



**CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 7, 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 FOR A DAY

- A. Consider a proclamation declaring October 7, 2024, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND REPORTS

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

6. PUBLIC COMMENT

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

7. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Senior Citizens Advisory Committee Annual Report.
B. Receive the Chamber of Commerce Annual Report.

8. WORK SESSION TOPICS

- A. Receive and discuss the City of Friendswood Library and Community Center needs assessment studies.

9. CITY MANAGER'S REPORT

- A. Receive an update regarding National Night Out on October 1, 2024.
B. Recognize City Secretary Administrative Assistant Linda Newsted for successfully completing the Texas Municipal Clerks Association (TMCA) Certification Program.
C. Receive an update regarding the Friendswood Public Library Summer Reading Program.

10. BUSINESS ITEMS

- A. Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the Water Conservation School Program, H2O Lab for 2024-2025.
- B. Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2024-2025.

11. ORDINANCES & RESOLUTIONS

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment XI" and providing for supplemental appropriation and/or transfer of certain funds.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment I" and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider on second and final reading an ordinance renaming Mills Drive to Mills Lane.
- D. Consider an ordinance on second and final reading amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to add fees for Emergency Medical Service's patient medical records.
- E. Consider a resolution amending Resolution Nos. R2008-54 and R2008-103 to further define improvements that are eligible for incentives in Neighborhood Empowerment Zone #1 and to refine the incentives available.
- F. Consider a resolution accepting the Preliminary Service and Assessment Plan for authorized improvements within the Friendswood City Center Public Improvement District and setting a public hearing on the proposed levy of assessments.

12. 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 designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2025 General Assembly and Board of Directors.
- B. Consider a resolution regarding nomination(s) to the Board of Directors of the Galveston Central Appraisal District (GCAD) for a two-year term set to begin January 1, 2025, and end on December 31, 2026.
- C. Consider a resolution regarding nomination(s) to the Board of Directors of the Harris Central Appraisal District (HCAD) for terms beginning January 1, 2025.
- D. Consider authorizing a Professional Services Agreement for a Wastewater Master Plan with Freese and Nichols, Inc.
- E. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement with the Houston-Galveston Area Council for a transportation project regarding intersection improvements at FM 518 and FM 528.
- F. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding intersection improvements at FM 528 at West Bay Area Blvd. with Houston-Galveston Area Council.
- G. Consider appointing (i) Kaye Corey, (ii) Kelly Browning (iii) Betty Moreno, (iv) Paula Matranga, (v) Brandee Fernandez, and (vi) Mary Wise to the Keep Friendswood Beautiful Committee for three-year terms beginning November 1, 2024, and ending on October 31, 2027.

- H. Consider reappointing (i) Vickie Hefner, (ii) David O'Brien, and (iii) Carol Tomlinson to the Senior Citizens Advisory Committee for a three-year term beginning November 1, 2024, and ending on October 31, 2027, and appointing Martha Cotton to complete an unexpired term effective immediately and ending on October 31, 2025.
- I. Consider appointing Cynthia Bowman to the Investment Committee for a three-year term beginning November 1, 2024, and ending October 31, 2027.
- J. Consider appointing Laurie Spangle to the Library Advisory Board to complete an unexpired term effective immediately and ending on June 30, 2027.
- K. Consider approving the ad valorem tax report for August 2024.
- L. Consider approving the minutes of the City Council Regular Meeting held on September 9, 2024.
- M. Consider approving the minutes of the City Council Joint Meeting held on September 23, 2024.

13. ADJOURNMENT

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

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



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this
3rd day of October 2024, at 5:00 p.m.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Consider a proclamation declaring October 7, 2024, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Wedgewood Elementary to participate in the Kid's Council in order to declare October 7, 2024, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Wedgewood Elementary Day (October 2024)

City of Friendswood
Office of the Mayor



PROCLAMATION

I, Mike Foreman, by virtue of the authority vested in me as Mayor of the City of Friendswood, do hereby proclaim October 7, 2024, as

WEDGEWOOD ELEMENTARY DAY

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

WHEREAS, at Wedgewood Elementary, the learning community believes that Music, Art, Physical Education, Library, Technology, and Character Development are integral in developing the whole child; and

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

WHEREAS, the children at Wedgewood Elementary are engaged learners and Bucket Fillers;

NOW, THEREFORE, I, Mike Foreman, the Mayor of the City of Friendswood, do hereby proclaim October 7, 2024, as

WEDGEWOOD ELEMENTARY DAY

in the City of Friendswood, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Friendswood, this 7th day of October 2024.

Mike Foreman, Mayor

**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: October 7, 2024

Date submitted: 07/05/2024

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

Subject: Receive the Senior Citizens Advisory Committee Annual Report.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Senior Citizens Advisory Committee's annual report. The report is attached to the item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive the report.

ATTACHMENTS

- 1. 2023-2024 Friendswood Senior Citizen Program Annual Report

Friendswood Senior Citizen Program

2023 – 2024 Annual Report

****Membership and Participation****

- Total Members: 296 registered members [170 Residents; 128 Non-Residents]
- Daily Activities: 36 diverse options a week, including exercise classes and card, dice and tile games.
- Special Events: 119
- Field Trips: 65 trips conducted using two new vans, accommodating up to 26 total passengers. Recent trips included a visit to Kinder, LA. Due to increased interest, Friendswood residents now have the advantage of registering a day in advance.

****Facility Improvements****

- Upgrades:
 - New air conditioning unit
 - New printer

****Program Expansion****

- Staff: Added new part-time employees who are successfully enhancing our programming.
- Fitness Classes: Plans are in place to introduce more fitness classes to meet the growing demand.

This year has been marked by significant growth and enhancements, allowing us to better serve our community. Thank you for your continued support!

**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: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Receive the Chamber of Commerce Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As part of the City's contract with the Chamber of Commerce, a yearly report is provided to City Council. Chairman of the Board, Denise Spruiell will be in attendance to provide a summarized report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. 2024 Annual Written Report to the City

Friendswood
Chamber of Commerce

Monday, October 7, 2024
Annual Report to the City

The following events are hosted and in partnerships:

1. “State of the City” Luncheon for the Mayor Mike Foreman, Council members and city departments to showcase their importance roles to the community.
2. “Party on the Patio” held in the spring another opportunity to network our members.
3. Friendswood Police Department Luncheon with Chief Josh Rodgers to bring safety Awareness of the community.
4. Host Candidate Forums and Meet and Greet for Fisd and City of Friendswood.
5. “Hurricane Awareness” Lunch and Learn with Brian Mansfield, Emergency Management.
6. Christmas Parade and Santa in the Park partnering with Parks and Recreation Department.
7. “State of the District” Luncheon with Superintendent Thad Roher Showcasing the many departments with the school district.
8. Love Card partnership with Friendswood of Downtown.
9. Halloween in the Park for a safe environment for families in the community.
10. Honors Luncheon with Friendswood ISD and Clear Creek ISD to show case our outstanding students in the community.

The Chamber also hosts Networking Breakfast, Lunch and Learns, Business Network Events, Chamber 101. Promote Show Local.

The Chamber is grateful for its partnership and support of the City of Friendswood and has the fortunate position of helping to ensure that there is an ever-present, positive and nurturing environment for our businesses. Creating such an environment is a joint effort and we are blessed to have partners aligned in this vision.

The Chamber staff attend Galveston County events, City Council & emergency management meetings, Gulf Coast Chamber Executives, which promotes Friendswood throughout the state, Bay Area Houston lunches and seminars. Partnering Galveston County Judge Mark Henry with 13 other Chambers in Galveston County during emergency events.

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: October 7, 2024

Date submitted: 07/05/2024

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

Subject: Receive and discuss the City of Friendswood Library and Community Center needs assessment studies.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City recently engaged PGAL, Inc. to conduct needs assessment studies for two key facilities: the City library and a potential community center, which could serve as a hub for recreational activities and house the Senior Citizen program.

The library's assessment was driven by its Long Range Strategy, approved by City Council on March 6, 2023. As part of the study, PGAL interviewed City staff and other stakeholders to gain a thorough understanding of the City's evolving needs and to project future demand.

For the library, cost estimates were developed for potential renovations and expansions to meet future community needs. For the proposed community center, PGAL explored the feasibility of constructing a new facility on the site of the old City Hall, adjacent to the Senior Citizen Center. In addition to recreational spaces and dedicated areas for senior services, the potential center could accommodate the Parks and Recreation staff and provide space for civic functions, such as a voting center and possible tenant opportunities.

PGAL will present a high-level summary of its findings to City Council, outlining potential future options for both the library and the community center. These options will guide discussions and help the City plan for its future infrastructure in response to community needs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Community Center and Library Needs Assessment Council Presentation 10.07.2024



CITY OF FRIENDSWOOD

PGAL

COMMUNITY CENTER & LIBRARY NEEDS ASSESSMENTS

Friendswood, Texas | 10.07.2024

ACKNOWLEDGEMENTS



Halford Busby
Cost Estimator



Daniel Scott Engineering, Inc.
Civil Engineer



M2L Associates
Landscape Architect



Infrastructure Associates
MEP Engineer



Henderson Rogers
Structural Engineer

PGAL EXPERIENCE

- › Grogans Mill Community Center for Howard Hughes - Woodlands
- › City of Pearland Shadow Creek Public Library
- › City of Saginaw New Library and Senior Center
- › City of Saginaw Library Renovation
- › City of Plano Harrington Library Expansion
- › New Branch Library for Travis County
- › Dripping Springs Community Library
- › City of Cedar Hill Library
- › Hamilton Public Library
- › City of San Marcos Library Renovation
- › City of Round Rock Public Library
- › League city Helen Hall Library Phase II
- › City of Webster New Civic Center
- › City of Granbury Community Center
- › Bastrop County Community Center
- › City of La Porte Recreation Center
- › City of DeSoto Recreation Center
- › City of Plano Recreation Center



PGAL



COMMUNITY CENTER

EXISTING CONDITIONS

- › Original building is over 50 years old.
- › Approximately 10,000 square feet gross.
- › Capacity for only 25% of the program needs of the Parks & Recreation department.
- › Majority of building components except the roof and HVAC are original to the building.
- › All major building systems including existing roof and HVAC equipment have exceeded their service life and require substantial overhaul or complete replacement.
- › Building envelope, restrooms, fire protection system, electrical and plumbing are out of current code compliance.
- › The building structure is sound, however will not support vertical expansion.
- › Property hosts a leased cellular tower easement and Girl Scouts troop house.



PGAL

PROGRAM PRIORITIES

FOR A PROPOSED COMMUNITY CENTER REPLACEMENT

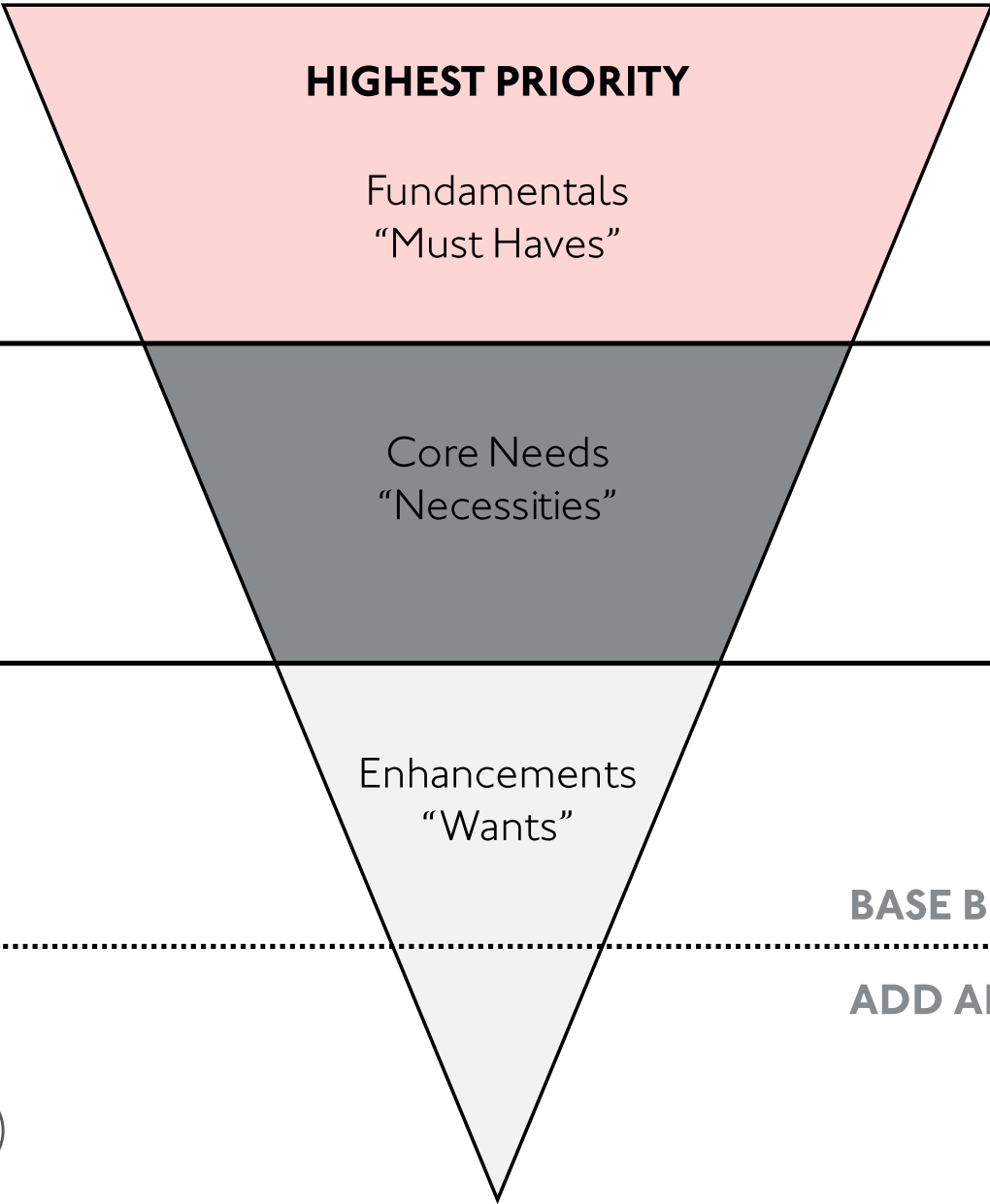


- > Life safety code compliance
- > Accessibility
- > Building system efficiency and energy optimized performance
- > Storm resiliency

- > Ample recreational space to meet varied groups needs simultaneously
- > Sufficient staff office facilities for all Parks & Recreation staff
- > Sufficient storage
- > Enhanced security control of the facility

- > Dedicated space for cafeteria, lounge, and fitness with locker rooms facilities
- > Flexibility and availability of activity and recreational space
- > Natural lighting, outdoor views and transparency for public engagement

- > Future Storage
- > Outdoor program and park space
- > Shell space for hosting possible partner tenants (IE: dedicated Girls Scouts troop space)

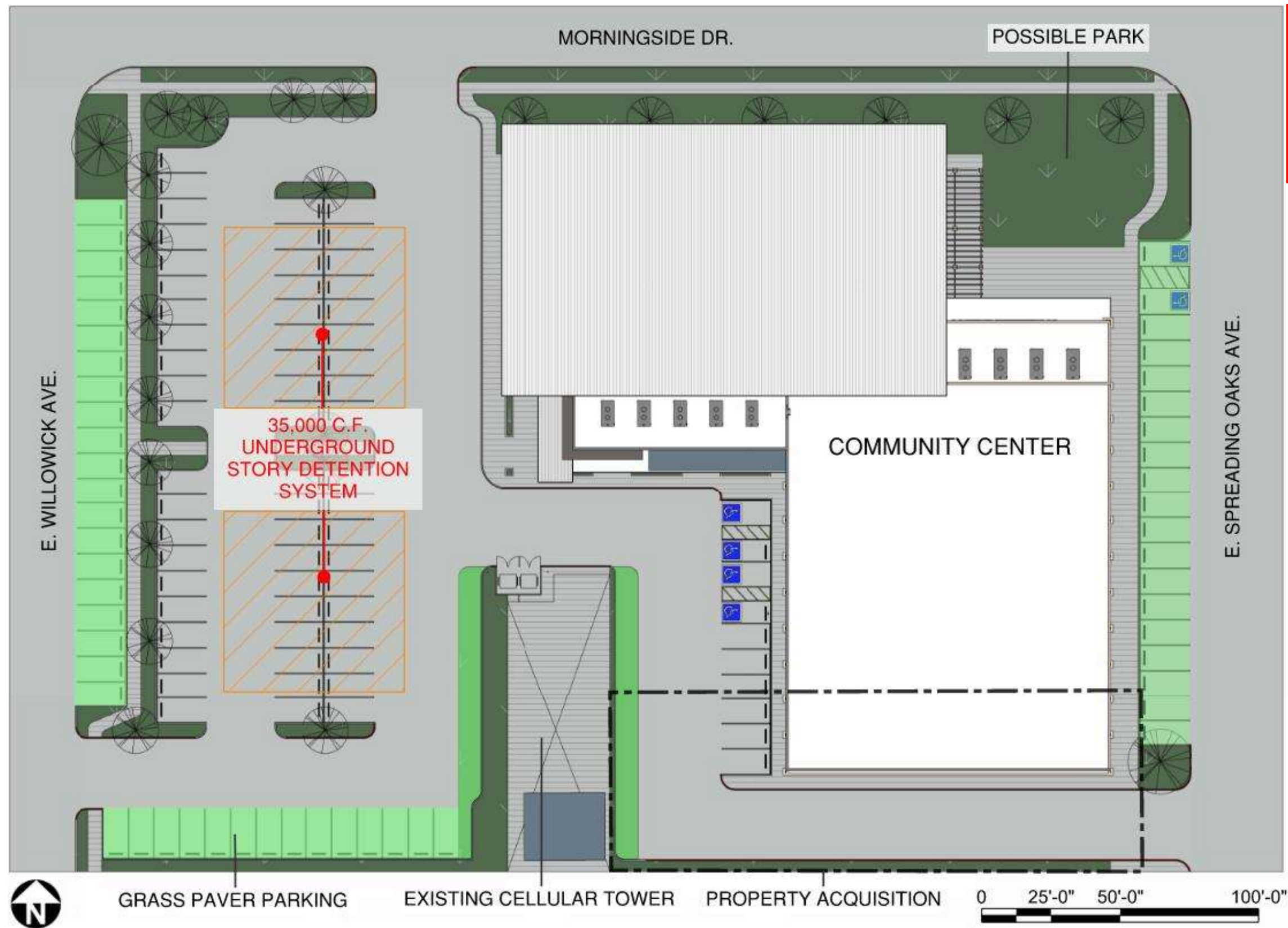


COMMUNITY CENTER

PGAL.COM

SITE

- Area: 2.8 acres
- Acreage includes procured parcel of neighboring private property.
- 122 proposed parking spaces on site and on street.
- 30% of parking surface is permeable grass paved.
- 35,000 cubic feet of underground storm water detention.
- Could incorporate a possible local children's park amenity.



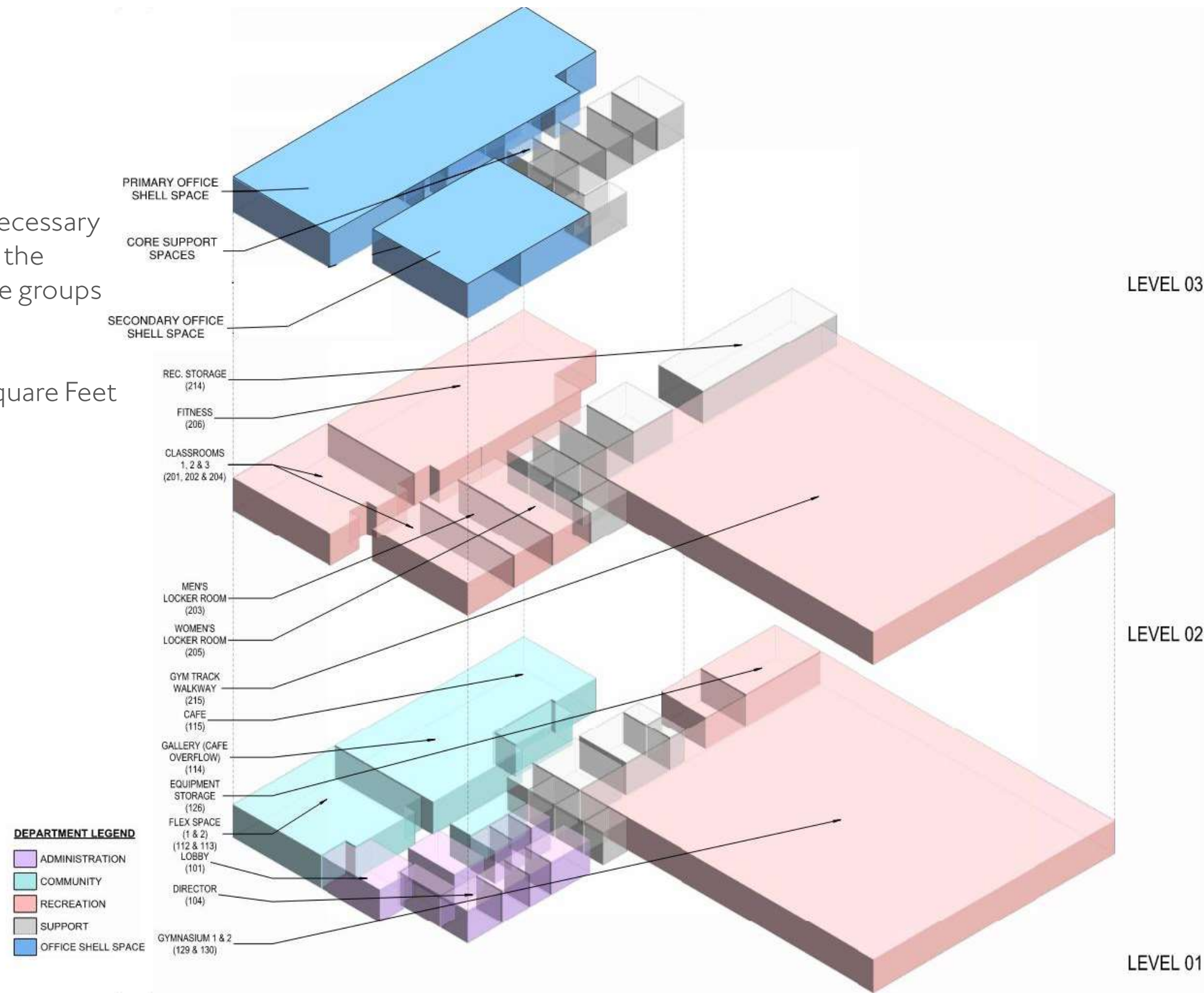
COMMUNITY CENTER

PGAL.COM

STACKED

A stacked three story structure will be necessary to effectively utilize the site and provide the desired program. The stack separates the groups of purposes or departments.

