ 84,939	$ 4,163,100	$ 1,266,583	**$ 11,317,976**	$ 675,936	**$ 10,642,040**
2025	3,247,745	2,769,998	-	87,487	4,523,255	1,304,580	**11,933,066**	675,936	**11,257,130**
2026	3,349,245	2,892,949	-	90,112	5,557,594	1,343,717	**13,233,617**	675,936	**12,557,681**
2027	3,454,085	3,023,141	-	92,815	5,990,762	1,384,029	**13,944,833**	675,936	**13,268,897**
2028	3,562,390	3,160,596	-	95,600	6,255,251	1,425,550	**14,499,386**	675,936	**13,823,450**
2029	3,674,285	3,304,394	-	98,468	6,985,335	1,468,316	**15,530,799**	675,936	**14,854,863**
2030	3,789,906	3,455,391	-	101,422	7,299,112	1,512,366	**16,158,196**	675,936	**15,482,260**
2031	3,909,390	3,613,869	-	104,465	5,512,207	1,557,737	**14,697,668**	675,936	**14,021,732**
2032	4,032,885	3,781,401	-	107,599	5,513,817	1,604,469	**15,040,171**	675,936	**14,364,235**
2033	4,160,542	3,958,508	-	110,827	5,513,094	1,652,603	**15,395,574**	675,936	**14,719,638**
WASTEWATER Revenue Requirement									
2024	2,615,870	-	2,998,739	86,845	1,155,175	1,266,583	**8,123,212**	233,712	**7,889,500**
2025	2,695,810	-	3,148,676	89,450	2,137,360	1,304,580	**9,375,877**	233,712	**9,142,165**
2026	2,778,237	-	3,306,110	92,134	3,504,365	1,343,717	**11,024,563**	233,712	**10,790,851**
2027	2,863,229	-	3,471,416	94,898	4,226,799	1,384,029	**12,040,371**	233,712	**11,806,659**
2028	2,950,871	-	3,644,987	97,744	4,521,519	1,425,550	**12,640,671**	233,712	**12,406,959**
2029	3,041,247	-	3,827,236	100,677	4,617,824	1,468,316	**13,055,300**	233,712	**12,821,588**
2030	3,134,448	-	4,018,598	103,697	4,878,254	1,512,366	**13,647,362**	233,712	**13,413,650**
2031	3,230,563	-	4,219,528	106,808	4,984,526	1,557,737	**14,099,162**	233,712	**13,865,450**
2032	3,329,690	-	4,430,504	110,012	4,982,616	1,604,469	**14,457,291**	233,712	**14,223,579**
2033	3,431,926	-	4,652,029	113,313	4,982,239	1,652,603	**14,832,110**	233,712	**14,598,398**

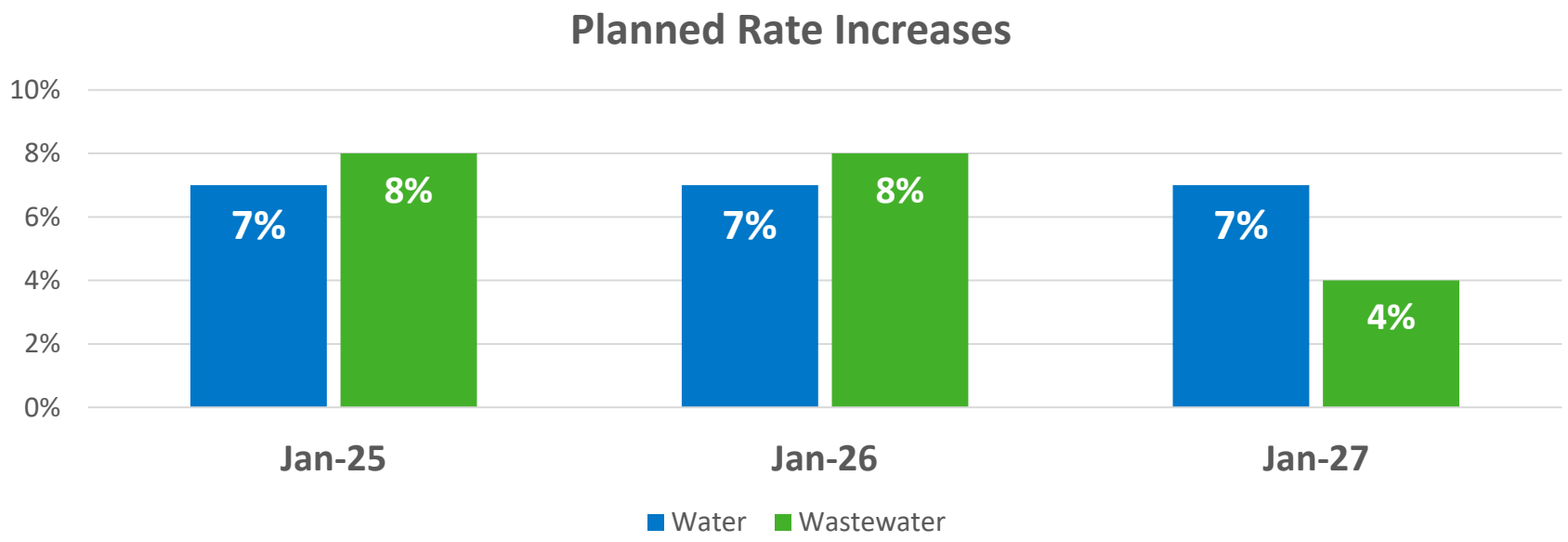
PRELIMINARY & SUBJECT TO CHANGE

WATER & WASTEWATER RATE PLAN SCENARIOS

RATE PROPOSAL | OVERVIEW

Recommend implementation of 3-year rate plan:

- Annual Adjustments in January 2025/2026/2027
- No change in the water and wastewater rate structure
- Long-term rate plan designed to mitigate wide swings in rates and maintain financial metrics



Given the volatility of growth, extended economic conditions, and potential for significant changes to wholesale costs, we recommend that the rate plan be formally reviewed after three years

PRELIMINARY & SUBJECT TO CHANGE

RATE PROPOSAL | WATER

		Current	Forecast Jan-25	Forecast Jan-26	Forecast Jan-27
WATER					
Water Rates | Residential Inside					
Monthly Minimum Charge					
3/4"		$ 23.55	**$ 25.20**	$ 26.95	$ 28.85
1"		$ 23.55	**$ 25.20**	$ 26.95	$ 28.85
1 1/2"		$ 92.09	**$ 98.55**	$ 105.45	$ 112.85
2"		$ 147.43	**$ 157.75**	$ 168.80	$ 180.60
Volume Rate Per 1,000 Gal					
1	3,000	-	**-**	-	-
3,001	10,000	3.21	**3.45**	3.70	3.95
10,001	25,000	4.01	**4.30**	4.60	4.90
25,001	Above	6.02	**6.45**	6.90	7.40
Water Rates -- Commercial Inside					
Monthly Minimum Charge					
3/4"		23.55	**25.20**	26.95	28.85
1"		23.55	**25.20**	26.95	28.85
1 1/2"		92.09	**98.55**	105.45	112.85
2"		147.43	**157.75**	168.80	180.60
3"		265.20	**283.75**	303.60	324.85
4"		433.43	**463.75**	496.20	530.95
6"		854.02	**913.80**	977.75	1,046.20
8"		1,358.72	**1,453.85**	1,555.60	1,664.50
10"		1,358.72	**1,453.85**	1,555.60	1,664.50
12"		1,358.72	**1,453.85**	1,555.60	1,664.50
Volume Rate Per 1,000 Gal					
1	Above	4.90	**5.25**	5.60	6.00

Given the volatility of growth, extended economic conditions, and potential for significant changes to wholesale costs, we recommend that the rate plan be formally reviewed after three years.

Outside City Limits Customers: 1.5x Multiplier

PRELIMINARY & SUBJECT TO CHANGE

RATE PROPOSAL | WATER

		Current	Forecast Jan-25	Forecast Jan-26	Forecast Jan-27
Water Rates - Irrigation/Sprinkler					
Monthly Minimum Charge					
3/4"		23.55	**25.20**	26.95	28.85
1"		23.55	**25.20**	26.95	28.85
1 1/2"		92.09	**98.55**	105.45	112.85
2"		147.43	**157.75**	168.80	180.60
3"		265.20	**283.75**	303.60	324.85
4"		433.43	**463.75**	496.20	530.95
6"		854.02	**913.80**	977.75	1,046.20
8"		1,358.72	**1,453.85**	1,555.60	1,664.50
Volume Rate Per 1,000 Gal					
1	3,000	-	**-**	-	-
3,001	10,000	4.00	**4.30**	4.60	4.90
10,001	25,000	4.25	**4.55**	4.85	5.20
25,001	Above	6.02	**6.45**	6.90	7.40

Given the volatility of growth, extended economic conditions, and potential for significant changes to wholesale costs, we recommend that the rate plan be formally reviewed after three years

Outside City Limits Customers: 1.5x Multiplier

PRELIMINARY & SUBJECT TO CHANGE

RATE PROPOSAL | WASTEWATER

	Current	Forecast Jan-25	Forecast Jan-26	Forecast Jan-27
WASTEWATER				
Wastewater Rates - Residential Inside*				
Monthly Minimum Charge	$ 27.96	**$ 30.20**	$ 32.60	$ 33.90
Volume Rate/1,000 Gal	4.29	**4.65**	5.00	5.20
Wastewater Rates - Commercial Inside				
Monthly Minimum Charge	27.96	**30.20**	32.60	33.90
Volume Rate/1,000 Gal	4.29	**4.40**	4.50	4.60

*Winter Months Averaging Apply to Residential Volumes

Given the volatility of growth, extended economic conditions, and potential for significant changes to wholesale costs, we recommend that the rate plan be formally reviewed after three years

Outside City Limits Customers: 1.5x Multiplier

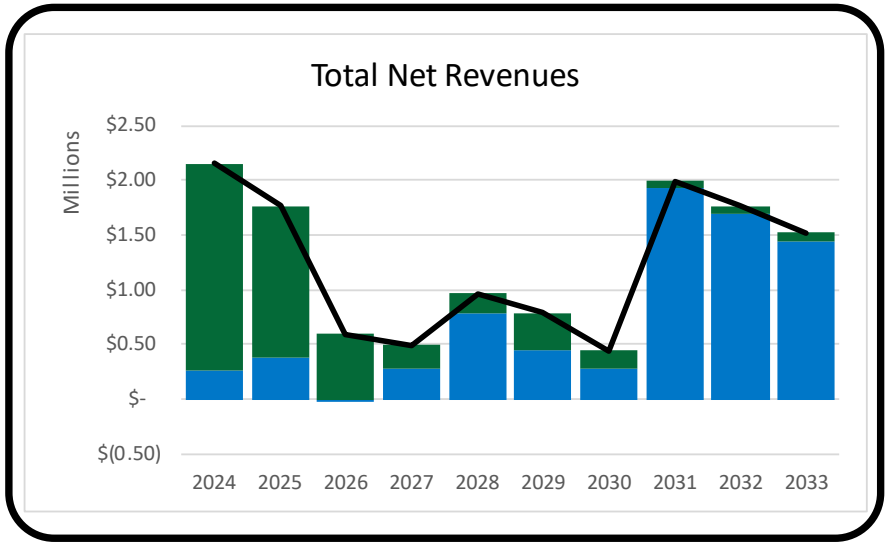
PRELIMINARY & SUBJECT TO CHANGE

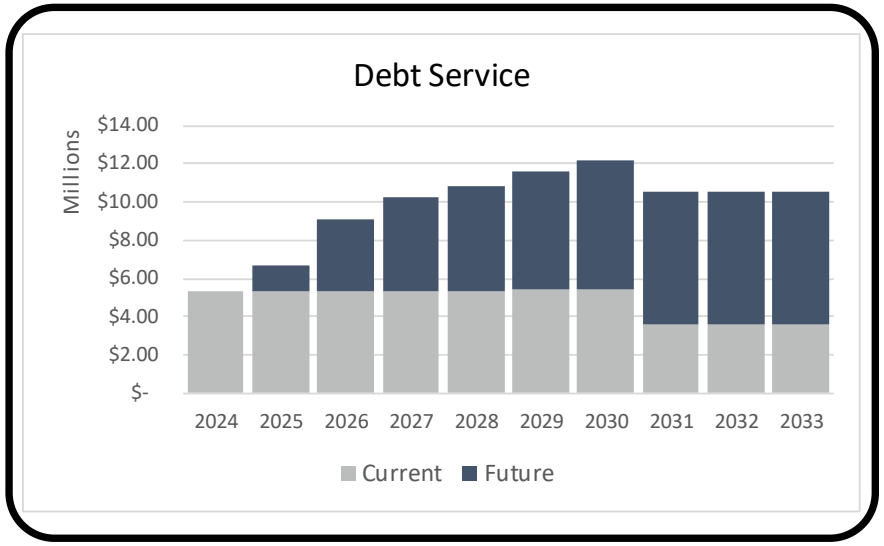
IMPACT OF RATE PLAN ON BI-MONTHLY CHARGES

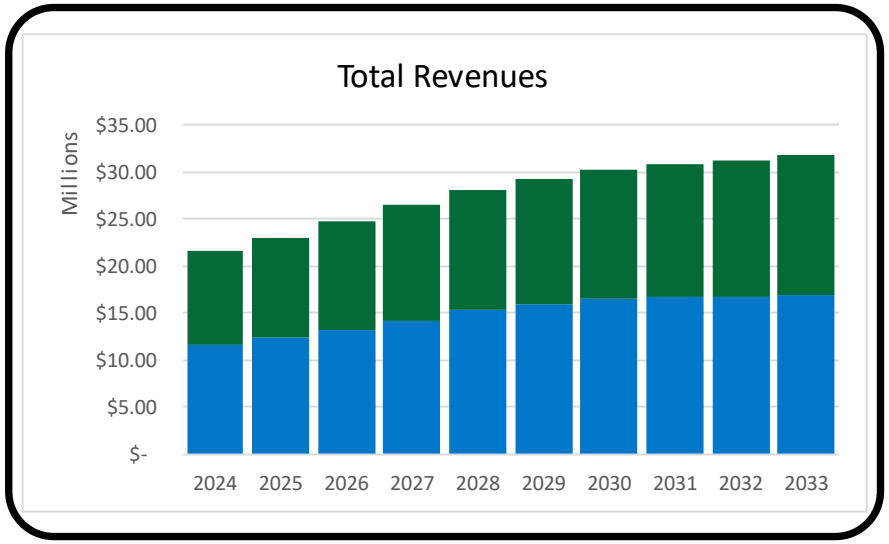
		Current	Forecast Jan-25	Forecast Jan-26	Forecast Jan-27
Residential Monthly Charges -- 3/4"					
10,000 Water	10,000 WW	$ 158.76	**$ 171.10**	$ 183.90	$ 193.30
	Increase -- $		**12.34**	12.80	9.40
	Increase -- %		**7.8%**	7.5%	5.1%
20,000 Water	10,000 WW	349.62	**376.70**	404.80	426.10
	Increase -- $		**27.08**	28.10	21.30
	Increase -- %		**7.7%**	7.5%	5.3%
60,000 Water	10,000 WW	879.74	**946.90**	1,016.60	1,073.20
	Increase -- $		**67.16**	69.70	56.60
	Increase -- %		**7.6%**	7.4%	5.6%
Commercial Monthly Charges -- 2"					
80,000 Water	80,000 WW	$ 1,085.98	**$ 1,147.90**	$ 1,210.80	$ 1,277.00
	Increase -- $		**61.92**	62.90	66.20
	Increase -- %		**5.7%**	5.5%	5.5%

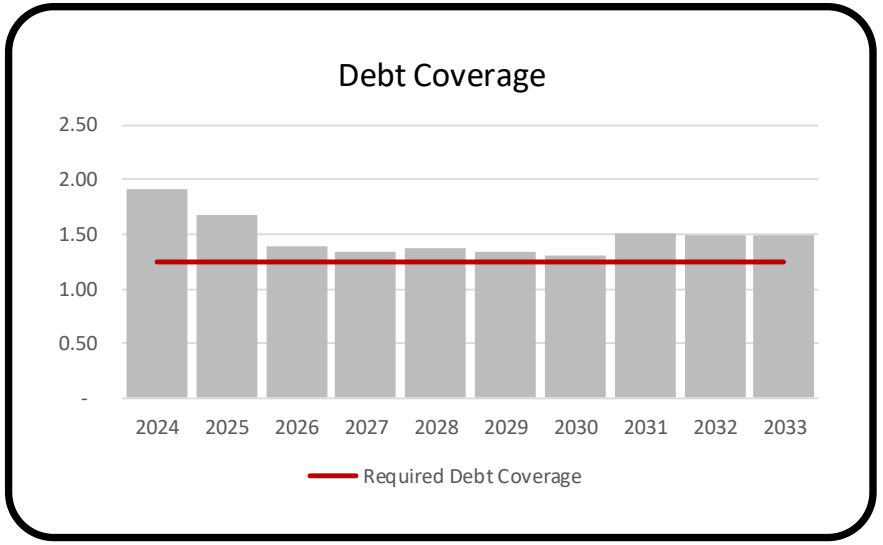
SUMMARY

FINANCIAL METRICS | SUMMARY









Water Sewer

Combined Projections

PRELIMINARY & SUBJECT TO CHANGE

BENEFITS OF THE PROPOSED RATE PLAN

- The proposed rate plan enables the City to fully fund all water and wastewater costs and CIP over next decade
- Will enable the Utility Fund to operate self-sufficiently with no need for subsidies from fund balance
- Enables the City to provide safe drinking water and effectively treat wastewater continually for forecast period

PRELIMINARY & SUBJECT TO CHANGE

QUESTIONS & DISCUSSION

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Conduct a public hearing regarding a zone classification change for 31.18 acres of land, located at 4201 and 4209 FM 528 Rd., known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, in Friendswood, Harris County, Texas, to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This public hearing allows the Council to receive public comment regarding a request for the zone classification change of 31.18 acres of land, located at 4201 and 4209 FM 528 Rd., Friendswood, Harris County, Texas, to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

The notice of public hearing was published in *The Reporter News* on April 17, 2024, and posted on the City's notice boards and website on April 15, 2024. Notices were sent out to property owners and signs were placed on the property on April 26, 2024.

The Planning and Zoning Commission held a hearing on this item on May 9, 2024, and voted to recommend the approval of the proposed rezoning. The final report is attached.

This zone change request is a cleanup item. Originally, the church property was included in the 135 acres that made up the Planned Unit Development 2015-18. The church constructed its building and then eventually sold off approximately 106 acres of the land and that developer changed the zoning of the 106 acres to a revised Planned Unit Development, thus making the original PUD moot. This request will change the underlying zoning to Community Shopping Center (CSC) with a Specific Use Permit for Religious Organizations to allow the church use to continue. The site plans with all additions (parking, fence, storage, building, and playground) are included with the request.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The requested zone change is a cleanup item and is in conformance with the Future Land Use Map (2021).

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held May 9, 2024, following the public hearing the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Anderson was absent) on a motion to approve the requested zone change. See attached Final Report for more details.

ATTACHMENTS

1. 4201 FM 528 PZ Final Report 05-13-2024
2. 4201 and 4209 FM 528 Rd Rezoning Report
3. CCCC SUP Site Plans
4. CCCC Property Deed
5. Recorded Plat_Clear Creek Community Church
6. CCCC Aerial Map
7. CCCC Future Land Use Map
8. CCCC Location Map
9. CCCC Zoning Map

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: May 13, 2024

Re: Zone classification change located at 4201 and 4209 FM 528 to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131 Religious Organizations

At the Planning and Zoning Commission meeting held May 9, 2024, following the public hearing the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Anderson was absent) on a motion to approve the requested zone change.

Since the original Planned Unit Development (PUD) 2015-18 that included the church changed drastically with the approval of the Friendswood City Center Planned Unit Development (PUD) in 2023, it became necessary for the church to correct the zoning of their property.

The church began construction of their building in 2019 and completed it in 2022. The original site plan, landscape plan, building elevations, and photometric plans along with site plans for four additions to the site are included with the site plan document. Additions include True Grid parking area (2022), a fence (2022), storage building (2023), and a slide and shade structure (2024).

The existing detention for the church will be relocated and combined with the new detention for Friendswood City Center. If the zone change is approved, future additions to the property would be subject to the Community Shopping Center (CSC) zoning regulations, the Specific Use Permit (SUP), and the Community Overlay District (COD) regulations.

The Future Land Use Map (2021) identifies this property as developing as "Retail." The zone change request complies with the FLUM.

No one spoke for or against the zone change request at the Planning and Zoning public hearing.

The Commission is forwarding a positive recommendation to approve the requested zone change.

Rezoning Report

April 2024

Location: 4201 and 4209 FM 528

Legal: 31.18 acres known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, Harris County, Friendswood, Texas

Project: Clear Creek Community Church

Request: Zone classification change from Planned Unit Development (Ord. 2015-18) to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

Applicable Zoning Ordinance Excerpts

Appendix C - Zoning Ordinance
Section 7. Schedule of District Regulations: CSC Zoning District – this section includes the Permitted Use Table, which defines allowed uses, and the Commercial Regulation Matrix for setbacks, building heights, and lot coverage
Section 7.5. - Community overlay district
Section 9.G. Specific Use Permits

Proposed Use (Permitted Uses, Location, Size, etc.)

The property is developed. The church began construction of their building in 2019 and completed it in 2022. The original site plan, landscape plan, building elevations, and photometric plans along with site plans for four additions to the site are included with the site plan document. Additions include True Grid parking area (2022), a fence (2022), storage building (2023), and a slide and shade structure (2024).

The existing detention for the church will be relocated and combined with the new detention for Friendswood City Center. If the zone change is approved, future additions to the property would be subject to the Community Shopping Center (CSC) zoning regulations, the Specific Use Permit (SUP), and the Community Overlay District (COD) regulations.

Zoning History

Historically these two tracts were included with the development of the entire 135 acres known as the Whitcomb Property. The current Planned Unit Development (PUD) was approved in 2015.

Date	Zoning Change Request	Action
2015	Planned Unit Development (PUD) 2015-18 (included Clear Creek Community Church)	Current
2014	request to change from PUD to SFR and CSC	Withdrawn by Applicant
2013	request to change from PUD to SFR and CSC	Denied
2005	Planned Unit Development (PUD) 2005-34 - Increased the geographic boundary from 134 acres to 137.307, changed Land Use Summary and revised the master site development plan in accordance with the Land Use Summary. Open Space was increased from 26.70 acres to 40.17 acres.	Approved; Ord 2005-34
2004	Planned Unit Development (PUD) 2004-13 - PUD allowed office, retail, hotel/spa, gas station, amphitheater, marina, and residential (600 units). The uses allowed in these categories were dictated by the City's Permitted Use Table at the time; since then the PUD column has been removed from Permitted Use Table so no use is permitted by right in a PUD; allowed uses must be listed specifically. The PUD encompassed 134 acres. The following uses were strictly prohibited per PUD 2004-13: air, rail, water, truck and pipeline transportation; motor vehicle towing; mini-warehouse storage; sports teams, clubs, racetracks and other spectator sports; welding shops; death care services; and utility service or storage yard or related buildings.	Approved – Ord 2004-13
Original Zoning	Single Family Residential (SFR)	

Adjacent Zoning/Land Use

The property fronts FM 528, a Texas Department of Transportation right-of-way. Clear Creek runs along the southern side of the property. The Friendswood City Center will be located adjacent to the tract.

Platting Analysis

Clear Creek Community Church platted a portion of the original 135 acres. The Clear Creek Community Church Final Plat consists of 39.41 acres and 4 reserves. Two of the commercial reserves will be replatted with the Friendswood City Center project.

Planning Analysis

Since the original Planned Unit Development (PUD) 2015-18 that included the church changed drastically with the approval of the Friendswood City Center Planned Unit Development (PUD) in 2023, it became necessary for the church to correct the zoning of their property.

Comprehensive Planning Analysis

The Future Land Use Map (2021) identifies this property as developing as "Retail." The zone change request complies with the FLUM.

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:
The existing detention pond for the church development will be relocated and combined with the new detention for Friendswood City Center. Once that pond is built, it will be dedicated to the City of Friendswood. A License Agreement for the detention to be located on City property will be required in the future.

Utilities:
The building has adequate City water and sewer connections.

Access:
The property currently has access onto W. Parkwood Ave/FM 528. Any driveway improvements would require approval by the Texas Department of Transportation (TXDOT).

Park/Open Space:
Park Dedication Fees are not applicable for commercial development.

Original plans approved subject to PUD 2015-18.

True Grid Parking Area: Permit 2022-1390

Fence: Permit 2022-4110

Storage Building: Permit 2023-0366

Slide and Shade Structure: Permit 2024-1384

CLEAR CREEK COMMUNITY CHURCH

CITY OF FRIENDSWOOD
ALL SIGNAGE TO BE PERMITTED SEPARATELY

4201 FM 528
FRIENDSWOOD,TEXAS 77546

TDLR# TABS2019005559

REVIEWED FOR CODE COMPLIANCE
DATE: 3/4/2020
OFFICIAL:
APPROVED FOR CONSTRUCTION — NOT FOR CONSTRUCTION
CITY CONTRACTOR COPY

NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
PERMIT SET
08.09.2019

ALL APPROVED PLANS TO STAY ON JOBSITE AT ALL TIMES

Windstorm letter due prior to Cover Inspection

Slab Elevation to comply with City of Friendswood Flood Ordinance

Form Survey Required

Friendswood Fire Marshal's Office
Received 12/11/19 FMO
Reviewed 12/11/19 FMO
See FMO Plan Review Form

PLAN CHECK COMMENTS RESUBMITTAL #2 - 11.22.19

2

CODE ANALYSIS

APPLICABLE CODES

2012 INTERNATIONAL BUILDING CODE (IBC)
2012 INTERNATIONAL PLUMBING CODE (IPC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)
2012 INTERNATIONAL FIRE CODE (IFC)
2012 IECC
2011 NEC

CODE ANALYSIS SUMMARY

§503 CONSTRUCTION TYPE: II-B - 1 story above grade
OCCUPANCY TYPE: A-3

ALLOWABLE AREA CALCULATIONS:

ALLOWABLE AREA: 9,500 SF, 2 STORIES (Table 503)

AREA INCREASES:
FRONTAGE WITH 60' ON ALL SIDES
SINGLE STORY - UNLIMITED ALLOWED
AUTOMATIC SPRINKLER SYSTEM INCREASE:

TOTAL ALLOWABLE BUILDING AREA: 43,985 SF

BUILDING AREA PROVIDED: 36,950 SF

BUILDING HEIGHT ALLOWABLE: 50'-0"
BUILDING HEIGHT PROVIDED: 43'-0"

DEFERRED APPROVALS

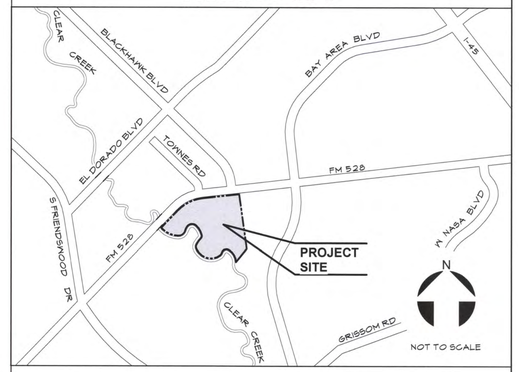
1. FIRE SPRINKLER AND PROTECTION SHOP DRAWINGS

SCOPE OF WORK

SINGLE STORY, NEW CONSTRUCTION OF 36,000 SF (+/-) RELIGIOUS WORSHIP BUILDING INCLUDING AUDITORIUM, SEATING, CLASSROOM, AND SUPPORT SPACES.

SITE DEVELOPMENT INCLUDING UTILITIES, PARKING, ENTRY PLAZAS, EXTERIOR PLAY/GATHERING AREAS

VICINITY MAP



CONSTRUCTION DOCUMENTS PLAN APPROVAL

APPROVED BY: _____

NAME/TITLE: _____

DATE: _____

RETURN SIGNED SET TO VISIONEERING STUDIOS

REVISIONS/ DOCUMENT ISSUANCE

NO.	DATE	DESCRIPTION
	03-20-2019	BID SET
	08-09-2019	PERMIT SET
	10-16-2019	PLAN CHECK COMMENTS #1
	11-22-2019	PLAN CHECK COMMENTS #2

VISIONEERING STUDIOS Architecture
www.VisioneeringStudios.com
820 16th Street, Suite 420
Denver, Co 80202

These drawings and/or the accompanying specifications as instruments of service are the original sole property of Visioneering Studios and are to be returned upon completion of the project. Title to these plans and or specifications shall remain with the Architect without prejudice and shall contain with them that constitutes Architect's sole evidence of exclusive property rights and restrictions.

Seal

REGISTERED ARCHITECT BARRY C. MORRIS 24975 STATE OF TEXAS

Consultant

Barry Morris — Digitally signed by Barry Morris Date: 2019.12.10 10:09:15-06'00'

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
4201 FM 528
FRIENDSWOOD,TEXAS 77546
COVER SHEET

CITY SET

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION
2	11/22/19	PLAN COMMENTS #2

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	TEAM
Checked By	AV
Approved By	BM

Project No. 16118

Date 08.09.2019

Project Status
PERMIT SET

COVER SHEET

CS

11/22/2019 2:01:09 PM C:\Users\bmorris\Documents\Friendswood CCCC_2018_bmorris.rvt

GENERAL NOTES:

1. REFERENCE LINES AND GRADES. THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.
2. EXISTING UTILITIES. VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
3. PIPELINES. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.
4. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LINES HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL & CIVIL LIABILITY.
5. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY WETLAND VEGETATION OR DISTURB DRAINAGE PATTERNS.
6. PERMITS. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.
7. SAFETY: OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD R.O.W.S.
8. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.
9. GEOTECHNICAL PLANS PROVIDED BY QC LABORATORIES, INC. PROJECT NO. 16G13593 DATED 1/20/2017.
10. REFER TO ARCHITECTURAL PLANS FOR DIMENSIONAL SITE PLAN.

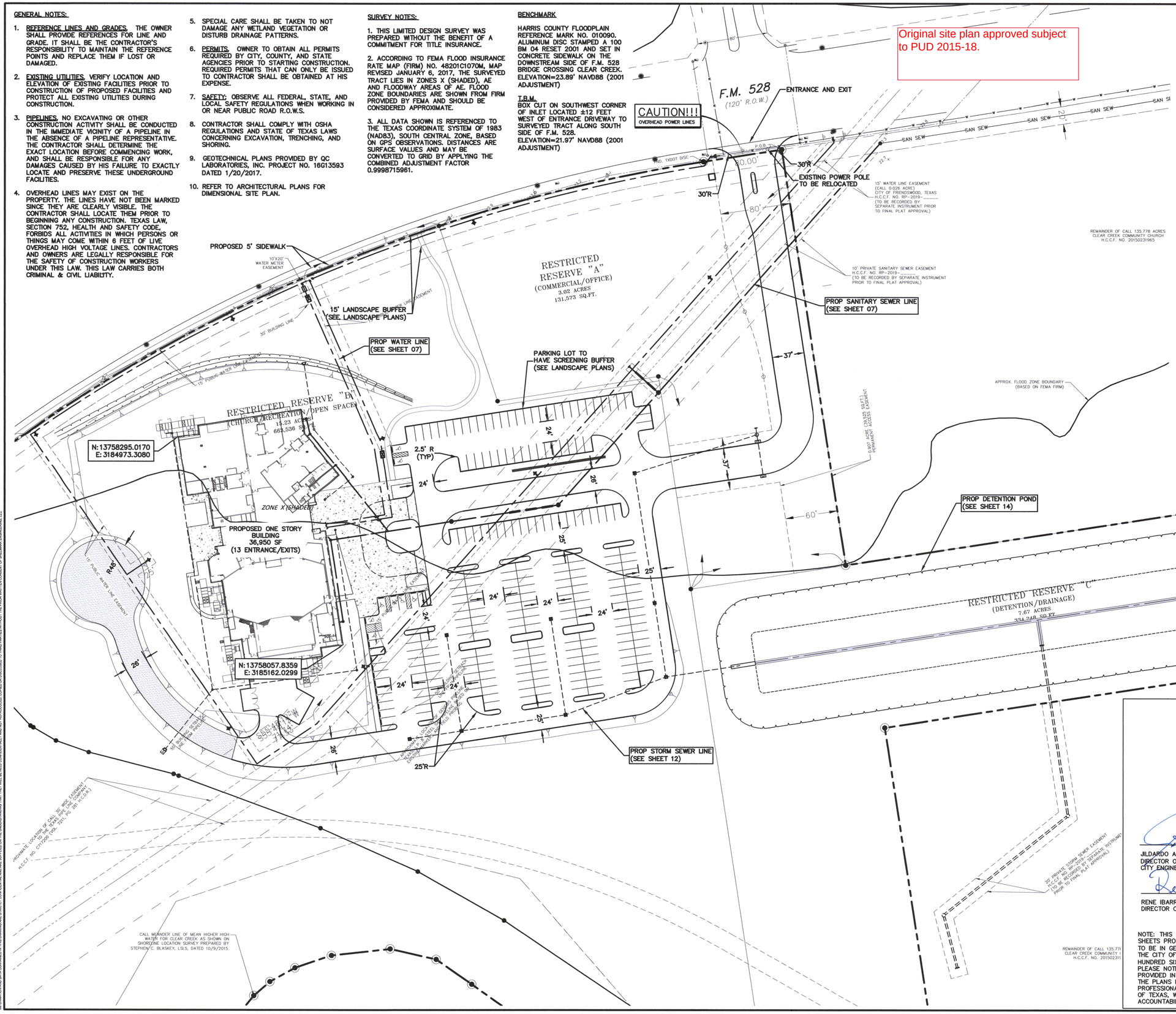
SURVEY NOTES:

1. THIS LIMITED DESIGN SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 48201C1070M, MAP REVISED JANUARY 6, 2017, THE SURVEYED TRACT LIES IN ZONES X (SHADED), AE AND FLOODWAY AREAS OF AE. FLOOD ZONE BOUNDARIES ARE SHOWN FROM FIRM PROVIDED BY FEMA AND SHOULD BE CONSIDERED APPROXIMATE.
3. ALL DATA SHOWN IS REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS OBSERVATIONS. DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED ADJUSTMENT FACTOR 0.9998715961.

BENCHMARK

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010090. ALUMINUM DISC STAMPED A 100 BM 04 RESET 2001 AND SET IN CONCRETE SIDEWALK ON THE DOWNSTREAM SIDE OF F.M. 528 BRIDGE CROSSING CLEAR CREEK. ELEVATION=23.89' NAVD88 (2001 ADJUSTMENT)

T.B.M.
BOX CUT ON SOUTHWEST CORNER OF INLET LOCATED ±12 FEET WEST OF ENTRANCE DRIVEWAY TO SURVEYED TRACT ALONG SOUTH SIDE OF F.M. 528. ELEVATION=21.97' NAVD88 (2001 ADJUSTMENT)



50 0 50 100 150 Feet
SCALE: 1"=50'

NOTES:

1. REFER TO LANDSCAPE PLANS FOR LANDSCAPING AND BUFFER.
2. REFER TO ARCHITECTURAL PLANS FOR THE DUMPSTER ENCLOSURE DETAIL.
3. ZONING FOR PROPERTY IS P.U.D.

LOT COVERAGE SUMMARY

RESERVE B – 1,448,343 SF
PARKING – 106,112 SF (7% COVERAGE)
BUILDING – 36,950 SF (3% COVERAGE)

COVERAGE PROVIDED – 10%

PARKING SUMMARY

RELIGIOUS ORGANIZATION –
0.4 SPACE PER 1 SEATS
AUDITORIUM OCCUPANT LOAD –
593 SEATS
SPACES REQUIRED – 238

ACCESSIBLE SPACES REQUIRED
FOR 201 TO 300 SPACES – 7 REQ.

TOTAL PROVIDED

STANDARD SPACES – 236
ACCESSIBLE SPACES – 8
TOTAL SPACES PROVIDED – 244

PIPELINE NOTES:
1. CONTRACTOR SHALL NOTIFY GENESIS PIPELINE 24 HOURS PRIOR TO CONSTRUCTION AT 832-603-9937 OR 281-573-5433 (MOBILE).
2. CONTRACTOR SHALL PROVIDE A TEMPORARY 4' DIRT MOUND TO COVER PIPELINE DURING CONSTRUCTION.

CLEAR CREEK COMMUNITY CHURCH
3801 F.M. 528
FRIENDSWOOD, TEXAS 77546

PROJECT:

SHELMARK ENGINEERING, L.L.C.
CIVIL ENGINEERING | PROJECT MANAGEMENT
921 FM 517 ROAD EAST | DICKINSON, TEXAS 77539
TX FIRM NO. F-2115

ISSUED FOR

08/09/19	PERMIT SET
10/16/19	CITY COMMENTS
11/22/19	CITY COMMENTS #2
01/17/20	CITY COMMENTS #3

FRIENDSWOOD TEXAS

2/13/2020
JILDARDO ARIAS, P.E., CFM
DIRECTOR OF ENGINEERINF & PROJECTS/
CITY ENGINEER
DATE

2/13/2020
RENE 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 COMPLIANCE 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 CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEERS RESPONSIBILITY AND ACCOUNTABILITY.
EFFECTIVE DATE: APRIL 3RD, 2019

STATE OF TEXAS
MARCUS J. MICHNA
84739
LICENSED
PROFESSIONAL ENGINEER
2-20-2020

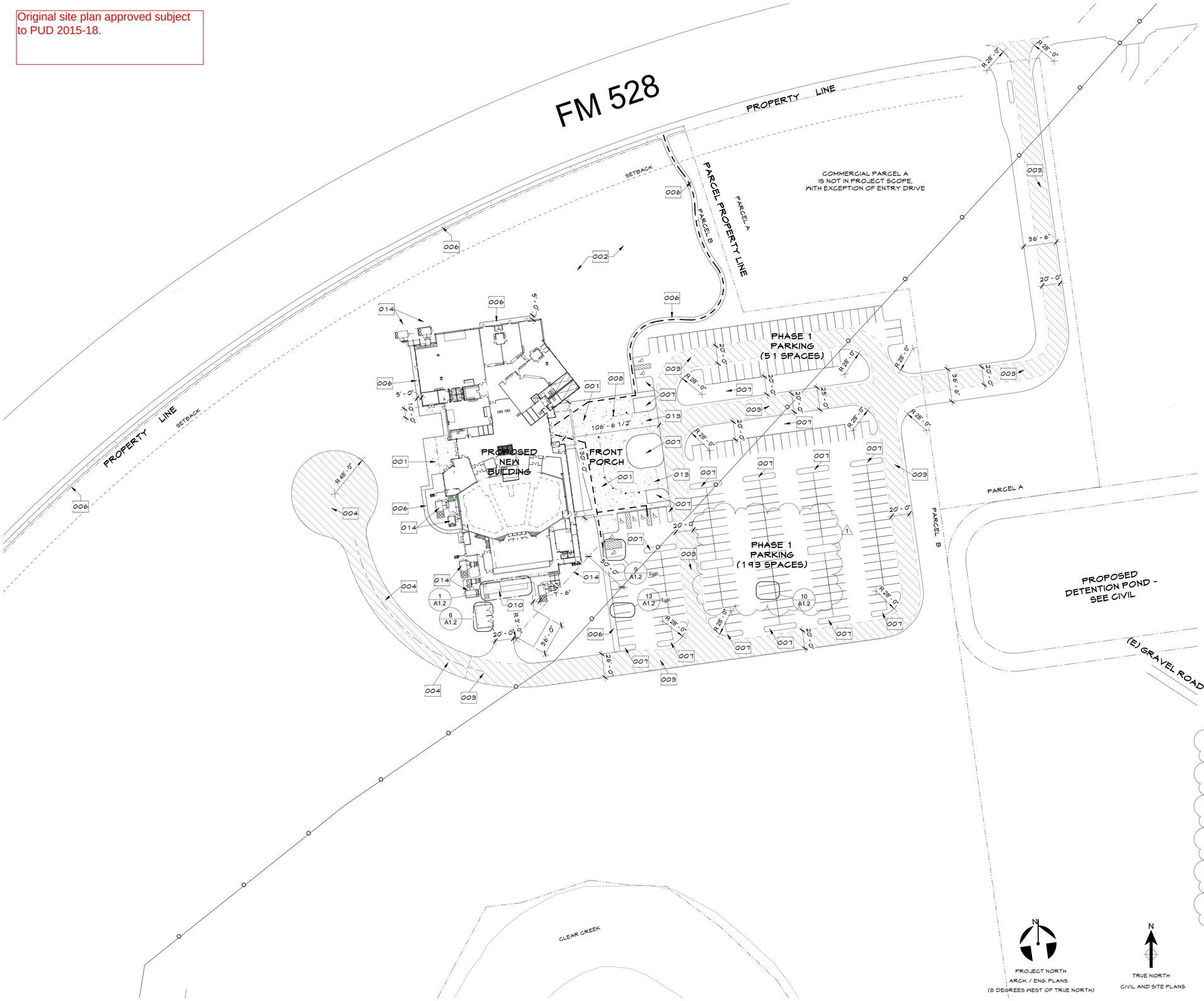
DWG NAME: SITE PLAN

DWG NO: 06 OF 33

SCALE: 1:50 | BY: CLI
JOB NO: 16-417 | REV: -

S:\PROJECTS\2016 PROJECTS\16-417 CLEAR CREEK COMMUNITY CHURCH\DWG\16417TC SITE PLAN.DWG
WARNING AND DISCLAIMER OF WARRANTIES: THIS DRAWING IS EXPECTED TO BE CONFIDENTIAL AND WAS SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

Original site plan approved subject to PUD 2015-18.



SITE PLAN LEGEND

- FLOODPLAIN BOUNDARY
- 100-YEAR FLOOD LINE
- SETBACK LINE
- GENESIS PIPELINE
- FUTURE PAVING
- GREY CONCRETE HARDSCAPE PAVED PLAZA AND SIDEWALKS, SEE CIVIL AND LANDSCAPE DWGS FOR MORE INFORMATION.
- FIRE ACCESS LANE
- ADA ACCESSIBLE PARKING SPOT
- ADA ACCESSIBLE PATH

SITE PLAN KEYED NOTES

KEYED NOTES - SITE

001 ENTRY PLAZA SCORED GREY CONCRETE HARDSCAPE, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
002 OPEN FIELD AREA, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
003 PAVED FIRE ACCESS ROAD, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
004 STABILIZED CRUSHED GRAVEL FIRE ACCESS ROAD AND TURNAROUND, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
006 GREY CONCRETE SIDEWALK HARDSCAPE, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
007 LANDSCAPED ISLAND, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
008 REMOVABLE DECORATIVE BOLLARDS, REFER TO LANDSCAPE AND CIVIL PLANS FOR EXACT LOCATIONS AND DETAILS.
010 LOADING DOCK, STAIRS, AND RAMP, SEE ARCH AND STRL ENLARGED PLANS/DETAILS FOR MORE INFO.
013 SPEED TABLE AT ENTRY PLAZA DROP-OFF AREA, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
014 HVAC UNITS ON CONCRETE PADS ON GRADE, REFER TO MECHANICAL DWGS FOR MORE INFO.

PARKING COUNT - PHASE 1

RELIGIOUS ORGANIZATION - 0.4 SPACE PER 1 SEATS
AUDITORIUM OCCUPANT LOAD - 593 SEATS
SPACES REQUIRED - 593 X 0.4 = 238

ACCESSIBLE SPACES REQUIRED FOR 201-300 SPACES = 7 REQ.

TOTAL PARKING PROVIDED
STANDARD SPACES 236
ACCESSIBLE SPACES 8
TOTAL 244

(PARKING SPACE DIMENSIONS : 9' X 18')

PARKING SPACE LOCATION	COUNT
NORTH PARKING LOT (INCL. 2 ADA SPOTS)	51
SOUTH PARKING LOT (INCL. 6 ADA SPOTS)	193
TOTAL PARKING SPACES	244

SITE PLAN - PARCEL | SCALE 1" = 50'-0" | 1

VISIONEERING STUDIOS Architecture
www.VisioneeringStudios.com
820 16th Street, Suite 420
Denver, Co 80202

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Seal

REGISTERED ARCHITECT HENRY C. MORRIS 24975 STATE OF TEXAS

11/22/19

Consultant

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
4201 FM 528
FRIENDSWOOD, TEXAS 77546
PARCEL SITE PLAN

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION
B	4/26/2019	Bid Addendum #B
1	10/16/19	PLAN COMMENTS #1
2	11/22/19	PLAN COMMENTS #2

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	DM/JP/TT/GT/GC
Checked By	AV/MVP
Approved By	GC/MVP

Project No. 16118

Date 08.09.2019

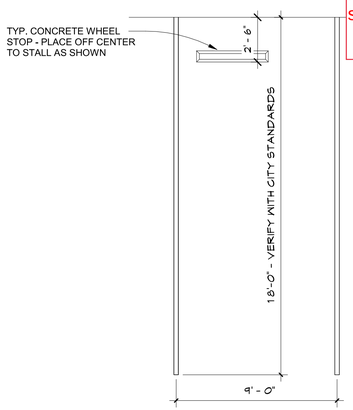
Project Status
PERMIT SET

PARCEL SITE PLAN

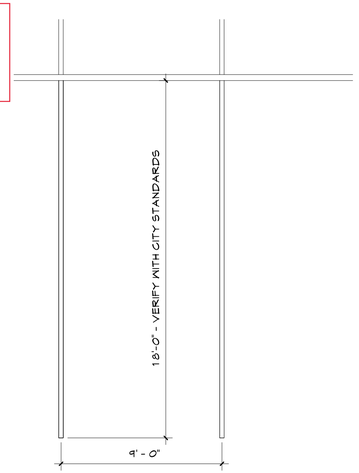
A1.1

12/6/2019 9:44:38 AM C:\Users\bmorris\Documents\Friendswood CCCC 2018_bmorris.rvt

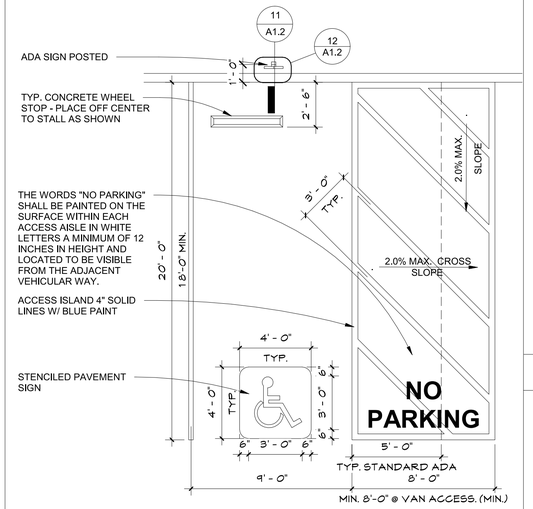
Original dumpster enclosure and handicap parking plans approved subject to PUD 2015-18.



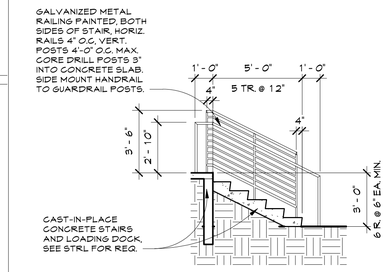
TYP. STALL HEAD-IN | SCALE 1/4" = 1'-0" | 13



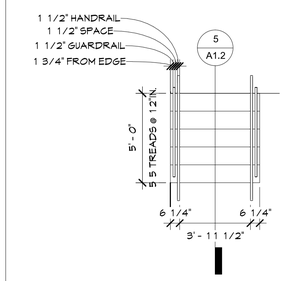
TYP. STALL HEAD-TO-HEAD | SCALE 1/4" = 1'-0" | 10



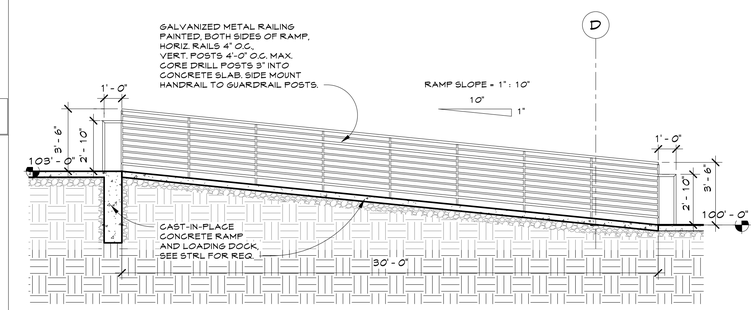
A.D.A. PARKING STALL LAYOUT | SCALE 1/4" = 1'-0" | 9



L. DOCK STAIR SECT | SCALE 1/4" = 1'-0" | 5

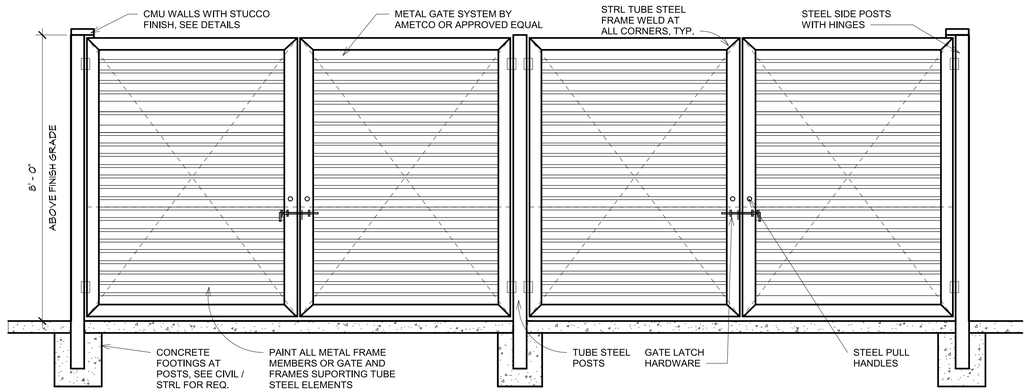


LD. DOCK STAIR | SCALE 1/4" = 1'-0" | 4

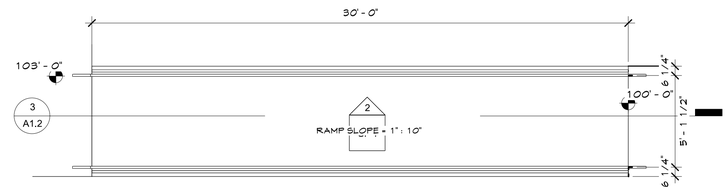


LOADING DOCK RAMP | SCALE 1/4" = 1'-0" | 3

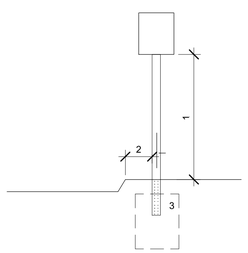
ACCESSIBLE PARKING SIGN | SCALE N.T.S. | 12



GATE ENCLOSURE DETAIL | SCALE 1/2" = 1'-0" | 8



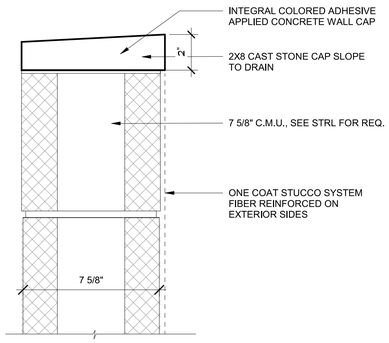
LOADING DOCK RAMP AND STAIRS | SCALE 1/4" = 1'-0" | 2



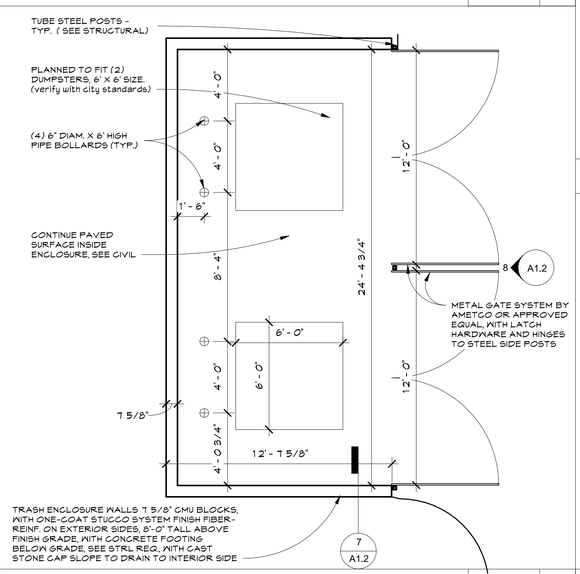
1. HEIGHT OF SIGN IN SIDEWALK OR PEDESTRIAN AREAS SHALL BE 7'-0" AND 5'-0" IN ALL OTHER AREAS.
2. DEPTH OF SIGN SHALL BE 18 INCHES FROM STANDARD CURB AND 24 INCHES WITH ROLLED CURB TO CENTER OF POST.
3. BURY DEPTH SHALL BE A MINIMUN OF 24 INCHES

NOTE:
SIGNS MAY BE MOUNTED ON EXISTING POSTS OR BUILDINGS IF CENTERLINE OF SIGN IS NO MORE THAN 24 INCHES FROM EDGE OF ROADWAY.

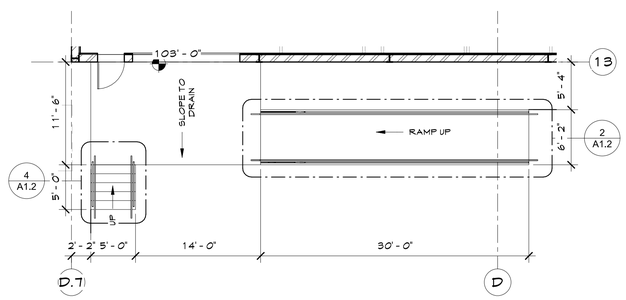
SIGN MOUNTING DETAIL | SCALE 1/4" = 1'-0" | 11



CMU WALL CAP DTL | SCALE 3" = 1'-0" | 7



TRASH ENCLOSURE PLAN | SCALE 1/4" = 1'-0" | 6



LOADING DOCK PLAN | SCALE 1/8" = 1'-0" | 1

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Seal

REGISTERED ARCHITECT JEFFREY C. MORRIS 24975 STATE OF TEXAS

8/28/19

Consultant

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
3801 FM 528
FRIENDSWOOD,TEXAS 77546
ENLARGED SITE PLANS & DETAILS

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	DM/JP/TT/GT/GC
Checked By	AV/MVP
Approved By	GC/MVP
Project No.	16118
Date	08.09.2019

Project Status
PERMIT SET

ENLARGED SITE PLANS & DETAILS

A1.2

8/27/2019 3:43:26 PM C:\Users\bmorris\Documents\Friendswood CCCC 2018 bmorris.rvt

Original Landscape Plan approved subject to PUD 2015-18.

LANDSCAPE TABLE - COMMUNITY OVERLAY DISTRICT

OR Large Parking Lot (more than 20 cars)

Total Area of Parking & Driveways (Area)	106,112	x 20% =	21,222	Landscaping Area Required
			25,378	Landscaping Area Provided
Required landscaping	21,222	x 50% =	10,611	Landscape Area in Islands Required
			12,084	Landscape Area in Islands Provided

*1 tree required per island

AND Perimeter Landscaping: 1 tree per 30 linear feet for property lines not requiring a landscape buffer

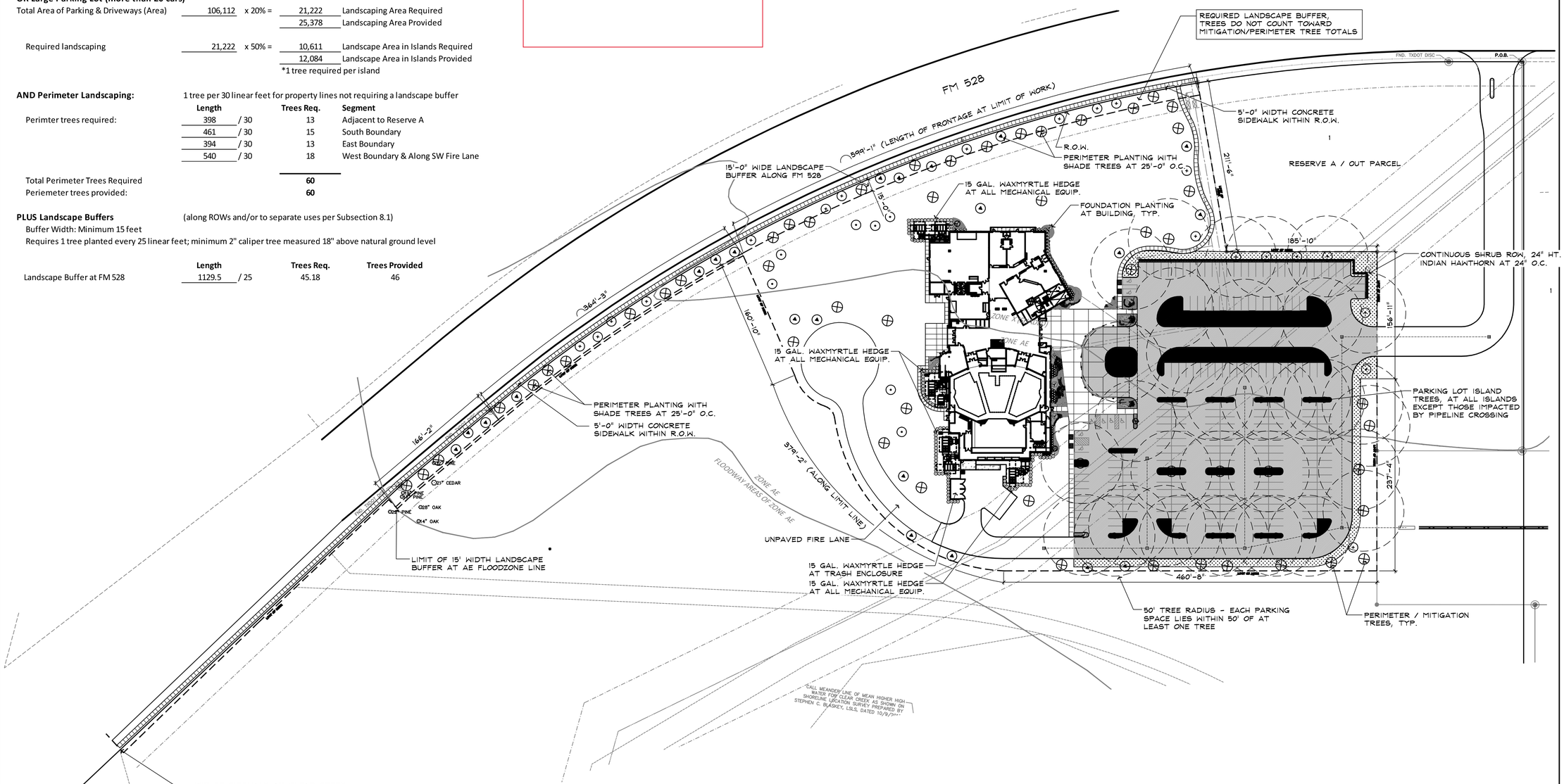
	Length		Trees Req.	Segment
Perimter trees required:	398	/ 30	13	Adjacent to Reserve A
	461	/ 30	15	South Boundary
	394	/ 30	13	East Boundary
	540	/ 30	18	West Boundary & Along SW Fire Lane
Total Perimeter Trees Required			60	
Periemeter trees provided:			60	

PLUS Landscape Buffers (along ROWs and/or to separate uses per Subsection 8.1)

Buffer Width: Minimum 15 feet

Requires 1 tree planted every 25 linear feet; minimum 2" caliper tree measured 18" above natural ground level

	Length		Trees Req.	Trees Provided
Landscape Buffer at FM 528	1129.5	/ 25	45.18	46



PLANT LIST · CITY REQUIRED PLANT MATERIAL

TREES

BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
Quercus virginiana	Specimen Live Oak	102" SPADE	Machine Moved	Multi trunk, 3 to 5 trunks, full, 10'-12 spread, 15' min. height, 102" spade min.
Quercus virginiana	LIVE OAK	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Ulmus crassifolia	CEDAR ELM	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Quercus nuttallii	NUTTALL OAK	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Platanus mexicana	MEXICAN SYCAMORE	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Vitex agnus castus	VITEX	30 GAL.	Container	Multi-trunk, 5'-6' min ht., 4' min sprd., 3 to 5 canes, full
Ilex x attenuata	SAVANNAH HOLLY (TREE FORM)	30 GAL.	Container	10' min ht., 3' min. sprd., 48" clear trunk ht.
Magnolia grandiflora 'Little Gem'	LITTLE GEM MAGNOLIA	30 GAL.	Container	10' min ht., 3' min. sprd., 48" clear trunk ht.

SHRUBS / GROUNDCOVERS

BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
Myrica cerifera	WAXMYRTLE	15 GAL.	Container	Full, Well-rooted, 42" Ht., 30" Sprd., 48" o.c.
Raphiolepsis indica 'Snow White'	INDIAN HAWTHORN	3 GAL.	Container	Full, Well-rooted, 24" minimum ht., 24" Sprd., 24" o.c.

PAVED PARKING LOT AREAS: 106,112 SQUARE FEET

LANDSCAPED ISLANDS WITHIN PARKING: 12,084 SQUARE FEET

LANDSCAPED ADJACENT TO PARKING: 13,294 SQUARE FEET

6" CALIPER MACHINE MOVED OAK

LIVE OAK - 65 GAL. CONTAINER, 3.5" CALIPER

CEDAR ELM - 65 GAL. CONTAINER, 3.5" CALIPER

MEXICAN SYCAMORE - 65 GAL. CONTAINER, 3.5" CALIPER

NUTTALL OAK - 65 GAL. CONTAINER, 3.5" CALIPER

SCALE: 1"=60'-0"

0 30 60 120

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Robert S. DeForest III, Texas Registered Landscape Architect #1367
For REVIEW Only: 3/26/2019

"NOT for regulatory approval, permitting or construction."

KGA DEFOREST DESIGN, LLC
LANDSCAPE ARCHITECTURE
24275 Katy Freeway Suite 300
Katy Texas 77494
281.646.1602 Phone
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CLEAR CREEK COMMUNITY CHURCH

NEW WORSHIP BUILDING

3801 FM 528
FRIENDSWOOD,TEXAS 77546

PLANTING ORDINANCE PLAN

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION

DESIGN TEAM

Designed By	CL
Drawn By	CL/ZS
Checked By	CL
Approved By	CL

Project No. 16118

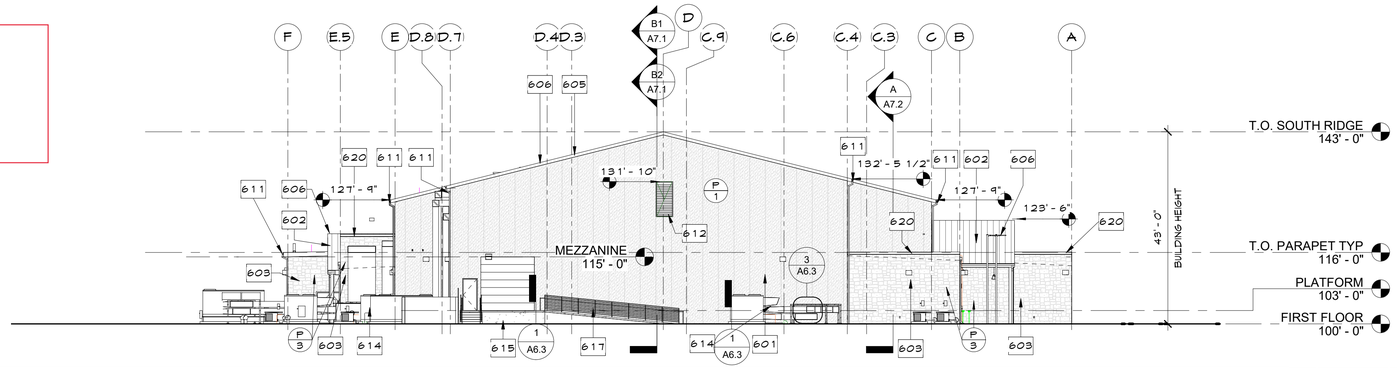
Date 8/09/2019

Project Status
PERMIT SET

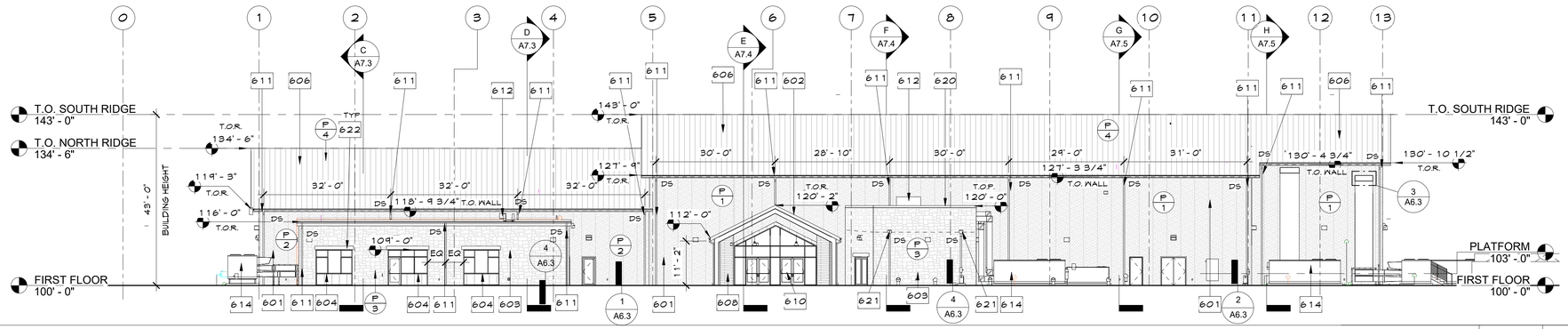
LANDSCAPE PLAN

LP-7

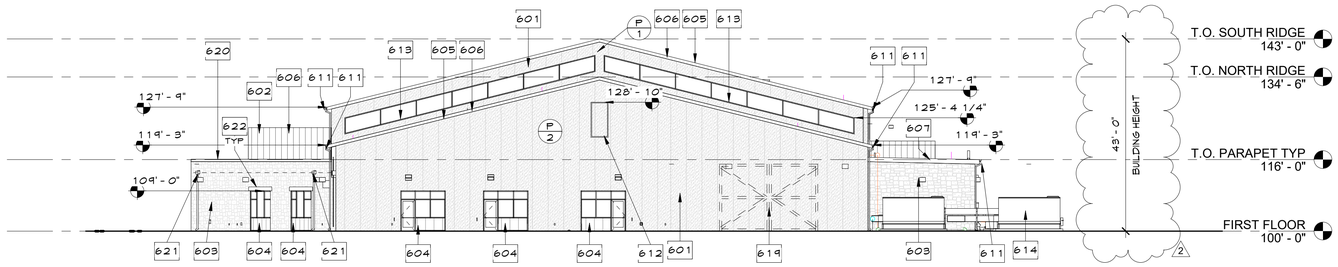
Original Elevation Plans approved subject to PUD 2015-18.



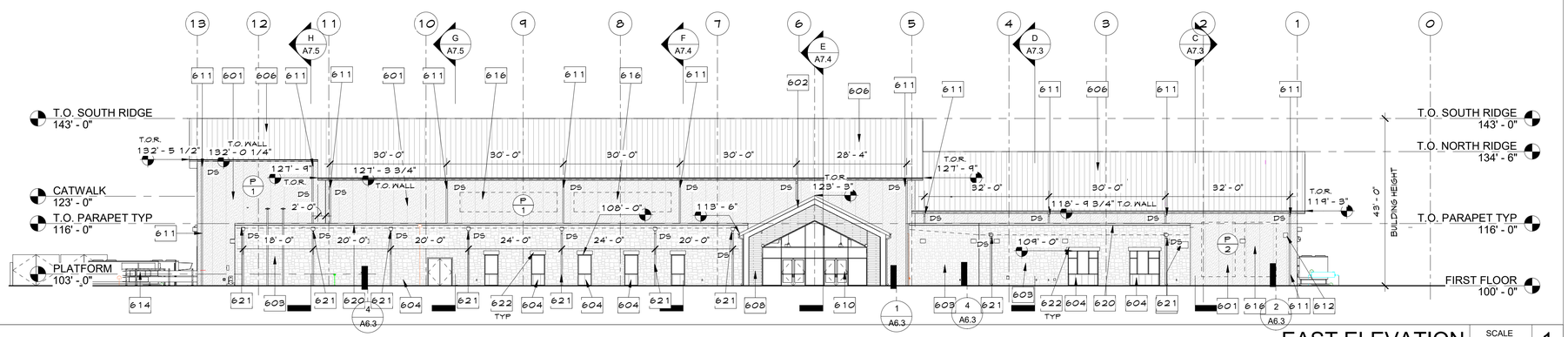
SOUTH ELEVATION — SCALE 1/16" = 1'-0" — 4



WEST ELEVATION — SCALE 1/16" = 1'-0" — 3



NORTH ELEVATION — SCALE 1/16" = 1'-0" — 2



EAST ELEVATION — SCALE 1/16" = 1'-0" — 1

ELEVATION LEGEND

ABBREVIATIONS:

DS	DOWNSPOUT LOCATION
T.O.	TOP OF
T.O.B.	TOP OF BEARING
T.O.C.C.	TOP OF CONCRETE CURB
T.O.S.	TOP OF SLAB
T.O.C.P.	TOP OF CONCRETE PAVER
T.O.G.R.	TOP OF GUARD RAIL
T.O.L.W.	TOP OF LOW WALL
T.O.P.	TOP OF PARAPET
T.O.R.	TOP OF ROOF
T.O.T.S.	TOP OF TOPPING SLAB
T.O.M.D.	TOP OF METAL DECK
T.O.C.	TOP OF CANOPY
T.O.M.	TOP OF MASONRY

ELEVATION COLOR LEGEND

- P 1 — PRE-ENG. MTL BLDG. - STUCCO-FACED INSULATED PANEL SIDING COLOR 1 - GREY - TO BE SELECTED BY ARCH.
- P 2 — PRE-ENG. MTL BLDG. - STUCCO-FACED INSULATED PANEL SIDING COLOR 2 - RED - TO BE SELECTED BY ARCH.
- P 3 — AUSTIN LIMESTONE ROCK VENEER - COLOR TO BE SELECTED BY ARCH.
- P 4 — STANDING SEAM METAL ROOF BY PEMB MANUF. - DARK GREY

KEYED NOTES

601	PER PRE-ENG. METAL BLDG. MANUF. - KINGSPAN STUCCO-TEXTURE PANELS, COLORS TO BE COORD. WITH BLDG. MANUF. PALETTE. SEE COLORS MARKED ON ELEVATIONS.
602	PER PRE-ENG. METAL BLDG. MANUF. - CANOPY STRUCTURE
603	AUSTIN LIMESTONE - STONE VENEER, SEE DETAILS AND SPECS
604	ALUMINUM STOREFRONT WINDOW SYSTEM WITH METAL SPANDREL ACCENT PANEL IN LOWER SECTION. SEE SCHEDULES, DETAILS, AND SPECS.
605	PER PRE-ENG. METAL BLDG. MANUF. - METAL ROOF FASCIA PANEL, COLOR TO BE SELECTED BY ARCHITECT FROM MANUF. PALETTE.
606	PER PRE-ENG. METAL BLDG. MANUF. - METAL STANDING SEAM ROOFING ASSEMBLY
607	SINGLE-PLY MEMBRANE ROOF SYSTEM, SEE DETAILS AND SPECS.
608	MANUFACTURED "RECLAIMED" WOOD SIDING - STAINED FINISH, SEE DETAILS AND SPECS.
610	ALUMINUM STOREFRONT WINDOW SYSTEM, SEE SCHEDULES, DETAILS, AND SPECS.
611	PER PRE-ENG. METAL BLDG. MANUF. - METAL GUTTER WITH LEADERHEADS AND DOWNSPOUTS. SPACING DIMENSIONS SHOWN FOR DESIGN INTENT.
612	MECH. LOUVERED VENT, SEE MECH. DWGS. FOR MORE INFO.
613	CLERESTORY WINDOWS - ALUMINUM STOREFRONT WINDOW SYSTEM.
614	HVAC UNITS, REF. MECHANICAL PLANS, TYP.
615	LOADING DOCK, SEE STRL FOR REQUIREMENTS.
616	EXTERIOR GRAPHICS/SIGNAGE BY OWNER, LOCATIONS TO BE DECIDED BY OWNER
617	METAL RAILING GALVANIZED AND PAINTED
619	PROPOSED FUTURE SIDING DESIGN FEATURE.
620	PRE-FIN. METAL PARAPET COPING CAP, SEE DETAILS AND SPECS.
621	PRE-FIN. METAL SCUPPER, LEADER HEAD, AND DOWNSPOUT WITH THROUGH-WALL FLASHING SEALED FOR WATERTIGHT CONDITION. DOWNSPOUT LEADER SIZE 5X4.
622	HEADER STONE - BY STONE VENEER MANUF. - TYP.