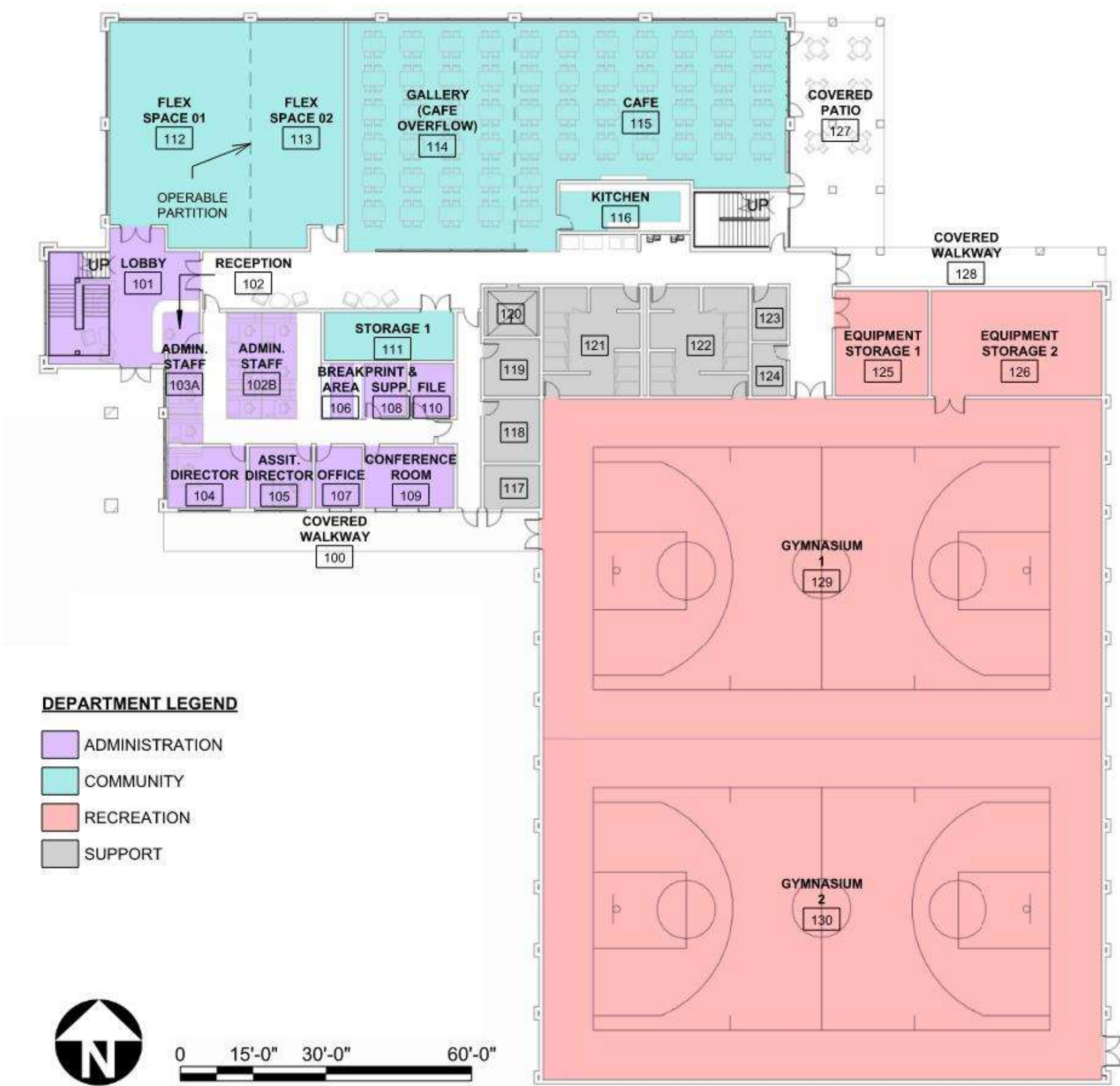
Proposed Total Building Area: 63,839 Square Feet



LEVEL 1

LEVEL 1 PROGRAM OF SPACES		
No.	NAME	AREA
100	COVERED WALKWAY	617 SF
101	LOBBY	698 SF
102	RECEPTION	57 SF
102B	ADMIN. STAFF	318 SF
103A	ADMIN. STAFF	136 SF
104	DIRECTOR	200 SF
105	ASSIT. DIRECTOR	160 SF
106	BREAK AREA	100 SF
107	OFFICE	120 SF
108	PRINT & SUPP.	97 SF
109	CONFERENCE ROOM	230 SF
110	FILE	99 SF
111	STORAGE 1	264 SF
112	FLEX SPACE 01	1298 SF
113	FLEX SPACE 02	861 SF
114	GALLERY (CAFE OVERFLOW)	1624 SF
115	CAFE	1981 SF
116	KITCHEN	273 SF
117	RISER	100 SF
118	ELEC.	150 SF
119	IDF	133 SF
120	ELEVATOR	115 SF
121	MENS RESTOOM	431 SF
122	WOMENS RESTROOM	431 SF
123	RR	81 SF
124	CUST.	80 SF
125	EQUIPMENT STORAGE 1	408 SF
126	EQUIPMENT STORAGE 2	758 SF
127	COVERED PATIO	882 SF
128	COVERED WALKWAY	430 SF
129	GYMNASIUM 1	8090 SF
130	GYMNASIUM 2	8090 SF

COMMUNITY CENTER

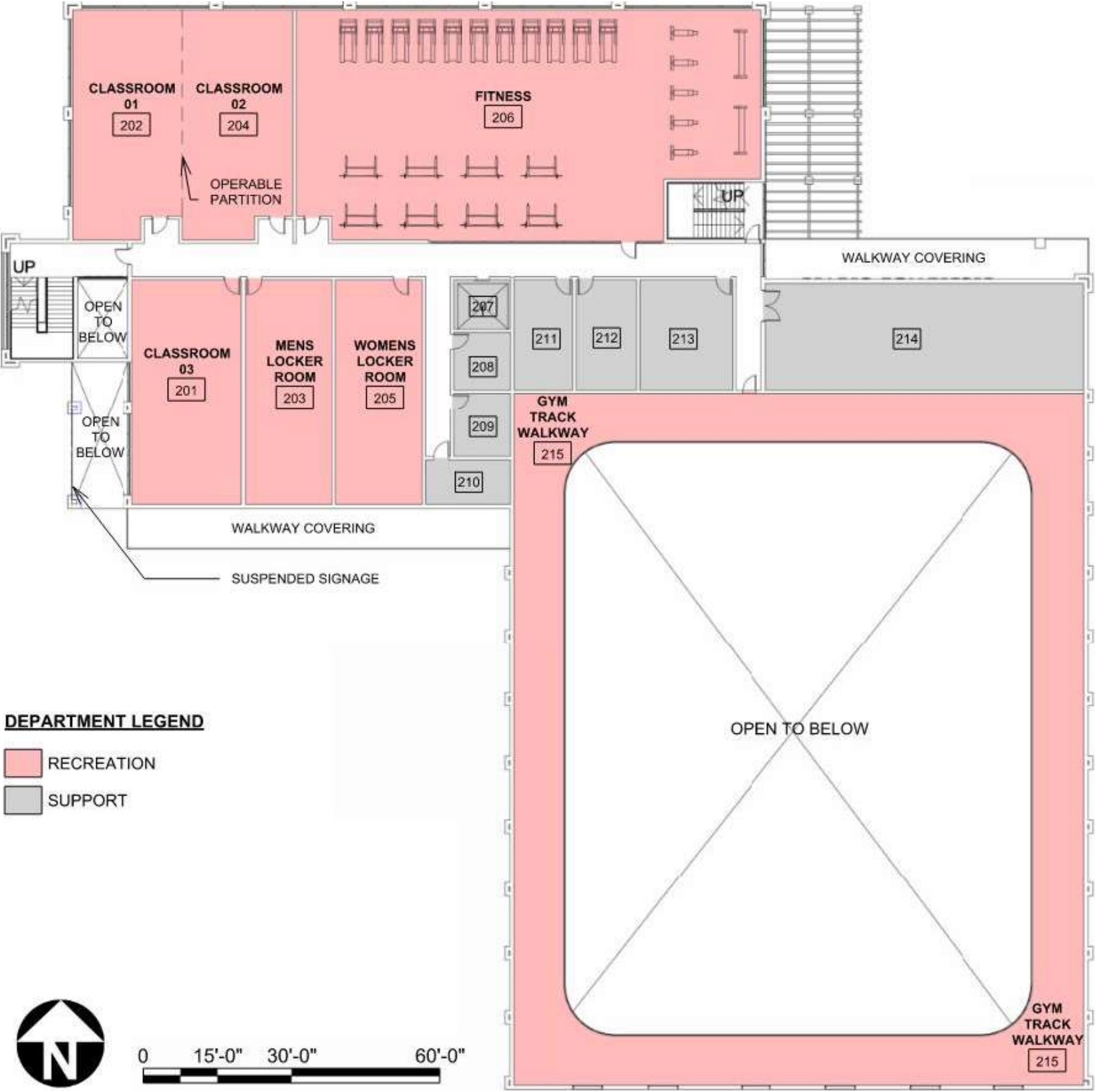


PGAL.COM

LEVEL 2



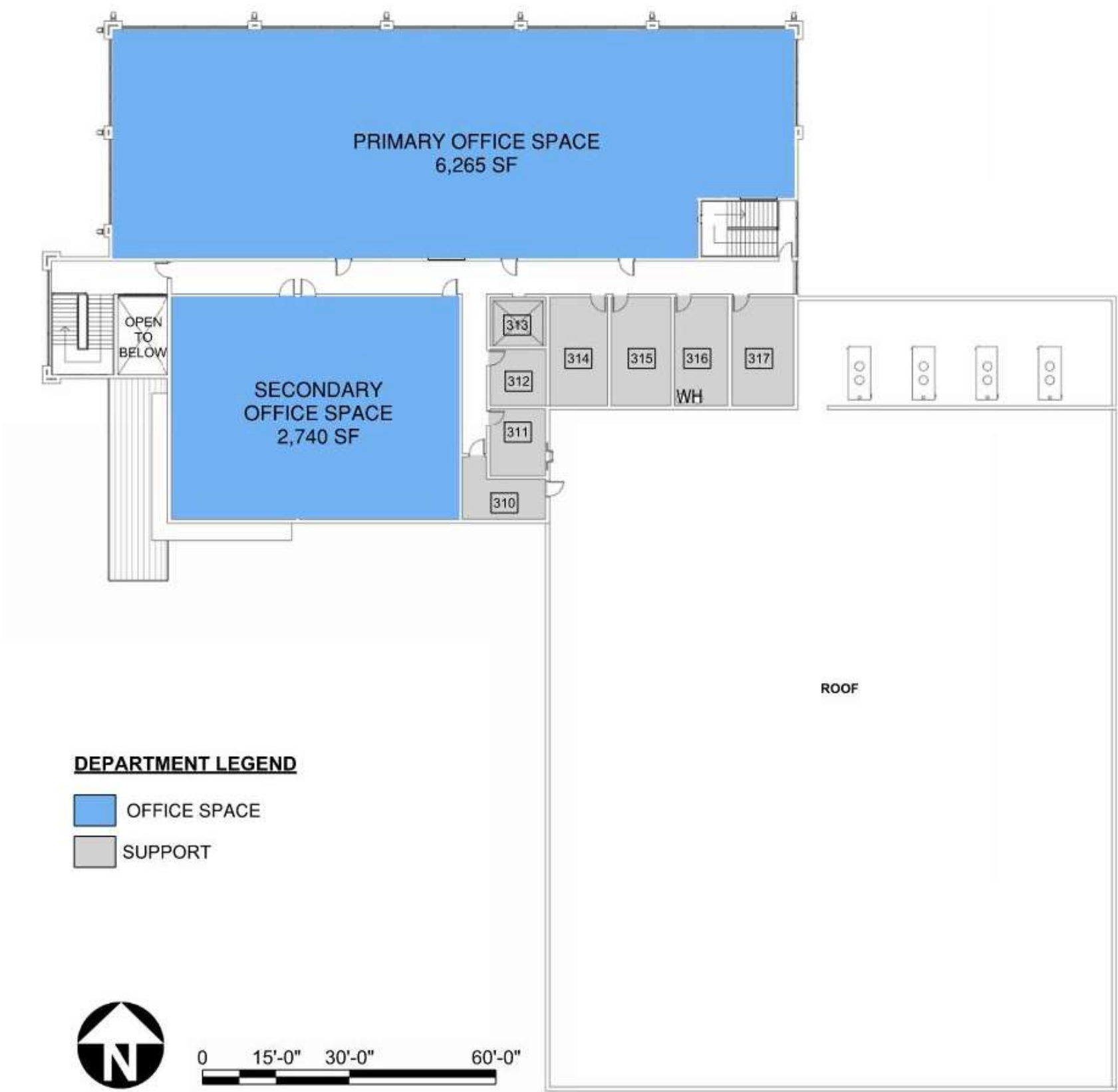
LEVEL 2 PROGRAM OF SPACES		
No.	NAME	AREA
201	CLASSROOM 03	1000 SF
202	CLASSROOM 01	1000 SF
203	MENS LOCKER ROOM	797 SF
204	CLASSROOM 02	1000 SF
205	WOMENS LOCKER ROOM	797 SF
206	FITNESS	4143 SF
207	ELEVATOR	112 SF
208	IDF	133 SF
209	ELECTRICAL	148 SF
210	CUSTODIAN/ SUPPLY	154 SF
211	MENS RESTOOM	270 SF
212	WOMENS RESTROOM	270 SF
213	STORAGE	414 SF
214	REC. STORAGE	1381 SF
215	GYM TRACK WALKWAY	4986 SF



LEVEL 3

The third floor consists primarily of open shell office space for partner or future tenant use.

Proposed Net Third Floor Office Area:
9,005 Square Feet





PROPOSED NEW COMMUNITY CENTER VIEWED FROM WILLOWICK AVE.



PROPOSED NEW COMMUNITY CENTER VIEWED FROM WEST SPREADING OAKS AVE.

PROJECT BUDGET

The project budgets assumes a design completed in 2025 and construction cost escalation through 2026 . Escalation beyond 2026 is assumed 5% per year.

The project cost estimate has considered three options for the third floor construction as follows:

- > Cost Option 1 assumes a complete build out of the 8,000 square feet of third floor Primary Partner Space and the Secondary Partner space to remain shell future build out.
- > Cost Option 2 assumes that the Primary and Secondary Partner Shell Spaces are not built out but shell only for tenant use.
- > Cost Option 3 assumes that the Primary Partner Shell Space is not built out but remains shell space and the Secondary Partner Space is not constructed as part of the third floor.

COST OPTION 1	Basis	Subtotal
Construction Cost Subtotal		\$ 37,521,456.00
Alternate Deep Foundation Drilled Piers	Add	\$307,962
Total Construction Cost	\$/S.F. \$ 357.00	\$ 37,829,418.00
Furniture, Fixtures and Equipment Costs	L.S.	\$ 1,500,000.00
Design Contingency	5%	\$ 1,891,470.90
Soft Cost	15%	\$ 5,958,133.34
2026 Total Project Budget		\$ 47,179,022.24

COST OPTION 2	Basis	Subtotal
Construction Cost Subtotal		\$ 37,521,456.00
Alternate Deep Foundation Drilled Piers	Add	\$307,962
Alternate 3rd Floor Shell Space 7,740 SF	Deduct	(\$1,426,391)
Total Construction Cost	\$/S.F. \$ 357.00	\$ 36,403,027.00
Furniture, Fixtures and Equipment Costs	L.S.	\$ 1,500,000.00
Design Contingency	5%	\$ 1,820,151.35
Soft Cost	15%	\$ 5,733,476.75
2026 Total Project Budget		\$ 45,456,655.10

COST OPTION 3	Basis	Subtotal
Construction Cost Subtotal		\$ 37,521,456.00
Alternate Deep Foundation Drilled Piers	Add	\$307,962
Alternate 3rd Floor Reduction 4,775 SF	Deduct	(\$3,294,196)
Total Construction Cost	\$/S.F. \$ 357.00	\$ 34,535,222.00
Furniture, Fixtures and Equipment Costs	L.S.	\$ 1,500,000.00
Design Contingency	5%	\$ 1,726,761.10
Soft Cost	15%	\$ 5,439,297.47
2026 Total Project Budget		\$ 43,201,280.57



LIBRARY

EXISTING CONDITIONS

- › Original building constructed in 1979 was expanded in 1996 and received an additional renovation and addition in 2017.
- › The original roof, electrical gear, plumbing and HVAC system is exceeding its service life and has multiple operational and code deficient issues.
- › The most recent addition areas roof and HVAC system are in fair condition.
- › The generator, transfer switch and newer exterior switch gear is problematic and has code compliant issues that need to be resolved.
- › The administrative space is insufficient to support the librarian needs.
- › The patron demand on meeting and assembly space is exceeding the library's capacity.



LIBRARY EXPANSION

PGAL.COM

PROGRAM PRIORITIES

FOR A PROPOSED LIBRARY RENOVATION AND EXPANSION

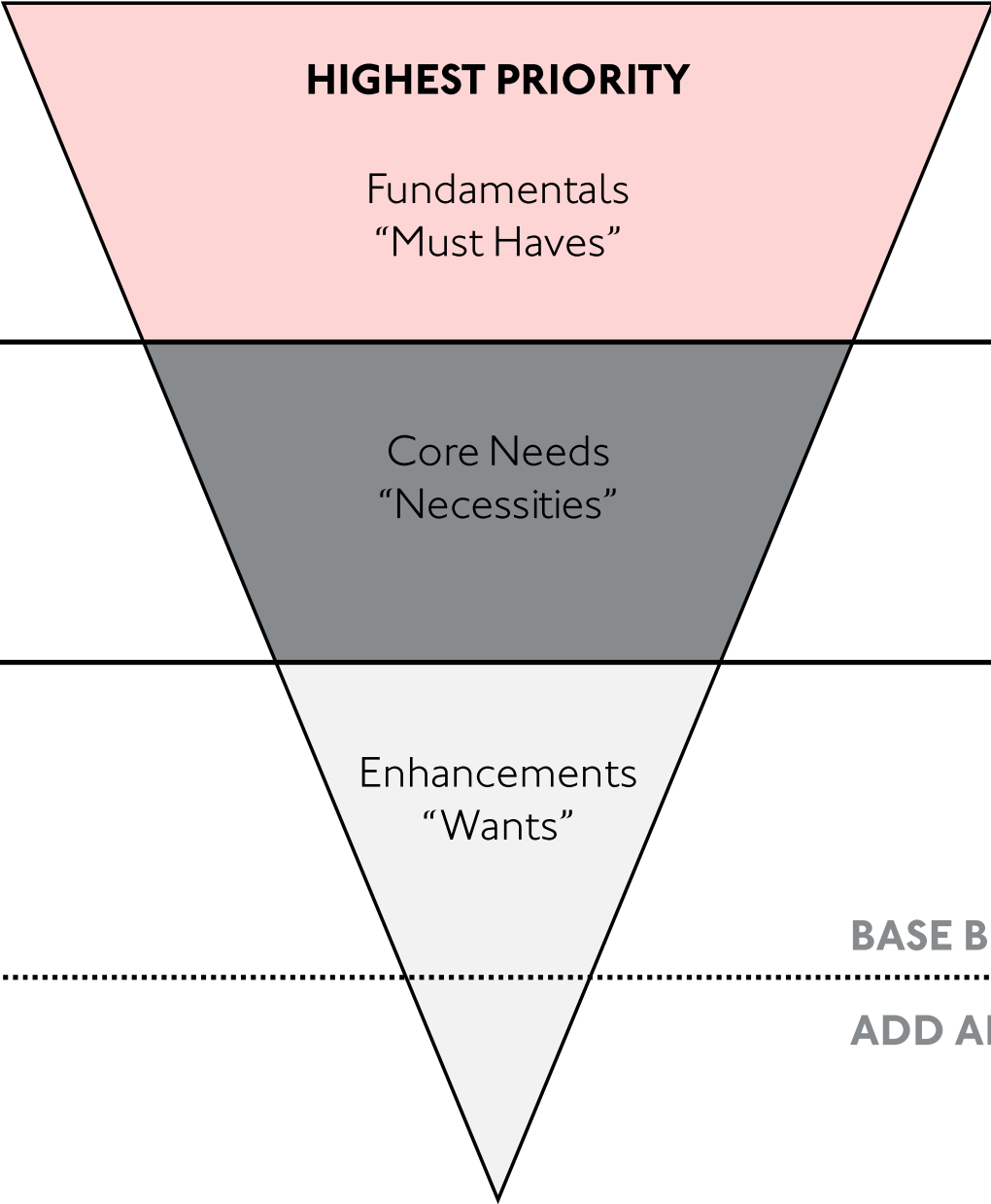


- > Fire protection and alarm upgrades
- > Electrical system overhaul and switch gear upgrades and centralization
- > HVAC system and controls improvements and upgrades
- > Storm resiliency

- > Improved and centralized administrative offices and circulation
- > Maker space and STEM teaching department improvements
- > Additional and larger dedicated meeting and gathering space with flexibility
- > As much parking as possible on site

- > Dedicated Friends of the Library program space
- > Quiet reading areas in multiple departments
- > Additional children’s program and indoor play space
- > Natural light, outdoor views and transparency for public engagement

- > Outdoor Program Space



LIBRARY EXPANSION

PGAL.COM

SITE



LIBRARY EXPANSION



LIBRARY PLAN

Proposed Library Renovation
and Expansion Floor Plan

New Total Building Area: 29,926 Square Feet



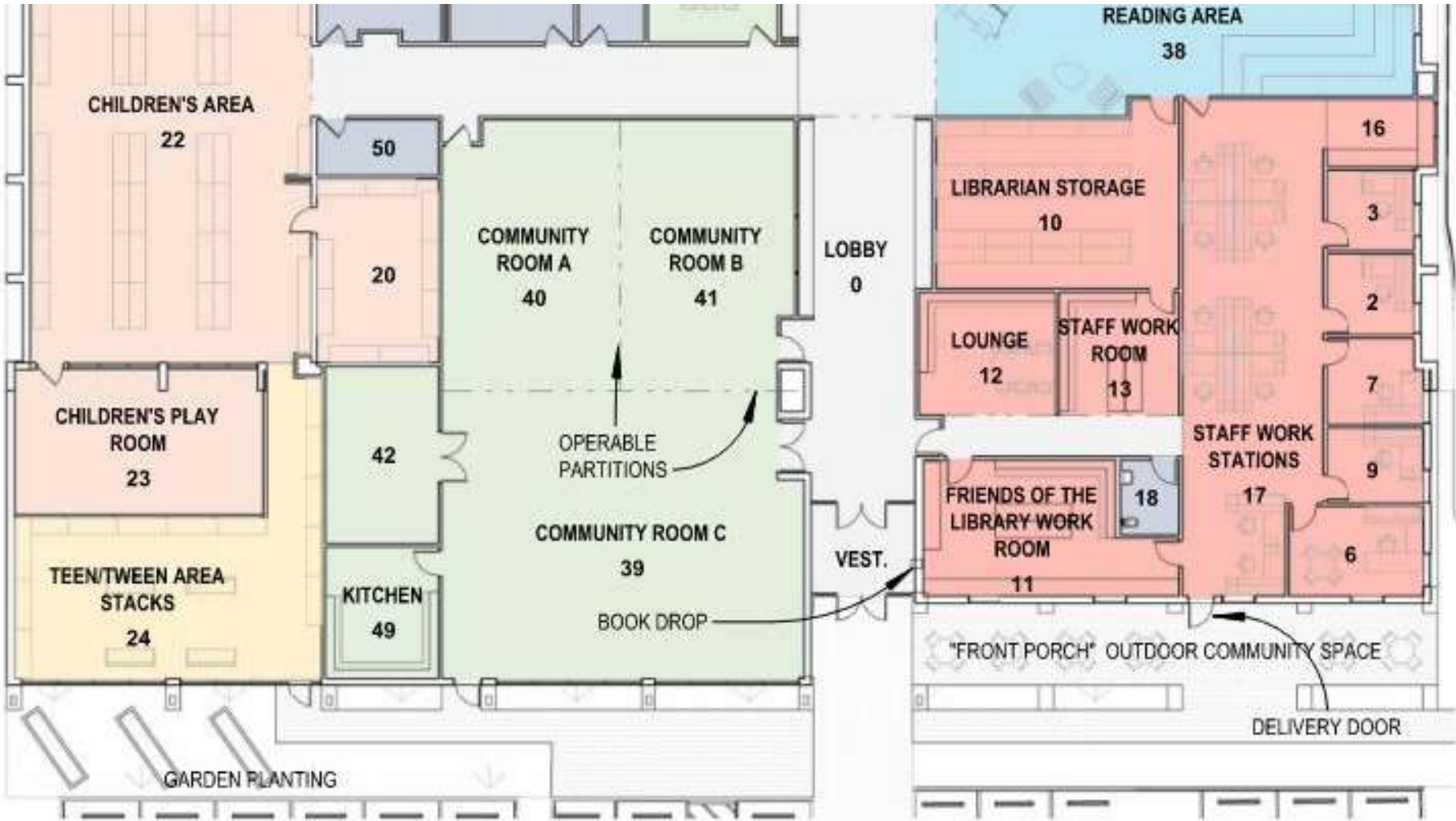
Building Addition Area
8,060 Square Feet

LIBRARY EXPANSION



PGAL.COM

LIBRARY PLAN SOUTH



DEPARTMENTS

- ADMINISTRATION
- CHILDREN'S DEPARTMENT
- TEEN'S DEPARTMENT
- ADULT STACKS AND RESOURCE
- TECHNOLOGY/STEM/RESOURCE
- COMMUNITY
- PUBLIC MEETING/STUDY SPACE
- SHARED/SUPPORT
- CIRCULATION
- OPEN PUBLIC SPACE

LIBRARY PLAN NORTH



DEPARTMENTS

- ADMINISTRATION
- CHILDREN'S DEPARTMENT
- TEEN'S DEPARTMENT
- ADULT STACKS AND RESOURCE
- TECHNOLOGY/STEM/RESOURCE
- COMMUNITY
- PUBLIC MEETING/STUDY SPACE
- SHARED/SUPPORT
- CIRCULATION
- OPEN PUBLIC SPACE



PROPOSED LIBRARY EXPANSION FROM SPREADING OAKS DRIVEWAY



PROPOSED LIBRARY EXPANSION VIEWED FROM PARKING LOT

PROJECT BUDGET

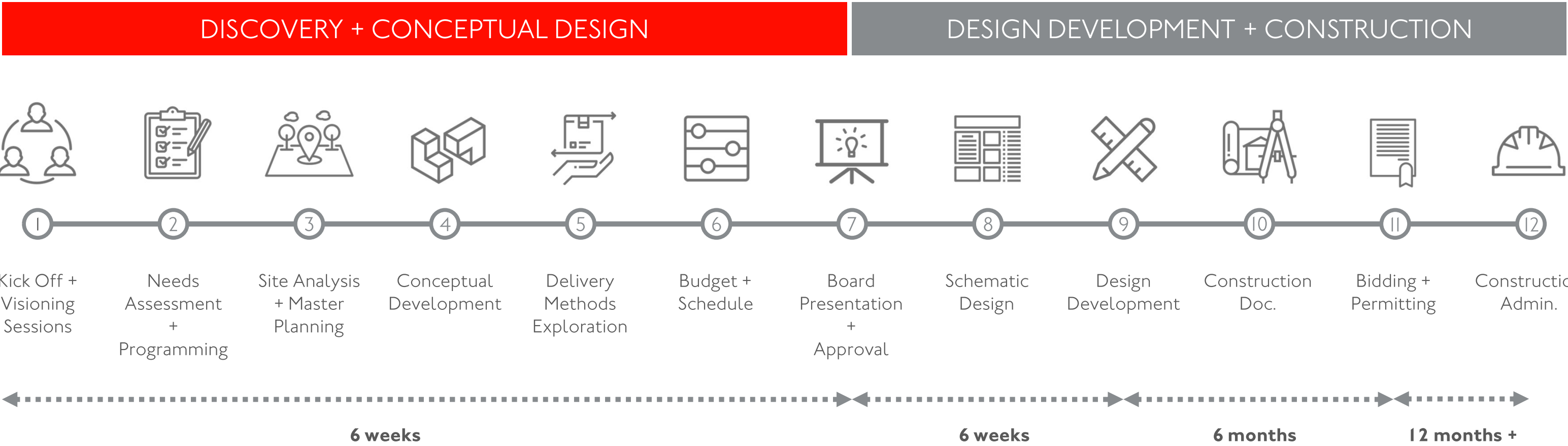
The project budget assumes a design completed in 2025 and construction cost escalation through 2026 . Escalation beyond 2026 is assumed 5% per year.



LIBRARY EXPANSION PROJECT BUDGET BASIS

	Basis	Subtotal
Total Construction Cost	\$/S.F. \$ 357.00	\$ 10,695,741.00
Furniture, Fixtures and Equipment Costs	L.S.	\$ 500,000.00
Design Contingency (5%)	10%	\$ 534,787.05
Soft Cost	20%	\$ 2,139,148.20
2026 Project Budget		\$ 13,869,676.25

PROJECT TIMELINE



THANK YOU!

PGAL



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: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Receive an update regarding National Night Out on October 1, 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Staff will present to the Council a report on this year's National Night Out, which took place on Tuesday, October 1, 2024. National Night Out is a night for neighbors and local law enforcement to come together and build a safer community. This year, the Friendswood Police Department supported FISDCares by collecting Sleep Fit Kits for local teens with kits that included adult-sized socks, pajamas, and underwear. Friendswood PD challenged the participating neighborhoods to collect items in support of FISDCares, and recognized the neighborhood with the most collected items with a trophy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

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: October 7, 2024

Date submitted: 09/23/2024

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

Subject: Recognize City Secretary Administrative Assistant Linda Newsted for successfully completing the Texas Municipal Clerks Association (TMCA) Certification Program.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Texas Municipal Clerks Certification Program is a self-paced distance learning program that consists of four courses: (i) Public Management and Administration, (ii) Understanding the City and Local Government Law, (iii) Context of Local Government Finance, Revenue Sources, Local Budget, Budget Cycle, Public Funds Investment, and Ethics and (iv) Motivation, Public Relations, Supervision, and Election Laws.

At the completion of all four courses, with each course consisting of multiple homework assignments, an examination and the attendance of two seminars, the student graduates from the program with a final certificate and the Texas Registered Municipal Clerk, TRMC, designation.

On September 20th, Linda was notified that she had completed all the necessary requirements to graduate and was now qualified to use the designation of TRMC as a Texas Registered Municipal Clerk. Linda will attend a formal graduation ceremony at the January 23, 2025, TMCA Election Law Seminar. Many congratulations to Linda for this wonderful achievement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

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: October 7, 2024

Date submitted: 09/25/2024

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

Subject: Receive an update regarding the Friendswood Public Library Summer Reading Program.

Originating Department: Library

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Public Library Summer Reading Program for 2024 was incredibly successful. The program had multiple events and challenges for children and young adults and adults. Below are the statistics for both programs.

Program Name	Children/Young Adult	Adult Services
Number of Programs	158	135
Number of Attendees	9163	1703
Reading Challenge Participants	1338	222
Minutes Read	743,920	192,247
Booked Checked Out	33,685	N/A
Teen Volunteer / Hours Earned	272	N/A
Home Deliveries & Outreach Programs	N/A	75

The Library staff appreciates all the participants and encourages everyone to join them next summer for more reading fun and adventures.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Library Summer Program Statistics

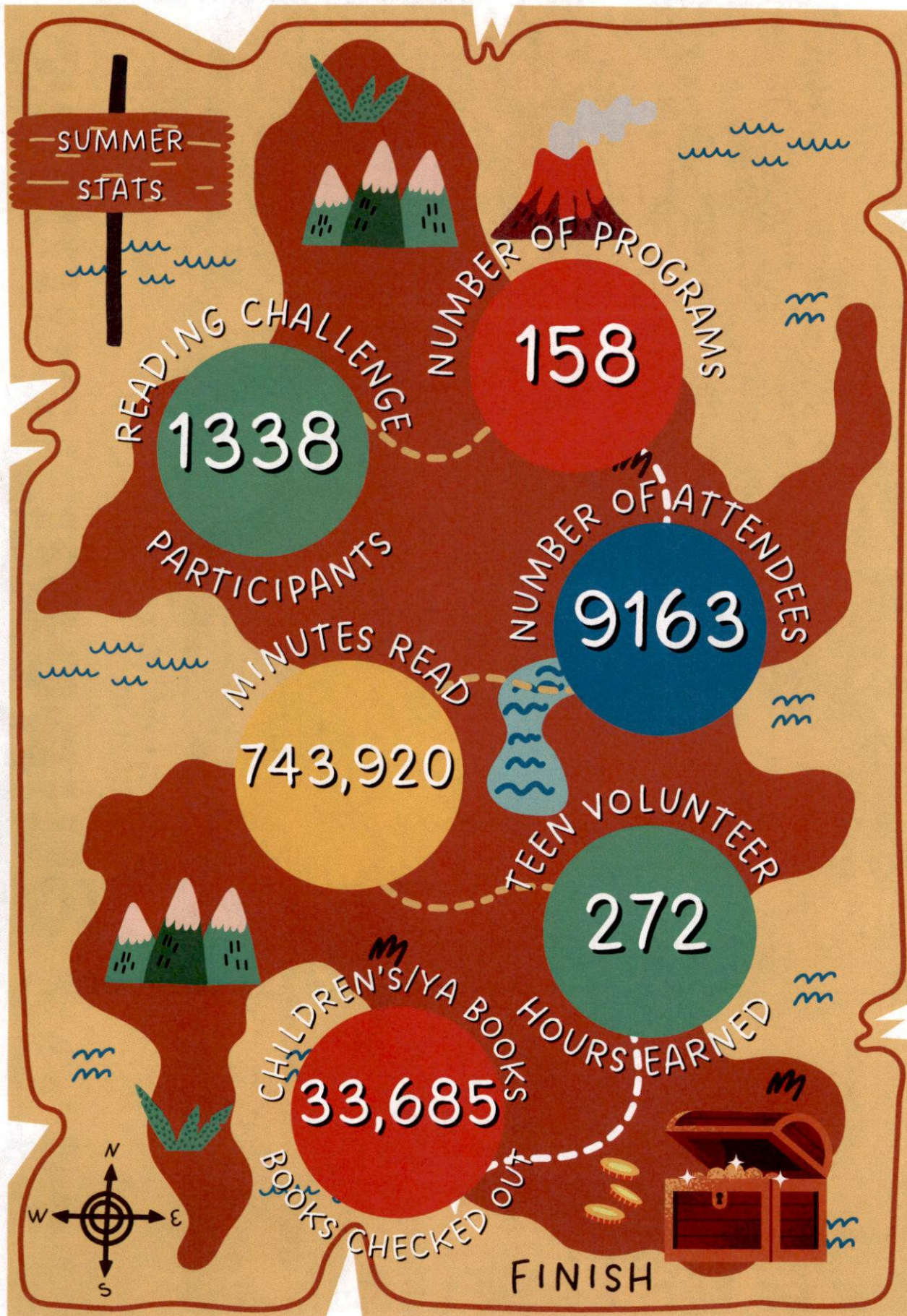
Friendswood Library

Engage.Educate.Entertain.Empower.



Summer Reading 2024

Children's and Young Adult



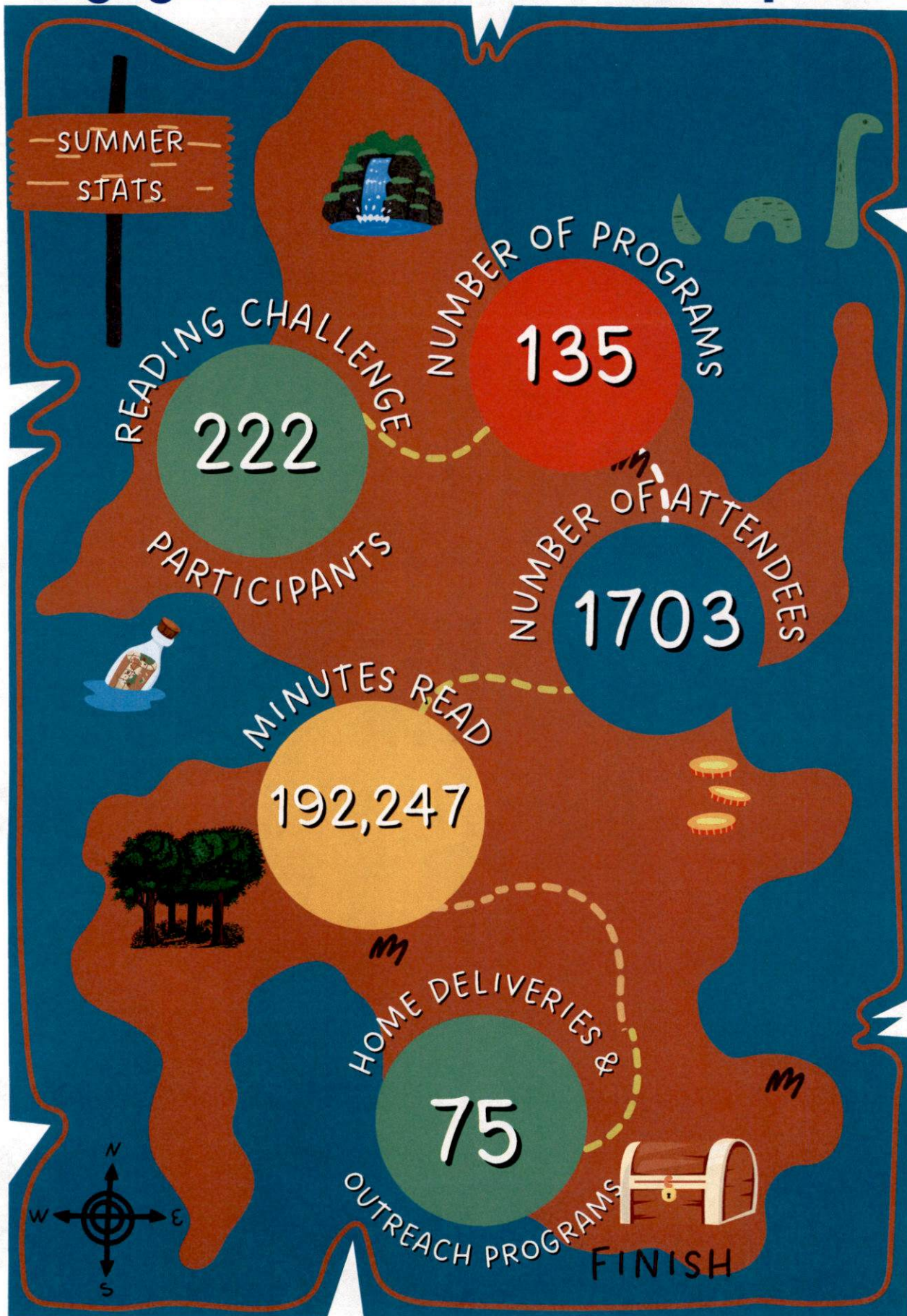
Friendswood Library

Engage.Educate.Entertain.Empower.



Summer Reading 2024

Adult Services



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: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the Water Conservation School Program, H2O Lab for 2024-2025.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Water Conservation School Program, H2O Lab, is a specially tailored version of the national WaterWise program in which the City has participated for several years. Council approved the re-adoption of a water conservation plan ordinance in May 2024, as required by TCEQ and TWDB. Title 30, Texas Administrative Code, §288.2 (a)(1)(G) requires participation in a program of continuing education and information regarding water conservation by the water supplier. This program helps the City meet that requirement. The City, through an interlocal agreement with the Harris-Galveston Subsidence District ("HGSD"), sponsors the water conservation program known as "Water Conservation School Program, H2O Lab". This program provides water conservation education to 3rd-6th grade students within the FISD and CCISD school districts within City of Friendswood.

The City of Friendswood's commitment to the program is a sponsorship of up to **510** students. The cost of the program is \$38.00 per student with a total amount not to exceed of \$19,380.00. The total cost amount is and will be accounted for within the forthcoming Public Works annual operational budget. Each student is provided with a water conservation kit. The products in the kit are specifically selected to encourage water efficiency at home and engage families with activities that support and reinforce the lessons taught at school. Partnering with HGSD and the Water Conservation School Program, H2O Lab, will not only provide students and teachers with the educational materials they need, but will also allow the City of Friendswood to directly impact the preservation of freshwater sources in our area.

Through this program, the City earns groundwater ("GW") credits that are good for 20 years and can be used to meet the water demand at times when exceeding the permit allocation is preventable without a penalty. For every student sponsored, HGSD issues a GW Credit Certificate equal to 84,000 gallons per student.

Two types of GW Credits have been issued since the initiation of the program in 1994:

1. "Series A" GW Credits

Issued from 1994 to 2001. These GW Credits are good for 40 years with no usage restrictions. The City has three (3) of these certificates for a total amount of 56,028,000 gallons. Series A is no longer available.

2. "Series B" GW Credits

Issued from 2001 – present. These GW Credits are good for 20 years, and they are restricted to up to 30 percent of the permittee’s water demand for the yearly permit. The City has twenty-six (26) of these certificates for a total amount of 438,982,000 gallons.

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of groundwater for the year 2024-2025. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000 gallons permitted total. If we face a situation that forces us to exceed the total allowable amount, then we will be subject to a penalty known as the Disincentive Fee. The fee is \$11.86 per 1,000 gallons and is designed to discourage groundwater usage.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The “Water Conservation School program, H2O Lab” is a water conservation program that assists the City of Friendswood in meeting mandates from our officially adopted Water Conservation Plan, as required by TCEQ and TWDB through the Texas Administrative Code.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2024-25 HGSD WaterWise Interlocal Agreement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and City of Friendswood, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students in the District's Water Conservation Education Program has been tested in area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55,

jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

- (A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and web-based applications, to area schools.
- (B) providing training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;
- (C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor; and
- (D) providing information related to other water conservation program objectives and initiatives.

1.02 The Subsidence District shall provide water conservation credits as follows:

- (A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.
- (B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.
- (C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II. PAYMENT

2.01 The Sponsor agrees to 510 sponsorships for the Program for one year from the date of the execution of this Agreement.

The Subsidence District agrees to pursue sponsorships at schools in Friendswood City or Clear Creek ISD.

If the Subsidence District is unable to obtain sponsorships in the preferred school(s), the Sponsor will not sponsor any students for that academic year.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$38.00 per sponsorship. The above payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current fiscal year and will continue to be budgeted each year this Agreement is renewed.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III.

TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof for the 2024-2025 academic year until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV.

MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues

and will pay for each subsequent year this Agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: _____ (Title)

ATTEST:

By: _____
(Title)

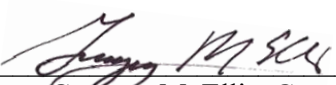
Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT



By: Michael J. Turco, General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

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: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2024-2025.

Originating Department: Public Works

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

It is time for the City to renew the contract with the Galveston County Health District (GCHD) for pollution control and abatement services. Per the contract, the GCHD agrees to investigate and resolve water quality related complaints, monitor storm water quality, and conduct at least one unannounced inspection at 100 percent of the identified grease traps associated with the Galveston County Health District permitted food establishments within the jurisdictional boundaries of the City. The District will also provide assistance to the City in the performance of storm water related activities such as, but not limited to, public education/outreach and illicit discharge detection and elimination investigations, including dry weather screenings.

Also as a part of this contract, the GCHD will be monitoring designated storm water sites within the city. The GCHD reviews the historical storm water data and analyzes the sampling sites attempting to locate pollution sources. This collected data is critical for the City of Friendswood's Municipal Storm and Sewer Program (MS4). This program is required by permit by the EPA. The GCHD submits an annual summary of all its activities within the City jurisdiction completed during the fiscal year.

The required expenditure for this coming FY year contract is \$30,779.00, which is \$946 more than last year's contract due to increases in the following unit costs:

Activity	2023-2024 Cost Per Unit	2024-2025 Cost Per Unit
Complaint Investigations Flat Rate-per Capita 2020 Census	\$0.34	\$0.35
Source Inspections – Grease Traps	\$101.00	\$106.00
Surface Water Sampling (Collect and lab testing)	\$1,206.00	\$1,224.00

The costs will be paid out of the Public Works' FY24/25 annual operational budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Administration of the contract will satisfy the requirements found under the Texas Water Code, which outlines specific requirements and responsibilities of a water pollution control abatement program.

RECOMMENDATIONS

Staff recommends that City Council approve the contract and authorize the Mayor to execute the contract with the Galveston County Health District for the water pollution control and abatement services.

ATTACHMENTS

1. FY25 Water Agreement - Friendswood

Contractual Agreement
For the
City of Friendswood

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

THIS AGREEMENT is made and entered into by and between the City of Friendswood (hereinafter "CITY"), with its principal office at 910 South Friendswood Drive, Friendswood, Galveston County, Texas 77546 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Galveston County, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the Galveston County Health District.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☐ **Source Inspections** - Publicly Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒ **Source Inspections** - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the REPONSIBLE PERSON, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and

substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

ARTICLE V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principal office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Steve Vavrecka
Director of Public Works
City of Friendswood
15355 Blackhawk Blvd
Friendswood, Texas 77546

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson
Manager - Air & Water Pollution
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

ARTICLE IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,

- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees that it will indemnify and require its subcontractors to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S or subcontractor's failure to maintain adequate general liability insurance or worker's compensation coverage required by this AGREEMENT or as required by governing law.