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Seal

REGISTERED ARCHITECT — JOHNNY C. MORRIS — 24975 — STATE OF TEXAS

11/22/19

Consultant

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER

4201 FM 528
FRIENDSWOOD, TEXAS 77546

EXTERIOR ELEVATIONS

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION
2	11/22/19	PLAN COMMENTS #2

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	TEAM
Checked By	AV
Approved By	GC

Project No. 16118

Date 08.09.2019

Project Status
PERMIT SET

EXTERIOR ELEVATIONS

A6.1

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Original elevation plans approved subject to PUD 2015-18.

Bird's Eye View of Phase 1 – Church Facility

CLEAR CREEK COMMUNITY CHURCH

VISIONEERING STUDIO

Pedestrian View of Phase 1 – Church Facility

CLEAR CREEK
COMMUNITY CHURCH

VISIONEERING STUDIO

East Elevation

North Elevation

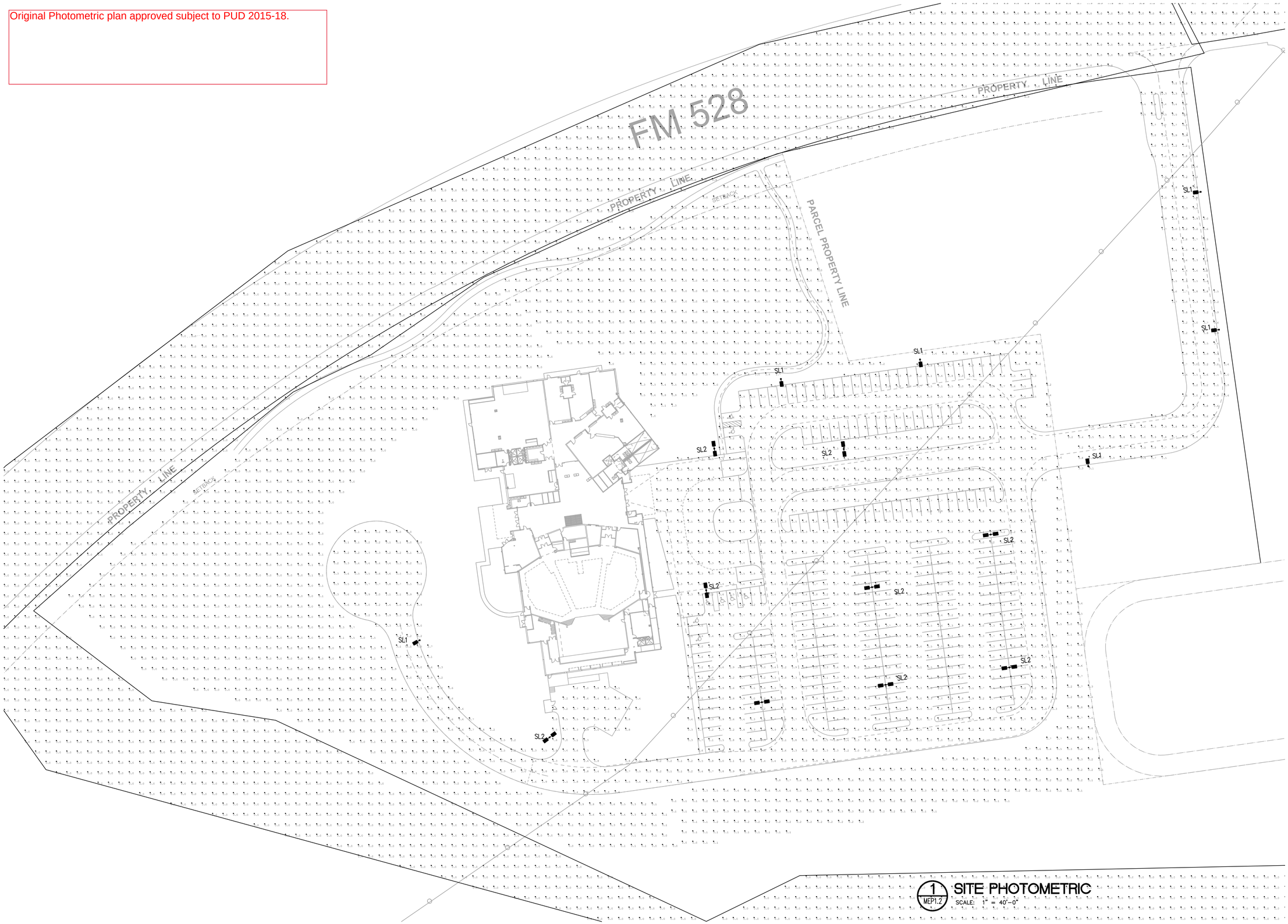
CLEAR CREEK
COMMUNITY CHURCH

West Elevation

South Elevation

CLEAR CREEK
COMMUNITY CHURCH

Original Photometric plan approved subject to PUD 2015-18.



1 MEP1.2 SITE PHOTOMETRIC
SCALE: 1" = 40'-0"

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Digitally signed by Adam Jones
Date: 2019.09.03 11:36:19-05'00'

Consultant
DBR
MEP ENGINEERING, TBPE Firm Registration No. 2234
9990 Richmond Ave S. Building, Suite 300 Houston, Tx 77042

DBR Project Number	170061.000

AJ	DR	PW	JD	--

CLEAR CREEK COMMUNITY CHURCH

NEW WORSHIP BUILDING

135 ACRE TRACT
F.M. 528
FRIENDSWOOD, HARRIS COUNTY, TEXAS

MEP SITE PLAN

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION

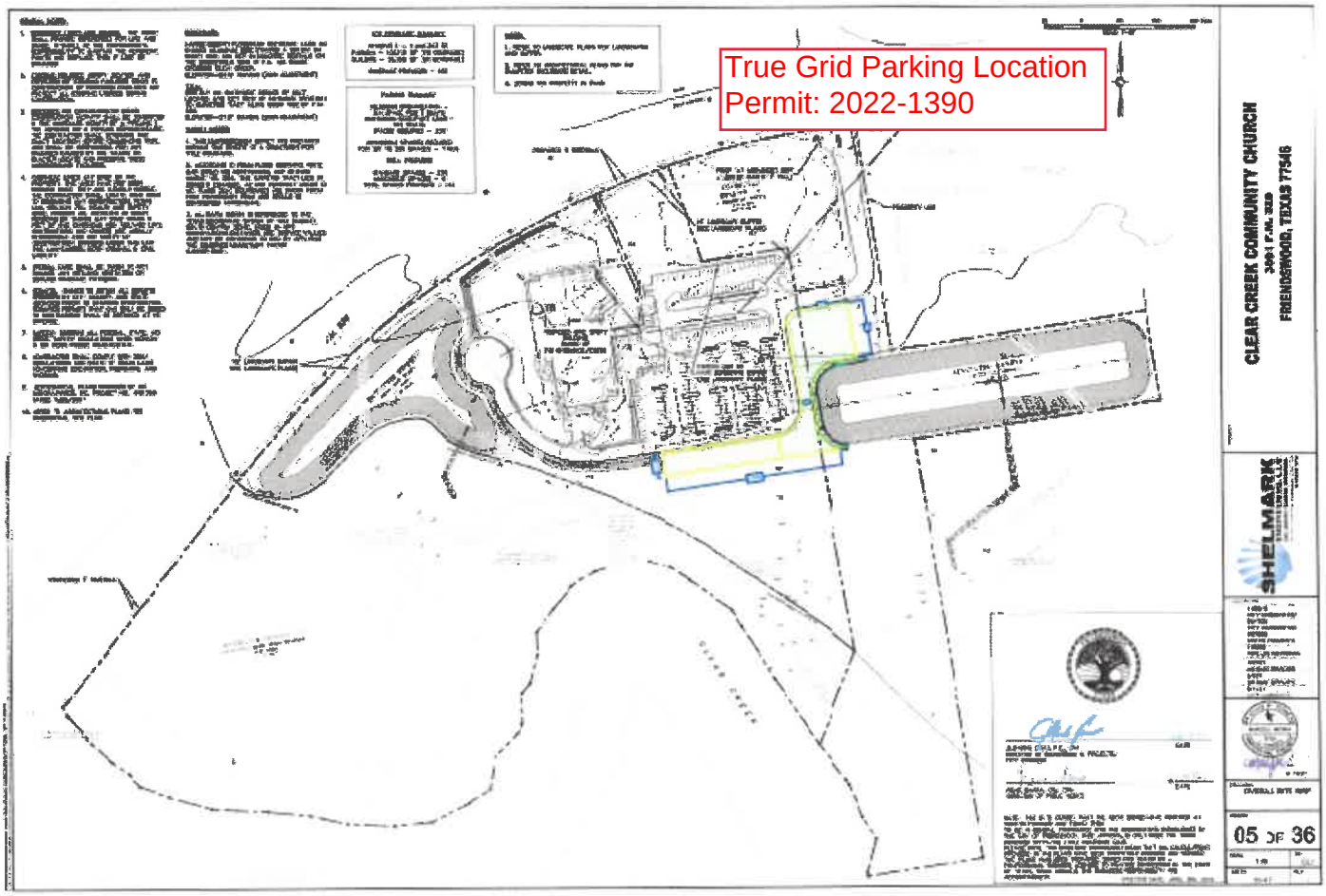
DESIGN TEAM

Designed By	*Designer*
Drawn By	*Author*
Checked By	*Checker*
Approved By	*Approver*
Project No.	16118
Date	08.09.19

Project Status
PERMIT SET

SITE PHOTOMETRIC

MEP1.2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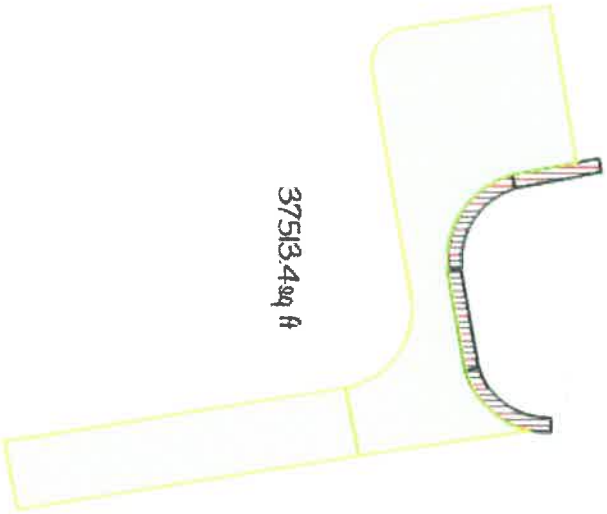
Permit: 2022-1390
CLEAR CREEK COMMUNITY CHURCH
FRIENDSWOOD, TEXAS 77546
SHELMARK
05 OF 36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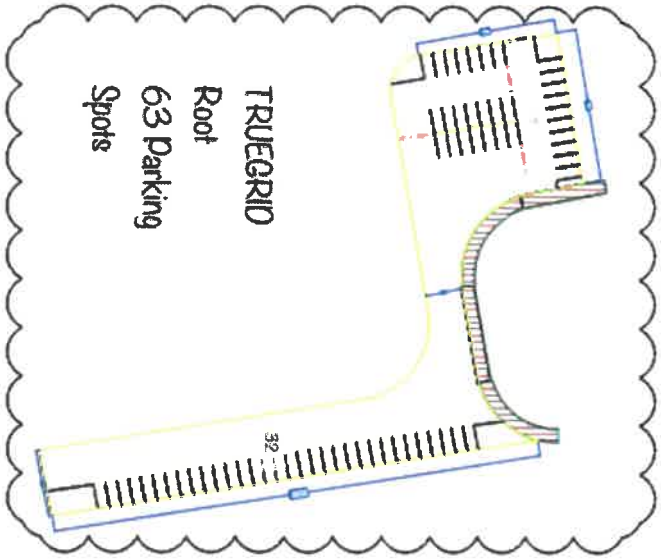

TRUEGRID
Root
63 Parking
Spots
32

GENERAL NOTES:

1. REFERENCE LINES AND GRADES: THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.
2. EXISTING UTILITIES: VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
3. PIPELINES: NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.
4. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LINES HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL & CIVIL LIABILITY.
5. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY WETLAND VEGETATION OR DISTURB DRAINAGE PATTERNS.
6. PERMITS: OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.
7. SAFETY: OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD R.O.W.S.
8. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.
9. GEOTECHNICAL PLANS PROVIDED BY QC LABORATORIES, INC. PROJECT NO. 16013593 DATED 1/20/2017.
10. REFER TO ARCHITECTURAL PLANS FOR DIMENSIONAL SITE PLAN.

BENCHMARK

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 0100B0. ALUMINUM DISC STAMPED A 100 BM 04 RESET 2001 AND SET IN CONCRETE SIDEWALK ON THE DOWNSTREAM SIDE OF F.M. 528 BRIDGE CROSSING CLEAR CREEK.
ELEVATION=23.89' NAVD88 (2001 ADJUSTMENT)

T.B.M.
BOX CUT ON SOUTHWEST CORNER OF INLET LOCATED ±12 FEET WEST OF ENTRANCE DRIVEWAY TO SURVEYED TRACT ALONG SOUTH SIDE OF F.M. 528.
ELEVATION=21.97' NAVD88 (2001 ADJUSTMENT)

SURVEY NOTES:

1. THIS LIMITED DESIGN SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 48167C0018G, MAP REVISED AUGUST 15, 2018, THE SURVEYED TRACT LIES IN ZONES X (SHADED), AE AND FLOODWAY AREAS OF AE. FLOOD ZONE BOUNDARIES ARE SHOWN FROM FIRM PROVIDED BY FEMA AND SHOULD BE CONSIDERED APPROXIMATE.
3. ALL DATA SHOWN IS REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS OBSERVATIONS. DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED ADJUSTMENT FACTOR 0.9998715951.

LOT COVERAGE SUMMARY

RESERVE B – 1,448,343 SF
PARKING – 106,112 SF (7% COVERAGE)
BUILDING – 36,950 SF (3% COVERAGE)

COVERAGE PROVIDED – 10%

PARKING SUMMARY

RELIGIOUS ORGANIZATION – 0.4 SPACE PER 1 SEATS
AUDITORIUM OCCUPANT LOAD – 593 SEATS
SPACES REQUIRED – 238

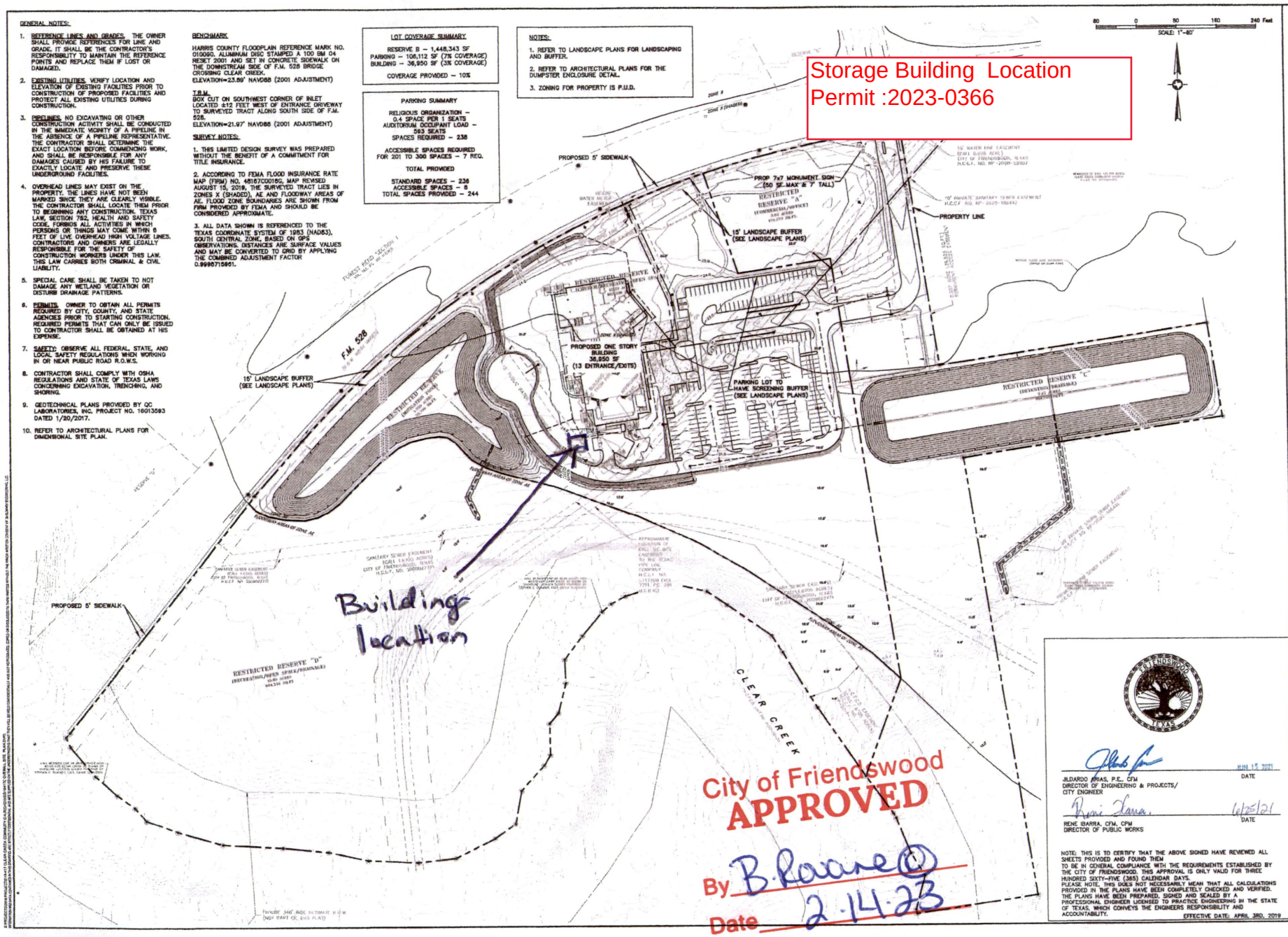
ACCESSIBLE SPACES REQUIRED FOR 201 TO 300 SPACES – 7 REQ.

TOTAL PROVIDED

STANDARD SPACES – 236
ACCESSIBLE SPACES – 8
TOTAL SPACES PROVIDED – 244

NOTES:

1. REFER TO LANDSCAPE PLANS FOR LANDSCAPING AND BUFFER.
2. REFER TO ARCHITECTURAL PLANS FOR THE DUMPSTER ENCLOSURE DETAIL.
3. ZONING FOR PROPERTY IS P.U.D.



JILDARDO ARIAS, P.E., CFM
DIRECTOR OF ENGINEERING & PROJECTS/
CITY ENGINEER
JUNE 15, 2021
DATE

RENE IBARRA, CFM, CPM
DIRECTOR OF PUBLIC WORKS
6/25/21
DATE

NOTE: THIS IS TO CERTIFY THAT THE ABOVE SIGNED HAVE REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE 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 CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEERS RESPONSIBILITY AND ACCOUNTABILITY.

EFFECTIVE DATE: APRIL 3RD, 2019

PROJECT:

CLEAR CREEK COMMUNITY CHURCH
3801 F.M. 528
FRIENDSWOOD, TEXAS 77546

SHELMARK ENGINEERING, L.L.C.
CIVIL | MARINE | PLANNING | STRUCTURAL
27 FRIENDSWOOD LINK RD, FRIENDSWOOD, TEXAS 77546

ISSUED FOR
11/22/19 CITY COMMENTS #2
01/17/20 CITY COMMENTS #3
10/13/20 FCFCD COMMENTS
11/6/20 PIPE LINE REVISIONS
3/25/21 AS-BUILT GRADING
5/3/21 AS-BUILT GRADING
6/11/21 CITY COMMENTS

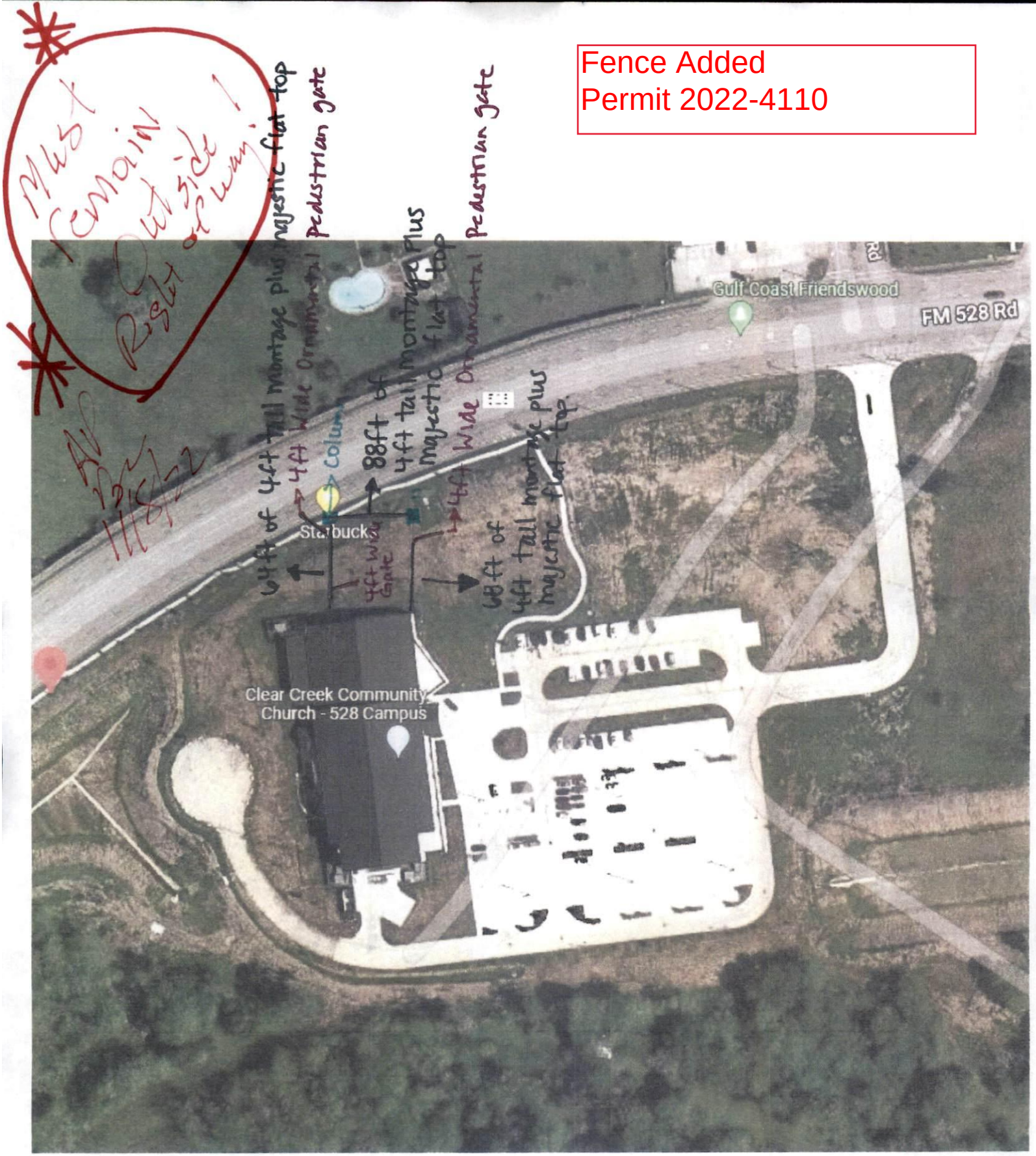
STATE OF TEXAS
MARCUS J. MORRIS
84739
LICENSED PROFESSIONAL ENGINEER
6/11/2021

DWG NAME: OVERALL SITE MAP

DWG NO: 05 OF 36

SCALE: 1:80
BY: CLI
JOB NO: 16-417
REV: -

Fence Added
Permit 2022-4110

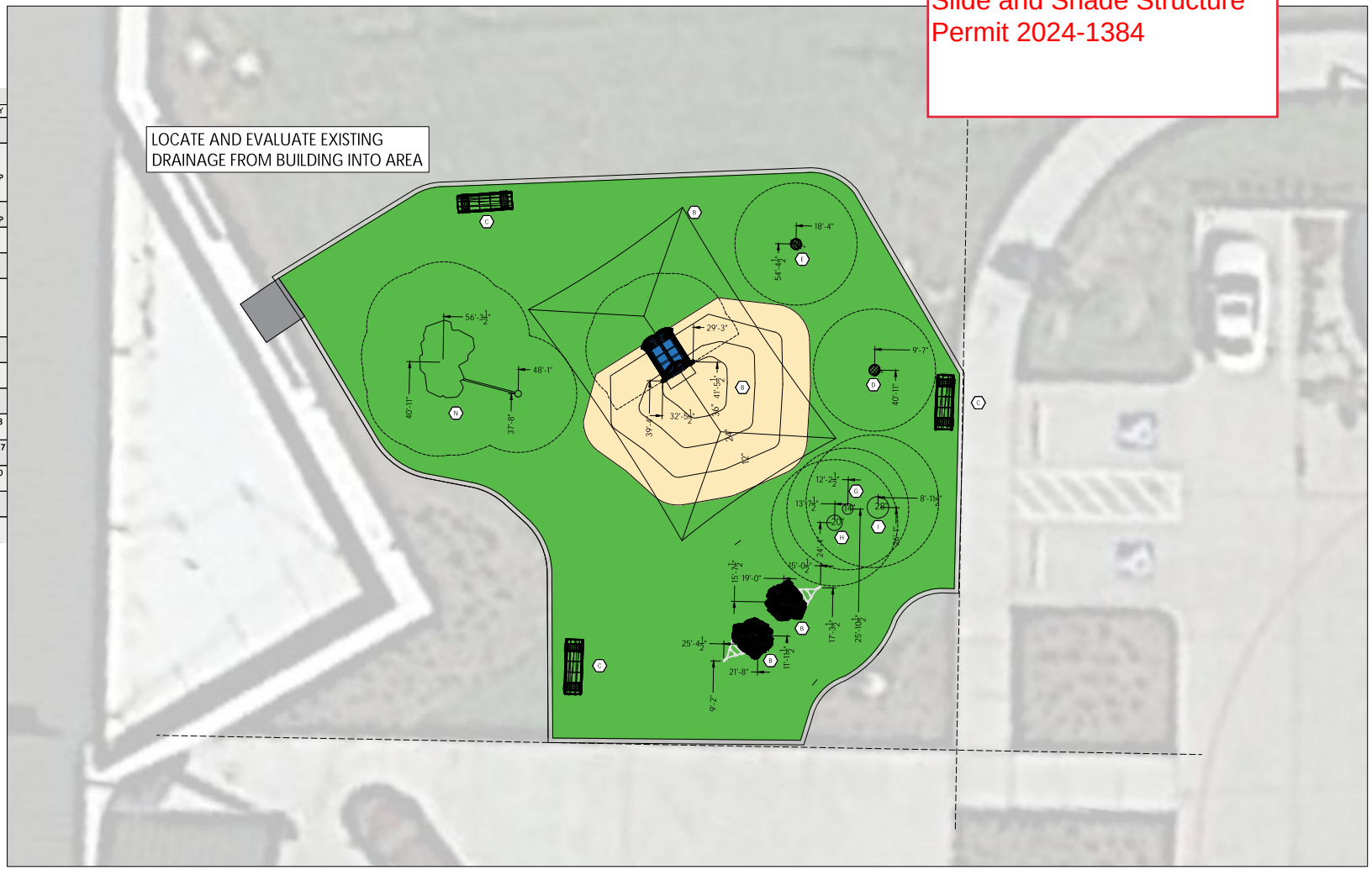


220 ft – 4ft tall montage plus majestic flat top
(3) – 4ft Wide ornamental pedestrian gates
(2) – 4.5 ft tall 2x2 square stone columns

4201 FM 528 RD
Friendswood TX 77546

Slide and Shade Structure
Permit 2024-1384

LOCATE AND EVALUATE EXISTING
DRAINAGE FROM BUILDING INTO AREA



1 PLAYGROUND PLAN
SCALE: 3/16" = 1'

NORTH

PLAYGROUND PLAN SCHEDULE		
O	DESCRIPTION	QTY
A	**NOT USED**	
B	NAME: Pikes Peak UP-503 TYPE: Natural Elements FALL HEIGHT: 3' AGE RANGE: 5-12	2 TYP
C	6' Log Bench 6LB	3 TYP
D	Tree Stump12" TFR0645	1
E	Tree Stump20" TFR0646	1
F	NAME:Hillside Slide KP3-27334 TYPE: 3.5" Steel FALL HEIGHT: 3' AGE RANGE: 2-12	1
G	Play Sphere 14" TFR0704	1
H	Play Sphere 20" TFR0706	1
I	Play Sphere 28" TFR0708	1
J	Concrete Border	148 LF
K	Turf Surfacing 6' CFH	2587 SF
L	PIP Surfacing 6' CFH	500 SF
M	20 x 30 x 10' Hip Shade	1
N	Spider Mountain Climber UP502	1

kraftsmanplay.com
800.451.4869

SCALE:
3/16" = 1'

SALES REP:
Mark Reynolds

DRAWN BY
cpj

REV#	DATE

Clear Creek Community Church
4201 FM 528 RD
Friendswood, TX 77546

PAGE VIEW: PLAYGROUND PLAN

DRAWING COMPLETION: RELEASED FOR PERMITTING

DATE: 3/21/2024

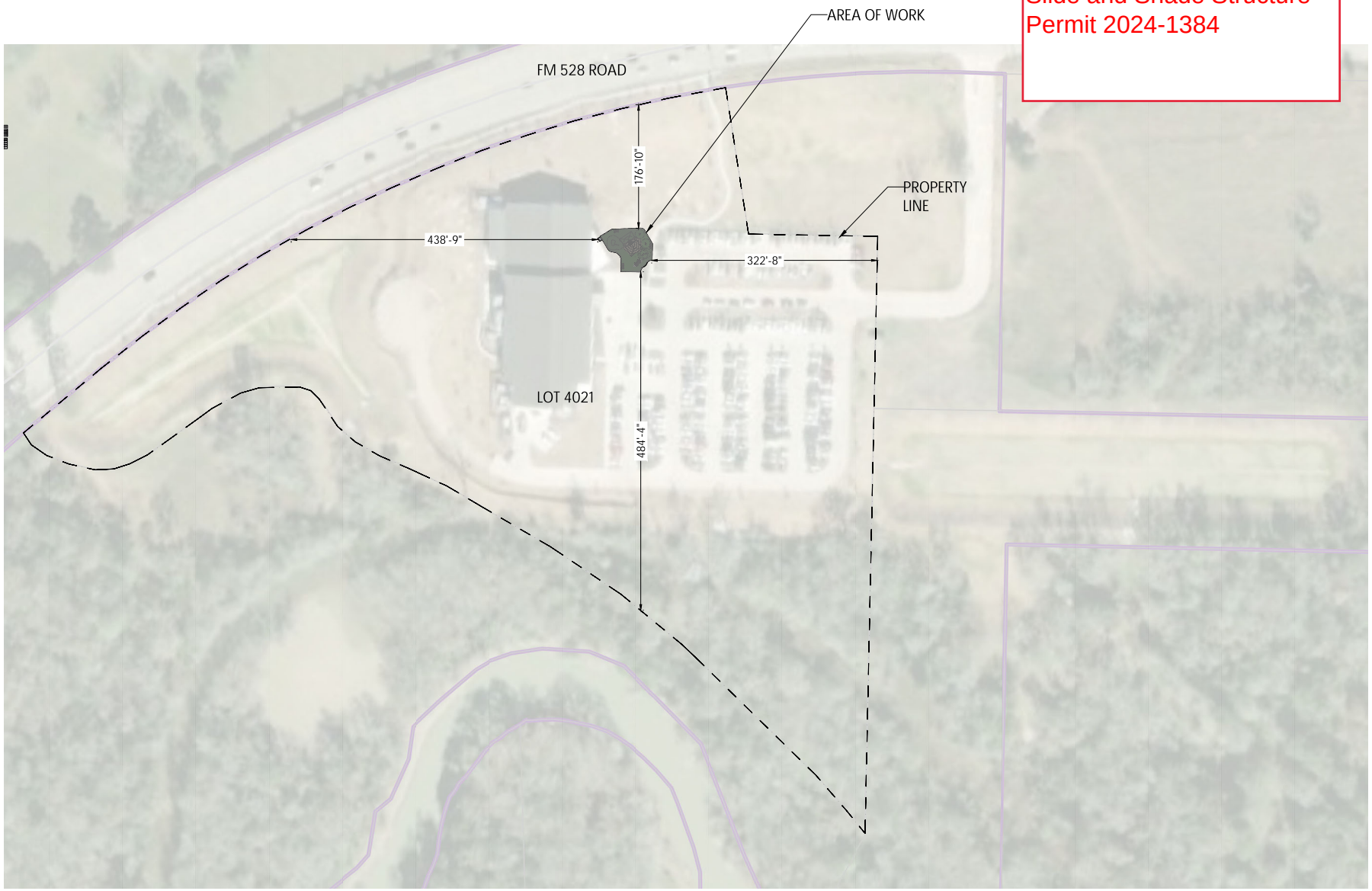
PROJECT #: 27334

SHEET #: KP.2

Note: Drawing should not be scaled unless in its original 24" x 36" printed format

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SINGLE USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.

Slide and Shade Structure
Permit 2024-1384



1 SITE PLAN
SCALE: 1/64" = 1'

NORTH

Note: Drawing should not be scaled unless in its original 24" x 36" printed format

IF THIS PLT HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.

kraftsmanplay.com
800.451.4869

SCALE: 1/64" = 1'

SALES REP: Mark Reynolds

DRAWN BY: cpj

REV#	DATE

Clear Creek Community Church
4201 FM 528 RD
Friendswood, TX 77546

PAGE VIEW: SITE PLAN

DRAWING COMPLETION: RELEASED FOR PERMITTING

DATE: 3/21/2024

PROJECT #: 27334

SHEET #: KS.1.1

07-06-09
4839-539

20090297397
07/07/2009 RP1 $52.00

10 Deed R

When recorded, return to:

J. Richard White, Esq.
Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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SUBSTITUTE TRUSTEE'S DEED AND BILL OF SALE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

(2) /on

WHEREAS, on February 1, 2007, The Falls at Friendswood, LLC ("Mortgagor"), executed that certain Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (as heretofore modified, the "Deed of Trust"), recorded as Document No. 20070078691, Real Property Records, Harris County, Texas, as corrected by that certain Correction Agreement dated effective as of February 1, 2007 and recorded as Document Number 20090257190, Real Property Records of Harris County, Texas, conveying certain real and personal property to Patrick J. Murphy, Trustee the ("Original Trustee"), for the benefit of Wells Fargo Bank, National Association, a national banking association ("Mortgagee"), so as to secure the payment and performance of, among other things, that certain Promissory Note (together with any and all extensions, renewals, modifications, restatements and/or replacements thereof, the "Note"), dated February 1, 2007, executed by Mortgagor, payable to the order of Mortgagee, in the original principal amount of $6,062,500.00; and

WHEREAS, pursuant to the terms and conditions of the Deed of Trust, Mortgagee removed, without cause the Original Trustee and any previously appointed substitute trustees under the Deed of Trust, and did duly and regularly appoint, pursuant to that certain Appointment of Substitute Trustee With Removal of Trustee and Instructions to Substitute Trustee, dated April 13, 2009, James Lloyd, Mark Glanowski, David Staas, Kathryn Blackney and J. Richard White, individuals, as multiple Substitute Trustees (severally, a "Substitute Trustee" and collectively, the "Substitute Trustees"), each having the power and authority to act alone, without the necessity of the joinder of the other Substitute Trustees pursuant to the terms and conditions of the Deed of Trust; and

WHEREAS, the Deed of Trust creates liens on, among other things, certain real property (the "Land") situated in Harris County, Texas, as more particularly described on Exhibit A hereto

EXHIBIT B

and creates a security interest in favor of Mortgagee in certain other collateral, as more particularly described on Exhibit B hereto, located upon all or any part of the Land (the "Other Collateral") (the Land and Other Collateral are collectively, the "Mortgaged Property"); and

WHEREAS, default has occurred in the payment and performance of the Note and the principal indebtedness evidenced by the Note has been properly accelerated, and such indebtedness is now due and payable but has not been paid; and

WHEREAS, Mortgagee, being the owner and holder of the Note, has requested and instructed the Substitute Trustee to enforce the terms and conditions of the Deed of Trust by advertising and selling the Mortgaged Property pursuant to and in accordance with the terms and conditions of the Deed of Trust; and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Deed of Trust, the Substitute Trustee sold the Mortgaged Property for cash at public auction at the area designated for such sales between the hours of 10:00 a.m. and 4:00 p.m. on Tuesday, July 7, 2009, after having duly given notice of the earliest time, place and terms of such sale, by posting written notice (the "Notice") at the Harris County courthouse door or other location as specified by applicable law, enactment or declaration, serving written notice on each debtor obligated to pay the indebtedness evidenced by the Note according to the records of Mortgagee, and by filing notice in the office of the County Clerk of Harris County, Texas, for a period of at least 21 consecutive calendar days prior to July 7, 2009, all in accordance with the terms and conditions of the Deed of Trust and in compliance with the laws of the State of Texas; and

WHEREAS, at a public sale which commenced not earlier than the time specified in the Notice and not later than three hours after that time, the Substitute Trustee struck off the Mortgaged Property to Wells Fargo Bank, National Association, a national banking association ("Purchaser"), Purchaser being the highest cash bidder and otherwise in accordance with the requirements of the Deed of Trust for the Mortgaged Property; kee

NOW, THEREFORE, by virtue of the power granted pursuant to the terms and conditions of the Deed of Trust, and for and in consideration of the payment of the sum bid by the Purchaser, the receipt, adequacy and sufficiency of which are hereby acknowledged, the undersigned Substitute Trustee, in accordance with the provisions of the Deed of Trust and applicable law, has GRANTED, SOLD, BARGAINED, TRANSFERRED, ASSIGNED, and CONVEYED, and by these presents does hereby GRANT, SELL, BARGAIN, TRANSFER, ASSIGN, and CONVEY, unto Purchaser the Mortgaged Property;

TO HAVE AND TO HOLD the Mortgaged Property, together with, all and singular, the benefits, rights, privileges, easements, tenements, hereditaments, and appurtenances thereto in anywise belonging or appertaining to Purchaser and Purchaser's heirs, personal representatives, successors and assigns forever, and, for and on behalf of Mortgagor, and Mortgagor's heirs, personal representatives, successors, and assigns, Substitute Trustee does hereby bind Mortgagor, and Mortgagor's heirs, personal representatives, successors, and assigns, to WARRANT and FOREVER DEFEND, all and singular, the title to the Mortgaged Property (insofar as is authorized by the Deed of Trust) unto Purchaser and Purchaser's heirs, personal representatives, successors and assigns, against the claims of all persons whomsoever claiming,

EXHIBIT B

RP 065-02-1932

or to claim, the same, or any part thereof; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions and encumbrances affecting any of the Mortgaged Property or title thereto which are equal or prior to the liens and security interests created by the Deed of Trust.

NEITHER THE SUBSTITUTE TRUSTEE, INDIVIDUALLY, NOR MORTGAGEE, AS THE OWNER AND HOLDER OF THE NOTE AND THE DEED OF TRUST, HAVE MADE, AND DO NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, TITLE, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE PERSONAL PROPERTY OR ANY COMPONENT THEREOF IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF PURCHASER, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND AND CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO.

EXECUTED as of July 7, 2009.

[The remainder of this page intentionally left blank.]

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RP 05-02-1963

SUBSTITUTE TRUSTEE:

Kathryn Blackney

Name: Kathryn Blackney /OR

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was ACKNOWLEDGED before me on July 7, 2009, by Kathryn Blackney, in the capacity therein stated.

[S E A L]

Notary Public in and for the State of Texas

My Commission Expires:

Dianna Defferari Schnake
Notary Public
State Of Texas
My Comm. Exp. 08-30-2012

DDSchnake

Printed Name of Notary Public

The address of Purchaser is as follows:

Wells Fargo Bank, National Association
Real Estate Managed Asset Group
401 B Street #1100
San Diego, CA 92102

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RP 055-02-1504

Exhibit A

Land

A description of the Land follows this cover page.

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RP 056-02-1905

06-10-09
4839-539

EXHIBIT "A"

Property Description

DESCRIPTION OF A 135.778 ACRE TRACT OF LAND OUT OF THE SARAH McKISSICK SURVEY, ABSTRACT NO. 549, HARRIS COUNTY, TEXAS.

BEGINNING at the point of intersection of the Northerly Mean High Tide Meanders of Clear Creek with the Southeasterly right of way line of F.M. 528, variable width right of way, said point being located S81°12'48"W 1772.42 feet, S61°12'33"W 1258.94 feet, S41°12'18"W 145.69 feet, S37°54'56"W 601.55 feet and S41°15'04"W 22.04 feet, along said F.M. 528 Southeasterly right of way from the Northwest corner of a 28.9270 acre tract of land recorded under Film Code 512-27-3525 in the Harris County Records;

THENCE from said Beginning Point along the Southeasterly right of way line of F.M. 528, right of way width varies, as follows:

N41°15'04"E, 22.04 feet to a found 3/8" iron rod for corner;

N37°54'56"E, 601.55 feet to a found TXDOT right of way monument for corner;

N41°12'18"E, 145.69 feet to a found TXDOT right of way monument at the P.C. of a curve;

In a Northeasterly direction, around a curve to the right whose radius 1840.08 feet, whose chord bears N61°12'33"E 1258.94 feet, a distance of 1284.29 feet to a found TXDOT right of way monument at the P.T. of said curve;

N81°12'48"E, 1772.42 feet to a found 5/8" iron rod for corner at the Northwest corner of a 28.9270 acre tract of land recorded under Film Code 512-27-3525 in the Harris County Records;

THENCE S08°47'13"E, along the Westerly line of said 28.9270 acre tract, a distance of 1289.36 feet to a found 5/8" iron rod at the Southwest corner of said 28.9270 acre tract, same being the Northwest corner of a 10.00 acre tract of land recorded under Film Code 512-27-3526 in the Harris County Records;

THENCE continuing S08°47'13"E, along the Westerly line of said 10.00 acre tract, a distance of 901.28 feet to a point for corner from which a 5/8" iron rod bears S86° 58'W 0.64 feet at the South corner of said 10.00 acre tract, said point lying in the Northwesterly line of a Harris County Flood Control District Drainage right of way, 150 foot in width, described under File No. E449568 in the Harris County Records;

THENCE S38°20'40"W, along the Northwesterly line of a Harris County Flood Control District Drainage right of way, 150 foot width, at a distance of 815.61 feet pass a found 2" iron pipe, at a distance of 867.00, pass a found 3/8" iron rod, in all, a distance of 878.00 feet to a point for corner in the Northerly Mean High Tide Meanders of Clear Creek;

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RP 055-02-1505

EXHIBIT B

THENCE in a Westerly direction along the Northerly Mean High Tide Meander of Clear Creek as follows:

N21°17'53"W	80.86;
N04°22'00"W	216.80;
N32°41'45"W	184.39;
N51°05'51"W	159.93;
N74°02'56"W	164.71;
S48°03'01"W	44.69;
N73°53'01"W	47.50;
S49°24'39"W	89.87;
N75°14'28"W	40.66;
S43°54'02"W	146.10;
S25°05'34"W	134.50;
S83°33'29"W	49.30;
S21°22'39"W	73.69;
N77°09'04"W	62.96;
S59°48'54"W	48.72;
N76°28'57"W	56.65;
N88°56'26"W	120.31;
N78°01'35"W	221.29;
N67°13'18"W	112.00;
N50°45'59"W	258.04;
N16°00'29"W	99.00;
N05°32'21"W	60.42;
N23°27'42"E	67.18;
N39°20'26"E	42.52;
N59°56'12"E	35.59;
S84°02'57"E	25.53;
S63°21'37"E	25.66;
N23°24'11"E	84.42;
N27°29'42"E	63.48;
N19°02'47"E	103.93;
N01°37'07"E	85.86;
N00°08'41"E	100.59;
N29°30'14"W	47.60;
N57°39'57"W	45.79;
N17°42'29"W	57.03;
N35°35'22"W	185.97;
N53°40'24"W	62.94;
N10°55'24"W	59.34;
N34°35'23"W	55.34;
N47°17'18"W	86.30;
N53°56'07"W	75.03;
N88°23'26"W	44.90;
N83°36'23"W	40.51;
S71°04'35"W	80.52;

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RP 066-02-1907

S82°32'42"W	38.81;
S27°31'14"W	74.71;
S26°55'51"W	77.74;
S14°52'11"W	57.44,
S02°40'58"E	67.89;
S15°46'44"W	65.06;
S27°21'44"W	76.82;
S39°55'00"W	80.49;
S58°05'12"W	113.84;
S75°27'50"W	91.91;
N83°57'56"W	90.47;
N73°59'30"W	116.54;
S89°58'35"W	38.09;
S82°10'43"W	62.39;
N80°06'14"W	103.42;
N83°33'53"W	52.50;
N77°46'46"W	41.29;
N56°08'14"W	103.63;
N43°58'12"W	60.56;
N37°46'35"W	123.88

to the Place of Beginning and containing 135.778 acres (5,914,489.6 square feet) more or less.

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RP 065-02-1908

Exhibit B

Other Collateral

1. All right, title, interest, and privileges of Mortgagor in and to all streets, ways, roads and alleys used in connection with or pertaining to the Land or the improvements thereon, all development rights or credits, air rights, water, water rights and water stock related to the Land, all timber, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Land, and all licenses, appurtenances, reversions, remainders, easements, rights and rights of way appurtenant or related thereto;

2. All buildings, other improvements and fixtures now or hereafter located on the Land, including, but not limited to, all apparatus, equipment, and appliances use din the operation or occupancy of the Land, it being intended that all such items shall be conclusively considered to be a part of the Land, whether or not attached or affixed to the Land (the "Improvements");

3. All interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing (all of the foregoing being collectively referred to as the "Subject Property");

4. The following described personal property (collectively, the "Collaterals"):

   All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the Land or (ii) any existing or future improvements on the Land (which Land and improvements are collectively referred to herein as the "Subject Property"); together with all rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water right, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the

RP 066-02-1909

Subject Property; all advance payments of insurance premiums made by Mortgagor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Mortgagee, whether or not disbursed; all funds deposited with Mortgagee pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

FILED
2009 JUL -7 AM 10: 48
COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

RP 056-02-1910

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUL - 7 2009

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-230485

6/1/2020 HCCPIRP1 110.00

FILED

6/1/2020 2:03 PM

COUNTY CLERK

STATE OF TEXAS

COUNTY OF HARRIS

We, Clear Creek Community Church, acting by and through Mark Carden, Executive Pastor, being officer of Clear Creek Community Church, owners hereinafter referred to as Owners, whether one or more, of the 39.41 acre tract described in the above and foregoing plat of CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public easements shown hereon.

WITNESS my hand in the City of Friendswood, Texas, this 12th day of May, 2020.

Clear Creek Community Church

By: Mark Carden, Exec. Pastor
Mark Carden, Executive Pastor

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Mark Carden, Executive Pastor of Clear Creek Community Church, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of May, 2020.

MARY A SAADEH
Notary Public
STATE OF TEXAS
NOTARY ID # 124549907
My Comm. Expires 05-05-2023

Mary A. Saadeh
Notary Public in and For the State of Texas

My Commission Expires: 05/05/2023

I, Kyle B. Duckett, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that to the best of my knowledge all bearings, distances, and other associated boundary information on the above subdivision is true and correct; was prepared from an actual survey of the property made under my direction on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than five-eighths inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.

GBI Partners, L.P.

STATE OF TEXAS REGISTERED KYLE B. DUCKETT 6340 PROFESSIONAL LAND SURVEYOR

Kyle B. Duckett
Registered Professional Land Surveyor
Texas Registration No. 6340

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD in conformance with all of the existing rules and regulations of the City as adopted by the City Council and authorized the recording of this plat this 28 day of May, 2020.

By: Becky Bennett
Becky Bennett
Development Coordinator

By: Joe Matranga
Joe Matranga
Chairman

I, Jildardo Arias, P.E., City Engineer and Director of Engineering of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas and further it complies with all of the ordinances as currently adopted by City Council.

By: ____________
Jildardo Arias, P.E.
City Engineer/Director of Engineering

I, CHRIS HOLLINS, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on June 1, 2020, at 2:03 o'clock P.M., and duly recorded on June 3, 2020, at 10:31 o'clock A.M., and at Film Code Number 691601 of the Map Records of Harris County for said County.

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

CHRIS HOLLINS

CHRIS HOLLINS
County Clerk
Of Harris County, Texas

By: Angelina Hernandez
Deputy ANGELINA HERNANDEZ

COUNTY COURT OF HARRIS COUNTY, TEXAS

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording

ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

FIELD NOTES FOR 39.41 ACRES

Being a tract containing 39.41 acres of land located in the Sarah McKissick Survey, Abstract No. 549, in Harris County, Texas. Said 39.41 acres being a portion of a call 135.778 acre tract of land recorded in the name of Clear Creek Community Church under Harris County Clerk's File (H.C.C.F.) No. 20150231965. Said 39.41 acres of land being more particularly described by metes and bounds as follows (Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, as derived from GPS observations):

COMMENCING at a 5/8 inch capped iron rod stamped "KRE&S RPLS 3974" found at the northeast corner of said 135.778 acre tract, the northwest corner of a call 28.9270 acre tract of land recorded in the name of Clear Creek Independent School District under H.C.C.F. No. P598260, and being on the south Right-of-Way (R.O.W.) line of E. Parkwood Avenue (F.M. 528) based on a width of 120 feet;

THENCE, with said south R.O.W. line and the north line of said 135.778 acre tract, South 81 degrees 12 minutes 37 seconds West, a distance of 1,682.02 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set at the POINT OF BEGINNING;

THENCE, through and across said 135.778 acre tract, the following six (6) courses:

1.) South 08 degrees 47 minutes 23 seconds East, a distance of 480.92 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
2.) North 81 degrees 15 minutes 55 seconds East, a distance of 541.04 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
3.) South 08 degrees 47 minutes 23 seconds East, a distance of 190.02 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;;
4.) South 81 degrees 15 minutes 55 seconds West, a distance of 524.86 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
5.) South 08 degrees 47 minutes 23 seconds East, a distance of 888.14 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set;
6.) South 81 degrees 12 minutes 37 seconds West, a distance of 241.97 feet to a point at the call meander line of mean higher high water for Clear Creek as shown on that certain Shoreline Location Survey prepared by Stephen C. Blaskey, LSLS, dated October 09, 2015 and file with the Texas General Land Office;

THENCE, with said meander line, the following thirty nine (39) courses:

1.) North 13 degrees 22 minutes 21 seconds West, a distance of 9.00 feet;
2.) North 15 degrees 04 minutes 35 seconds East, a distance of 70.83 feet;
3.) North 31 degrees 32 minutes 46 seconds West, a distance of 52.49 feet;
4.) North 21 degrees 40 minutes 27 seconds West, a distance of 75.23 feet;
5.) North 29 degrees 57 minutes 57 seconds West, a distance of 10.93 feet;
6.) North 35 degrees 55 minutes 50 seconds West, a distance of 91.39 feet;
7.) North 34 degrees 06 minutes 54 seconds West, a distance of 167.52 feet;
8.) North 31 degrees 24 minutes 11 seconds West, a distance of 130.62 feet;
9.) North 32 degrees 06 minutes 13 seconds West, a distance of 39.58 feet;
10.) North 54 degrees 32 minutes 48 seconds West, a distance of 107.37 feet;
11.) North 55 degrees 07 minutes 18 seconds West, a distance of 49.50 feet;
12.) North 77 degrees 07 minutes 45 seconds West, a distance of 53.79 feet;
13.) South 83 degrees 35 minutes 15 seconds West, a distance of 67.43 feet;
14.) South 71 degrees 19 minutes 06 seconds West, a distance of 44.06 feet;
15.) South 61 degrees 14 minutes 34 seconds West, a distance of 32.74 feet;
16.) South 48 degrees 48 minutes 59 seconds West, a distance of 24.23 feet;
17.) South 39 degrees 23 minutes 16 seconds West, a distance of 61.97 feet;
18.) South 36 degrees 54 minutes 09 seconds West, a distance of 59.55 feet;
19.) South 01 degrees 44 minutes 03 seconds East, a distance of 46.60 feet;
20.) South 13 degrees 56 minutes 21 seconds West, a distance of 62.30 feet;
21.) South 39 degrees 51 minutes 34 seconds West, a distance of 27.94 feet;
22.) South 00 degrees 50 minutes 58 seconds East, a distance of 62.73 feet;
23.) South 30 degrees 54 minutes 43 seconds West, a distance of 24.61 feet;
24.) South 41 degrees 36 minutes 15 seconds West, a distance of 68.29 feet;
25.) South 10 degrees 39 minutes 32 seconds West, a distance of 66.62 feet;
26.) South 54 degrees 52 minutes 04 seconds West, a distance of 50.26 feet;
27.) South 63 degrees 25 minutes 34 seconds West, a distance of 86.90 feet;
28.) South 83 degrees 46 minutes 39 seconds West, a distance of 75.20 feet;
29.) North 87 degrees 25 minutes 57 seconds West, a distance of 99.79 feet;
30.) North 77 degrees 35 minutes 46 seconds West, a distance of 79.20 feet;
31.) North 84 degrees 16 minutes 32 seconds West, a distance of 91.05 feet;
32.) North 86 degrees 52 minutes 46 seconds West, a distance of 118.87 feet;
33.) North 74 degrees 06 minutes 45 seconds West, a distance of 92.65 feet;
34.) North 70 degrees 04 minutes 11 seconds West, a distance of 65.69 feet;
35.) North 40 degrees 25 minutes 19 seconds West, a distance of 35.00 feet;
36.) North 54 degrees 13 minutes 54 seconds West, a distance of 42.76 feet;
37.) North 48 degrees 01 minutes 05 seconds West, a distance of 57.76 feet;
38.) North 39 degrees 15 minutes 00 seconds West, a distance of 76.59 feet;
39.) North 23 degrees 52 minutes 46 seconds West, a distance of 21.17 feet to the northwest line of said 135.778 acre tract and the southeasterly R.O.W. line of said E. Parkwood Avenue (width varies);

THENCE, with the northwest and north line of said 135.778 acre tract and the southeasterly and south R.O.W. line of said E. Parkwood Avenue, the following five (5) courses:

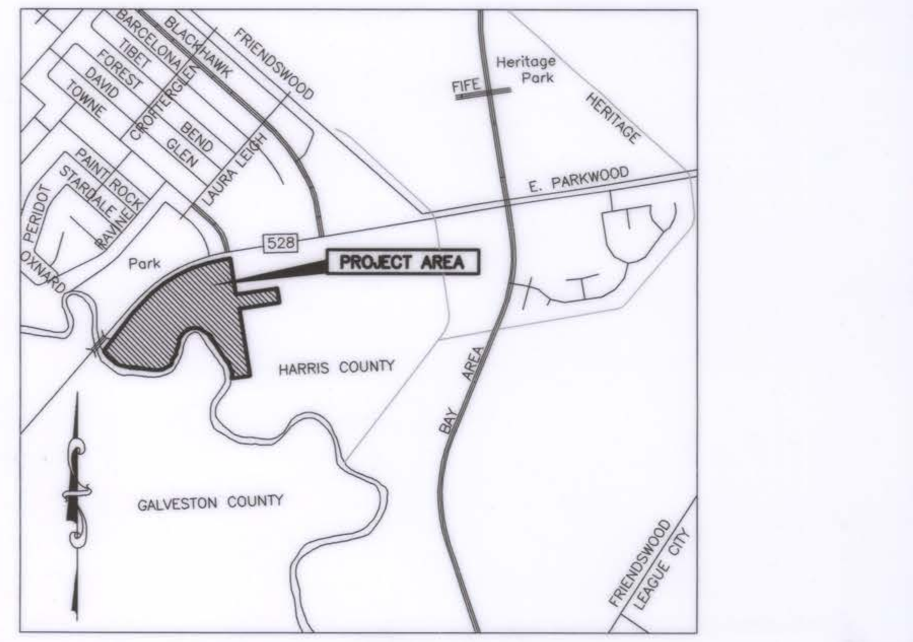
1.) North 41 degrees 14 minutes 53 seconds East, a distance of 12.41 feet to a point from which a found 3/8 inch capped iron rod bears South 67 degrees 04 minutes 44 seconds East, a distance of 0.56 feet;

2.) North 37 degrees 54 minutes 45 seconds East, a distance of 601.55 feet to a TXDOT disc found;

3.) North 41 degrees 12 minutes 07 seconds East, a distance of 145.69 feet to a TXDOT disc found at a point of curvature to the right;

4.) 1,284.89 feet, along the arc of said curve having a radius of 1,840.08 feet, a central angle of 40 degrees 00 minutes 30 seconds and a chord which bears North 61 degrees 12 minutes 22 seconds East, a distance of 1,258.94 feet to a TXDOT disc found at a point of tangency;

5.) North 81 degrees 12 minutes 37 seconds East, a distance of 90.40 feet to the POINT OF BEGINNING and containing 39.41 acres of land.



VICINITY MAP
SCALE: 1" = 2,000'

FINAL PLAT OF

CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD

BEING A SUBDIVISION OF 39.41 ACRES OF LAND
OUT OF A CALL 135.778 ACRE TRACT OF LAND
LOCATED IN THE
SARAH McKISSICK SURVEY, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

4 RESTRICTED RESERVES

MAY 08, 2020

OWNER:	SURVEYOR:	ENGINEER:
CLEAR CREEK COMMUNITY CHURCH 999 EGRET BAY BLVD. N. LEAGUE CITY, TEXAS 77573	GBI PARTNERS, L.P. 4724 VISTA RD. PASADENA, TEXAS 77505	SHELMARK ENGINEERING, LLC 921 FM 517 ROAD EAST DICKINSON, TEXAS 77539
MARK CARDEN, EXECUTIVE PASTOR 281-338-5433	KYLE B. DUCKETT, R.P.L.S. 281-499-4539	EDGARD FIGUEROA 409-935-9986

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
4724 VISTA ROAD · PASADENA, TX 77505
PHONE: 281-499-4539 · GBIsurvey@GBIsurvey.com
TBPELS FIRM #10130300 · www.GBIsurvey.com

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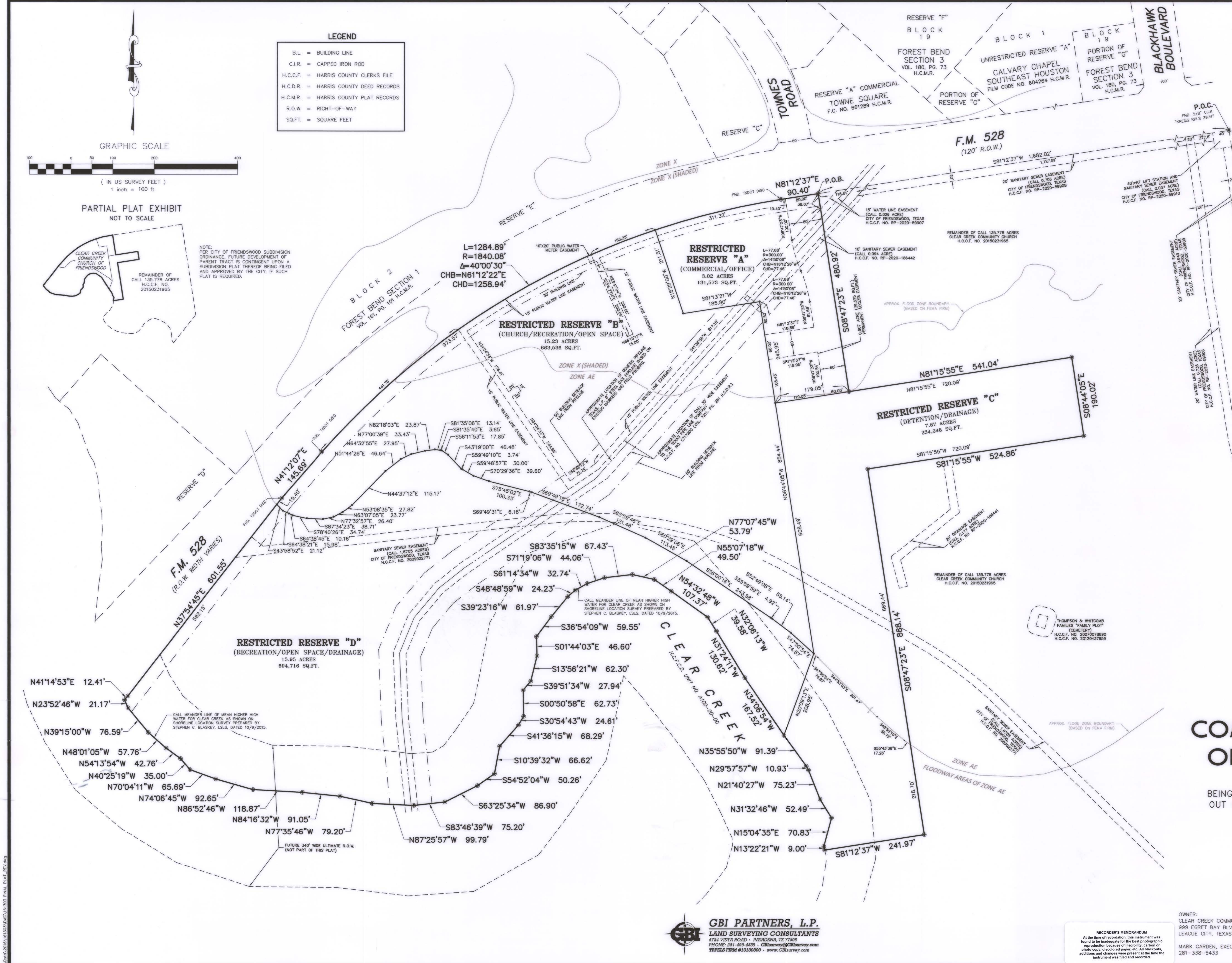

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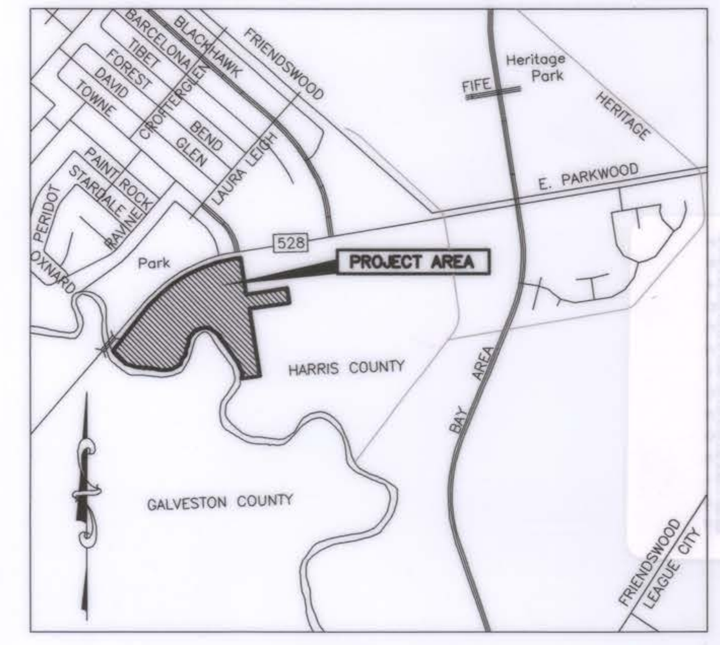

VICINITY MAP
SCALE: 1" = 2,000'

CITY OF FRIENDSWOOD STANDARD PLAT NOTES:

1.) Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of no less than four feet and comply with Federal, State, and Local requirements.

2.) No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility, other than structures necessary to operate the well or facility.

3.) Except for low-pressure distribution system pipelines as defined in Chapter 26, of the Friendswood City Code, no residential, commercial or industrial structure shall be erected or moved to a location nearer than 50 feet to any pipeline, other than structures necessary to operate the pipeline.

4.) The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the property owner shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and\or exclusive easements. The maintenance of street lights shall be the responsibility of CenterPoint Energy.

5.) All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.

6.) The finished floor elevations of all structures shall be located above the base flood elevation established by FEMA, and as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.

7.) Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by the owner.

GENERAL NOTES:

1.) According to FEMA Flood Insurance Rate Map (FIRM) No. 48201C1070M, map revised January 6, 2017, the herein platted land lies in Zones X (Shaded), AE and Floodway Areas of AE. Flood zone boundaries are shown from DFIRM (current as of April 14, 2017) provided by FEMA and should be considered approximate.

2.) Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS observations. Distances are surface values and may be converted to grid by applying the combined adjustment factor 0.9998715961.

3.) The Bearing Basis line is the south R.O.W. line of F.M. 528 as shown.

BENCHMARK:

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010090.
Aluminum Disc stamped A 100 BM 04 Reset 2001 and set in concrete sidewalk on the downstream side of F.M. 528 bridge crossing Clear Creek.
Elevation=23.89' NAVD88 (2001 Adjustment)

FINAL PLAT OF

CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD

BEING A SUBDIVISION OF 39.41 ACRES OF LAND
OUT OF A CALL 135.778 ACRE TRACT OF LAND
LOCATED IN THE
SARAH McKISSICK SURVEY, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

4 RESTRICTED RESERVES

MAY 08, 2020

OWNER:
CLEAR CREEK COMMUNITY CHURCH
999 EGRET BAY BLVD. N.
LEAGUE CITY, TEXAS 77573

MARK CARDEN, EXECUTIVE PASTOR
281-338-5433

SURVEYOR:
GBI PARTNERS, L.P.
4724 VISTA RD.
PASADENA, TEXAS 77505

KYLE B. DUCKETT, R.P.L.S.
281-499-4539

ENGINEER:
SHELMARK ENGINEERING, LLC
921 FM 517 ROAD EAST
DICKINSON, TEXAS 77539

EDGARD FIGUEROA
409-935-9986

RECORDER'S MEMORANDUM
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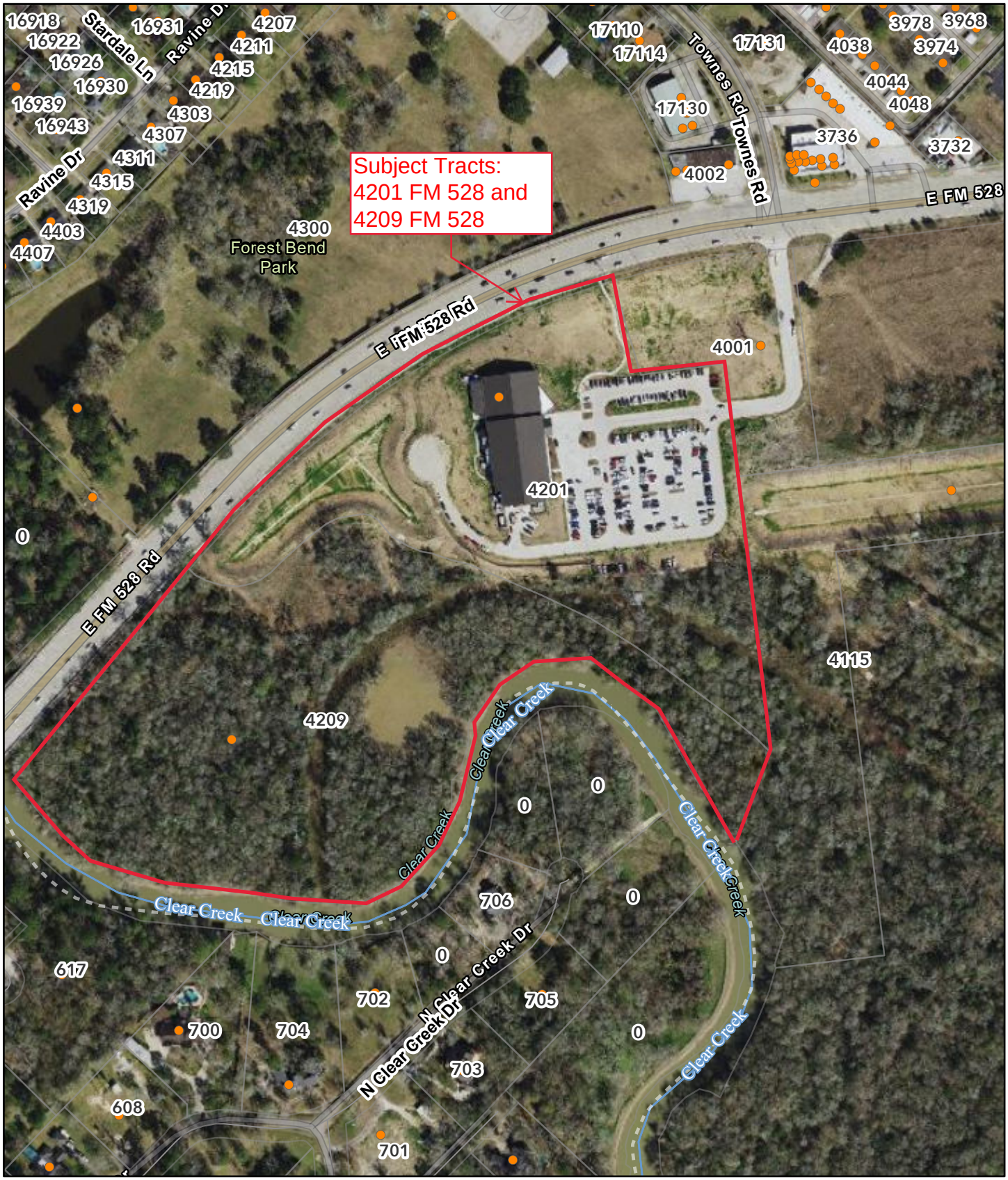
City of Friendswood



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Address Points

Streets

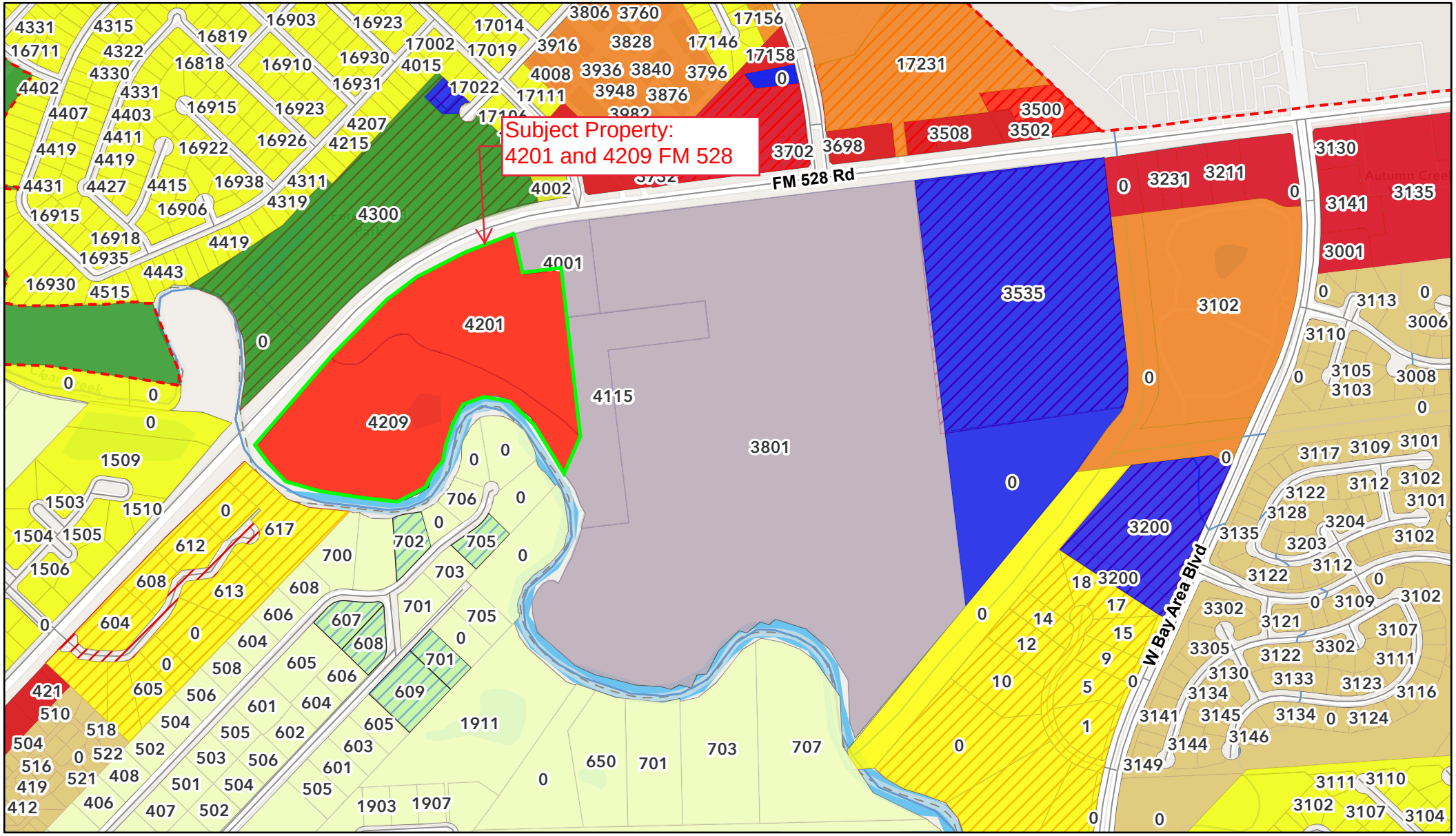
City Limit

Water Lines

Parcels

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

City of Friendswood



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City Limit

Future Land Use Adopted 2021

SFR- Estate

Low Density

Garden Homes

High Density Residential

Mixed Use

Retail

Parks

Public and Semi-Public

Regional Detention

Buyout Lots

Parcels

Specific Use Permits

Streets

Surrounding Cities

Water Lines

Zoning by Parcel

CSC

GHD

MFR-H

MFR-M

NC

PUD

SFR

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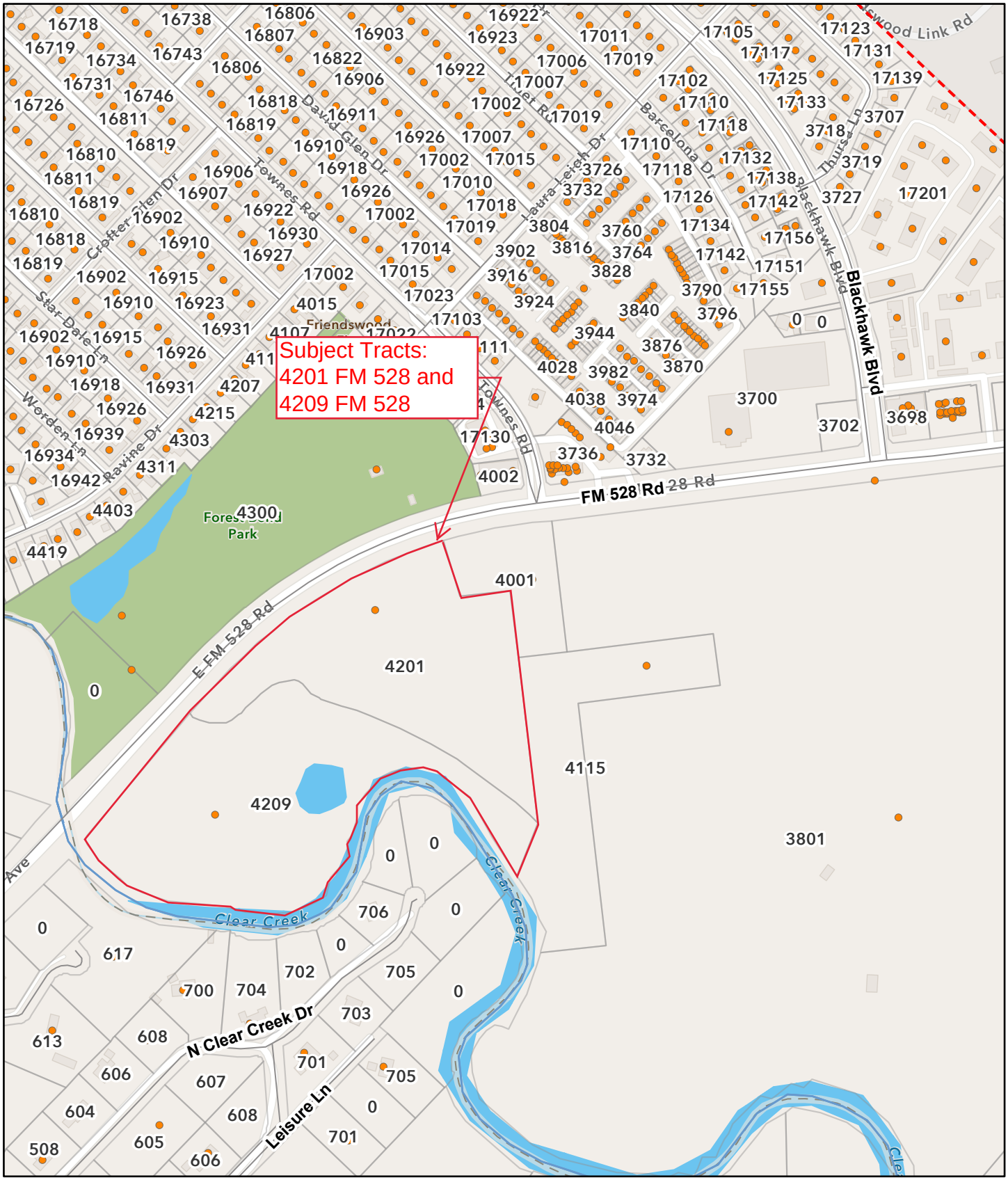
City of Friendswood



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- Address Points
- City Limit
- Parcels
- Streets
- Surrounding Cities
- Water Lines

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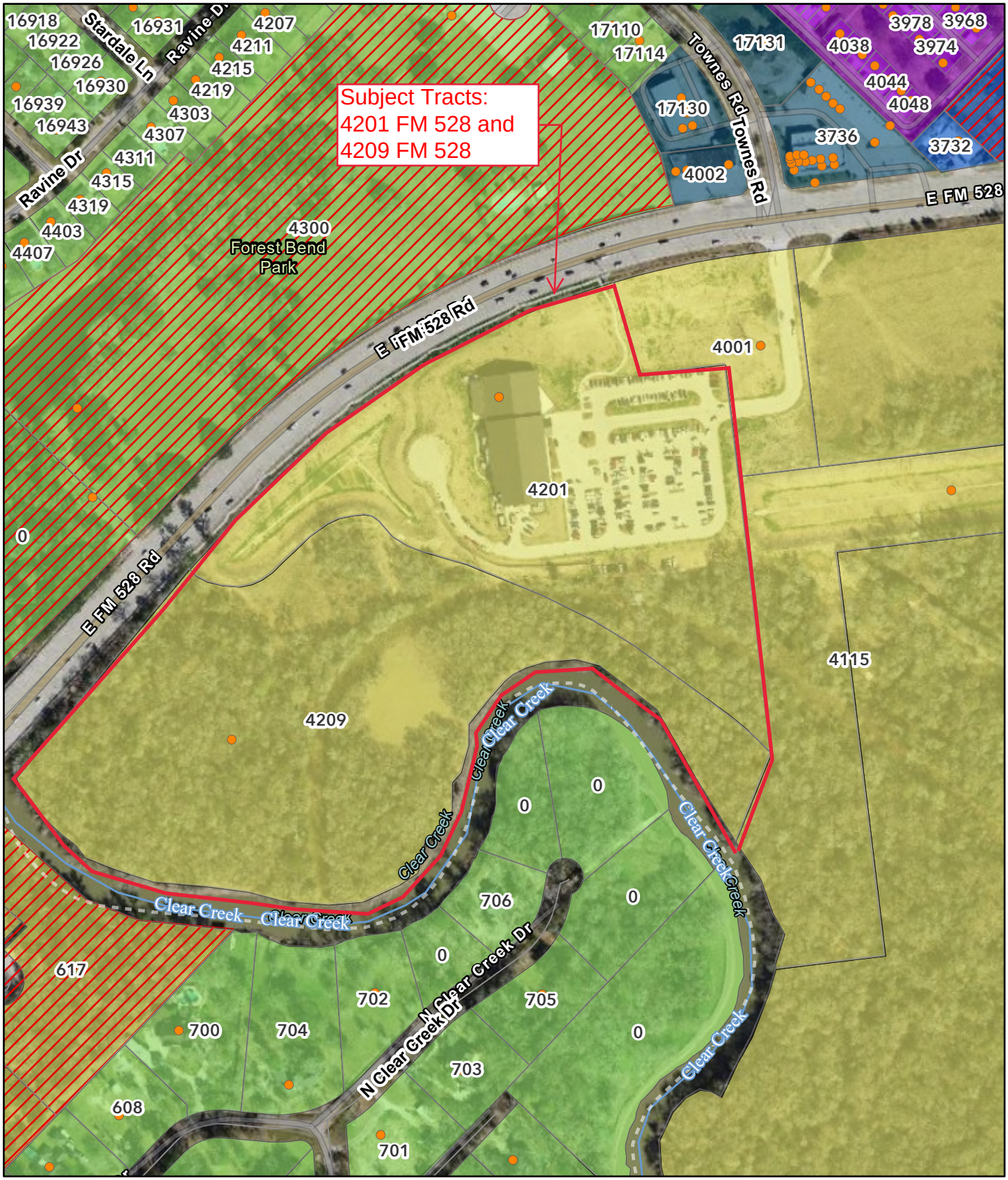
City of Friendswood



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- Address Points
- City Limit
- Parcels
- Specific Use Permits
- Streets
- Water Lines

Zoning by Parcel

- CSC
- MFR-H
- NC
- PUD
- SFR

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

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider an ordinance regarding a proposed zone classification change for 31.18 acres of land, located at 4201 and 4209 FM 528 Rd., known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, in Friendswood, Harris County, Texas, to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance approves a request for the zone classification change of 31.18 acres of land, located at 4201 and 4209 FM 528 Rd., Friendswood, Harris County, Texas, to change from Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations.

This zone change request is a cleanup item. Originally, the church property was included in the 135 acres that made up the Planned Unit Development 2015-18. The church constructed their building and then eventually sold off approximately 106 acres of the land and that developer changed the zoning of the 106 acres to a revised Planned Unit Development, thus making the original PUD moot. This request will change the underlying zoning to Community Shopping Center (CSC) with a Specific Use Permit for Religious Organizations to allow the church use to continue. The site plans with all additions (parking, fence, storage, building, and playground) are included with the request.

See attached files on the public hearing item for additional details.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The requested zone change is a cleanup item and is in conformance with the Future Land Use Map (2021).

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held May 9, 2024, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 6-0 (Commissioner Anderson was absent) on a motion to approve the requested zone change. See attached Final Report for more details.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment for CCCC
2. Exhibit A - Location Map

3. Exhibit B - SUP
4. Exhibit A - CCCC SUP Site and Building Plans

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 31.18 ACRES OF LAND LOCATED AT 4201 AND 4209 FM 528 RD., KNOWN AS RESERVES B AND D IN THE FINAL PLAT OF CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD RECORDED IN HARRIS COUNTY REAL PROPERTY RECORDS, RP-2020-230485, HARRIS COUNTY, FRIENDSWOOD, TEXAS, TO CHANGE FROM PLANNED UNIT DEVELOPMENT (PUD) 2015-18 TO COMMUNITY SHOPPING CENTER (CSC); GRANTING A SPECIFIC USE PERMIT TO ALLOW NAICS USE #8131, "RELIGIOUS ORGANIZATIONS" FOR SUCH PROPERTY; 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; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

****

WHEREAS, Clear Creek Community Church (the "Owner") is the owner of 31.18 acres of land located at 4201 and 4209 FM 528 Rd., known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, Harris County, Friendswood, 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 Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC) and for a Specific Use Permit to allow NAICS Use #8131, "Religious Organizations"; 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, after the public hearing on the application and after having considered the application, the relevant support materials, and public testimony, the Planning and Zoning Commission filed a final report and recommendation with the City Council to approve the proposed zoning map amendment and the proposed specific use permit based upon the criteria enumerated in Section 9.G.5 of Appendix C "Zoning" of the Friendswood City Code; and

WHEREAS, after the close of the public hearing, the City Council made an affirmative finding:

a. that the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
b. that the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

c. that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
d. that the design, location and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
e. that the adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
f. that directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
g. that there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
h. that the proposed use is in accordance with the comprehensive 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 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 Planned Unit Development (PUD) 2015-18 to Community Shopping Center (CSC).

Section 3. The City Council hereby grants the Specific Use Permit, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes, to allow NAICS Use #8131, Religious Organizations, which is zoned Community Shopping Center (CSC) pursuant to Section 2 of this ordinance. The official zoning map is hereby amended to reflect the Specific Use Permit herein granted.

Section 4. 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 5. 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 and the uses specified in the Specific Use Permit granted in Section 3 hereinabove.

Section 6. 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 TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 7. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 8. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 9. 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 10. 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.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 3rd day of June, 2024.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

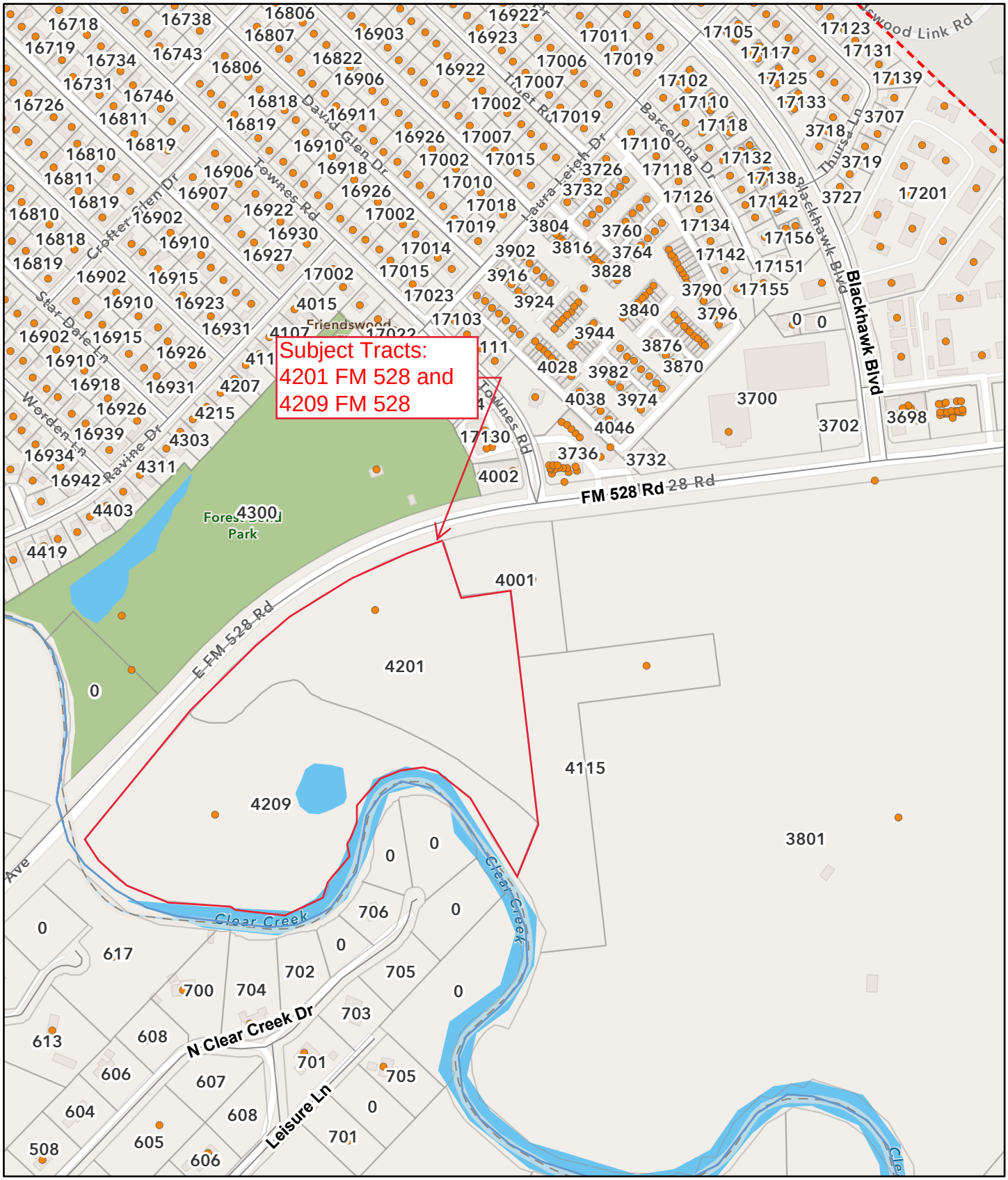
APPROVED AS TO FORM:

_____

KAREN L. HORNER, City Attorney

Exhibit "A"

City of Friendswood



4/1/2024, 1:58:42 PM

1:6,739

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Address Points

City Limit

Parcels

Streets

Surrounding Cities

Water Lines

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Permit No. _____

SPECIFIC USE PERMIT

WHEREAS, Clear Creek Community Church (the "Owner"), which owns 31.18 acres of land located at 4201 and 4209 FM 528 Rd., known as Reserves B and D in the Final Plat of Clear Creek Community Church of Friendswood recorded in Harris County Real Property Records, RP-2020-230485, Harris County, Friendswood, Texas (the "Property"), filed an application for a specific use permit with the Planning and Zoning Commission (the "Commission"); and

WHEREAS, in addition to such application, the Applicant, in accordance with Section 9.G.3 of Appendix C "Zoning" of the Friendswood City Code, submitted all required plans, which are attached hereto as Exhibit "B" and incorporated herein for all intents and purposes; and

WHEREAS, the Commission, after due notice, conducted a public hearing on the application; considered the application, the relevant supporting materials, and public testimony; and prepared and delivered a final report and recommendation to the City Council to approve the proposed specific use permit based upon the criteria enumerated in Section 9.G.5 of Appendix C "Zoning" of the Friendswood City Code; and

WHEREAS, the City Council, after giving the proper notice of the public hearing as prescribed in Section 15 of Appendix C "Zoning" of the Friendswood City Code, held on this day the public hearing on the application for a Specific Use Permit; and

WHEREAS, at the public hearing, the City Council considered the application, the Commission report, the relevant supporting materials and the public testimony given at the public hearing; and

WHEREAS, after the close of the public hearing, the City Council made an affirmative finding:

a. that the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
b. that the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
c. that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
d. that the design, location and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
e. that the adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
f. that directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
g. that there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
h. that the proposed use is in accordance with the comprehensive plan;

NOW THEREFORE,

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

Section 1: The findings contained in the preamble hereof are declared to be true and correct and are hereby adopted.

Section 2: The following specific use for Property is hereby granted:

> To allow NAICS Use No. 8131 "Religious Organizations" on the Property pursuant to the plans included herein as Exhibit "A."

Section 3: Nothing herein shall be construed as to authorize any other variance, exception, or deviation from the Friendswood City Code.

Section 4: This Specific Use Permit shall take effect immediately from and after the date stated hereinbelow and shall expire on June 3, 2026, if construction or use authorized herein not substantially under way and if no extension has been granted by the City Council.

SIGNED on this the 3rd day of June, 2024, after passage by the City Council of the City of Friendswood.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2024\06-03-2024\Exhibit B - SUP.docx

Original plans approved subject to PUD 2015-18.

True Grid Parking Area: Permit 2022-1390

Fence: Permit 2022-4110

Storage Building: Permit 2023-0366

Slide and Shade Structure: Permit 2024-1384

Exhibit "A"

CLEAR CREEK COMMUNITY CHURCH

CITY OF FRIENDSWOOD
ALL SIGNAGE TO BE PERMITTED SEPARATELY

4201 FM 528
FRIENDSWOOD,TEXAS 77546

TDLR# TABS2019005559

REVIEWED FOR CODE COMPLIANCE
DATE: 3/4/2020
OFFICIAL:
APPROVED FOR CONSTRUCTION — NOT FOR CONSTRUCTION
CITY CONTRACTOR COPY

CODE ANALYSIS

APPLICABLE CODES

2012 INTERNATIONAL BUILDING CODE (IBC)
2012 INTERNATIONAL PLUMBING CODE (IPC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)
2012 INTERNATIONAL FIRE CODE (IFC)
2012 IECC
2011 NEC

CODE ANALYSIS SUMMARY

§503 CONSTRUCTION TYPE: II-B - 1 story above grade
OCCUPANCY TYPE: A-3

ALLOWABLE AREA CALCULATIONS:

ALLOWABLE AREA: 9,500 SF, 2 STORIES (Table 503)

AREA INCREASES:
FRONTAGE WITH 60' ON ALL SIDES
SINGLE STORY - UNLIMITED ALLOWED
AUTOMATIC SPRINKLER SYSTEM INCREASE:

TOTAL ALLOWABLE BUILDING AREA: 43,985 SF

BUILDING AREA PROVIDED: 36,950 SF

BUILDING HEIGHT ALLOWABLE: 50'-0"
BUILDING HEIGHT PROVIDED: 43'-0"

DEFERRED APPROVALS

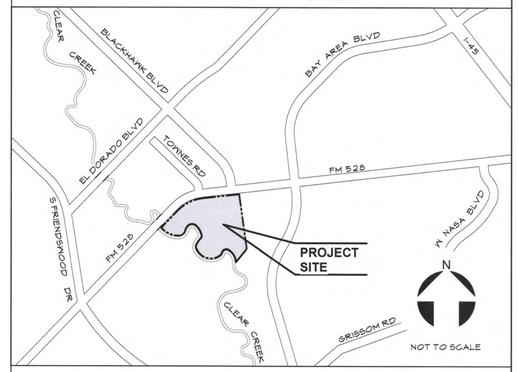
1. FIRE SPRINKLER AND PROTECTION SHOP DRAWINGS

SCOPE OF WORK

SINGLE STORY, NEW CONSTRUCTION OF 36,000 SF (+/-) RELIGIOUS WORSHIP BUILDING INCLUDING AUDITORIUM, SEATING, CLASSROOM, AND SUPPORT SPACES.

SITE DEVELOPMENT INCLUDING UTILITIES, PARKING, ENTRY PLAZAS, EXTERIOR PLAY/GATHERING AREAS

VICINITY MAP



CONSTRUCTION DOCUMENTS PLAN APPROVAL

APPROVED BY: _____

NAME/TITLE: _____

DATE: _____

RETURN SIGNED SET TO VISIONEERING STUDIOS

REVISIONS/ DOCUMENT ISSUANCE

NO.	DATE	DESCRIPTION
	03-20-2019	BID SET
	08-09-2019	PERMIT SET
	10-16-2019	PLAN CHECK COMMENTS #1
	11-22-2019	PLAN CHECK COMMENTS #2

NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
PERMIT SET
08.09.2019

ALL APPROVED PLANS TO STAY ON JOBSITE AT ALL TIMES

Windstorm letter due prior to Cover Inspection

Slab Elevation to comply with City of Friendswood Flood Ordinance

Form Survey Required

Friendswood Fire Marshal's Office
Received 12/11/19 FMO
Reviewed 12/11/19 FMO
See FMO Plan Review Form

PLAN CHECK COMMENTS RESUBMITTAL #2 - 11.22.19

2

VISIONEERING STUDIOS Architecture
www.VisioneeringStudios.com
820 16th Street, Suite 420
Denver, Co 80202

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Seal

REGISTERED ARCHITECT BARRY C. MORRIS 24975 STATE OF TEXAS

Consultant

Barry Morris Digitally signed by Barry Morris Date: 2019.12.10 10:09:15-06'00'

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
4201 FM 528
FRIENDSWOOD,TEXAS 77546
COVER SHEET

CITY SET

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION
2	11/22/19	PLAN COMMENTS #2

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	TEAM
Checked By	AV
Approved By	BM

Project No. 16118

Date 08.09.2019

Project Status
PERMIT SET

COVER SHEET

CS

11/22/2019 2:01:09 PM C:\Users\bmorris\Documents\Friendswood CCCC_2018_bmorris.rvt

GENERAL NOTES:

1. REFERENCE LINES AND GRADES. THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.
2. EXISTING UTILITIES. VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
3. PIPELINES. NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.
4. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LINES HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL & CIVIL LIABILITY.
5. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY WETLAND VEGETATION OR DISTURB DRAINAGE PATTERNS.
6. PERMITS. OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.
7. SAFETY: OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD R.O.W.S.
8. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.
9. GEOTECHNICAL PLANS PROVIDED BY QC LABORATORIES, INC. PROJECT NO. 16G13593 DATED 1/20/2017.
10. REFER TO ARCHITECTURAL PLANS FOR DIMENSIONAL SITE PLAN.

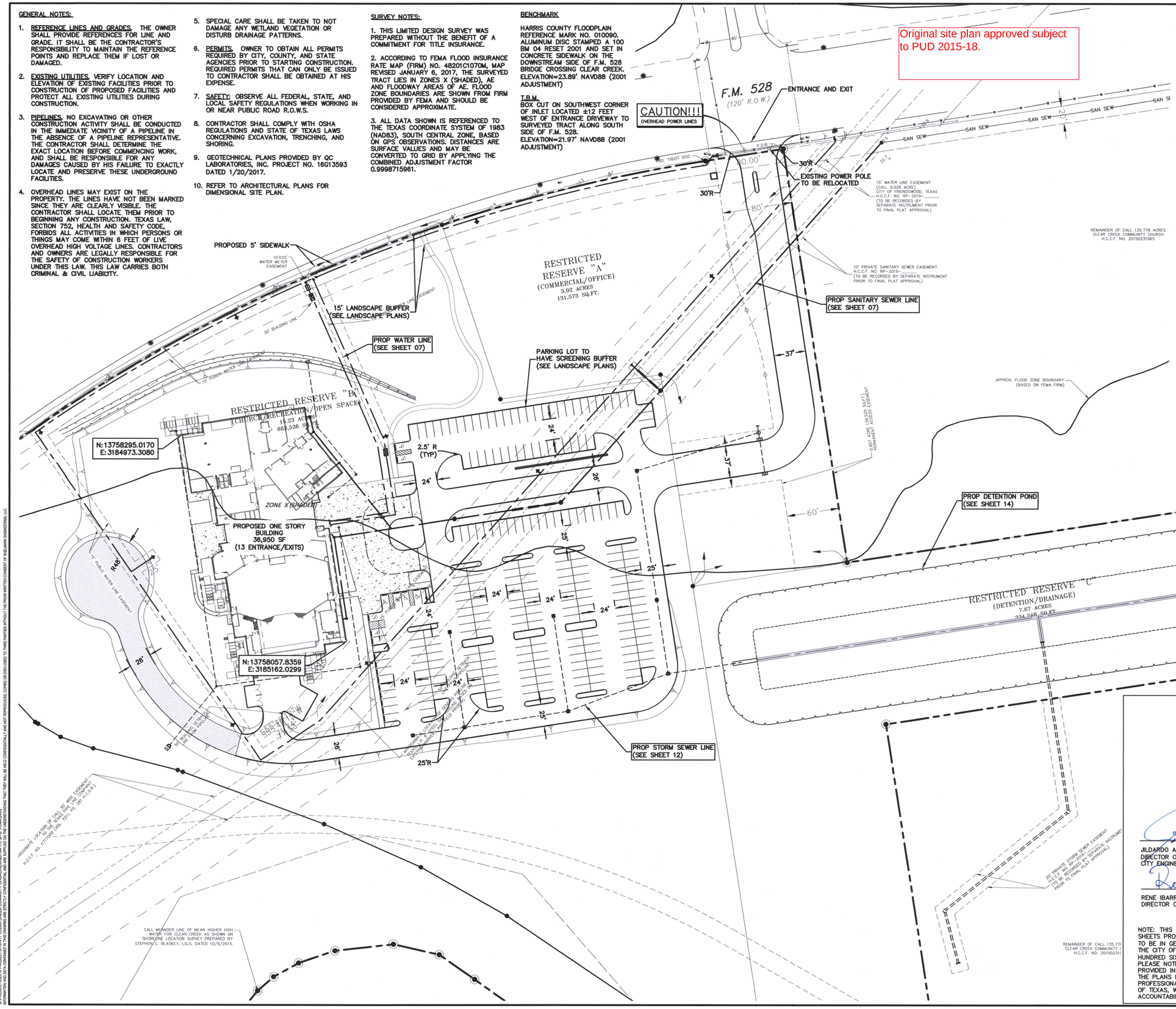
SURVEY NOTES:

1. THIS LIMITED DESIGN SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 48201C1070M, MAP REVISED JANUARY 6, 2017, THE SURVEYED TRACT LIES IN ZONES X (SHADED), AE AND FLOODWAY AREAS OF AE. FLOOD ZONE BOUNDARIES ARE SHOWN FROM FIRM PROVIDED BY FEMA AND SHOULD BE CONSIDERED APPROXIMATE.
3. ALL DATA SHOWN IS REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS OBSERVATIONS. DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED ADJUSTMENT FACTOR 0.9998715961.

BENCHMARK

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010090. ALUMINUM DISC STAMPED A 100 BM 04 RESET 2001 AND SET IN CONCRETE SIDEWALK ON THE DOWNSTREAM SIDE OF F.M. 528 BRIDGE CROSSING CLEAR CREEK. ELEVATION=23.89' NAVD88 (2001 ADJUSTMENT)

T.B.M.
BOX CUT ON SOUTHWEST CORNER OF INLET LOCATED ±12 FEET WEST OF ENTRANCE DRIVEWAY TO SURVEYED TRACT ALONG SOUTH SIDE OF F.M. 528. ELEVATION=21.97' NAVD88 (2001 ADJUSTMENT)



50 0 50 100 150 Feet
SCALE: 1"=50'

NOTES:

1. REFER TO LANDSCAPE PLANS FOR LANDSCAPING AND BUFFER.
2. REFER TO ARCHITECTURAL PLANS FOR THE DUMPSTER ENCLOSURE DETAIL.
3. ZONING FOR PROPERTY IS P.U.D.

LOT COVERAGE SUMMARY

RESERVE B – 1,448,343 SF
PARKING – 106,112 SF (7% COVERAGE)
BUILDING – 36,950 SF (3% COVERAGE)

COVERAGE PROVIDED – 10%

PARKING SUMMARY

RELIGIOUS ORGANIZATION –
0.4 SPACE PER 1 SEATS
AUDITORIUM OCCUPANT LOAD –
593 SEATS
SPACES REQUIRED – 238

ACCESSIBLE SPACES REQUIRED
FOR 201 TO 300 SPACES – 7 REQ.

TOTAL PROVIDED

STANDARD SPACES – 236
ACCESSIBLE SPACES – 8
TOTAL SPACES PROVIDED – 244

PIPELINE NOTES:
1. CONTRACTOR SHALL NOTIFY GENESIS PIPELINE 24 HOURS PRIOR TO CONSTRUCTION AT 832-603-9937 OR 281-573-5433 (MOBILE).
2. CONTRACTOR SHALL PROVIDE A TEMPORARY 4' DIRT MOUND TO COVER PIPELINE DURING CONSTRUCTION.

FRIENDSWOOD TEXAS

2/13/2020
JILDARDO ARIAS, P.E., CFM
DIRECTOR OF ENGINEERINF & PROJECTS/
CITY ENGINEER
DATE

2/13/2020
RENE 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 COMPLIANCE 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 CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEERS RESPONSIBILITY AND ACCOUNTABILITY.
EFFECTIVE DATE: APRIL 3RD, 2019

STATE OF TEXAS
MARCUS J. MICHNA
84739
LICENSED
PROFESSIONAL ENGINEER
2-20-2020

CLEAR CREEK COMMUNITY CHURCH
3801 F.M. 528
FRIENDSWOOD, TEXAS 77546

PROJECT:

SHELMARK ENGINEERING, L.L.C.
CIVIL ENGINEERING | PROJECT MANAGEMENT
921 FM 517 ROAD EAST | DICKINSON, TEXAS 77539
TX FIRM NO. F-2115

ISSUED FOR
08/09/19 PERMIT SET
10/16/19 CITY COMMENTS
11/22/19 CITY COMMENTS #2
01/17/20 CITY COMMENTS #3

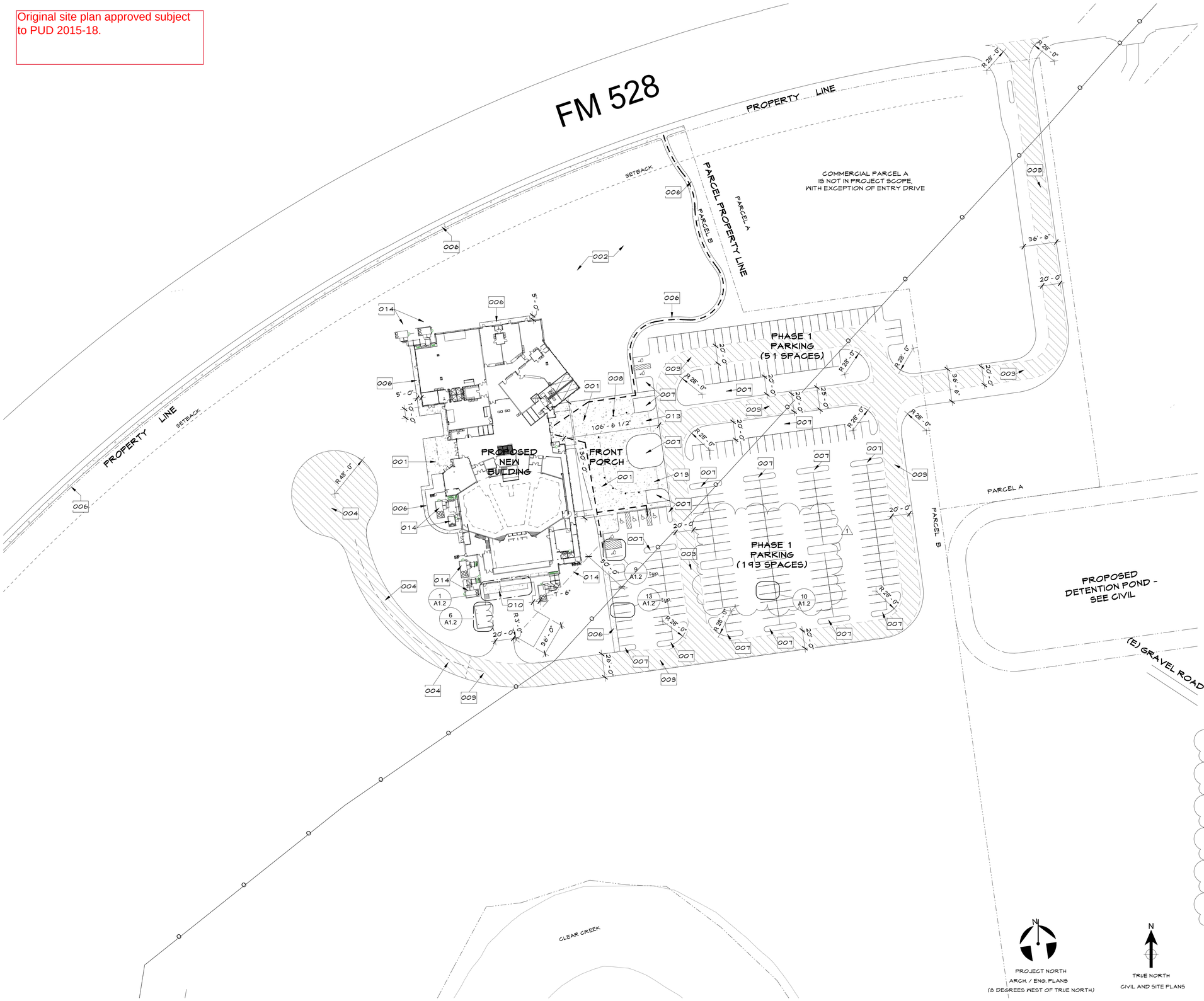
DWG NAME: SITE PLAN

DWG NO: 06 OF 33

SCALE:	BY:
1:50	CLI
JOB NO: 16-417	REV: -

S:\PROJECTS\2016 PROJECTS\16-417 CLEAR CREEK COMMUNITY CHURCH\DWG\16417CC SITE PLAN.DWG
WARNING AND DISCLAIMER OF WARRANTIES: THIS DRAWING IS EFFECTIVELY CONFIDENTIAL AND WAS SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

Original site plan approved subject to PUD 2015-18.



SITE PLAN LEGEND

- FLOODPLAIN BOUNDARY
- 100-YEAR FLOOD LINE
- SETBACK LINE
- GENESIS PIPELINE
- FUTURE PAVING
- GREY CONCRETE HARDSCAPE PAVED PLAZA AND SIDEWALKS, SEE CIVIL AND LANDSCAPE DWGS FOR MORE INFORMATION.
- FIRE ACCESS LANE
- ADA ACCESSIBLE PARKING SPOT
- ADA ACCESSIBLE PATH

SITE PLAN KEYED NOTES

KEYED NOTES - SITE

001 ENTRY PLAZA SCORED GREY CONCRETE HARDSCAPE, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
002 OPEN FIELD AREA, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
003 PAVED FIRE ACCESS ROAD, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
004 STABILIZED CRUSHED GRAVEL FIRE ACCESS ROAD AND TURNAROUND, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
006 GREY CONCRETE SIDEWALK HARDSCAPE, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
007 LANDSCAPED ISLAND, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
008 REMOVABLE DECORATIVE BOLLARDS, REFER TO LANDSCAPE AND CIVIL PLANS FOR EXACT LOCATIONS AND DETAILS.
010 LOADING DOCK, STAIRS, AND RAMP, SEE ARCH AND STRL ENLARGED PLANS/DETAILS FOR MORE INFO.
013 SPEED TABLE AT ENTRY PLAZA DROP-OFF AREA, REFER TO LANDSCAPE AND CIVIL PLANS FOR MORE INFO.
014 HVAC UNITS ON CONCRETE PADS ON GRADE, REFER TO MECHANICAL DWGS FOR MORE INFO.

PARKING COUNT - PHASE 1

RELIGIOUS ORGANIZATION - 0.4 SPACE PER 1 SEATS
AUDITORIUM OCCUPANT LOAD - 593 SEATS
SPACES REQUIRED - 593 X 0.4 = 238

ACCESSIBLE SPACES REQUIRED FOR 201-300 SPACES = 7 REQ.

TOTAL PARKING PROVIDED
STANDARD SPACES 236
ACCESSIBLE SPACES 8
TOTAL 244

(PARKING SPACE DIMENSIONS : 9' X 18')

PARKING SPACE LOCATION	COUNT
NORTH PARKING LOT (INCL. 2 ADA SPOTS)	51
SOUTH PARKING LOT (INCL. 6 ADA SPOTS)	193
TOTAL PARKING SPACES	244

SITE PLAN - PARCEL | SCALE 1" = 50'-0" | 1

VISIONEERING STUDIOS Architecture
www.VisioneeringStudios.com
820 16th Street, Suite 420
Denver, Co 80202

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Seal

REGISTERED ARCHITECT HENRY C. MORRIS 24975 STATE OF TEXAS
11/22/19

Consultant

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
4201 FM 528
FRIENDSWOOD, TEXAS 77546
PARCEL SITE PLAN

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION
B	4/26/2019	Bid Addendum #B
1	10/16/19	PLAN COMMENTS #1
2	11/22/19	PLAN COMMENTS #2

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	DM/JP/TT/GT/GC
Checked By	AV/MVP
Approved By	GC/MVP

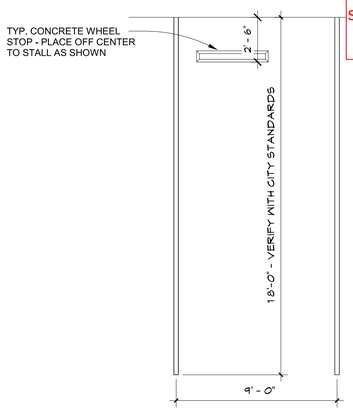
Project No. 16118
Date 08.09.2019
Project Status
PERMIT SET

PARCEL SITE PLAN

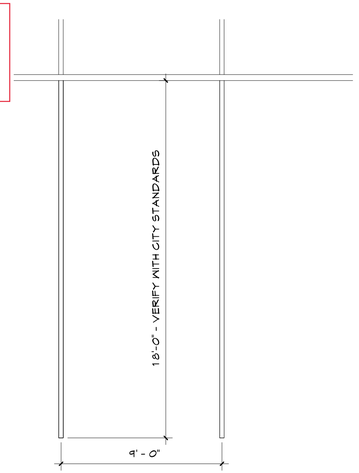
A1.1

12/6/2019 9:44:38 AM C:\Users\bmorris\Documents\Friendswood CCCC 2018_bmorris.rvt

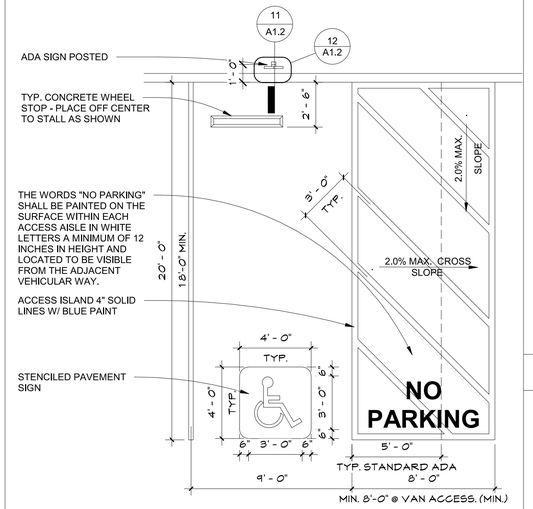
Original dumpster enclosure and handicap parking plans approved subject to PUD 2015-18.



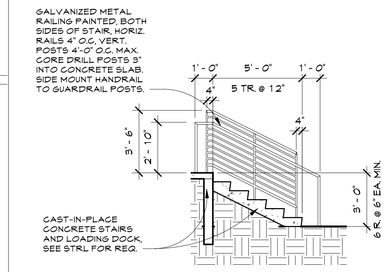
TYP. STALL HEAD-IN | SCALE 1/4" = 1'-0" | 13



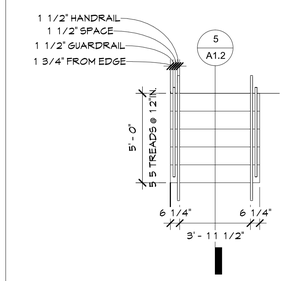
TYP. STALL HEAD-TO-HEAD | SCALE 1/4" = 1'-0" | 10



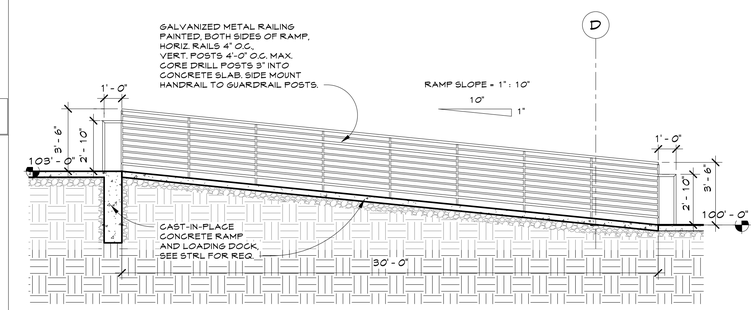
A.D.A. PARKING STALL LAYOUT | SCALE 1/4" = 1'-0" | 9



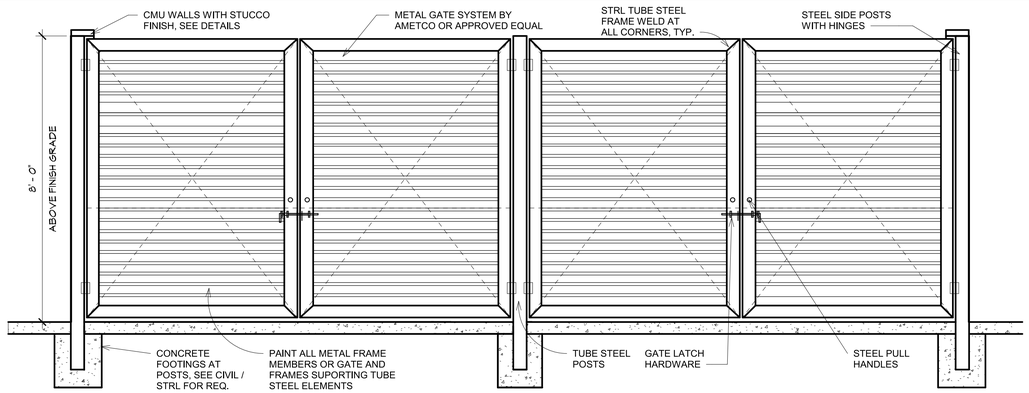
L. DOCK STAIR SECT | SCALE 1/4" = 1'-0" | 5



LD. DOCK STAIR | SCALE 1/4" = 1'-0" | 4

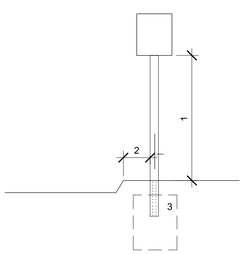


LOADING DOCK RAMP | SCALE 1/4" = 1'-0" | 3



GATE ENCLOSURE DETAIL | SCALE 1/2" = 1'-0" | 8

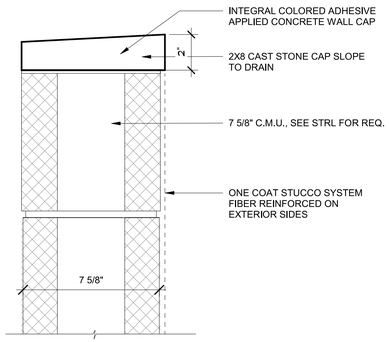
ACCESSIBLE PARKING SIGN | SCALE N.T.S. | 12



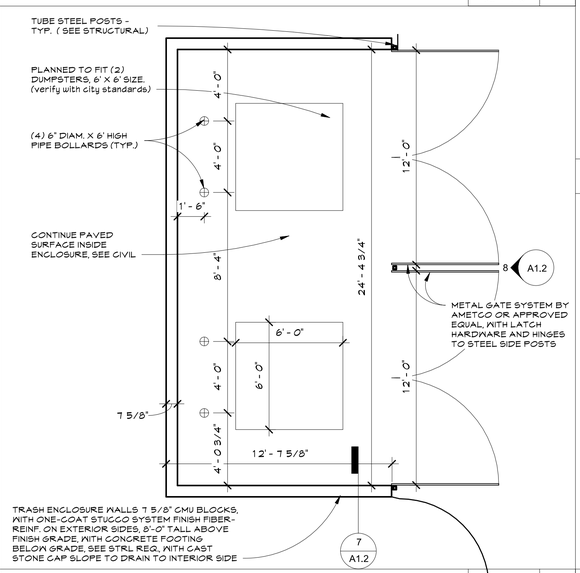
1. HEIGHT OF SIGN IN SIDEWALK OR PEDESTRIAN AREAS SHALL BE 7'-0" AND 5'-0" IN ALL OTHER AREAS.
2. DEPTH OF SIGN SHALL BE 18 INCHES FROM STANDARD CURB AND 24 INCHES WITH ROLLED CURB TO CENTER OF POST.
3. BURY DEPTH SHALL BE A MINIMUN OF 24 INCHES

NOTE:
SIGNS MAY BE MOUNTED ON EXISTING POSTS OR BUILDINGS IF CENTERLINE OF SIGN IS NO MORE THAN 24 INCHES FROM EDGE OF ROADWAY.

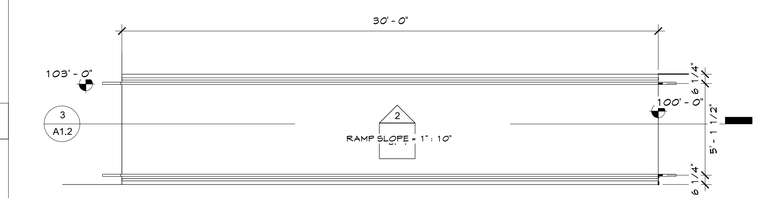
SIGN MOUNTING DETAIL | SCALE 1/4" = 1'-0" | 11



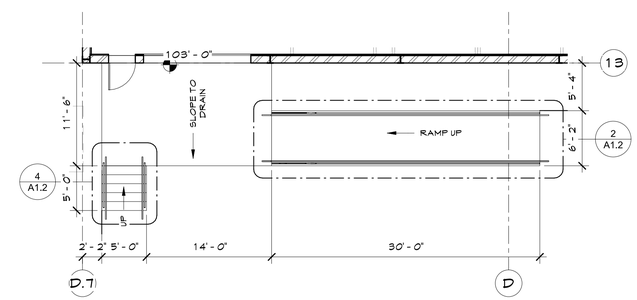
CMU WALL CAP DTL | SCALE 3" = 1'-0" | 7



TRASH ENCLOSURE PLAN | SCALE 1/4" = 1'-0" | 6



LOADING DOCK RAMP AND STAIRS | SCALE 1/4" = 1'-0" | 2



LOADING DOCK PLAN | SCALE 1/8" = 1'-0" | 1

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Seal

REGISTERED ARCHITECT JOHNNY C. MORRIS 24975 STATE OF TEXAS
8/28/19

Consultant

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER
3801 FM 528
FRIENDSWOOD,TEXAS 77546
ENLARGED SITE PLANS & DETAILS

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	DM/JP/TT/GT/GC
Checked By	AV/MVP
Approved By	GC/MVP
Project No.	16118
Date	08.09.2019

Project Status
PERMIT SET

ENLARGED SITE PLANS & DETAILS

A1.2

8/27/2019 3:43:26 PM C:\Users\bmorris\Documents\Friendswood CCCC 2018 bmorris.rvt

Original Landscape Plan approved subject to PUD 2015-18.

LANDSCAPE TABLE - COMMUNITY OVERLAY DISTRICT

OR Large Parking Lot (more than 20 cars)

Total Area of Parking & Driveways (Area)	106,112	x 20% =	21,222	Landscaping Area Required
			25,378	Landscaping Area Provided
Required landscaping	21,222	x 50% =	10,611	Landscape Area in Islands Required
			12,084	Landscape Area in Islands Provided

*1 tree required per island

AND Perimeter Landscaping: 1 tree per 30 linear feet for property lines not requiring a landscape buffer

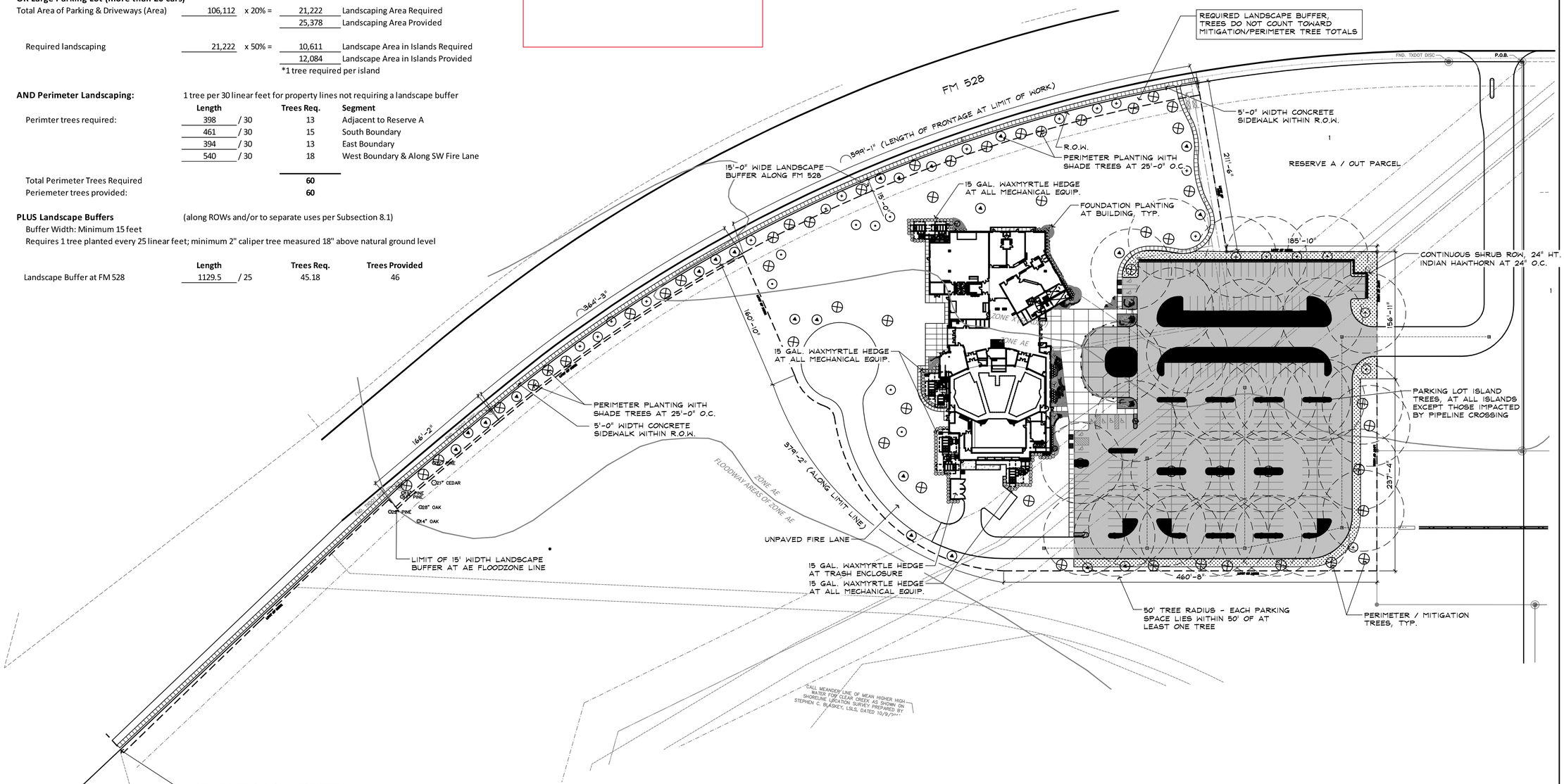
	Length		Trees Req.	Segment
Perimter trees required:	398	/ 30	13	Adjacent to Reserve A
	461	/ 30	15	South Boundary
	394	/ 30	13	East Boundary
	540	/ 30	18	West Boundary & Along SW Fire Lane
Total Perimeter Trees Required			60	
Periemeter trees provided:			60	

PLUS Landscape Buffers (along ROWs and/or to separate uses per Subsection 8.1)

Buffer Width: Minimum 15 feet

Requires 1 tree planted every 25 linear feet; minimum 2" caliper tree measured 18" above natural ground level

	Length		Trees Req.	Trees Provided
Landscape Buffer at FM 528	1129.5	/ 25	45.18	46



PLANT LIST - CITY REQUIRED PLANT MATERIAL

TREES

BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
Quercus virginiana	Specimen Live Oak	102" SPADE	Machine Moved	Multi trunk, 3 to 5 trunks, full, 10'-12 spread, 15' min. height, 102" spade min.
Quercus virginiana	LIVE OAK	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Ulmus crassifolia	CEDAR ELM	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Quercus nuttallii	NUTTALL OAK	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Platanus mexicana	MEXICAN SYCAMORE	65 GAL.	Container	3.5" Caliper, 12'-14' Ht., 5'-6' sprd., full branching, straight trunk
Vitex agnus castus	VITEX	30 GAL.	Container	Multi-trunk, 5'-6' min ht., 4' min sprd., 3 to 5 canes, full
Ilex x attenuata	SAVANNAH HOLLY (TREE FORM)	30 GAL.	Container	10' min ht., 3' min. sprd., 48" clear trunk ht.
Magnolia grandiflora 'Little Gem'	LITTLE GEM MAGNOLIA	30 GAL.	Container	10' min ht., 3' min. sprd., 48" clear trunk ht.

SHRUBS / GROUNDCOVERS

BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
Myrica cerifera	WAXMYRTLE	15 GAL.	Container	Full, Well-rooted, 42" Ht., 30" Sprd., 48" o.c.
Raphiolepsis indica 'Snow White'	INDIAN HAWTHORN	3 GAL.	Container	Full, Well-rooted, 24" minimum ht., 24" Sprd., 24" o.c.

PAVED PARKING LOT AREAS: 106,112 SQUARE FEET

LANDSCAPED ISLANDS WITHIN PARKING: 12,084 SQUARE FEET

LANDSCAPED ADJACENT TO PARKING: 13,294 SQUARE FEET

6" CALIPER MACHINE MOVED OAK

LIVE OAK - 65 GAL. CONTAINER, 3.5" CALIPER

CEDAR ELM - 65 GAL. CONTAINER, 3.5" CALIPER

MEXICAN SYCAMORE - 65 GAL. CONTAINER, 3.5" CALIPER

NUTTALL OAK - 65 GAL. CONTAINER, 3.5" CALIPER

SCALE: 1"=60'-0"

0 30 60 120

N

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Robert E. DeForest III, Texas
Registered Landscape Architect #1367
For REVIEW Only: 3/26/2019
"NOT for regulatory approval, permitting or construction."

KGA DEFOREST DESIGN, LLC
LANDSCAPE ARCHITECTURE
24275 Katy Freeway Suite 300
Katy Texas 77494
281.646.1602 Phone
281.646.1641 Fax

CLEAR CREEK COMMUNITY CHURCH

NEW WORSHIP BUILDING

3801 FM 528
FRIENDSWOOD,TEXAS 77546

PLANTING ORDINANCE PLAN

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION

DESIGN TEAM

Designed By	CL
Drawn By	CL/ZS
Checked By	CL
Approved By	CL

Project No. 16118

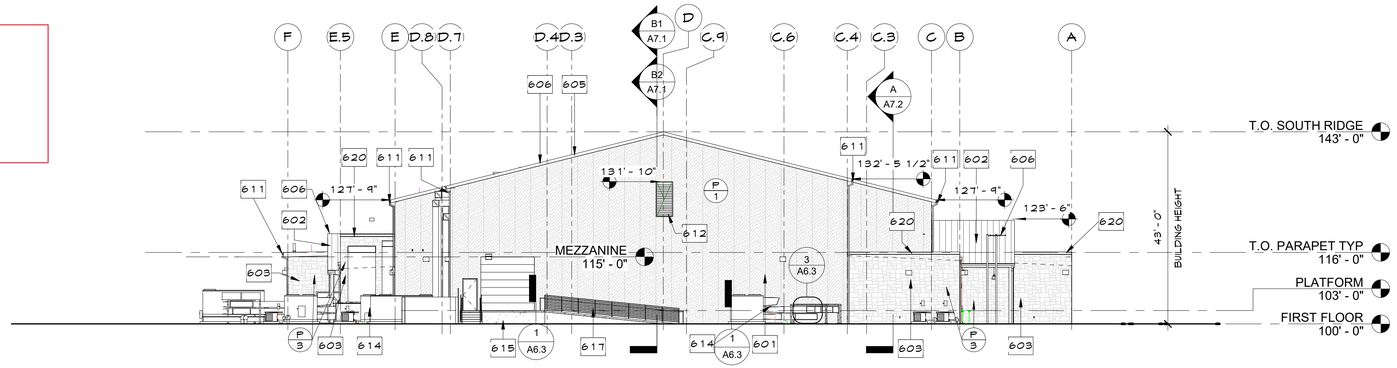
Date 8/09/2019

Project Status
PERMIT SET

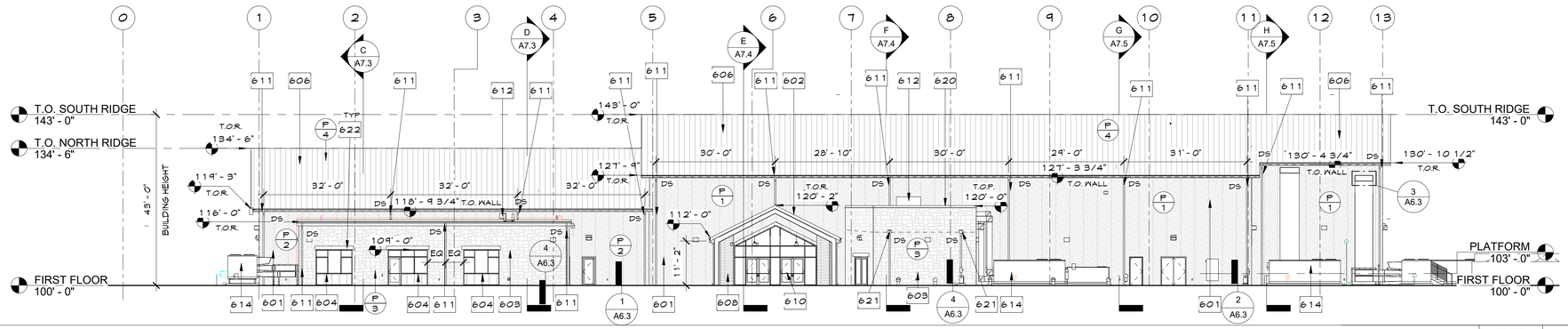
LANDSCAPE PLAN

LP-7

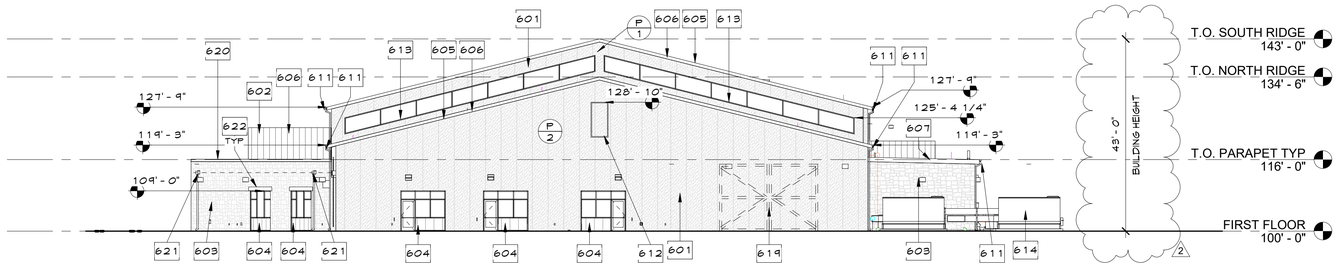
Original Elevation Plans approved subject to PUD 2015-18.



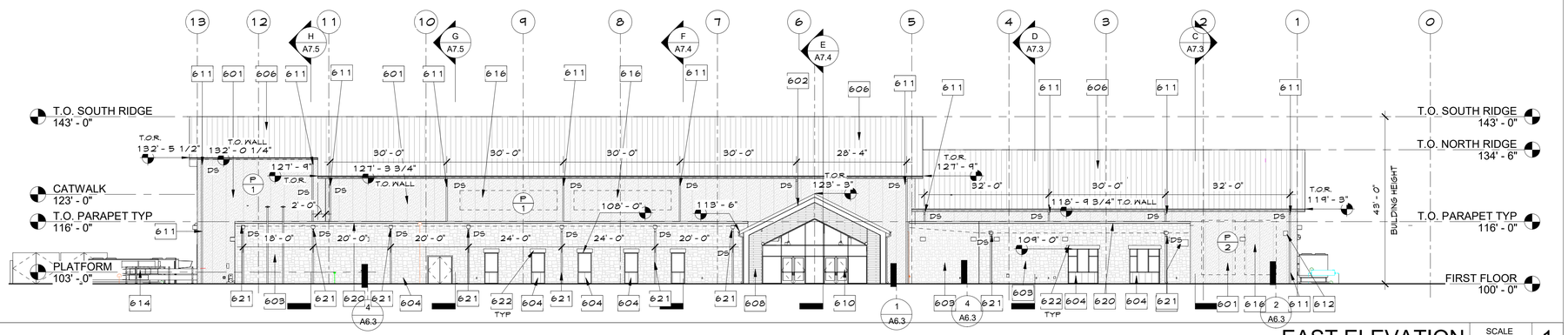
SOUTH ELEVATION — SCALE 1/16" = 1'-0" — 4



WEST ELEVATION — SCALE 1/16" = 1'-0" — 3



NORTH ELEVATION — SCALE 1/16" = 1'-0" — 2



EAST ELEVATION — SCALE 1/16" = 1'-0" — 1

ELEVATION LEGEND

ABBREVIATIONS:

DS	DOWNSPOUT LOCATION
T.O.	TOP OF
T.O.B.	TOP OF BEARING
T.O.C.C.	TOP OF CONCRETE CURB
T.O.S.	TOP OF SLAB
T.O.C.P.	TOP OF CONCRETE PAVER
T.O.G.R.	TOP OF GUARD RAIL
T.O.L.W.	TOP OF LOW WALL
T.O.P.	TOP OF PARAPET
T.O.R.	TOP OF ROOF
T.O.T.S.	TOP OF TOPPING SLAB
T.O.M.D.	TOP OF METAL DECK
T.O.C.	TOP OF CANOPY
T.O.M.	TOP OF MASONRY

ELEVATION COLOR LEGEND

- P 1 — PRE-ENG. MTL BLDG. - STUCCO-FACED INSULATED PANEL SIDING COLOR 1 - GREY - TO BE SELECTED BY ARCH.
- P 2 — PRE-ENG. MTL BLDG. - STUCCO-FACED INSULATED PANEL SIDING COLOR 2 - RED - TO BE SELECTED BY ARCH.
- P 3 — AUSTIN LIMESTONE ROCK VENEER - COLOR TO BE SELECTED BY ARCH.
- P 4 — STANDING SEAM METAL ROOF BY PEMB MANUF. - DARK GREY

KEYED NOTES

601	PER PRE-ENG. METAL BLDG. MANUF. - KINGSPAN STUCCO-TEXTURE PANELS, COLORS TO BE COORD. WITH BLDG. MANUF. PALETTE. SEE COLORS MARKED ON ELEVATIONS.
602	PER PRE-ENG. METAL BLDG. MANUF. - CANOPY STRUCTURE
603	AUSTIN LIMESTONE - STONE VENEER, SEE DETAILS AND SPECS
604	ALUMINUM STOREFRONT WINDOW SYSTEM WITH METAL SPANDREL ACCENT PANEL IN LOWER SECTION. SEE SCHEDULES, DETAILS, AND SPECS.
605	PER PRE-ENG. METAL BLDG. MANUF. - METAL ROOF FASCIA PANEL, COLOR TO BE SELECTED BY ARCHITECT FROM MANUF. PALETTE.
606	PER PRE-ENG. METAL BLDG. MANUF. - METAL STANDING SEAM ROOFING ASSEMBLY
607	SINGLE-PLY MEMBRANE ROOF SYSTEM, SEE DETAILS AND SPECS.
608	MANUFACTURED "RECLAIMED" WOOD SIDING - STAINED FINISH, SEE DETAILS AND SPECS.
610	ALUMINUM STOREFRONT WINDOW SYSTEM, SEE SCHEDULES, DETAILS, AND SPECS.
611	PER PRE-ENG. METAL BLDG. MANUF. - METAL GUTTER WITH LEADERHEADS AND DOWNSPOUTS. SPACING DIMENSIONS SHOWN FOR DESIGN INTENT.
612	MECH. LOUVERED VENT, SEE MECH. DWGS. FOR MORE INFO.
613	CLERESTORY WINDOWS - ALUMINUM STOREFRONT WINDOW SYSTEM.
614	HVAC UNITS, REF. MECHANICAL PLANS, TYP.
615	LOADING DOCK, SEE STRL FOR REQUIREMENTS.
616	EXTERIOR GRAPHICS/SIGNAGE BY OWNER, LOCATIONS TO BE DECIDED BY OWNER
617	METAL RAILING GALVANIZED AND PAINTED
619	PROPOSED FUTURE SIDING DESIGN FEATURE.
620	PRE-FIN. METAL PARAPET COPING CAP, SEE DETAILS AND SPECS.
621	PRE-FIN. METAL SCUPPER, LEADER HEAD, AND DOWNSPOUT WITH THROUGH-WALL FLASHING SEALED FOR WATERTIGHT CONDITION. DOWNSPOUT LEADER SIZE 5X4.
622	HEADER STONE - BY STONE VENEER MANUF. - TYP.

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Seal

REGISTERED ARCHITECT — JERRY C. MORRIS — 24975 — STATE OF TEXAS

11/22/19

Consultant

CLEAR CREEK COMMUNITY CHURCH
NEW WORSHIP AND CHILDREN'S MINISTRY CENTER

4201 FM 528
FRIENDSWOOD, TEXAS 77546

EXTERIOR ELEVATIONS

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION
2	11/22/19	PLAN COMMENTS #2

DESIGN TEAM

Designed By	RB/MVP/GC
Drawn By	TEAM
Checked By	AV
Approved By	GC

Project No. 16118

Date 08.09.2019

Project Status
PERMIT SET

EXTERIOR ELEVATIONS

A6.1

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Original elevation plans approved subject to PUD 2015-18.