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regard to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVII

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or his designee has the

authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVI

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2024 and shall continue in full force until September 30, 2025, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF FRIENDSWOOD

Willlliam Lewis
Chief Operating Officer

Mike Foreman
Mayor

Date

Date

Attachment A: Contract Pricing

City of Friendswood October 1, 2024 - September 30, 2025			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2020 Census	41,213	\$0.35	\$14,425
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	0	\$0	\$0
Source Inspections - Grease Traps	85	\$106	\$9,010
Surface Water Sampling (collect and lab testing)	6	\$1,224	\$7,344
Total			\$30,779

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: October 7, 2024

Date submitted: 08/19/2024

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 XI" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

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 eleventh set for fiscal year 2023-2024.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. XI
2. FY24 BA XI Exhibit A 2024-10-07 v2
3. FY24 BA XI Exhibit B 2024-10-07

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 XI" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR 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 XI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment XI 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 on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2023-2024
Budget Amendment XI
October 7, 2024**

1. **Texas Municipal Clerks Association – City Secretary’s Office, \$500.** Appropriate scholarship funds received from the Texas Municipal Clerks Association. Linda Newsted was awarded a scholarship to cover a portion of her training and travel expenses to attend the Public Funds Investment Seminar. The funds will be appropriated to the City Secretary’s Office travel expenses and reimbursements account.
2. **Employee Classification, Compensation, and Benefits Study, \$73,000.** Appropriate funds for a compensation study provided by JER HR Group, LLC. The City entered into a contract with JER HR Group, LLC on April 3, 2024, to provide a comprehensive employee classification, compensation, and benefit study. Funding for the contract will be unassigned general fund balance.
3. **Police Department – Damage Reimbursement, \$990.** Appropriate funds received for damages related to P440, which was damaged in an accident on August 3, 2024. The City received funds directly from the individual involved in the accident to reimburse the City for repairs. Funds will be appropriated to the Patrol division’s vehicle maintenance account.
4. **Police Department – Insurance Reimbursement, \$8,590.** Appropriate insurance reimbursement from TML-IRP for damages received to P440, which was damaged in an accident on July 8, 2024. Funds will be appropriated to the Patrol division’s vehicle maintenance account.
5. **Homeland Security Grant Program – State Homeland Security Program (SHSP), \$6,360.** Appropriate grant funds received from the Homeland Security Grant Program-SHSP for the purchase of tactical combat casualty care training equipment. The grant was awarded to the City of Friendswood in October 2023. The funding will reimburse the Department of Emergency Services’ operating equipment account.
6. **Parks & Recreation – Radio Equipment, 17,072.*** Appropriate funds for the replacement of radio equipment for the Parks and Recreation department. The current radio equipment is outdated and no longer accepting software updates. The funding source will be unassigned general fund balance.
7. **Keep Friendswood Beautiful – Spring Sparkle, \$1,399.** Appropriate funds received from the KFB Spring Sparkle event held on April 13, 2024. The funds will be appropriated to Keep Friendswood Beautiful division’s landscaping account.
8. **Stevenson Park Restroom Remodel and Repair, \$84,434.*** Appropriate funds for a restroom remodel at Stevenson Park. The large pavilion restrooms at Stevenson Park needed extensive remodel to bring the restroom up to an acceptable standard for the public. The City entered into an agreement with Construction Masters on May 2, 2024, for the necessary work. The funding source will be unassigned general fund balance.
9. **Friendswood City Center Development Drainage Project, \$428,151.** Appropriate funds for the fifth and final 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 FM528, 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 2023 General Obligation Improvement Bonds.

10. **Economic Development Agreement – TBH Holding Group, LLC, \$25,000.** Appropriate funds for an Economic Development Agreement between the City of Friendswood and TBH Holding Group, LLC for their business located at 104 Whispering Pines. The agreement was approved by City Council at the January 8, 2024, meeting. The funding source will be unassigned general fund balance.

*Deferred Maintenance

City of Friendswood				
October 7, 2024				
2023-2024 Budget Amendment XI - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-38000		Appropriate TMCA scholarship received for L. Newsted, CSO	(500)
1	001-0201-411.7520		Appropriate TMCA scholarship received for L. Newsted, CSO	500
2	001-0000-30500		Appropriate unassigned general fund balance for JER HR Group compensation study	(73,000)
2	001-0610-415.7800		Appropriate unassigned general fund balance for JER HR Group compensation study	73,000
3	001-0000-38000		Appropriate proceeds received for damages to P440	(990)
3	001-2120-421.6300	P440	Appropriate proceeds received for damages to P440	990
4	001-0000-38310		Appropriate TML-IRP insurance proceeds for damages received to P440	(8,590)
4	001-2120-421.6300	P440	Appropriate TML-IRP insurance proceeds for damages received to P440	8,590
5	001-0000-33136		Appropriate Homeland Security Grant Program proceeds for the purchase of EMS Equipment	(6,360)
5	001-2510-422.5800	G00085	Appropriate Homeland Security Grant Program proceeds for the purchase of EMS Equipment	6,360
6	001-0000-30500		Appropriate unassigned general fund balance for the purchase of radios in the Parks department*	(17,072)
6	001-6401-451.8800		Appropriate unassigned general fund balance for the purchase of radios in the Parks department*	17,072
7	001-0000-38600		Appropriate donations received from KFB Spring Sparkle event to the KFB landscaping account	(1,399)
7	001-6424-458.6210		Appropriate donations received from KFB Spring Sparkle event to the KFB landscaping account	1,399
8	001-0000-30500		Appropriate unassigned general fund balance for Stevenson Park restroom repair & remodel*	(84,434)
8	001-7001-456.8140		Appropriate unassigned general fund balance for Stevenson Park restroom repair & remodel*	84,434
9	258-0000-30100		Appropriate 2023 General Obligation Improvement Bonds for drainage improvements for the Friendswood City Center Public Utility Improvement District Draw #5	(428,151)
9	258-7001-431.8530		Appropriate 2023 General Obligation Improvement Bonds for drainage improvements for the Friendswood City Center Public Utility Improvement District Draw #5	428,151
10	001-0000-30500		Appropriate unassigned general fund balance for Economic Development Agreement with TBH Holding Group, LLC.	(25,000)
10	001-0303-419.7921		Appropriate unassigned general fund balance for Economic Development Agreement with TBH Holding Group, LLC.	25,000
*Deferred Maintenance				

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: October 7, 2024

Date submitted: 09/23/2024

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

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment I" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the first set for fiscal year 2024-2025.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. I
2. FY25 BA I Exhibit A 2024-10-07v2
3. FY25 BA I Exhibit B 2024-10-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT I" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2024-25, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2024-25"; 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 2024-25; 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 2024-25" is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment I shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

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 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2024-2025
Budget Amendment I
October 7, 2024**

1. **Youth Diversion Personnel Costs, \$35,837.** Appropriate funds for personnel costs in Municipal Court for youth diversion services. Municipal Court promoted an employee to a newly created deputy director position to be funded in the General Fund. Funding for the promotion will be created by moving half of the personnel costs for the Court Juvenile Case Manager from the General Fund to the Municipal Court Fund. The funding source will be Municipal Court fund balance restricted for youth diversion services.
2. **City Secretary's Office – Temporary Employee, \$13,200.** Appropriate funds for temporary staffing in the City Secretary's Office. The City Secretary's Office is short-staffed due to personnel on leave. A staffing agency is providing temporary service during this time. The funding source will be unassigned general fund balance.
3. **Parks & Recreation – H-E-B Lighted Plaza Sponsorship, \$5,000.** Appropriate sponsorship received from H-E-B. The funds will go towards additional lighting, signage, and banners at the Plaza in Stevenson Park for the Santa & Lighted Trail program. Funds will be appropriated to the Recreation division's community events/program account.
4. **Animal Control Donations, \$548.** Appropriate donations received in FY2024. Donations received are used for community events and promotional outreach supplies. The funds will be appropriated from unassigned general fund balance to the Animal Control Division's operating supplies account.

City of Friendswood				
October 7, 2024				
2024-2025 Budget Amendment I - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	150-0000-30500		Appropriate Municipal Court fund reserves for youth diversion personnel costs	(35,837)
1	150-0901-412.4110		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Salaries & Wages	23,796
1	150-0901-412.4145		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Incentive - Certificate Pay	900
1	150-0901-412.4710		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Social Security/Medicare	1,890
1	150-0901-412.4720		Appropriate Municipal Court fund reserves for youth diversion personnel costs - TMRS Retirement	4,123
1	150-0901-412.4810		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Health/Dental Insurance	4,895
1	150-0901-412.4820		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Life Insurance	71
1	150-0901-412.4830		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Disability Insurance	104
1	150-0901-412.4840		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Worker's Comp Insurance	29
1	150-0901-412.4850		Appropriate Municipal Court fund reserves for youth diversion personnel costs - EAP Services	26
1	150-0901-412.4890		Appropriate Municipal Court fund reserves for youth diversion personnel costs - Flex Plan Administration	3
2	001-0000-30500		Appropriate unassigned general fund balance for temporary employee in CSO	(13,200)
2	001-0201-411.7800		Appropriate unassigned general fund balance for temporary employee in CSO	13,200
3	001-0000-34772		Appropriate HEB Sponsorship received in FY24 for 2024 Santa in the Park event	(5,000)
3	001-6420-452.7910	SANTA	Appropriate HEB Sponsorship received in FY24 for 2024 Santa in the Park event	5,000
4	001-0000-30500		Appropriate prior year donations received in FY24 for Animal Control to the operating supplies account	(548)
4	001-2150-441.5400	DNAC	Appropriate prior year donations received in FY24 for Animal Control to the operating supplies account	548

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: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Consider on second and final reading an ordinance renaming Mills Drive to Mills Lane.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 1981, via Ordinance No. 80-09, the City Council named that portion of Richmond Drive in the Central Park Subdivision as Mills Drive. Over time, the name of such roadway has become known as Mills Lane.

A uniform road name for the City and other emergency service providers is vital to the health, safety and welfare of the citizens of the City of Friendswood as well as the general public. Since the City not only has exclusive authority over its roadways but also has the authority to adopt, amend and repeal any ordinance, rule or regulation necessary to carry-out its powers, City staff believes that changing the name of the roadway from Miller Drive to Miller Lane is appropriate and in the public interest.

Council approved the first reading of this proposed ordinance on September 9, 2024. This is the second and final reading of this proposed ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Street Name
2. Ordinance No. 80-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, RENAMING MILLS DRIVE TO MILLS LANE; AND PROVIDING FOR THE
EFFECTIVE DATE THEREOF.

WHEREAS, in 1981 via Ordinance No. 80-09, the City Council named that portion of Richmond Drive in the Central Park Subdivision as Mills Drive; and

WHEREAS, over time, the name of such roadway has become known as Mills Lane, not Mills Drive; and

WHEREAS, a uniform road name for the City and other emergency service providers is vital to the health, safety and welfare of the citizens of the City of Friendswood as well as the general public; and

WHEREAS, Section 551.001 of the Texas Local Government Code provides that the City Council may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Section 311.001 of the Texas Transportation Code provides that municipalities have exclusive control over and under the public highways, streets and alleys of the City; and

WHEREAS, in order to protect the citizens and visitors of the City of Friendswood and to ensure that first responders have identical street name information, the City Council finds that it is in the public interest to change the street name of Mills Drive to Mills Lane; NOW THEREFORE,

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

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Friendswood, Texas.

Section 2. That to ensure public safety, the City Council of the City of Friendswood hereby changes the name of Mills Drive to Mills Lane.

Section 3. That the City Manager is authorized and directed to cause the installation of proper street signs and to amend City maps to reflect the above-described name change.

Section 4. That this resolution shall be effective immediately upon its passage and approval by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER City Attorney

ORDINANCE NO. 80/9

AN ORDINANCE CHANGING THE NAMES OF CERTAIN PUBLIC STREETS IN
THE CITY OF FRIENDSWOOD, TEXAS.

* * * *

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

Section 1. The names of the following public streets in
the City of Friendswood, Texas, are changed as follows:

a. That portion of A Bar Street located in Mustang
Meadows Subdivision, Section I, is hereby changed to Fencepost
Road; and

b. That portion of B Bar Street located in Mustang
Meadows Subdivision, Section I, is hereby changed to Saddle
Drive; and

c. That portion of D Bar Street located in Mustang
Meadows Subdivision, Section I, is hereby changed to Horseshoe
Drive; and

d. That portion of Richmond Drive located in
Central Park Subdivision between Sunset Drive and Greenbriar
Drive is hereby changed to Mills Drive; and

e. That portion of Larkspur Drive located in Green-
briar Acres Subdivision is hereby changed to Evergreen Drive.

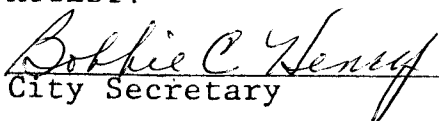
PASSED AND APPROVED on first reading this 16th day of
June, 1981.

PASSED AND APPROVED on second reading this 7th day of
July, 1981.

PASSED AND APPROVED on third reading this 21st day of
July, 1981.


Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM

City Attorney

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: October 7, 2024

Date submitted: 09/03/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance on second and final reading amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to add fees for Emergency Medical Service's patient medical records.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On October 1, 2024, the Friendswood Volunteer Fire Department will transfer its Emergency Medical Service ("FVFD") operations to the City of Friendswood. Such transfer will include all medical records maintained by the FVFD whereby persons desiring medical records of the FVFD and the City will be processed by the City. In order to recover a portion of the cost of providing such records to those who have a right of access to the same, the ordinance proposes fees that are in line with those found in the Texas Administrative Code but allows patients to obtain paper copies at no charge, which is consistent with the current practice of the FVFD.

This item was considered and passed by the City Council on first reading at its meeting held on September 9, 2024. This is the second and final reading of the ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. Ordinance - Appendix D - EMS Fees
- 2. EMS Record Fees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO ADD FEES FOR EMERGENCY MEDICAL SERVICE RECORDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, on October 1, 2024, the Friendswood Volunteer Fire Department ("FVFD") will transfer its Emergency Medical Service operations to the City of Friendswood; and

WHEREAS, such transfer will include all medical records maintained by the FVFD whereby persons desiring medical records of the FVFD and the City will be processed by the City; and

WHEREAS, in order to recover a portion of the cost of providing such records to those who have a right of access to the same, the City Council deems it necessary to include in its fee schedule the cost of providing medical records as set forth in this ordinance; NOW THEREFORE,

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

Section 1. That the facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. That the schedule of fees in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to add fees for emergency medical service records, which fees shall be set as follows:

APPENDIX D. SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description	Amount	Code Section
...		
Emergency Medical Services		
(1) Services		
a. Advanced Life Support (ALS) Transport	\$1,300.00	
b. Advanced Life Support (ALS) - 2 Transport	\$1,500.00	
c. Basic Life Support (BLS) Transport	\$1,200.00	
d. Advanced Life Support (ALS) Disposables (Flat Rate)	\$400.00	
e. Basic Life Support (BLS) Disposables (Flat Rate)	\$200.00	
f. Oxygen	\$125.00	
g. Specialty Care Transport (SCT)	\$1,883.00	

Description		Amount	Code Section
h. Treat No Transport (TNT)		\$250.00	
i. Ground Mileage (per mile)		\$23.00	
(2) EMS Records – Paper Copies (Patients)		N/C	
(3) EMS Records – Paper Copies (Non-Patients)			
a. First 15 pages (flat fee)		\$20.00	
b. Pages 16 to 20 (per page)		\$1.00	
c. Pages 20 to 400 (per page)		\$0.50	
d. Pages 401 and up (per page)		\$0.25	
e. Mailing, shipping or delivering		Actual Cost	
(4) EMS Records – Digital or Electronic Medium			
a. 500 pages or less		\$25.00	
b. More than 500 pages		\$50.00	
c. Mailing, shipping or delivering		Actual Cost	
(5) Miscellaneous Other Fees			
a. Affidavit or Certification		\$5.00	
b. Written responses to a written set of questions (per set)		\$10.00	

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 4. 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 5. 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 6. This ordinance shall become effective from and after its date of final adoption and its publication, as provided by law.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

ATTEST:

MIKE FOREMAN, Mayor

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER City Attorney

EMS Record Fees

Description		FVFD Fees	Proposed Fees
Emergency Medical Services – Records			
(1)	EMS Records – Paper Copies (Patients)	N/C*	N/C
(2)	EMS Records – Paper Copies (Non-Patients)		
a.	First 15 pages (flat fee)	\$40.00	\$20.00
b.	Pages 16 to 20 (per page)		\$1.00
c.	Pages 20 to 400 (per page)		\$0.50
d.	Pages 401 and up (per page)		\$0.25
e.	Mailing, shipping or delivering		Actual Cost
(3)	EMS Records – Digital or Electronic Medium		
a.	500 pages or less	\$40.00	\$25.00
b.	More than 500 pages		\$50.00
c.	Mailing, shipping or delivering		Actual Cost
(4)	Miscellaneous Other Fees		
a.	Affidavit or Certification	N/C	\$5.00
b.	Written responses to a written set of questions (per set)	N/C	\$10.00

*No charge for residents.

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: October 7, 2024

Date submitted: 08/08/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution amending Resolution Nos. R2008-54 and R2008-103 to further define improvements that are eligible for incentives in Neighborhood Empowerment Zone #1 and to refine the incentives available.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Neighborhood empowerment zones may be created in targeted areas within a municipality to provide incentives for development within the zone. The City of Friendswood established such a zone in the Downtown District in 2008. The following summarizes actions that the City Council has taken regarding Neighborhood Empowerment Zone #1 (the "Zone"):

Date	Ordinance / Resolution	Council Action
06/16/2008	Res. R2008-54	Council created Neighborhood Empowerment Zone #1 in the City's Downtown District and provided the following incentives for eligible developments within the Zone: 1. waiver of certain building, zoning, park dedication, and platting fees, 2. waiver of water and wastewater impact fees, and 3. tax abatements in accordance with the City's tax abatement policy.
10/20/2008	Ord. 2008-30	Council amended boundaries of the Downtown District.
12/15/2008	Res. R2008-103	Council expanded the Zone, provided that the geographic area of the Zone would expand as the Downtown District expanded, and established the following incentives properties within the Zone if zoned Downtown District for for-profit businesses: Area A 1. waiver of certain building, zoning, park dedication, and platting fees and 2. waiver of water and wastewater impact fees Area B if sidewalk or façade improvements in accordance with downtown district guidelines were incorporated into the development 1. waiver of certain building, zoning and platting fees and 2. waiver of water and wastewater impact fees. Other Developments on properties not zoned Downtown District could also receive these same incentives if they incorporated sidewalks and façade improvements into their overall development plan.
05-06-2019	Ord 2019-16	Council amended boundaries of the Downtown District.

The proposed resolution:

1. removes the Area designations so that incentives will be the same throughout the Zone;
2. limits the incentives to the waiver of only the following fees:
 - a. zone change fees,
 - b. plat fees, and
 - c. site plan fees,

provided the development (i) incorporates the Downtown District Amenities into the development, (ii) is to be used as a commercial for-profit purpose, and (iii) is zoned Downtown District (DD):

- 3. removes incentives for developments that are not zoned Downtown District (DD).

The Community and Economic Development Committee (CEDC) reviewed this item at its August 7th and October 2nd meetings and recommended these changes.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

CEDC recommended approval.

ATTACHMENTS

- 1. Resolution - Neighborhood Empowerment Zone #1 Amendments
- 2. Exhibit A - NEZ #1 Boundaries

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING RESOLUTION NOS. R2008-54 AND R2008-103 TO FURTHER DEFINE IMPROVEMENTS THAT ARE ELIGIBLE FOR INCENTIVES IN NEIGHBORHOOD EMPOWERMENT ZONE #1 AND TO REFINE THE INCENTIVES AVAILABLE; REPEALING RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 16, 2008, after making the requisite findings, the City Council of the City of Friendswood created Neighborhood Empowerment Zone #1 (the "Zone") via Resolution No. R2008-54 to increase economic development in the Zone; and

WHEREAS, the City Council amended the Downtown District Boundary via Ordinance No. 2008-30; and

WHEREAS, thereafter, on December 15, 2008, the City Council of the City of Friendswood expanded the Zone's geographical boundaries via Resolution No. R2008-103 in accordance with Ordinance 2008-30 to include any current and future properties that are zoned Downtown District (DD) within the Downtown District and made provisions for projects to be eligible for certain incentives; and

WHEREAS, the City Council amended the Downtown District Boundary again via Ordinance No. 2019-16; and

WHEREAS, the City Council desires to further define improvements that are eligible for incentives in the Zone; NOW THEREFORE,

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

Section 1. That the City Council hereby amends Section 1 of Resolution No. R2008-54, dated June 16, 2008, and Section 1 of Resolution No. 2008-103 dated December 15, 2008, to establish the boundaries of the Zone as depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes. Furthermore, the Zone shall be automatically expanded to include future properties that are zoned Downtown District (DD) by the City Council.

Section 2. That the City Council hereby amends Section 4 of Resolution No. R2008-54, dated June 16, 2008, and Section 2 of Resolution No. 2008-103 dated December 15, 2008, to read as follows:

The City Council hereby declares that the following incentives will be provided within the Zone:

The City shall waive one hundred percent (100%) of all applicable zone change fees, plat fees, and site plan fees for new developments or developments that have lost their nonconformity as further defined in Appendix C, Subsection 6.D of the Friendswood City Code, if such developments:

- (1) incorporate the Downtown District Amenities, found in Appendix E of the City's Design Criteria Manual, into their development,
- (2) are used as commercial for-profit purposes, and
- (3) are zoned Downtown District (DD).

Section 3. That the City Council hereby repeals Section 3 of Resolution No. R2008-103 in its entirety.