Bird's Eye View of Phase 1 – Church Facility

CLEAR CREEK COMMUNITY CHURCH

VISIONEERING STUDIO

Pedestrian View of Phase 1 – Church Facility

CLEAR CREEK
COMMUNITY CHURCH

VISIONEERING STUDIO

East Elevation

North Elevation

CLEAR CREEK
COMMUNITY CHURCH

VISIONEERING STUDIO

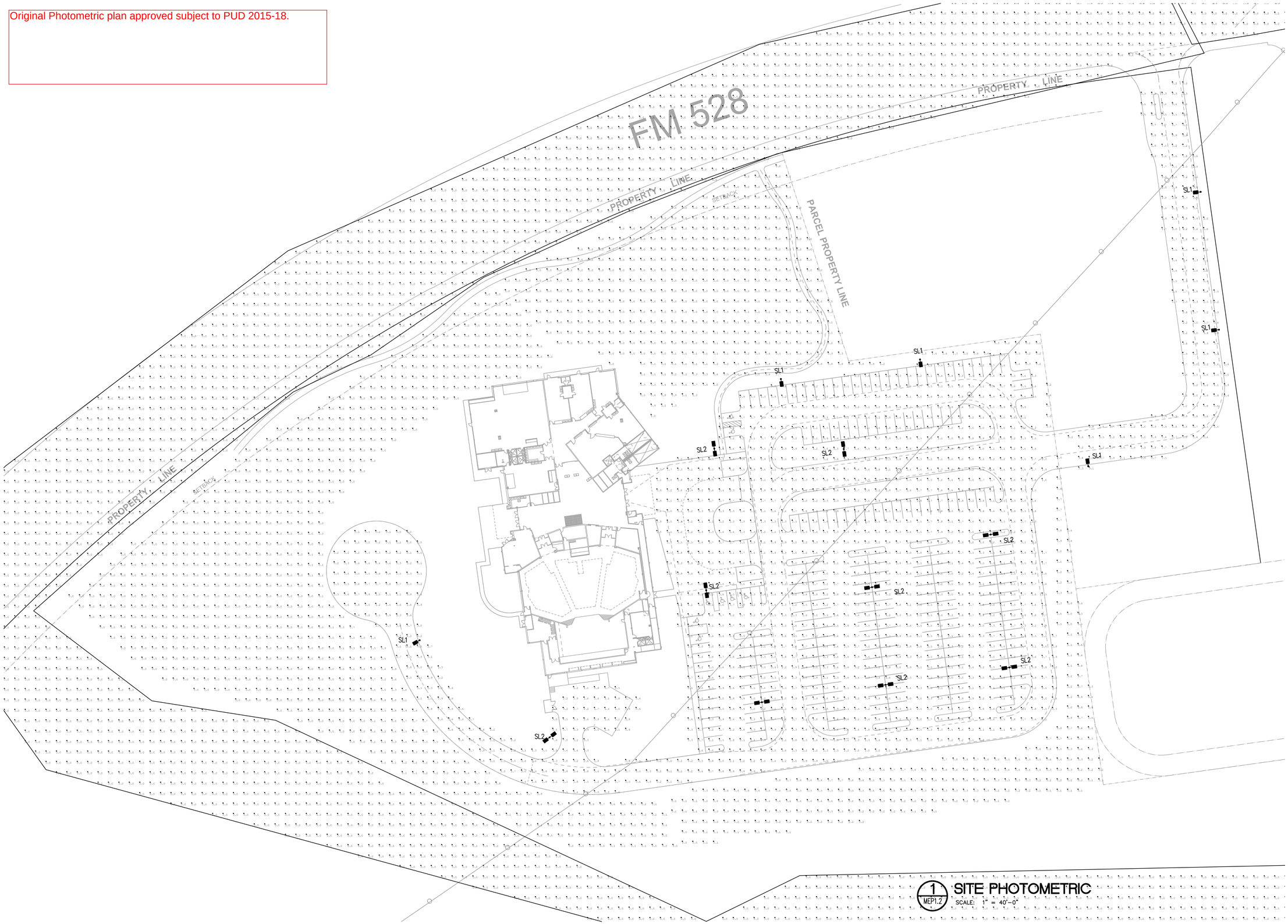
West Elevation

South Elevation

CLEAR CREEK
COMMUNITY CHURCH

VISIONEERING STUDIO

Original Photometric plan approved subject to PUD 2015-18.



1 MEP1.2 SITE PHOTOMETRIC
SCALE: 1" = 40'-0"

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Digitally signed by Adam Jones
Date: 2019.09.03 11:36:19-05'00'

Consultant
DBR
MEP ENGINEERING, TBPE Firm Registration No. 2234
9990 Richmond Ave S. Building, Suite 300 Houston, Tx 77042

DBR Project Number	170061.000

AJ	DR	PW	JD	--

CLEAR CREEK COMMUNITY CHURCH

NEW WORSHIP BUILDING

135 ACRE TRACT
F.M. 528
FRIENDSWOOD, HARRIS COUNTY, TEXAS

MEP SITE PLAN

SHEET ISSUE & REVISION

#	DATE	DESCRIPTION

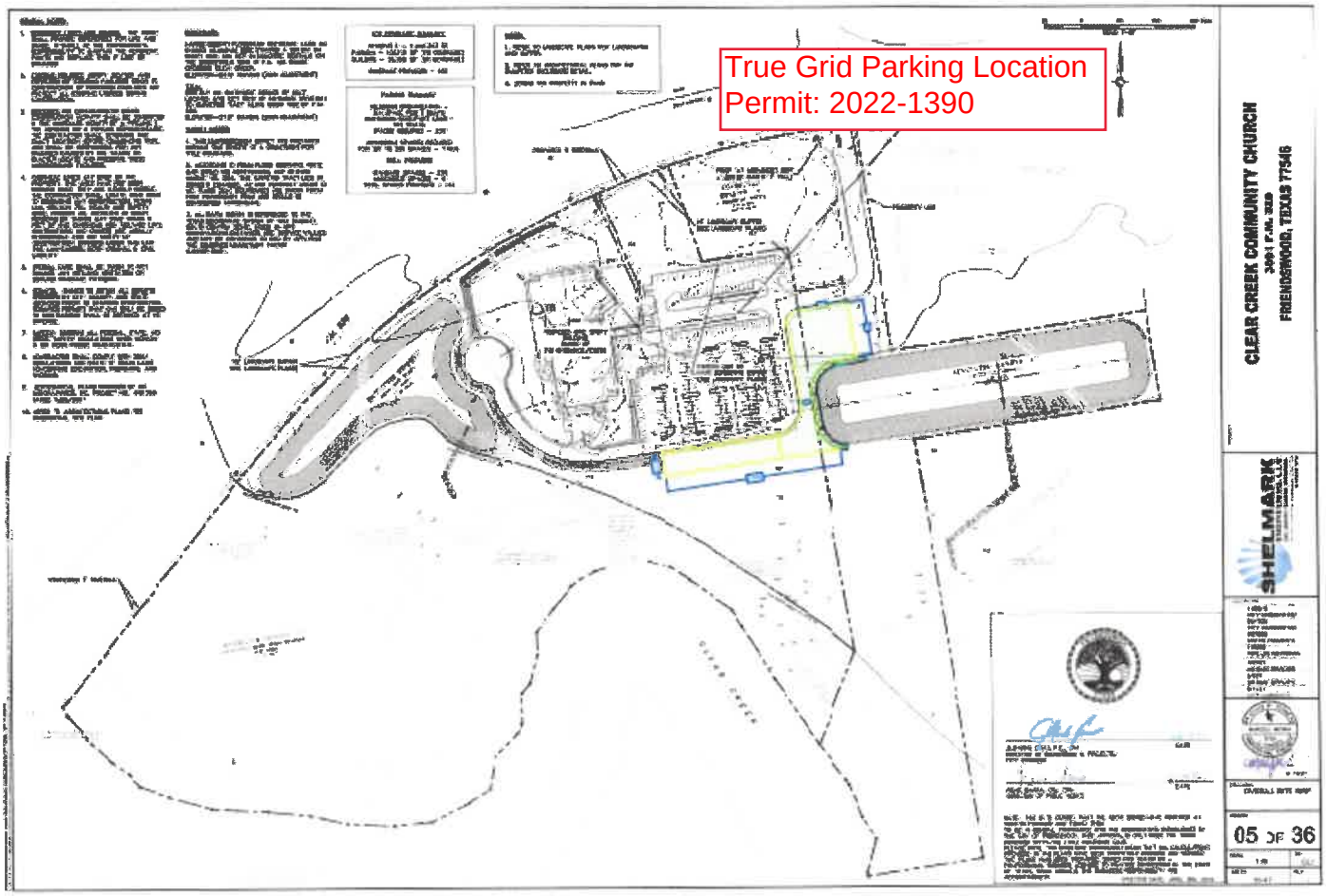
DESIGN TEAM

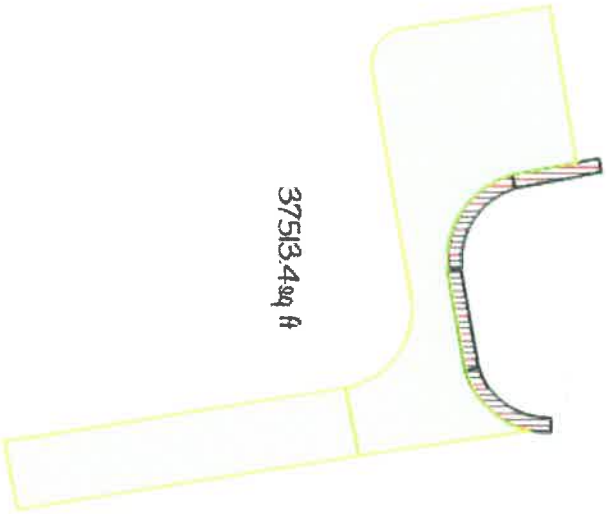
Designed By	*Designer*
Drawn By	*Author*
Checked By	*Checker*
Approved By	*Approver*
Project No.	16118
Date	08.09.19

Project Status
PERMIT SET

SITE PHOTOMETRIC

MEP1.2


True Grid Parking Location
Permit: 2022-1390
CLEAR CREEK COMMUNITY CHURCH
FRIENDSWOOD, TEXAS 77546
SHELMARK
05 OF 36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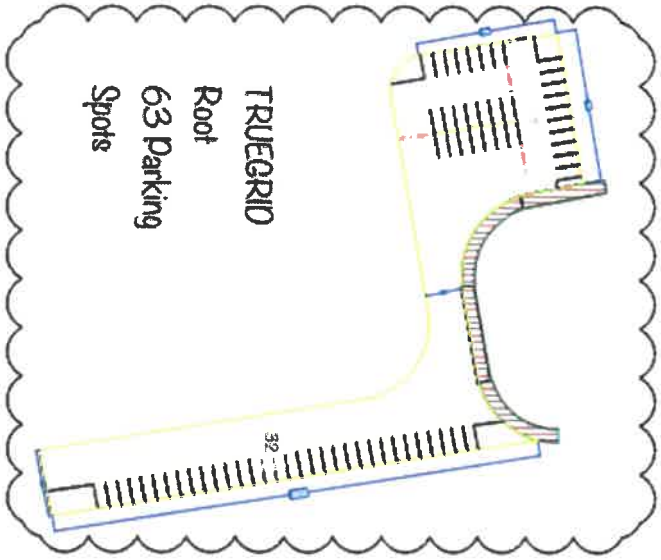

TRUEGRID
Root
63 Parking
Spots
32

GENERAL NOTES:

1. REFERENCE LINES AND GRADES: THE OWNER SHALL PROVIDE REFERENCES FOR LINE AND GRADE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE REFERENCE POINTS AND REPLACE THEM IF LOST OR DAMAGED.
2. EXISTING UTILITIES: VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
3. PIPELINES: NO EXCAVATING OR OTHER CONSTRUCTION ACTIVITY SHALL BE CONDUCTED IN THE IMMEDIATE VICINITY OF A PIPELINE IN THE ABSENCE OF A PIPELINE REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.
4. OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LINES HAVE NOT BEEN MARKED SINCE THEY ARE CLEARLY VISIBLE. THE CONTRACTOR SHALL LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL & CIVIL LIABILITY.
5. SPECIAL CARE SHALL BE TAKEN TO NOT DAMAGE ANY WETLAND VEGETATION OR DISTURB DRAINAGE PATTERNS.
6. PERMITS: OWNER TO OBTAIN ALL PERMITS REQUIRED BY CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR SHALL BE OBTAINED AT HIS EXPENSE.
7. SAFETY: OBSERVE ALL FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS WHEN WORKING IN OR NEAR PUBLIC ROAD R.O.W.S.
8. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, AND SHORING.
9. GEOTECHNICAL PLANS PROVIDED BY QC LABORATORIES, INC. PROJECT NO. 16013593 DATED 1/20/2017.
10. REFER TO ARCHITECTURAL PLANS FOR DIMENSIONAL SITE PLAN.

BENCHMARK

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 0100B0. ALUMINUM DISC STAMPED A 100 BM 04 RESET 2001 AND SET IN CONCRETE SIDEWALK ON THE DOWNSTREAM SIDE OF F.M. 528 BRIDGE CROSSING CLEAR CREEK.
ELEVATION=23.89' NAVD88 (2001 ADJUSTMENT)

T.B.M.
BOX CUT ON SOUTHWEST CORNER OF INLET LOCATED ±12 FEET WEST OF ENTRANCE DRIVEWAY TO SURVEYED TRACT ALONG SOUTH SIDE OF F.M. 528.
ELEVATION=21.97' NAVD88 (2001 ADJUSTMENT)

SURVEY NOTES:

1. THIS LIMITED DESIGN SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 48167C0018G, MAP REVISED AUGUST 15, 2018, THE SURVEYED TRACT LIES IN ZONES X (SHADED), AE AND FLOODWAY AREAS OF AE. FLOOD ZONE BOUNDARIES ARE SHOWN FROM FIRM PROVIDED BY FEMA AND SHOULD BE CONSIDERED APPROXIMATE.
3. ALL DATA SHOWN IS REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS OBSERVATIONS. DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED ADJUSTMENT FACTOR 0.9998715951.

LOT COVERAGE SUMMARY

RESERVE B – 1,448,343 SF
PARKING – 106,112 SF (7% COVERAGE)
BUILDING – 36,950 SF (3% COVERAGE)

COVERAGE PROVIDED – 10%

PARKING SUMMARY

RELIGIOUS ORGANIZATION – 0.4 SPACE PER 1 SEATS
AUDITORIUM OCCUPANT LOAD – 593 SEATS
SPACES REQUIRED – 238

ACCESSIBLE SPACES REQUIRED FOR 201 TO 300 SPACES – 7 REQ.

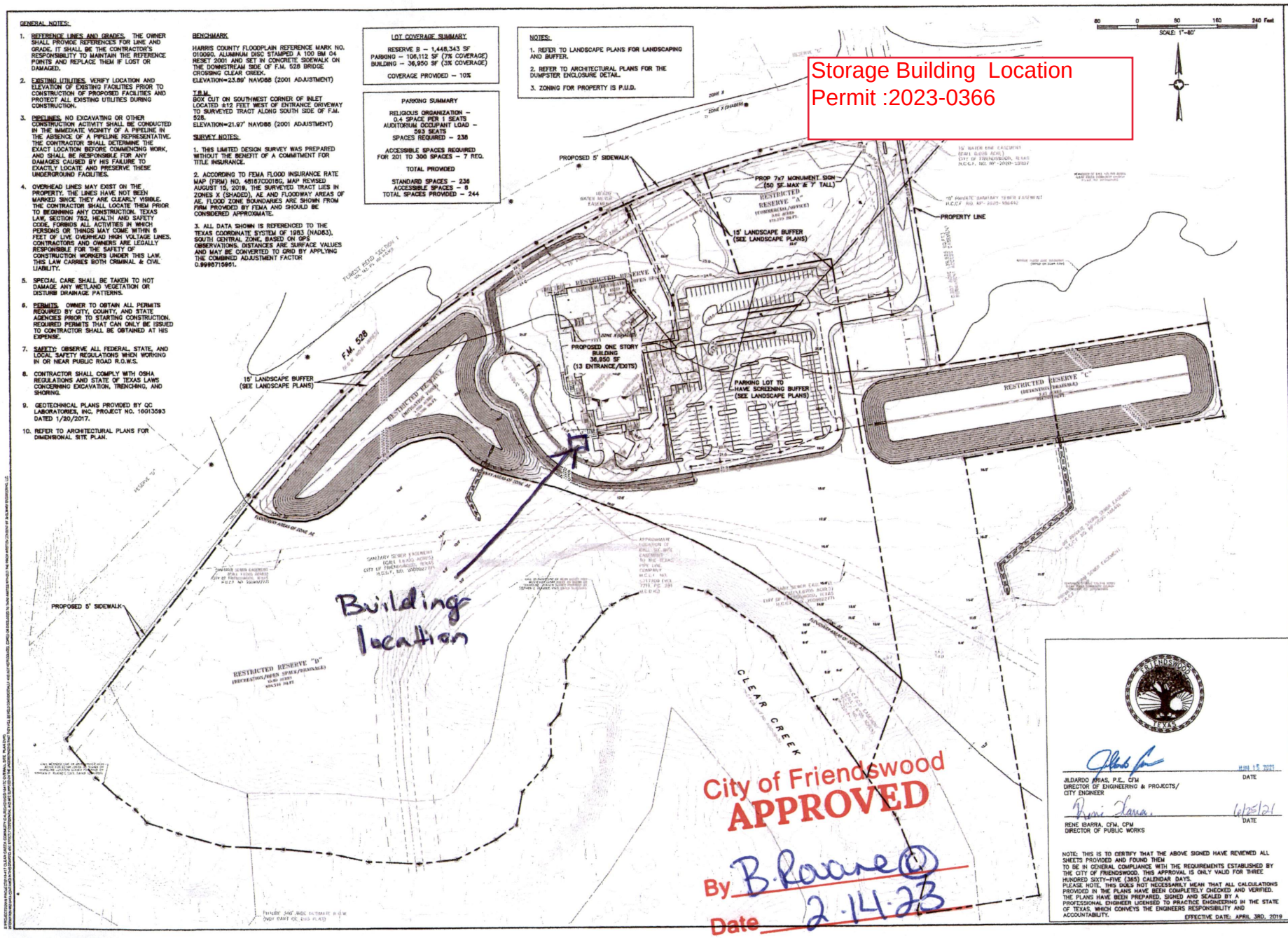
TOTAL PROVIDED

STANDARD SPACES – 236
ACCESSIBLE SPACES – 8
TOTAL SPACES PROVIDED – 244

NOTES:

1. REFER TO LANDSCAPE PLANS FOR LANDSCAPING AND BUFFER.
2. REFER TO ARCHITECTURAL PLANS FOR THE DUMPSTER ENCLOSURE DETAIL.
3. ZONING FOR PROPERTY IS P.U.D.

Storage Building Location
Permit :2023-0366



City of Friendswood
APPROVED
By B. Roane
Date 2-14-23

JILDARDO ARIAS, P.E., CFM
DIRECTOR OF ENGINEERING & PROJECTS/
CITY ENGINEER
JUN 15 2021
DATE

RENE IBARRA, CFM, CPM
DIRECTOR OF PUBLIC WORKS
6/25/21
DATE

NOTE: THIS IS TO CERTIFY THAT THE ABOVE SIGNED HAVE REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE 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 CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEERS RESPONSIBILITY AND ACCOUNTABILITY.

EFFECTIVE DATE: APRIL 3RD, 2019

PROJECT:

CLEAR CREEK COMMUNITY CHURCH
3801 F.M. 528
FRIENDSWOOD, TEXAS 77546

SHELMARK ENGINEERING, L.L.C.
CIVIL | MARINE | PLANNING | STRUCTURAL
27 FRIENDSWOOD LINK RD, FRIENDSWOOD, TEXAS 77546

ISSUED FOR
11/22/19 CITY COMMENTS #2
01/17/20 CITY COMMENTS #3
10/13/20 FCFCD COMMENTS
11/6/20 PIPE LINE REVISIONS
3/25/21 AS-BUILT GRADING
5/3/21 AS-BUILT GRADING
6/11/21 CITY COMMENTS

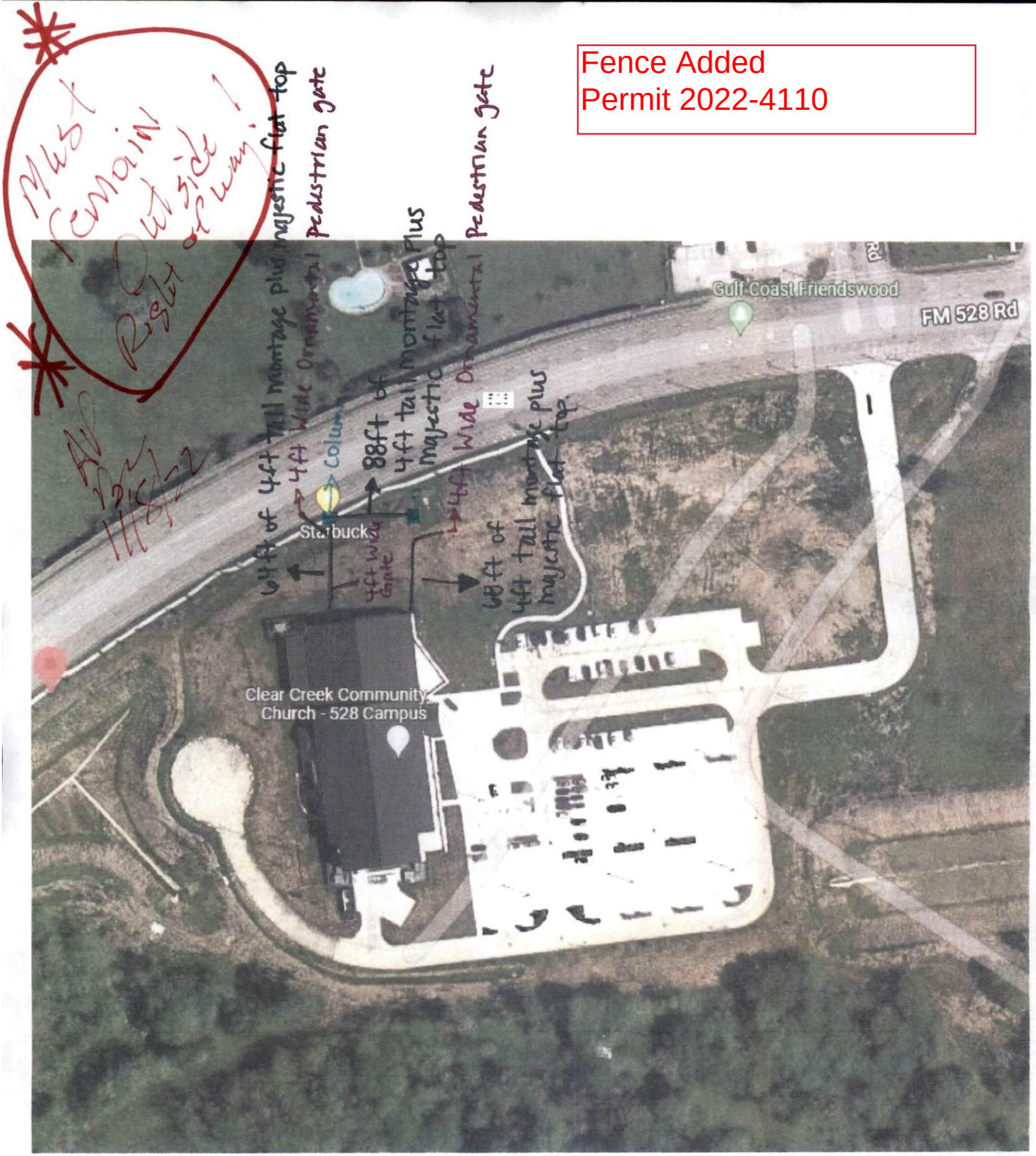
STATE OF TEXAS
MARCUS J. MORRIS
84739
LICENSED PROFESSIONAL ENGINEER
6/11/2021

DWG NAME: OVERALL SITE MAP

DWG NO: 05 OF 36

SCALE: 1:80
BY: CLI
JOB NO: 16-417
REV: -

Fence Added
Permit 2022-4110

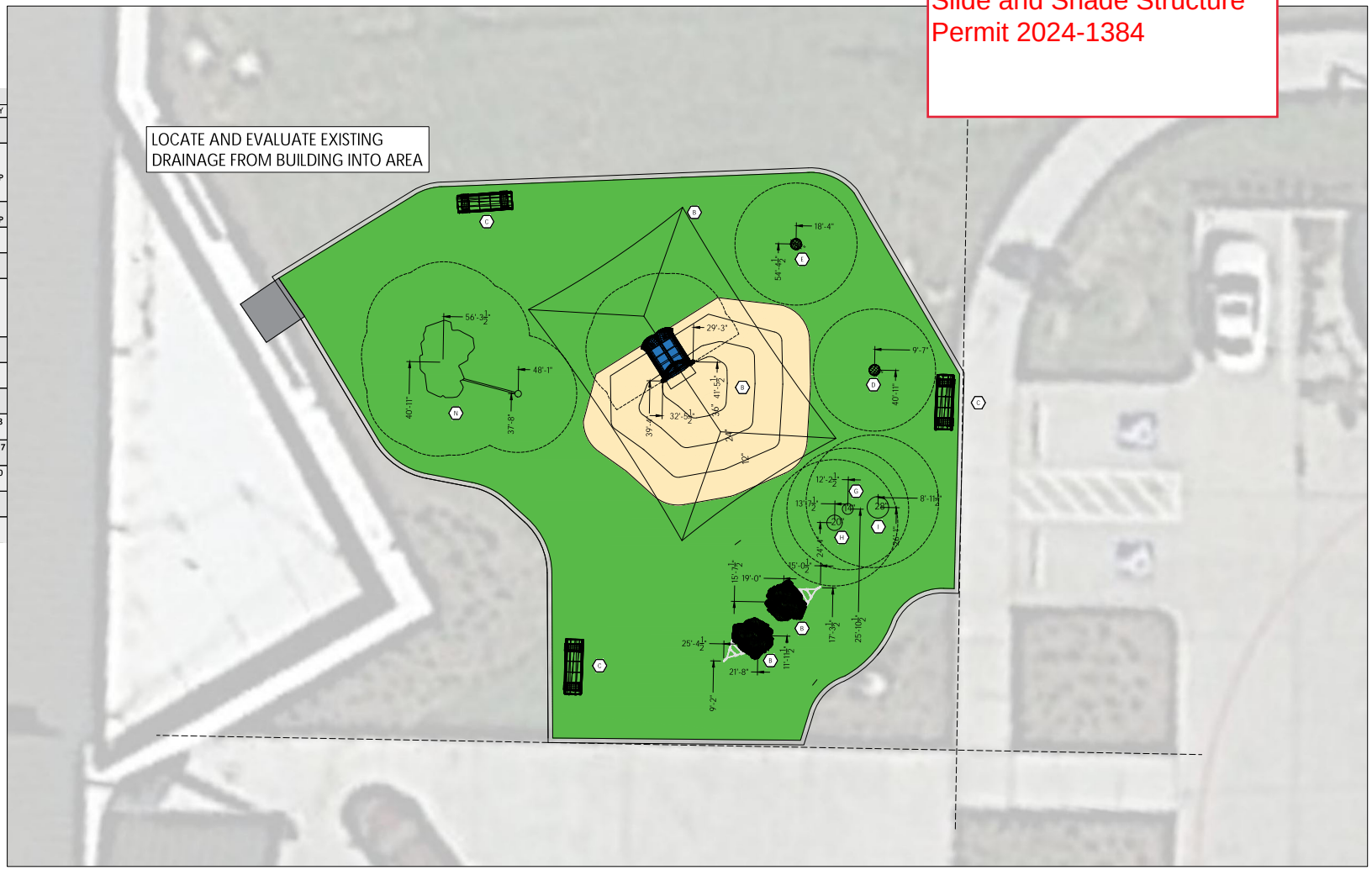


220 ft – 4ft tall Montage plus majestic flat top
(3) – 4ft Wide ornamental pedestrian gates
(2) – 4.5 ft tall 2x2 square stone columns

4201 FM 528 RD
Friendswood TX 77546

Slide and Shade Structure
Permit 2024-1384

LOCATE AND EVALUATE EXISTING
DRAINAGE FROM BUILDING INTO AREA



1 PLAYGROUND PLAN
SCALE: 3/16" = 1'

NORTH

PLAYGROUND PLAN SCHEDULE		
O	DESCRIPTION	QTY
A	**NOT USED**	
B	NAME: Pikes Peak UP-503 TYPE: Natural Elements FALL HEIGHT: 3' AGE RANGE: 5-12	2 TYP
C	6' Log Bench 6LB	3 TYP
D	Tree Stump12" TFR0645	1
E	Tree Stump20" TFR0646	1
F	NAME:Hillside Slide KP3-27334 TYPE: 3.5" Steel FALL HEIGHT: 3' AGE RANGE: 2-12	1
G	Play Sphere 14" TFR0704	1
H	Play Sphere 20" TFR0706	1
I	Play Sphere 28" TFR0708	1
J	Concrete Border	148 LF
K	Turf Surfacing 6' CFH	2587 SF
L	PIP Surfacing 6' CFH	500 SF
M	20 x 30 x 10' Hip Shade	1
N	Spider Mountain Climber UP502	1

Note: Drawing should not be scaled unless in its original 24" x 36" printed format

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kraftsmanplay.com
800.451.4869

SCALE: 3/16" = 1'

SALES REP: Mark Reynolds

DRAWN BY: cpj

REV#	DATE

Clear Creek Community Church
4201 FM 528 RD
Friendswood, TX 77546

PAGE VIEW: PLAYGROUND PLAN

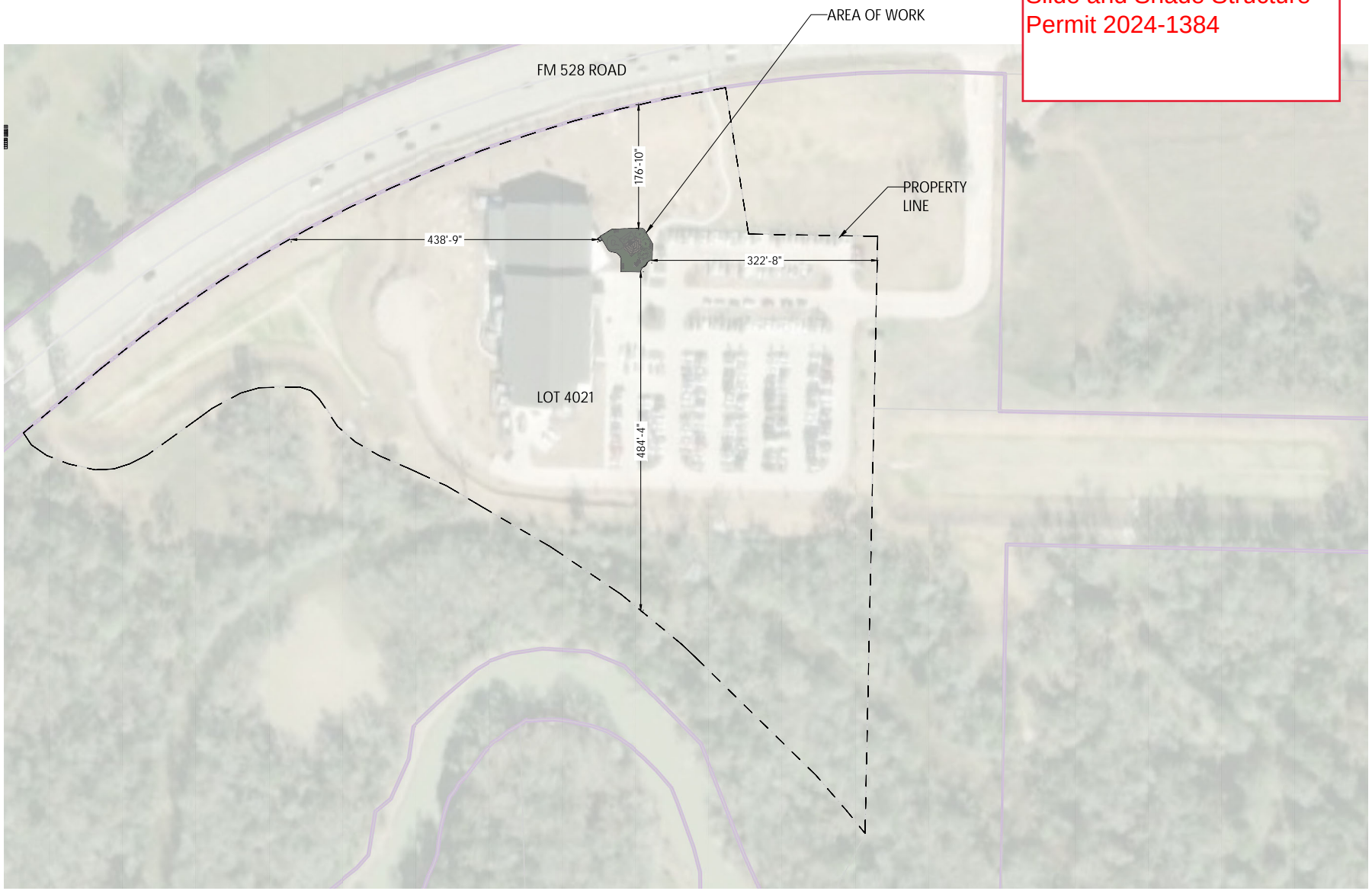
DRAWING COMPLETION: RELEASED FOR PERMITTING

DATE: 3/21/2024

PROJECT #: 27334

SHEET #: KP.2

Slide and Shade Structure
Permit 2024-1384



1 SITE PLAN
SCALE: 1/64" = 1'

NORTH

Note: Drawing should not be scaled unless in its original 24" x 36" printed format

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kraftsmanplay.com
800.451.4869

SCALE: 1/64" = 1'

SALES REP: Mark Reynolds

DRAWN BY: cpj

REV#	DATE

Clear Creek Community Church
4201 FM 528 RD
Friendswood, TX 77546

PAGE VIEW: SITE PLAN

DRAWING COMPLETION: RELEASED FOR PERMITTING

DATE: 3/21/2024

PROJECT #: 27334

SHEET #: KS.1.1

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: June 3, 2024

Date submitted: 05/07/2024

Prepared by: Karen Horner, City Attorney

Subject: Conduct a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limits of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On May 6, 2024, the City Council set a public hearing concerning the creation of a Tax Increment Reinvestment Zone (TIRZ) for approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limits of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas. Below is a map depicting the area:

(the "Zone").

At the public hearing, the City Council will receive public input concerning (i) the inclusion of property within the zone; (ii) the creation of the zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing on the creation of the zone and its benefits to the City and to the property in the proposed zone. Owners of property within the proposed zone shall be given a reasonable opportunity to protest the inclusion of the property in a proposed reinvestment zone.

The notice of public hearing was published in *The Reporter News* on May 15, 2024, and posted on the City's notice boards and website on May 7, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

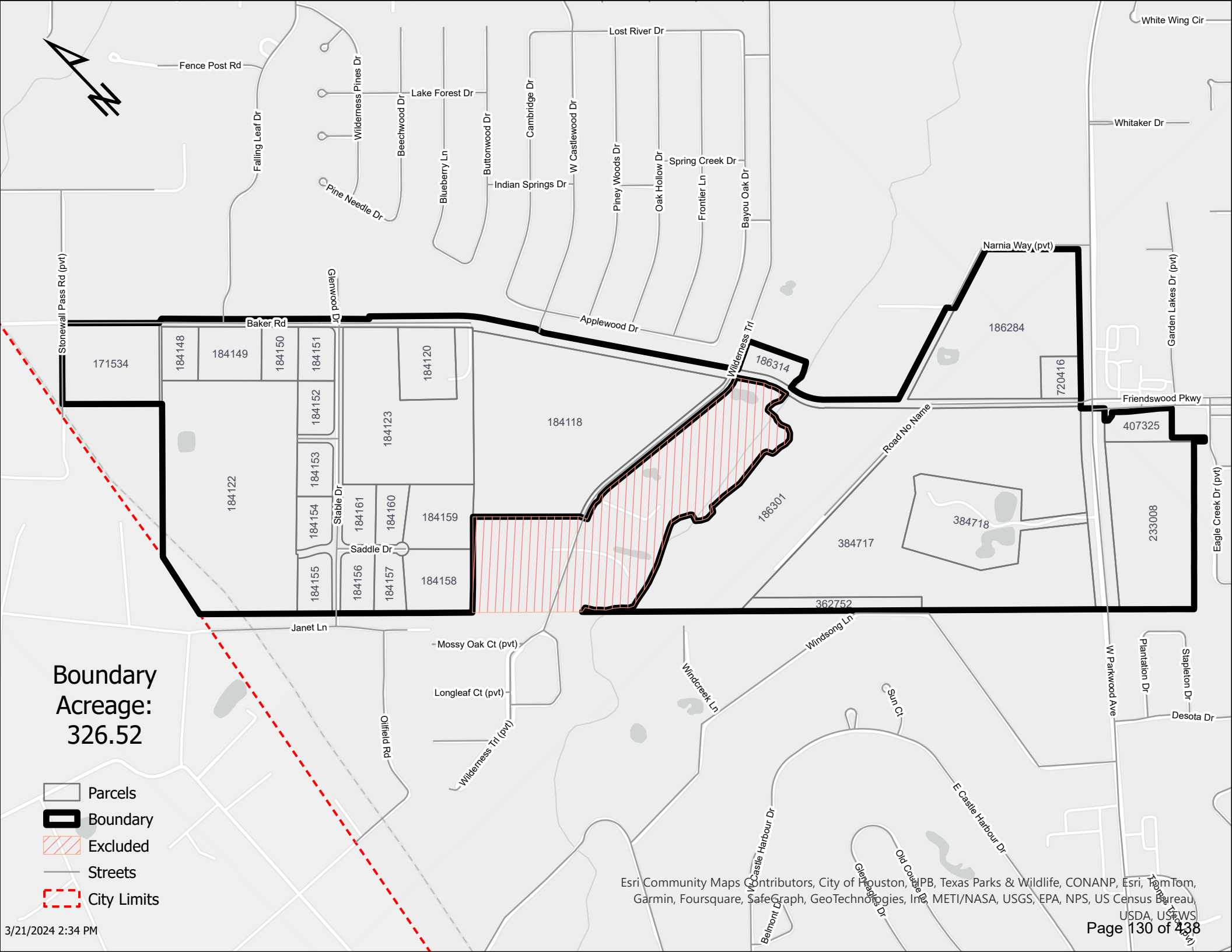
TIRZ stands for “Tax Increment Reinvestment Zone.” TIRZs are governed by Chapter 311 of the Texas Tax Code. TIRZ is a common economic development tool used by municipalities throughout Texas. They provide tax increment financing, which is an economic development tool to incentivize both development and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

RECOMMENDATIONS

Conduct public hearing.

ATTACHMENTS

1. Map of Proposed TIRZ
2. TIRZ Citizen Comments - Gus Knebel 2024 05 08
3. PH Notice for Creation of TIRZ #2
4. Preliminary Reinvestment Zone Financing Plan
5. TIRZ 2 Public Hearing Slides



3/21/2024 2:34 PM

Raquel Martinez

From: Gus Knebel [redacted]
Sent: Wednesday, May 8, 2024 2:54 PM
To: Mayor
Subject: [EXTERNAL]TIRZ

Mayor,

I am a resident of Friendswood but am unable to attend the Public Hearing on June 3, 2024 regarding the approximately 300 acre TIRZ near Winding Way. I wanted to email my thoughts on the proposed creation of the zone.

I do not know much about the proposed land uses in this TIRZ but in general I think development is a good thing. I also understand the vital importance of new development and sales tax in light of the 3.5% cap on ad valorem revenue. I am sure you and your fellow councilmembers will make a good decision regarding the proposed uses this development will enable.

I am only concerned about the use of tax incentives for development.

As the City considers this TIRZ I hope the City weighs its return on investment and ensuring the City receives more from the developer than it is offering in incentives. As this property is developed there will be an increased need for services. The owner of the property should in someway compensate the city for those increased services. Without that compensation it is on the rest of the residents, through ad valorem or sales tax, to subsidize the increased services this development needs. One way to ensure a return on investment is to not give 100% of the increment to the TIRZ, if this works financially of course.

Good luck with your decision.

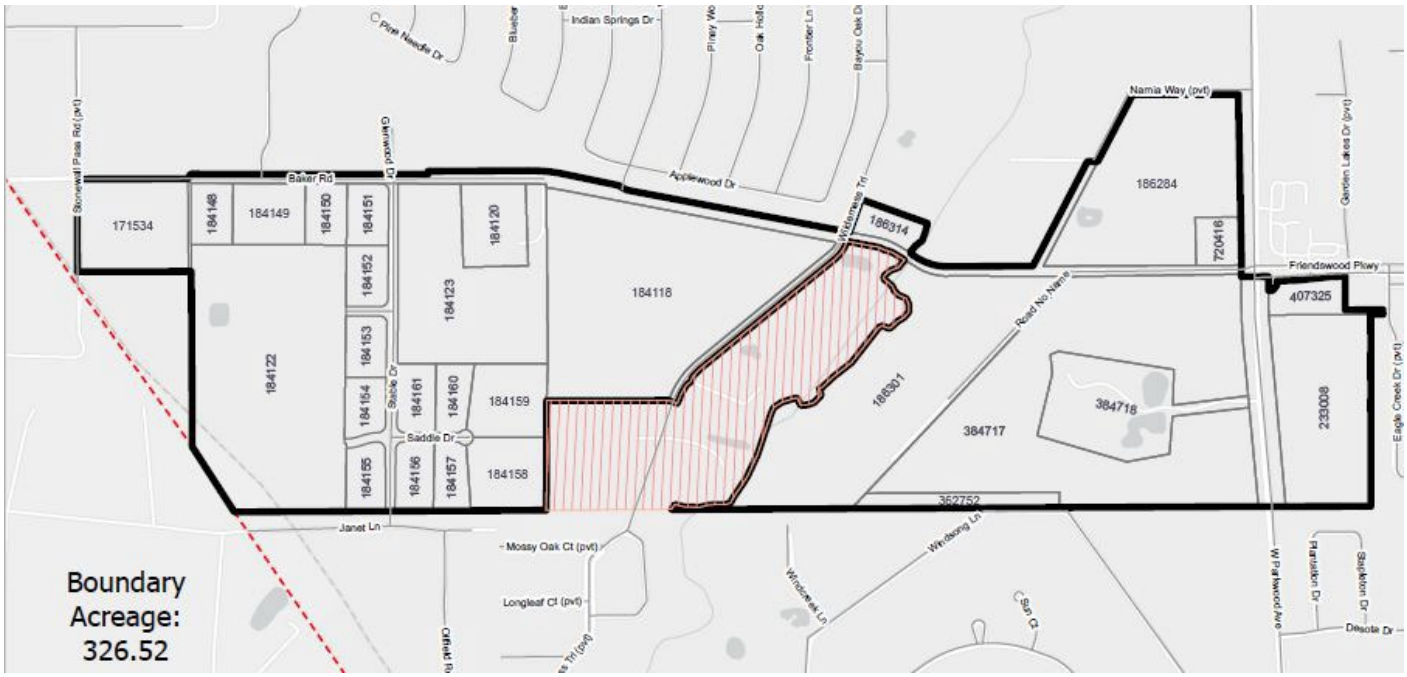
Thank you,
Gus Knebel
Mills Shirley LLP
[redacted]

CITY OF FRIENDSWOOD

CITY OF FRIENDSWOOD CITY COUNCIL NOTICE OF PUBLIC HEARING ON CREATION OF A REINVESTMENT ZONE

The City Council of the City of Friendswood will hold a public hearing on Monday, June 3, 2024, at 5:30 p.m. in the Council Chamber of the City Hall of the City of Friendswood, located at 910 S. Friendswood Dr., Friendswood, Texas 77546, on the creation of a reinvestment zone and its benefits to the City of Friendswood and to property within the zone.

The proposed zone consists of approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway. The proposed reinvestment zone is wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas, and more fully depicted in the map below:



At the public hearing, all interested persons may speak for or against the creation of the proposed reinvestment zone, its boundaries, and/or the concept of tax increment financing; and any owner of property within the proposed reinvestment zone shall be provided a reasonable opportunity to protest the inclusion of their property within the proposed reinvestment zone. After the public hearing, the City Council will consider adoption of an ordinance creating the reinvestment zone.

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. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit http://relaytexas.com.

/S/Leticia Brysch, City Secretary
Published: May 15, 2024

REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD

PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

JUNE 3, 2024

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SECTION 1: DEFINITIONS

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

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

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

"Appraisal District" means the Galveston Central Appraisal District.

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

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

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

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

"**City TIRZ Increment**" means one-hundred percent (100%) of the City's ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

"**Designation Ordinance**" means Ordinance No. _____ adopted by the City Council on June 3, 2024.

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

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

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

"**Preliminary Plan**" means this *Reinvestment Zone Number Two, City of Friendswood Preliminary Reinvestment Zone Financing Plan*.

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

"**Property**" means 326.52 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

"**Public Improvements**" means the proposed public improvements to be financed by the Zone, which includes streets, detention, water, sanitary sewer, sanitary lift stations, clearing & grubbing, earthwork, paving & grading, landscaping, intersection signalization, storm drainage, street lights, public fire water loop, contingency, and professional services, as depicted on **Exhibit G**, and detailed on **Exhibit C**.

"TIRZ Agreement" means a Reinvestment Zone Number Two, City of Friendswood (TIRZ) Agreement, entered into as negotiated by the City.

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

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

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

SECTION 2: INTRODUCTION

1.1 Authority and Purpose

The City Council has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a reinvestment zone to promote development or redevelopment of the area if the City Council determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future. As further described in this Preliminary Plan, development or redevelopment within the proposed Zone would not occur solely through private investment in the reasonably foreseeable future, the proposed Zone is economically feasible, and designation of the proposed Zone is in the best interest of the City and the Property within the proposed Zone.

The purpose of the proposed Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the proposed Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under Section 311.005(a) of the Act to be designated as a reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition because of the presence of certain factors enumerated in Section 311.005(a)(1)(A)-(I) of the Act; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

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

1.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominately open and undeveloped and, because of factors including the lack of public infrastructure, including, but not limited to, the absence of an adequate roadway network, the absence of a regional lift station, and the insufficiency of existing force main and water lines, which cause water pressure issues during peak demand, and the barriers to development presented by the former use of portions of the Property as an oil field, substantially impairs or arrests the sound growth of the City.

Various corporations and developers have studied the Property within the proposed Zone for possible development, including, but not limited to, the national supermarket chain Kroger, the multinational retailer Walmart, and the global real estate development company Hines, but none of these corporations or developers has pursued the development of the area within the proposed Zone due to factors including the lack of public infrastructure and the substantial cost to construct the same.

No developer has approached or likely will approach the City to apply for permits to develop the Property within the proposed Zone due to the aforementioned lack of public infrastructure and cost to construct the same as well as barriers to development presented by the former use of portions of the Property within the proposed Zone as an oil field.

Due to its size, location, and physical characteristics, including the lack of public infrastructure and the barriers to development presented by the former use of portions of the Property as an oil field, and due to the substantial cost to construct the necessary public infrastructure, development of the Property within the proposed Zone will not occur solely through private investment in the foreseeable future. Because of the aforementioned characteristics, economic incentives are necessary to attract development for the purpose of providing long-term economic benefits, including, but not limited to, an increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

1.4 Preliminary Plan and Hearing

Before the City Council adopts the Designation Ordinance, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with Section 311.003(b) of the Act and hold a public hearing on the creation of the Zone and its benefits to the City and to the Property in accordance with Section 311.003(c) of the Act, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which is to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements and projects will be undertaken and financed shall be determined by the Final Plan, which requires approval by the Board and City Council.

Following the public hearing, the City Council shall consider the Designation Ordinance, which shall include certain findings, including but not limited to findings that the Zone meets the criteria and requirements for designation of a reinvestment zone under the applicable provisions of the Act, as well as all other provisions required by the Act.

1.5 Designation of the Zone

After the designation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council, pursuant to which the City shall contribute the City TIRZ Increment into the TIRZ Fund to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Commercial Shopping Center and Single Family Residential and is intended to be developed with commercial and residential uses. Portions of the Property were formerly used as an oil field, which creates barriers to development. The Property is undeveloped, and there is limited public infrastructure to support development, including, but not limited to, the absence of an adequate roadway network, the absence of a regional lift station, and the insufficiency of existing force main and water lines, which cause water pressure issues during peak demand. Development requires extensive public infrastructure that (1) the City could not provide, and (2) would not be provided solely through private investment in the reasonably foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include retail, commercial, office, and single family residential as shown on **Exhibit G**.

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

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

SECTION 5: RELOCATION OF DISPLACED PERSONS

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

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on **Exhibit B** and are estimated to be approximately $511,179,621.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

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

7.2 Locations of Public Improvements

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

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be $103,067,790, as shown below and detailed on **Exhibit C**. The costs of Public Improvements are estimated to be $97,863,525, and the Administrative Costs are estimated to be $5,204,265.

8.2 Administrative Costs

The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2025 and 2030, as shown on **Exhibit D**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibillity Study, as shown on **Exhibit E,** focuses on only direct financial benefits (i.e. ad valorem tax revenues generated from development within the Zone). Based on the Feasibility Study, during the term of the Zone, new development, which would not occur solely through private investment in the reasonably foreseeable future, will generate approximately $104,085,290 in total new real property tax revenue for the City over the remaining term of the Zone.

The City shall participate at 100% for the term of the Zone. The Feasibility Study shows that the cumulative City TIRZ Increment is estimated to be $104,085,290, which will be available to pay a portion of the Project Costs, until the term of the Zone expires or is otherwise terminated. The cumulative City TIRZ Increment set forth in the Feasibility Study exceeds the estimated Project Costs and will be generated in amounts sufficient to fund the Project Costs as and when such Project Costs are incurred during the term of the Zone. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $0 over the term of the Zone.

Based on the foregoing, the economic feasibility of the Zone has been demonstrated.

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

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

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

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be $7,301,296 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $915,649,292, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan. It is anticipated that the Final Plan shall be amended in the future to reflect additional development within the Zone, which would increase the estimated total Captured Appraised Value.

SECTION 12: METHOD OF FINANCING

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

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

1. For the reasonable Administrative Costs of the Zone; then
2. To the allocation for the annual payments of debt service of any tax increment bonds issued to fund the Public Improvements; then
3. To be used in any other manner authorized by the City and as allowed pursuant to the Act, including for payments by the City to any third party for the Project Costs under any future agreement between the City and the third party entered into pursuant to Chapter 372 and Chapter 380, Texas Local Government Code, as amended; then

4. To the extent there are TIRZ Fund revenues remaining, any excess TIRZ Fund revenues may be utilized in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, unless otherwise approved by the City. The City may amend the Final Plan in compliance with future TIRZ Agreements, including but not limited to amending the categories and amounts of Project Costs set forth in the Final Plan.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Designation Ordinance and shall continue until December 31, 2054, with the last payment being due by January 31, 2055, unless otherwise terminated in accordance with the Designation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2054, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

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

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

EXHIBIT A – MAP OF THE ZONE

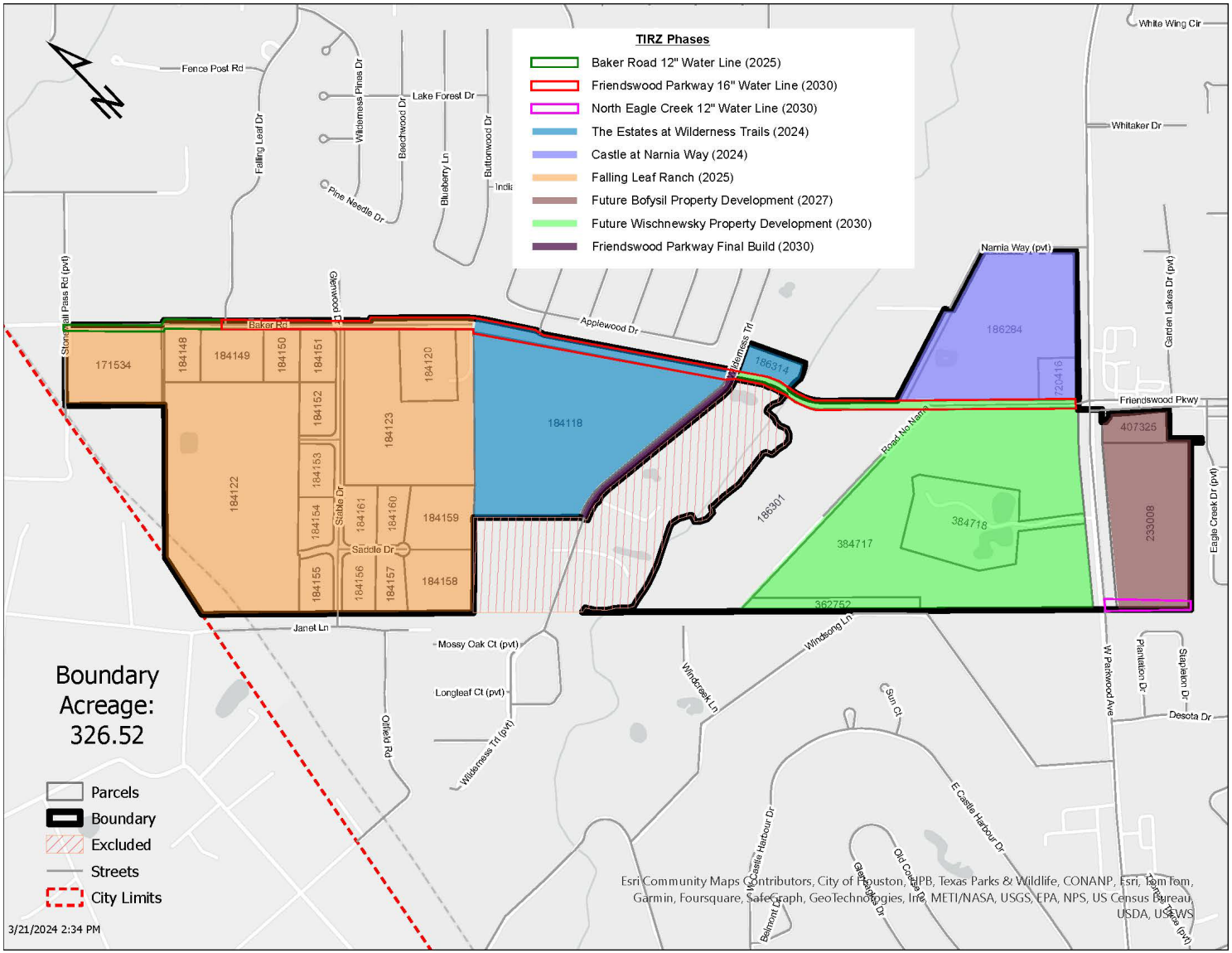


EXHIBIT B – NON-PROJECT COSTS

Lot Type	Units/ Sq. Ft.	Lot Value[a] Per Unit	Lot Value[a] Total	Buildout Value[a] Per Unit	Buildout Value[a] Total	Non-Project Costs
Future Wischnewsky Property						
Commercial	300,000	$ 28	$ 8,400,000	$ 618	$ 185,400,000	$ 177,000,000
Single Family	30	$ 450,000	$ 13,500,000	$ 2,000,000	$ 60,000,000	$ 46,500,000
Subtotal	300,030					$ 223,500,000
Future Bofysil Property						
Single Family	60	$ 70,000	$ 4,200,000	$ 400,000	$ 24,000,000	$ 19,800,000
Commercial	75,000	$ 28	$ 2,100,000	$ 550	$ 41,250,000	$ 39,150,000
Subtotal	75,060					$ 58,950,000
Falling Leaf Ranch						
Single Family	37	$ 450,000	$ 16,650,000	$ 2,000,000	$ 74,000,000	$ 57,350,000
Subtotal	37					$ 57,350,000
The Estates at Wildnerness Trails						
Single Family	41	$ 450,000	$ 18,450,000	$ 2,000,000	$ 82,000,000	$ 63,550,000
Subtotal	41					$ 63,550,000
Castle Bioscience						
Commercial	80,000	$ 28	$ 2,240,000	$ 618	$ 49,440,000	$ 47,200,000
Retail	30,000	$ 124	$ 3,710,379	$ 550	$ 16,500,000	$ 12,789,621
Office	80,000	$ 20	$ 1,600,000	$ 618	$ 49,440,000	$ 47,840,000
Subtotal	190,000					$ 107,829,621
Total	**565,168**					**$ 511,179,621**

Footnotes:

[a] Values and Units/Sq. Ft. as provided by the City on April 29, 2024 and May 3, 2024. May not be representative of this area or this development.

EXHIBIT C – PROJECT COSTS

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

Item		Cost
City Public Improvements		
Baker Road 12" Water Line	$	2,744,712
Friendswood Parkway 16" Water Line	$	10,836,619
Friendswood Parkway	$	7,074,373
North Eagle Creek 12" Water Line	$	1,372,356
Subtotal	**$**	**22,028,060**
The Estates at Wilderness Trails		
Site Preparation	$	660,615
Friendswood Parkway	$	1,904,897
Clearing, Grubbing & Demolition	$	100,496
Earthwork, Paving & Grading	$	1,917,508
Water Distribution System	$	1,268,400
Storm Drainage	$	570,000
Detention	$	439,669
Sanitary Sewer System	$	2,736,810
Sanitary Lift Station	$	1,600,000
Striping & Signage	$	100,000
Street Lights	$	50,000
Contingency	$	2,252,241
Soft Costs	$	2,765,499
Subtotal	**$**	**16,366,135**
Falling Leaf Ranch		
Site Preparation	$	777,194
Friendswood Parkway	$	3,081,466
Clearing, Grubbing & Demolition	$	150,744
Earthwork, Paving & Grading	$	2,739,298
Water Distribution System	$	2,265,000
Storm Drainage	$	883,500
Detention	$	681,488
Sanitary Sewer System	$	4,045,719
Striping & Signage	$	100,000
Street Lights	$	50,000
Contingency	$	2,943,724
Soft Costs	$	3,626,684
Subtotal	**$**	**21,344,817**
Future Bofysil Property		
Site Preparation	$	738,334
Clearing, Grubbing & Demolition	$	50,248
Earthwork, Paving & Grading	$	913,099
Water Distribution System	$	453,000
Storm Drainage	$	313,500
Detention	$	241,818
Sanitary Sewer System	$	1,665,884
Contingency	$	881,458
Soft Costs	$	1,089,154
Subtotal	**$**	**6,346,495**

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

Item		Cost
Future Wischnewsky Property		
Site Preparation	$	777,194
Friendswood Parkway	$	7,493,597
Clearing, Grubbing & Demolition	$	125,620
Earthwork, Paving & Grading	$	2,374,058
Water Distribution System	$	1,812,000
Storm Drainage	$	741,000
Detention	$	571,570
Sanitary Sewer System	$	3,450,760
Sanitary Lift Station	$	1,600,000
Striping & Signage	$	100,000
Street Lights	$	50,000
Contingency	$	3,804,862
Soft Costs	$	4,644,347
Subtotal	**$**	**27,545,008**
Castle Bioscience Projects		
Site Preparation	$	505,176
Earthwork, Paving & Grading	$	1,187,029
Clearing, Grubbing & Site Preparation	$	60,298
Water Distribution System	$	543,600
Storm Drainage	$	342,000
Detention	$	263,802
Contingency	$	587,918
Soft Costs	$	743,187
Subtotal	**$**	**4,233,010**
Subtotal Public Improvements[a]	**$**	**97,863,525**
Administrative Costs	**$**	**5,204,265**
Total Project Costs	**$**	**103,067,790**

Footnotes:

[a] As identified by the City, based on the City Engineer's Opinion of Probable Cost in May 2024.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

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

Zone Year	Calendar Year	City Project Costs		The Estates at Wilderness Trail		Falling Leaf Ranch		Future Bofysil Property		Future Wischnewsky Property		Castle Bioscience at Narnia Way		Total Project Costs[a]	
		Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2024	$ -	$ -	$ 16,366,135	$ 16,366,135	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,233,010	$ 4,233,010	$ 20,599,145	$ 20,599,145
1	2025	$ 2,744,712	$ 2,744,712	$ -	$ 16,366,135	$ 21,344,817	$ 21,344,817	$ -	$ -	$ -	$ -	$ -	$ 4,233,010	$ 24,089,529	44,688,674
2	2026	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ -	$ -	$ -	$ -	$ 4,233,010	$ -	44,688,674
3	2027	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ 6,346,495	$ 6,346,495	$ -	$ -	$ -	$ 4,233,010	$ 6,346,495	51,035,169
4	2028	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ 6,346,495	$ -	$ -	$ -	$ 4,233,010	$ -	51,035,169
5	2029	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ 6,346,495	$ -	$ -	$ -	$ 4,233,010	$ -	51,035,169
6	2030	$ 19,283,348	$ 22,028,060	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ 6,346,495	$ 27,545,008	$ 27,545,008	$ -	$ 4,233,010	$ 46,828,356	97,863,525
Total		**$ 22,028,060**		**$ 16,366,135**		**$ 21,344,817**		**$ 6,346,495**		**$ 27,545,008**		**$ 4,233,010**		**$ 97,863,525**	

Footnotes:

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

EXHIBIT E – FEASIBILITY STUDY

As set forth in the table of revenue projections below, during the term of the Zone, City TIRZ Increment will be generated in amounts sufficient to fund the Project Costs set forth in Exhibit C as and when such Project Costs are incurred.

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

Zone Year	Tax Year	Growth/ Year[a]	Added Development Value[b]	New Taxable Value	Incremental Value	TIRZ Fund Contribution %	TIRZ Fund Contribution Annual	TIRZ Fund Contribution Cumulative	City Retained New Revenue Annual	City Retained New Revenue Cumulative
Base	2024			$ 7,301,296						
1	2025	2.0%	$ 131,440,000	$ 138,887,322	$ 131,586,026	100%	$ -	$ -	$ -	$ -
2	2026	2.0%	$ 294,389,600	$ 436,054,668	$ 428,753,372	100%	$ 658,888	$ 658,888	$ -	$ -
3	2027	2.0%	$ 121,248,216	$ 566,023,978	$ 558,722,682	100%	$ 2,146,888	$ 2,805,776	$ -	$ -
4	2028	2.0%	$ 43,774,830	$ 621,119,287	$ 613,817,991	100%	$ 2,797,681	$ 5,603,457	$ -	$ -
5	2029	2.0%	$ -	$ 633,541,673	$ 626,240,377	100%	$ 3,073,559	$ 8,677,016	$ -	$ -
6	2030	2.0%	$ -	$ 646,212,506	$ 638,911,210	100%	$ 3,135,761	$ 11,812,777	$ -	$ -
7	2031	2.0%	$ -	$ 659,136,757	$ 651,835,461	100%	$ 3,199,207	$ 15,011,984	$ -	$ -
8	2032	2.0%	$ -	$ 672,319,492	$ 665,018,196	100%	$ 3,263,923	$ 18,275,907	$ -	$ -
9	2033	0.0%	$ -	$ 672,319,492	$ 665,018,196	100%	$ 3,329,932	$ 21,605,839	$ -	$ -
10	2034	0.0%	$ -	$ 672,319,492	$ 665,018,196	100%	$ 3,329,932	$ 24,935,771	$ -	$ -
11	2035	2.0%	$ -	$ 685,765,882	$ 678,464,586	100%	$ 3,329,932	$ 28,265,704	$ -	$ -
12	2036	2.0%	$ -	$ 699,481,199	$ 692,179,903	100%	$ 3,397,262	$ 31,662,966	$ -	$ -
13	2037	2.0%	$ -	$ 713,470,823	$ 706,169,527	100%	$ 3,465,939	$ 35,128,904	$ -	$ -
14	2038	2.0%	$ -	$ 727,740,240	$ 720,438,944	100%	$ 3,535,989	$ 38,664,893	$ -	$ -
15	2039	2.0%	$ -	$ 742,295,044	$ 734,993,748	100%	$ 3,607,440	$ 42,272,332	$ -	$ -
16	2040	2.0%	$ -	$ 757,140,945	$ 749,839,649	100%	$ 3,680,319	$ 45,952,652	$ -	$ -
17	2041	2.0%	$ -	$ 772,283,764	$ 764,982,468	100%	$ 3,754,657	$ 49,707,309	$ -	$ -
18	2042	2.0%	$ -	$ 787,729,440	$ 780,428,144	100%	$ 3,830,481	$ 53,537,790	$ -	$ -
19	2043	0.0%	$ -	$ 787,729,440	$ 780,428,144	100%	$ 3,907,822	$ 57,445,613	$ -	$ -
20	2044	0.0%	$ -	$ 787,729,440	$ 780,428,144	100%	$ 3,907,822	$ 61,353,435	$ -	$ -
21	2045	2.0%	$ -	$ 803,484,028	$ 796,182,732	100%	$ 3,907,822	$ 65,261,257	$ -	$ -
22	2046	2.0%	$ -	$ 819,553,709	$ 812,252,413	100%	$ 3,986,710	$ 69,247,967	$ -	$ -
23	2047	2.0%	$ -	$ 835,944,783	$ 828,643,487	100%	$ 4,067,175	$ 73,315,142	$ -	$ -
24	2048	2.0%	$ -	$ 852,663,679	$ 845,362,383	100%	$ 4,149,250	$ 77,464,392	$ -	$ -
25	2049	2.0%	$ -	$ 869,716,952	$ 862,415,656	100%	$ 4,232,966	$ 81,697,358	$ -	$ -
26	2050	2.0%	$ -	$ 887,111,291	$ 879,809,995	100%	$ 4,318,357	$ 86,015,715	$ -	$ -
27	2051	2.0%	$ -	$ 904,853,517	$ 897,552,221	100%	$ 4,405,455	$ 90,421,170	$ -	$ -
28	2052	2.0%	$ -	$ 922,950,588	$ 915,649,292	100%	$ 4,494,295	$ 94,915,465	$ -	$ -
29	2053	0.0%	$ -	$ 922,950,588	$ 915,649,292	100%	$ 4,584,912	$ 99,500,378	$ -	$ -
30	2054	0.0%	$ -	$ 922,950,588	$ 915,649,292	100%	$ 4,584,912	$ 104,085,290	$ -	$ -
Total			**$ 590,852,646**				**104,085,290**		**-**	

Assumptions	
Base Taxable Value	7,301,296.00
City AV Rate	0.5007

Footnotes

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

[b] Based on project development data as provided by the City on May 13, 2024.

EXHIBIT F – PROPOSED USES OF THE PROPERTY

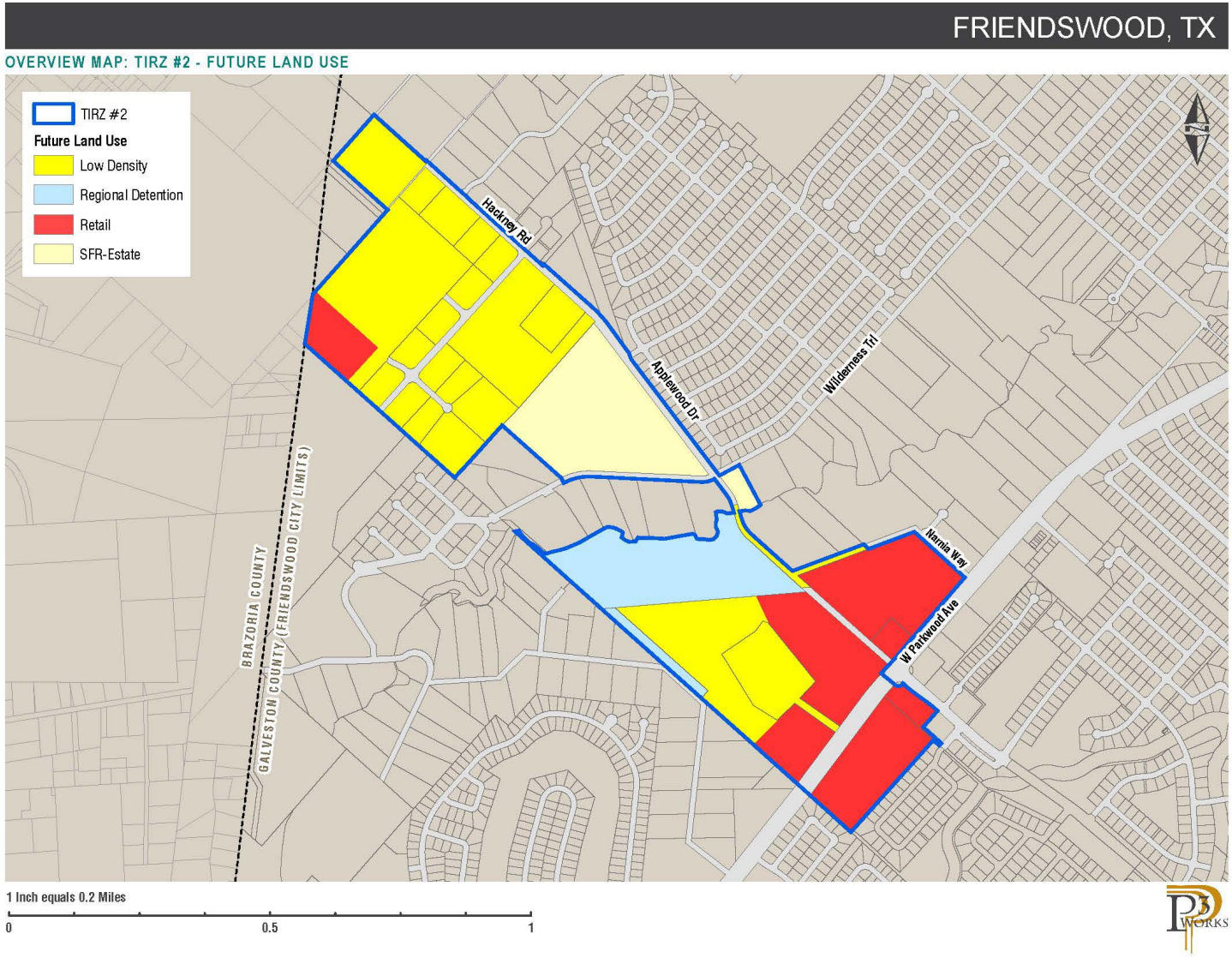


EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS

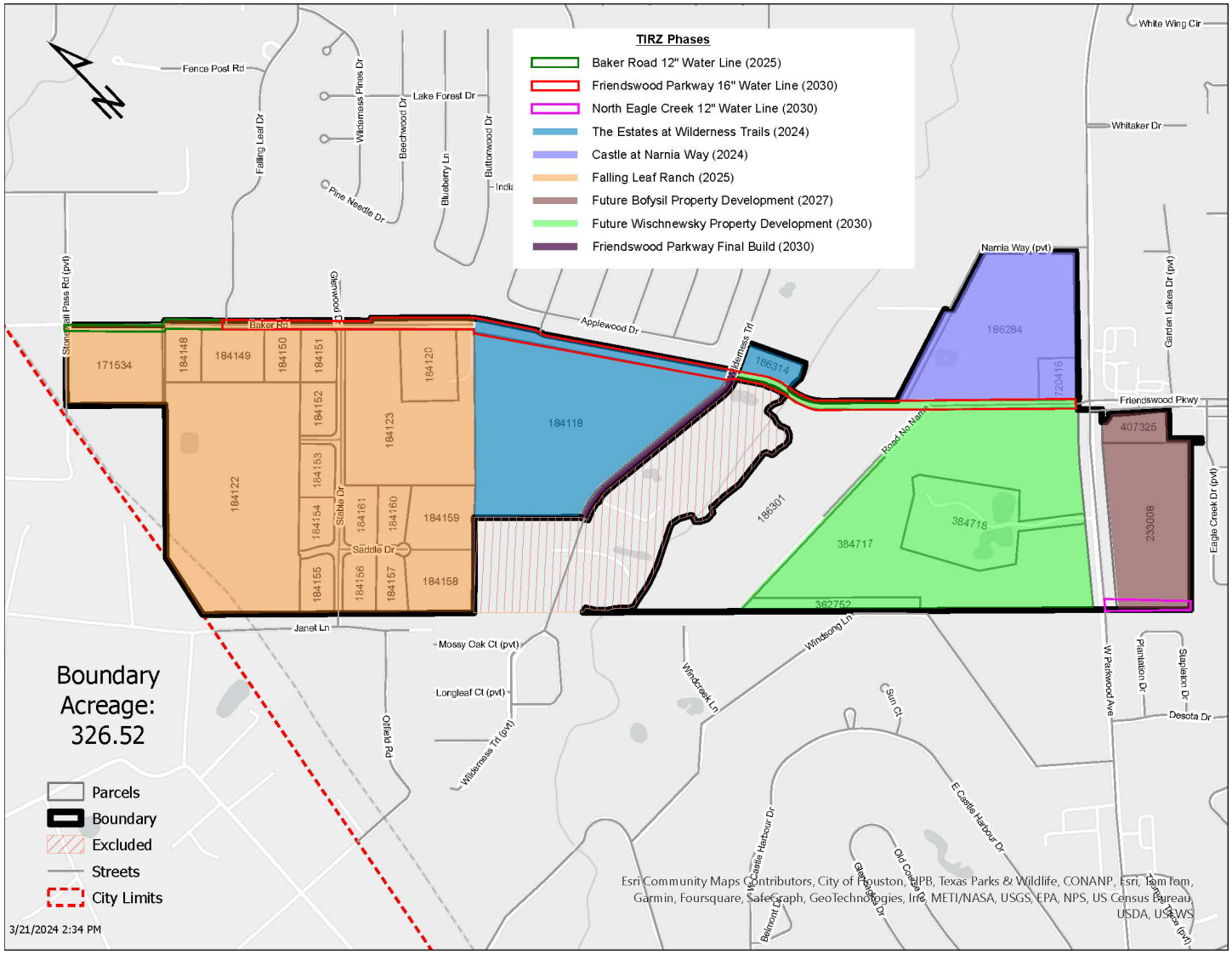


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Taxable Value	Acreage
384718	$ 1,531,000	12.26
362752	$ -	3.000
384717	$ 3,920	49.02
186301	$ -	33.02
186314	$ -	2.13
184158	$ 66,090	5.51
184157	$ 27,680	2.31
184156	$ 30,730	2.56
184159	$ 66,210	5.52
184155	$ 30,910	2.58
184160	$ 27,860	2.32
184161	$ 30,190	2.52
184154	$ 27,910	2.33
184118	$ 2,951,940	38.44
184153	$ 29,800	2.48
184120	$ 36,470	5.21
184152	$ 29,800	2.48
184123	$ 133,120	21.13
184151	$ 29,800	2.48
184150	$ 29,950	2.5
184122	$ 165,980	40.07
184149	$ 51,760	4.32
184148	$ 30,010	2.5
171534	$ 114,000	9.5
720416	$ 668,976	2.13
186284	$ 593,350	37.7
233008	$ 1,260	15.75
407325	$ 592,580	2.77

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: June 3, 2024

Date submitted: 04/23/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance designating a contiguous geographic area, being approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas, as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number Two, City of Friendswood (the "Zone"); describing the boundaries of the Zone, containing findings related to the Zone, creating a Board of Directors for the Zone; establishing a tax increment fund for the Zone; and providing for the effective date and termination date of the Zone.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance designates a contiguous geographic area, being approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number Two, City of Friendswood (the "Zone").

Generally, this proposed ordinance:

1. designates and describes an area to be a reinvestment zone;
   The Tax Increment Financing Act (the "Act") allows the City Council to designate a geographic area to be a reinvestment zone if it determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future. Pursuant to the Act, the City has prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for a reinvestment zone to be known as "Reinvestment Zone Number Two, City of Friendswood" for a proposed tax increment reinvestment zone containing approximately 326 acres.

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

3. establishes a tax increment fund for the Zone; and

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

4. provides for the effective date and termination date of the Zone.
   The Zone shall be effective upon the passage of the ordinance and its termination will be December 31, 2054, or the date that all bonds, notes and other obligations, including interest thereon, of the Zone have been paid in full.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Tax increment reinvestment zones are governed by Chapter 311 of the Texas Tax Code and are common economic development tools used by municipalities throughout Texas. They provide a mechanism to incentivize both development and redevelopment through the tax increment created within the Zone.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Designating TIRZ No. 2
2. Exhibit A - Map of TIRZ #2
3. Exhibit B - Preliminary Rinvestment Zone Financing Plan

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY GENERALLY LOCATED ALONG FM 528/W. PARKWOOD AVENUE AT THE INTERSECTION OF FRIENDSWOOD PARKWAY, EXTENDING NORTHWEST TO THE CITY LIMITS AND SOUTHWEST OF BAKER ROAD AND ALSO INCLUDING THREE OF THE FOUR CORNER TRACTS AT THE INTERSECTION OF FM 528/W. PARKWOOD AVENUE AND FRIENDSWOOD PARKWAY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE DESIGNATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, pursuant to the authority of Article VIII, Section 1-g of the Texas Constitution, the Texas Legislature adopted Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act (as amended from time to time, the “Act”); and

WHEREAS, the City of Friendswood, Texas (the "City"), pursuant to the Act, may designate a geographic area within the City as a reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, Section 311.003(a) of the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, Section 311.005(a)(2) of the Act provides that, to be designated as a reinvestment zone, an area must be predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality; and

WHEREAS, the City Council of the City (the "City Council") desires for the City to consider the designation of a reinvestment zone with the boundaries described and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Proposed Zone"); and

WHEREAS, the City Council hereby finds, determines and declares that property within the Proposed Zone, portions of which were formerly an oil field, is located along the southeastern edge of the City; and

WHEREAS, the City Council hereby finds, determines and declares that the Proposed Zone meets the criteria and requirements for the designation of a reinvestment zone set forth in Section

311.005(a)(2) of the Act because the area is predominately open and undeveloped and, because of factors including the lack of public infrastructure, including, but not limited to, the absence of an adequate roadway network, the absence of a regional lift station, and the insufficiency of existing force main and water lines, which cause water pressure issues during peak demand, and the barriers to development presented by the former use of portions of the property as an oil field, substantially impairs or arrests the sound growth of the City;

WHEREAS, the City Council hereby finds, determines and declares that various corporations and developers have studied the property within the Proposed Zone for possible development, including, but not limited to, the national supermarket chain Kroger, the multinational retailer Walmart, and the global real estate development company Hines, but none of these corporations or developers has pursued the development of the area in the Proposed Zone due to factors including the lack of public infrastructure and the substantial cost to construct the same; and

WHEREAS, the City Council hereby finds, determines and declares that no developer has approached or likely will approach the City to apply for permits to develop property within the Proposed Zone due to the aforementioned lack of public infrastructure and cost to construct the same as well as barriers to development presented by the former use of portions of the property within the Proposed Zone as an oil field; and

WHEREAS, the City Council hereby finds, determines and declares that development or redevelopment will not occur within the Proposed Zone solely through private investment in the reasonably foreseeable future; and

WHEREAS, pursuant to and as required by Section 311.003(b) of the Act, the City Council has prepared a preliminary reinvestment zone financing plan for the Proposed Zone dated June 3, 2024, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes (the "Preliminary Plan"); and

WHEREAS, notice of an initial public hearing on the creation of the Proposed Zone (the "First Public Hearing") was published in The Reporter News, a newspaper of general circulation in the City, on April 17, 2024, which date is on or before the seventh (7th) day before the First Public Hearing held on May 6, 2024, and posted on the City's notice boards and website on April 17, 2024; and

WHEREAS, on May 6, 2024, the City Council opened the First Public Hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Proposed Zone, the boundaries of the Proposed Zone, and the concept of tax increment financing, and owners of property in the Proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Proposed Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the First Public Hearing was closed on May 6, 2024; and

WHEREAS, notice of a second public hearing on the creation of the Proposed Zone (the "Second Public Hearing") was published in The Reporter News, a newspaper of general circulation in the City, on May 15, 2024, which date is on or before the seventh (7th) day before the Second Public Hearing held on June 3, 2024, and posted on the City's notice boards and website on May 7, 2024; and

WHEREAS, on June 3, 2024, the City Council opened the Second Public Hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for or against the creation of the Proposed Zone, the boundaries of the Proposed Zone, and the concept of tax increment financing, and owners of property in the Proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Proposed Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the Second Public Hearing was closed on June 3, 2024; and

WHEREAS, the First Public Hearing and the Second Public Hearing were each noticed and held in full accordance with Section 311.003(c) of the Act; and

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

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

WHEREAS, the City intends to participate in the Proposed Zone by contributing tax increment to the tax increment fund for the Proposed Zone from taxes levied and collected by the City at one hundred percent (100%) of its tax rate for the thirty (30) years of the Proposed Zone; NOW THEREFORE,

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

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

Section 2. *Findings and Determinations*. That the City Council, after conducting the above-described First Public Hearing and Second Public Hearing, and having heard the evidence and testimony presented at the First Public Hearing and Second Public Hearing, and having considered the history of the area within the Proposed Zone, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the First Public Hearing and the Second Public Hearing on the creation of the Proposed Zone each have been properly called, held and conducted and that notice of such First Public Hearing and notice of such Second Public Hearing each have been published as required by applicable law, including the Act;

(b) That designation of the Proposed Zone with boundaries as described and depicted in Exhibit "A" will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the Proposed Zone;

(c) That, in accordance with the requirements of Section 311.004(a)(7)(B) of the Act, the Proposed Zone, a geographic area located wholly within the City, as described and

depicted in Exhibit "A," meets the criteria and requirements for the designation of a reinvestment zone set forth in Section 311.005(a)(2) of the Act because the area is predominately open and undeveloped and, because of factors including the lack of public infrastructure and the barriers to development presented by the former use of portions of the property as an oil field, substantially impairs or arrests the sound growth of the City;

(d) That, in accordance with the requirements of Section 311.006(a)(1) of the Act, thirty percent (30%) or less of the property in the Proposed Zone, excluding property that is publicly owned, is used for residential purposes, as that term is defined in Section 311.006(d) of the Act;

(e) That, in accordance with the requirements of Section 311.006(a)(2)(B) of the Act, the total appraised value of taxable real property in the Proposed Zone and in the City's existing reinvestment zones, does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City;

(f) That, in accordance with the requirements of Section 311.004(7)(A) of the Act, the improvements in the Proposed Zone will significantly enhance the value of all taxable real property in the Proposed Zone and will be of general benefit to the City;

(g) That various corporations and developers have studied the property within the Proposed Zone for possible development, including, but not limited to the national supermarket chain Kroger, the multinational retailer Walmart, and the global real estate development company Hines, but none of these corporations or developers has pursued the development of the area in the Proposed Zone due to factors including the lack of public infrastructure and the substantial cost to construct the same;

(h) That no developer has approached or likely will approach the City to apply for permits to develop property within the Proposed Zone due to the aforementioned lack of public infrastructure and cost to construct the same as well as barriers to development presented by the former use of portions of the property within the Proposed Zone as an oil field;

(i) That development or redevelopment of the property in the Proposed Zone will not occur solely through private investment in the reasonably foreseeable future;

(j) That the City Council has prepared the Preliminary Plan prior to the execution of this ordinance; and

(k) That the Preliminary Plan is feasible.

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

Section 4. *Board of Directors*.

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

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

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by Section 311.011 of the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by the Board shall not take effect unless and until adopted by the City Council.

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

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

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

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

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

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

Section 5. *Duration of the Zone*. That the Zone shall take effect immediately upon the

passage and approval of this ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2054; or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

Section 6. *Tax Increment Base and Tax Increment*. Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2024, of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). Consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is one hundred percent (100%) of real property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

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

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

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

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of June, 2024.

_____
MIKE FOREMAN, Mayor

ATTEST:

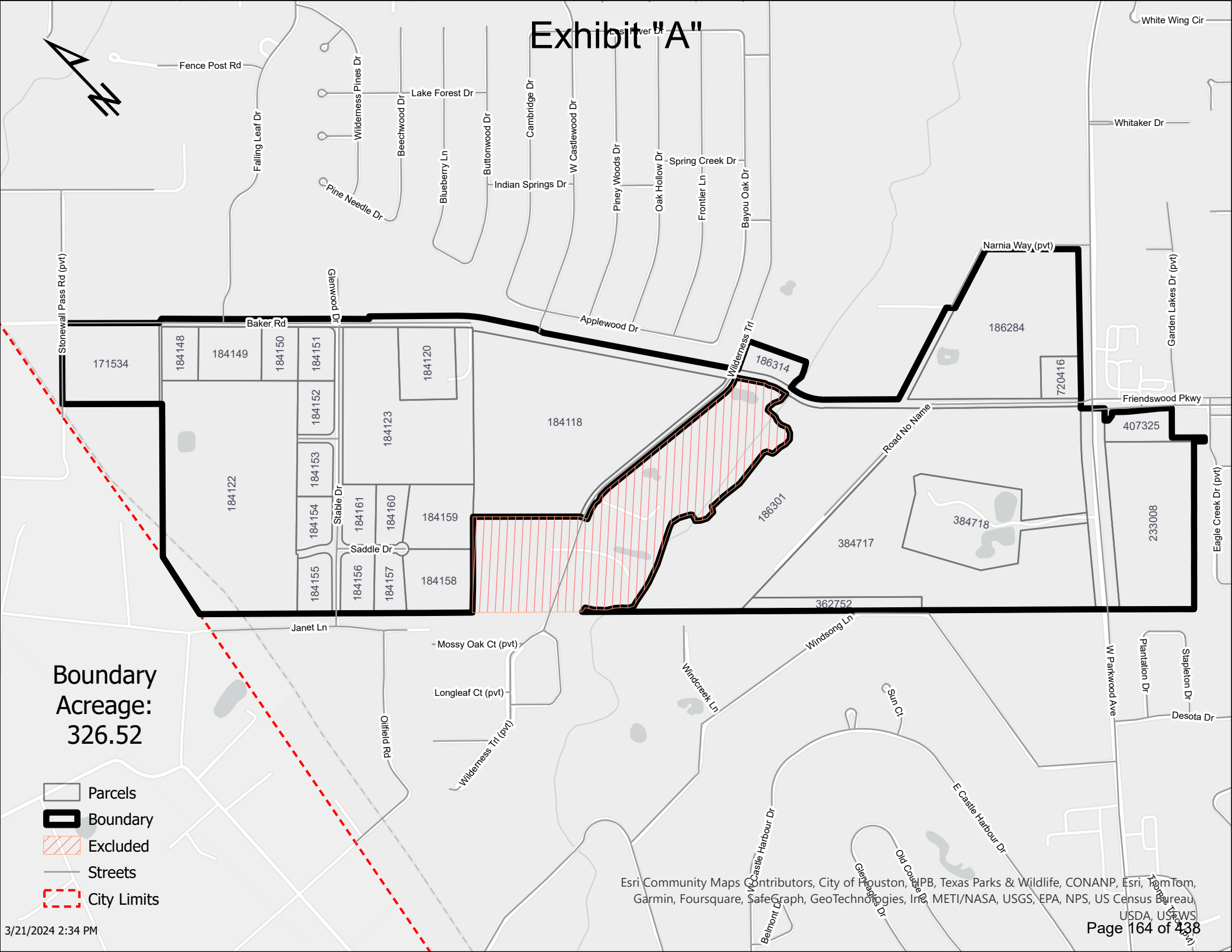
_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2024\06-03-2024\Ordinance - Establishing TIRZ No. 2.docx

Exhibit "A"



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REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD

PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

JUNE 3, 2024

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SECTION 1: DEFINITIONS

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

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

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

"Appraisal District" means the Galveston Central Appraisal District.

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

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

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

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

"**City TIRZ Increment**" means one-hundred percent (100%) of the City's ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, and deposited into the TIRZ Fund.

"**Designation Ordinance**" means Ordinance No. _____ adopted by the City Council on June 3, 2024.

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

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

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

"**Preliminary Plan**" means this *Reinvestment Zone Number Two, City of Friendswood Preliminary Reinvestment Zone Financing Plan*.

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

"**Property**" means 326.52 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

"**Public Improvements**" means the proposed public improvements to be financed by the Zone, which includes streets, detention, water, sanitary sewer, sanitary lift stations, clearing & grubbing, earthwork, paving & grading, landscaping, intersection signalization, storm drainage, street lights, public fire water loop, contingency, and professional services, as depicted on **Exhibit G**, and detailed on **Exhibit C**.

"TIRZ Agreement" means a Reinvestment Zone Number Two, City of Friendswood (TIRZ) Agreement, entered into as negotiated by the City.

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

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

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

SECTION 2: INTRODUCTION

1.1 Authority and Purpose

The City Council has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a reinvestment zone to promote development or redevelopment of the area if the City Council determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future. As further described in this Preliminary Plan, development or redevelopment within the proposed Zone would not occur solely through private investment in the reasonably foreseeable future, the proposed Zone is economically feasible, and designation of the proposed Zone is in the best interest of the City and the Property within the proposed Zone.

The purpose of the proposed Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the proposed Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under Section 311.005(a) of the Act to be designated as a reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition because of the presence of certain factors enumerated in Section 311.005(a)(1)(A)-(I) of the Act; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

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

1.3 Proposed Zone

The Property within the proposed Zone is currently located within the corporate limits of the City. The Property is predominately open and undeveloped and, because of factors including the lack of public infrastructure, including, but not limited to, the absence of an adequate roadway network, the absence of a regional lift station, and the insufficiency of existing force main and water lines, which cause water pressure issues during peak demand, and the barriers to development presented by the former use of portions of the Property as an oil field, substantially impairs or arrests the sound growth of the City.

Various corporations and developers have studied the Property within the proposed Zone for possible development, including, but not limited to, the national supermarket chain Kroger, the multinational retailer Walmart, and the global real estate development company Hines, but none of these corporations or developers has pursued the development of the area within the proposed Zone due to factors including the lack of public infrastructure and the substantial cost to construct the same.

No developer has approached or likely will approach the City to apply for permits to develop the Property within the proposed Zone due to the aforementioned lack of public infrastructure and cost to construct the same as well as barriers to development presented by the former use of portions of the Property within the proposed Zone as an oil field.

Due to its size, location, and physical characteristics, including the lack of public infrastructure and the barriers to development presented by the former use of portions of the Property as an oil field, and due to the substantial cost to construct the necessary public infrastructure, development of the Property within the proposed Zone will not occur solely through private investment in the foreseeable future. Because of the aforementioned characteristics, economic incentives are necessary to attract development for the purpose of providing long-term economic benefits, including, but not limited to, an increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

1.4 Preliminary Plan and Hearing

Before the City Council adopts the Designation Ordinance, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with Section 311.003(b) of the Act and hold a public hearing on the creation of the Zone and its benefits to the City and to the Property in accordance with Section 311.003(c) of the Act, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which is to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements and projects will be undertaken and financed shall be determined by the Final Plan, which requires approval by the Board and City Council.

Following the public hearing, the City Council shall consider the Designation Ordinance, which shall include certain findings, including but not limited to findings that the Zone meets the criteria and requirements for designation of a reinvestment zone under the applicable provisions of the Act, as well as all other provisions required by the Act.

1.5 Designation of the Zone

After the designation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council, pursuant to which the City shall contribute the City TIRZ Increment into the TIRZ Fund to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is currently zoned Commercial Shopping Center and Single Family Residential and is intended to be developed with commercial and residential uses. Portions of the Property were formerly used as an oil field, which creates barriers to development. The Property is undeveloped, and there is limited public infrastructure to support development, including, but not limited to, the absence of an adequate roadway network, the absence of a regional lift station, and the insufficiency of existing force main and water lines, which cause water pressure issues during peak demand. Development requires extensive public infrastructure that (1) the City could not provide, and (2) would not be provided solely through private investment in the reasonably foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property in the City include retail, commercial, office, and single family residential as shown on **Exhibit G**.

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

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

SECTION 5: RELOCATION OF DISPLACED PERSONS

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

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of Non-Project Costs is shown on **Exhibit B** and are estimated to be approximately $511,179,621.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

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

7.2 Locations of Public Improvements

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

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total costs are estimated to be $103,067,790, as shown below and detailed on **Exhibit C**. The costs of Public Improvements are estimated to be $97,863,525, and the Administrative Costs are estimated to be $5,204,265.

8.2 Administrative Costs

The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the costs for constructing the Public Improvements will be incurred between 2025 and 2030, as shown on **Exhibit D**.

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

The Feasibillity Study, as shown on **Exhibit E,** focuses on only direct financial benefits (i.e. ad valorem tax revenues generated from development within the Zone). Based on the Feasibility Study, during the term of the Zone, new development, which would not occur solely through private investment in the reasonably foreseeable future, will generate approximately $104,085,290 in total new real property tax revenue for the City over the remaining term of the Zone.

The City shall participate at 100% for the term of the Zone. The Feasibility Study shows that the cumulative City TIRZ Increment is estimated to be $104,085,290, which will be available to pay a portion of the Project Costs, until the term of the Zone expires or is otherwise terminated. The cumulative City TIRZ Increment set forth in the Feasibility Study exceeds the estimated Project Costs and will be generated in amounts sufficient to fund the Project Costs as and when such Project Costs are incurred during the term of the Zone. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $0 over the term of the Zone.

Based on the foregoing, the economic feasibility of the Zone has been demonstrated.

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

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

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

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base is estimated to be $7,301,296 and shall be confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the Captured Appraised Value of the Zone.

11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $915,649,292, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan. It is anticipated that the Final Plan shall be amended in the future to reflect additional development within the Zone, which would increase the estimated total Captured Appraised Value.

SECTION 12: METHOD OF FINANCING

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

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

1. For the reasonable Administrative Costs of the Zone; then
2. To the allocation for the annual payments of debt service of any tax increment bonds issued to fund the Public Improvements; then
3. To be used in any other manner authorized by the City and as allowed pursuant to the Act, including for payments by the City to any third party for the Project Costs under any future agreement between the City and the third party entered into pursuant to Chapter 372 and Chapter 380, Texas Local Government Code, as amended; then

4. To the extent there are TIRZ Fund revenues remaining, any excess TIRZ Fund revenues may be utilized in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, unless otherwise approved by the City. The City may amend the Final Plan in compliance with future TIRZ Agreements, including but not limited to amending the categories and amounts of Project Costs set forth in the Final Plan.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Designation Ordinance and shall continue until December 31, 2054, with the last payment being due by January 31, 2055, unless otherwise terminated in accordance with the Designation Ordinance.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2054, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

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

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

EXHIBIT A – MAP OF THE ZONE

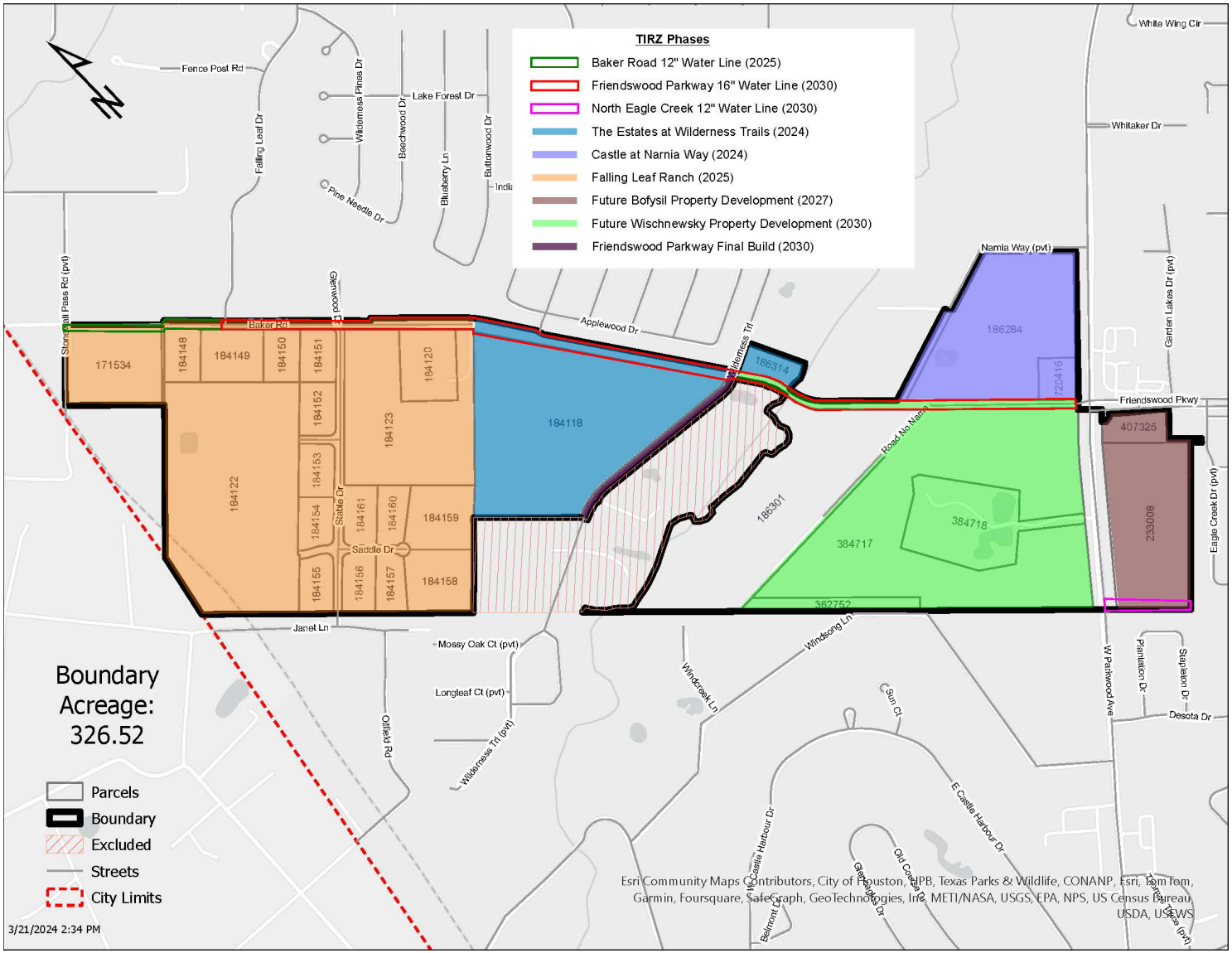


EXHIBIT B – NON-PROJECT COSTS

Lot Type	Units/ Sq. Ft.	Lot Value[a] Per Unit	Lot Value[a] Total	Buildout Value[a] Per Unit	Buildout Value[a] Total	Non-Project Costs
Future Wischnewsky Property						
Commercial	300,000	$ 28	$ 8,400,000	$ 618	$ 185,400,000	$ 177,000,000
Single Family	30	$ 450,000	$ 13,500,000	$ 2,000,000	$ 60,000,000	$ 46,500,000
Subtotal	300,030					$ 223,500,000
Future Bofysil Property						
Single Family	60	$ 70,000	$ 4,200,000	$ 400,000	$ 24,000,000	$ 19,800,000
Commercial	75,000	$ 28	$ 2,100,000	$ 550	$ 41,250,000	$ 39,150,000
Subtotal	75,060					$ 58,950,000
Falling Leaf Ranch						
Single Family	37	$ 450,000	$ 16,650,000	$ 2,000,000	$ 74,000,000	$ 57,350,000
Subtotal	37					$ 57,350,000
The Estates at Wildnerness Trails						
Single Family	41	$ 450,000	$ 18,450,000	$ 2,000,000	$ 82,000,000	$ 63,550,000
Subtotal	41					$ 63,550,000
Castle Bioscience						
Commercial	80,000	$ 28	$ 2,240,000	$ 618	$ 49,440,000	$ 47,200,000
Retail	30,000	$ 124	$ 3,710,379	$ 550	$ 16,500,000	$ 12,789,621
Office	80,000	$ 20	$ 1,600,000	$ 618	$ 49,440,000	$ 47,840,000
Subtotal	190,000					$ 107,829,621
Total	**565,168**					**$ 511,179,621**

Footnotes:

[a] Values and Units/Sq. Ft. as provided by the City on April 29, 2024 and May 3, 2024. May not be representative of this area or this development.

EXHIBIT C – PROJECT COSTS

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

Item		Cost
City Public Improvements		
Baker Road 12" Water Line	$	2,744,712
Friendswood Parkway 16" Water Line	$	10,836,619
Friendswood Parkway	$	7,074,373
North Eagle Creek 12" Water Line	$	1,372,356
Subtotal	**$**	**22,028,060**
The Estates at Wilderness Trails		
Site Preparation	$	660,615
Friendswood Parkway	$	1,904,897
Clearing, Grubbing & Demolition	$	100,496
Earthwork, Paving & Grading	$	1,917,508
Water Distribution System	$	1,268,400
Storm Drainage	$	570,000
Detention	$	439,669
Sanitary Sewer System	$	2,736,810
Sanitary Lift Station	$	1,600,000
Striping & Signage	$	100,000
Street Lights	$	50,000
Contingency	$	2,252,241
Soft Costs	$	2,765,499
Subtotal	**$**	**16,366,135**
Falling Leaf Ranch		
Site Preparation	$	777,194
Friendswood Parkway	$	3,081,466
Clearing, Grubbing & Demolition	$	150,744
Earthwork, Paving & Grading	$	2,739,298
Water Distribution System	$	2,265,000
Storm Drainage	$	883,500
Detention	$	681,488
Sanitary Sewer System	$	4,045,719
Striping & Signage	$	100,000
Street Lights	$	50,000
Contingency	$	2,943,724
Soft Costs	$	3,626,684
Subtotal	**$**	**21,344,817**
Future Bofysil Property		
Site Preparation	$	738,334
Clearing, Grubbing & Demolition	$	50,248
Earthwork, Paving & Grading	$	913,099
Water Distribution System	$	453,000
Storm Drainage	$	313,500
Detention	$	241,818
Sanitary Sewer System	$	1,665,884
Contingency	$	881,458
Soft Costs	$	1,089,154
Subtotal	**$**	**6,346,495**

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

Item		Cost
Future Wischnewsky Property		
Site Preparation	$	777,194
Friendswood Parkway	$	7,493,597
Clearing, Grubbing & Demolition	$	125,620
Earthwork, Paving & Grading	$	2,374,058
Water Distribution System	$	1,812,000
Storm Drainage	$	741,000
Detention	$	571,570
Sanitary Sewer System	$	3,450,760
Sanitary Lift Station	$	1,600,000
Striping & Signage	$	100,000
Street Lights	$	50,000
Contingency	$	3,804,862
Soft Costs	$	4,644,347
Subtotal	**$**	**27,545,008**
Castle Bioscience Projects		
Site Preparation	$	505,176
Earthwork, Paving & Grading	$	1,187,029
Clearing, Grubbing & Site Preparation	$	60,298
Water Distribution System	$	543,600
Storm Drainage	$	342,000
Detention	$	263,802
Contingency	$	587,918
Soft Costs	$	743,187
Subtotal	**$**	**4,233,010**
Subtotal Public Improvements[a]	**$**	**97,863,525**
Administrative Costs	**$**	**5,204,265**
Total Project Costs	**$**	**103,067,790**

Footnotes:

[a] As identified by the City, based on the City Engineer's Opinion of Probable Cost in May 2024.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

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

Zone Year	Calendar Year	City Project Costs		The Estates at Wilderness Trail		Falling Leaf Ranch		Future Bofysil Property		Future Wischnewsky Property		Castle Bioscience at Narnia Way		Total Project Costs[a]	
		Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2024	$ -	$ -	$ 16,366,135	$ 16,366,135	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,233,010	$ 4,233,010	$ 20,599,145	$ 20,599,145
1	2025	$ 2,744,712	$ 2,744,712	$ -	$ 16,366,135	$ 21,344,817	$ 21,344,817	$ -	$ -	$ -	$ -	$ -	$ 4,233,010	$ 24,089,529	44,688,674
2	2026	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ -	$ -	$ -	$ -	$ 4,233,010	$ -	44,688,674
3	2027	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ 6,346,495	$ 6,346,495	$ -	$ -	$ -	$ 4,233,010	$ 6,346,495	51,035,169
4	2028	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ 6,346,495	$ -	$ -	$ -	$ 4,233,010	$ -	51,035,169
5	2029	$ -	$ 2,744,712	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ 6,346,495	$ -	$ -	$ -	$ 4,233,010	$ -	51,035,169
6	2030	$ 19,283,348	$ 22,028,060	$ -	$ 16,366,135	$ -	$ 21,344,817	$ -	$ 6,346,495	$ 27,545,008	$ 27,545,008	$ -	$ 4,233,010	$ 46,828,356	97,863,525
Total		**$ 22,028,060**		**$ 16,366,135**		**$ 21,344,817**		**$ 6,346,495**		**$ 27,545,008**		**$ 4,233,010**		**$ 97,863,525**	

Footnotes:

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

EXHIBIT E – FEASIBILITY STUDY

As set forth in the table of revenue projections below, during the term of the Zone, City TIRZ Increment will be generated in amounts sufficient to fund the Project Costs set forth in Exhibit C as and when such Project Costs are incurred.

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

Zone Year	Tax Year	Growth/ Year[a]	Added Development Value[b]	New Taxable Value	Incremental Value	TIRZ Fund Contribution %	TIRZ Fund Contribution Annual	TIRZ Fund Contribution Cumulative	City Retained New Revenue Annual	City Retained New Revenue Cumulative
Base	2024			$ 7,301,296						
1	2025	2.0%	$ 131,440,000	$ 138,887,322	$ 131,586,026	100%	$ -	$ -	$ -	$ -
2	2026	2.0%	$ 294,389,600	$ 436,054,668	$ 428,753,372	100%	$ 658,888	$ 658,888	$ -	$ -
3	2027	2.0%	$ 121,248,216	$ 566,023,978	$ 558,722,682	100%	$ 2,146,888	$ 2,805,776	$ -	$ -
4	2028	2.0%	$ 43,774,830	$ 621,119,287	$ 613,817,991	100%	$ 2,797,681	$ 5,603,457	$ -	$ -
5	2029	2.0%	$ -	$ 633,541,673	$ 626,240,377	100%	$ 3,073,559	$ 8,677,016	$ -	$ -
6	2030	2.0%	$ -	$ 646,212,506	$ 638,911,210	100%	$ 3,135,761	$ 11,812,777	$ -	$ -
7	2031	2.0%	$ -	$ 659,136,757	$ 651,835,461	100%	$ 3,199,207	$ 15,011,984	$ -	$ -
8	2032	2.0%	$ -	$ 672,319,492	$ 665,018,196	100%	$ 3,263,923	$ 18,275,907	$ -	$ -
9	2033	0.0%	$ -	$ 672,319,492	$ 665,018,196	100%	$ 3,329,932	$ 21,605,839	$ -	$ -
10	2034	0.0%	$ -	$ 672,319,492	$ 665,018,196	100%	$ 3,329,932	$ 24,935,771	$ -	$ -
11	2035	2.0%	$ -	$ 685,765,882	$ 678,464,586	100%	$ 3,329,932	$ 28,265,704	$ -	$ -
12	2036	2.0%	$ -	$ 699,481,199	$ 692,179,903	100%	$ 3,397,262	$ 31,662,966	$ -	$ -
13	2037	2.0%	$ -	$ 713,470,823	$ 706,169,527	100%	$ 3,465,939	$ 35,128,904	$ -	$ -
14	2038	2.0%	$ -	$ 727,740,240	$ 720,438,944	100%	$ 3,535,989	$ 38,664,893	$ -	$ -
15	2039	2.0%	$ -	$ 742,295,044	$ 734,993,748	100%	$ 3,607,440	$ 42,272,332	$ -	$ -
16	2040	2.0%	$ -	$ 757,140,945	$ 749,839,649	100%	$ 3,680,319	$ 45,952,652	$ -	$ -
17	2041	2.0%	$ -	$ 772,283,764	$ 764,982,468	100%	$ 3,754,657	$ 49,707,309	$ -	$ -
18	2042	2.0%	$ -	$ 787,729,440	$ 780,428,144	100%	$ 3,830,481	$ 53,537,790	$ -	$ -
19	2043	0.0%	$ -	$ 787,729,440	$ 780,428,144	100%	$ 3,907,822	$ 57,445,613	$ -	$ -
20	2044	0.0%	$ -	$ 787,729,440	$ 780,428,144	100%	$ 3,907,822	$ 61,353,435	$ -	$ -
21	2045	2.0%	$ -	$ 803,484,028	$ 796,182,732	100%	$ 3,907,822	$ 65,261,257	$ -	$ -
22	2046	2.0%	$ -	$ 819,553,709	$ 812,252,413	100%	$ 3,986,710	$ 69,247,967	$ -	$ -
23	2047	2.0%	$ -	$ 835,944,783	$ 828,643,487	100%	$ 4,067,175	$ 73,315,142	$ -	$ -
24	2048	2.0%	$ -	$ 852,663,679	$ 845,362,383	100%	$ 4,149,250	$ 77,464,392	$ -	$ -
25	2049	2.0%	$ -	$ 869,716,952	$ 862,415,656	100%	$ 4,232,966	$ 81,697,358	$ -	$ -
26	2050	2.0%	$ -	$ 887,111,291	$ 879,809,995	100%	$ 4,318,357	$ 86,015,715	$ -	$ -
27	2051	2.0%	$ -	$ 904,853,517	$ 897,552,221	100%	$ 4,405,455	$ 90,421,170	$ -	$ -
28	2052	2.0%	$ -	$ 922,950,588	$ 915,649,292	100%	$ 4,494,295	$ 94,915,465	$ -	$ -
29	2053	0.0%	$ -	$ 922,950,588	$ 915,649,292	100%	$ 4,584,912	$ 99,500,378	$ -	$ -
30	2054	0.0%	$ -	$ 922,950,588	$ 915,649,292	100%	$ 4,584,912	$ 104,085,290	$ -	$ -
Total			**$ 590,852,646**				**104,085,290**		**-**	

Assumptions	
Base Taxable Value	7,301,296.00
City AV Rate	0.5007

Footnotes

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

[b] Based on project development data as provided by the City on May 13, 2024.

EXHIBIT F – PROPOSED USES OF THE PROPERTY

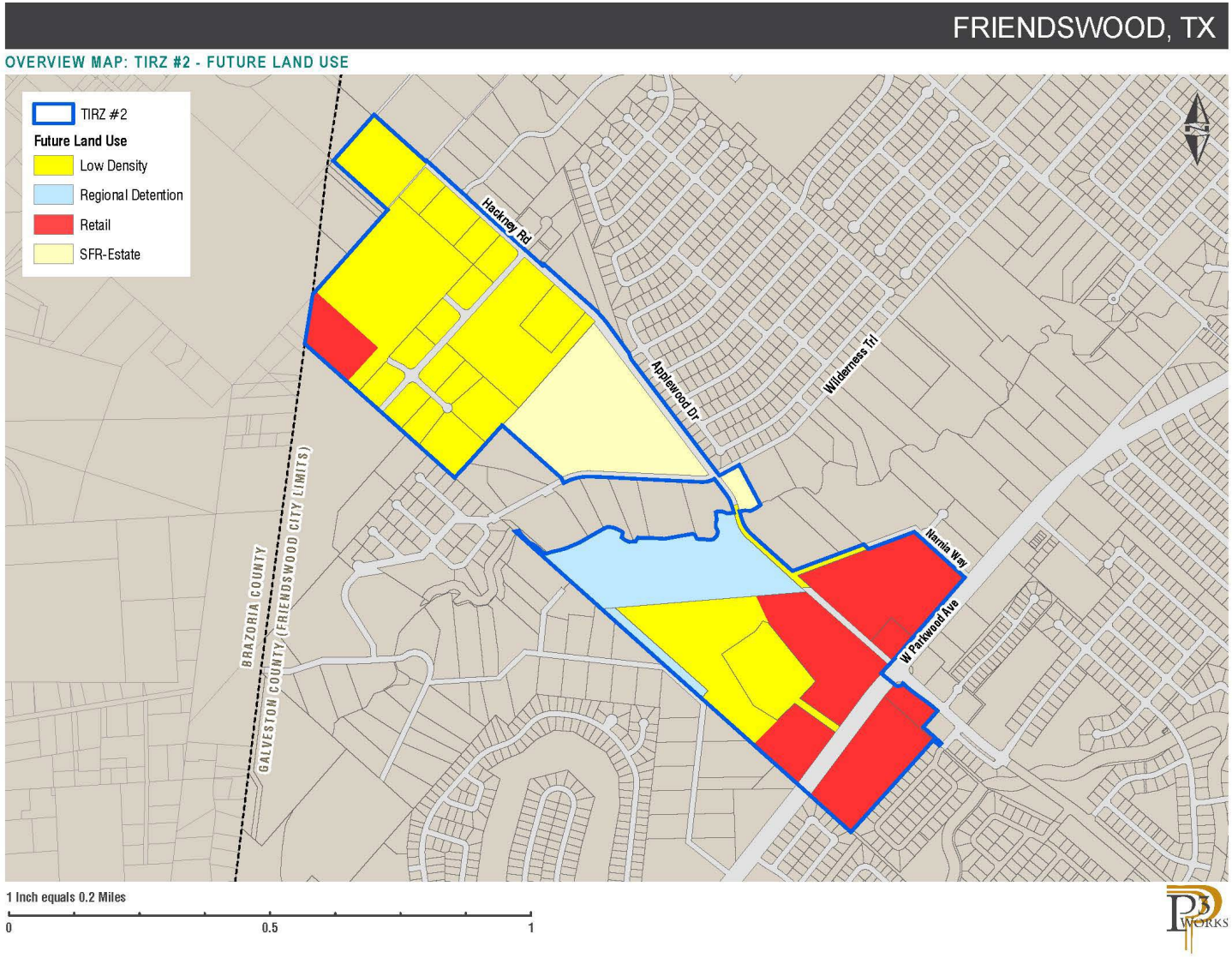


EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS

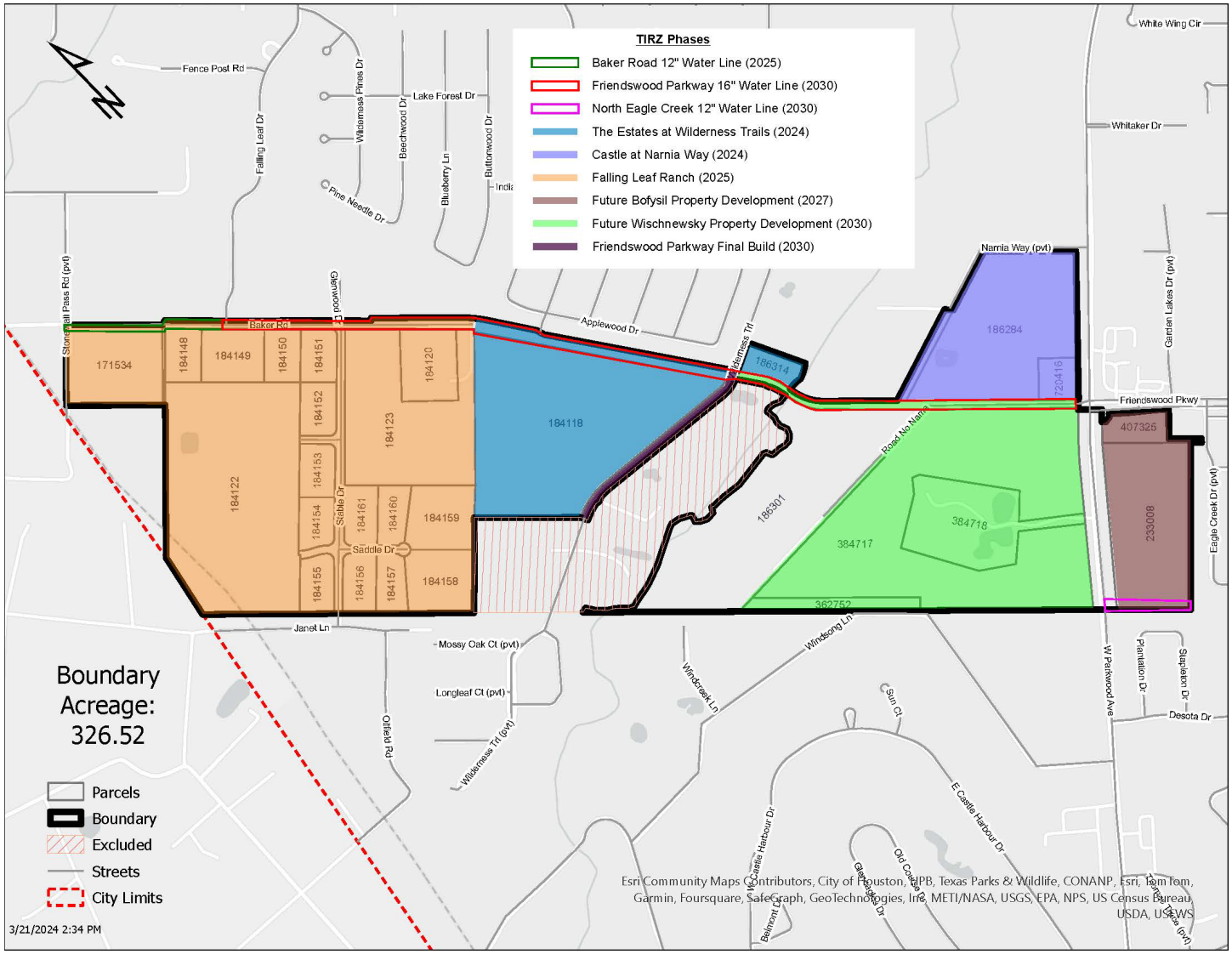


EXHIBIT H – PARCEL IDENTIFICATION

Property ID	Taxable Value	Acreage
384718	$ 1,531,000	12.26
362752	$ -	3.000
384717	$ 3,920	49.02
186301	$ -	33.02
186314	$ -	2.13
184158	$ 66,090	5.51
184157	$ 27,680	2.31
184156	$ 30,730	2.56
184159	$ 66,210	5.52
184155	$ 30,910	2.58
184160	$ 27,860	2.32
184161	$ 30,190	2.52
184154	$ 27,910	2.33
184118	$ 2,951,940	38.44
184153	$ 29,800	2.48
184120	$ 36,470	5.21
184152	$ 29,800	2.48
184123	$ 133,120	21.13
184151	$ 29,800	2.48
184150	$ 29,950	2.5
184122	$ 165,980	40.07
184149	$ 51,760	4.32
184148	$ 30,010	2.5
171534	$ 114,000	9.5
720416	$ 668,976	2.13
186284	$ 593,350	37.7
233008	$ 1,260	15.75
407325	$ 592,580	2.77

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Present an update regarding the City's Fourth of July celebration.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This year's theme for Friendswood's 129th Annual Fourth of July Celebration is Music of America.

The celebration will take place on Thursday, July 4th, with the Grand Parade starting at 10:00 a.m. on S. Friendswood Drive (FM 518) at Heritage Drive and concludes at Stevenson Park.

The DAY PROGRAM will begin at Stevenson Park, 1000 S Friendswood Dr. after the Grand Parade. The event will include vendors, games, food, and entertainment until 2:00 p.m.

The EVENING CONCERT AND FIREWORKS will begin at 7:00 p.m. at CENTENNIAL PARK, 2200 S Friendswood Dr. This will be a special night with music from the Spazmatics and the spectacular fireworks extravaganza will close out the evening and will begin at approximately 9:10 p.m.

There will be no general parking at Centennial Park. A free shuttle service will be provided for the public from Friendswood High School and from Friendswood Methodist Church starting at 6:00 p.m. through 8:45 p.m.

For questions about the 4th of July festivities, feel free to contact the Parks and Recreation office at 281-996-3220 or rec@friendswood.com.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 4th of July 2024 Flyer

FRIENDSWOOD 4TH OF JULY STEERING COMMITTEE PRESENTS

129TH ANNUAL FRIENDSWOOD 4TH OF JULY CELEBRATION

MUSIC of AMERICA

THURSDAY, JULY 4, 2024

Grand Parade
10:00 AM
ON FRIENDSWOOD DR. BETWEEN HERITAGE DR. & STEVENSON PARK

Stevenson Park
11:00 AM
RIDES, GAMES, FOOD, & ENTERTAINMENT

Centennial Park
7:00 PM
FOOD AND ENTERTAINMENT BY THE SPAZMATICS

Fireworks Show
9:10 PM
FOLLOWING FEATURED ENTERTAINMENT

★ FRIENDSWOOD.COM/JULY4 ★

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: June 3, 2024

Date submitted: 05/08/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Present an update regarding Small Business Week held April 28-May 4, 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Small Business Week kicked-off on Monday, April 29th with a proclamation delivered by Mayor Foreman at Summer Moon and events were held throughout the week to bring recognition to the small businesses that play an important part in Friendswood. The week's events included keynote speakers, opportunities for collaboration along with professional guidance.

These events were planned and presented by a collaboration of the CEDC, Friendswood Rotary, FDFA, the Chamber of Commerce and the Galveston County Small Business Development Center.

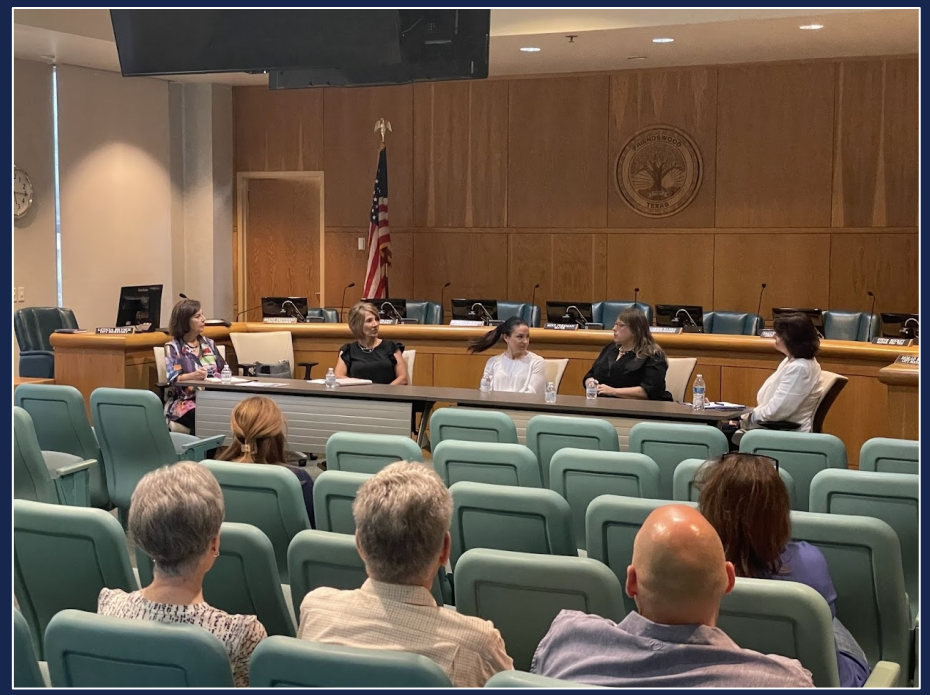
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CMR - SBW

Friendswood Small Business Week April 28 – May 4



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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recognize the Waste Connections of Texas 2024 Scholarship Recipients.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In the continuing community partnership between the City of Friendswood and Waste Connections of Texas the 2024 scholarship recipients are as follows:

- Friendswood High School – Julia Houting who plans to study psychology at the University of North Texas;
- Clear Brook High School – Claudia Palacios who plans to study engineering at Texas A&M University; and
- Clear Springs High School – Anna Trinosky who plans to study human development and family science at Texas Tech University.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Waste Connections of Texas continues to demonstrate its commitment to supporting the community by providing scholarships for students graduating from high schools in Friendswood.

RECOMMENDATIONS

None

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: June 3, 2024

Date submitted: 05/08/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Present an update regarding the Friendswood Public Library Summer Reading Programs.

Originating Department: Library

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The theme for this year's Friendswood Library Summer Reading Series is Adventure Begins at your Library and will run from June 1st through August 10th. The summer programs are catered to age groups including Children and Family, Tweens, and Young Adults. Programs range from weekly crafts, story-time, Lego hours, Friday fun nights and other fun and unique events. Sign-up for the Summer reading challenge on Beanstack located on the Library's website and track your books, claim the prizes and learn more about all the fun programs available to avid readers of all ages. For more information, visit the Library website at: https://www.friendswood.lib.tx.us/youth-services/.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Summer Library Program

The Friendswood Library Summer Reading Challenge for all ages begins June 1st through August 10th. Register on Beanstack through the library's website to record your reading, claim your prizes and learn about all the fun programs at the library this summer.

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: June 3, 2024

Date submitted: 05/21/2024

Prepared by: Glenda Faulkner, Director of Communications

Subject: Present an update regarding the City's receipt of a Texas General Land Office Mitigation Grant.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City received $4,636,100 in regional CDBG-MIT funds from the MOD developed by the H-GAC.

Of that, half of it was obligated to go to a project benefitting LMI persons, which is our Annalea neighborhood project. Virginia Lane and Ella Court will be reconstructed and water lines and storm sewer lines upgraded (storm sewer lines extended north of Mary Ann to address drainage issues at the cul-de-sacs).

In addition, a new 0.5 MG Ground Storage Tank will be constructed at Water Plant 4 in the Sunmeadow Subdivision to supplement storage capacity at this location. This GST was identified in our *Water Systems Improvement* project by Garver as a capacity need to support continued growth on the southern end of town via the Georgetown and Friendswood Trails subdivisions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GLO MIT Grant 1
2. GLO MIT Grant 2
3. GLO MIT Grant 3

HOUSTON-GALVESTON AREA COUNCIL
Serving Today • Planning for Tomorrow
TEXAS GENERAL LAND OFFICE
DATE 5/21/24
PAY TO THE ORDER OF City of Friendswood
$4,636,100
Four Million Six hundred thirty Six thousand and one hundred DOLLARS
FOR Ground water storage tank
Dawn Buckingham, M.D
COMMISSIONER

MIKE FOREMAN
MAYOR
City of Friendswood

SPECIAL PRESENTATION
Texas Land Commissioner
Dr. Dawn Buckingham
TEXAS GENERAL LAND OFFICE
City of Leagueville City
City of Friendswood
Chambers County
City of El Campo
City of Conroe
City of Aransas Pass
City of Brookshire
Austin County
City of Santa Fe

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: June 3, 2024

Date submitted: 05/02/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider authorizing the City Manager to negotiate and execute a funding authorization with the Gulf Coast Authority for the Blackhawk Regional Waste Water Treatment Facility Aeration Improvements Project.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the City Manager to negotiate and execute a funding authorization with the Gulf Coast Authority (the "Authority") for the Blackhawk Regional Waste Water Treatment Facility Aeration Improvements Project (the "Project") in the amount of $1,124,953.

This Project is being led by the Authority and is a collaboration of four co-participants, including Friendswood, that are served by the Blackhawk Regional WWT Facility. The project cost for each participant is based on the reserve capacity percentage allowed under the contract. On April 19, 2024, the Authority received four bids from OPCC, JTR Constructor's Inc, Reytec Construction and Boyer. The Authority has selected JTR Constructor's Inc whose base bid was in the amount of $10,746,300, with the costs of the alternatives being $1,025,000. Considering that the facility will need alternatives separately over the next three years, and the increase in project costs due to inflation, it was decided that it was in the best interest of the participants to move forward with the base bid and the alternatives for a total amount of $11,771,300. A breakdown of the scope of work and costs is below:

Scope of Work	JTR Constructor's Inc
Item 1: Bonds, Mobilization, and Demobilization (10%)	$500,000
Item 2: Demolition	$100,000
Item 3: Site Work	$75,000
Item 4: Aeration Blower Replacement and Associated Work	$2,500,000
Item 5: Aeration Basin Diffusers	$1,500,000
Item 6: RAS Flow Distribution box	$25,000
Item 7: Yard Piping	$2,164,300
Item 8: Electrical, Complete	$1,600,000
Item 9: Instrumentation and Control (I&C), Complete	$1,050,000
Item 10: Aeration Basin Sludge/Grit Removal	$652,000
Item 11: Allowance for Unforeseen Construction Costs	$100,000
Item 12: Allowance for Early Completion Bonus	$10,000
Total Base Bid	$10,276,300

Add Alternate 1 - Digester Blower and Appurtenances	$425,000
Add Alternate 2 - RAS Pump Station Improvement	$140,000
Add Alternate 3 - BFP Filtrate Drain Pump Station	$220,000
Add Alternate 4 - Gravity Thickener Supernatant Pump Station	$240,000
Total Add Alternates	$1,025,000
Total Project with Add Alternates	$11,301,300
Deviation from low bidder ($)	$0
Deviation from low bidder (%)	0%
Construction Management Fee	$470,000
Total Project Cost (Base Bid)	$10,746,300
Total Project Amount (with Alternates)	$11,771,300

The breakdown of the co-participants' contributions is below:

	Difference in Amount 1,892,300	
	Reserved Capacity %	Amount owed
Friendswood	59.449%	1,124,953
HCMUD55	21.243%	401,981
Houston	8.227%	155,680
Baybrook MUD 1	11.081%	209,686
Total	100.000%	1,892,300

This is an increase of $1,124,953 from the Project's original projected and invoiced costs. The monies to cover the associated increase will be paid from the City's Water and Sewer fund balance and are included in Budget Amendment VII.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. GCA - Blackhawk - Regulatory Improvements Letter - Construction Costs
2. BH Interlocal Regional Waste Disposal Facilities Contract 2-4-2022-compressed

Gulf Coast Authority

910 Bay Area Boulevard • Houston, Texas 77058

Phone: 281.488.4115 • Fax: 281.488.3331 • www.gcatx.org

February 12, 2024

Blackhawk Advisory Committee ("Participants")
City of Friendswood, Rene Ibarra, Public Works Director
City of Houston, Bintuan Zhu, Engineer
Baybrook MUD 1, Mark Swanson, Engineer
HCMUD 55, Robert Squires, Board President

Re: Aeration Improvement Project:
Blackhawk Wastewater Treatment Facility ("Blackhawk WWTF") Interlocal Regional Waste Disposal Facility Contract, dated 02/14/2022 (the "Contract")

Blackhawk Advisory Committee Members,

On August 25, 2022, Gulf Coast Authority ("GCA" or the "Authority") advised the Blackhawk Advisory Committee that, based upon a preliminary report of CDM Smith, certain regulatory improvements are necessary for the Blackhawk WWTF in order to treat the Participants' existing reserved capacity in accordance with all regulatory requirements. These improvements are necessary for the fulfillment of the Contract in an efficient and economical matter and in accordance with 1) sound business principles, ii) accepted good engineering, and iii) management practices for the operation of similar type and size wastewater treatment plants. [Contract Sec. 4.02-4.04; 5.01]. At that time, GCA requested funding for the engineering costs to follow through with the necessary engineering costs to permit construction documents to be prepared for the anticipated improvements.

GCA is preparing to receive bids for the construction of the regulatory improvements ("the Aeration Improvements Project"). The Aeration Improvements Project will replace aging aeration equipment and install a more energy-efficient aeration system. It has also been determined that the Blackhawk WWTF is not hydraulically balanced, which negatively impacts the aeration capabilities and wastewater treatment. To address these issues, the Aeration Improvements Project will include:

- Five (5) new multistage aeration blowers;
- New aeration piping to aeration basins;
- New flow meters, flow control valves, and diffusers for aeration basins; and
- Allowance for grit removal and crack repair in all five aeration basins.

Additional alternatives will include, if within the budget approved by the Participants:

- RAS Pump Station Improvements;
- Digester Blower Replacement; and
- Replace Belt Press Filtrate and Gravity Thickener Pumps.

Based upon CDM Smith's report of probable cost, GCA anticipates the construction costs for the Aeration Improvements Project to be $9,879,000.00, as described in Exhibit A, attached. GCA is available to discuss with the Blackhawk Advisory Committee, either individually or as a group, the engineer's report and GCA's determination of the necessity of the improvements.

If a Participant desires to dispute the necessity of the proposed improvements, the Participant must submit the dispute or objection to arbitration by Friday, April 12, 2024. The failure to submit any dispute or objection to arbitration by that deadline is deemed to be a waiver of any dispute or objection. [Contract Sec. 4.05]

GCA anticipates receiving bids for the Aeration Improvements Project on Friday, April 5, 2024, and awarding a contract for the construction of the regulatory improvements at the GCA Board's regular meeting on May 9, 2024. In order to execute the contract for the construction of the regulatory improvements, GCA will need all the Participants' funds for the contract no later than Monday, May 20th, 2024 at 2:00 p.m.

GCA requests that each Participant deposit with GCA the following sums on or before May 20, 2024, for the costs construct the proposed regulatory improvements:

	Total Project Amount	
	9,879,000	
	Reserved Capacity %	**Amount owed**
Friendswood	59.449%	5,872,967
HCMUD55	21.243%	2,098,596
Houston	8.227%	812,745
Baybrook MUD 1	11.081%	1,094,692
Total	**100.000%**	**9,879,000**

Gulf Coast Authority

_____
Elizabeth Fazio Hale
General Manager CEO

Cc: City of Friendswood Email: ribarra@friendswood.com
910 South Friendswood Drive
Friendswood, Texas 77546
Attn: Mayor Mike Foreman, City of Friendswood

City of Houston Email: David.Wurdlow@houston.tx.gov
Director, Public Works
611 Walker
Houston, Texas 77002
Attn: City of Houston, David Wurdlow

Baybrook MUD 1 Email: SJohnson@abhr.com
C/O Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Suewan Johnson

Harris County MUD 55 Email: reginald.wilson@nortonrosefulbright.com
C/O Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
Attn: Reginald Wilson

Exhibit A: CDM SMITH – 90% Opinion of Probable Cost

	Base Scope + Add Alt Items	Base Scope Only
Site Civil	$17,000	$17,000
Yard Piping	$1,746,000	$1,746,000
Site Demo	$268,000	$268,000
Headworks Modifications	$39,000	$39,000
AB Improvements	$3,831,000	$3,831,000
I&C	$687,000	$687,000
Electrical	$1,462,000	$1,462,000
MOPO Allowance	$79,000	$79,000
Base Project Subtotal	**$8,130,000**	**$8,130,000**
RAS PS Improvements	$218,000	
Digester Blower Replacement	$399,000	
BFP Filtrate and Gravity Thickener Pumps	$662,000	
Total Project Subtotal	**$9,409,000**	**$8,130,000**
Engineering (funded)	$862,000	$862,000
Construction Management (5%)	$470,000	$407,000
Total Project	**$10,741,000**	**$9,399,000**
Engineering (funded)	$(862,000)	$(862,000)
Remaining Total	**$9,879,000**	**$8,537,000**

Note: all scope line items include distributed markups for contingency, escalation, contractor OH&P, indirect project costs, bonds, insurance, and applicable taxes

INTERLOCAL REGIONAL WASTE DISPOSAL FACILITIES CONTRACT

by and among

GULF COAST AUTHORITY,

CITY OF FRIENDSWOOD, TEXAS,

CITY OF HOUSTON, TEXAS,

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 55, and

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1.

INTERLOCAL REGIONAL WASTE DISPOSAL FACILITIES CONTRACT

This Contract ("Contract") is made and entered into this 4th day of February, 2022, by and among the Gulf Coast Authority (the "Authority"), a governmental agency and body politic and corporate of the State of Texas created as a conservation and reclamation district pursuant to Article XVI, Section 59 of the Texas Constitution under the provisions of Chapter 409 of the Acts of the regular session in 1969 of the Sixty-First Legislature, as amended, the City of Friendswood, Texas ("Friendswood"), a home rule city under the laws of the State of Texas, the City of Houston, Texas ("Houston"), a home rule city under the laws of the State of Texas, the Baybrook Municipal Utility District No. 1 ("Baybrook MUD 1"), a conservation and reclamation district created and operating pursuant to Chapter 54 of the Texas Water Code, and the Harris County Municipal Utility District No. 55 ("HCMUD 55"), a conservation and reclamation district created and operating pursuant to Chapter 54 of the Texas Water Code, sometimes referred to collectively as the Parties, or individually as a Party.

WHEREAS, the Authority and Friendswood constructed an integrated, area-wide waste collection, treatment, and disposal system sufficient to receive, treat, and dispose of sewage pursuant to a Regional Waste Disposal Facilities Contract dated December 12, 1974 (the "Friendswood Agreement"); and

WHEREAS, the Authority and Harris County Municipal Utility District No. 55 entered into a Regional Waste Disposal Facilities Contract dated December 12, 1974 for cost sharing in the construction and operation of the Blackhawk Regional Wastewater Treatment Facility (the "Plant") under terms and conditions similar to the Friendswood Agreement; and

WHEREAS, the Authority and Harris County Municipal Utility District No. 142 entered into a Regional Waste Disposal Facilities Contract dated April 13, 1976 for cost sharing in the construction and operation of the Plant under terms and conditions similar to the Friendswood Agreement; Houston annexed MUD 142 in 1979 and succeeded to MUD 142's rights and obligations under the contract; and Houston and the Authority entered into a Supplemental Agreement No. 1 to the contract dated December 18, 1984; and

WHEREAS, the Authority and CDC-Houston, Inc. entered into a Regional Waste Disposal Facilities Contract dated November 1, 1986, and signed November 4, 1986, and the Supplemental Agreement No. 1 to the contract dated September 18, 1985 and signed January 23, 1986, under terms and conditions similar to the Friendswood Agreement, and CDC-Houston, Inc. conveyed all of its capacity in the Plant, and its rights, title, interests and obligations in said contracts to Baybrook MUD 1 by two assignments dated September 8, 1989 and July 17, 1990; and

WHEREAS, Baybrook MUD 1, Friendswood, Houston and HCMUD 55 desire to make certain Regulatory Improvements to the Plant recommended by the Authority in order to maintain efficient operation of the Plant and the necessary capacity to meet the sewage treatment needs of the Participants; and

WHEREAS, the Participants desire to enter into this Contract to provide for the continued long-term operation of the Plant and to provide for construction, financing and operation of Regulatory Improvements and to replace, restate and supersede all their prior agreements related to the Plant except as provided by Article XII hereof;

NOW, THEREFORE, in consideration of these premises, the mutual covenants herein contained, and for other good and valuable considerations, the truth, receipt and sufficiency of which are hereby acknowledged by all the parties hereto, the Authority, Houston, Friendswood, Baybrook MUD 1 and HCMUD 55 have agreed, and do hereby agree, as follows:

I. DEFINITIONS

"Arbitration Period" means the period that an arbitration proceeding is pending.

"Article" means any subdivision of this Contract designated with a Roman numeral.

"Advisory Committee" means a group composed of one member appointed by each Participant contracting with the Authority, including any Other Parties that become Participants in accordance with this Contract.

"Authority Bonds" means only those bonds or other evidences of indebtedness issued by the Authority which, together with the interest thereon, are to be paid from payments to be made pursuant to this Contract in order to acquire funds to acquire, construct, or complete the Plant, or any expansions thereof for one or more participants, or any modifications to the Plant that are necessary to meet any waste disposal or discharge requirements set by any governmental agency having jurisdiction over such matters, including Regulatory Improvements.

"Capital Costs" means a fixed, one-time expense incurred for land, buildings, construction or equipment used to operate the Plant, generally in an amount more than $75,000.00.

"Claim" means a controversy, dispute or claim between the parties that arises out of or related to this Contract.

"Commission" means, the Texas Commission on Environmental Quality, including its predecessors and its successors.

"Contract" means this agreement, including any amendments hereto, between the Authority and the Participants.

"Gross Plant Revenues" means the annual payments by all Participants for operation and maintenance of the Plant as provided in Article 6.

"Industrial Waste" means liquid wastes other than Sewage discharged from the sanitary conveniences of dwellings and other buildings.

"Majority Vote In Interest" means that the vote of each Participant, as cast by that Participant's member on the Advisory Committee unless otherwise specified, shall be weighted or multiplied by the party's Reserved Capacity in the Plant so that a majority vote requires a favorable vote from at least two Participants whose combined Reserved Capacities equal more than sixty percent (60%).

"Other Party" means any individual, public or private corporation, political subdivision, governmental agency, municipality, partnership, association, firm, trust or estate or any other legal entity referred to in this Contract other than Friendswood, Houston, HCMUD 55, Baybrook MUD 1 or the Authority.

"Participant" means Friendswood, Houston, HCMUD 55, Baybrook MUD 1, their successors and assigns, together with any Other Party which, after satisfying the same obligations and duties imposed on Friendswood, Houston, HCMUD 55, and Baybrook MUD 1 under this Contract, has entered into a contract with the Authority similar to this Contract or an amendment to this Contract and has become entitled to discharge Sewage into the Plant on the same or a substantially similar contractual basis.

"Permits" means Permit No. WQ0011571-001 from the Commission, including all subsequent amendments, and any other permit, license, grant of authority, or approval required by any appropriate federal, state, or local governmental agencies with jurisdiction for discharges of Sewage from the Plant.

"Plant" means the Blackhawk Regional Wastewater Treatment Facility, and includes the facilities, devices, and structures used, operated and maintained by the Authority to serve the Participants pursuant to this Contract, including any additions, enlargements, expansions, improvements, at the Plant Site. As used herein the term "Plant" means the facilities in the size and the capacity existing at any given point in time.

"Plant Site" means the tracts of land, consisting of approximately 22 acres (as described in Exhibit "A" made a part hereof), on which the Plant is located, together with all necessary easements, plus any enlargements or expansions thereof.

"Point of Acceptance" means the point or points at which Sewage passes from the collection system of a Participant into the Plant for treatment by the Authority. See Exhibit "B" made a part hereof.

"Pretreatment Plan" means the Gulf Coast Authority, Houston Area POTW Pretreatment Plan, dated April 29, 1994, together with any valid amendments thereto.

"Prorata Share" means the ratio of the actual monthly hydraulic and organic loading of Sewage delivered by the respective party to the Plant compared to the total monthly hydraulic and organic loading of Sewage delivered to the Plant, as estimated or calculated by the Authority.

"Prorated Operation and Maintenance Cost" means a Participant's Prorata Share of the annual cost for operation and maintenance of the Plant as estimated or calculated by the Authority.

"Regulatory Improvement" means any changes, improvements or modifications of the Plant necessary to meet any Regulatory Requirements or allow the Authority to continue to operate the Plant to treat the Participants' Reserved Capacity in accordance with the standards set forth in this Contract.

"Regulatory Requirements" means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction over the Plant concerning any discharge of wastewater effluent into the waters of the State of Texas or otherwise having jurisdiction over the Plant and its operations, including, without limitation, jurisdiction obtained by virtue of acceptance of grants by the Authority or others to finance various costs of the Plant.

"Requesting Participant" means one or more Participants proposing an expansion of the Plant under Article IVA.

"Reserved Capacity" means the capacity (expressed in gallons per day of dry weather flow or as a percentage of the overall capacity) of the Plant requested and financed by, and allocated to, any Participant as estimated or calculated by the Authority and approved by the Advisory Committee.

"Review Period" means sixty days following the delivery of a consulting engineer's report regarding Regulatory Improvements.

"Sanitary Sewage Collection System" means the collection and transportation system now owned or constructed or acquired by a Participant, including the sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works, trunk lines, force mains, lift stations, and all other plants, works, and equipment.

"Section" means any subdivision of this Contract designated by an Arabic numeral.

"Service Area" means the territory that may feasibly be served by the Plant, including, but not necessarily limited to, the area which the Commission has defined as the "Blackhawk Service Area," 30 TEX. ADMIN. CODE § 351.81. See Exhibit "C" made a part hereof.

"Sewage" means a combination of the water carried human wastes and other wastes from domestic activities, such as washing, bathing, and food preparation, at residences, business buildings, institutions, and industrial establishments, together with such infiltration water as may be present.

II. PERMIT; WASTE STANDARDS

2.01. *The Permit.* The Authority has received from the Commission approval of Permit No. WQ0011571-001 that authorizes the discharge of an average of 9,250,000 gallons average flow per day of treated Sewage from the Plant. In the future, upon the request of any Participant in accordance with Article IV.A (Expansion of Plant), the Authority may apply for amendments to such Permit as requested by the Participants, with all amended permits to be held by the Authority.