Section 4. That Resolution Nos. R2008-54 and R2008-103 and all other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

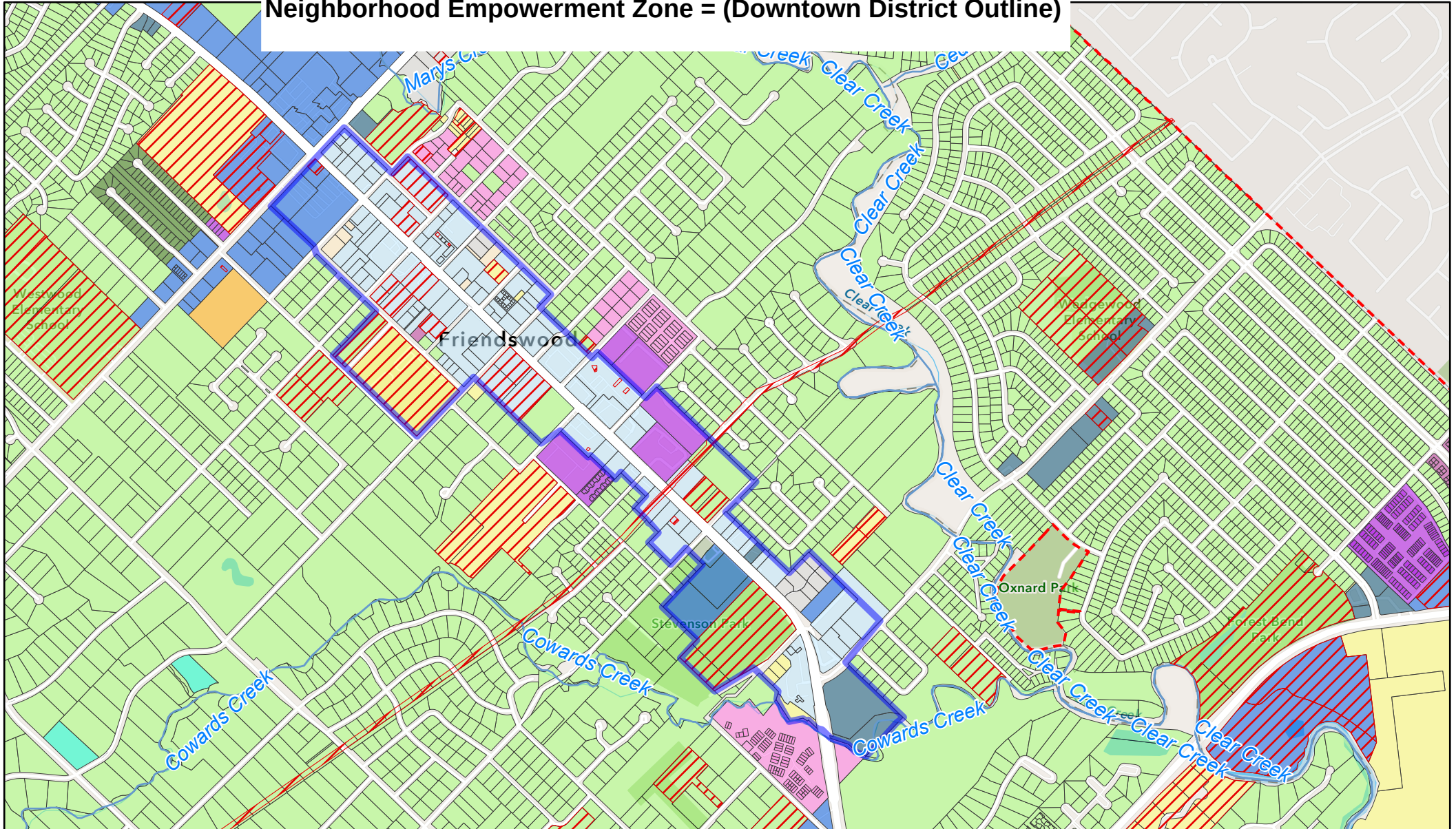
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

Neighborhood Empowerment Zone = (Downtown District Outline)



8/8/2024, 3:09:03 PM

City Limit

Downtown District Outline

Surrounding Cities

Specific Use Permit

Water Lines

Zoning by Parcel

CSC

DD

LI

GHD

MFR-H

MFR-L

MFR-M

MHR

NC

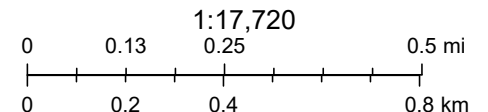
NO ZONING

OPD

PUD

SFR

SFR-E



Esri Community Maps Contributors, City of Houston, HPB, Texas Parks & Wildlife, 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: October 7, 2024

Date submitted: 04/01/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution accepting the Preliminary Service and Assessment Plan for authorized improvements within the Friendswood City Center Public Improvement District and setting a public hearing on the proposed levy of assessments.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On January 8, 2024, via Resolution No. 2024-01, the City Council created the Friendswood City Center Public Improvement District, consisting of approximately 126 acres in Friendswood, Harris County, Texas, to be developed as mixed use (the "PID"). At that time, the City Council directed the preparation of a preliminary service and assessment plan for the financing of certain public improvements in the PID.

This proposed resolution:

1. accepts the preliminary service and assessment plan (the "Plan"), which
 - defines the annual indebtedness and the projected costs of the authorized public improvements within the PID; and
 - includes assessment plans and an assessment roll that apportion the cost of the public improvements to be assessed against property within the District based upon the special benefits accruing to the property; and
2. calls a public hearing regarding the proposed levy of assessments, which, in accordance with law,
 - will be published in the City's official newspaper; and
 - will sent to property owners within the PID.

The Plan is on file with the City Secretary for public inspection. Should Council adopt the proposed resolution, the public hearing will be held on November 4, 2024, at 5:30 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Accepting PSAP - Friendswood City Center PID
2. Exhibit B - Preliminary Service and Assessment Plan - Friendswood City Center PID

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Friendswood, Texas (the "City"), received a Petition requesting the establishment of a PID (to be known as the "Friendswood City Center Public Improvement District") (the "District") within the corporate limits of the City which was signed by the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment and the record owners of more than fifty percent (50%) of the area of all taxable real property within the proposed boundaries of the District that was liable for assessment, and as such, the Petition complied with the Public Improvement District Assessment Act (the "Act"); and

WHEREAS, after publication and mailing of notice of a public hearing on the creation of the District and after conducting a public hearing, the City Council approved the creation of the District on January 8, 2024, via Resolution No. 2024-01; and

WHEREAS, the District is to be developed as a mixed-use development within the City; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a preliminary service and assessment plan for the financing of certain public improvements within the District (the "Authorized Improvements"); and

WHEREAS, the preliminary service and assessment plan, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes, (the "Preliminary Plan") covers a period of at least five years and defines the annual indebtedness and the projected costs of the Authorized Improvements within the District; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the costs of the Authorized Improvements to be assessed against property within the District, and such apportionment is made on the basis of special benefits accruing to the assessed property within the District because of the Authorized Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within the District (the "Assessment Roll"); and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Authorized Improvements for the District, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council; and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of assessments against such property in the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act; NOW THEREFORE,

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

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

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 5:30 p.m. on November 4, 2024, at the regular meeting place of the City, the City Council Chamber at Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546 to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan (the "Final Plan") and final Assessment Roll (the "Final Roll") for the District. After all objections made at such hearing have been heard, the City Council may (i) levy the assessments as special assessments against each parcel of property in the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments.

Section 3. Notice of Public Hearing. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act and substantially in the form, which is attached as Exhibit "A," and incorporated herein for all intents and purposes, shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Harris County Appraisal District.

Section 4. Participation at Public Hearing. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 5. Conducting the Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for the District and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Plan and the proposed Assessment Roll and the levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed

assessment on any parcel in the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the assessments as special assessments against each parcel of property in the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

Section 6. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 7. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the November 4, 2024, meeting of the City Council.

Section 8. Effective Date. 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 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"
CITY OF FRIENDSWOOD
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Friendswood, Texas, at 5:30 p.m. on November 4, 2024, at the regular meeting place of the City, the City Council Chamber at Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Friendswood City Center Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements; (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements, including trails and landscaping related thereto; (v) design, acquisition, construction, improvement, and other allowed costs related to firefighting facilities; (vi) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (v) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vii) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement (viii) payment of expenses incurred in the establishment, administration, and operation of the District; (ix) payment of expenses associated with financing such public improvement projects, which may include, but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (x) maintenance and operation expenses of the Authorized Improvements.

The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the District is \$100,000,000. The City will pay the costs of the Authorized Improvements with assessments levied on property within the District and other lawfully available funds of the City. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District include approximately 106.472 acres of land within the City of Friendswood, Texas, said property being situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described below.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the assessments to be levied against each parcel in the District, is available for public inspection at the office of the City Secretary, Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this ____ day of October, 2024.

/s/ Leticia Brysch
City Secretary

EXHIBIT "B"
PRELIMINARY SERVICE AND ASSESSMENT PLAN

Friendswood City Center Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

OCTOBER 7, 2024, VERSION 7.0



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

TABLE OF CONTENTS

Table of Contents	2
Introduction	4
Section I: Definitions	5
Section II: The District	14
Section III: Authorized Improvements	14
Section IV: Service Plan	23
Section V: Assessment Plan	23
Section VI: Terms of the Assessments	26
Section VII: Assessment Roll	34
Section VIII: Additional Provisions	34
Exhibits	36
Appendices	37
Exhibit A – District Boundary Map	38
Exhibit B-1 – Project Costs	39
Exhibit B-2 – Fire Station – Apportionment of Costs	40
Exhibit C – Service Plan	41
Exhibit D – Sources and Uses of Funds	42
Exhibit E – Maximum Assessment and Tax Rate Equivalent	43
Exhibit F – TIRZ Maximum Annual Credit Amount	44
Exhibit G-1 – Initial Major Improvement Assessment Roll	45
Exhibit G-2 – Additional Major Improvement Assessment Roll	46
Exhibit G-3 – Annual Installments	47
Exhibit H – Maps of Initial Major Improvements and Additional Major Improvements	48
Exhibit I – Form of Notice of PID Assessment Termination	66
Exhibit J – Debt Service Schedule for Initial Major Improvement Bonds	69
Exhibit K – District Boundary Description	70
Appendix A – Engineer’s Report	74
Appendix B – Buyer Disclosures	117
Friendswood City Center Public Improvement District Buyer Disclosure Initial Parcel	118
Friendswood City Center Public Improvement District Buyer Disclosure Lot Type 1	124
Friendswood City Center Public Improvement District Buyer Disclosure Lot Type 2	130

Friendswood City Center Public Improvement District Buyer Disclosure Lot Type 3	136
Friendswood City Center Public Improvement District Buyer Disclosure Lot Type 4	142
Friendswood City Center Public Improvement District Buyer Disclosure Lot Type 5	148

INTRODUCTION

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

On January 8, 2024, the City passed and approved Resolution No. R2024-01 authorizing the establishment of the District in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 106.472 acres located within the City, as described by the legal description on **Exhibit K** and depicted on **Exhibit A**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Rolls are contained in **Exhibit G-1 and Exhibit G-2**.

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner[s], (either directly or through affiliates), including : (1) the costs for the design, planning, administration/management, acquisition, installation, construction and/or implementation and dedication of such Authorized Improvements; (2) the fees paid for obtaining permits, zoning, licenses, plan approvals, inspections or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, legal, consulting, and other governmental fees, construction security, insurance premiums, directly related to the construction of the Authorized Improvements, and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owner[s].

“Additional Interest” means the amount collected by application of the Additional Interest Rate. Additional Interest is charged only upon the issuance of PID Bonds and is not charged on the Reimbursement Obligation.

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Additional Major Improvement Annual Installment” means the Annual Installment of the Additional Major Improvement Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest, if applicable; and (4) the pro rata portion of the Annual Collection Costs based on outstanding Additional Major Improvement Assessments, as shown on **Exhibit G-2**. The principal and interest amount of the Additional Major Improvement Assessment may be reduced by a portion of the TIRZ Annual Credit Amount, pursuant to Section V.

“Additional Major Improvement Assessments” means an assessment levied against the Assessed Property for the Additional Major Improvements and imposed pursuant to an Assessment Ordinance and the provisions hereof, as shown in the Additional Major Improvements Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and the PID Act, which Additional Major Improvement Assessments secure the Reimbursement Obligation.

"Additional Major Improvement Assessments Trigger Date" means that date upon which the Additional Major Improvement Assessments become due and payable which is the earlier of (i) the date on which the first bill is sent with the Additional Major Improvement Assessment subsequent to the issuance of PID Bonds secured by the Additional Major Improvement Assessments are issued and (ii) the date the first bill is sent with the Additional Major Improvement Assessment which date shall be no later than two years after the date on which the Assessment Ordinance levying the Additional Major Improvement Assessments is adopted.

"Additional Major Improvements" means those certain Authorized Improvements, the costs of which are allocated to the Additional Major Improvements Assessments, as described in **Section III.B** and shown on **Exhibit B-1**.

"Additional Major Improvement Bonds" means those certain "City of Friendswood Special Assessment Revenue Bonds" (Friendswood City Center Public Improvement District Additional Major Improvements Project) that are secured by the Additional Major Improvement Assessments.

"Additional Major Improvements Assessment Roll" means the assessment roll for the Assessed Property of the Additional Major Improvements, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, or in any Annual Service Plan Updates. The Additional Major Improvements Assessment Roll is included as **Exhibit G-2**.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year may be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment on an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of an Annual Installment may be reduced by the TIRZ Annual Credit Amount.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the for the Assessed Property, including the Initial Major Improvements Assessment Roll and Additional Major Improvements Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, or in any Annual Service Plan Updates. The Assessment Rolls are included as **Exhibit G-1** and **Exhibit G-2**.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, including Initial Major Improvements, the Additional Major Improvements, First Year Annual Collection Costs, and Bond Issuance Costs (if appropriate), as described in **Section III**, as shown on **Exhibit B-1**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of any series of PID Bonds.

“City” means the City of Friendswood, Texas.

“City Council” means the governing body of the City.

“City Contribution” means \$5,000,000 of City of Friendswood lawfully available funds expended by the City to pay a portion of the total costs of the Detention Improvements.

“Condo Regime” means a form of real property ownership that combines separate ownership of individual “units” with common ownership of other units.

“County” means Harris County, Texas.

“Delinquency and Prepayment Reserve Fund” means the funds established pursuant to the Indenture where the Additional Interest will be deposited.

“Delinquent Collection Costs” means costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Detention Improvements” means those Authorized Improvements consisting of drainage and detention facilities and improvements as set forth in Section III hereof.

“Development Agreement” means that certain Friendswood City Center Development Agreement between the Developer and the City dated January 22, 2024.

“Developer” means Madison Development Corporation, LLC, a Texas limited liability company and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“District” means the Friendswood City Center Public Improvement District containing approximately 106.472 acres located within the City, as generally depicted on **Exhibit A**, and described on **Exhibit K**.

“Engineer’s Report” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with builders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Fire Station” means the fire station to be located within the District and as further described in the Development Agreement.

“First Year Annual Collection Costs” means the Annual Collection Costs associated with the first year of the District.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

“Initial Major Improvements” means those certain Authorized Improvements, the costs of which are allocated to the Initial Major Improvements Assessments, as described in **Section III.A** and shown on **Exhibit B-1**.

“Initial Major Improvement Annual Installment” means the Annual Installment of the Initial Major Improvement Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest, if applicable and; (4) the pro rata portion of the Annual Collection Costs based on the outstanding Initial Major Improvement Assessments as shown on **Exhibit G-1**. The principal and interest amount of the Initial Major Improvement Assessment may be reduced by a portion of the TIRZ Annual Credit Amount, pursuant to Section V.

“Initial Major Improvement Assessment Roll” means the assessment roll for the Assessed Property of the Initial Major Improvements, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, or in any Annual Service Plan Updates. The Additional Major Improvements Assessment Roll is included as **Exhibit G-1**.

“Initial Major Improvement Assessments” means an assessment levied against the Assessed Property for the Initial Major Improvements and imposed pursuant to an Assessment Ordinance and the provisions hereof, as shown in the Initial Major Improvements Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and the PID Act, which Initial Major Improvement Assessments secure the Initial Major Improvement Bonds.

“Initial Major Improvement Bonds” means those certain “City of Friendswood Special Assessment Revenue Bonds, Series 2024 (Friendswood City Center Public Improvement District Initial Major Improvements Project) that are secured by the Initial Major Improvement Assessments.

“Initial Parcel” means all of the Assessed Property within the District against which the entire Initial Major Improvement Assessments and the Additional Major Improvement Assessments for the District are levied, as shown on the Assessment Roll attached as **Exhibit G-1**.

“Landowner Consent” means any “Landowner Consent” effective as of the date of each Assessment levy delivered by each landowner of Assessed Property at the time of an Assessment levy.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; (2) a tract of land is described as a “lot” in a recorded instrument containing covenants, restrictions, and/or conditions for any portion of the District; (3) for any portion of the District for which a subdivision plat has not been recorded in the Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat; and (4) if a Condo Regime has been filed for any portion of the District, any unit of ownership included within the Condo Regime. A “Lot” may also include a tract of land upon which a condominium will be impressed creating condominium units but shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat or condominium unit.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g., lot size, land use classification, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means Assessed Property intended for use as inline retail or food retail within the District, as provided by the Owner. The buyer disclosures for Lot Type 1 is attached as **Appendix B**.

“Lot Type 2” means Assessed Property intended for mixed use within the District, as provided by the Owner. The buyer disclosure for Lot Type 2 is attached as **Appendix B**.

“Lot Type 3” means Assessed Property intended for use as a hotel within the District, as provided by the Owner. The buyer disclosure for Lot Type 3 is attached as **Appendix B**.

“Lot Type 4” means Assessed Property intended for use as office/medical space within the District, as provided by the Owner. The buyer disclosure for Lot Type 4 is attached as **Appendix B**.

“Lot Type 5” means Assessed Property intended to be developed as multi-family housing with a corridor of retail within the District, as provided by the Owner. The buyer disclosure for Lot Type 5 is attached as **Appendix B**.

“Maximum Assessment” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit E**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Notice of PID Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit I**.

“Owner” or **“Owners”** means Madison Development Corporation, LLC, Lone Star Campus R1, LLC, Tima Holdings, LLC, Hill Gage Development Corporation, LLC, and Ajay K. Jain and any successors or assigns thereof.

“Parcel” or **“Parcel(s)”** means a specific property within the District identified by either a tax parcel identification number assigned by the Harris Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

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

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Annual Collection Costs, to the date of Prepayment.

“Recorded Declaration” means the Declaration filed and recorded in the official public records of the County.

“Reimbursement Agreement” means the Friendswood City Center Public Improvement District Reimbursement Agreement between the City and the Developer dated November 4, 2024 pursuant to which the City agrees to levy the Additional Major Improvement Assessments on the Assessed Property in the District and all or a portion of such Additional Major Improvement Assessments are paid to the Developer to reimburse the Actual Costs of the Additional Major Improvements.

“Reimbursement Obligation” means the principal amount not to exceed \$17,822,000 to be paid to the Developer for the costs of the Additional Major Improvements pursuant to the Reimbursement Agreement, which amount is secured by the Initial Major Improvement Assessments.

“Service and Assessment Plan” means this Friendswood City Center Public Improvement District Service and Assessment Plan, as updated, amended, or supplemented from time to time.

“Service Plan” means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

“TIRZ” means Reinvestment Zone Number One, City of Friendswood.

“TIRZ Administrative Costs” means those reasonable costs paid or incurred by or on behalf of the City to create and/or administer the TIRZ.

“TIRZ Agreement” means the TIRZ Agreement – Friendswood City Center PID, effective as of [DATE].

“TIRZ Annual Credit Amount” is defined in **Section V.E**, which amount shall not annually exceed the TIRZ Maximum Annual Credit Amount, and which shall be transferred from the TIRZ Fund to the applicable pledged revenue fund pursuant to the TIRZ Project Plan.

“TIRZ Fund” means the tax increment fund created pursuant to the TIRZ Ordinance where TIRZ Revenues are deposited annually.

“TIRZ Maximum Annual Credit Amount” means for each Lot Type, the amount of TIRZ Revenues that results in an equivalent tax rate of \$2.34 per \$100 of assessed value for such Lot Type taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of each applicable Assessment levied on each Lot Type, based on Estimated Buildout Value at the time the City Council approves each Assessment Ordinance levying each respective Assessment, as shown on **Exhibit F**. the Estimated Buildout Value per Lot Type is shown on **Exhibit E**.

“TIRZ Ordinance” means Ordinance No. 2023-31 adopted by the City Council on December 4, 2023, which approved the creation of Reinvestment Zone Number One and authorized the use of TIRZ Revenues for project costs under the Chapter 311, Texas Tax Code, as amended, and related to certain public improvements as provided in the TIRZ Project Plan.

“TIRZ Project Plan” means the Reinvestment Zone Number One, City of Friendswood Final Project and Reinvestment Zone Financing Plan, as periodically amended and updated.

“TIRZ Revenues” mean, for each year, the amounts which are deposited in the TIRZ Fund pursuant to the Development Agreement, the TIRZ Ordinance, and TIRZ Project Plan.

“Trustee” means the trustee or successor trustee under an Indenture.

[Remainder of page intentionally left blank.]

SECTION II: THE DISTRICT

The District includes approximately 106.472 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K**, and depicted on **Exhibit A**. Development of the District is anticipated to include approximately 76,408 square feet of building space as inline retail or food retail (Lot Type 1), 268,800 square feet of building space as mixed use (Lot Type 2), an approximately 115 keys hotel with convention space (Lot Type 3), 194,050 square feet of office/medical building space (Lot Type 4), and approximately 750,000 square feet of multifamily that includes a corridor of retail (Lot Type 5).

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City unless otherwise noted. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Initial Major Improvements

I. Roadway Improvements

▪ *FM 528 Traffic Improvements*

Signalization improvements at F.M. 528 and Townes Rd. include upgrading the existing flashing traffic signal to full operation to current Texas Department of Transportation specifications. Includes the addition of a southbound left turn lane on Townes Rd. to balance the new (widening) approach to F.M. 528 northbound from the new development.

Includes signalization improvements at F.M. 528 and Blackhawk Blvd. consisting of upgrades to the existing traffic signal to full operation to current Texas Department of Transportation specifications with a new south leg of the intersection, and addition of southbound left turn lane at West Bay Area Blvd. where it meets with the extension of Blackhawk Blvd. to balance the new widening approach to F.M. 528 for access management purposes. The signalization improvements will be owned and operated by the TxDOT and will provide benefit to each Lot within the District.

- *Phase 1 Blackhawk Boulevard Improvements*

Improvements include 4 lane arterial street construction to serve as an extension of the existing Blackhawk Boulevard from F.M. 528 to the southern point of the roundabout at Larrabee Way and Blackhawk Boulevard and includes the construction of the roundabout. The extension will provide connection to Larrabee Way, as well as multiple local streets and is calculated to be approximately 3,512 square yards of roadway construction. Also includes the addition of a southbound left turn lane on Blackhawk Blvd. to balance the new (widening) approach to F.M. 528 for access management purposes. The Phase 1 Blackhawk Boulevard Improvements will provide benefit to each lot within the District.

- *Phase 1 Townes Road Improvements*

Includes the construction of 4,276 square yards of reinforced concrete street to include subgrade and a roundabout at the intersection of Townes Road and Larrabee Way, that serves as a continuation of the existing Townes Road located north of F.M. 528. The construction of the new section will begin at F.M. 528 and terminates at Larrabee Way at the southern end of the roundabout at Larrabee Way. The street improvements will provide benefit to each Lot within the District.

- *Phase 1 Madison Avenue Improvements*

Includes the construction of 1,543 square yards of a reinforced concrete street to include subgrade that will provide 2 travel lanes beginning at F.M. 528 and terminating at the 4-way stop at Larrabee Way. The street improvements will provide benefit to each Lot within the District.