2.02. *Waste Standards.* Each Participant shall discharge Sewage into the Plant in accordance with the Approved Gulf Coast Authority, Houston Area POTW Pretreatment Plan, approved on March 5, 1985, and modified on April 29, 1994, together with any valid amendments thereto, (the "Pretreatment Plan") after sufficient notice of such proposed amendment is given to the Participants.

2.03. *Authority Compliance.* The Authority is obligated to use every reasonable effort to comply with all terms and conditions of permits, licenses and authorizations, and all applicable rules of any government agency with jurisdiction of the Plant and its acceptance and disposal of wastes as specified in this Contract. The Advisory Committee shall review and monitor the Authority's compliance through review of its self-reporting to regulatory authorities and review of any reports prepared by the Authority's consultants. Written notices of non-compliance shall be issued by the Advisory Committee to the Authority, giving the Authority thirty (30) days to submit a plan, prepared by a consulting engineer, to correct any non-compliant conditions. Provided, further, all the Authority's costs associated with the Authority's compliance shall be an operations and maintenance expense of the Plant.

2.04. *Participant Compliance.* The Authority shall have the continuous right to make spot inspections of any Participant's Sanitary Sewage Collection System to ensure compliance with the Authority's Pretreatment Plan, as provided in Section 2.02, above. Upon failure to comply with the requirements thereof, notice in writing by the General Manager of the Authority shall be given to the governing body of any defaulting Participant, and such notice shall require correction or compliance within thirty (30) days of receipt thereof. Unless the required correction is made, the General Manager of the Authority shall give further notice to such defaulting Participant that unless correction is made as set out in the notice, the defaulting Participant shall be charged from the date of default for the additional cost of operating and maintaining the Plant occasioned by any default (with such cost and date of default determined by the Authority and approved by the non-defaulting members of the Advisory Committee).

III. PLANT OWNERSHIP; REGIONALIZATION; RESERVED CAPACITIES; OWNERSHIP OF EFFLUENT

3.01. *Ownership.* Ownership of the Plant Site will be in the name of Authority, with the total cost attributable to the Plant Site including site work, access, etc. to be borne by the Participants. The Participants own the Plant, including the Plant Site, in relation to their respective Reserved Capacities, as adjusted from time to time in accordance with the terms of this Contract.

3.02. *Regionalization.* The Authority and the Participants agree that regionalization of waste collection, treatment, and disposal facilities is necessary and desirable. To achieve that goal, the Participants agree that the Authority shall have, and is hereby granted, the exclusive right of use and control of the Plant for the purpose of furnishing of Sewage treatment or water reclamation services to the Participants in the Service Area. Subject to the provisions of Articles IV.A (Expansion of the Plant) and IV.B (Regulatory Improvements), the Authority may, if in its judgment it deems the same necessary, modify, reconstruct, extend, or integrate the Plant with any other disposal facilities furnished, purchased, established, or constructed with funds from any other source so long as the Plant remains on the Plant Site and the Authority's determination is approved by the Advisory Committee. The Participants shall have no right or authority to approve, disapprove, or object to the manner or means of the Authority's use and control of the Plant so long as the Authority continuously operates the Plant in compliance with the Permit and Regulatory Requirements, and furnishes Sewage treatment services to the Participants in accordance with their respective Reserved Capacities and so long as each Participant is not adversely affected in any way, such as the imposition of additional costs for facilities or related appurtenances which are not approved by the Advisory Committee.

3.03. *Reserved Capacities.* As of the effective date of this Contract, the Plant is owned in proportion to the following Reserved Capacities, where "MGD" represents a portion of the treatment capacity of the Plant in millions of gallons per day based on a 30-day average:

Friendswood	5.499	MGD	(59.449%)
HCMUD 55	1.965	MGD	(21.243%)
Houston	0.761	MGD	(8.227%)
Baybrook MUD 1	1.025	MGD	(11.081%)
TOTAL	9.250	MGD	(100%)

3.04. *Use of Reserved Capacities.*

(a) Each Participant reserves the right (to the extent any Participant has unused Reserved Capacity available in the Plant), to enter into contracts with Other Parties providing for the discharge of any such Other Party's Sewage from the Service Area (or other areas which may feasibly be served by the Plant) into such Participant's Sanitary Sewage Collection System.

(b) Each Participant reserves the right (to the extent any Participant has unused Reserved Capacity available in the Plant), to enter into contracts for the assignment or use of the Participant's Reserved Capacity, provided such assignment, if any, is to another local governmental entity. Each Participant also has the right to assign its duties and obligations under

this Contract to any other Participant, provided such other Participant accepts the responsibilities set forth in this Contract in accordance with the proportionate share of Sewage to be disposed of by the Authority under the assignment. No Participant is relieved of its duties and responsibilities under this Contract until such time as those duties and responsibilities are undertaken by another Participant or Other Party under the terms and conditions of a contract reviewed and approved by the Advisory Committee. Any Participant's Reserved Capacity that is so assigned shall be treated as the assignee's Reserved Capacity for purposes of billing by the Authority.

(c) Such assigned Sewage shall be considered by the Authority as the assignee Participant's Sewage and shall be treated and disposed of in the Plant. Any such contracting Participant shall be billed for such Sewage flow in accordance with Article VI (Operation and Maintenance Expenses) as if the Sewage belonged to the contracting Participant. In no instance shall any Participant contract to accept, dispose, or treat any amount of Sewage that, when added to that Participant's own actual discharge of Sewage, exceeds the volume of the Reserved Capacity to which that Participant is entitled in the Plant as it then exists, or any Sewage that will cause a violation by any such Participant of the waste standards herein prescribed. Such Other Parties shall be billed by the Participant only at the Participant's cost of providing sewage treatment services (including Capital Costs, operation and maintenance, and overhead charges) and all charges to such Other Parties are subject to the approval of the Authority.

3.05. *Participant's Continuing Responsibility for Reserved Capacity.* Each Participant has a continuing responsibility for providing its proportionate share of funding for the Plant as specified in this Contract, until such time as that Participant's Reserved Capacity is sold, assigned, or otherwise assumed by another Participant. A Participant who is assigned Reserved Capacity by another Participant shall be treated as if it owns that Reserved Capacity.

3.06. *Ownership of Effluent.* The Authority shall own, and shall have the exclusive right to manage or sell, the effluent, treated wastewater, or reuse water of the Plant for the benefit of the Participants and Other Parties, if any, in proportion to the volume of Sewage or the volume of effluent, treated wastewater or reuse water attributable to such Participant or Other Party, as determined by the Authority and approved by the Advisory Committee. Proceeds from the sale shall be credited back to the Participants subject to their flow.

IV.A. EXPANSION OF PLANT

4.01. *Expansion of Plant.*

(a) Subject to the terms and conditions of this Contract, the Authority shall, upon the request of any Participant, cause the Plant to be enlarged or expanded so as to increase its Reserved Capacity. Upon completion of any such expansion, the term "Plant" as used herein shall be deemed to include said expansion. The Participant proposing any such expansion (hereinafter "Requesting Participant") must pay the entire cost thereof, including any additional costs associated with changing the rated capacity attributable to the expansion, in the manner provided by this Article.

(b) Ninety (90) days advance written notice of any proposed expansion shall be given by the Requesting Participant to the other Participants in order that any other Participant will have an opportunity to join in the proposed expansion of the Plant and to have an opportunity to schedule a proposed expansion of its own, along with the expansion by the Requesting Participant, and thereby effect a cost savings to such Participants. Any Participant, in giving or responding to any such notice, will act timely and in good faith in order to permit an orderly expansion of the Plant without causing undue delay to all parties.

4.02. *Funding of Costs; Authority Financing of Expansion.*

(a) In order to participate in a proposed expansion of the Plant, each Requesting Participant (including a participating Participant, hereinafter referred to as a Requesting Participant) must pay to the Authority (or obligate itself to pay debt service on any Authority Bonds issued in relation to an expansion of the Plant) an amount equal to the Authority's estimate of each Requesting Participant's proportionate share of the costs for the proposed expansion based on the amount of additional Reserved Capacity requested by each Requesting Participant. It is understood that if any Requesting Participant pays the cost of any enlargement or expansion of the Plant, it shall have the prior right to the full capacity of such expansion. Determination of the capacity of particular components or elements of a proposed expansion of the Plant is the decision of the Authority and its engineers, subject to the review and approval of the Advisory Committee.

(b) At any time after expiration of the ninety (90) day notice period, the Requesting Participant shall enter into an agreement with the Authority pursuant to which the Authority will: (i) apply to the Commission for and attempt to secure an expansion of the Permits, (ii) cause plans and specifications to be prepared and approved by all governmental agencies having jurisdiction, (iii) purchase additional land for the Plant Site, if available and required, (iv) take bids and enter into contracts for the construction of such improvements, (v) cause such construction to be prosecuted to completion with due diligence, and (vi) pay the costs and expenses thereof, provided that each Requesting Participant makes suitable arrangements to deposit funds with the Authority sufficient to defray each Requesting Participant's share of the costs of the proposed expansion. Unless otherwise agreed by the Requesting Participant and the Authority, the Authority and its engineers shall estimate each Requesting Participants share of costs in proportion to each Requesting Participant's estimated additional Reserved Capacity to be provided by the expansion compared to the total estimated additional Reserved Capacity to be provided by the proposed expansion of the Plant. The costs associated with expansion of the Plant shall include all of the following:

(1) estimated engineering and other consultant services;

(2) estimated costs of construction contracts for the expansion;

(3) start-up costs of the expansion;

(4) expenses of operating and maintaining the Plant for three (3) months directly related to the expansion, or as may be reasonably required by the Advisory Committee pursuant to Section 6.06;

(5) a reserve for contingencies directly related to the expansion as may be required by the Advisory Committee pursuant to Section 6.06; and

(6) any construction contingency agreed to by the Requesting Participant and approved by the Authority.

(c) Such provision for deposit of the required funds shall include each Requesting Participant's prompt and immediate choice whether to provide for financing its share of costs, as determined by the Authority, by making a cash payment to the Authority or by authorizing the Authority to issue Authority Bonds. The decision by each Requesting Participant regarding the method of financing for the Requesting Participant's share of expansion costs shall not be unreasonably withheld or delayed. Thereupon, the Authority shall create a separate fund at its depository bank and deposit such initial financing therein. Said funds shall be invested and reinvested by the Authority in accordance with law, and the money earned by any such investment shall remain in said fund for the benefit of each Requesting Participant depositing said funds based on the percentage which that Requesting Participant's deposit represents of the total deposits toward expansion of the Plant.

(d) If a Requesting Participant authorizes the Authority to issue its contract revenue bonds in an amount sufficient to pay the Requesting Participant's share of the costs to expand the Plant, the Requesting Participant and the Authority shall enter into a financing agreement detailing such arrangement.

(e) The Authority, upon written request and at the expense of any Participant(s), if it so requests, agrees to take all action reasonably necessary to obtain federal funds with which to defray all or any part of the cost of construction of any expansion of the Plant; provided, however, that, unless otherwise agreed, any Participant so requesting may terminate such request and authorization by the giving of written notice to the other persons so requesting and paying to the Authority its share of any costs incurred in seeking the funds. Any such terminating Participant shall not participate in any federal funds received as a result of efforts from which it has excluded itself.

(f) Only Participants that use and participate in the Authority's bond financing to pay their costs shall bear any of the financing costs, including any of the Authority's administrative costs related to the bond issued to pay such costs.

4.03. *Failure to Approve Expansion.* It is recognized that the Authority could fail to expand the Plant as requested by a Requesting Participant. In such event, the Authority agrees to cooperate fully and to take such actions as are necessary or appropriate to allow any Requesting Participant, at its expense, to expand the Plant at the Plant Site or to construct a small, temporary treatment plant at the Plant. Such cooperation shall include, but shall not be limited to, the execution of sufficient easements at the Plant Site and the processing of request to the appropriate governmental entities for amended Permits to allow any such construction. The Authority shall operate any such expansion of the Plant or any temporary plant and shall make charges therefor pursuant to Article VI (Operation and Maintenance Expenses) so long as it is the operator of the Plant.

IV.B. REGULATORY IMPROVEMENTS

4.04. *Regulatory Improvements*. The Parties recognize that the Authority may from time to time improve, modify or reconstruct all or part of the Plant in order to make Regulatory Improvements, operational improvements and/or expansion/upgrade improvements necessitated

either because of changes in applicable Regulatory Requirements or in order for the Authority to continue to operate the Plant to treat the Participants' existing Reserved Capacity in accordance with all Regulatory Requirements and the standards set forth in this Contract. It is agreed and understood that any obligation on the part of the Authority to construct any Regulatory Improvements of the Plant, or to operate the Plant, shall be subject to: (i) the Authority's ability to obtain or cause to be obtained all permits and licenses required to construct the Regulatory Improvement and operate the Plant; and (ii) the availability of funds, either from funds provided by Participants pursuant to this Contract, or from the proceeds of the issuance by the Authority of its bonds and the commitment of the Participants to pay the debt service on such bonds, in an amount sufficient to pay all operation and maintenance expenses, Regulatory Improvements and other costs of the Plant.

4.05. *Initiation and Review of Regulatory Improvements.*

(a) The Authority shall be responsible for determining from time to time the necessity of any Regulatory Improvements. Upon making any determination that Regulatory Improvements are required, the Authority shall promptly notify the Advisory Committee of such determination and shall provide an estimate setting forth in reasonable detail the estimated costs and time periods required to construct, acquire and install such Regulatory Improvements. At the request of the Advisory Committee, the Authority shall provide a written report from a consulting engineer that specifies in reasonable detail the regulatory or operational requirements or the other factors that necessitate the Regulatory Improvements, and such engineer's recommendation as to the type of Regulatory Improvements necessitated, together with a description of such Regulatory Improvements. The Authority shall include with the consulting engineer's report written notice of the beginning and ending of the sixty (60) day review period allowed the Advisory Committee under Section 4.05(b) and (c) to either dispute and request arbitration for the necessity of the proposed Regulated Improvements.

(b) During the sixty (60) day period following the date of delivery to the Advisory Committee of the report of the consulting engineer, or if no consulting engineer's report is prepared, the date of delivery of the Authority's notice to the Advisory Committee of the Authority's determination that Regulatory Improvements are required under Section 4.05(a), (the "Review Period"), the Authority will meet with the Advisory Committee to discuss the proposed Regulatory Improvements. If requested, the Authority will provide to the Advisory Committee any additional information available to the Authority pertaining to such Regulatory Improvements, and will consult with the Advisory Committee as to the proposed Regulatory Improvements.

(c) If the Advisory Committee shall have any dispute or objection as to the necessity of such Regulatory Improvements or the estimate of the costs required to construct such Regulatory Improvements that is not settled with the Authority during the Review Period, the Advisory Committee shall have the right within ten (10) days of the end of the Review Period to submit such dispute to arbitration as set forth in this Contract. In any arbitration proceeding, the necessity of such Regulatory Improvements shall be judged with reference to the standards set forth in Section 5.01 of this Contract. The failure of the Advisory Committee to submit any dispute or objection to arbitration within ten (10) days of the end of the 60-day Review Period, shall be deemed to be a waiver of any such dispute or objection.

(d) The Parties hereto agree that pending the outcome of any such arbitration proceeding, the Participants shall provide to the Authority as and when needed, funds in an amount sufficient to permit the preliminary design of the proposed Regulatory Improvements to proceed on schedule during the period that the arbitration proceeding is pending (the "Arbitration Period"), and each Participant shall provide security for its estimated portion of such funding obligation by either depositing cash in such amount in the reserve fund or, at the option of a Participant, by providing a Letter of Credit in such amount that may be drawn upon by the Authority as such funds are needed. For purposes of calculating each Participant's estimated portion of the amount of such deposit or Letter of Credit, the Arbitration Period shall be assumed to be a period no longer than ninety (90) days. If the arbitration proceeding is resolved in favor of the Authority, the Participants shall provide the remainder of the funds needed for the proposed Regulatory Improvements in accordance with the requirements of Section 4.06 of this Contract. If the arbitration proceeding is resolved in favor of the Advisory Committee, then the Authority shall cease the work on the preliminary design and the Participants shall be entitled to a refund of any money previously paid for the design of the proposed Regulatory Improvements and a return of any Letter of Credit previously provided to the extent such funds have not been expended or encumbered.

(e) Subject to the provisions of this Article, upon the conclusion of the Review Period and any Arbitration Period for the proposed Regulatory Improvements other than those Regulatory Improvements that may have been disapproved as set forth above, the Authority will proceed with due diligence to design and construct such Regulatory Improvements in accordance with the provisions hereof.

4.06. *Funding of Costs; Authority Financing of Regulatory Improvements.*

(a) It is the intention of the Parties that the funds required to pay the costs necessary for the construction of any Regulatory Improvements to the Plant will be provided by the Participants, or from the proceeds of bonds issued on behalf of one or more Participants by the Authority. Costs for Regulatory Improvements funded by Participants may be reimbursed from the proceeds of the issuance of Authority Bonds, if authorized under this Contract.

(b) If a Participant authorizes the Authority to issue its contract revenue bonds in an amount sufficient to pay the Participant's share of the costs of the Regulatory Improvements, the Participant and the Authority shall enter into a financing agreement detailing such arrangement.

4.07. *Failure to Approve or Fund Improvements.* After the conclusion of the applicable Review Period and any Arbitration Period for any proposed Regulatory Improvement, other than those Regulatory Improvements that may have been disapproved as set forth in Section 4.05, if: (i) the Advisory Committee refuses to approve the construction of such Regulatory Improvements, or (ii) if the Participants refuse to pay the costs of such Regulatory Improvements or to pay the debt service payments of the Authority Bonds issued by the Authority to finance the costs of such Regulatory Improvements, then the Authority may, in its sole discretion, resign from its duties and obligations as operator without consent of the Participants by providing twelve (12) months advance written notice to the Participants. The Participants shall then select a new operator as provided by Section 5.06 below.

V. OPERATION OF THE PLANT

5.01. *Operator; Standard of Operation.* The Authority shall be the operator of the Plant, with exclusive responsibility, as permitted or required by and in accordance with the terms and conditions of this Contract, to maintain, repair, and operate the Plant in a good and workmanlike manner, but shall have no liability as operator to any Participant or Other Party, or their customers for damages suffered or losses sustained. The Authority shall operate or cause the Plant to be operated in an efficient and economical matter and in accordance with (i) sound business principles, (ii) accepted good engineering and management practices for the operation of similar type and size wastewater treatment plants, and (iii) all applicable Regulatory Requirements.

5.02. *Selection of Contractors; Employees.* The selection of independent contractors for operations, the number of employees and their selection, the compensation for services performed, and all other matters relating to the operation of the Plant shall be determined by the Authority with the advice and consent of the Advisory Committee; provided, however, that the Authority shall exercise every reasonable effort at all times to keep the actual, day-to-day supervision and operation of the Plant in the charge of a qualified and properly licensed wastewater treatment plant operator. All employees shall be the employees of the Authority.

5.03. *Advisory Committee.* Except as herein otherwise specifically provided, the Authority shall promptly pay and discharge all costs and expenses incurred in operating and maintaining the Plant, including without limitation those occasioned by replacements, additions, betterments, and improvements thereto or thereof; provided, however, that the Authority shall give the Advisory Committee advance written notice before undertaking any single project of the foregoing character reasonably estimated to require an expenditure in excess of $50,000, and further provided, that, in case of fire, flood, or other emergency of any nature, the Authority may take such steps and incur such costs and expenses as, in the Authority's opinion, are required to deal with the emergency and to safeguard life and property. As promptly as practicable and, in any event, within two working days, the Authority shall report the emergency to the Participants.

5.04. *Access to Plant and Records.* The authorized representatives of the Participants shall have access to the Plant at all reasonable times, but at their sole risk, to inspect or observe operations, and shall also have access at all reasonable times to all information pertaining to such operations including the Authority's books and records relating thereto. Moreover, any Participant and/or the Advisory Committee shall have the right under this Contract to object in writing to the manner of operation of the Plant, and the Authority shall have the obligation to respond in writing to each such objection within thirty (30) days after the receipt of any such written objection.

5.05. *Maintenance of Plant.* The Authority and Participants expressly agree to exercise every reasonable effort to maintain in full force and effect the Permits which authorize or allow the operation of the Plant, and to obtain and maintain any similar license, permit, grant of authority, or other approval which may hereafter lawfully be required by any other governmental agency having jurisdiction over the Plant. The Participants agree to cooperate in every reasonable way with the Authority in maintaining or obtaining any Permits, licenses, grants of authority, or approvals and further, upon the request of the Authority, to take all reasonable action as may be required on the Plant Site. It is understood and agreed that any obligation of the Authority and the Participants hereunder is expressly conditioned upon the ability of the operator to secure and hold all necessary Permits, licenses, grants of authority, or approvals from each governmental authority having jurisdiction over the Plant.

5.06. *Withdrawal of Authority.* Subject to Section 4.07, with the consent of a Majority Vote in Interest of the Participants then discharging Sewage into the Plant, the Authority (or any successor operator) may resign from its duties and obligations as operator at any time by providing twelve (12) months advance written notice to the Participants. In this case, (i) the Participants shall select by Majority Vote in Interest, a new operator (from among themselves or from Other Parties, if any Participant will not agree to serve as such) who shall assume the responsibilities and duties and have the rights prescribed for the operator by this Contract; and (ii) the Authority (or any successor operator) shall transfer and deliver to such new operator all such legal rights held by the Authority (or any successor operator) in the Plant that may be necessary for the new operator to own or hold in acting as operator hereunder, including, without limitation, the Permits which authorize or allow the operation thereof. The Authority (or any successor operator) shall also deliver to the new operator all records and information necessary for the new operator to act hereunder. Upon termination of operation of the Plant by the Authority, all title and ownership interest in the Plant and Plant site shall vest in the Participants.

5.07. *Payment Obligations.*

(a) The Participants recognize and agree that, notwithstanding any provision hereof to the contrary, the Authority's obligations under this Contract shall be limited if and to the extent that it does not have the funds necessary to pay for any action or expenditure required hereunder because of the failure by any Participant to pay the Authority any amount due hereunder, whether or not it is contested in good faith. Any Participant shall have the right, but not the obligation, to supply the Authority with any funds owed by any defaulting Participant and, if any Participant does so, the Authority, acting on behalf of and for the benefit of such non-defaulting Participant or the non-defaulting Participants that supplied such funds, shall be entitled to recover such funds from the defaulting Participant, as the case may be, plus interest at the rate of 10% per annum and reasonable attorney's fees if the amount due is collected through the efforts of an attorney.

(b) Furthermore, so long as any amount due is not paid, any defaulting Participant shall not be entitled to expand or request that the Authority expand the Plant, and the Authority may require any defaulting Participant to discontinue making any additional connections to, or adding new customers to, or allowing delivery of, any additional Sewage into its Sanitary Sewage Collection System.

5.08. *Effluent quality.* On a routine basis, the Authority shall test Sewage being delivered by the Participants for treatment and disposal through the Plant. As long as the Sewage delivered into the Plant from any Participant does not exceed the hydraulic and organic loading which that entity is, by virtue of its Reserved Capacity, authorized to deliver to the Plant for treatment herein and does not contain any waste prohibited by this Contract or any Regulatory Requirement, the Authority agrees to employ its best efforts to ensure the discharged treated effluent meets the requirements of any Permit.

5.09. *Insurance.* The Authority shall carry fire and extended coverage insurance on the Plant in an amount equal at least to eighty percent (80%) of the replacement cost of the Plant and such additional amount as may be established by a Majority Vote in Interest of the Participants. The Authority shall carry such public liability insurance as the Authority determines appropriate. All insurance premiums are part of the operating cost of the Plant.

5.10. *Use of Insurance Proceeds.* If the Plant shall be damaged or destroyed by fire or other casualty, the Authority shall apply the proceeds from any fire and extended coverage insurance either: (i) to repair such damage or destruction so as to restore the Plant as nearly as possible to the condition thereof immediately prior to such damage or destruction, or (ii) to construct, install, or otherwise add to the remaining portion of the Plant improvements substantially equal in value to the portion of the Plant that was damaged or destroyed, and of a usefulness comparable to that of the destroyed improvement in carrying out the purposes of this Contract. The insurance proceeds, if any, remaining after application to repair, restoration, or construction as provided in this Section shall be returned to each Participant in proportion to each Participant's current Reserved Capacity in the Plant. If the insurance proceeds are not sufficient to repair the damage or destruction, the Authority is authorized to draw upon the contingency reserve and if it is exhausted, then the Participants shall make up any deficiencies in proportion to each Participant's current Reserved Capacity in the Plant.

VI. OPERATION AND MAINTENANCE EXPENSES

6.01. *Operation and Maintenance of Plant.* As hereinafter more particularly provided, all costs and expenses, direct and indirect, incurred in the operation and maintenance of the Plant, including the maintenance of the Plant and including the creation and maintenance of reasonable reserves for repairs and other contingencies, but expressly excluding costs of expansion financed under Article IVA (Expansion of Plant), shall be borne by each Participant according to each Participant's Prorata Share. To this end, the Authority shall keep books, records, and accounts of the cost of operating and maintaining the Plant. The Participants recognize and agree that each Participant, individually, must pay all costs and expenses incurred in collecting Sewage from its own customers and/or property located within its boundaries, providing reasonable and necessary pretreatment, and transporting the same through its Sanitary Sewage Collection System to the Point of Acceptance at the Plant.

6.02. *Expenses related to expansions.* Upon completion of any expansion of the Plant, each Participant receiving additional Reserved Capacity due to the expansion shall pay to the Authority an amount necessary to defray its share of the costs related to the expansion not otherwise received under Article IV.A. (Expansion of Plant), including operating and contingency reserves, and such other items as may be agreed to by the Advisory Committee.

6.03. *Volume Charges.* Each Participant shall, on or before October 1 of each year, submit to the Authority their estimate of the volume of Sewage each will deliver to the Plant during the calendar year commencing on the following January 1. On or before November 1 of each year, the Authority shall prepare and submit to the Advisory Committee, as hereinafter provided, the Authority's estimate of the costs and expenses which will be incurred in the operation and maintenance of the Plant during the year commencing on January 1 (including provision for bulk purchases of expendable goods). Such estimated costs and expenses shall take into consideration the actual costs and expenses experienced during the then-current year, but shall be increased or decreased in accordance with the Authority's best judgment with respect to changes or expected changes in circumstances or conditions which will affect the cost of operating and maintaining the Plant during the following year. In the event the Authority experiences any material variation either in the costs and expenses of operating and maintaining the Plant or in the volume of Sewage being handled thereby, it may adjust the budget by whatever amount is necessary in the Authority's opinion provided: (i) written notice with respect thereto, specifying the material facts involved, is given to each Participant, and (ii) the adjustment shall not be effective until the first day of the third month following such notice, except any adjustment resulting from any action taken in an emergency and any decrease in the budget may be made effective with the next monthly statement submitted to each Participant. The budget shall be subject to review and approval by the Advisory Committee.

6.04. *Advisory Committee Review of Charges*. The Advisory Committee shall have the right to question any determination of the budget or any adjustment thereof made by the Authority within sixty (60) days of receipt of the Authority's written notice with respect thereto. If requested, the Authority will explain any budget item by providing supporting documentation and/or the basis for justification of same, and will consult with the Participants as to the proposed annual budget. If the proposed annual budget exceeds the total annual budget for the prior year by more than seven

percent (7%), the Authority shall, at the request of the Participants, obtain a report from a consulting engineer that sets forth in reasonable detail such engineer's opinion as to the availability of any materially less costly alternatives for each budgeted item which would allow the Authority to continue to operate the Plant in accordance with the operating standards set forth in this Contract and all applicable Regulatory Requirements; provided, however, that in the event of any adjustment, the then-existing annual budget shall control all billings until such adjustment is approved by the Advisory Committee or approved as provided by this Contract. Provided, further, all costs associated with the consulting engineer shall be an operations and maintenance expense of the Plant.

6.05. *Management Expenses and Fees.* In estimating the costs and expenses of operating and maintaining the Plant during each year, the Authority shall take into consideration all direct costs and expenses which will probably be incurred for such purpose during the year including without limitation the following: all payroll expenses (including taxes and fringe benefits); a management fee (5% of the annual budget to defray the indirect costs and expenses which will be incurred in operating and maintaining the Plant); the cost of all materials and supplies; all contractors' fees and expenses; the cost of electricity and other utilities or services; insurance; engineering fees; legal fees; the cost of licenses and franchises; the cost of routine repairs and replacements of damaged, worn out, or obsolete parts; all costs related to Regulatory Requirements and Permit renewals; rental of equipment; the cost of hand tools; the cost of testing Sewage delivered for treatment; and any other items which, in accordance with good accounting practices, would be deemed to be a direct expense of operating and maintaining the Plant. Each Participant shall pay its Prorata Share of the Authority's management expenses and fees to the Authority.

6.06. *Reserve Funds.* It is agreed that there should be established and maintained the following reserves or working funds for the operation and maintenance of the Plant:

(a) An operating reserve consisting of at least three (3) months operation and maintenance expenses of the Plant, i.e., the annual budget not including Capital Costs, expansion costs and Regulatory Improvements. The operating reserve shall be adjusted each January based upon the annual budget. The operating reserve shall be allocated on the basis of each Participant's Reserve Capacity; and

(b) A contingency reserve to cover cash flow for ordinary and extraordinary repairs, Capital Costs, Regulatory Improvements, or betterments of the Plant approved by the Advisory Committee. The contingency reserve shall be adjusted on a yearly basis as provided in this Section 6.06 or as determined necessary by the Authority with the approval of the Advisory Committee.

(c) At any time, the Authority may modify the amount to be established and/or maintained in either reserve fund with the approval of the Advisory Committee. At or prior to the time the Sanitary Sewage Collection System of any Other Party that becomes a Participant is connected to the Plant, such Participant shall pay to the Authority a sum equal to the total of the above amounts multiplied by a fraction the numerator of which shall be the total quantity of Sewage which such Participant reasonably expects to deliver to the Authority for retreatment and discharge through the Plant during the period of twenty-four (24) calendar months commencing on the date of such connection and the denominator of which shall be the total quantity of Sewage

which the Authority reasonably expects will be delivered to the Plant during such twenty-four (24) month period. If any such payment creates a surplus in either such fund, such surplus plus interest shall be credited or, at the election of the Authority, refunded to such Participant(s) which have paid money into such fund, in such amount or amounts as may be necessary to make the payments of each Participant proportionate to the annual volume of Sewage which each party then delivers to the Plant. Any amount withdrawn from the contingency reserve shall be restored by substantially equal monthly payments made during the next twenty four (24) calendar months as specified by the Authority. Such required payments shall be made by each Participant then delivering Sewage to the Plant in the ratio which the monthly volume of Sewage delivered by each party bears to the total monthly volume so delivered.

6.07. *Billing Statements.* Within forty-five days after the end of each calendar month, the Authority shall submit to each Participant a statement setting forth the payment due by each Participant in respect to the costs and expenses of operating and maintaining the Plant during such preceding month. Each such statement shall specify the volume of Sewage delivered by the Participant to the Plant during such month. Each Participant shall pay such statements promptly upon receipt thereof. This Contract is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

6.08. *Duties.* The Authority agrees to operate the Plant in a prudent, efficient, and economical manner and to take such steps as from time to time may be reasonable to reduce both fixed and variable costs of operation, consistent with the needs of the Participants. Each Participant shall promptly notify the Authority when any event occurs that will result in a material change in the flow of Sewage from that Participant to the Plant and which may reasonably be expected to permit the Authority to make proper adjustments in the cost of operation. The Authority shall take all such steps as may be reasonable to reduce the cost of operation of the Plant to the extent allowed as a result of any such change in the flow of Sewage.

6.09. *Sole Source of Funds.* Each Participant recognizes that the Authority's only source of funds to pay the expenses for the operation and maintenance of the Plant is payments to be made by each Participant as provided by this Contract for such expenses. The Authority shall not be required or expected to provide funds for the operation and maintenance of the Plant. Each Participant agrees to make payments under this Contract from current revenues available to the Participant, and to notify the Authority immediately if the governing body of any Participant approves a budget that does not include sufficient revenue to provide payments required of the Participant under this Contract.

6.10. *Measurement of Sewage.* It is understood and agreed that the actual measurement of Sewage by accurate equipment shall be the method used to establish the volume of Sewage delivered for treatment and discharge through the Plant. Accordingly, the Authority shall obtain, install, and maintain in good operating condition the equipment reasonably necessary to measure accurately the volume of Sewage delivered by any Participant to the Plant for treatment and discharge through the Plant. At reasonable intervals not to exceed three (3) months, the Authority shall cause all such equipment to be checked for accuracy, provided each Participant agrees to cooperate with the Authority when such accuracy check will require a change in the volume or schedule for discharge of Participant's Sewage to the Plant, notifying any Participant at least forty-

eight (48) hours in advance thereof in order that it may have a representative present. In addition, any Participant shall have the right independently to check such equipment at any time, provided the Authority is first given at least forty-eight (48) hours notice and provided further the cost thereof shall be paid by such requesting Participant unless an error in excess of 1-1/2 times the manufacturer's guaranteed accuracy tolerance is established, in which event the cost shall be a direct cost of operating and maintaining the Plant. Copies of the results of each such test shall be given to the Advisory Committee, the Authority, and each Participant, and any inaccuracy which is discovered shall be corrected immediately; provided, however, the Authority and the Participants agree that no billing adjustment will be made for a period greater than 6 months prior to discovery of a meter error or any other error in billing.

6.11. *Excessive Discharges.* In the event during a calendar month the peak daily Sewage flow of any Participant's discharge to the Plant exceeds 2-1/2 times the average flow in relation to the Reserved Capacity to which it is entitled, a service charge to be set by the Advisory Committee for the excess capacity will be added to the operating charge for that Participant for each month that the 2-1/2 times the average flow is exceeded. The service charge shall be a general revenue of the Plant to pay for the direct and indirect costs or expenses related to the excessive discharge(s).

6.12. *Year End Adjustment/True-up.* At the end of each calendar year, the Authority shall compute the total amount of payments for operation and maintenance of the Plant made by each Participant during the preceding year (hereinafter "Gross Plant Revenues"). At the same time, the Authority shall compute the total prorated cost for operating and maintaining the Plant during that same year (hereinafter "Prorated Operating and Maintenance Cost"). Such Prorated Operation and Maintenance Cost shall be deducted from Gross Plant Revenues, and any surplus shall be credited to any Participants which have made such payments for operation and maintenance in proportion to the annual volume of Sewage which each Participant then delivers to the Plant. Any deficiencies shall be borne by the Participants in proportion to the annual volume of Sewage which each Participant then delivers to the Plant and shall be billed to the Participants to be paid within six (6) months of billing unless otherwise agreed by the Participants and the Authority.

VII. PARTICIPANT'S DUTIES

7.01. *Participant Duties.* Each Participant agrees as follows: (i) to maintain all its Sewage collection lines which are not a part of the Plant and to repair promptly any breaks therein so as to minimize the entry therein of surface or ground water, sand, or other foreign materials; (ii) to adopt regulations which specify materials and type of service lines from sewer main to foundation connection; (iii) to adopt and enforce rules and regulations to ensure that connections to its Sewage collection lines will not allow the discharge into such lines of anything prohibited by the provisions hereof, and in particular, but without limitation, that no drains shall be installed or connected in such a manner that any rain water or other surface waters are permitted to enter its lines, and that adequate safeguards will be taken to prevent any abnormal seepage or discharge of any solid matter into said collection lines or any abnormal infiltration thereof from water leaking into the lines through defective joints, breaks in pipes, or porous walls; and (iv) without prejudice to any rights or remedies which the Authority might otherwise have for the enforcement of this Contract and to require compliance with the terms hereof, each Participant covenants and agrees that it will exercise the powers that it now has or which it may hereafter have when reasonably necessary to

accomplish compliance with the foregoing and the waste standards hereinafter specified by all persons served by it.

7.02. *Remedies for Violation of Duties.* If within thirty (30) days after receipt of written notice to any Participant of the Participant's default in the provisions of the Authority's Pretreatment Plant then in effect the Participant fails to remedy the default, the Authority may prohibit further connection of sewage customers by such Participant. It is further agreed that an authorized representative of the Authority shall have the right to make such inspections as are necessary to ascertain whether any Participant is making adequate and proper repairs for the purpose of safeguarding the Plant. Repairs or improvements needed to the Plant to remedy the infiltration into the Plant or related to the failure of a Participant to comply with its duties herein shall be borne solely by such violating Participant, whether one or more.

7.03. *Additional Remedies for Violation of Duties.* It is further provided that after written notice to any Participant of a default in the operation or construction of its Sanitary Sewage Collection System, the Authority shall have the authority to correct such default and to bill such Participant for such service if the Participant fails to commence correction of any default within ten (10) days of the receipt of written notice or shall have failed to complete such project within thirty (30) days of receipt of such written notice unless that period is extended by the agreement of Authority and Participant. Each Participant agrees to pay any such bill within thirty (30) days from receipt thereof. If, because of any such default, the operating costs of the Plant are increased, the defaulting Participant shall bear the increased cost.

7.04. *Responsibility for Sewage.* Responsibility for all Sewage deliverable hereunder shall remain in the respective Participant up to the Point of Acceptance designated in writing by the Authority and each Participant, and, upon passing through such point, responsibility for Sewage shall pass to the Authority, and the Authority shall own all effluent, wastewater and reuse water produced by the Plant.

VIII. INSPECTION; AUDIT

8.01. *Inspection-Authority.* The Authority shall have the right at any time by actual count or inspection by its authorized representatives or by checking or inspecting the books, records, and accounts of any Participant to determine the number of properties served by the Sanitary Sewage Collection System of each Participant and the number of connections thereto. It shall be the duty of the officials of each Participant to cooperate fully with the Authority in obtaining such information. The books, records, and accounts of any Participant shall be open for inspection at all reasonable hours by any authorized representative of the Authority.

8.02. *Inspection-Participant.* Any Participant shall have the right at any time by actual count or inspection by its authorized representatives or by checking or inspecting the books, records, and accounts of the Authority to determine the number of properties served by the Plant and the number of connections thereto. It shall be the duty of the officials of the Authority to cooperate fully with any Participant in obtaining such information. The books, records, and accounts of the Authority shall be open for inspection at all reasonable hours by any authorized representative of any Participant.

8.03. *Open Books.* In addition, the books, records, and accounts of the Authority shall be audited by an independent certified public accountant once each year, the cost of which shall be part of the operation and maintenance costs of the Plant and copies of said audit shall be made available to each Participant.

8.04. *Monthly Statements.* The Authority agrees to furnish monthly statements to each Participant containing information on the direct cost of operation and maintenance of the Plant, and the individual hydraulic and organic loadings of Participants.

IX. ADVISORY COMMITTEE

9.01. *Advisory Committee.* Each Participant shall appoint one member of its governing body, or one of its officers, employees, or agents, as a member of an Advisory Committee which shall be composed of one member appointed by each Participant contracting with the Authority. Each representative shall serve for such period as may be determined by the governing board of the Participant. The primary function of the Advisory Committee will be to consult and advise with representatives of the Authority concerning the Plant, as a part of which the Advisory Committee will be furnished the following materials when more than one contracting party is using the Plant:

(a) Plans and specifications for enlargements and expansions of the Plant;

(b) Construction bids and contracts for such enlargements and expansions;

(c) Progress reports on construction;

(d) Certification that such enlargements and expansions are upon completion, in satisfactory operating condition after start-up periods; and

(e) All self-reporting information furnished to regulatory agencies and monthly operation reports.

The members of the Advisory Committee representing Participants actually delivering Sewage to the Plant, or reasonably expected to do so within the next one year period, shall be charged with approving the annual budgets and any budget changes pursuant to Article VI submitted by the Authority, setting service charges, and with such duties as specifically delegated in this Contract or agreed to by the Authority and the Advisory Committee.

9.02. *Majority Vote.* Action taken by the Advisory Committee shall be by Majority Vote in Interest, and any reasonable expenses incurred in connection with official responsibilities (except where such expenses are to be borne by the Authority, in which case the Authority must approve) shall be a part of the operation and maintenance costs of the Plant and shall be borne accordingly by the Participants.

X. ASSIGNMENT; NO THIRD PARTY RIGHTS; NO PARTNERSHIP

10.01. *Assignment.* This Contract or any rights acquired hereunder shall not be assigned, in whole or in part, without the express consent in writing of the Participants and the Authority, or except as herein otherwise specifically provided.

10.02. *No Third Party Beneficiaries.* This Contract is not intended to, and shall not, provide any person (other than the Authority and the Participants) with any rights of any nature whatsoever against any of the parties hereto, and no person (other than the Authority and the

Participants) shall have any right, power or privilege, or basis in any right of action against any party hereto.

10.03. *No Partnership.* This Contract does not create any partnership, employee, fiduciary, insurance, joint venture, or agency relations between the parties or any of their agents or employees. No party to this Contract shall be responsible for the acts of the other party or any other employee of the other party by virtue of this Contract.

XI. TERM OF CONTRACT; TERMINATION

11.01. *Term of Contract.* Unless sooner terminated pursuant to the provisions hereof, this Contract shall remain in effect for a period of forty (40) years from the date hereof and for as long thereafter as any Authority Bonds are outstanding. At such time as no Authority Bonds are outstanding, this Contract shall further remain in effect for successive ten (10) year terms unless terminated by at least one (1) year written notice served by any party hereto upon all other parties prior to the end of any term.

11.02. *Termination.* Upon termination by a Participant , the Authority, with the consent of at least two Participants sufficient to constitute more than 50% of the remaining Reserved Capacity of the Plant, shall have the right to take one or more of the following actions: (i) continue with the Contract with the right to sell the Reserved Capacity of the terminating Participant upon such terms and conditions as approved by the remaining Participants; and/or (ii) assign the terminating Participant's Reserved Capacity to the remaining Participants in proportion to their existing Reserved Capacity.

XII. MERGER

12.01. *Merger.* This Contract is intended to amend, restate and replace all previous written agreements between the parties relating to ownership, maintenance and operation of the Plant for purposes of treating Participants' Sewage, including the following:

(a) the Regional Waste Disposal Facilities Contract by and between the Authority and the City of Friendswood for the initial construction and operation of the Plant dated December 12, 1974;

(b) the Regional Waste Disposal Facilities Contract by and between the Authority and Harris County Municipal Utility District No. 55 dated December 12, 1974;

(c) the Regional Waste Disposal Facilities Contract by and between the Authority and the City of Houston (as successor to Harris County Municipal Utility District No. 142) dated April 13, 1976, and that Supplemental Agreement No. 1 dated December 18, 1984; and

(d) the Regional Waste Disposal Facilities Contract by and between the Authority and Baybrook MUD 1 (as successor to CDC-Houston, Inc. pursuant to two assignments dated July 11, 1990 and July 17, 1990) dated November 4, 1986, and that Supplemental Agreement No. 1 dated January 23, 1986.

12.02. *Merger continued.* This Contract replaces all the above four (4) previous contracts, and no further reference to the previous contracts shall govern the terms and conditions of the operation of the Plant and the Participants responsibilities under this Contract.

XIII. NO LIEN

13.01. *No Liens.* No payment made by any Participant to the Authority under this Contract shall create any legal or equitable lien of any nature against the physical assets including the Plant or funds of the Authority, and any Participant's rights are intended to be only those expressly contained in this Contract or contained herein by necessary implication.

XIV. AMENDMENTS

14.01. *Amendments.* This Contract may be changed or modified only with the express written consent of the governing bodies of all parties hereto.

XV. ALTERNATIVE DISPUTE RESOLUTION: ADDITIONAL REMEDIES

15.01. *Dispute Resolution.* As authorized by Texas Government Code Chapters 791 and 2009, any matter that this Contract provides shall be resolved by arbitration shall be submitted to binding arbitration by an arbitrator mutually appointed by the parties, pursuant to the Alternative Dispute Resolution Procedures, Texas Civil Practice and Remedies Code Chapter 154, and the Texas General Arbitration Act, Texas Civil Practice and Remedies Code Chapter 171. The parties to this Contract will work together in good faith to resolve any controversy, dispute or claim between the parties that arises out of or relates to this Contract whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of (or such shorter time, if any, provided by this Contract) the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through binding arbitration under the Commercial Mediation or Arbitration Rules of the American Arbitration Association ("AAA"). A single impartial third party engaged in the practice of law, who is knowledgeable about the subject matter of this Contract, will conduct the arbitration under the then current rules of the AAA. Any arbitration under this Contract shall be conducted in Harris County, Texas. All costs involved in the arbitration shall be borne equally between the Participants and Other Parties, if any, to the proceeding. This provision shall survive the termination of this Contract.

15.02. *Other Remedies.* In enforcing the performance of the provisions of this Contract, the Authority and any Participant shall have the right to the exercise of all procedures available under the law including, but without limiting the generality thereof, a writ of mandamus to command performance of any provision.

15.02. *No Waiver of Immunity.* The parties acknowledge and agree that the Texas Legislature has provided a limited waiver of governmental immunity under Chapter 101 of the Texas Government Code and Chapter 271 of the Texas Local Government Code. It is expressly understood and agreed that under this Contract neither the Authority nor any of the Participants waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and each party specifically retains all immunity from suit and from damages that it may otherwise be entitled to under the laws of the State of Texas.

15.03. *Termination Limited.* Neither the Authority nor any Participant may terminate its duties under this Contract except in accordance with its terms.

XVI. FORCE MAJEURE

16.01. *Force Majeure.* If because of force majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract other than the obligation to make money payments, then such party shall give to the other parties prompt written notice of the force majeure with reasonably full details concerning it thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible, but this obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved. The term "force majeure" as used herein means an act of God, strike, lockout, or other industrial disturbance, act of a public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

XVII. NOTICE

17.01. *Notice.* Any required notice which may be given pursuant to this Contract shall, until due notice has been given of a change of address, be in writing and sent by certified mail, postage prepaid, and as provided in Section 17.02, to the following addresses:

Gulf Coast Authority
910 Bay Area Boulevard
Houston, Texas 77058
Attention: General Manager
Email:_____

City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
Attention: Mayor of Friendswood
Email:_____

City of Houston
Director, Public Works
611 Walker
Houston, Texas 77002
Email:_____

Baybrook MUD 1
C/O Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Jane Miller
Email:_____

Harris County MUD 55
C/O Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
Attn: Reginald Wilson

Email:_____

17.02 Electronic Copies Required. All written notices required or permitted to be given under this Contract from one Party to another shall be deemed given when transmitted by certified or registered mail by placement in a United States Postal Service mailbox or receptacle, with proper postage affixed thereto and addressed to the respective other Party at the address set forth above or at such other address as the Parties respectively shall designate by written notice. Notice required under this Contract sent by U.S. Mail as specified herein must also be transmitted by electronic mail to the other Party.

XVIII. CONSENTS AND APPROVALS

18.01. *Consents.* All consents and approvals to be given by any party hereto shall be by written resolution of its governing body except where expressly provided that approval may be given by a party's representative on the Advisory Committee, and shall not be unreasonably withheld.

XIX. TITLES NOT RESTRICTIVE

19.01. *Titles.* The titles and captions assigned to the various Articles and Sections of this Contract are for convenience only and are intended to be descriptive of the matters following said titles. The titles shall not be considered restrictive of the subject matter of any Article or Section or any part of this Contract.

XX. SEVERABILITY

20.01. *Severability.* If any one or more of the Articles, Sections, provisions, clauses, or words of this Contract shall for any reason be held to be invalid, such invalidity shall not affect any other Article, Section, provision, clause, or word of this Contract, and the parties hereto agree that they would have entered into this Contract regardless of such invalidity.

XXI. AUTHORIZED CONTRACT

21.01. *Approved by Governing Bodies.* This Contract and all its provisions have been executed by the Participants and the Authority by virtue of action taken by their governing bodies pursuant to law and has been executed, upon and by authority of an ordinance or order, as applicable, passed at meetings of such governing bodies.

21.02. *Interlocal Agreement.* This Contract is made in part under the authority conferred in Chapter 791, Texas Government Code.

ATTACHMENTS:
Exhibit A – Plant Site
Exhibit B – Point of Acceptance for each Participant
Exhibit C – Service Area

[Signatures on following pages]

GULF COAST AUTHORITY

Its Chairman of the Board

Attest:

By Its Secretary of the Board

ATTEST/SEAL

By:
Name: LETICIA Brysch
Title: City Secretary

CITY OF FRIENDSWOOD, TEXAS

By:
Name: Mike Foreman
Title Mayor
7/22/21

CITY OF FRIENDSWOOD
STATE OF TEXAS

Attest/Seal:

City Secretary

CITY OF HOUSTON, TEXAS

Mayor

Amanda Washington
2-2-2022

APPROVED:

DocuSigned by:
Carol Haddock
A93C410B72B3453...

DS

Director, Public Works and Engineering Department

COUNTERSIGNED

City Controller

APPROVED AS TO FORM:

[redacted] Assistant City Attorney
LDA 0802100125001

DATE COUNTERSIGNED:

2-4-22

ATTEST/SEAL:

By:
Name: David C. Mauer
Title: Secretary

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. ONE

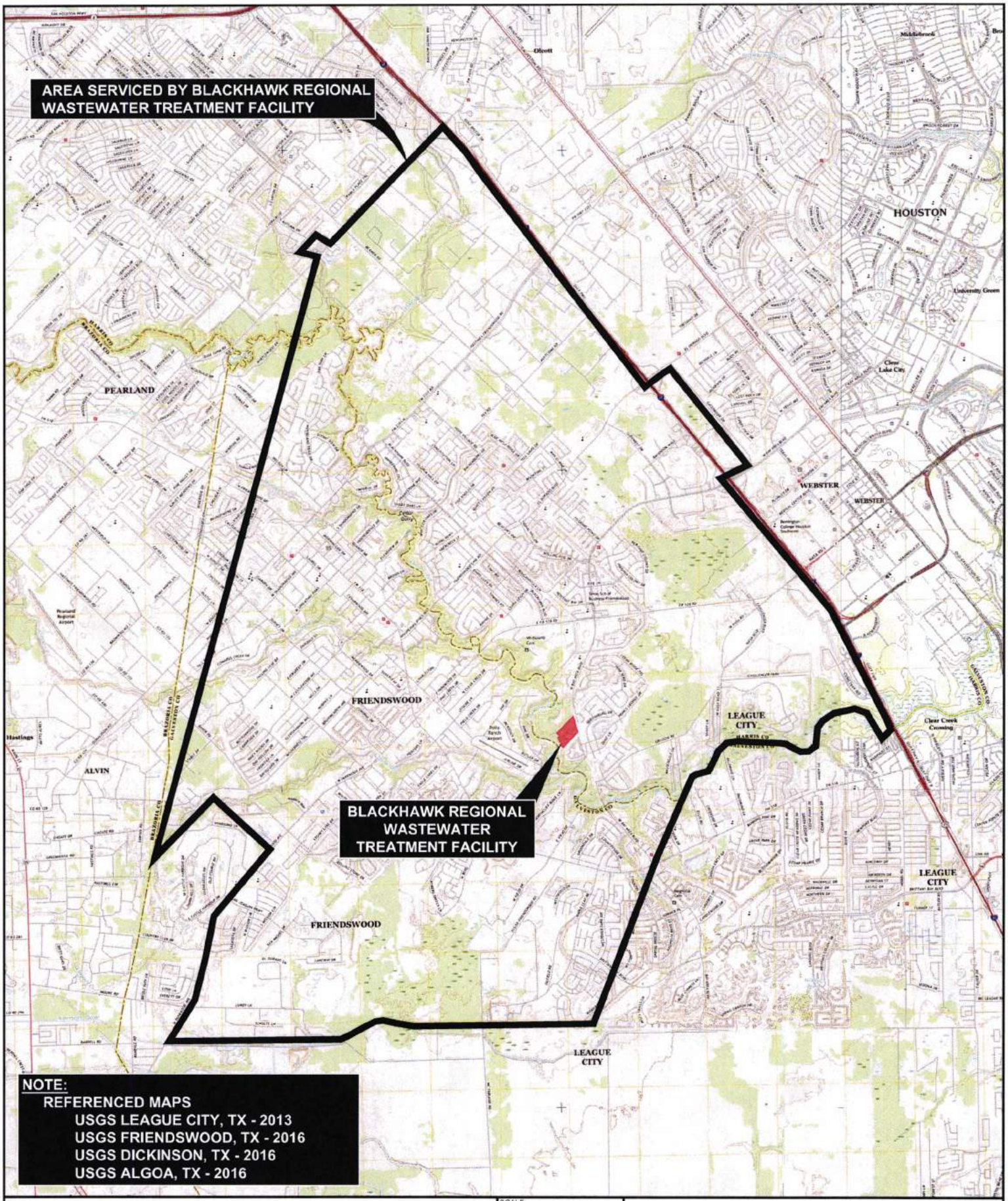
By:
Name: COREY KELLY
Title: VICE PRESIDENT

ATTEST/SEAL:

By:
Name: David Van Riper
Title: Secretary

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

By:
Name: ROBERT L. SQUIRES
Title: BOARD PRESIDENT



GULF COAST AUTHORITY
BLACKHAWK
FRIENDSWOOD, TEXAS

SCALE:	4"=1'-0"
DATE:	1/18/18
DRAWN BY:	WAP
CHECKED BY:	
ENG BY:	
APPR BY:	

SITE DRAWING

PROJECT:

SHEET: 1 OF 1

REV:

FILE: BHSERVICEAREA PLOT DATE: 1/18/18

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

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

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the seventh set for fiscal year 2023-2024.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies, limit delays in the progress of capital improvement projects, and create the aforementioned restructuring plan.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VII
2. FY24 BA VII Exhibit A 06-03-2024v4
3. FY24 BA VII Exhibit B 06-03-2024v2

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 VII" 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 VII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment VII 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.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of June, 2024.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2024\06-03-2024\Ordinance - Budget Amendment No. VII.docx

Exhibit "A"

City of Friendswood
Budget Amendment Summary
Fiscal Year FY2023-2024
Budget Amendment VII
June 3, 2024

1. **Blackhawk WWTP Aeration Project, $1,124,953.** Appropriate funds to cover the City's additional portion of a cost sharing project through Gulf Coast Authority with three other participants. The Blackhawk Wastewater Treatment Plant is a critical facility for the City of Friendswood and is undergoing necessary upgrades. Bids received for the project were higher than expected and the City's total portion is $6,997,920 with $5,872,967 previously appropriated. The additional $1,124,953 will be appropriated from 2016 Water and Sewer Bonds ($422,233), 2018 Water and Sewer Bonds ($225,237), and water and sewer working capital ($477,483).

2. **Public Safety Building, HVAC Building Automation System, $27,950.** Appropriate funds to cover necessary upgrades to Public Safety Building's HVAC system. The upgrade will include temperature monitoring for critical portions of the building and energy savings through advanced alarm and scheduling features. Funds will be appropriated to the Parks and Recreation's facilities capital equipment account from unassigned general fund balance.

3. **Police Department – Spectrometer Drug Identification Kit, $37,885.** Appropriate general fund reserves designated for the Opioid Abatement Program for drug analyzing equipment for the Police Department. The Apex R7 Raman Spectrometer Identification Kit is a handheld device that can analyze the chemical composition of substances. This will provide law enforcement with real-time data to make informed decisions. The funds will be appropriated to the Patrol division's capital equipment account.

4. **Police Department – Ballistic Shields, $21,000.** Appropriate donation received from the Rotary Club of Friendswood for the purchase of ballistic shields for the police department. The funds will be appropriated to the Patrol division's capital equipment account.

5. **Public Works – Tractor Mower Replacements, $80,702.** Appropriate funds to replace two tractor mowers (PW155 and PW160) at Public Works. The existing tractor mowers are unusable and unmaintainable for the level of service required. Funds will be appropriated to the Streets division's capital equipment account ($40,480) and to the Drainage division's capital equipment account ($40,222) from unassigned general fund balance.

6. **City Hall Renovations, $26,008.** Appropriate funds for office renovations to City Manager, City Secretary, and Community Development areas. Of the $26,008 project cost, $11,008 will come from unassigned general fund balance. Departments will also utilize existing funding of $15,000 within the current services budget to help fund the renovation project.

7. **Leisure Lane – Engineering Services, $17,200.** Appropriate funds for engineering services at Leisure Lane. Leisure Lane is experiencing premature street failure in several locations. Preliminary testing is necessary to determine probable causes of the failure. The funding source will be the Street Maintenance Fund.

8. **Friendswood City Center Development Drainage Project, $915,325.** Appropriate funds for the second draw on the City's portion of the drainage improvements within the Friendswood City Center Public Improvement District. An agreement with Madison Development Corporation was approved at the January 8, 2024 City Council meeting. The agreement commits funds toward the construction of an offline detention project as part of the City Center Development located on the north side of Clear Creek, south of FM 528, and west of Bay Area Boulevard. The total estimated cost of the drainage

project is $6,880,375 and the City's total portion of the project is not to exceed $5,000,000. The funding source will be the 2023 General Obligation Improvement Bonds.

9. **Lift Station #30 Upsizing Preliminary Engineering, $88,000.** Appropriate funds to cover flow monitoring and preliminary design for Lift Station #30 upsizing. Capacity at the lift station may not be adequate for future development and the expected increase in demand on the lift station. This study will determine necessary upgrades to this facility. The funding source will be water and sewer working capital.

City of Friendswood
June 3, 2024
2023-2024 Budget Amendment VII - Exhibit B

BA Number	Account Number	Project Number		Amount
1	401-0000-30600		Appropriate water and sewer working capital for Blackhawk Wastewater Treatment Plant Aeration Upgrades	(477,483)
1	401-7001-433.8591		Appropriate water and sewer working capital for Blackhawk Wastewater Treatment Plant Aeration Upgrades	477,483
1	420-0000-30600		Appropriate 2016 Water and Sewer Bonds for Blackhawk Wastewater Treatment Plant Aeration Upgrades	(422,233)
1	420-7001-433.8591		Appropriate 2016 Water and Sewer Bonds for Blackhawk Wastewater Treatment Plant Aeration Upgrades	422,233
1	421-0000-30600		Appropriate 2018 Water and Sewer Bonds for Blackhawk Wastewater Treatment Plant Aeration Upgrades	(225,237)
1	421-0000-433.8591		Appropriate 2018 Water and Sewer Bonds for Blackhawk Wastewater Treatment Plant Aeration Upgrades	225,237
2	001-0000-30500		Appropriate unassigned general fund balance for HVAC automation improvements at Public Safety Building	(27,950)
2	001-6460-419.8800		Appropriate unassigned general fund balance for HVAC automation improvements at Public Safety Building	27,950
3	001-0000-30500		Appropriate general fund reserves opioid settlement funds for APEX Raman Drug Analyzer	(37,885)
3	001-2120-421.8800		Appropriate general fund reserves opioid settlement funds for APEX Raman Drug Analyzer	37,885
4	001-0000-38600		Appropriate donation received from the Rotary Club of Friendswood for police ballistic shields	(21,000)
4	001-2120-421.8800		Appropriate donation received from the Rotary Club of Friendswood for police ballistic shields	21,000
5	001-0000-30500		Appropriate unassigned general fund balance for replacement of tractor mower PW160 and PW155	(80,702)
5	001-3610-431.8800	PW231	Appropriate unassigned general fund balance for replacement of tractor mower PW160	40,480
5	001-3620-431.8800	PW228	Appropriate unassigned general fund balance for replacement of tractor mower PW155	40,222
6	001-0000-30500		Appropriate unassigned general fund balance for office renovations in CMO, CDD, and CSO	(11,008)
6	001-6460-419.6600		Appropriate unassigned general fund balance for office renovations in CMO, CDD, and CSO	11,008
6	001-0301-413.7800		Transfer funds from CMO to Facilities Maintenance for office renovations	(5,000)
6	001-6460-419.6600		Transfer funds from CMO to Facilities Maintenance for office renovations	5,000
6	001-3501-419.7800		Transfer funds from CDD to Facilities Maintenance for office renovations	(10,000)
6	001-6460-419.6600		Transfer funds from CDD to Facilities Maintenance for office renovations	10,000
7	170-0000-30100		Appropriate unassigned fund balance for Leisure Lane engineering services	(17,200)
7	170-7001-431.7130		Appropriate unassigned fund balance for Leisure Lane engineering services	17,200
8	258-0000-30100		Appropriate 2023 General Obligation Improvement Bonds for drainage improvements for the Friendswood City Center Public Utility Improvement District	(915,325)
8	258-7001-431.8530		Appropriate 2023 General Obligation Improvement Bonds for drainage improvements for the Friendswood City Center Public Utility Improvement District	915,325
9	401-0000-30600		Appropriate water and sewer working capital for preliminary engineering for Lift Station #30	(88,000)
9	401-7001-433.8552		Appropriate water and sewer working capital for preliminary engineering for Lift Station #30	88,000

FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

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

Date requested for City Council consideration: June 3, 2024

Date submitted: 05/07/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution denying the proposed increases to the electric transmission and distribution rates and charges of CenterPoint Energy Houston Electric, LLC, and finding that reasonable rate case expenses be reimbursed.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On March 6, 2024, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by $60 million per year. CenterPoint asks the City to approve an increase of $17 million in retail transmission and distribution rates (an increase of about 1%) and $43 million in wholesale transmission rates (an increase of about 6.6%). According to CenterPoint, the impact on an average residential customer would be an increase of about $1.25 per month.

In a prior City action, CenterPoint's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Gulf Coast Coalition of Cities ("GCCC"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by GCCC, CenterPoint's request for a rate increase should be denied.

Accordingly, the purpose of this resolution is to deny the rate change application proposed by CenterPoint.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - 2024 CEHE Rate Case Denial

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED INCREASE TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE GULF COAST COALITION OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

****

WHEREAS, on or about March 6, 2024, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001, filed with the City of Friendswood, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 10, 2024; and

WHEREAS, the City is an electric utility customer of CenterPoint and a regulatory authority with exclusive original jurisdiction over the rates and charges of CenterPoint within the City; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC"), a membership of similarly situated cities served by CenterPoint that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, GCCC is an intervenor in the parallel proceeding at the Public Utility Commission of Texas to review CenterPoint's filing; and

WHEREAS, pursuant to its exclusive original jurisdiction over CenterPoint's rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's attorneys and consultants recommend that the City deny the application; NOW THEREFORE,

BE IT RESOLVED 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 resolution are hereby found to be true and correct.

Section 2. That the rates proposed by CenterPoint in an application submitted to the City by CenterPoint on or about March 6, 2024, are hereby found to be unreasonable, and are denied.

Section 3. That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

Section 4. That GCCC's reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Roslyn Dubberstein at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (rdubberstein@lglawfirm.com).

Section 6. 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 on this the 3rd day of June, 2024.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

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

Date requested for City Council consideration: June 3, 2024

Date submitted: 05/21/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Memorandum of Understanding with the City of League City concerning the Grissom Road/Bay Area Boulevard CIP Partnership Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The intersection of Grissom Road and Bay Area Boulevard (the "Intersection") lies within Harris County along the common boundary of the City of Friendswood and the City of League City. Due to the elevated number of vehicular collisions at the Intersection, a traffic signal warrant analysis was performed, which analysis indicated the need for a signal at the Intersection. The estimated cost to signalize the Intersection and to provide protected left turns at the Intersection (the "Project") is $500,000. The City of Friendswood submitted a CIP Partnership Request Form to Harris County Precinct 2 for the Project, which requested funding from Harris County in the amount of $250,000. The remaining $250,000 is to be divided equally between the City of Friendswood and the City of League City. This proposed Memorandum of Understanding (the "MOU") memorializes the $125,000 commitment of both cities for the Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. MOU with League City

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF FRIENDSWOOD AND
THE CITY OF LEAGUE CITY

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Memorandum of Understanding (this "MOU") is made and entered into as of the date of the last signature affixed hereto, by and between the City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("Friendswood"), and the City of League City, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("League City"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, Friendswood and League City (collectively the "Parties"; individually a "Party") are each "local governments," as defined in the Act; and

WHEREAS, the intersection of Grissom Road and Bay Area Boulevard (the "Intersection") lies within Harris County along the common boundary of Friendswood and League City, as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, due to the elevated number of vehicular collisions at the Intersection, Friendswood conducted a stop sign warrant analysis, which revealed the immediate need for the installation of stop signs to convert the Intersection to an "all-way stop"; and

WHEREAS, following the installation of the aforesaid stop signs, Legue City performed a traffic signal warrant analysis which further indicated the need for a signal at the Intersection; and

WHEREAS, future development is anticipated near the Intersection, which will further support the need for a traffic signal; and

WHEREAS, the estimated cost to signalize the Intersection and to provide protected left turns at the Intersection (the "Project") is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00); and

WHEREAS, Friendswood has submitted a CIP Partnership Project Request Form (the "Application") to Harris County, Precinct 2 ("Harris County") for the Project, which Application requested Harris County contribute TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00), which represents the one-half (½) of the estimated cost of the Project; and

WHEREAS, Friendswood and League City desire to share the remaining cost of the Project wherein each municipality will be pay ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00); and

WHEREAS, the Parties desire to fund their portions of the Project, as indicated hereinabove, immediately from their respective current, available revenues; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, Friendswood and League City do hereby find, determine, and agree as follows:

1. Findings. The facts and matters set forth in the preamble of this MOU are hereby found to be true and correct.

2. Purpose. The purpose of this MOU is to promote and protect public health, safety, and welfare by (i) enhancing traffic safety, (ii) decreasing the number of vehicle collisions and pedestrian/biking accidents at or near the Intersection, and (iii) reducing air and noise pollution through efficient traffic flow and the lessening of vehicle idle times.

3. Obligations.

   3.01 Under the Harris County CIP Partnership Program (the "Program") and the Application, it is proposed that Harris County shall (i) provide funding for the Project in an amount not to exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00), (ii) serve as the managing partner of this Project, and (iii) lead the Project design, implementation and operation of the Project pursuant to the terms of the Program, (iv) integrate the Project into its traffic control assets, and (v) maintain the Project once completed.

   3.02 Pursuant to the Program and Application, Friendswood agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00) from current revenues available for this purpose.

   3.03 Pursuant to the Program and Application, League City agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00) from current revenues available for this purpose.

   3.04 Funding from Friendswood and League City will be paid pursuant to the agreement with Harris County in accordance with the terms of the Program (the "Program Agreement").

4. Term. The term of this MOU commences on the date of the last signature affixed hereto and shall continue until the Project is completed. Friendswood or League City may terminate this MOU, with or without cause, upon thirty (30) days' written notice to the other Party until such time as the Program Agreement is executed or payment is tendered by a Party to Harris County, whichever occurs first. After the execution of the Program Agreement, this MOU may be terminated, if at all, only in accordance with such agreement.

5. Notice. Any notice required to be given under the provisions of this MOU shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

Friendswood:	League City:
City of Friendswood	City of League City
910 S. Friendswood Drive	300 W. Walker
Friendswood, TX 77546	League City, TX 77573
Attn: City Manager	Attn: City Manager
fwdcity@friendswood.com	john.baumgartner@leaguecitytx.gov

A copy of any notice provided under this section shall also be emailed at the time of posting to the email addresses of the persons set out above.

6. Complete Agreement. This instrument contains the entire agreement between Friendswood and League City relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both Friendswood and League City.

7. Severability. If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this MOU and deleted to the same extent and effect as if never incorporated herein.

8. No Joint Venture; No Third-Party Beneficiary. This MOU is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing in this MOU shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this MOU shall not be construed as a third-party beneficiary contract.

9. Force Majeure. Neither Party shall be liable for any damage, delay or loss due to Force Majeure. The term "Force Majeure" as used in this MOU shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of a Party, or any other causes not reasonably within the control of the Party asserting a force majeure.

10. Immunity. It is expressly understood and agreed that, in the execution of this MOU, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

11. Authority to Bind. Each Party represents and warrants that it has been authorized by its respective governing body. Each Party represents and warrants for itself that the individual executing this MOU on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this MOU and that this MOU constitutes the legal, valid, and binding agreement of each Party hereto.

12. Governing Law and Venue. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Texas, and the venue for any cause of action shall be brought in Galveston County, Texas.

[Remainder of page intentionally left blank]

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD	CITY OF LEAGUE CITY
_____	_____
MORAD KABIRI, City Manager	JOHN BAUMGARTNER, City Manager
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
LETICIA BRYSCH, City Secretary	DIANA STAPP, City Secretary

H:\Contracts\League City Interlocal Agreement for CIP Partnership Project\MOU with League City.docx

EXHIBIT "A"

Signalization of
Bay Area Boulevard & Grissom Road Intersection
Friendswood, Harris County, 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: June 3, 2024

Date submitted: 05/08/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider authorizing a Contract Extension with Emergicon, LLC, to extend the term of the Agreement for Specialized Professional Ambulance Billing Services for the first one-year extension period.

Originating Department: Emergency Services Department

Degree of importance: Continuity of operations and collection of related revenues.

SUMMARY / ORIGINATING CAUSE

This item authorizes a Contract Extension with Emergicon, LLC ("Emergicon") to extend the term of the Agreement for Specialized Professional Ambulance Billing Services (the "Agreement") for the first one-year extension period.

This Agreement was entered into on July 20, 2021, for the billing and account receivable management services of the City's ambulance and emergency medical services. The Agreement's initial three-year term is set to expire on July 19, 2024. The Agreement may be extended by the parties for an two additional one-year periods. The parties desire to extend the Agreement for the first one-year extension. The Agreement, Emergicon's written notice requesting the extension under the same terms and conditions, and the Contract Extension are attached to the item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood_1 of 2_Contract Extension_2024
2. 2021 07 22 Emergicon, LLC and COF Agreement for Specialized Professional Ambulance Billing Services RFP2021-09
3. Certificate of Interested Parties
4. Certificate of Insurance
5. Friendswood Government Code Verifications Form

Contract Extension

The following is one of two optional contract extensions to the Service Agreement ("Agreement") entered into by and between Emergicon, LLC, a Texas limited liability corporation ("Emergicon"), and City of Friendswood, a Texas municipality, ("Client") dated July 22, 2021:

RECITALS

7. Terms and Termination

a. This contract extension utilizes one of the two-year extensions set forth in the Service Agreement signed on July 22, 2021, by the City of Friendswood.

EMERGICON, LLC.	CLIENT
By:	By:
Signature Date	Signature Date
Christopher Turner	
Print Name	Print Name
President and CEO	
Title	Title

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this 20th day of July, 2021, by and between Emergicon, LLC, a Texas limited liability corporation and City of Friendswood a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services set described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

City and Emergicon agree that all terms, rights, duties and obligations in regard to this Agreement for the provision of EMS Billing Services (Services) shall be in accordance with Request for Proposal 2021- 09, as amended, hereinafter referred to as "RFP," attached hereto as **Exhibit A** and incorporated herein for all purposes, Emergicon's Response to the CITY's RFP, attached hereto as **Exhibit B** and incorporated herein for all purposes, and this Agreement. In the event of conflict between any documents, if CITY and Emergicon cannot reach a mutually agreeable solution, the resolution of conflict shall be made by ranking the documents in the following order, with the highest rank first:

(a.) Applicable Federal and State laws, rules and regulations;

(b.) Any applicable CITY Ordinance or Resolution;

(c.) This Agreement;

(d.) CITY's Request for Proposal 2021-09, as amended; and

(e.) Emergicon's Response.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services underthis Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

a. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

b. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

c. Promptly post payments made on Client's behalf by patients, insurers and others.

d. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals

e. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

f. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

g. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

h. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may

receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or

revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will defend and hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this agreement or in performing its responsibilities under this agreement.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this

Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all

payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90 day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of three years with the option for two-1 year extensions.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due,

takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the

performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to six percent (6.00%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of $38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client allows Emergicon or places accounts with a 3rd party collection agency to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of $1,500 for Medicare and $500 for Medicaid, plus any fees assessed by the Centers for Medicare

& Medicaid Services.

f. The fees payable by Client to Emergicon shall be calculated and invoiced to Client on a periodic basis established by Emergicon in accordance with the receipts report generated by Emergicon.

g. Emergicon shall submit invoices to Client on a periodic basis established by Emergicon. Invoices are to be paid by Client within thirty-five (35) days of the invoice date. Emergicon reserves the right to add simple interest at the annual rate provided by the Prompt Payment Act to any fee where Emergicon has not received payment within thirty-five (35) days of the date of its invoice.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

i. Emergicon agrees to notify client sixty (60) days in advance of any automatic price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.13.

HIPPA Business Associate Assurances

This Business Associate Agreement ("Agreement") between City of Friendswood, Texas and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of City of Friendswood, Texas in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e- PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to City of Friendswood, Texas any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of Friendswood, Texas without unreasonable delay but in no

case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;
5. Make PHI in a designated record set available to City of Friendswood, Texas and to an individual who has a right of access in a manner that satisfies City of Friendswood, Texas's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by City of Friendswood, Texas, or take other measures necessary to satisfy City of Friendswood, Texas's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to City of Friendswood, Texas or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of Friendswood, Texas's obligations under 45 CFR §164.528;

8. To the extent that Emergicon, LLC is to carry out any of City of Friendswood, Texas's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of Friendswood, Texas when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of Friendswood, Texas, available to the Secretary of the of Health and Human Services for purposes of determining Emergicon, LLC and City of Friendswood, Texas's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if City of Friendswood, Texas notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of Friendswood, Texas has agreed to or is required to abide by under 45 CFR §164.522; and

11. If City of Friendswood, Texas is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of Friendswood, Texas in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Friendswood, Texas's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Friendswood, Texas agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Friendswood, Texas of any Red Flag incident (as defined by the Red Flag

Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Friendswood, Texas of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of Friendswood, Texas include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of Friendswood, Texas to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of Friendswood, Texas to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of Friendswood, Texas.

D. Termination

1. City of Friendswood, Texas may terminate this Agreement if City of Friendswood, Texas determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of Friendswood, Texas or destroy all PHI received from City of Friendswood, Texas, or created, maintained, or received by Emergicon, LLC on behalf of City of Friendswood, Texas that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

12. <u>Compliance.</u>

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

16. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for

the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:	[client]:
Emergicon, LLC.	City of Friendwood Texas
PO Box 180446	910 Friendswood Dr.
Dallas, TX 75218	Friendswood, Texas 77546
Phone: (972-602-2060)	
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, engage in the provision of billing services for any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this agreement as paid to Emergicon for these services. Nothing in this Paragraph shall be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of

this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Galveston County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

23. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

26. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. 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.

28. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

29. Conflicts of Interests. No official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

32. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

By:

7/21/2021

Signature Date

Christopher Turner
Print Name

President and CEO
Title

City of Friendswood

By:

7/22/21

Mike Foreman Date

Mike Foreman
Print Name

Mayor
Title

CITY OF FRIENDSWOOD
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: June 3, 2024

Date submitted: 05/21/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider approving a Property Sales Agreement with Takoordeen Adhar for the purchase of 1303 Deepwood Dr., Friendswood, Galveston County, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Property Sales Agreement (the "Agreement") that the City signed with Takoordeen Adhar for the purchase of property located at 1303 Deepwood Dr., Friendswood, Galveston County, Texas, is contingent upon the City Council's approval of the agreement at this June 3rd meeting. Under the Agreement, the City agrees to purchase the property for a sales price of $35,000. The Agreement calls for a closing date 45 days after it is filed with the title company. The property is flood-prone property and will be used for open land for drainage, greenspace and/or recreational purposes.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Sales Agreement - 1303 Deepwood

PROPERTY SALES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Property Sales Agreement, hereinafter known as the "Agreement," is made and entered into this ___ day of May, 2024, by and between the City of Friendswood, a municipal corporation located in Galveston and Harris Counties, Texas, hereinafter known as the "City," and Takoordeen Adhar, the owner of the Property described herein below, hereinafter known as the "Seller." The City and the Seller shall hereinafter be known as the "Parties."

WITNESSETH:

WHEREAS, Seller's property has been identified as flood-prone in which the Seller owns a parcel of land known as 1303 Deepwood, Friendswood, Galveston County, Texas, and further described as Abstract 151, S. McKissick Survey, Lot 15 and additional private right-of-way out of the Rio Claro Subdivision, Friendswood, Galveston County, Texas, hereinafter known as the "Property"; and

WHEREAS, the Seller represents that the Property was damaged by flood, and that the Seller (i) desires to sell the Property, (ii) is under NO OBLIGATION to sell the Property to the City, and (iii) hereby sells the Property voluntarily; NOW THEREFORE,

The Parties agree as follows:

1. Contingency. In addition to the other contingencies stated herein, the Parties understand and agree that this Agreement is expressly contingent upon the City Council of the City of Friendswood's approval of this Agreement at its regularly scheduled meeting on June 3, 2024. If this Agreement is not so approved, it shall immediately terminate and be of no further force and effect.

2. Sales Price. The City agrees to pay the Seller for the Property the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00) payable at settlement after the acceptance of this agreement and approval of the Seller's title; provided (i) the Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to the Property in fee simple absolute, clear of all liens and encumbrances.

3. Post-Flood FMV. The Seller acknowledges that the price to be paid for the Property is the post-flood fair market value of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00).

4. Title Policy. The City shall obtain an Owner's Policy of Title Insurance (the "Title Policy") issued by South Land Title, LLC, located at 192 Gulf Fwy S., Suite C-2, League City, Texas 77573 ("Title Company") in the amount of the Sales Price, dated at or after closing, insuring City against loss under the provisions of the Title Policy subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

   (1) restrictive covenants common to the platted subdivision in which the Property is located;
   (2) the standard printed exception for standby fees, taxes, and assessments;
   (3) utility easements created by the dedication deed or plat of the subdivision in which the Property is located;

(4) reservations or exceptions otherwise permitted by this Agreement or as may be approved by City in writing;
(5) the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions or overlapping improvements;
(6) the standard printed exception as to marital rights; and
(7) the standard printed exception as to waters, tidelands, beaches, streams, and related matters.

Within twenty (20) days after the Title Company receives a copy of this Agreement, Seller, at City's expense, shall furnish to the City a commitment for Title Insurance (the "Commitment") and legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand deliver the Commitment and related documents to the City. If the Commitment is not delivered to the City within the specified time, the time for delivery shall be automatically extended up to fifteen (15) days. The City shall have ten (10) days after the receipt of the Commitment to object in writing to matters disclosed in the Commitment. The City may object to existing building and zoning ordinances and items (1) through (7) listed above if the City determines that any such ordinance or item prohibits the proposed use of the Property as open land for drainage, greenspace and/or recreational purposes.

5. Survey. Within ten (10) days after the City's receipt of any survey plat required by City or the Title Company, City may object in writing to any matter which constitutes a defect or encumbrance to title shown on a survey plat obtained by City at the expense of Seller. The survey, if required, shall be made by a Registered Professional Land Surveyor acceptable to the Title Company and City. The plat shall (a) identify the Property by metes and bounds or platted lot description; (b) show that the survey was made and staked on the ground with the corners permanently marked; (c) set forth the dimensions and total area of the Property; (d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information; (e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying within the one hundred (100) year flood plain as shown on the current Federal Emergency Management Agency map; and (f) contain the surveyor's certificate that the survey as shown by the plat is true and correct.

6. Closing and Possession. The closing of the sale shall be on or before the forty-fifth (45th) day after the title company receives this Agreement, or within seven (7) days after objections to title, environmental assessment and/or survey have been cured, whichever date is later, such date hereinafter referred to as "Closing Date." At closing, Seller shall furnish tax statements or certificates showing no delinquent taxes are due and owing on the Property, and Seller shall tender a general warranty deed conveying good and indefeasible title showing no additional exceptions, other than those not objected to by City or waived by City. The possession of the Property shall be delivered to City at closing.

7. Application of Proceeds. It is understood by all Parties that the proceeds from the sale shall first be applied to all liens on the Property, including real estate taxes which are due and payable to the date of settlement. Seller shall be responsible for the expenses associated with the following: releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; and taxes assessed prior to January 1, 2024. Furthermore, Seller shall be responsible for interest on any loan, current taxes, any rents, maintenance fees, and assessments, which amounts shall be prorated through the Closing Date. If the amount of the ad valorem taxes for the year in which the sale is closed is not available on the Closing Date, proration of the taxes shall be made on the basis of the taxes assessed in the previous year. If Seller's change in use of the Property

prior to the closing or denial of a special use valuation on the Property claimed by Seller results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of the Seller. Obligations imposed by this article shall survive closing.

8. Further Assurance. The Seller agrees that Seller will execute all necessary documents to transfer fee simple absolute title to the Property to the City and also agrees to execute now and in the future, any and all documents required by the City, to complete this transaction and to comply with all applicable laws.

9. Removal. The Seller understands that no fixtures, materials, or improvements to the real estate may be removed from the premises. Any violation of this agreement may result in changing the fair market value of the structure.

10. Voluntary Transaction. The Seller understands this is a voluntary transaction.

11. Foreign Person. If Seller is a "foreign person" as defined by applicable law or if Seller fails to deliver an affidavit that Seller is not a "foreign person," then City shall withhold from the sales proceeds an amount sufficient to comply with the applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require the filing of written reports if cash in excess of specified amounts is received in the transaction.

12. Notice. All notices required to be given hereunder shall be given in writing, in person or by overnight, certified, or registered mail, return receipt requested at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

SELLER
Takoordeen Adhar
6602 Winkleman Road
Houston, TX 77083

CITY
City of Friendswood
Attn: City Manager
910 S. Friendswood Drive
Friendswood, TX 77546

13. Use. The intended use of the Property by City is for open space, non-insurable facilities that would not impede stormwater during flood events, and other similar uses. If City ascertains that applicable zoning ordinances, easements, restrictions or governmental laws, rules or regulations prevent such intended uses, and City notifies Seller within thirty (30) days after the effective date of this Agreement (but in all events at least seven (7) days prior to closing) of City's inability to use the Property as herein proposed, the Agreement shall terminate. City's failure to give the notice within the required time shall constitute City's acceptance of the Property.

14. No Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder 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.

15. Governing Law/Venue. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City of Friendswood, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

16. 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.

17. No Right to Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and the Seller hereby agrees that no claim or dispute between the City and the Seller 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 Seller consents to be joined in the arbitration proceeding if the Seller's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

18. Authority. The persons executing this Agreement on behalf of the Parties hereby represent that such persons have full authority to execute this Agreement and to bind the party he/she represents.

19. Agreement Read. The Seller acknowledges that he has had an opportunity to review this Agreement and that he has had an opportunity, if he so chooses, to contact an attorney of his choice to review this Agreement; and the Seller enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City as a result of this Agreement or anything incident to the sale of the referenced real property.

20. Binding Effect. This agreement is binding upon the heirs, executors, successors and assigns of all Parties.

[Signature Page Follows]

Signed this ____ day of _____, 2024.

Buyer: City of Friendswood

_____
MORAD KABIRI, City Manager

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN HORNER, City Attorney

Signed this ____ day of _____, 2024.

Seller: Takoordeen Adhar

_____
TAKOORDEEN ADHAR

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, _____, the undersigned notary public, on this day personally appeared TAKOORDEEN ADHAR, owner of the above-described Property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this __ day of _____, 2024.

_____
Notary Public in and for the State of Texas

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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: June 3, 2024

Date submitted: 05/21/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Lift Station No. 30 Rehabilitation Flow Monitoring Analysis and Preliminary Design Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City's Lift Station No. 30 may need to be expanded and upsized from its current capacity of approximately 650 gpm to approximately 1,150 mpg in order to accommodate future projected peak flows. Under the proposed agreement, Kimley-Horn and Associates, Inc. ("KHA") will complete a flow monitoring analysis and calculate a revised projected peak flow to determine if the current wet well has sufficient capacity per Texas Commission on Environmental Quality (TCEQ) and City of Friendswood design criteria. Additionally, KHA will perform preliminary design phase services and prepare a Preliminary Engineering Report ("PER") to document the flow monitoring analysis, existing and projected peak flows, lift station design calculations, and required site modifications. KHA's services include a structural and electrical analysis of the existing lift station equipment. Final design, bid, and construction phase services are not included in this agreement.

Pursuant to the proposed Agreement, KHA will perform the analysis and preliminary engineering phase services for a lump sum cost of $88,000 within the following time frame:

Task 1: Flow Monitoring Data Collection..... 60 calendar days of NTP
Task 2: Preliminary Design (Draft PER)..... 45 days after Task 1
Task 3: Preliminary Design (Final PER) ..... 14 days after receipt of City comments

Expansion and upsizing of this lift station was included in the *2023 Water and Wastewater Impact Fee Update.*

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

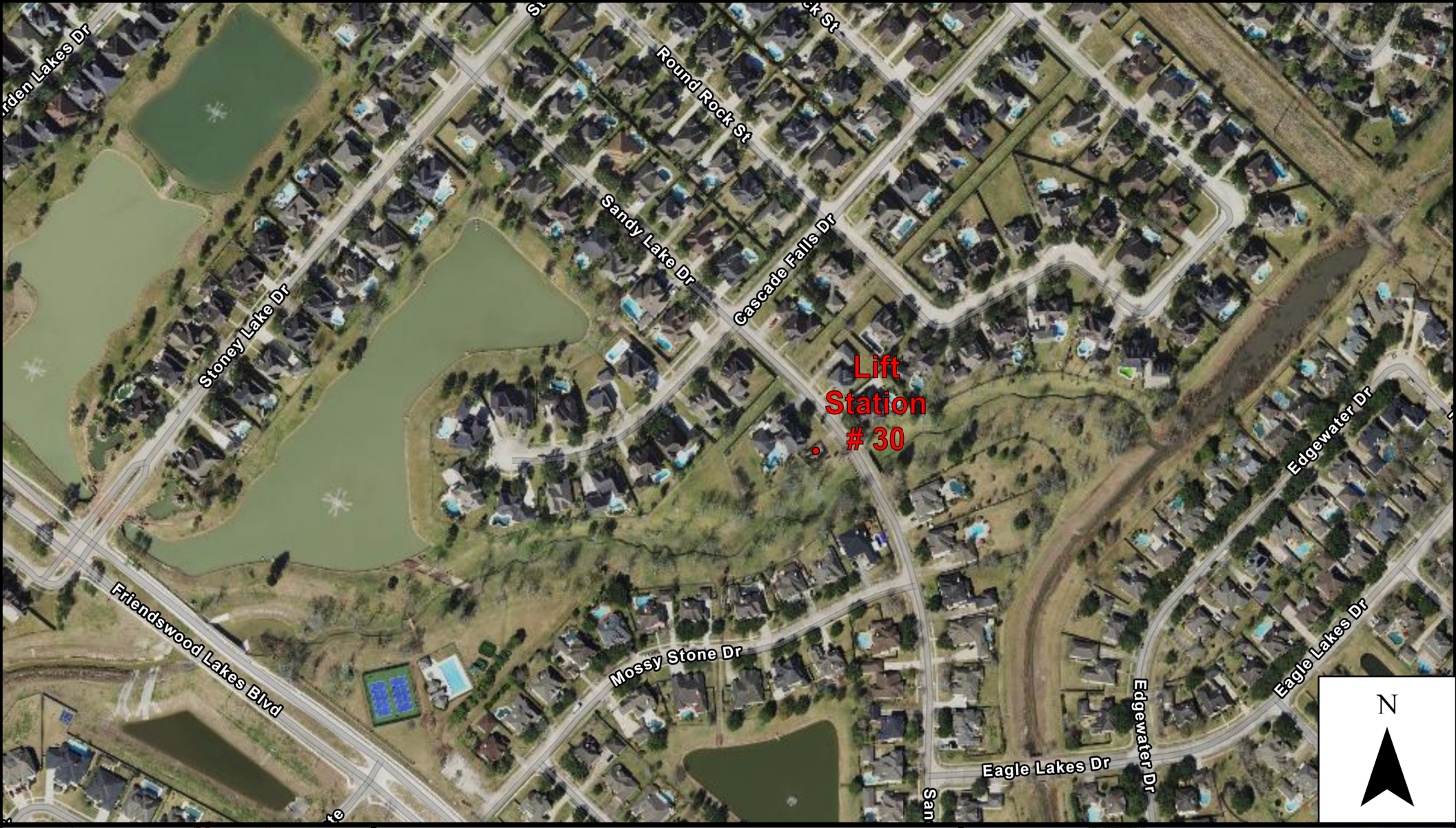
RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Lift Station 30 Location Map
2. Professional Services Agreement
3. Kimley-Horn LS 30 Form 1295
4. Government Code Verifications Form

5. Certificate of Ins Exp 04-01-2025



Lift Station 30

Lift Station 30 is being evaluated for upgrades and improvements in order to service the increased flow from developmental expansion.

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Kimley-Horn and Associates, Inc. (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.
The City hereby engages the Professional to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Stephen Kelly, P.E., shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.
The Professional shall perform a flow monitoring analysis and preliminary engineering design services in connection with the City's Lift Station No. 30 Rehabilitation Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.
The Professional shall perform the services required herein in accordance with schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services to be Furnished to Professional.
It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, nonconfidential information, data, reports, records, and maps as are existing and available to the City for the carrying out of the work of the Professional as outlined under "Scope of Services." The Professional shall have the right to rely on the technical accuracy of such information, data, reports, or maps. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Compensation and Method of Payment.

a. Compensation.
It is agreed that total fees for the Scope of Services, including reimbursable expenses, described in Exhibit "A" shall not exceed the sum of EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS ($88,000.00) and as more particularly detailed in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

(1) The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

(2) The City agrees to pay the Professional within thirty (30) days of its receipt of the invoice, including all necessary backup information, or the receipt of services, whichever is later; provided, however, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

6. Records.
The Professional shall keep accurate records, including, but not limited to, time sheets, travel vouchers and payroll records, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying within the City's corporate limits within ten (10) days of the City's request.

7. Ownership of Documents.

a. All documents, including original drawings, estimates, specifications, field notes and data are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.

b. All documents, including drawings prepared by the Professional are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by the Professional for

the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the scope of work by the Professional, its agents, representatives, volunteers, employees or subconsultants.

a. The Professional's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

(1) Commercial General Liability
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Per Occurrence: $1,000,000
- Fire Damage $500,000
- Waiver of Subrogation required.
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

(2) Business Automobile Policy
- Combined Single Limits: $1,000,000
- Coverage for "Any Auto"
- Waiver of Subrogation required.

(3) Errors and Omissions
- Limit: $1,000,000 per claim and in the aggregate
- For all architects, engineers, and/or design companies
- Coverage will be in force for one (1) year after completion of the Project
- Waiver of Subrogation required.

(4) Workers' Compensation
- Statutory Limits
- Employer's Liability $500,000
- Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein:

- Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or materially changed except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions and Workers' Compensation policies required herein.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Professional.
- The Professional shall provide copies of insurance certificates to the City prior to the City's execution of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired. Failure to provide certificates constitutes a breach of this Agreement.

9. Standards of Performance.

a. The Professional agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures, and performances ordinarily used by members of Professional's profession practicing under the same or similar circumstances, time, and locality.

b. The Project shall be designed and furnished in accordance with the most current codes and/or standards adopted by City, state, or federal government or in general custom and usage by the profession. The codes and standards used in the profession set forth minimum requirements.

c. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.

d. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall promptly correct any defective analysis at no cost to City. The City's approval, acceptance, use of or payment for all or any part of the Professional's services hereunder or of the Project itself shall in no way alter the Professional's obligations or the City's rights under this Agreement.

e. The Professional shall submit all final construction and support documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. As applicable, the Professional shall provide the City with record "as-built" drawings relating to the Project, in an electronic format that is acceptable to the City. The City shall be in receipt of record drawings, if applicable, prior to final payment.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL AND/OR ITS OFFICERS, AGENTS, EMPLOYEES OR OTHER PERSON OR ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF

OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law, except as otherwise provided in Subchapter I of Chapter 271 of the Texas Local Government Code to the extent applicable. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder, provided that nothing in this Release provision shall expand or otherwise alter Professional's indemnification obligation set forth above. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in its subcontracts a release and indemnity in favor of the City in the same form as above.

11. Notices.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United

States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

CITY:	PROFESSIONAL:
City of Friendswood	Kimley-Horn and Associates, Inc.
910 S. Friendswood Drive	11700 Katy Freeway, Suite 800
Friendswood, Texas 77546	Houston, Texas 77079
Attn: Morad Kabiri	Attn: Stephen Kelly, P.E.
Title: City Manager	Title: Project Manager | 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.

12. Captions.
Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.
The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer of any public body which may be a Party hereto.

14. Termination of Agreement.
The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the City Manager to the Professional of the City's election to do so. Furthermore, the City may terminate this Agreement with written notice to Professional if the Professional breaches this Agreement, but only after providing Professional seven (7) days' written notice of the breach during which the Professional shall have the opportunity to cure. If the breach is not cured within such timeframe, the City may terminate this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

(a) failing to pay insurance premiums, liens, claims or other charges;
(b) failing to pay any payments due the City, state, or federal government from the Professional or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
(c) the institution of voluntary or involuntary bankruptcy proceeding against the Professional;
(d) the dissolution of the Professional;
(e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time period specified in this Agreement;
(f) failing to complete the Project within the time period specified in this Agreement; and/or
(g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Changes.
The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

16. Personnel.
a. The Professional represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such

personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

17. Reports and Information.
The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

18. Independent Contractor.
The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.

19. Civil Rights.
The Professional shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas, which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

20. Interest of Professional and Employees.
The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

21. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.

22. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.

23. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.

24. Time is of the Essence.
Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

25. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Professional and the City only.

26. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable state arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

27. Waiver.
No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

28. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, on the subject matter hereof.

29. Severability.
All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

30. Ambiguities.
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

31. Authority.
The officers executing this Agreement on behalf of the Parties hereby represent that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement, on the ___ day of _____, 2024, the date of execution by the City Manager of the City of Friendswood.

CITY:
City of Friendswood

_____
MORAD KABIRI, City Manager

PROFESSIONAL:
Kimley-Horn and Associates, Inc.

Aaron K. Rader, P.E.
(Signature)

Aaron K. Rader, P.E.
(Printed Name)

Vice President
(Title)

ATTEST:

_____
LETICIA BRYSCH, City Secretary

ATTEST:

Stephen Kelly, P.E., Associate
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

EXHIBIT "A"
Scope of Work

A. PROJECT INFORMATION

City of Friendswood Lift Station No. 30 may need to be expanded and upsized from its current capacity of approximately 650 gpm to approximately 1,150 gpm to accommodate future projected peak flows. The City wishes to the Professional to complete flow monitoring analysis and calculate a revised projected peak flow to determine if the current wet well has sufficient capacity per Texas Commission on Environmental Quality (TCEQ) and City of Friendswood design criteria. The Professional shall perform preliminary design and prepare a Preliminary Engineering Report (PER) to document the flow monitoring analysis, existing and projected peak flows, lift station design calculations, and required site modifications. The Project includes a structural and electrical analysis of the existing lift station equipment.

B. SCOPE OF SERVICES

Basic Services: The Professional shall provide or cause to be provided the following scope of services after the City's issuance of a notice to proceed:

Task 1: Flow Monitoring

For this task, the Professional shall engage a subconsultant to perform flow monitoring on the gravity wastewater upstream of the lift station. This task shall include the following:

a. install flow meters, calibrate, and collect flow data located at gravity wastewater manholes upstream of the lift station;
    1. It is assumed two (2) monitoring locations will be required for this Project.
    2. Flow data will be gathered for thirty (30) days after installation to gather dry weather and wet weather events.
    3. The monitoring period may be extended depending on rainfall received and whether wet weather data was captured.
b. collect the following data:
    1. dry weather average daily flow,
    2. dry weather peak flow,
    3. wet weather average daily flow,
    4. wet weather peak flow, and
    5. total inflow/infiltration volume;
c. analyze the gathered data and develop tabular and graphical summaries; and
d. develop a final flow monitoring report. The flow monitoring report will be included as an appendix in the PER.

Task 2: Preliminary Design

For this task, the Professional shall:

a. review record information, as-builts, GIS shapefiles, and Project data provided by the City;
b. use existing CITY GIS data to delineate a lift station service area boundary;
c. calculate existing average and peak flows for the lift station based on City design criteria;
d. review empty parcels in the service area boundary and make assumptions with the City's input to project future flows (ultimate build-out) that will contribute flows to the lift station;
e. submit the service area boundary to the City for review and comment;
f. attend a review meeting to discuss collection system, service area boundary delineation, and existing/ultimate flow projections;
g. perform design calculations for sizing the lift station in an ultimate build-out scenario;
    1. It is assumed the lift station will be a duplex submersible pump set-up.
    2. The Professional will size the wet well, discharge piping, valves, and force main.
h. coordinate with submersible pump vendors to select a pump that will meet the required operating conditions;
i. once the pumps are selected, coordinate with vendors to determine the preliminary sizing for the required appurtenances and equipment for the lift station;
j. after preliminary sizing of the lift station, produce up to two (2) site plan layouts for review by the City;
    1. Option 1 will utilize the existing wet well and valve pad for ultimate build-out, and
    2. Option 2 will require the construction of a new wet well and lift station appurtenances.
        Note: Option 2 will only be included if it is determined a new wet well is required based on storage volume for the ultimate build-out scenario.
k. digitally submit a PDF copy of the site plan options to the City;
l. prepare the Preliminary Engineering Report (PER) document per Texas Commission on Environmental Quality, which will include:
    1. Executive Summary,
    2. Analysis of the Service Area Boundary,
    3. Flow Monitoring Analysis and Results,
    4. Lift Station Flow Projections,
    5. Lift Station Design and Hydraulic Calculations,
    6. Analysis of the two (2) site plans options,
    7. Lift Station Equipment Selected,
    8. Floodplain Elevation,
    9. Emergency Power Provisions,
    10. Opinion of Probable Construction Cost (OPCC),
        Note: The Professional 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 cost provided herein are based on the information known to Professional at this time and represent only the Professional's judgement as a design professional familiar with the construction industry. The Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

11. Exhibit 1: Lift Station Service Area Boundary,
12. Exhibit 2: Site Plan Option 1, and
13. Exhibit 3: Site Plan Option 2 (if required);

m. engage an electrical engineering subconsultant to analyze the existing electrical equipment and make recommendations to deficient or under-sized equipment required for the ultimate build-out conditions;

Note: Information provided by the electrical engineering subconsultant will be documented as appendices in the PER.

n. engage a structural engineering subconsultant to analyze the existing structural components of the lift station (wet well, valve pad, and electrical pad) and make recommendations to deficient or under-sized equipment required for the ultimate build-out conditions;

Note: Information provided by the structural engineering subconsultant will be documented as appendices in the PER.

o. submit a draft PER (pdf version) to the City for review and attend one (1) review meeting to discuss the comments; and
p. address comments then prepare a final signed/sealed PER (pdf version) to the City.

Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"
Compensation

Basic Services

Basic Services required under this Agreement, including all expenses associated therewith, shall be performed for a lump sum fee of EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS ($88,000.00) based upon the following:

Basic Services		
Task	**Description**	**Lump Sum Fee**
1	Flow Monitoring Data Collection	$24,000.00
2	Preliminary Design (Draft PER)	$64,000.00
	Preliminary Design (Final PER)	
Total Lump Sum Fee		**$88,000.00**

Exhibit "C" Schedule

The Professional shall perform the Basic Services specified in Exhibit "A" in accordance with the following schedule:

Basic Services		
Task	**Description**	**Completion**
1	Flow Monitoring Data Collection	60 calendar days from the Notice to Proceed
2	Preliminary Design (Draft PER)	45 calendar days after completion of Task 1
	Preliminary Design (Final PER)	14 calendar days after receipt of City's comments

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: June 3, 2024

Date submitted: 05/24/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an agreement with the Friends of Downtown Friendswood Inc., for the Hometown Heroes Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friends of Downtown Friendswood Inc (the "Friends") presented its Heroes of Friendswood Banner Program to the City Council earlier this year, which program is designed to recognize the great sacrifices our military members make in serving our country. This agreement authorizes the use of certain poles in the Downtown District to display banners to recognize, honor servicemen and women from the City of Friendswood. Under the Agreement, the City is responsible for the erection and removal of the banners and the Friends is responsible for administering the program and storing the banners when not in use. The term of the agreement is for two years, which term will be automatically extended for three (3) additional one-year periods unless either party terminates the agreement or provides notice of its cancelation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Hometown Heroes Agreement
2. Banner Map

HOMETOWN HEROES AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON	§	

This Hometown Heroes Agreement (this "Agreement") is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, (the "City") and Friends of Downtown Friendswood Inc., whose address is 161 W. Shadowbend Ave., Suite 100, Friendswood, Texas ("FDF").

WHEREAS, the City and FDF recognize the great sacrifices our military members make in serving our country; and

WHEREAS, the City and FDF desire to honor and/or create a living memorial to those servicemen and women from the City of Friendswood; and

WHEREAS, FDF has established a Hometown Heroes Program to celebrate the heroes of the City of Friendswood; and

WHEREAS, the City desires to participate in such program as expressed herein;

NOW THEREFORE, for and in consideration of the promises, covenants, terms and provisions contained herein, the City and FDF (each a "Party" and collectively the "Parties") agree as follows:

1. **Poles.** Subject to the written approval of the Texas Department of Transportation and Texas-New Mexico Power, as necessary, the City agrees to permit FDF the privilege to use twenty-nine (29) street poles located along S. Friendswood Drive, in the Downtown District of Friendswood, Galveston County, Texas, which poles are depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Poles") for the purposes stated herein.

2. **Use.** The Poles shall be used by FDF only for the display of 30" x 60" street banners on Memorial Day and Veterans Day of each year in accordance with the Heroes of Friendswood Program, which is further described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes (the "Program").

3. **FDF's Responsibilities.**

   3.01 **Administration of the Program.** FDF shall be responsible for the administration of the Program, including, but not limited to, the payment of all fees and costs associated therewith. FDF agrees that the banners provided shall meet all Program requirements and that FDF shall not discriminate on any basis of race, color, religion, sex (including, but not limited to, gender identity and sexual orientation), national origin, age, disability or genetic information. The City hereby reserves the right to use and/or remove the banners and/or Poles at any time during the term hereof for any municipal purposes and to display the banners for a longer period of time than specified under to the Program. FDF understands and agrees that should any banner pose a risk of danger to persons or property, the City may remove the banner without advance notice to FDF and without liability.

3.02 **Banners.** FDF shall be responsible for providing the 30" x 60" street banners, meeting the Program requirements, to the City at least seven (7) days prior to Memorial Day or Veterans' Day, as applicable, during the term of this Agreement and to store the same once removed by the City. Furthermore, FDF assumes all responsibility for any damage to the banners caused by the City in the erection, display, and removal of the banners from the Poles as well as in the temporary storage of the banners. FDF shall pick up the banners before 5:00 p.m. on the Monday following the banners' removal. Should FDF fail to do so, the banners shall be considered abandoned, and the City may keep or dispose of them as it sees fit.

3.03 **Poles and Right-of-Way.** Furthermore, FDF shall be responsible for any and all damage to personal and/or real property, including any structure or facility located in, on, over, or under the right-of-way, caused by the placement, removal or display of any banner provided in accordance with the Program.

3.04 **Indemnity and Release.** Notwithstanding any other provision in this Agreement, it is further agreed that the City shall not be responsible to any person or entity whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the installation, maintenance, inspection, or use of any banner constructed, installed or placed on any Pole. As such, the FDF hereby releases the City, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of FDF, its officers, agents, employees, or contractors, unless due to the gross negligence or wrongful act of whatsoever nature of the City, its agents or employees.

FDF SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY IN THIS PARAGRAPH THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND FOR ANY INJURY, DEATH, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANNER CONTEMPLATED HEREIN, OR IN THE PERFORMANCE OF ANY ACT OR ANY OMISSION UNDERTAKEN PURSUANT TO OR IN ANY MANNER RELATED TO THE PROGRAM AND/OR THIS AGREEMENT, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF FDF, ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES (COLLECTIVELY AS USED HEREIN "FDF PARTIES") OR THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH FDF AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY FDF TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A

CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE WITH THAT OF THE FDF PARTIES AND FROM THE CONSEQUENCES OF FDF'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE OWNER BY REASON OF ANY OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS AGREEMENT, THE CONTRACTOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE OWNER. THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE ELSEWHERE IN THIS CONTRACT, WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

4. **City's Responsibilities.** The City shall receive banners from FDF, temporarily store banner(s) for no more than seven (7) days after the removal of the banner(s), erect and remove all banners on the Poles pursuant to the Program. The erection, and removal of the banners shall be in accordance with all applicable laws, rules and regulations of all entities having jurisdiction over the same. FDF covenants and agrees that it will not display, construct, erect, or place any banner or improvement on the Poles or other real property owned by the City.

5. **Term.** The term of this Agreement shall be for a period of two (2) years commencing on May 1, 2024 (the "Effective Date") and automatically renew for three (3) additional one-year periods on the anniversary of the Effective Date, unless (i) FDF is in default of this Agreement at the time of the renewal, (ii) the Agreement is earlier terminated in accordance with Section 6, or (iii) either Party provides a cancellation notice at least thirty (30) days prior to the expiration of the then existing term.

6. **Termination**. Either Party hereto shall have the right to terminate this Agreement at any time upon providing the other Party thirty (30) days advance written notice. Upon notice of termination by either Party, the City shall return all banners that are on the Poles to FDF.

7. **Defaults and Remedies.** Notwithstanding any other provision contained in this Agreement to the contrary, FDF shall not be in default under this Agreement until thirty (30) days after receipt of written notice thereof from the City; provided, however, where any such default cannot reasonably be cured within thirty (30) days, FDF shall not be deemed to be in default under the Agreement if FDF commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

8. **Notice**. Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, addressed as follows:

If to the City:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, TX 77546 Attention: City Manager
If to FDF:	Friends of Downtown Friendswood Inc. 161 W. Shadowbend Ave., Suite 100 Friendswood, TX 77546 Attn: President

Either Party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Assignment**. FDF shall not assign any rights granted it under this Agreement without the prior written consent of the City.

10. **Non-waiver**. Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder 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 or to exercise any right or remedy occurring as a result of any future default or failure of performance.

11. **Choice of Law and Venue**. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

12. **Governmental Immunity**. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's governmental immunity.

13. **No Third-Party Beneficiaries**. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and FDF only.

14. **Construction of Agreement**. 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.

15. **Consents**. Whenever under the Agreement the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner; provided, however, nothing contained herein shall be construed to limit or restrict the exercise of the City of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

16. **Pole Removal**. In the event that any government or public body or Texas-New Mexico Power shall remove one or more Poles, FDF shall have the right to terminate this Agreement in whole or in part effective as of the date of the removal. However, such removal shall not constitute a breach of this Agreement by either Party hereto.

17. **Interference**. It is expressly understood and agreed that the Poles will not be used in any way which interferes with the use of the property on which the Poles are located or surrounding property.

18. **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.

19. **Entire Agreement**. This Agreement and the attached exhibits constitute the entire agreement between the City and FDF; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding.

20. **Agreement Read**. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

21. **Amendments**. This Agreement shall not be amended or changed except by written instrument signed by both Parties hereto.

22. **Headings**. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument.

23. **Authority**. The officers executing this Agreement on behalf of the Parties hereby confirm that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and FDF have executed this Agreement as of the date and year first above written.

CITY OF FRIENDSWOOD, TEXAS

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

FRIENDS OF DOWNTOWN FRIENDSWOOD INC:

Margaret S Crowley
(Signature)

Margaret S. Crowley
(Printed Name)

President
(Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Before me, Linda Newsted, the undersigned notary public, on this day personally appeared Margaret Crowley, the President of Friends of Downtown Friendswood Inc., on behalf of such company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of May, 2024.

LINDA NEWSTED
Notary ID #13429499-4
My Commission Expires
April 9, 2027

Linda Newsted
Notary Public in and for the State of Texas

My commission expires: April 9, 2027

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Exhibit "A"

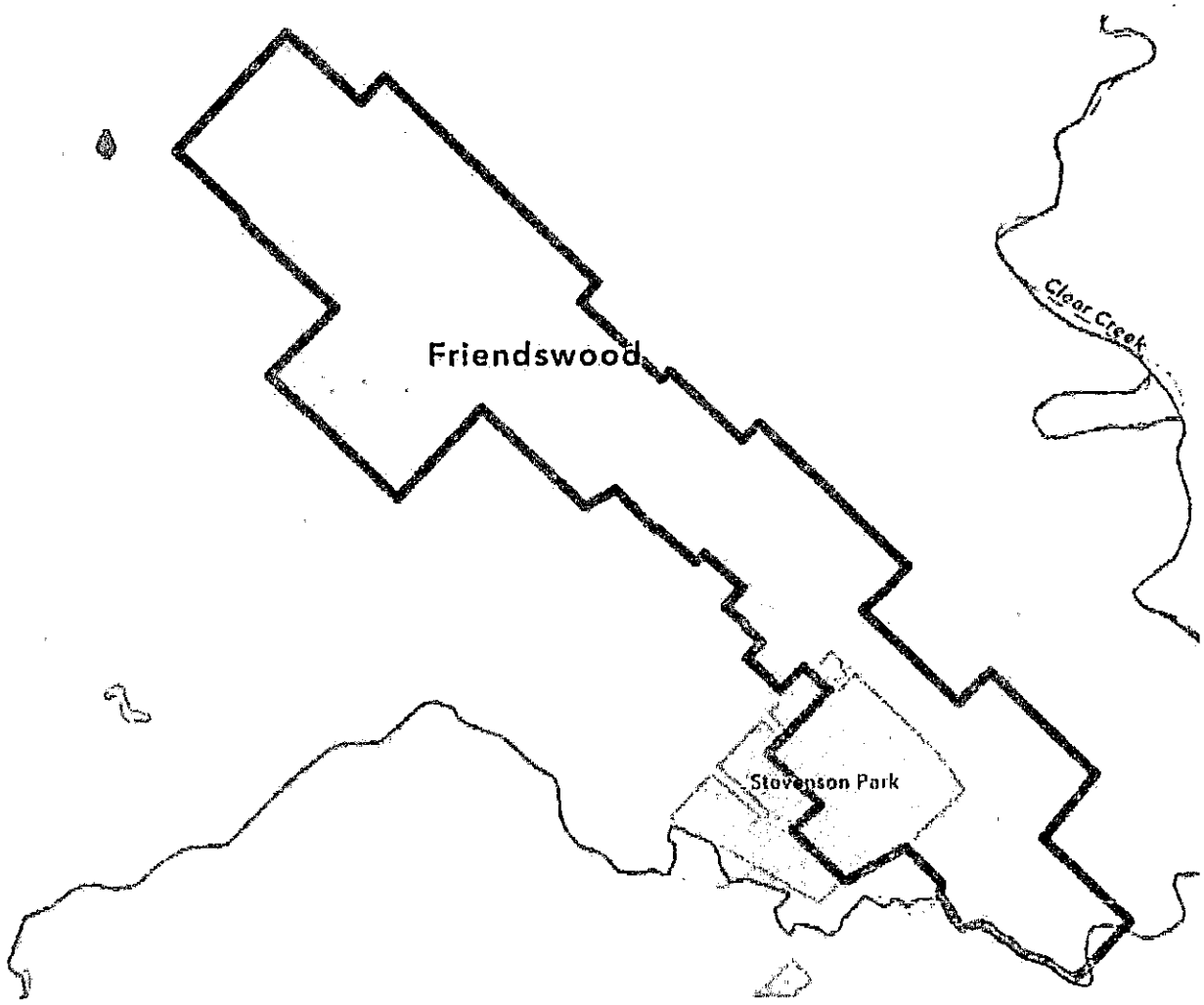


Exhibit "B"

Open To Service Members Who Have Resided In Friendswood, Past or Present

Accepting Submissions:
March 1 - April 15

Banners on Display:

ABOUT THIS PROJECT:

The Friends of Downtown Friendswood recognize the great sacrifice that our military members make in serving our country.

CELEBRATING THE HEROES OF FRIENDSWOOD

This is a non-political, non-partisan, and not-for-profit program intended to serve as a living memorial to those service men and women from the City of Friendswood.

To Participate:

Applications will be accepted from March 1 - April 15.
Banners will measure 30" x 60".
Banners will be displayed and stored by FDFA and are expected to be utilized for an estimated 2-year rotation and returned to the applicant at time of decommission.
Banner locations are limited. After all available spaces are filled, applications will be closed until space becomes available.

The Heroes of Friendswood Banners will be displayed in on Memorial Day and Veterans Day.

Eligibility Requirements:

Honoree must be:

- Armed Services personnel
- Currently serving, honorably discharged, retired or deceased

Honoree must meet **ONE** of the following criteria:

- Be a current resident of the City of Friendswood
- Have previously lived in the City as a resident (1 year or more)

Each application is subject to approval by the Friends of Downtown Friendswood Assn/FDFA Heroes of Friendswood Banner Program Committee.

Banner Locations:

Locations for displaying the banners will be determined by the Heroes of Friendswood Committee. Available space is determined in cooperation with the City of Friendswood and will be restricted to the Downtown Friendswood District. Limited banner location space available.

Application Checklist:

- Completed Application
- Details of Residency
- Proof of Honorable Discharge / Active Service (i.e. Form DD214 or Honorable Discharge Certificate) If unavailable, leave empty and the committee may reach out to confirm further. Feel free to redact SSN.
- Official Military Photo submission, least 400 dpi resolution (Images of less than 400 dpi, and scanned photocopies may be of grainy or poor quality. Should you only have a hard copy or for any other issues, please email us at INFO@FDFA.ORG and we will assist with the process).
- $100 fee paid via PayPal upon, link provided after submitting application.

Application Process:

Applications open March 1 - April 15

The term "**VETERAN**" is defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions *other than dishonorable.*

The term "**ACTIVE DUTY**" means (A) full-time duty in the Armed Forces, other than active duty for training; (B) full-time duty (other than for training purposes) as a commissioned officer of the Regular or Reserve Corps of the Public Health Service (i) on or after July 29, 1945, or (ii) before that date under circumstances affording entitlement to "full military benefits" or (iii) at any time, for the purposes of chapter 13 of this title; (C) full-time duty as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessor organization the Coast and Geodetic Survey (i) on or after July 29, 1945, or (ii) before that date (I) while on transfer to one of the Armed Forces, or (II) while, in time of war or national emergency declared by the President, assigned to duty on a project for one of the Armed Forces in an area determined by the Secretary of Defense to be of immediate military hazard, or (III) in the Philippine Islands on December 7, 1941, and continuously in such islands thereafter, or (iii) at any time, for the purposes of chapter 13 of this title; (D) service as a cadet at the United States Military, Air Force, or Coast Guard Academy, or as a midshipman at the United States Naval Academy; and (E) authorized travel to or from such duty or service.

Heroes of Friendswood Committee

Richard Sasson

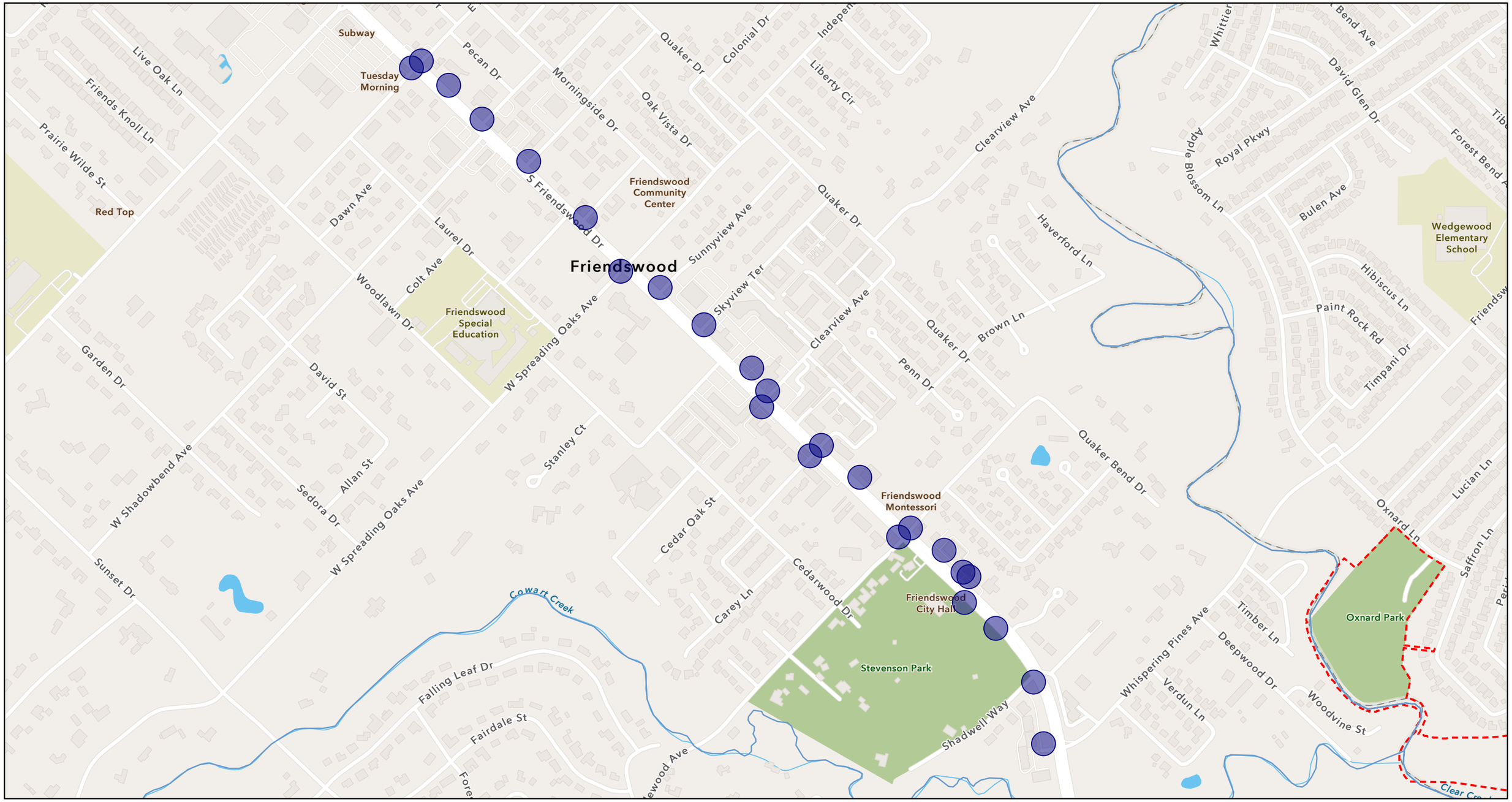
Joe Matranga

Meg Crowley

Brett Banfield

Sara Peters

Cultivating A Homegrown Vibrancy For Our Downtown Community



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All Linear Water Features

City Limits

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,

The locations herein above are approximate and subject to change.

ArcGIS Web AppBuilder

Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Houston- Galveston Area 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: June 3, 2024

Date submitted: 05/24/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution amending Chapter 7 "Benefits" of the City of Friendswood Personnel Policy Manual to add a new section entitled "Fitness Incentive Leave" to promote employee health and wellness and to encourage employees to participate in designated physical fitness activities.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This resolution authorizes an amendment to the City's Personnel Policy Manual to add a section to be Numbered and entitled Section 7.07 "Fitness Incentive Leave," which section shall read as follows:

> **7.07 Fitness Incentive Leave**
> To promote employee health and wellness and to encourage participation in physical fitness activities, the City of Friendswood, through the City Manager, may establish an employee fitness program and provide fitness incentive leave. Such leave shall be available to full-time employees meeting or exceeding the standards established in and in accordance with the Administrative Rules and the approved program.

The Fitness Incentive Leave policy is designed to promote employee health and wellness through designated physical fitness activities. Amending the policy allows the City Manager to designate one or more activities through which employees may voluntarily participate and earn up to three (3) days of comp time if they meet various criteria established in the program. Unless otherwise specified, the fitness incentive program shall entail off-duty, recreational, social, and/or athletic activities that do not constitute part of an employee's work-related duties.

The program contemplated at this time is a rowing fitness program that will be available to all full-time City employees who enroll and receive a passing score.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Fitness Incentive Leave

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 7 "BENEFITS" OF THE CITY OF FRIENDSWOOD'S PERSONNEL POLICY MANUAL TO ADD A NEW SECTION TO BE ENTITLED AND NUMBERED SECTION 7.07 "FITNESS INCENTIVE LEAVE"; DIRECTING THE CITY MANAGER TO ADOPT AN ADMINISTRATIVE RULE CONSISTENT THEREWITH; RENUMBERING THE REMAINING SECTIONS OF SUCH CHAPTER; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

****

WHEREAS, on August 7, 2023, the City Council adopted an updated Personnel Policy Manual; and

WHEREAS, the City desires to amend such manual in order to provide for fitness incentive leave in order to promote employee health and wellness through designated physical fitness activities; and

WHEREAS, policy allows the City Manager, though an administrative rule, to designate one or more activities through which employees may voluntarily participate and earn compensatory time if they meet various established criteria; and

WHEREAS, unless otherwise specified, the fitness incentive program shall entail off-duty, recreational, social, and/or athletic activities that do not constitute part of an employee's work-related duties; and

WHEREAS, each employee should read and become familiar with the updated Personnel Policy Manual herein adopted and the associated Administrative Rule; NOW THEREFORE,

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

Section 1. That the facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. That the following sections in Chapter 7 "Benefits" of the City of Friendswood's Personnel Policy Manual are hereby renumbered as follows:

Current Section	New Section	Title of Section
7.07	7.08	Paid Parental Leave
7.08	7.09	Family and Medical Leave
7.09	7.10	Paid Absences
7.10	7.11	Leave Without Pay
7.11	7.12	On-The-Job Injury Leave
7.12	7.13	Paid Quarantine Leave Policy for Peace Officers and Emergency Medical Technicians
7.13	7.14	Mental Health Leave for Peace Officers and Telecommunicators
7.14	7.15	Education Reimbursement
7.15	7.16	Mandatory Continuing Education
7.16	7.17	Retirement Benefits

Section 3. That the City Council of the City of Friendswood hereby amends Chapter 7 "Benefits" of the City of Friendswood's Personnel Policy Manual to add a new section to be entitled and numbered Section 7.07 "Fitness Incentive Leave," which section shall read as follows:

7.07 Fitness Incentive Leave

To promote employee health and wellness and to encourage participation in physical fitness activities, the City of Friendswood, through the City Manager, may establish an employee fitness program and provide fitness incentive leave. Such leave shall be available to full-time employees meeting or exceeding the standards established in and in accordance with the Administrative Rules and the approved program.

Section 4. That the City Council of the City of Friendswood directs the City Manager to adopt an Administrative Rule consistent with the policy adopted in Section 3 hereinabove.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this resolution as a whole or any part or provision hereof other 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, or whether there be one or more parts.

Section 6. 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 on this the 3rd day of June, 2024.

_____
MIKE FOREMAN, Mayor

ATTEST:

_____
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

_____
KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM

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

Date requested for City Council consideration: June 3, 2024

Date submitted: 04/23/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing (i) Rebecca Hillenburg, (ii) Ron Cox, (iii) Chris Richardson and (iv) Scott MacKenzie to the Friendswood Downtown Economic Development Corporation for a two-year term beginning July 1, 2024, and ending on June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Downtown Economic Development Corporation is a Type B corporation that may undertake projects as described in Chapters 501 and 505 of the Local Government Code, including undertaking projects as authorized by law, including but not limited to:

Projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map including: streets, targeted infrastructure, paved sidewalks, pedestrian amenities; such as, benches, lighting, signage, other related public improvements and the maintenance and operations expenses for any of the previously described projects.

The following members desire appointment and have met the requirements of the City's Appointment Policy:

(i) Rebecca Hillenburg,
(ii) Ron Cox,
(iii) Chris Richardson, and
(iv) Scott MacKenzie.

If appointed, these members will serve a two-year term beginning July 1, 2024, and ending June 30, 2026. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Richardson, Chris - Volunteer Application 2023_Redacted
2. Hillenburg, Rebecca - Volunteer Application_Redacted
3. Cox, Ron Volunteer Application 2019_Redacted
4. MacKenzie, Scott, Volunteer Application 2024_Redacted

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BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Chris Richardson

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: _____

CITY, STATE, ZIP: Friendswood TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Retired Air Force Officer

SPECIAL INTERESTS AND TALENTS: Leadership, organization, planning

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Revised 03/31/21 syb

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

___/___ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
___2___ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

___✓___ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
___✓___ DAYTIME
_____ EVENING
_____ SUMMER

I AM AVAILABLE FOR

___✓___ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
___✓___ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? 27 years as active duty Air Force pilot and commander of organizations of up to 16,000 airmen and budgets in excess of $500 million!

Please list any civic or community endeavors in which you have been involved: None - yet!

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 9/8/23

Thank you for taking the time to complete this application.

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Mike Foreman
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Dave Baron
ADDRESS: [redacted]
PHONE: [redacted]

Revised 03/31/21 syb

FEB 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Rebecca Hillenburg

HOME PHONE:

HOME ADDRESS: [redacted]

WORK PHONE:

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: retired educator

SPECIAL INTERESTS AND TALENTS: Working with children, helping others snow skiing, reading, crocheting, walking

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Friendswood Downtown Economic Development Corp.

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

✓ FDEDC

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 30 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
BS. in Ed, IU; MS. in Ed, IU; MS in Mgt, UHCL; Ed.D. Baylor, Ed. Admin.
Pastoral Care Cert.

Please list any civic or community endeavors in which you have been involved:
volunteering with schools
serving on church & city committees

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Rebecca Hellenburg
Signature of Applicant

Jan. 31, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
Friendswood ISD Board of Trustees	2005 → Present
CEDC, City of Friendswood	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Thad Roher
ADDRESS [redacted]
PHONE: [redacted]

NAME: Tony Hopkins
ADDRESS: [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Ronald E. Cox

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Municipal Consultant

SPECIAL INTERESTS AND TALENTS:

Are you currently serving as a member of any Friendswood governmental body? YES ?

If so, please name the body: FDEDC (not sure if it is considered governmental)

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
_____ ELECTION WORKER

PLANNING & PRESERVATION
_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
✓ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
Bond Committee

OTHER
_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Interested in assisting with recommendations for a future bond election.

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: MALE
FRIENDSWOOD RESIDENT FOR 27 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Former City MANAGER in Friendswood

Please list any civic or community endeavors in which you have been involved:
Church; Chamber, Rotary (past), FDFA

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Ronald E. Cox
Signature of Applicant

2-19-19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Scott MacKenzie

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: scott.mackenzie@home24bank.com

CELL PHONE: [redacted]

OCCUPATION: Commercial Banking

SPECIAL INTERESTS AND TALENTS: Running, athletics

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Revised 03/31/21 syb

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____PLANNING & ZONING COMMISSION
__2__ZONING BOARD OF ADJUSTMENT & APPEALS
_____KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____COMMUNITY & ECONOMIC DEVELOPMENT
_____CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____INVESTMENT COMMITTEE
__1__FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

__✓__LONG-TERM PROJECTS
__✓__SHORT-TERM PROJECTS
__✓__DAYTIME
__✓__EVENING
__✓__SUMMER

RECREATION

_____4TH OF JULY STEERING COMMITTEE
_____4TH OF JULY VOLUNTEER
_____SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____LIBRARY BOARD
_____LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

_____LONG-TERM PROJECTS
_____SHORT-TERM PROJECTS
_____DAYTIME
_____EVENING
_____SUMMER

OTHER

_____WEST RANCH MANAGEMENT DISTRICT
_____ANIMAL SHELTER ADVISORY COMMITTEE
_____VOLUNTEER FIRE DEPT/EMS
_____CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I am interested in serving the City of Friendswood in anyway requested. We have lived in this community since 2019 and could not be happier living in this community.

Revised 03/31/21 syb

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: Male
FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? I previously served a 3 year term on the Big Spring Economic Development Board. It is a type A EDC, but I am sure my role would be fairly similar. 19 years experience in commercial banking.

Please list any civic or community endeavors in which you have been involved: Friendswood Rotary Club member and President elect, Friendswood Chamber of Commerce board member,

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 5/17/2024

Thank you for taking the time to complete this application.

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Sid Medina

ADDRESS: [redacted]

PHONE [redacted]

NAME: Darlene Dabney

ADDRESS: [redacted]

PHONE [redacted]

Revised 03/31/21 syb

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: June 3, 2024

Date submitted: 04/24/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider reappointing (i) Willie Anderson and (ii) Richard Sasson to the Planning and Zoning Commission for a two-year term beginning July 1, 2024, and expiring on June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission submits recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map: any request for a specific use permit or planned unit development, any change or amendment to the subdivision ordinance: and any related request by Council. In public meetings, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.

The following members desire reappointment and have met the requirements of the City's Appointment Policy:
(i) Willie Anderson, and
(ii) Richard Sasson

If appointed, these members will serve a two-year term beginning July 1, 2024, and ending June 30, 2026. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Anderson, Willie - Volunteer Application 2023_Redacted
2. Sasson, Richard - Volunteer Application_Redacted

TM

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: **WILLIE C. ANDERSON** _____ HOME PHONE: [redacted] _____

HOME ADDRESS: [redacted] _____ WORK PHONE: _ _____

CITY, STATE, ZIP: [redacted] _____

EMAIL ADDRESS: [redacted] _____ CELL PHONE: [redacted] _____

OCCUPATION: **RETIRED ENGINEER & MANAGEMENT CONSULTANT** _____

SPECIAL INTERESTS AND TALENTS: **PROJECT MANAGEMENT, GARDENING** _____

_____

Are you currently serving as a member of any Friendswood governmental body? **NO** _____

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

__YES PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

RECREATION

_____4TH OF JULY STEERING COMMITTEE
_____4TH OF JULY VOLUNTEER
_____SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

I AM AVAILABLE FOR

YES __LONG-TERM PROJECTS
YES __ SHORT-TERM PROJECTS
YES __DAYTIME
YES __EVENING
YES __SUMMER

SPECIAL COMMITTEES AS CALLED

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]_____
SEX**:** [redacted] _
FRIENDSWOOD RESIDENT FOR **28.5** YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? **NO** _____

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

TX BOARD OF PROFESSIONAL ENGINEERS (23 YEARS); INTERNATIONALLY CERTIFIED COACH; B.S. MECHANICAL ENGINEERING

Please list any civic or community endeavors in which you have been involved: **COMMISSIONER OF GIRLS SOFTBALL LEAGUE (FLOSSMOOR, IL); The Park Homeowners Assn. Board Member** _____

WCA Consent (Initial Here) Do Not Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission: and in such a case, no investigation will be performed, and my application will not be further processed.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 5 May 2023

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: RICHARD SASSON _____

ADDRESS: [redacted] _____

PHONE: [redacted] _____

NAME: MIKE FOREMAN _____

ADDRESS: [redacted] _____

PHONE: [redacted] _____

Revised 03/31/21 syb

CC: M & CC

Aubrey Harbin
Mary Perroni

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: RICHARD SASSON

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE:

EMAIL ADDRESS:

CELL PHONE:

OCCUPATION: ENGINEER

SPECIAL INTERESTS AND TALENTS: PROFESSIONAL ENGINEER, MBA

Are you currently serving as a member of any Friendswood governmental body? NO

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
- ____ ELECTION WORKER

PLANNING & PRESERVATION
- ✓ PLANNING & ZONING COMMISSION
- ____ ZONING BOARD OF ADJUSTMENT
- ____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ____ COMMUNITY & ECONOMIC DEVELOPMENT
- ____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ____ INVESTMENT COMMITTEE

I AM AVAILABLE FOR
- ✓ LONG-TERM PROJECTS
- ✓ SHORT-TERM PROJECTS
- ____ DAYTIME
- ✓ EVENING
- ____ SUMMER

RECREATION
- ____ 4TH OF JULY STEERING COMMITTEE
- ____ 4TH OF JULY VOLUNTEER
- ____ SENIOR CITIZENS ADVISORY

EDUCATION
- ✓ LIBRARY BOARD
- ____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER
- ____ WEST RANCH MANAGEMENT DISTRICT
- ____ ANIMAL SHELTER ADVISORY
- ____ VOLUNTEER FIRE DEPT./EMS
- ____ CHARTER REVIEW (AS NEEDED)

Please use the reverse side for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions. Providing this information is voluntary.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 23 YEARS

Have you ever been convicted of a crime, other than minor traffic violations? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

PROFESSIONAL ENGINEER - TEXAS
MBA - FINANCE
BS CHEMICAL ENGINEERING CORNELL UNIVERSITY

Please list any civic or community endeavors in which you have been involved:

FRIENDS OF DOWNTOWN (FDFA)

I hereby affirm the information provided herein is true and correct, to the best of my knowledge.

Signature of Applicant

4-19-16
Date

Thank you for taking the time to complete this application. It will be helpful to the Friendswood City Council in making appointments.

Please return this application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board or Commission before, please indicate the Board or Commission and appropriate dates of service.

Name of Board or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: MIKE FORCHAN
ADDRESS: [redacted]
PHONE: [redacted]

NAME: GERRY KRICSSON
ADDRESS: [redacted]
PHONE: [redacted]

RECEIVED
2016 APR 20 AM 8:27
CITY OF FRIENDSWOOD
CITY SECRETARY

Revised 01/20/16 SYB

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: June 3, 2024

Date submitted: 04/24/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider reappointing (i) Glen Grayban, (ii) Jason Byers and (iii) Michael Fernandez as regular members to the Zoning Board of Adjustment and Appeals for a two-year term beginning July 1, 2024, and expiring June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Zoning Board of Adjustment shall be composed of five members, who shall be residents of the city. Members will be appointed by at least four members of the city council for two-year terms commencing on July 1st.

The following members desire reappointment and have met the requirements of the City's Appointment Policy:

- Glen Grayban,
- Jason Byers,
- Michael Fernandez

If appointed, these members will serve a two-year term beginning July 1, 2024, and ending June 30, 2026. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Byers, Jason - Volunteer Application_Redacted
2. Fernandez, Michael - Volunteer Application_Redacted
3. Grayban, Glen - Volunteer Application_Redacted

APR 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Jason Byers

HOME PHONE [redacted]

HOME ADDRESS [redacted]

WORK PHONE [redacted]

CITY, STATE, ZIP [redacted]

EMAIL ADDRESS [redacted]

CELL PHONE: [redacted]

OCCUPATION: Procurement

SPECIAL INTERESTS AND TALENTS: Expert Negotiator

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Zoning Appeals Board

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ✓ PLANNING & ZONING COMMISSION
- ✓ ZONING BOARD OF ADJUSTMENT & APPEALS
- ✓ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ✓ COMMUNITY & ECONOMIC DEVELOPMENT
- ✓ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ✓ INVESTMENT COMMITTEE
- ✓ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ✓ LONG-TERM PROJECTS
- ✓ SHORT-TERM PROJECTS
- DAYTIME
- ✓ EVENING
- ✓ SUMMER

RECREATION

- 4TH OF JULY STEERING COMMITTEE
- 4TH OF JULY VOLUNTEER
- SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

Available as city Needs

I AM AVAILABLE FOR

- ✓ LONG-TERM PROJECTS
- ✓ SHORT-TERM PROJECTS
- DAYTIME
- ✓ EVENING
- ✓ SUMMER

OTHER

- WEST RANCH MANAGEMENT DISTRICT
- ANIMAL SHELTER ADVISORY COMMITTEE
- VOLUNTEER FIRE DEPT/EMS
- CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have a business degree. I work in Procurement and understand People + Policies. I have 3 young children so I am vested in the future of Friendswood. Exp in contract Management + Vendor Management

Please list any civic or community endeavors in which you have been involved: Citizen Advisory Action Committee - School Safety Committee, Church council President, Boy Scouts of America Church Call Committee, FGSA Coach
ZBOA Member

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

March 1, 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
Zoning Board of Appeals	2018-2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: [redacted]
ADDRES[redacted]
PHONE: [redacted]

NAME: [redacted]
ADDRESS[redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MICHAEL FERNANDEZ

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: REALTOR, CONSULTANT, MEDIATOR

SPECIAL INTERESTS AND TALENTS: HELPING THE COMMUNITY AND OTHERS. TRAIN AND COACHING ORGANIZATIONS AND INDIVIDUALS IN LEADERSHIP, NEGOTIATIONS, AND CONFLICT MANAGEMENT

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL, ZONING BOARD OF ADJUSTMENT

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

- ☐ ELECTION WORKER

PLANNING & PRESERVATION

- ☑ PLANNING & ZONING COMMISSION
- ☑ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☑ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☑ LONG-TERM PROJECTS
- ☑ SHORT-TERM PROJECTS
- ☑ DAYTIME
- ☑ EVENING
- ☑ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

- ☑ WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 7 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
BACHELORS DEGREE PRE-LAW, STUDIED LAW AT SOUTH TEXAS COLLEGE OF LAW
MBA
REALTOR LICENSE, MEDIATOR, ARBITRATOR, PHD CANDIDATE INDUSTRIAL & ORGANIZATIONAL PSYCHOLOGY

Please list any civic or community endeavors in which you have been involved: LIGHT HOUSE CHARITY TEAM, HARRIS COUNTY CHILD ADVOCATES, VARIOUS DUTIES WITH KEEP FRIENDSWOOD BEAUTIFUL

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

7 - 18 - 19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
KEEP FRIENDSWOOD BEAUTIFUL	SEPT 2017 - CURRENT
ZONING BOARD OF ADJUSTMENTS & APPEALS	MARCH 2018 - JULY 2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: NATASHA McADOO
ADDRESS: [redacted]
PHONE: [redacted]

NAME: MARY DAVILA
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Glen Grayban

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Systems Engineer

SPECIAL INTERESTS AND TALENTS: International IT / Programming / 3D CADD / Drone Pilot

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: ZBOA

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
X_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
X_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

X_____ LONG-TERM PROJECTS
X_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
X_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I would like to keep volunteering with the city of friendswood and would be happy to be placed where you think I could do the most good. My education and experience in my engineering days lend itself to zoning and understanding maps and construction drawings. With my information systems background, I may be useful on any committies geared for digital infrastucture of the city both wired and wireless.

Thank you for your consideration.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
My education and work background transitioned over the years from Surverying, Architecture and Engineering to programming engineering software, Systems Engineering, Executive IT Management (CIO). I have undergrad degrees both in Engineering Design and Information Systems. I also have a graduate degree in Management Information Systems.

Please list any civic or community endeavors in which you have been involved: Over the years I have volunteered as a director of Friendswood Lakes HOA (2001 - 2015), a director and Parade Marshal for Krew of Gambrinus (2008 - 2013). I have volunteered at Mary Queen during spring fling and sorting out various IT issues. I installed a complete network with servers at St. Clare of Assisi pro bono in 2003. I currently do pro bono programming and drone photography.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Glen Grayban
Signature of Applicant

04/20/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
ZBOA	2010 - Current

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kevin Holland
ADDRESS: _____
PHONE: _____

NAME: David Smith
ADDRESS: _____
PHONE: _____

Revised 11/04/19 mkw

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: June 3, 2024

Date submitted: 04/24/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider reappointing (i) Cindy Deaton, (ii) Cody Owen (iii) Billy Mendoza, (iv) Les French, (v) Randy Weisinger and (vi) Thomas Hinckley to the Construction Board and Adjustment and Appeals for another two-year term beginning July 1, 2024, and expiring on June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Board of Adjustment and Appeals has the authority to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large front the building industry and one member at-large from the public.

The following eight members desire reappointment and have met the requirements of the City's Appointment Policy and related codes:

(i) Cindy Deaton,
(ii) Cody Owen,
(iii) Billy Mendoza,
(iv) Les French,
(v) Randy Weisinger, and
(vi) Tom Hinkley.

If appointed, these members will serve a three-year term beginning July 1, 2024, and ending June 30, 2027. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Deaton, Cindy Volunteer Application 2021_Redacted
2. French, Les_Redacted
3. Hinckley, Thomas_Redacted
4. Mendoza, Billy Volunteer Application_Redacted
5. Weisinger, Randy Volunteer Application 2018_Redacted
6. Owen, Cody Volunteer Application_Redacted

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Cindy Deaton

HOME PHONE: —

HOME ADDRESS: [redacted]

WORK PHONE: —

CITY, STATE, ZIP: Friendswood, TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Owner- Deaton Custom Tools

SPECIAL INTERESTS AND TALENTS: Small Business Networking, Community Involvement

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
✓ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

My expertise is in swimming pool construction, although I have worked in multifamily residential construction. I enjoy being involved in the community.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 25 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Work experience as a business owner building swimming pools.

Please list any civic or community endeavors in which you have been involved: Friendswood Chamber of Commerce Rookie of the year 2019. Current Friendswood Chamber of Commerce board member.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Cindy Deaton
Signature of Applicant

5-25-21
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Tracy Adams
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Carol Marcantel
ADDRESS: [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

CC: M & CC
Aubrey HArbin, CD

BE A FRIENDSWOOD VOLUNTEER

is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity ›verning the affairs of the City. Service through membership on a board, commission, or committee is a ılued, important opportunity for participation in an advisory capacity. To these ends, a policy has been lopted that sets out an orderly process for citizens interested in serving as members of a City board, ›mmission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

AME: LES FRENCH

HOME PHONE: [redacted]

OME ADDRESS: [redacted]

WORK PHONE: [redacted]

MAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

CCUPATION: CONSTRUCTION SUPERVISOR

PECIAL INTERESTS AND TALENTS:

ıre you currently serving as a member of any Friendswood governmental body? No

so, please name the body:

Approved 07/10/17 mkw

AREAS OF INTEREST

ease indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
✓ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
✓ SHORT-TERM PROJECTS
✓ DAYTIME
✓ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Approved 07/10/17 mkw

hese questions are asked because the City Council wants to maintain balance to insure roper representation on boards and commissions.

ATE OF BIRTH: [redacted]
EX: M
RIENDSWOOD RESIDENT FOR 32 YEARS

lave you been convicted of a crime, other than minor traffic violations in the past 10 years? No

Vhat experience do you have that may qualify you for service on a particular board or commission (i.e. license, egrees, and certificates)?
I HAVE BEEN A CONSTRUCTION SUPERVISOR FOR 39 YEARS IN COMMERCIAL AND RESIDENTIAL BUILDINGS.

Please list any civic or community endeavors in which you have been involved: I WAS INVOLVED IN THE PERRY HOME RESTORATION. SERVED ON THE BOARD OF FRIENDSWOOD GIRLS SOFTBALL ASSOCIATION FOR SIX YEARS.

hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 6/1/18

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate ıe Board, Committee or Commission and appropriate dates of service.

ame of Board, Committee or Commission:	*Dates of Service:*

ERSONAL REFERENCES:

Please list at least two references.

NAME: JIMMY BROWN
ADDRESS [redacted]
PHONE: [redacted]

NAME: BRUCE BURTON
ADDRESS [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

2/8/18

CC: M & CC
Aubrey Harbin, CDD
Karen Capps, CMO
James Toney, P & R
Morad Kabiri, CMO

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Thomas R. Hinckley Jr. HOME PHONE: _____

HOME ADDRESS: [redacted] WORK PHONE: _____

EMAIL ADDRESS: [redacted] CELL PHONE: [redacted]

OCCUPATION: VP of Operations in the field of Project Management

SPECIAL INTERESTS AND TALENTS: Automobiles, construction, restoration and gardening.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

__X__ PLANNING & ZONING COMMISSION
__X__ ZONING BOARD OF ADJUSTMENT & APPEALS
__X__ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
__X__ COMMUNITY & ECONOMIC DEVELOPMENT
__X__ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
__X__ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

__X__ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
__X__ DAYTIME (Some)
__X__ EVENING
__X__ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have a degree in construction technology and nearly finished a degree in architectural design.
Nearly 20 years of experience in the construction industry including residential, commercial and industrial.
For the past 3 years I have ran a project management staffing company growing it from inception to an expected $6M in revenue this yr.
Plan to start our own company this year with a home office of Friendswood.