- *Larrabee Way Improvements*

Includes the construction of 2 lanes, 12,275 square yards, of a reinforced concrete street to include subgrade which will transverse perpendicular to Madison Avenue and includes a 4-way stop at the intersection of Madison Avenue and Larrabee Way. The street improvements will provide benefit to each Lot within the District.

II. Earthwork, Paving and Grading

- *Phase 1 Earthwork, Paving and Grading*

Improvements include erosion control measures, earthwork, subgrade stabilization, concrete pavement with curb, concrete sidewalk with ADA ramps, signage, lighting, and construction testing relating to the street and roadway improvements described above. Improvements also include the excavation related to the Phase 1 Storm Drainage improvements, Detention Pond 1 and Detention Pond 2, along with the hauling and removal of dirt. In addition, there

will be sidewalk improvements for the benefit of walkability within the site, as well as better access from F.M. 528 for pedestrian traffic. Only a portion of the cost of earthwork, paving and grading will be funded by the Initial Major Improvement Assessment. The remaining costs will be paid from the City Contribution.

III. Clearing, Grubbing and Demolition

- *District Clearing, Grubbing and Demolition*

Includes light and heavy clearing for the construction and installation of the Initial Major Improvements to include heavy clearing for the construction of Detention Pond 1, along with the removal and disposal of 3" public force main and 12" public water line. The improvements are necessary for the construction of the Initial Major Improvements and will provide benefit to each Lot within the District. A portion of the costs of Clearing, Grubbing and Demolition is being funded with the City Contribution and approximately 27.07% of the costs of such improvements (\$873,609) is apportioned to the District as part of the Initial Major Improvements.

IV. Detention Improvements

- *Detention Pond 1*

Improvements Include the excavation and construction of Detention Pond 1, a 4' retaining wall cast in place, an 8' retaining wall cast in place, installation of a backslope interceptor and swale, application of fertilizer seeds for stabilization, dewatering, sheet piling, riprap, collection screen structure and haul and disposal of utility spoils. The Detention Pond 1 Improvements will provide benefit to each Lot within the District.

- *Detention Pond 2*

Improvements include the excavation and construction of Detention Pond 2, installation of a backslope interceptor and swale, and application of hydro mulch for stabilization. The Detention Pond 2 Improvements will provide benefit to each Lot within the District. A portion of the costs of Detention Pond 2 are being funded by the City Contribution and approximately 68.79% of the costs of such improvements (\$11,020,226) is apportioned to the District as part of the Initial Major Improvements.

- *Phase 1 Storm Drainage*

Improvements to include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, manholes and junction boxes, curb inlets, headwalls, testing and all necessary appurtenances required to provide drainage services from F.M. 528 and terminating at the point of the proposed bridge connection at Friendswood Link Road. The improvements will provide a benefit to all

Lots within the District.

V. Contingency

Estimated potential cost fluctuations for construction costs. The Contingency is calculated as 13% of the hard improvement costs for the Initial Major Improvements.

VI. Soft Costs

Costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, engineering, soil testing, consultant fees, project coordination, and survey. A portion of the soft costs are being funded by City Contribution and approximately 4.84% of the costs of such Initial Major Improvements (\$83,010) is apportioned to the Initial Major Improvements within the District.

B. Additional Major Improvements

I. Roadway Improvements

▪ *Phase 2 Blackhawk Boulevard Improvements*

Improvements include the continuation of the extension of the Phase 1 Blackhawk Boulevard Improvements, consisting of 17,711 square yards of reinforced concrete street and subgrade, from the southern point of the roundabout at Larrabee Way and Blackhawk Boulevard to West Bay Area Boulevard. Additionally, the improvements include the construction of a 4-lane bridge with 2 lanes for east and west bound on Blackhawk Boulevard. The Phase 2 Blackhawk Boulevard Improvements will provide benefit to each Lot within the District.

▪ *Phase 2 Townes Road Improvements*

Improvements include the construction of 4,723 square yards of reinforced concrete street and subgrade to serve as a continuation of the Phase 1 Townes Road Improvements from the roundabout at Larrabee Way and terminating at Bennett Boulevard. The Phase 2 Townes Road Improvements will provide benefit to each Lot within the District.

▪ *Phase 2 Madison Avenue Improvements*

Improvements include the continuation of construction of reinforced concrete street, 3,114 square yards, and subgrade from the 4-way stop at Larrabee Way to the roundabout at Bennett Boulevard. The Phase 2 Madison Avenue Improvements will provide benefit to each Lot within the District.

- *Bennett Boulevard Improvements*

Improvements include the construction of 2 travel lanes, 11,728 square yards, eastward and 2 travel lanes westward of reinforced concrete street and subgrade to include a roundabout that terminates to the south where the right-of-way ends the multi-family development begins. The Bennett Boulevard Improvements will provide benefit to each Lot within the District.

II. Earthwork, Paving and Grading

- *Phase 2 Earthwork, Paving and Grading*

Improvements to include erosion control measures, earthwork, subgrade stabilization, concrete pavement with curb, concrete sidewalk with ADA ramps, signage, lighting, and construction testing relating to the street and roadway improvements described above. Improvements also include the excavation related to the phase 2 storm drainage improvements, along with the hauling and removal of dirt. In addition, there will be sidewalk improvements for the benefit of walkability within the site as well as sidewalk improvements to improve foot traffic from Clear Creek Independent School District property to the Northwest to Blackhawk Blvd. and West Bay Area Boulevard. The street improvements will provide benefit to each Lot within the District. A portion of the Phase 2 Earthwork, Paving and Grading is being funded by the City Contribution and approximately 63.49% of the costs of such improvements (\$412,543) is apportioned to the District as part of the Additional Major Improvements.

III. Water Improvements

Improvements to include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, valves, fire hydrant assemblies, service connections, testing and all necessary appurtenances required to provide water service to all Lots within the District.

There will be a water line constructed along Blackhawk Blvd. connecting to the existing water infrastructure on F.M. 528 and West Bay Area Blvd. There will be a water line along Townes Rd. and Bennert Blvd. Larrabee Way will have a water line running across connecting the water lines on Townes Rd. and Blackhawk Blvd. The water improvements will provide benefit to each Lot within the District.

IV. Wastewater Improvements

Improvements to include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, manholes, service connections, testing,

and all necessary appurtenances constructed to the City of Friendswood standards required to provide wastewater service to all Lots within the District.

Construction will consist of wastewater lines on Larrabee Way and a portion of Blackhawk Blvd. Blackhawk Blvd. will transition from a wastewater line to a wastewater line tying into the manhole on West Bay Area Blvd. In addition to new proposed wastewater lines, there will be improvements to the existing force main running through the site, as well as relocation of an existing City-owned force main. The wastewater improvements will provide benefit to each Lot within the District.

- *Sanitary Sewer Lift Station*

Includes a proposed Sanitary Lift Station that includes a tie into the manhole on West Bay Area Blvd. An existing 8" sanitary sewer line and sanitary lift station that currently service Clear Creek Community Church will be abandoned, and, in its place, the existing wastewater line will be rerouted into the Friendswood City Center sanitary sewer system near the Blackhawk Blvd. and F.M. 528 connection. The Sanitary Sewer Lift Station will provide a benefit to each Lot within the District.

V. Phase 2 Storm Drainage

Improvements to include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, manholes and junction boxes, curb inlets, headwalls, testing and all necessary appurtenances required to provide drainage services from the proposed bridge connection at Friendswood Link Road running south along Blackhawk Boulevard to West Bay Area Boulevard. The Phase 2 Storm Drainage improvements will provide a benefit to each Lot within the District.

VI. Landscaping, Parks and Public Amenities

Improvements include walking and bike trails that are constructed of decomposed granite pavement with concrete edges. The trail will include rest areas with park benches and lighting at key viewing locations. Additionally, the park will also have a few bird blinds, wayfinding graphics, bath, and parking facilities. The area will be landscaped with native vegetation and wetland grasses. As the walking and bike trails extend into the urban area, it will connect to a concrete and paver path that will include park benches and pedestrian lighting. The trail will provide a continuous and accessible route to all the buildings within the District. Landscape along the trail will be a blend of seasonal color plants and regional vegetation that complies with the City landscaping requirements. The Landscaping, Parks and Public Amenities will provide a benefit to each Lot within

the District.

VII. Fire Station

Improvements include the construction of a fire station for use by the City of Friendswood for the benefit of the public that will be constructed along phase 2 of the Blackhawk Blvd. expansion. 87.96% of the Fire Station is being funded by other lawfully available revenues of the City. 12.04% is apportioned to the District, as part of the Additional Major Improvements, pro rata based on estimated assessed value, as detailed on **Exhibit B-2**.

VIII. Contingency

Estimated potential cost fluctuations for construction costs. The Contingency is calculated as 13% of the hard improvement costs for the Additional Major Improvements.

IX. Soft Costs

Costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, City fees, inspection fees, engineering, soil testing, geotechnical engineering, and survey.

C. Bond Issuance Costs

- *Delinquency and Prepayment Reserve*

Equals the amount to be deposited in the Delinquency and Prepayment Reserve fund under an Indenture in connection with the issuance of the Initial Major Improvement Bonds and any PID Bonds issued to finance the Additional Major Improvements.

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of Initial Major Improvement Bonds and any PID Bonds issued to finance the Additional Major Improvements.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on the Initial Major Improvement Bonds and any other series of PID Bonds under an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of the Initial Major Improvement Bonds related to the costs of underwriting Initial Major Improvement Bonds and a percentage of par of any future series of PID Bonds issued to finance the Additional Major Improvements.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of any PID Bonds.

D. Other Costs

- *Initial Administrative Fund Deposit*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

- *District Formation Expenses*

Equals the amount necessary to fund the district formation costs, to include legal fees and consultant fees, incurred and paid by the Owner and apportioned equally to both the Initial Major Improvements and the Additional Major Improvements.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show any budget revisions and the amount required to fund the required reserves and issue each series PID Bonds at the time such PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner, Developer, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Improvements shall be allocated to each Assessed Property pro rata based on Estimated Buildout Value. Currently, the Initial Parcel is the only Parcel within the District, and as such, the Initial Parcel is allocated 100% of the costs of the Authorized Improvements, which costs are allocated between the Initial Major Improvements Assessments and the Additional Major Improvements Assessments. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

The Initial Major Improvements Assessments will be levied on the Initial Parcel in the amounts shown on the Initial Major Improvements Assessment Roll, attached hereto as **Exhibit G-1**. The Additional Major Improvements will be levied on the Initial Parcel in the amounts shown on the Additional Major Improvements Assessment Roll attached hereto as **Exhibit G-2**. The Annual Installments of the Initial Major Improvement Assessments and the Annual Installments of the Additional Major Improvement Assessments are shown on **Exhibit G-3**. Upon division or subdivision of the Initial Parcel, the Initial Major Improvement Assessment and Additional Major Improvement Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessments for Lots classified as Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, and Lot Type 5, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- The estimated Actual Costs of the Authorized Improvements equal \$65,858,695 as shown on **Exhibit B-1**;
- The Initial Parcel will be allocated 100% of the Assessment levied for the Authorized Improvements (which Assessments include the Initial Major Improvement Assessments and the Additional Major Improvements Assessments), which equals \$55,322,000 as shown on the Assessment Rolls attached hereto as **Exhibit G-1** and **Exhibit G-2**;

- The special benefit (\$65,858,695) received by the Initial Parcel from the Authorized Improvements is equal to or greater than the amount of the Assessment (\$55,322,000) levied on the Initial Parcel for the Authorized Improvements; and
- At the time the City Council approved the Service and Assessment Plan, the Owners owned 100% of the Initial Parcel. The Owners acknowledged that the Authorized Improvements confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Assessment on the Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on such PID Bonds by the Additional Interest Rate. Additional Interest shall be collected on the Initial Major Improvement Assessments. Additional Interest will not be collected on the Additional Major Improvement Assessments until the issuance of PID Bonds secured by the Additional Major Improvement Assessments, and at such time will be collected pursuant to the terms of the applicable Indenture.

F. TIRZ Annual Credit Amount

The City Council, in accordance with the TIRZ Project Plan, has agreed to use a portion of TIRZ Revenues generated from each Assessed Property to offset a portion of the principal and interest of the Assessments, as applicable.

1. The principal and interest portion of the Initial Major Improvement Annual Installment for an Assessed Property shall receive a TIRZ Annual Credit Amount equal to the TIRZ Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ Revenue collected from the Assessed Property for Tax Year 2025 shall be applied as the TIRZ Annual Credit

Amount applicable to the Assessed Property's Initial Major Improvement Annual Installment collected in Tax Year 2026), but in no event shall the TIRZ Annual Credit Amount exceed the TIRZ Maximum Annual Credit Amount shown in **Section V.E.2** as calculated on **Exhibit F** for each Assessed Property.

2. The TIRZ Maximum Annual Credit Amount available to reduce the principal and interest portion of the Initial Major Improvement Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ Maximum Annual Credit Amount is calculated so that the average Initial Major Improvement Annual Installment minus the TIRZ Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$2.34 per \$100 of assessed value) taking into consideration the 2024 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Initial Major Improvement Annual Installment based on the Estimated Buildout Values at the time Assessment Ordinance is approved. The resulting TIRZ Maximum Annual Credit Amount for each Lot Type is shown on **Exhibit F**. The TIRZ Maximum Annual Credit Amount will not be used to reduce the principal and interest on the Additional Major Improvement Assessment.
3. After the TIRZ Annual Credit Amount is applied to provide a credit towards the principal and interest portion of the Initial Major Improvement Annual Installment for the Assessed Property, any excess TIRZ Revenues available from the TIRZ Fund shall be applied pursuant to the TIRZ Project Plan.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat or Declaration

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from builders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for each Lot Type are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat or Recorded Declaration

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the

recorded subdivision plat or recorded declaration. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, builders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for each Lot Type are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.B.**

B. True-Up of Assessments if Maximum Assessment Exceeded

Upon submission of a preliminary plat and/or site plan by the Owner to the City, the Owner shall provide the City the gross building square footage and use type for land included in the preliminary plat and/or site plan for each Lot anticipated to be created by the preliminary plat and/or site plan considering factors that may impact value. The Administrator will review the preliminary plat and/or site plan to determine if such plat and/or site plan will or will not result in the Assessment per Lot for any Lot Type within the preliminary plat and/or site plan exceeding the Maximum Assessment. If the Administrator determines the preliminary plat and/or site plan results in an Assessment per Lot for any Lot Type exceeding the Maximum Assessment, prior to the City issuing any building permit for any such Lot described in the reviewed preliminary plat or site plan, the Owner will make a Prepayment in an amount sufficient to reduce the Assessment for each Lot within such preliminary plat and/or site plan to the Maximum Assessment. The City's approval of an Annual Service Plan Update, a preliminary plat, or a site plan without payment of such Prepayment amounts does not eliminate the obligation of the Owner to pay such amounts.

By way of illustration, if a block is initially anticipated to contain 1,000 square feet of commercial property subject to a Maximum Assessment of \$10 per square foot, the block would initially be allocated a total Assessment of \$10,000. If the Developer then submits to the City and Administrator a Preliminary Site Plan showing only 800 square feet of commercial property on said block, the Owner will be required to make or cause to be made a Prepayment in an amount sufficient to reduce the Assessment allocated to said block to the Maximum Assessment of \$10 per square foot, which is calculated using the following formula:

$$A = B - (C * D)$$

Where the terms have the following meanings:

A = the Prepayment amount

B = the Assessment originally allocated to the Assessed Property

C = the number of units in the Assessed Property per the Preliminary Site Plan

D = the Maximum Assessment per unit

	Square Footage	Assessment	Assessment per Square Foot ^[a]
Initially Anticipated:	1,000	\$ 10,000.00	\$ 10.00
Site Plan:	800	\$ 10,000.00	\$ 12.50
Post-Prepayment ^[b] :	800	\$ 8,000.00	\$ 10.00

Footnotes:

[a] The Maximum Assessment per square foot is \$10.00.

[b] The Mandatory Prepayment amount required in this example to reduce the Assessment per square foot back down to the Maximum Assessments of \$10.00 is \$2,000.00 (10,000-(800*10) = 2,000).

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments under applicable law or any portion of Assessed Property becomes Non-Benefitted Property, the owner transferring the Assessed Property or causing the portion to become Non-Benefitted Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer; provided that, however, such mandatory Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the City, a property owner association, any other governmental entity or utility provider for use as internal roads, utilities, parks, drainage and detention facilities, and other similar public improvements, in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel. If a reallocation to the remainder of the Parcel as

provided in the foregoing sentence causes the Assessment for such remainder to exceed the Maximum Assessment, the owner of the remainder of the Parcel must partially prepay the Assessment to the extent it exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment.

D. Reduction of Assessments

If the Actual Costs of completed Initial Major Improvements are less than the Initial Major Improvement Assessments, then (i) in the event Initial Major Improvement Bonds have not been issued for the purpose of financing the Initial Major Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Initial Major Improvement Assessment, on a pro rata basis, such that the sum of the resulting reduced Initial Major Improvement Assessments for all Initial Major Improvement Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that Initial Major Improvement Bonds have been issued for the purpose of financing the Initial Major Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to the Initial Major Improvement Bonds as directed by the City pursuant to the terms of such Indenture, and the TIRZ Annual Credit Amount will be reduced in the same proportion as the Initial Major Improvement Assessments. Such excess Initial Major Improvement Bond proceeds may be used for any purpose authorized by such Indenture. The Initial Major Improvement Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding Initial Major Improvement Bonds.

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

If the Actual Costs of completed Additional Major Improvements are less than the Additional Major Improvement Assessments, then (i) in the event Additional Major Improvement Bonds have not been issued for the purpose of financing the Additional Major Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Additional Major Improvement Assessment, on a pro rata basis, such that the sum of the resulting reduced Additional Major Improvement Assessments for all Additional Major Improvement Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that Additional Major Improvement Bonds have been issued for the purpose of financing the Additional Major Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to the Additional Major Improvement Bonds as directed by the City pursuant to the terms of such

Indenture, and the TIRZ Annual Credit Amount will be reduced in the same proportion as the Additional Major Improvement Assessments. Such excess Additional Major Improvement Bond proceeds may be used for any purpose authorized by such Indenture. The Additional Major Improvement Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding Additional Major Improvement Bonds.

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

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the applicable Assessment Rolls revised accordingly; (2) the Administrator shall prepare the revised Assessment Rolls and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to reflect the amount of the Assessment remaining after such partial prepayment on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-3** shows the estimated Annual Installments including both the Initial Major Improvement

Assessment and the Additional Major Improvement Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments may at the discretion of the City be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes to the extent practically possible. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

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

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

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Initial Major Improvement Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2027. The initial Annual Installments of the Additional Major Improvement Assessments shall become delinquent on the first February 1 falling after the Additional Major Improvement Assessments Trigger Date.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Assessment Rolls are attached as **Exhibit G-1** and **Exhibit G-2**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Rolls and Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator. Any action by the City Council shall not impair the rights or security for bondholders of the PID Bonds.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Within seven days of approval by the City Council, the Assessment Ordinance shall be filed and recorded in the real property records of the County. In addition, the City shall similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date of each respective Annual Service Plan Update is approved.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Remaining provisions of this Service and Assessment Plan shall remain in effect.

EXHIBITS

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

Exhibit A	District Boundary Map
Exhibit B-1	Project Costs
Exhibit B-2	Fire Station Apportionment of Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F	TIRZ Maximum Annual Credit Amount
Exhibit G-1	Initial Major Improvement Assessment Roll
Exhibit G-2	Additional Major Improvement Assessment Roll
Exhibit G-3	Annual Installments
Exhibit H	Maps of Initial Major Improvements and Additional Major Improvements
Exhibit I	Form of Notice of PID Assessment Termination
Exhibit J	Debt Service Schedule for Initial Major Improvement Bonds
Exhibit K	District Boundary Description

APPENDICES

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

Appendix A Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A – DISTRICT BOUNDARY MAP

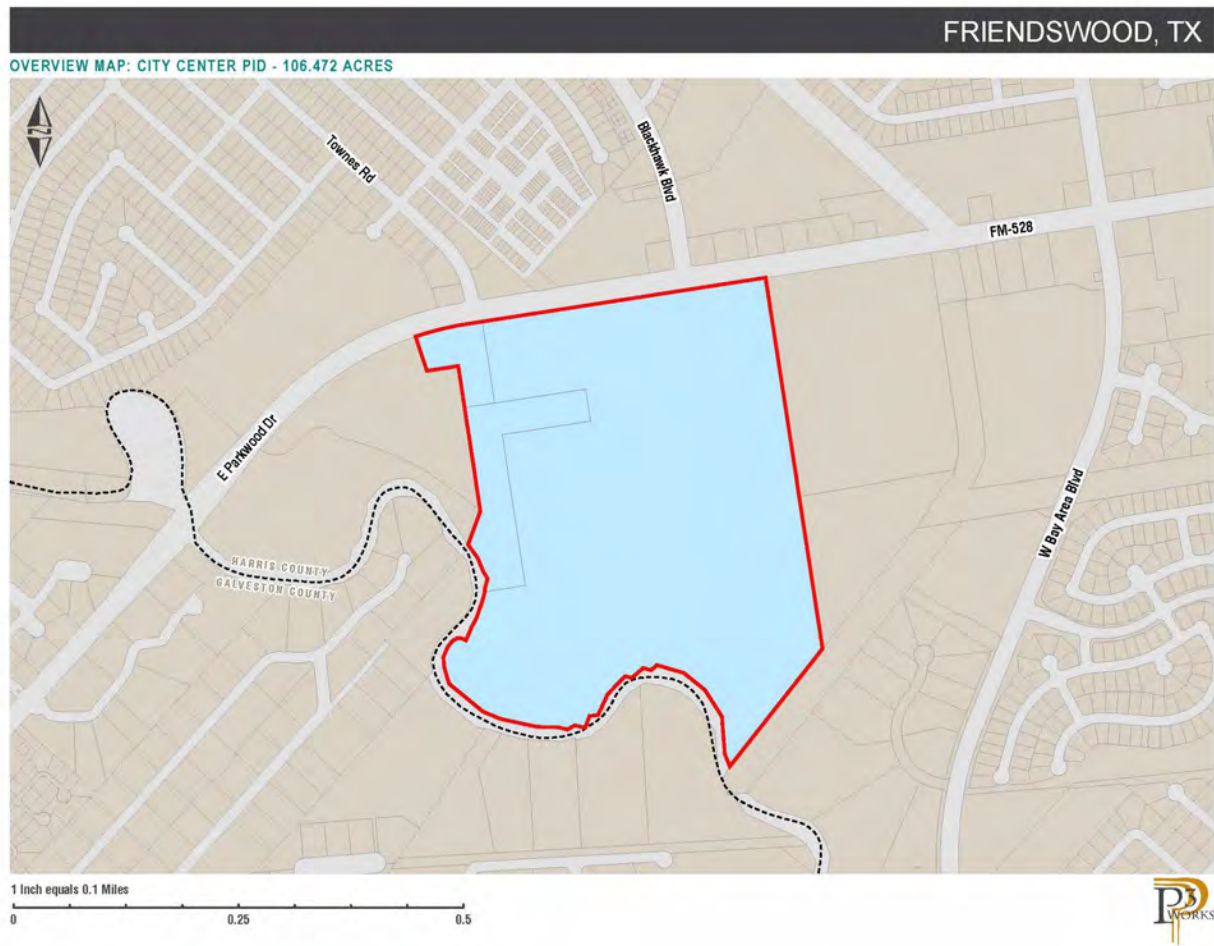


EXHIBIT B-1 – PROJECT COSTS

	Total Costs ^[a]	Non-District Costs ^[b]		District	
		%	\$	%	\$
Initial Major Improvements					
FM 528 Traffic Improvements	\$1,200,000	0.00%	\$ -	100.00%	\$1,200,000
Phase 1 Blackhawk Boulevard Improvements	240,923	0.00%	-	100.00%	240,923
Phase 1 Townes Road Improvements	271,984	0.00%	-	100.00%	271,984
Phase 1 Madison Avenue Improvements	98,159	0.00%	-	100.00%	98,159
Larrabee Way Improvements	817,556	0.00%	-	100.00%	817,556
Phase 1 Earthwork, Paving and Grading	649,796	36.51%	237,253	63.49%	412,543
Clearing, Grubbing and Demolition	3,226,758	72.93%	2,353,150	27.07%	873,609
Detention Pond 1	14,761,896	5.27%	778,095	94.73%	13,983,801
Detention Pond 2	2,018,477	0.00%	-	100.00%	2,018,477
Phase 1 Storm Drainage	5,144,261	0.00%	-	100.00%	5,144,261
Contingency ^[c]	3,695,875	0.00%	-	100.00%	3,695,875
Soft Costs ^[d]	1,714,512	95.16%	1,631,502	4.84%	83,010
	\$ 33,840,197		\$ 5,000,000		\$ 28,840,198
Additional Major Improvements					
Phase 2 Blackhawk Blvd. Improvements	\$3,703,530	0.00%	\$ -	100.00%	\$3,703,530
Phase 2 Townes Rd. Improvements	323,993	0.00%	-	100.00%	323,993
Phase 2 Madison Ave. Improvements	213,654	0.00%	-	100.00%	213,654
Bennett Blvd. Improvements	804,530	0.00%	-	100.00%	804,530
Phase 2 Earthwork, Paving & Grading	1,417,727	0.00%	-	100.00%	1,417,727
Water	1,007,036	0.00%	-	100.00%	1,007,036
Wastewater	862,879	0.00%	-	100.00%	862,879
Sanitary Sewer Lift Station	1,330,700	0.00%	-	100.00%	1,330,700
Phase 2 Storm Drainage	179,101	0.00%	-	100.00%	179,101
Landscaping, Parks and Amenities	5,597,472	0.00%	-	100.00%	5,597,472
Fire Station ^[e]	8,300,000	87.56%	7,267,480	12.44%	1,032,520
Contingency ^[f]	2,141,508	0.00%	-	100.00%	2,141,508
Soft Costs ^[g]	2,981,848	0.00%	-	100.00%	2,981,848
	\$ 28,863,978		\$ 7,267,480		\$ 21,596,498
Initial Major Improvement Bond Issuance Costs					
Delinquency and Prepayment Reserve Fund	\$ 937,500		\$ -		\$ 937,500
Debt Service Reserve Fund	3,201,440		-		3,201,440
Capitalized Interest	4,717,708		-		4,717,708
Underwriter Discount	1,125,000		-		1,125,000
Cost of Issuance	1,875,000		-		1,875,000
	\$ 11,856,648		\$ -		\$ 11,856,648
Additional Major Improvement Bond Issuance Costs ^[h]					
Delinquency and Prepayment Reserve Fund	\$ 445,550		\$ -		\$ 445,550
Debt Service Reserve Fund	1,513,540		-		1,513,540
Underwriter Discount	535,162		-		535,162
Cost of Issuance	891,100		-		891,100
	\$ 3,385,352		\$ -		\$ 3,385,352
District Formation Expenses					
District Formation Expenses	\$ 100,000		\$ -		\$ 100,000
	\$ 100,000		\$ -		\$ 100,000
Other Costs					
Deposit to Administrative Fund	\$ 80,000		\$ -		\$ 80,000
	\$ 80,000		\$ -		\$ 80,000
Total	\$ 78,126,175		\$ 12,267,480		\$ 65,858,695

Footnotes:

[a] Costs were determined by the Engineer's Report attached hereto as **Appendix A**.

[b] Funding for the Non-District Costs are being provided by other lawfully available revenue of the City and will not be reimbursed by the PID Bonds, Initial Major Improvement Assessments or Additional Major Improvement Assessments.

[c] Calculated at 13% of hard construction costs for the Initial Major Improvements as approved by the City.

[d] Includes professional services fees related to drainage and flood mitigation, Land Planning, Design, Engineering, Geotechnical Engineering, and Surveying for the Initial Major Improvements.

[e] Apportionment of Costs for the Fire Station is based on the estimated Assessed Valuation for the District as a percentage of the City's 2023 Assessed Valuation.

[f] Calculated at 13% of hard construction costs for the Additional Major Improvements as approved by the City.

[g] Includes professional services fees related to Engineering, Geotechnical Engineering, Surveying, Land Planning and Design of the Additional Major Improvements.

[h] Preliminary estimates. Actual costs will be determined at the time of bond issuance for the Additional Major Improvements.

EXHIBIT B-2 – FIRE STATION – APPORTIONMENT OF COSTS

Entity	Estimated Assessed Valuation ¹	Fire Station Improvements ²		Total Apportionment to District ¹
		%	Costs	
City	5,401,437,619	87.56%	\$ 7,267,480	
District	767,145,099	12.44%	\$ 1,032,520	\$ 1,032,520
Total	\$ 6,168,582,718	100.00%	\$ 8,300,000	

Footnotes:

1)The District estimated Taxable Valuation is estimated by the Developer and the City's 2024 estimated Taxable Valuation is per the City on September 17, 2024.

2) The Fire Station Improvements are apportioned based on the estimated Taxable Valuation for the District as a percentage of the of City's 2024 estimated Taxable Valuation.

EXHIBIT C – SERVICE PLAN

		District				
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Initial Major Improvement Bonds</i>						
Principal		\$ -	\$ -	\$ 438,000	\$ 469,000	\$ 504,000
Interest ^[a]		2,092,708	2,625,000	2,625,000	2,594,340	2,561,510
Capitalized Interest		(2,092,708)	(2,625,000)	-	-	-
	(1)	\$ -	\$ -	\$ 3,063,000	\$ 3,063,340	\$ 3,065,510
<i>Additional Major Improvements Reimbursement Obligation</i>						
Principal		\$ -	\$ -	\$ 266,000	\$ 282,000	\$ 298,000
Interest ^[b]		-	-	1,247,540	1,228,920	1,209,180
	(2)	\$ -	\$ -	\$ 1,513,540	\$ 1,510,920	\$ 1,507,180
Annual Collection Costs	(3)	\$ -	\$ 81,600	\$ 83,232	\$ 84,897	\$ 86,595
Total Annual Installments	(4) = (1) + (2) + (3)	\$ -	\$ 81,600	\$ 4,659,772	\$ 4,659,157	\$ 4,659,285

Footnotes:

[a] Calculated at the rate on the Series 2024 Bonds plus Additional Interest.

[b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Initial Major Improvements	Additional Major Improvements	Total
Sources of Funds			
Initial Major Improvement Bonds	\$ 37,500,000	\$ -	\$ 37,500,000
Additional Major Improvement Reimbursement Obligation ^[a]	-	17,822,000	\$ 17,822,000
Non-District Sources ^[b]	5,000,000	7,267,480	12,267,480
Owner Contribution ^[c]	3,291,846	7,244,849	10,536,695
Total Sources of Funds	\$ 45,791,846	\$ 32,334,329	\$ 78,126,175
Uses of Funds			
Major Improvements	\$ 28,840,198	\$ 21,596,498	\$ 50,436,695
Non-PID Improvements	\$ 5,000,000	\$ 7,267,480	\$ 12,267,480
Total Improvements	\$ 33,840,197	\$ 28,863,978	\$ 62,704,175
<i>Initial Major Improvement Bond Issuance Costs</i>			
Additional Interest Reserve Fund	\$ 937,500	\$ -	\$ 937,500
Debt Service Reserve Fund	3,201,440	-	3,201,440
Capitalized Interest	4,717,708	-	4,717,708
Underwriter Discount	1,125,000	-	1,125,000
Cost of Issuance	1,875,000	-	1,875,000
	<u>\$ 11,856,648</u>	<u>\$ -</u>	<u>11,856,648</u>
<i>Additional Major Improvement Bond Issuance Costs^[d]</i>			
Additional Interest Reserve Fund	\$ -	\$ 445,550	\$ 445,550
Debt Service Reserve Fund	-	1,513,540	1,513,540
Underwriter Discount	-	535,162	535,162
Cost of Issuance	-	891,100	891,100
	<u>\$ -</u>	<u>3,385,352</u>	<u>3,385,352</u>
<i>District Formation Expenses</i>			
District Formation Expenses	50,000	50,000	100,000
	<u>\$ 50,000</u>	<u>50,000</u>	<u>100,000</u>
<i>Other Costs</i>			
Deposit to Administrative Fund	45,000	35,000	80,000
	<u>\$ 45,000</u>	<u>\$ 35,000</u>	<u>\$ 80,000</u>
Total Uses of Funds	\$ 45,791,846	\$ 32,334,329	\$ 78,126,175

Footnotes:

[a] Remaining reimbursement to the developer pursuant to the Reimbursement Agreement that shall be paid with Annual Installments of Additional Major Improvement Assessments or may be financed by the issuance of future PID Bonds.

[b] Non-District sources are lawfully available revenue of the City to be contributed to pay or reimburse certain costs of the Authorized Improvements and will not be utilized to buydown the Initial Major Improvement Assessment or the Additional Major Improvement Assessment. The sources are to be paid as a direct reimbursement for costs.

[c] Non-reimbursable to the Owner/Developer through PID Bonds, the Initial Major Improvement Assessments, or the Additional Major Improvement Assessments.

[d] Estimated, subject to change.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Function ^[a]	Units/Sq. Ft. ^[b]	Estimated Buildout Value ^[c]		Initial Major Improvement Assessment		Additional Major Improvement Assessment ^[d]		Total Maximum Assessment ^{[e],[f]}		Initial Major Improvement Maximum Annual Installment		Additional Major Improvement Maximum Annual Installment		Total Maximum Annual Installment		Value to Lien Per Appraised Value ^[g]	TRE
			Per Unit/Sq. Ft.	Total	Per Unit/Sq. Ft.	Total	Per Unit/Sq. Ft.	Total	Per Unit/Sq. Ft.	Total	Per Unit/Sq. Ft.	Total	Per Unit/Sq. Ft.	Total	Per Unit/Sq. Ft.	Total ^[h]		
Lot Type 1	Inline Retail or Food Retail	76,408	\$ 578	\$ 44,140,000	\$ 28.25	\$ 2,158,446	\$ 13.43	\$ 1,025,809	\$ 41.67	\$ 3,184,255	\$ 2.46	\$ 188,086	\$ 1.17	\$ 89,213	\$ 3.63	\$ 268,212	20.450	\$ 0.6076
Lot Type 2	Mixed Use Building	268,800	\$ 480	\$ 129,125,714	\$ 23.49	\$ 6,314,248	\$ 11.16	\$ 3,000,867	\$ 34.65	\$ 9,315,115	\$ 2.05	\$ 550,221	\$ 0.97	\$ 260,981	\$ 3.02	\$ 784,619	1.402	\$ 0.6076
Lot Type 3	Hotel	115	\$ 217,391	\$ 25,000,000	\$ 10,630.44	\$ 1,222,500	\$ 5,052.15	\$ 580,997	\$ 15,682.59	\$ 1,803,497	\$ 926.33	\$ 106,528	\$ 439.38	\$ 50,529	\$ 1,365.71	\$ 151,910	1.710	\$ 0.6076
Lot Type 4	Office	194,050	\$ 405	\$ 78,605,385	\$ 19.81	\$ 3,843,804	\$ 9.41	\$ 1,826,781	\$ 29.22	\$ 5,670,584	\$ 1.73	\$ 334,948	\$ 0.82	\$ 158,873	\$ 2.55	\$ 477,638	1.074	\$ 0.6076
Lot Type 5	Multi-Family ^[f]	750,000	\$ 653	\$ 490,000,000	\$ 31.95	\$ 23,961,002	\$ 15.18	\$ 11,387,546	\$ 47.13	\$ 35,348,548	\$ 7.77	\$ 2,087,953	\$ 1.32	\$ 990,359	\$ 9.09	\$ 2,977,435	0.669	\$ 0.6076
Total				766,871,099		\$ 37,500,000		\$ 17,822,000		\$ 55,322,000		\$ 3,267,736		\$ 1,549,954		\$ 4,659,813	2.006	\$ 0.6076

Footnotes:

[a] Buildout Values and Assessments are calculated based on data provided by the Developer. As property develops, if the property use(s) change(s) from the proposed use, a prepayment of an Assessment may be required upon completion of a true up during each Annual Update.

[b] Lot Type 3 Units equivalent to number of keys.

[c] Estimated Buildout Value for Lot Types 2, 3, 4, and 5 are per Developer on September 19, 2024 and Lot Type 1 is based on Appraisal dated July 24, 2024.

[d] The Assessments will be levied as Initial Major Improvement Assessments and Additional Major Improvement Assessments. The Additional Major Improvement Assessments Trigger Date, as defined in the Service and Assessment Plan, determines the Annual Installment Due Date.

[e] Values per Appraisal dated July 24, 2024. VTL is calculated on Initial Major Improvement Assessment only.

[f] Lot Type 5 - Multi-Family includes corridor retail.

[g] The Total PID TRE is less than the sum of the Total Maximum Annual Installment because the Maximum Annual Installment doesn't occur in the same year for the Initial Major Improvements as the Additional Major Improvements.

EXHIBIT F – TIRZ MAXIMUM ANNUAL CREDIT AMOUNT

Initial Major Improvements Assessment													
Land Use and Initial Major Improvements Assessment							Pre-TIRZ Annual Installment		TIRZ Credit		Post-TIRZ Annual Installment		
Lot Type	Units/Sq. Ft. ^[a]	Total Improved Land Value	AV Per Unit/Square Foot	Total AV	Initial Major Improvements Assessment	Initial Major Improvements Assessment Per Unit	Initial Major Improvements Annual Installment		TIRZ No. 1 Maximum Annual Credit Amount Per Unit	Total Annual TIRZ No. 1 Credit	Initial Major Improvements Annual Installment		
							Per Unit/SqFt	Total			Per Unit/SqFt	Total	
Initial Major Improvements ^[b]													
Lot Type 1	76,408	\$ 6,830,000	\$ 578	\$ 44,140,000	\$ 2,158,446	\$ 28.2490	\$ 2.460	\$ 188,086.200	\$ (2.079)	\$ (158,868.865)	\$ 0.38	\$ 29,217.34	
Lot Type 2	268,800	\$ 8,850,000	\$ 480	\$ 129,125,714	\$ 6,314,248	\$ 23.4905	\$ 2.050	\$ 550,221.225	\$ (1.729)	\$ (464,749.786)	\$ 0.32	\$ 85,471.44	
Lot Type 3	115	\$ 2,090,000	\$ 217,391	\$ 25,000,000	\$ 1,222,500	\$ 10,630.4357	\$ 926.330	\$ 106,528.206	\$ (782.436)	\$ (89,980.100)	\$ 143.89	\$ 16,548.11	
Lot Type 4	194,050	\$ 4,130,000	\$ 405	\$ 78,605,385	\$ 3,843,804	\$ 19.8083	\$ 1.730	\$ 334,947.625	\$ (1.458)	\$ (282,916.816)	\$ 0.27	\$ 52,030.81	
Lot Type 5	750,000	\$ 16,020,000	\$ 653	\$ 490,000,000	\$ 23,961,002	\$ 31.9480	\$ 7.770	\$ 2,087,952.833	\$ (2.351)	\$ (1,763,609.960)	\$ 5.42	\$ 324,342.87	
Total		\$ 37,920,000		\$ 766,871,099	\$ 37,500,000		\$ 3,267,736.09		\$ (2,760,125.53)		\$ 507,610.56		

Additional Major Improvements Assessment													
Land Use and Additional Major Improvements Assessment							Pre-TIRZ Annual Installment		TIRZ Credit ^[d]		Post-TIRZ Annual Installment		
Lot Type	Units/Sq. Ft. ^[a]	Total Improved Land Value	AV Per Unit/Square Foot	Total AV	Additional Major Improvements Assessment	Additional Major Improvements Assessment Per Unit	Additional Major Improvements Annual Installment		TIRZ No. 1 Maximum Annual Credit Amount Per Unit	Total Annual TIRZ No. 1 Credit	Additional Major Improvements Annual Installment		
							Per Unit/SqFt	Total			Per Unit/SqFt	Total	
Additional Major Improvements ^[c]													
Lot Type 1	76,408	\$ 6,830,000	\$ 578	\$ 44,140,000	\$ 1,025,809	\$ 13.4300	\$ 1.1676	\$ 89,213	\$ -	\$ -	\$ 1.17	\$ 89,213.13	
Lot Type 2	268,800	\$ 8,850,000	\$ 480	\$ 129,125,714	\$ 3,000,867	\$ 11.1600	\$ 0.9709	\$ 260,981	\$ -	\$ -	\$ 0.97	\$ 260,981.17	
Lot Type 3	115	\$ 2,090,000	\$ 217,391	\$ 25,000,000	\$ 580,997	\$ 5,052.1500	\$ 439.3783	\$ 50,529	\$ -	\$ -	\$ 439.38	\$ 50,528.50	
Lot Type 4	194,050	\$ 4,130,000	\$ 405	\$ 78,605,385	\$ 1,826,781	\$ 9.4100	\$ 0.8187	\$ 158,873	\$ -	\$ -	\$ 0.82	\$ 158,872.50	
Lot Type 5	750,000	\$ 16,020,000	\$ 653	\$ 490,000,000	\$ 11,387,546	\$ 15.1800	\$ 1.3205	\$ 990,359	\$ -	\$ -	\$ 1.32	\$ 990,358.69	
		\$ 37,920,000		\$ 766,871,099	\$ 17,822,000		\$ 1,549,954.00		\$ -		\$ 1,549,954.00		

Footnotes:

[a] Lot Type 3 Units equivalent to number of keys.

[b] The TIRZ No. 1 Annual Credit for the Initial Major Improvements is calculated on the Initial Major Improvements Annual Installment.

[c] The TIRZ No. 1 Annual Credit for the Additional Major Improvements is calculated on the Additional Major Improvements Annual Installment.

EXHIBIT G-1 – INITIAL MAJOR IMPROVEMENT ASSESSMENT ROLL

Property ID	Address	Lot Type	Acres	Initial Major Improvement Outstanding Assessment ^[a]	Principal	Interest ^[b]	Capitalized Interest	Additional Interest	Annual Collection Costs ^[c]	Initial Major Improvements Annual Installment Due 1/31/2025 ^[a]
1413970000003	FM 528 RD	Non Benefited	7.6699	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
1413970000001	3680 FM 528 RD	Non Benefited	3.0199	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
0432150000130	3801 E FM 528 RD	Initial Parcel	95.7822	\$ 37,500,000.00	\$ -	\$ 2,092,708.00	\$ (2,092,708.00)	-	\$ -	\$ -
Total			106.4720	\$ 37,500,000.00	\$ -	\$ 2,092,708.00	\$ (2,092,708.00)	\$ -	\$ -	\$ -

Footnotes:

[a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[b] Interest is calculated at the rate of the Initial Major Improvement Bonds plus Additional Interest. The Additional Interest will be collected and deposited as required by the Indenture.

[c] Annual Collection Costs will be assessed each year based on actual costs to administer the District.

EXHIBIT G-2 – ADDITIONAL MAJOR IMPROVEMENT ASSESSMENT ROLL

Property ID	Address	Lot Type	Acres	Additional Major Improvement Outstanding Assessment ^[a]	Principal	Interest ^[c]	Capitalized Interest	Additional Interest	Annual Collection Costs ^[d]	Additional Major Improvements Annual Installment Due 1/31/2025 ^{[a],[b]}
1413970000003	FM 528 RD	Non Benefited	7.6699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1413970000001	3680 FM 528 RD	Non Benefited	3.0199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0432150000130	3801 E FM 528 RD	Initial Parcel	95.7822	\$ 17,822,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			106.4720	\$ 17,822,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Footnotes:

[a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[b] The Additional Major Improvement Assessments Trigger Date defined in the Service and Assessment Plan determines the Annual Installment Due Date for the Additional Major Improvement Assessments.

[c] Interest will accrue on the Additional Major Improvement Assessment at a rate of 5.49% prior to the issuance of Additional Major Improvement Bonds. Upon on the issuance of Additional Major Improvement Bonds, the interest rate will adjust to the rate on such bonds plus Additional Interest.

[d] Annual Collection Costs will be assessed each year based on actual costs to administer the District.