Please list any civic or community endeavors in which you have been involved: Nothing formal as of late but I did assist several during and after hurricane Harvey. I was honorably discharged from the IL Army National Guard in Jan. 2002.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

2/8/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Zach Padgett
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Kam Hasmukh
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

CC: M & CC

Aubrey Harbin,CDD

BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Billy Mendoza

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]iendswood, Tx 77546

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Electrical Contractor

SPECIAL INTERESTS AND TALENTS: Educating and mentoring Apprentice Electricians, Leadership, Teambuilding ability to effectively explain practical application of codes and explain electrical terminology, problem solving, financial planning, extensive knowledge of electrical codes, nearly 30yrs experience in construction field.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Approved 07/10/17 mkw

[redacted]

[redacted]

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
__X__ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

__X__ LONG-TERM PROJECTS
__X__ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 21 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Master Electrician x 25yrs and Texas Contractors License, along with ongoing continuing education.
Frequent coordination and working with various other trades.
Previously served as Inspector for City of League City building department
A desire to educate others about electrical code, theory behind the codes and application of the codes.

Please list any civic or community endeavors in which you have been involved:
Previously served as Assistant Coach for youth Upwards Basketball
Served in various areas in my church.
Otherwise, this will be my first time serving/volunteering within the City of Friendswood

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

5/24/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Rick Bertram

ADDRESS: [redacted] riendswood, Tx. 77546

PHONE: [redacted]

NAME: Santos Garza

ADDRESS: [redacted]

PHONE: [redacted]

Approved 07/10/17 mkw

CC: M & CC

Aubrey Harbin, CDD

JUN 2018
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Randy Weisinger HOME PHONE: [redacted]

HOME ADDRESS: [redacted] WORK PHONE: _____

EMAIL ADDRESS [redacted] CELL PHONE: [redacted]

OCCUPATION: Self. Owner's A/C + Appliance Company.

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
✓ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

✓ LONG-TERM PROJECTS
✓ SHORT-TERM PROJECTS
✓ DAYTIME
✓ EVENING
✓ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 48+ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Hold an HVAC Liscence TACLB0082838C
over 30 yrs experience

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

6-9-18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Robert Griffin

ADDRESS: [redacted]

PHONE: [redacted]

NAME: John Scott

ADDRESS: [redacted]

PHONE: [redacted]

Approved 07/10/17 mkw

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: CODY OWEN

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: GENERAL CONTRACTOR

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? NO

If so, please name the body: _____

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

_____ ELECTION WORKER

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
__✓__ COMMUNITY & ECONOMIC DEVELOPMENT
__✓__ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
__✓__ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
__✓__ SHORT-TERM PROJECTS
__✓__ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Approved 07/10/17 mkw

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 16 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
DEGREE IN CIVIL ENGINEERING / CONSTRUCTION TECHNOLOGY

Please list any civic or community endeavors in which you have been involved:
BOARD MEMBER FOR FYFA- BRONCOS 11 YEARS
BOARD MEMBER FOR FWLL-BASEBALL 3 YEARS

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

06/07/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
FYFA - BRONCOS	DEC. 2007 - JAN 2018
FWLL - BASEBALL	DEC. 2008 - JUN 2011

PERSONAL REFERENCES:

Please list at least two references.

NAME: JOHN SCOTT
ADDRESS:
PHONE: [redacted]

NAME: SCOTT MASSEY
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

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: June 3, 2024

Date submitted: 04/23/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider reappointing (i) Brett Stephen and (ii) Sharon Tait to the Friendswood Public Library Advisory Board for another three-year term beginning July 1, 2024, and ending June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Public Library Advisory Board helps establish general library policies, represents the public and its interest in the operation of the library, it secures support for the Library, and communicates the needs of the people to the City Council.

The following members desire appointment and have met the requirements of the City's Appointment Policy:

(i) Brett Stephen; and
(ii) Sharon Tait

Ms. Betty Stacy has stated that she does not desire reappointment at this time, leaving one vacancy on this board.

If appointed, these members will serve a three-year term beginning July 1, 2024, and ending June 30, 2027. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Tait, Sharon Volunteer Application_Redacted
2. Stephen, Brett Volunteer Application 2020_Redacted

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Sharon Austin Tait

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE:

EMAIL ADDRESS: [redacted]

CELL PHONE:

OCCUPATION: Instructional Interventionists (Dickinson I.S.D.)

SPECIAL INTERESTS AND TALENTS: System Management; Educational Services; Professional L&D; Academic Research; Reading Intervention; Academic Coaching

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body:

Approved 07/10/17 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

- [ ] ELECTION WORKER

PLANNING & PRESERVATION

- [ ] PLANNING & ZONING COMMISSION
- [ ] ZONING BOARD OF ADJUSTMENT & APPEALS
- [ ] KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- [ ] COMMUNITY & ECONOMIC DEVELOPMENT·
- [ ] CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- [ ] INVESTMENT COMMITTEE
- [ ] FRIENDSWOOD DOWNTOWN ECONOMIC
- [ ] DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- [ ] LONG-TERM PROJECTS
- [ ] SHORT-TERM PROJECTS
- [ ] DAYTIME
- [ ] EVENING
- [ ] SUMMER

RECREATION

- [ ] 4TH OF JULY STEERING COMMITTEE
- [ ] 4TH OF JULY VOLUNTEER
- [ ] SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- [x] LIBRARY BOARD
- [ ] LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

- [ ] WEST RANCH MANAGEMENT DISTRICT
- [ ] ANIMAL SHELTER ADVISORY COMMITTEE
- [ ] VOLUNTEER FIRE DEPT/EMS
- [x] CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

My family moved to Friendswood in 1989 when my late father, Pastor Rick Austin, accepted the call to Pastor the Friendswood Baptist Church. I graduated Friendswood High School in 2000 and went on to earn my Bachelors in Bible and Education from the Arlington Baptist College. I returned to the Friensdwood area in 2006 where I embarked on my career in public education. In the years since, I have earned my Masters Degree in Educational Leadership and am currently in my dissertation stage of my Doctorate in Education. My professional experience includes having worked as a teacher for Pasadena I.S.D., a campus administrator in H.I.S.D., I had a stint at an Interantional School as an instructor and district specialists in Saudi Arabia, I've been a Director of Literacy for a public charter school in Galveston, and as an Academic Coach and currently, an Instructional Interventionists for Dickinson I.S.D..

I have co-authored several research studies which have been presented at regional research association conferences. I currently sit on the Board of Directors for my community H.O.A where I take great joy in helping to serve my neibhors. In addition to this work, I am a proud wife and mother of 2 small children. Service to others and to our community is a principle my husband and I wish to model for our children. When I consider my skills and professional expertise in the pursuit of expanding the knowledge and literacy of citizens, I hope I may be found a suitable candidate to serve my beloved community Public Library and the city and citizens of Friendswood.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 30+ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
B.A. Education; M.Ed., Educational Leadership; Educational Doctorate (pending 12/19). Texas educator licenses (2025) in Teaching & Administration. Professional expertise in literacy based education initiatives and strategies targeting a range of learners from EC to adult learners. Experience in leading innovative education practice with S.T.E.M. and S.T.E.A.M. .

Please list any civic or community endeavors in which you have been involved: Board of Directors for community H.O.A. Former junior high Sunday School teacher; Educational mentor; etc.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check may be required.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Sharon Austin Tait
Signature of Applicant

7/17/19
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

Approved 07/10/17 mkw

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Cathie Woitena
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Steven Gonzalez
ADDRESS: [redacted]
PHONE: [redacted]

Approved 07/10/17 mkw

CC: M & CC

Matt Riley, Library

FEB 2020
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Brett Stephen

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Advertising/Marketing Sales Representative

SPECIAL INTERESTS AND TALENTS: My entire professional life has been centered around marketing and business development. It is something that I enjoy and a skill set in which I thrive. On a personal note, I am an avid bowler.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: N/A

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

X_____ LONG-TERM PROJECTS
X_____ SHORT-TERM PROJECTS
X_____ DAYTIME
X_____ EVENING
X_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

X_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I am very interested in volunteering and contributing to the City of Friendswood in any way that I can. I've called Friendswood home for the past 18 years and believe that it is one of the best communities with loads of potential. I feel that I have a lot to offer and would love to be a part of the growth, development and long-term success of not only the Library, but the City of Friendswood itself.

Throughout my professional career, I have been proud to consistently give back to my industry and professional organizations through mentoring, volunteering and speaking engagements. I would like to now start giving back to my local community in the same way. I am a true believer in paying it forward.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 18 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
I have sat on similar boards and groups, namely the Business Marketing Association of Houston. I have been involved in leading the growth, development, fundraising and long-term success of these groups.

Please list any civic or community endeavors in which you have been involved: N/A

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 1/23/20

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
N/A	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Madeline Short
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Andy McDowell
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Kaitlin Cuevas
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Melissa Sharpe
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Myrna Hernandez
ADDRESS: [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

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: June 3, 2024

Date submitted: 04/30/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider reappointing (i) Judy Wiggins, (ii) Blaise Guzzetta, and (iii) Andrea Trabanino to the Community & Economic Development Committee for a three-year term beginning July 1, 2024, and ending on June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The community and economic development committee shall be composed of seven members, who are residents of the city or business owners that pay ad valorem taxes to the city and are appointed by at least four members of the city council for staggered three-year terms commencing on July 1.

The following members desire reappointment and have met the requirements of the City's Appointment Policy:

(i) Judy Wiggins,
(ii) Blaise Guzzetta, and
(iii) Andrea Trabanino

If appointed, these members will serve a two-year term beginning July 1, 2024, and ending June 30, 2027. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Guzzetta, Blaise Volunteer Application 2020_Redacted
2. Wiggins, Judy Volunteer Application_Redacted
3. Trabanino, Andrea Volunteer Application_Redacted

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: BLAISE A. GUZZETTA

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: FRIENDSWOOD TX 77546

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: INSURANCE Agent, BROKER, FA

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? CEDC

If so, please name the body: _____

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
__X__ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH [redacted]
SEX: M
FRIENDSWOOD RESIDENT FOR 40+ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Please list any civic or community endeavors in which you have been involved:
FISD/PISD - Business Representative on their Community Board, FCC - Church Board, In Charge of project from FISD for four of my eight years serving.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Blair A Lysetta
Signature of Applicant

2/5/20
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Donald Evans
ADDRESS: [redacted]
PHONE: [redacted]

NAME: Brett Banfield
ADDRESS [redacted]
PHONE: [redacted]

Revised 11/04/19 mkw

APR 2021
RECEIVED
CITY OF FRIENDSWOOD
CITY SECRETARY

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Judy Wiggins

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Business Owner/Insurance Agent

SPECIAL INTERESTS AND TALENTS: I spend a lot of time working, volunteering, and hanging out with my family. I enjoy running, exercising, and traveling. My family and I especially enjoy being outside in the various Friendswood parks walking/running the trails, searching for snakes, and enjoying the beautiful scenery.

Are you currently serving as a member of any Friendswood governmental body? no

If so, please name the body: n/a

Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
X_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

_____

_____

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_____

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 8 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Bachelors and Masters degrees, property and casualty insurance license, life and heath insurance license, series 6 and 63 licenses

Please list any civic or community endeavors in which you have been involved: I'm currently active in the Friendswood Chamber of Commerce, Friendswood Rotary Club, and Friendswood ISD Education Foundation.

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 4/14/2021

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*

PERSONAL REFERENCES:

Please list at least two references.

NAME: Sally Branson
ADDRESS: [redacted]
PHONE:

NAME: Brett Banfield
ADDRESS: [redacted]
PHONE:

Revised 11/04/19 mkw

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Andrea Trabanino HOME PHONE: [redacted]

HOME ADDRESS: [redacted] K PHONE [redacted]

CITY, STATE, ZIP: [redacted]

EMAIL ADDRESS: [redacted] PHONE: [redacted]

OCCUPATION: Summer Moon Coffee Owner

SPECIAL INTERESTS AND TALENTS: Choir director ♪

Are you currently serving as a member of any Friendswood governmental body? not yet.

If so, please name the body: _____

Revised 03/31/21 syb

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
✓ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____
_____

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_____ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Happy to help in any way I can!

Revised 03/31/21 syb

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR 20 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?
Bachelors from SHSU, Teacher (HS) 9 years, President of SHSU Zeta Tau Alpha, SHSU Orange Keys Member

Please list any civic or community endeavors in which you have been involved: None yet

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date 8/12/21

Thank you for taking the time to complete this application.

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

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: June 3, 2024

Date submitted: 04/24/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Dr. Donna Coleman to the Animal Shelter Advisory Committee for a three-year term beginning on July 1, 2024, and ending on June 30, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Animal Shelter Advisory Committee shall be composed of five members, who are: (i) residents of the City, (ii) business owners who pay ad valorem taxes to the City, or (iii) officers or employees of a business entity that pays ad valorem taxes to the City. Members are appointed by the City Council for staggered three-year terms commencing on July 1. The membership shall include one licensed veterinarian, one municipal official, one person whose duties include the daily operation of an animal shelter, one representative from an animal welfare organization, and one interested citizen.

The following member desires appointment and has met the requirements of the City's Appointment Policy:

- Dr. Donna Coleman, (vet).

If appointed, this member will serve a three-year term beginning July 1, 2024, and ending June 30, 2027. Lastly, this will be the first term for this individual under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Coleman, Donna Volunteer Application 2024_Redacted

TM

'24 MAY-28 12:51 PM

BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

VOLUNTEER APPLICATION

NAME: Donna Coleman

HOME PHONE: [redacted]

HOME ADDRESS: [redacted]

WORK PHONE: 281 482-1258

EMAIL ADDRESS: [redacted]

CELL PHONE: [redacted]

OCCUPATION: Veterinarian

SPECIAL INTERESTS AND TALENTS:

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: Board of Friendswood Animal Control

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

_____ PLANNING & ZONING COMMISSION
_____ ZONING BOARD OF ADJUSTMENT & APPEALS
_____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
_____ COMMUNITY & ECONOMIC DEVELOPMENT
_____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
_____ INVESTMENT COMMITTEE
_____ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

_____

_____

I AM AVAILABLE FOR

_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____ SUMMER

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
_X_ ANIMAL SHELTER ADVISORY COMMITTEE
_____ VOLUNTEER FIRE DEPT/EMS
_____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Revised 2022.04.04 (LB)

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH [redacted]
SEX: F
FRIENDSWOOD RESIDENT FOR _____ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)? Veterinarian

Please list any civic or community endeavors in which you have been involved: _____

X LC Consent (Initial Here) _____ Do Not Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Signature of Applicant

6-23-24
Date

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:	*Dates of Service:*
Friendswood Animal Control	

PERSONAL REFERENCES:

Please list at least two references.

NAME: Robert Lee

ADDRESS:

PHONE: [redacted]

NAME: Carol Churchill

ADDRESS: [redacted]

PHONE:

Revised 2022.04.04 (LB)

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: June 3, 2024

Date submitted: 05/21/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider reappointing Judge James Woltz as the Municipal Court Judge for the City of Friendswood for a two-year term, beginning July 1, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 4.02(b) and (c) of the City's Charter state, in part, as follows:

> "The Judge of said [municipal] court shall be appointed by Council to serve for a term of two years."

This item reappoints Judge James Woltz as the Municipal Court Judge for the City of Friendswood, for a two-year term beginning July 1, 2024. This reappointment is subject to the Judge's execution of an agreement for judicial services with the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Judge Woltz - Contract 2024-26

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: June 3, 2024

Date submitted: 04/16/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider reappointing Judge Robert J. Barfield and Judge Kathleen M. McCumber as Associate Municipal Court Judges for the City of Friendswood for a two-year term, beginning July 1, 2024.

Originating Department: City Secretary

Degree of importance: Needed to complete operational and ministerial duties of the court.

SUMMARY / ORIGINATING CAUSE

Section 4.02(b) and (c) of the City's Charter state, in part, as follows:

> "The Council may appoint such Associate of Alternate Judges of said [municipal] court as shall be deemed necessary and appropriate by said Council. Associate of Alternate Judges shall be appointed for terms and shall possess the same qualifications as are required of the regular Judge of said court."

The following individuals desire reappointment to another two-year term:

1. Robert Barfield, Associate Judge, and
2. Kathleen McCumber, Associate Judge.

As such, this item reappoints Judge Barfield and Judge McCumber as Associate Municipal Court Judges for the City of Friendswood, for a two-year term beginning July 1, 2024. These reappointments are subject to the Judges' execution of an agreement for judicial services with the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Associate Judge Barfield - Contract 2024-26
2. Associate Judge McCumber - Contract 2024-26

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the ad valorem tax report for April 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the ad valorem tax report for March 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Gal Co Tax April 2024

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@galvestoncountytx.gov

May 6, 2024

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 April, 2024 is true and correct.

Under my hand and seal this 6th day of May, 2024.

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
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
Bay Colony West MUD

Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
GC Consolidated Drainage District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 2
Galveston County MUD No. 3
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30
Galveston County MUD No. 31

Westwood Management District

Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7
WCID No. 8
West Ranch Management Dist. #1

05/01/2024 16:09:03 4542600
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 04/01/2024 THRU 04/30/2024
JURISDICTION: 0337 FRIENDWD CITY

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	102,776.90	.00	7,944.44	.00	110,721.34	.00	.00	.00	110,721.34
	I & S	.121278	32,849.06	.00	2,539.16	.00	35,388.22	.00	.00	.00	35,388.22
	TOTAL	.500728	135,625.96	.00	10,483.60	.00	146,109.56	.00	.00	.00	146,109.56
2022	M & O	.388560	10,079.83-	.00	919.48	.00	9,160.35-	687.78	.00	.00	8,472.57-
	I & S	.098754	2,561.81-	.00	233.68	.00	2,328.13-	.00	.00	.00	2,328.13-
	TOTAL	.487314	12,641.64-	.00	1,153.16	.00	11,488.48-	687.78	.00	.00	10,800.70-
2021	M & O	.385147	253.10-	.00	301.70	.00	48.60	.00	.00	.00	48.60
	I & S	.102167	67.14-	.00	80.04	.00	12.90	.00	.00	.00	12.90
	TOTAL	.487314	320.24-	.00	381.74	.00	61.50	.00	.00	.00	61.50
2020	M & O	.392153	63.16	.00	31.58	.00	94.74	23.54	.00	.00	118.28
	I & S	.095161	15.33	.00	7.66	.00	22.99	.00	.00	.00	22.99
	TOTAL	.487314	78.49	.00	39.24	.00	117.73	23.54	.00	.00	141.27
ALL	M & O		92,507.13	.00	9,197.20	.00	101,704.33	711.32	.00	.00	102,415.65
ALL	I & S		30,235.44	.00	2,860.54	.00	33,095.98	.00	.00	.00	33,095.98
ALL	TOTAL		122,742.57	.00	12,057.74	.00	134,800.31	711.32	.00	.00	135,511.63
DLQ	M & O		10,269.77-	.00	1,252.76	.00	9,017.01-	711.32	.00	.00	8,305.69-
DLQ	I & S		2,613.62-	.00	321.38	.00	2,292.24-	.00	.00	.00	2,292.24-
DLQ	TOTAL		12,883.39-	.00	1,574.14	.00	11,309.25-	711.32	.00	.00	10,597.93-
CURR	M & O		102,776.90	.00	7,944.44	.00	110,721.34	.00	.00	.00	110,721.34
CURR	I & S		32,849.06	.00	2,539.16	.00	35,388.22	.00	.00	.00	35,388.22
CURR	TOTAL		135,625.96	.00	10,483.60	.00	146,109.56	.00	.00	.00	146,109.56

REVERSALS DETAIL SCHEDULE
FROM: 04/01/2024 THRU 04/30/2024
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
2021	RF240417	1022360000013	202112	0.00	0.00	0.00	0.00	HK32	356.93-	356.93-	RF
2021	RF240417	1022360000013	202112	356.93-	0.00	0.00	0.00	HK32	356.93	0.00	RF
2021	RF240417	1043980010030	202112	115.66-	0.00	0.00	0.00	HK32	115.66	0.00	RF
2021	RF240417	1043980010030	202112	0.00	0.00	0.00	0.00	HK32	115.66-	115.66-	RF
2021	RF240417	1215220030009	202112	444.60-	0.00	0.00	0.00	HK32	444.60	0.00	RF
2021	RF240417	1215220030009	202112	0.00	0.00	0.00	0.00	HK32	444.60-	444.60-	RF
2021	RF240417	1224680020010	202110	121.83-	0.00	0.00	0.00	HK32	121.83	0.00	RF
2021	RF240417	1224680020010	202110	0.00	0.00	0.00	0.00	HK32	121.83-	121.83-	RF
2021	RF240417	1254280090005	202111	0.00	0.00	0.00	0.00	HK32	507.15-	507.15-	RF
2021	RF240417	1254280090005	202111	507.15-	0.00	0.00	0.00	HK32	507.15	0.00	RF
2021	RF240417	H2341348	202112	286.51-	0.00	0.00	0.00	HK32	286.51	0.00	RF
2021	RF240417	H2341348	202112	0.00	0.00	0.00	0.00	HK32	286.51-	286.51-	RF
		2021 TOTAL		1,832.68-	0.00	0.00	0.00		0.00	1,832.68-	
2022	RF240417	1004130000012	202301	326.94-	0.00	0.00	0.00	HK20	326.94	0.00	RF
2022	RF240417	1004130000012	202301	0.00	0.00	0.00	0.00	HK20	326.94-	326.94-	RF
2022	RF240417	1022360000013	202301	581.51-	0.00	0.00	0.00	HK20	581.51	0.00	RF
2022	RF240417	1022360000013	202301	0.00	0.00	0.00	0.00	HK20	581.51-	581.51-	RF
2022	RF240417	1035000000029	202301	121.83-	0.00	0.00	0.00	HK20	121.83	0.00	RF
2022	RF240417	1035000000029	202301	0.00	0.00	0.00	0.00	HK20	121.83-	121.83-	RF
2022	RF240417	1035010000040	202301	202.57-	0.00	0.00	0.00	HK20	202.57	0.00	RF
2022	RF240417	1035010000040	202301	0.00	0.00	0.00	0.00	HK20	202.57-	202.57-	RF
2022	RF240417	1043400000009	202212	0.00	0.00	0.00	0.00	HK20	256.67-	256.67-	RF
2022	RF240417	1043400000009	202212	256.67-	0.00	0.00	0.00	HK20	256.67	0.00	RF
2022	RF240417	1043980010030	202303	163.45-	0.00	0.00	0.00	HK20	163.45	0.00	RF
2022	RF240417	1043980010030	202303	0.00	0.00	0.00	0.00	HK20	163.45-	163.45-	RF
2022	RF240417	1198830010006	202301	556.20-	0.00	0.00	0.00	HK20	556.20	0.00	RF
2022	RF240417	1198830010006	202301	0.00	0.00	0.00	0.00	HK20	556.20-	556.20-	RF
2022	RF240417	1215220030009	202301	721.60-	0.00	0.00	0.00	HK20	721.60	0.00	RF
2022	RF240417	1215220030009	202301	0.00	0.00	0.00	0.00	HK20	721.60-	721.60-	RF
2022	RF240417	1224680020010	202211	278.27-	0.00	0.00	0.00	HK20	278.27	0.00	RF
2022	RF240417	1224680020010	202211	0.00	0.00	0.00	0.00	HK20	278.27-	278.27-	RF
2022	RF240417	1224680040011	202212	0.00	0.00	0.00	0.00	HK20	236.35-	236.35-	RF
2022	RF240417	1224680040011	202212	236.35-	0.00	0.00	0.00	HK20	236.35	0.00	RF
2022	RF240424	412958	202306	0.00	0.00	0.00	0.00	CERT	7,180.43-	7,180.43-	RF
2022	RF240424	412958	202306	7,180.43-	0.00	0.00	0.00	CERT	7,180.43	0.00	RF
2022	RF240424	434314	202301	7,474.38-	0.00	0.00	0.00	CERT	7,474.38	0.00	RF
2022	RF240424	434314	202301	0.00	0.00	0.00	0.00	CERT	7,474.38-	7,474.38-	RF
2022	RF240417	H0959495	202301	0.00	0.00	0.00	0.00	HK20	36.99-	36.99-	RF
2022	RF240417	H0959495	202301	36.99-	0.00	0.00	0.00	HK20	36.99	0.00	RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
		2022 TOTAL		18,137.19-	0.00	0.00	0.00	0.00	18,137.19-
2023	RF240417	1000420000007	202312	883.13-	0.00	0.00	0.00 HK08	883.13	0.00 RF
2023	RF240417	1000420000007	202312	0.00	0.00	0.00	0.00 HK08	883.13-	883.13-RF
2023	RF240417	1000440000021	202401	125.18-	0.00	0.00	0.00 HK08	125.18	0.00 RF
2023	RF240417	1000440000021	202401	0.00	0.00	0.00	0.00 HK08	125.18-	125.18-RF
2023	RF240417	1004130000012	202401	0.00	0.00	0.00	0.00 HK08	537.90-	537.90-RF
2023	RF240417	1004130000012	202401	537.90-	0.00	0.00	0.00 HK08	537.90	0.00 RF
2023	RF240417	1022320000032	202401	190.45-	0.00	0.00	0.00 HK08	190.45	0.00 RF
2023	RF240417	1022320000032	202401	0.00	0.00	0.00	0.00 HK08	190.45-	190.45-RF
2023	RF240417	1022370000008	202401	62.59-	0.00	0.00	0.00 HK08	62.59	0.00 RF
2023	RF240417	1022370000008	202401	0.00	0.00	0.00	0.00 HK08	62.59-	62.59-RF
2023	RF240417	1035010000040	202401	227.63-	0.00	0.00	0.00 HK08	227.63	0.00 RF
2023	RF240417	1035010000040	202401	0.00	0.00	0.00	0.00 HK08	227.63-	227.63-RF
2023	RF240417	1043380000026	202401	125.18-	0.00	0.00	0.00 HK08	125.18	0.00 RF
2023	RF240417	1043380000026	202401	0.00	0.00	0.00	0.00 HK08	125.18-	125.18-RF
2023	RF240417	1043400000009	202401	0.00	0.00	0.00	0.00 HK08	310.29-	310.29-RF
2023	RF240417	1043400000009	202401	310.29-	0.00	0.00	0.00 HK08	310.29	0.00 RF
2023	RF240417	1043980000001	202401	0.00	0.00	0.00	0.00 HK08	295.38-	295.38-RF
2023	RF240417	1043980000001	202401	295.38-	0.00	0.00	0.00 HK08	295.38	0.00 RF
2023	RF240417	1043980010030	202401	0.00	0.00	0.00	0.00 HK08	204.80-	204.80-RF
2023	RF240417	1043980010030	202401	204.80-	0.00	0.00	0.00 HK08	204.80	0.00 RF
2023	RF240417	1050080000037	202401	222.06-	0.00	0.00	0.00 HK08	222.06	0.00 RF
2023	RF240417	1050080000037	202401	0.00	0.00	0.00	0.00 HK08	222.06-	222.06-RF
2023	RF240417	1063170000025	202401	245.53-	0.00	0.00	0.00 HK08	245.53	0.00 RF
2023	RF240417	1063170000025	202401	0.00	0.00	0.00	0.00 HK08	245.53-	245.53-RF
2023	RF240417	1203080010001	202401	10,019.32-	0.00	0.00	0.00 HK08	10,019.32	0.00 RF
2023	RF240417	1203080010001	202401	0.00	0.00	0.00	0.00 HK08	10,019.32-	10,019.32-RF
2023	RF240417	1206360010001	202401	246.22-	0.00	0.00	0.00 HK08	246.22	0.00 RF
2023	RF240417	1206360010001	202401	0.00	0.00	0.00	0.00 HK08	246.22-	246.22-RF
2023	RF240417	1215220030009	202401	886.62-	0.00	0.00	0.00 HK08	886.62	0.00 RF
2023	RF240417	1215220030009	202401	0.00	0.00	0.00	0.00 HK08	886.62-	886.62-RF
2023	RF240417	1224680020010	202312	502.48-	0.00	0.00	0.00 HK08	502.48	0.00 RF
2023	RF240417	1224680020010	202312	0.00	0.00	0.00	0.00 HK08	502.48-	502.48-RF
2023	RF240417	1224680040011	202401	329.73-	0.00	0.00	0.00 HK08	329.73	0.00 RF
2023	RF240417	1224680040011	202401	0.00	0.00	0.00	0.00 HK08	329.73-	329.73-RF
2023	RF240417	1254280030005	202401	0.00	0.00	0.00	0.00 HK08	178.66-	178.66-RF
2023	RF240417	1254280030005	202401	178.66-	0.00	0.00	0.00 HK08	178.66	0.00 RF
2023	RF240417	1254280030020	202312	125.18-	0.00	0.00	0.00 HK08	125.18	0.00 RF
2023	RF240417	1254280030020	202312	0.00	0.00	0.00	0.00 HK08	125.18-	125.18-RF
2023	951041524T	1294700060033	202311	1,338.65-	0.00	0.00	0.00 HK08	0.00	1,338.65-TR
2023	RF240417	1294700060033	202311	409.92	0.00	0.00	0.00 HK08	0.00	409.92 RF
2023	RF240417	1359270010001	202311	0.00	0.00	0.00	0.00 HK08	1,016.48-	1,016.48-RF

REVERSALS DETAIL SCHEDULE
FROM: 04/01/2024 THRU 04/30/2024
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	RF240417	1359270010001	202311	1,016.48-	0.00	0.00	0.00	HK08	1,016.48	0.00	RF
2023	864042924CHC	169019	202404	904.99-	0.00	0.00	0.00	CERT	0.00	904.99-	TR
2023	RF240429	201425	202401	0.00	0.00	0.00	0.00	CERT	2,801.53-	2,801.53-	RF
2023	RF240429	201425	202401	2,801.53-	0.00	0.00	0.00	CERT	2,801.53	0.00	RF
2023	951041624T	202232	202401	700.94-	0.00	0.00	0.00	CERT	0.00	700.94-	TR
2023	951041524T	202266	202311	700.84-	0.00	0.00	0.00	CERT	0.00	700.84-	TR
2023	864042524CHC	202756	202404	400.01-	0.00	0.00	0.00	CERT	0.00	400.01-	TR
2023	864042524CHC	202756	202404	400.00-	0.00	0.00	0.00	CERT	0.00	400.00-	TR
2023	864042524CHC	202756	202404	72.20-	0.00	5.05-	0.00	CERT	0.00	77.25-	TR
2023	845119040224	351199	202404	214.26-	0.00	15.00-	0.00	CERT	0.00	229.26-	TR
2023	RF240422	387703	202401	0.00	0.00	0.00	0.00	CERT	2,513.66-	2,513.66-	RF
2023	RF240422	387703	202401	2,513.66-	0.00	0.00	0.00	CERT	2,513.66	0.00	RF
2023	RF240429	413984	202401	0.00	0.00	0.00	0.00	CERT	3,732.78-	3,732.78-	RF
2023	RF240429	413984	202401	3,732.78-	0.00	0.00	0.00	CERT	3,732.78	0.00	RF
2023	RF240401	515491	202401	0.00	0.00	0.00	0.00	CERT	9,293.52-	9,293.52-	RF
2023	RF240401	515491	202401	9,293.52-	0.00	0.00	0.00	CERT	9,293.52	0.00	RF
2023	RF240417	H0592126	202312	0.00	0.00	0.00	0.00	HK08	1,662.67-	1,662.67-	RF
2023	RF240417	H0592126	202312	1,662.67-	0.00	0.00	0.00	HK08	1,662.67	0.00	RF
		2023 TOTAL		41,060.94-	0.00	20.05-	0.00		0.00	41,080.99-	
		YEAR 2021									
		REFUNDS		1,832.68-	0.00	0.00	0.00		0.00	1,832.68-	
		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		1,832.68-	0.00	0.00	0.00		0.00	1,832.68-	
		YEAR 2022									
		REFUNDS		18,137.19-	0.00	0.00	0.00		0.00	18,137.19-	
		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		18,137.19-	0.00	0.00	0.00		0.00	18,137.19-	
		YEAR 2023									
		REFUNDS		36,329.05-	0.00	0.00	0.00		0.00	36,329.05-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		4,731.89-	0.00	20.05-	0.00		0.00	4,751.94-	
		TOTAL		41,060.94-	0.00	20.05-	0.00		0.00	41,080.99-	
		ALL YEARS									
		REFUNDS		56,298.92-	0.00	0.00	0.00		0.00	56,298.92-	
		RETURNED ITEMS		0.00	0.00	0.00	0.00		0.00	0.00	
		TRANSFERS/REVERSALS		4,731.89-	0.00	20.05-	0.00		0.00	4,751.94-	
		TOTAL		61,030.81-	0.00	20.05-	0.00		0.00	61,050.86-	

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 04/01/2024 THRU 04/30/2024
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2020 TOTAL		78.49	0.00	39.24	23.54	0.00	141.27
	2021 TOTAL		1,512.44	0.00	381.74	0.00	0.00	1,894.18
	2022 TOTAL		5,495.55	0.00	1,153.16	687.78	0.00	7,336.49
	2023 TOTAL		176,686.90	0.00	10,503.65	0.00	0.00	187,190.55
	TOTAL PAYMENTS		183,773.38	0.00	12,077.79	711.32	0.00	196,562.49
	2021 TOTAL		1,832.68-	0.00	0.00	0.00	0.00	1,832.68-
	2022 TOTAL		18,137.19-	0.00	0.00	0.00	0.00	18,137.19-
	2023 TOTAL		41,060.94-	0.00	20.05-	0.00	0.00	41,080.99-
	TOTAL REVERSALS		61,030.81-	0.00	20.05-	0.00	0.00	61,050.86-
	TOTAL FOR UNIT		122,742.57	0.00	12,057.74	711.32	0.00	135,511.63

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2023 TO 04/30/2024

INCLUDES AG ROLLBACK

FISCAL START: 08/01/2023 END: 07/31/2024 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,274,185,590	198,909,689	5,473,095,279	0 00.500728	25,766,549.80	17,253

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	24,803,290.69	963,259.11	963,259.11	24,945,952.28	24,945,952.28	820,597.52	96.82	0.00
2022	224,620.94	79,702.95-	79,702.95-	85,665.24	85,665.24	59,252.75	59.11	0.00
2021	46,007.11	10,422.71-	10,422.71-	3,078.62	3,078.62	32,505.78	8.65	0.00
2020	28,524.90	581.07	581.07	7,441.14	7,441.14	21,664.83	25.57	0.00
2019	20,010.02	365.81-	365.81-	3,590.93	3,590.93	16,053.28	18.28	0.00
2018	14,875.89	233.69	233.69	2,142.62	2,142.62	12,966.96	14.18	0.00
2017	13,642.64	.00	0.00	1,884.60	1,884.60	11,758.04	13.81	0.00
2016	12,117.53	.00	0.00	1,916.14	1,916.14	10,201.39	15.81	0.00
2015	11,826.76	.00	0.00	1,902.34	1,902.34	9,924.42	16.09	0.00
2014	12,474.54	.00	0.00	1,414.85	1,414.85	11,059.69	11.34	0.00
2013	9,677.98	.00	0.00	1,004.33	1,004.33	8,673.65	10.38	0.00
2012	6,814.94	.00	0.00	998.13	998.13	5,816.81	14.65	0.00
2011	6,841.46	.00	0.00	966.23	966.23	5,875.23	14.12	0.00
2010	3,613.44	.00	0.00	11.69	11.69	3,601.75	.32	0.00
2009	5,164.80	.00	0.00	7.52	7.52	5,157.28	.15	0.00
2008	4,281.97	.00	0.00	0.64	0.64	4,281.33	.01	0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	562.90	.00	0.00	0.00	0.00	562.90		0.00
****	25,230,565.72	873,582.40	873,582.40	25,057,977.30	25,057,977.30	1,046,170.82		0.00
CURR	24,803,290.69	963,259.11	963,259.11	24,945,952.28	24,945,952.28	820,597.52		0.00
DELQ	427,275.03	89,676.71-	89,676.71-	112,025.02	112,025.02	225,573.30		0.00

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2024
LAND VALUE	7,378,007,830	7,378,007,830	60,626,366	3,837,999-	56,788,367	7,434,796,197
AG EXCLUSION	32,425,077	32,425,077	5,168,547	11,968	5,180,515	37,605,592
IMPROVEMENTS	942,980,218	942,980,218	272,078,002	38,822,074-	233,255,928	1,176,236,146
APPRAISED VALUE	7,378,007,830	7,378,007,830	332,704,368	42,660,073-	290,044,295	7,668,052,125
EXEMPTIONS	2,071,397,163	2,071,397,163	74,133,156	16,989,482	91,134,606	2,162,531,769
TAXABLE VALUE	5,274,185,590	5,274,185,590	258,571,212	59,661,523-	198,909,689	5,473,095,279
LEVY	24,803,290.69	24,803,290.69	1,699,019.53	735,760.42-	963,259.11	25,766,549.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	541	184	732	11,159
OVER 65	3,603	3,603	90	84	179	3,782
DISABLED	178	178	6	9	16	194
VETERAN	259	259	13	2	14	273
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2024
LAND VALUE	6,593,325,295	6,593,325,295	0	389,018-	389,018-	6,592,936,277
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	543,880	8,457,286-	7,913,406-	865,861,691
APPRAISED VALUE	6,593,325,295	6,593,325,295	543,880	8,846,304-	8,302,424-	6,585,022,871
EXEMPTIONS	1,782,152,718	1,782,152,718	0	9,077,688	9,077,688	1,791,230,406
TAXABLE VALUE	4,778,686,394	4,778,686,394	543,880	17,923,992-	17,380,112-	4,761,306,282
LEVY	224,620.94	224,620.94	2,660.60	82,363.55-	79,702.95-	144,917.99
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	78	78	10,673
OVER 65	3,475	3,475	0	26	26	3,501
DISABLED	180	180	0	7	7	187
VETERAN	253	253	0	4	4	257
TOTAL EXEMPT	84	84	0	0	0	84

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2024
LAND VALUE	5,827,810,207	5,827,810,207	0	604,274-	604,274-	5,827,205,933
AG EXCLUSION	33,691,313	33,691,313	0	380,567-	380,567-	33,310,746
IMPROVEMENTS	775,157,465	775,157,465	610,453	418,638-	191,815	775,349,280
APPRAISED VALUE	5,827,810,207	5,827,810,207	610,453	1,022,912-	412,459-	5,827,397,748
EXEMPTIONS	1,579,451,702	1,579,451,702	0	3,225,795	2,845,228	1,582,296,930
TAXABLE VALUE	4,214,667,192	4,214,667,192	610,453	3,868,140-	3,257,687-	4,211,409,505
LEVY	46,007.11	46,007.11	2,974.83	13,397.54-	10,422.71-	35,584.40
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	24	24	10,322
OVER 65	3,255	3,255	0	10	10	3,265
DISABLED	181	181	0	6	6	187
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2024
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	19,050-	19,050-	706,394,290
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	19,060-	19,060-	5,043,255,192
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	92,056	92,056	3,797,889,025
LEVY	28,524.90	28,524.90	.00	581.07	581.07	29,105.97
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

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2024
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	48,320-	48,320-	645,883,552
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	48,330-	48,330-	4,537,389,492
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	65,320-	65,320-	3,494,249,690
LEVY	20,010.02	20,010.02	.00	365.81-	365.81-	19,644.21
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	0	0	10,000
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS INCLUDES AG ROLLBACK
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2024
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	0	0	617,900,409
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
EXEMPTIONS	891,117,422	891,117,422	0	41,690-	41,690-	891,075,732
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	41,690	41,690	3,292,455,876
LEVY	14,875.89	14,875.89	.00	233.69	233.69	15,109.58
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	1-	1-	10,000
OVER 65	2,897	2,897	0	1-	1-	2,896
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
4543963

For Remitted Deposit Dates 04/01/2024 thru 04/30/2024 as of 05/03/2024

Report run on: May 3, 2024 9:47 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 87093	Print Date:05/02/2024						
	Current	17,480.77	5,587.09	0.00	0.00	0.00	23,067.86
	Delq	275.37	69.98	0.00	0.00	0.00	345.35
Last Deposit Date	04/02/2024	$17,756.14	$5,657.07	$0.00	$0.00	$0.00	$23,413.21
ACH 87139	Print Date:05/02/2024						
	Current	34,228.64	10,940.00	0.00	0.00	0.00	45,168.64
	Delq	1,521.47	385.60	0.00	0.00	0.00	1,907.07
Last Deposit Date	04/03/2024	$35,750.11	$11,325.60	$0.00	$0.00	$0.00	$47,075.71
ACH 87183	Print Date:05/02/2024						
	Current	9,087.92	2,904.68	0.00	0.00	0.00	11,992.60
Last Deposit Date	04/05/2024	$9,087.92	$2,904.68	$0.00	$0.00	$0.00	$11,992.60
ACH 87224	Print Date:05/02/2024						
	Current	1,214.20	388.07	0.00	0.00	0.00	1,602.27
Last Deposit Date	04/08/2024	$1,214.20	$388.07	$0.00	$0.00	$0.00	$1,602.27
ACH 87263	Print Date:05/02/2024						
	Current	11,327.61	3,620.44	0.00	0.00	0.00	14,948.05
	Delq	0.49	0.13	0.00	0.00	0.00	0.62
Last Deposit Date	04/09/2024	$11,328.10	$3,620.57	$0.00	$0.00	$0.00	$14,948.67
ACH 87302	Print Date:05/02/2024						
	Current	5,483.78	1,752.68	0.00	0.00	0.00	7,236.46
Last Deposit Date	04/10/2024	$5,483.78	$1,752.68	$0.00	$0.00	$0.00	$7,236.46
ACH 87343	Print Date:05/02/2024						
	Current	9,878.48	3,157.32	0.00	0.00	0.00	13,035.80
	Delq	66.45	16.89	0.00	0.00	0.00	83.34
Last Deposit Date	04/11/2024	$9,944.93	$3,174.21	$0.00	$0.00	$0.00	$13,119.14
ACH 87377	Print Date:05/02/2024						
	Current	2,584.80	826.12	0.00	0.00	0.00	3,410.92
	Delq	37.07	9.43	0.00	0.00	0.00	46.50
Last Deposit Date	04/12/2024	$2,621.87	$835.55	$0.00	$0.00	$0.00	$3,457.42
ACH 87414	Print Date:05/02/2024						
	Current	2,555.35	816.70	0.00	0.00	0.00	3,372.05
Last Deposit Date	04/15/2024	$2,555.35	$816.70	$0.00	$0.00	$0.00	$3,372.05
ACH 87449	Print Date:05/02/2024						
	Current	8,110.10	2,592.12	0.00	0.00	0.00	10,702.22
	Delq	6.18	1.59	0.00	0.00	0.00	7.77
Last Deposit Date	04/16/2024	$8,116.28	$2,593.71	$0.00	$0.00	$0.00	$10,709.99
	Total:	**$103,858.68**	**$33,068.84**	**$0.00**	**$0.00**	**$0.00**	**$136,927.52**

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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on May 6, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allos the City Council to review and approve the minutes of the City Council Regular Meeting held on May 6, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. May 6, 2024, City Council Regular Meeting Minutes (DRAFT)

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
MAY 6, 2024

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, MAY 6, 2024, AT 5:30 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Steve Rockey	Mayor Pro Tem
Trish Hanks	Councilmember
Sally Branson	Councilmember
Joe Matranga	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by Minister Mike Ross of the Friendswood Church of Christ.

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 kicked off the Council Comments and Reports item by thanking Councilmember Branson and Councilmember Griffon for doing a great job at the National Day of Prayer. He also extended his condolences to Councilmember Erenwert's family as his uncle passed away.

Councilmember Branson wished to brag on their Community Economic Development Committee (CEDC) for making the paper for “Small Business Week” as well as the City Staff who assisted them. She then relayed it has been a pleasure to serve with Mayor Pro Tem Rockey and thanked him for his twelve (12) years of service.

Councilmember Hanks similarly expressed her appreciation to Mayor Pro Tem Rockey. She made note of the Keep Friendswood Beautiful (KFB) Committee’s passed Spring Sparkle Event as well as the Library Committee’s upcoming Gala.

Councilmember Griffon recognized the upcoming Senior Activity Center's Cinco de Mayo celebration and congratulated the winners of the Galveston County Consolidated Drainage District Election. Councilmember Matranga also thanked Mayor Pro Tem Rockey for his service and all those involved in the Friendswood Heritage Gardeners' Spring Garden Tour and Market.

Councilmember Erenwert thanked and shared some kind words about Mayor Pro Tem Rockey.

Mayor Foreman noted that Mayor Pro Tem Rockey encouraged him to run for Council and thanked him for putting him on this path. The Mayor then announced that the City of Friendswood is the first Sun Safe Model City in the State of Texas. He thanked their partnership with Castle Biosciences and IMPACT Melanoma for the sunscreen dispensers all around Friendswood parks. Lastly, Mayor Foreman recognized City Secretary Leticia Brysch's son, Julian Brysch, who received an appointment to the U.S. Naval Academy.

5. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to speak for a public comment.

Mr. David Allen requested to speak before the Council regarding the United States' federal affairs.

Minister Mike Ross requested to speak before the Council to express his gratitude for their service to the community. He additionally gave an update on his Waste [Connections] Management complaint a year ago. He noted that utilizing green backs has made a big difference with keeping trash off of their street.

Mr. David Johnson requested to speak before the Council regarding the Galveston County Consolidated Drainage District Election and congratulated all the winners.

Ms. Katherine Hale requested to speak before the Council regarding her opposition to Friendswood Parkway. She asked for the removal of its access to Castlewood Drive, or an emergency gate to be put in place instead. With that, she believed it would increase the value of the Tannos property and would keep the established value of Wilderness Trial.

Mr. Randy Hale requested to speak before the Council regarding his opposition to Friendswood Parkway and its access to Castlewood Drive due to traffic. If they needed access, however, he relayed emergency gates would be wonderful.

Ms. Deborah Chaney requested to speak before the Council regarding her opposition to Friendswood Parkway and its access to Castlewood Drive due to traffic and children safety concerns.

Ms. Melody Gerland requested to speak before the Council regarding her opposition to Friendswood Parkway and its access to Castlewood Drive due to negative effects on safety, property values, and traffic.

Mr. Jeff Wilson requested to speak before the Council regarding his opposition to Friendswood Parkway and its access to Castlewood Drive as he believed it would be dangerous. He suggested the alternative of the parkway having access to Falling Leaf Drive or to have an emergency gate at Castlewood Drive.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Animal Shelter Advisory Committee Annual Report.

As the report was attached to their agenda packet, Mayor Foreman considered the item received and thanked the member of the Animal Shelter Advisory Committee (ASAC) for their service.

7. CONDUCT A PUBLIC HEARING REGARDING A ZONE CLASSIFICATION CHANGE LOCATED IN THE 1900 BLOCK OF W. PARKWOOD AVENUE

A. Conduct a public hearing regarding a request for a zone classification change located in the 1900 block of W. Parkwood Ave., being a 5.6761-acre tract of land, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, to change from Single Family Residential (SFR) to Neighborhood Commercial (NC).

At 6:13 P.M., Mayor Foreman opened the hearing and requested Staff to give an overview of the item.

Community Development Department (CDD) Director Aubrey Harbin summarized the subject matter of the hearing for Council. She described the property as a triangular piece that fronts West Parkwood Avenue, close to Windsong Lane. The Future Land Use Map identifies the property as to be developed for retail or commercial use. The presented request is to change the zoning from Single Family Residential (SFR) to Neighborhood Commercial (NC). The Planning and Zoning Commission held their meeting on April 11th. Following their public hearing, the Commission voted on a motion of seven (7) to zero (0) to approve the requested zone change. Ms. Harbin noted there were a few residents that expressed concerns about traffic on Windsong, but there was clarification that this property would gain access from FM 528.

At 6:14 P.M., with there being no one signed up to speak, Mayor Foreman closed the public hearing.

B. Consider an ordinance regarding a proposed zone change located in the 1900 block of W. Parkwood Ave., being a 5.6761-acre tract of land, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, to change from Single Family Residential (SFR) to Neighborhood Commercial (NC).

A motion was made by Councilmember Brent Erenwert and seconded by Councilmember Trish Hanks to approve Ordinance No. 2024-12, related to Item 7.B., as submitted. However, there was discussion prior to the vote.

Mayor Pro Tem Rockey believed changing the zoning to commercial was unfair to homeowners, so he would vote against it. Councilmember Matranga made note of the easement that abuts the homes on Windsong. Community Development Department (CDD) Director Aubrey Harbin confirmed the pipeline easement was pretty significant; however, for this commercial site plan, zoning regulations would be required, which included an eight (8) foot fence, trees, and a landscape buffer. Councilmember Matranga noted that was quite a bit of distance and as there would be no entrance back to Windsong and after listening to the Planning and Zoning Commission's debate, he would vote in favor.

Councilmember Griffon inquired if this fit into the Future Land Use Map. Ms. Harbin confirmed that it did. He additionally asked a couple more questions regarding the property owner's intentions. Ultimately, Councilmember Griffon shared he would support the item. Mayor Foreman similarly voiced his support as FM 528 needed to develop commercially. Councilmember Hanks also voiced her support for the item.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: Mayor Pro Tem Steve Rockey

The item passed.

ORDINANCE NO. 2024-12

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 IN THE 1900 BLOCK OF W. PARKWOOD AVENUE, BEING 5.6761 ACRES, MORE OR LESS, OUT OF LOT 14 OF BURGESS SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 119, PAGE 14 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL (SFR) TO NEIGHBORHOOD COMMERCIAL (NC); 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.

8. PUBLIC HEARING

A. Conduct a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

At 6:22 P.M., Mayor Foreman opened the hearing and requested staff to give an overview of the item.

City Manager Morad Kabiri summarized the subject matter of the public hearing for Council. He noted this was the first of two (2) public hearings for the Tax Increment Reinvestment Zone (TIRZ) Number Two (2). The second public hearing would be held on June 3, 2024. Mr. Kabiri relayed that the current public hearing is for the creation of TIRZ Number Two (2) which is a financing mechanism that will pay for the extension of Friendswood Parkway, and utilities (water and sewer) to a region of the city that currently lacks any significant infrastructure.

Mr. Kabiri noted that the proposed TIRZ included a number of parcels within the three hundred and twenty-six (326) acres and that many of the property owners are actively working with the City on their respective future developments, both single family residential and commercial. Mr. Kabiri also noted that there were some property owners in the proposed TIRZ that did not want to be included, and while they will be included in the TIRZ, they are not impacted in anyway by this inclusion, unless they decide to move forward with the development of their property. The inclusion in the TIRZ does not add an additional burden, nor does it require an additional tax. All that the TIRZ allows is that it will set the value of those properties now, so that any increment in their value will go to support the infrastructure that is needed for the area that will serve these properties.

Mayor Foreman announced the following citizens had signed up to speak on the Public Hearing item.

Mr. David Johnson, while he was pro-business, expressed his opposition to this as it appeared to be a bad deal. He requested that Council listen to homeowners and business-owners and vote against this item.

Mr. James McKnight spoke to Council on his opposition to this as there would be traffic and safety issues on Castlewood Drive.

Mr. Darryl Wischnewsky, while he understood the need for the road, questioned why the whole property needed to be developed and included in this taxation. He additionally expressed concern over his Capital Commitment Agreement that was being negotiated with one of the developers that stated that he would have to sign his property over to the developer in question.

Mr. Kabiri took a moment to address Mr. Wischnewsky's concerns and noted that his property was included in the proposed TIRZ because it would directly benefit from the infrastructure. Mr. Kabiri reiterated there would be no additional tax burden placed on his property, nor would it add a layer of taxes. Additionally, he noted that the tax rate is going to remain the same and will be taxed the exact same.

Mr. Chris Johnson spoke to Council recalling the Bond Election in November 2019 where the citizens of Friendswood declined to spend public money on the expansion of Friendswood Parkway. When he was buying property on Wilderness Trail, he had found the City's 2018 Master Thoroughfare Plan. Mr. Johnson relayed that plan showed the road taking a hard left before it ever got to Wilderness Trail. Now, the road would take a hard left turn at Wilderness Trail and a hard right turn at his property. Mr. Johnson expressed his opposition to this and requested that Council choose to make a better plan.

Ms. Jennifer Garey spoke to Council to express her opposition to the parkway as she had concerns for the safety of her children and property value depreciation. She requested that Council not pass the TIRZ or the parkway and to find another way.

Mr. Robert Talton shared with Council his efforts to find a safe and quiet place to build an Americans with Disabilities Act (ADA) accessible home for his son. He found that property in Wilderness Trails. At that time, he did not know about the parkway. City Staff had told him it would probably take the path of least resistance across Wilderness Trails and not down it. He was also told not to concern himself about it because the City did not have funding for it anyways. Then, a couple years passed and Proposition D came up. It was voted down and he thought they were done with it, but here they are again. While he was not anti-parkway, Mr. Talton stated he was anti the parkway being in front of his house.

Mrs. Blaire Johnson, wife of Mr. Chris Johnson, spoke to Council reiterating the sentiment of her neighbors. She noted that she had submitted a Public Information Request (PIR) on the TIRZ and had not received any information back. She did not understand why the residential area would change to support a TIRZ that was needed for the parkway. Mrs. Johnson requested Council to deny the request.

Mr. Randy Hale spoke to present his questions to Council. For the TIRZ, he commented that he did not see any blight in the area. He wondered how much the public improvement district (PID) bond would be for this. On TIRZ Number One (1), he noted there were PID bonds and assessments. Thus, he did not know what the PID assessments would be against the property owners and how the PID-TIRZ interaction would work. With that, he requested they not pass the TIRZ.

Ms. Margaret Pickell spoke to Council regarding the effects the parkway would have on the trees and their nesting birds. She also voiced her concerns about detention and hoped that would not be directed at Chigger Creek. Ms. Pickell asked additional questions regarding the effects of the new parkway on her address, trash pickup, and other utilities.

At 7:06 P.M., with there being no one else desiring to speak, Mayor Foreman closed the public hearing.

9. CITY MANAGER'S REPORT

A. Recognize Engineering Director, Jil Arias, for representing the City at the 2024 Texas Water Conference with a presentation on "Friendswood Resilience: An operations Driven Master Planning."

City Manager Morad Kabiri opened his report recognizing Engineering Director Jil Arias for representing the City of Friendswood at the 2024 Texas Water Conference and presenting their water program.

B. Recognize Parks employee, Matthew Diaz for his artistic talent and his art show at the Friendswood Library.

City Manager Morad Kabiri recognized Parks Maintenance Worker Matthew Diaz for his art exhibit at the Friendswood Library and displayed images of the art for Council.

C. Present an update regarding Friendswood Emergency Medical Services Chief, Lisa Camp, for being recognized by the American Ambulance Administration (AAA) with the Vanguard Award alongside several women for their years of dedication and achievement in the Emergency Medical field.

City Manager Morad Kabiri recognized Emergency Medical Services (EMS) Chief Lisa Camp for receiving the American Ambulance Administration (AAA) Vanguard Award in the field of EMS.

D. Present an update regarding Building Safety Month in May.

City Manager Morad Kabiri noted that May is Building Safety Month. The Community Development Department (CDD) staff are working on a number of initiatives to get the word out as to what building safety is. He thanked them for their service as well as the staff in the Fire Marshal's Office.

E. Present an update regarding the City's Memorial Day Ceremony.

City Manager Morad Kabiri announced that the City's Memorial Day Ceremony will be held on May 27th at 9:30 P.M. at the Veterans Memorial next to City Hall with speaker and marine, Mr. John Sasson.

F. Present an update regarding the National Public Works Week, May 19-25, 2024.

City Manager Morad Kabiri announced that National Public Works Week was coming up on May 19-25, 2024. He also took a moment to recognize their Public Works Department for everything that they do.

G. Present an update regarding Spring Sparkle Event hosted by the Parks and Recreation Department and Keep Friendswood Beautiful.

City Manager Morad Kabiri presented the following figures from the City's Annual Spring Sparkle Event:

- Waste Connections: 73.46 tons
- Star Services: 3.3 lbs. of refrigerant
- Shred-it: 6,875 lbs. (equal to 58K trees)
- Total Car Count: 642
- Garage Sale benefiting Keep Friendswood Beautiful (KFB): $1,399.85

H. Present an update regarding the City of Friendswood May 4, 2024, Special Election.

City Manager Morad Kabiri presented the following unofficial results of the May 4th Special Election:

City of Friendswood, Proposition A, for the reauthorization of the Street Maintenance Local Sales and Use Tax for another four years.	
FOR	1,361 (76.4%)
AGAINST	420 (23.58%)
VOTES CAST	1,781

Lastly, Mr. Kabiri then took a moment to recognize Patrol Officer Jason Ives who was selected as Officer of the Year by the 50 Club of Galveston County. He also made note of the Police Department's Breakfast with the Chief and Coffee with a Cop events. Mayor Foreman then invited Former Friendswood Mayor Dave Smith to present a check to the Friendswood Police Department. Mr. Smith gave a few words on behalf of the Friendswood Rotary Club Foundation and thanked those involved in the fundraising efforts.

At 7:14 P.M., Mayor Foremen recessed the meeting and later reconvened at 7:28 P.M.

10. BUSINESS ITEMS

A. Consider approving a contract for the Stevenson Park Pavilion Restroom Remodel Project with Construction Masters of Houston through the Choice Partners Cooperative.

A motion was made by Mayor Pro Tem Steve Rockey and seconded by Councilmember Trish Hanks to approve a contract for the Stevenson Park Pavilion Restroom Remodel Project with Construction Masters of Houston through the Choice Partners Cooperative, related to Item 10.A. The vote was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

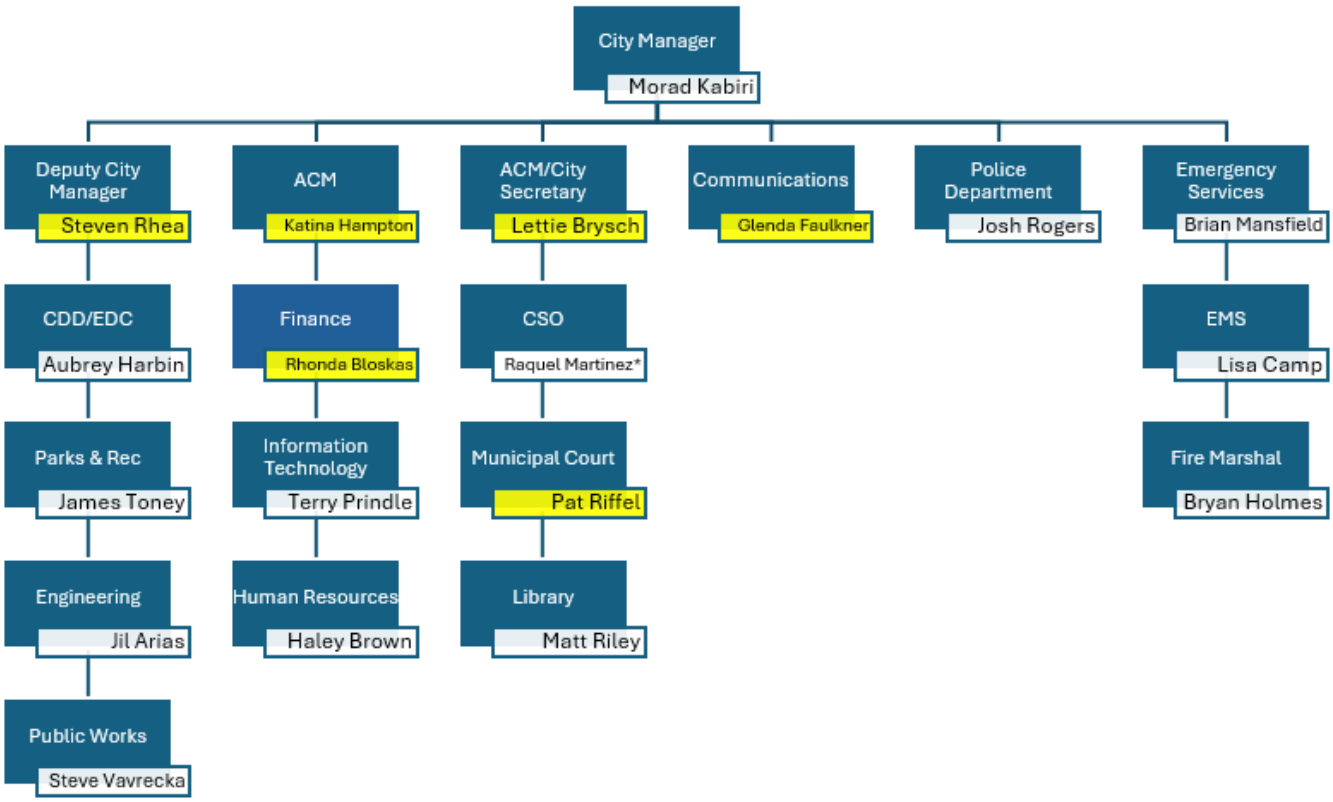
Nays: None

The item passed unanimously.

11. RESTRUCTURING PLAN

A. Discuss the City Manager's restructuring plan for departments of the City.

City Manager Morad Kabiri presented the new organizational chart to Council as follows:



Mr. Kabiri relayed Council would be voting on the creation of a Deputy City Manager position, two (2) Assistant City Manager positions, a Director of Finance, a Director of Municipal Court, and a Director of Communications. These six (6) promotions do not include any new full-time equivalent positions. This is simply a reassignment of work responsibilities and division of labor within the overall organization.

B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment VI," which, in part, establishes the Communications Department and the Municipal Court Department, adopts the City Manager's restructuring plan for the administrative services of the City; and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Erenwert and seconded by Councilmember Griffon to approve Ordinance No. 2024-13, related to Item 10.B., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE 2024-13

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 VI" THERETO, WHICH, IN PART, ESTABLISHES THE COMMUNICATIONS DEPARTMENT AND THE MUNICIPAL COURT DEPARTMENT AND ADOPTS THE CITY MANAGER'S RESTRUCTURING PLAN FOR THE ADMINISTRATIVE SERVICES OF THE CITY; 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.

C. Consider concurring with the City Manager's appointments to the following positions: Deputy City Manager, The Assistant City Managers, the Director of the Finance Department, the Director of the Communications Department, and the Director of Municipal Court.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to concur with the City Manager's appointments to the following positions: Deputy City Manager, The Assistant City Managers, the Director of the Finance Department, the Director of the Communications Department, and the Director of Municipal Court, related to Item 11.C. However, there was discussion prior to the vote.

City Manager Morad Kabiri announced the appointments as follows:

- Deputy City Manager Steven Rhea,
- Assistant City Manager Katina Hampton,
- Assistant City Manager/City Secretary Leticia Brysch,
- Director of Finance Rhonda Bloskas,
- Director of Communications Glenda Faulkner, and
- Director of Municipal Court Pat Riffel.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

12. PROPOSED RESOLUTIONS & ORDINANCES

A. Consider, on second and final reading, an ordinance repealing Chapter 86 "Utilities," Article II "Water," Division 1 "Generally" of the Friendswood City Code and amending Chapter 86 "Utilities," Article II "Water" of the Friendswood City Code by adding a new division to be numbered and entitled Division 1 "Generally" to conform to the updated Drought Contingency and Water Emergency Plan and to promote the responsible use of water throughout the City.

A motion was made by Councilmember Erenwert and seconded by Councilmember Branson to approve Ordinance No. 2024-14, related to Item 12.A., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 86 "UTILITIES," ARTICLE II "WATER," DIVISION 1 "GENERALLY" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 86 "UTILITIES," ARTICLE II "WATER" OF THE FRIENDSWOOD CITY CODE BY ADDING A NEW DIVISION TO BE NUMBERED AND ENTITLED DIVISION 1 "GENERALLY" TO CONFORM TO THE UPDATED DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLANS AND TO PROMOTE THE RESPONSIBLE USE OF WATER; 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.

13. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve the Consent Agenda Items 13.A. through 13.U. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

A. Consider a resolution accepting a grant from Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4485, COVID-19 Pandemic Subgrant, for the City of Friendswood Comprehensive Drainage Plan Project; designating the City Manager as the City's Representative for all purposes under such grant; and authorizing a cash match.

RESOLUTION NO. R2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING A GRANT FROM TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM RELATED TO FEMA-DR-4485, COVID-19 PANDEMIC SUBGRANT, FOR THE CITY OF FRIENDSWOOD COMPREHENSIVE DRAINAGE PLAN PROJECT; DESIGNATING THE CITY MANAGER AS THE SUBRECIPIENT'S AGENT FOR ALL PURPOSES UNDER SUCH GRANT; AUTHORIZING A CASH MATCH; AND PROVIDING AN EFFECTIVE DATE.

B. Consider a resolution setting a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

RESOLUTION NO. R2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE, CITY OF FRIENDSWOOD, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS APPROXIMATELY 326 ACRES OF LAND GENERALLY LOCATED ALONG FM 528/W. PARKWOOD AVENUE. AT THE INTERSECTION OF FRIENDSWOOD PARKWAY, EXTENDING NORTHWEST TO THE CITY LIMIT OF FRIENDSWOOD AND SOUTHWEST OF BAKER ROAD AND ALSO INCLUDING THREE OF THE FOUR CORNER TRACTS AT THE INTERSECTION OF FM 528/W. PARKWOOD AVENUE AND FRIENDSWOOD PARKWAY, WHOLLY LOCATED WITHIN GALVESTON COUNTY AND THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Consider approving the Rules of Procedure of the Zoning Board of Adjustment of the City of Friendswood.

D. Consider ratifying the City Manager's signature on the Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.

E. Consider approving the disposal of one (1) vehicle and fourteen (14) pieces of equipment from the Public Works Department through Public Surplus Auction.

F. Consider approving the purchase of one (1) service truck for the Public Works Department from Chastang Ford through the Texas Local Government Purchasing Cooperative (BuyBoard).

G. Consider approving the disposal of one (1) Police Department vehicle through Houston Auto Auction.

H. Consider accepting the Avalon at Friendswood Section Three Public Utilities and Drainage Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.

I. Consider accepting the Public Safety Building Expansion Project and authorizing the commencement of the contractor's one-year maintenance period.

J. Consider accepting the Blackhawk Emergency Shelter Project and authorizing the commencement of the contractor's one-year maintenance period.

K. Consider accepting, the Blackhawk Facility Renovation Project, exclusive of the generator portion of the project; authorizing the partial release of retainage; and permitting the commencement of the contractor's one-year maintenance period only for the portion of the project accepted.

L. Consider accepting the Forest Bend Detention Pond Construction Project and authorizing the commencement of the contractor's one-year maintenance period.

M. Consider authorizing the final acceptance of the 2021-2022 Street Striping Maintenance Program.

N. Consider authorizing the final acceptance of the 2021-2022 Concrete Street Maintenance Program.

O. Consider authorizing the final acceptance of the Bay Area Boulevard Concrete Repairs Project.

P. Consider authorizing the final acceptance of the Bay Area Boulevard – December 2022 Project.

Q. Consider authorizing the final acceptance of the GC Ortho, LLC, Utility Improvements Project.

R. Consider authorizing the final acceptance of 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project.

S. Consider authorizing the final acceptance of the Sterling Creek, Section 7 Infrastructure Project.

T. Consider approving the ad valorem tax report for March 2024.

U. Consider approving the minutes of the City Council Regular Meeting held on April 1, 2024.

14. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the May 6, 2024, City Council Regular Meeting at 7:33 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: June 3, 2024

Date submitted: 04/15/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on May 14, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allos the City Council to review and approve the minutes of the City Council Special Meeting held on May 14, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. May 14, 2024, City Council Special Meeting Minutes (Draft)

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
MAY 14, 2024

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON TUESDAY, MAY 14, 2024, AT 5:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Steve Rockey	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	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 5:02 P.M.; all members were present.

2. INVOCATION

The invocation was led by Daivd Lorenz, Senior Pastor, First Baptist Friendswood.

3. PLEDGE OF ALLEGIANCE – United States and State of Texas

Pastor Lorenz led the Invocation and Pledge of Allegiance for both the United States and the State of Texas.

4. PUBLIC COMMENT

Mayor Foreman stated that there were no speakers and moved onto the next item.

5. COUNCIL COMMENTS AND REPORTS

A. Recognize Councilmember Steve Rockey for his 12 years of service to the City of Friendswood City Council.

Mayor and Councilmembers spoke of their experiences in serving with Mayor Pro Tem Rockey and provided stories and well wishes as he moved on from serving on the Council.

Mayor Pro Tem Rockey thanked everyone and expressed his gratitude to the Council and City Staff for their hard work and continued efforts for the citizens of Friendswood. Mahor Pro Tem Rockey also provided gifts to the sitting members of Council as well as those with whom he served in previous years.

6. ELECTION CANVASS

A. Canvass the returns of the City of Friendswood Special Election held on May 4, 2024.

City Secretary Lettie Brysch handed the sealed election results to the City Council for the May 4, 2024, Special Election for their review and tabulation. Mayor Foreman read the following tabulated results:

The voter summary was as follows:

VOTER SUMMARY	NUMBER OF VOTERS
TOTAL ABSENTEE BALLOTS CAST	213
EARLY VOTING VOTES CAST	1,123
ELECTION DAY VOTES CAST	455
PROVISIONAL VOTES CAST	0
NUMBER OF REGISTERED VOTERS	30,639
NUMBER OF VOTERS THAT VOTED	1,791
VOTER TURNOUT	**5.85%**

The General Election summary was as follows:

SPECIAL ELECTION						
Ballot Language		TOTAL VOTES CAST				
		Absentee Voting	Early Voting	Election Day	Total	%
PROPOSITION NO. 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.	FOR	188	861	321	1370	76.49%
	AGAINST	25	262	134	421	23.51%
PASSED	TOTALS	213	1123	455	1791	100.00%

Mayor Foreman delivered the election return tally lists, early voting, and election day results along with all supporting documentation to the City Secretary, the custodian of election records, who shall preserve them for the required retention period. At 5:28 P.M., Mayor Foreman concluded the canvass of the City's May 4, 2024, Special Election.

B. Consider an ordinance declaring the results of the city of Friendswood Special Election held on May 4, 2024.

A motion was made by Councilmember Erenwert and seconded by Councilmember Branson to approve Ordinance No. 2024-15, regarding Agenda Item 6.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon and Councilmember Brent Erenwert.

Nays: None.

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD MAY 4,2024, CONCERNING 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; MAKING OTHER PROVISIONS RELATED TO SUCH ELECTION; AND PROVIDING FOR THE EFFECTIVE DATE.

7. SWEARING-IN CEREMONY

A. Administer the oath of office to Mike Foreman for the office of Mayor, John Ellisor for the office of Councilmember, Position No. 1, and Trish Hanks for the office of Councilmember, Position No. 3.

Mayor Foreman presented the certificate of election, and District Court Judge Kerry Neves administered the oath office and statement of elected official to Councilmember John Ellisor.

Mayor Foreman presented the certificate of election, and Municipal Court Judge James Woltz administered the oath of office and statement of elected official to Councilmember Trish Hanks.

Mayor Foreman received the certificate of election, and Municipal Court Judge James Woltz administered the oath of office and statement of elected official to Mayor Mike Foreman.

8. ADJOURNMENT

A. Consider the election of the Mayor Pro Tem.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve the election of Councilmember Joe Matranga to serve as Mayor Pro Tem for the next year. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon and Councilmember Brent Erenwert.

Nays: None.

9. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the May 14, 2024, City Council Special Meeting at 5:39 P.M.

_____
Mike Foreman, Mayor

Attest:

_____
Leticia Brysch, City Secretary