EXHIBIT G-3 – ANNUAL INSTALLMENTS

	Initial Major Improvement Bonds							Additional Major Improvement Reimbursement Obligation ^(c)							
Installment Due 1/31	Principal	Interest ^(a)	Capitalized Interest	Annual Collection Costs	Additional Interest ^(c)	Reserve Fund ^(f)	Initial Major Improvements Total Annual Installment Due ^(d)	Principal	Interest ^(b)	Annual Collection Costs	Reserve Fund ^(f)	Additional Interest ^(c)	Additional Major Improvements Total Annual Installment Due ^(d)	Total Annual Installment Due	
2025	\$ -	\$ 2,092,708	\$ (2,092,708)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2026	\$ -	\$ 2,625,000	\$ (2,625,000)	\$ 45,900	\$ -	\$ -	\$ 45,900	\$ -	\$ -	\$ 35,700	\$ -	\$ -	\$ 35,700	\$ 81,600	
2027	\$ 438,000	\$ 2,625,000	\$ -	\$ 46,818	\$ -	\$ -	\$ 3,109,818	\$ 266,000	\$ 1,247,540	\$ 36,414	\$ -	\$ -	\$ 1,549,954	\$ 4,659,772	
2028	\$ 469,000	\$ 2,594,340	\$ -	\$ 47,754	\$ -	\$ -	\$ 3,111,094	\$ 282,000	\$ 1,228,920	\$ 37,142	\$ -	\$ -	\$ 1,548,062	\$ 4,659,157	
2029	\$ 504,000	\$ 2,561,510	\$ -	\$ 48,709	\$ -	\$ -	\$ 3,114,219	\$ 298,000	\$ 1,209,180	\$ 37,885	\$ -	\$ -	\$ 1,545,065	\$ 4,659,285	
2030	\$ 540,000	\$ 2,526,230	\$ -	\$ 49,684	\$ -	\$ -	\$ 3,115,914	\$ 316,000	\$ 1,188,320	\$ 38,643	\$ -	\$ -	\$ 1,542,963	\$ 4,658,876	
2031	\$ 580,000	\$ 2,488,430	\$ -	\$ 50,677	\$ -	\$ -	\$ 3,119,107	\$ 335,000	\$ 1,166,200	\$ 39,416	\$ -	\$ -	\$ 1,540,616	\$ 4,659,723	
2032	\$ 622,000	\$ 2,447,830	\$ -	\$ 51,691	\$ -	\$ -	\$ 3,121,521	\$ 355,000	\$ 1,142,750	\$ 40,204	\$ -	\$ -	\$ 1,537,954	\$ 4,659,475	
2033	\$ 668,000	\$ 2,404,290	\$ -	\$ 52,725	\$ -	\$ -	\$ 3,125,015	\$ 375,000	\$ 1,117,900	\$ 41,008	\$ -	\$ -	\$ 1,533,908	\$ 4,658,923	
2034	\$ 717,000	\$ 2,357,530	\$ -	\$ 53,779	\$ -	\$ -	\$ 3,128,309	\$ 398,000	\$ 1,091,650	\$ 41,828	\$ -	\$ -	\$ 1,531,478	\$ 4,659,787	
2035	\$ 770,000	\$ 2,307,340	\$ -	\$ 54,855	\$ -	\$ -	\$ 3,132,195	\$ 421,000	\$ 1,063,790	\$ 42,665	\$ -	\$ -	\$ 1,527,455	\$ 4,659,650	
2036	\$ 827,000	\$ 2,253,440	\$ -	\$ 55,952	\$ -	\$ -	\$ 3,136,392	\$ 445,000	\$ 1,034,320	\$ 43,518	\$ -	\$ -	\$ 1,522,838	\$ 4,659,230	
2037	\$ 887,000	\$ 2,195,550	\$ -	\$ 57,071	\$ -	\$ -	\$ 3,139,621	\$ 472,000	\$ 1,003,170	\$ 44,388	\$ -	\$ -	\$ 1,519,558	\$ 4,659,179	
2038	\$ 953,000	\$ 2,133,460	\$ -	\$ 58,212	\$ -	\$ -	\$ 3,144,672	\$ 499,000	\$ 970,130	\$ 45,276	\$ -	\$ -	\$ 1,514,406	\$ 4,659,079	
2039	\$ 1,023,000	\$ 2,066,750	\$ -	\$ 59,377	\$ -	\$ -	\$ 3,149,127	\$ 529,000	\$ 935,200	\$ 46,182	\$ -	\$ -	\$ 1,510,382	\$ 4,659,508	
2040	\$ 1,099,000	\$ 1,995,140	\$ -	\$ 60,564	\$ -	\$ -	\$ 3,154,704	\$ 559,000	\$ 898,170	\$ 47,105	\$ -	\$ -	\$ 1,504,275	\$ 4,658,979	
2041	\$ 1,180,000	\$ 1,918,210	\$ -	\$ 61,775	\$ -	\$ -	\$ 3,159,985	\$ 592,000	\$ 859,040	\$ 48,047	\$ -	\$ -	\$ 1,499,087	\$ 4,659,073	
2042	\$ 1,267,000	\$ 1,835,610	\$ -	\$ 63,011	\$ -	\$ -	\$ 3,165,621	\$ 627,000	\$ 817,600	\$ 49,008	\$ -	\$ -	\$ 1,493,608	\$ 4,659,229	
2043	\$ 1,361,000	\$ 1,746,920	\$ -	\$ 64,271	\$ -	\$ -	\$ 3,172,191	\$ 663,000	\$ 773,710	\$ 49,989	\$ -	\$ -	\$ 1,486,699	\$ 4,658,890	
2044	\$ 1,462,000	\$ 1,651,650	\$ -	\$ 65,557	\$ -	\$ -	\$ 3,179,207	\$ 702,000	\$ 727,300	\$ 50,988	\$ -	\$ -	\$ 1,480,288	\$ 4,659,495	
2045	\$ 1,570,000	\$ 1,549,310	\$ -	\$ 66,868	\$ -	\$ -	\$ 3,186,178	\$ 743,000	\$ 678,160	\$ 52,008	\$ -	\$ -	\$ 1,473,168	\$ 4,659,346	
2046	\$ 1,686,000	\$ 1,439,410	\$ -	\$ 68,205	\$ -	\$ -	\$ 3,193,615	\$ 787,000	\$ 626,150	\$ 53,048	\$ -	\$ -	\$ 1,466,198	\$ 4,659,813	
2047	\$ 1,812,000	\$ 1,321,390	\$ -	\$ 69,569	\$ -	\$ -	\$ 3,202,959	\$ 831,000	\$ 571,060	\$ 54,109	\$ -	\$ -	\$ 1,456,169	\$ 4,659,128	
2048	\$ 1,946,000	\$ 1,194,550	\$ -	\$ 70,960	\$ -	\$ -	\$ 3,211,510	\$ 880,000	\$ 512,890	\$ 55,191	\$ -	\$ -	\$ 1,448,081	\$ 4,659,592	
2049	\$ 2,091,000	\$ 1,058,330	\$ -	\$ 72,380	\$ -	\$ -	\$ 3,221,710	\$ 930,000	\$ 451,290	\$ 56,295	\$ -	\$ -	\$ 1,437,585	\$ 4,659,295	
2050	\$ 2,246,000	\$ 911,960	\$ -	\$ 73,827	\$ -	\$ -	\$ 3,231,787	\$ 984,000	\$ 386,190	\$ 57,421	\$ -	\$ -	\$ 1,427,611	\$ 4,659,398	
2051	\$ 2,413,000	\$ 754,740	\$ -	\$ 75,304	\$ -	\$ -	\$ 3,243,044	\$ 1,040,000	\$ 317,310	\$ 58,570	\$ -	\$ -	\$ 1,415,880	\$ 4,658,923	
2052	\$ 2,592,000	\$ 585,830	\$ -	\$ 76,810	\$ -	\$ -	\$ 3,254,640	\$ 1,100,000	\$ 244,510	\$ 59,741	\$ -	\$ -	\$ 1,404,251	\$ 4,658,891	
2053	\$ 2,785,000	\$ 404,390	\$ -	\$ 78,346	\$ -	\$ -	\$ 3,267,736	\$ 1,163,000	\$ 167,510	\$ 60,936	\$ -	\$ -	\$ 1,391,446	\$ 4,659,182	
2054	\$ 2,992,000	\$ 209,440	\$ -	\$ 79,913	\$ -	\$ (3,201,440)	\$ 79,913	\$ 1,230,000	\$ 86,100	\$ 62,155	\$ (1,513,540)	\$ -	\$ (135,285)	\$ (55,372)	
Total	\$ 37,500,000	\$ 54,256,288	\$ (4,717,708)	\$ 1,780,564	\$ -	\$ (3,201,440)	\$ 85,617,704	\$ 17,822,000	\$ 22,516,060	\$ 1,384,883	\$ (1,513,540)	\$ -	\$ 40,209,403	\$ 125,827,106	

Footnotes:

[a] Interest is calculated at a rate of 7.00%.

[b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

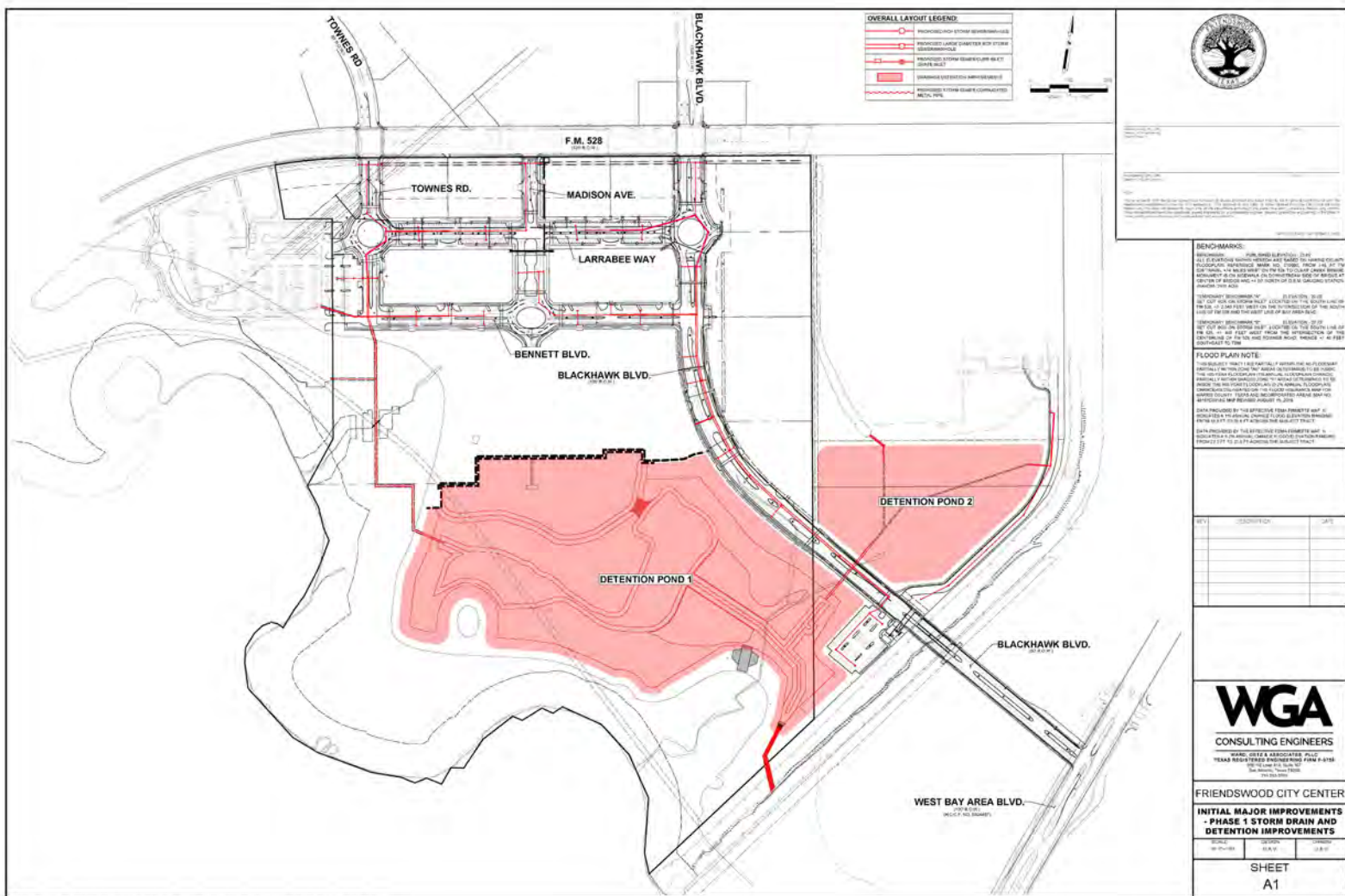
[c] Funded at 2.5% of bond par at closing. Pursuant to the issuance of the Initial Major Improvement Bonds, Additional Interest will be collected and deposited as required by the Indenture.

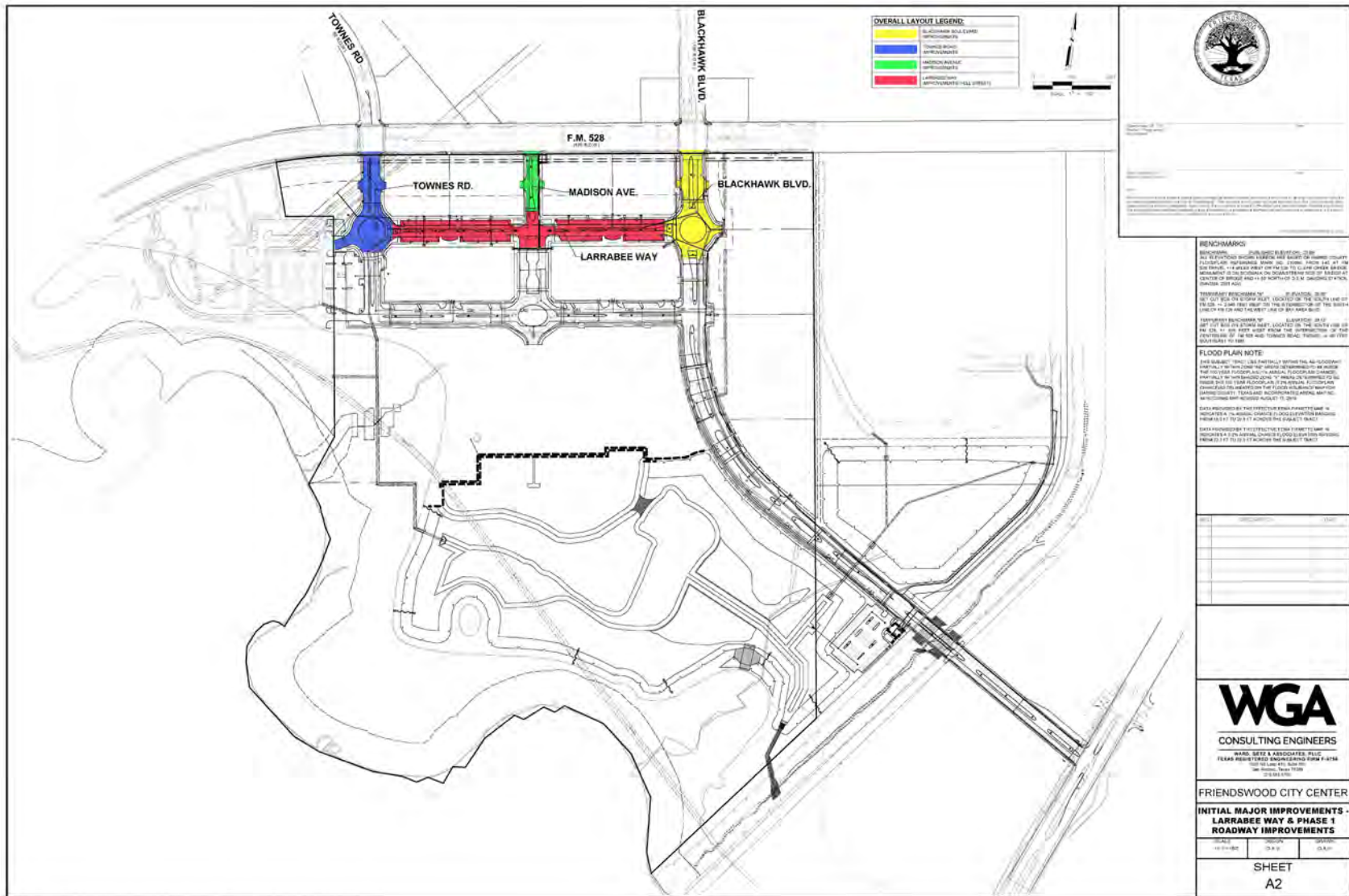
[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

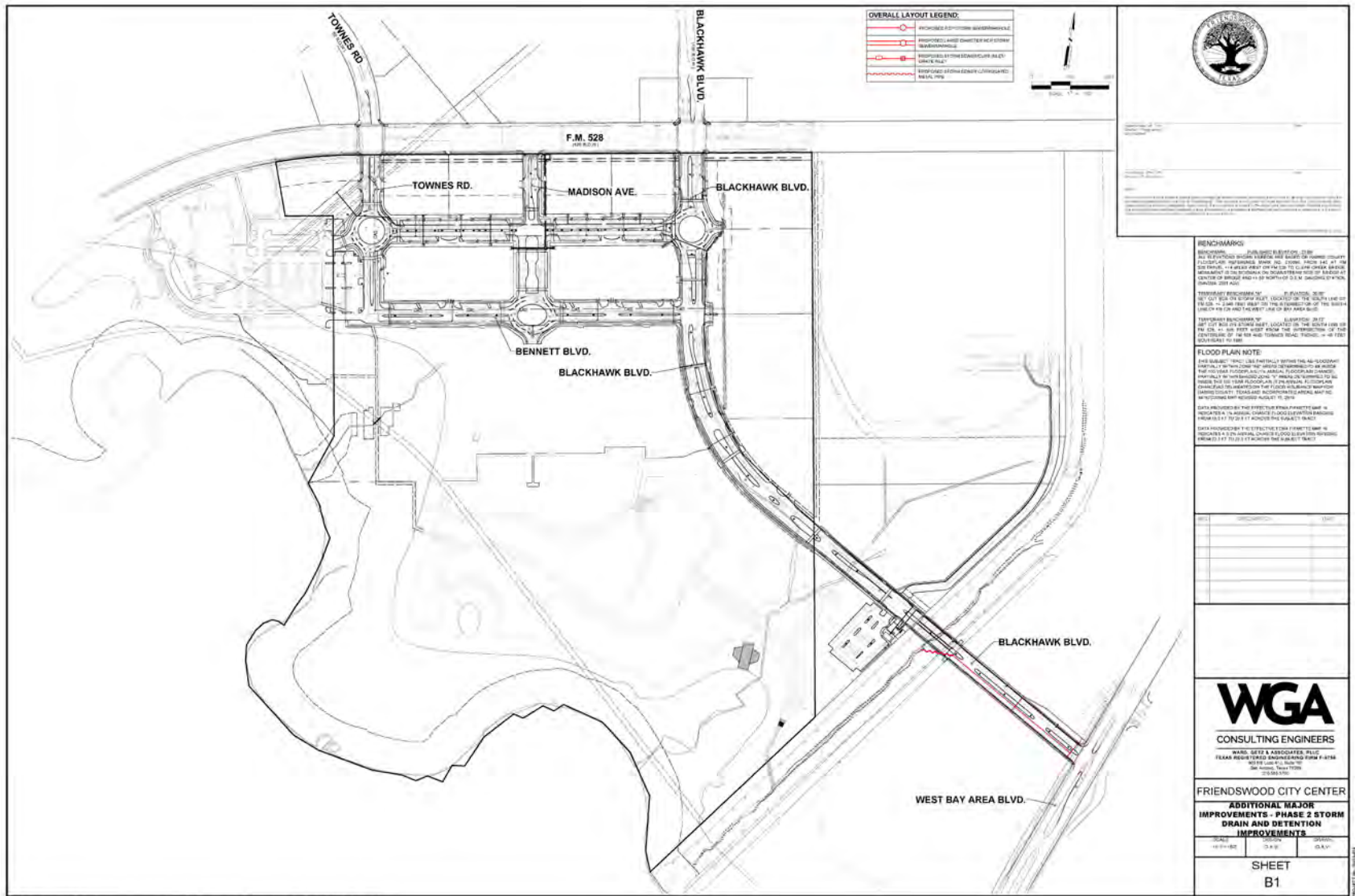
[e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.

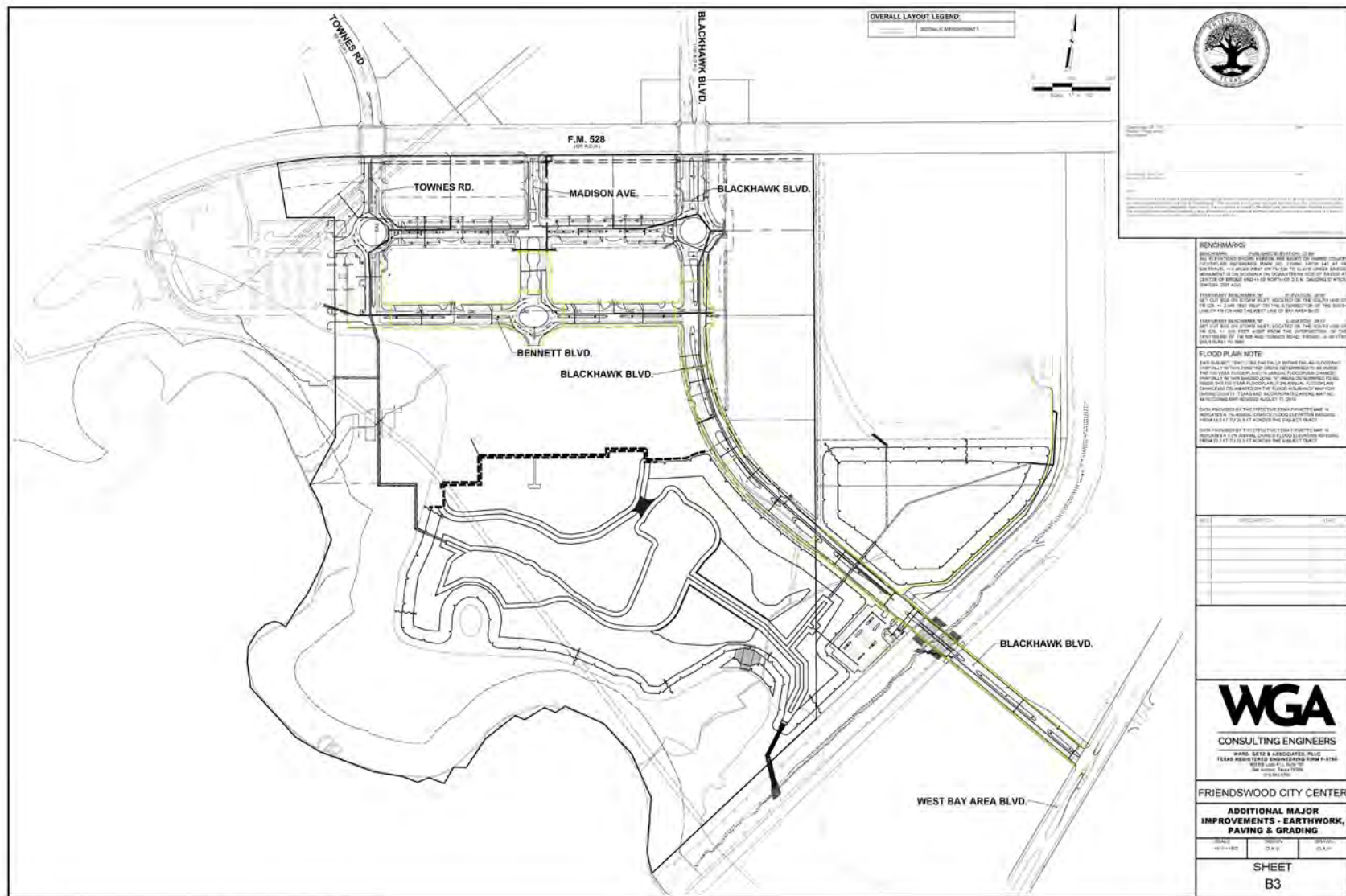
[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

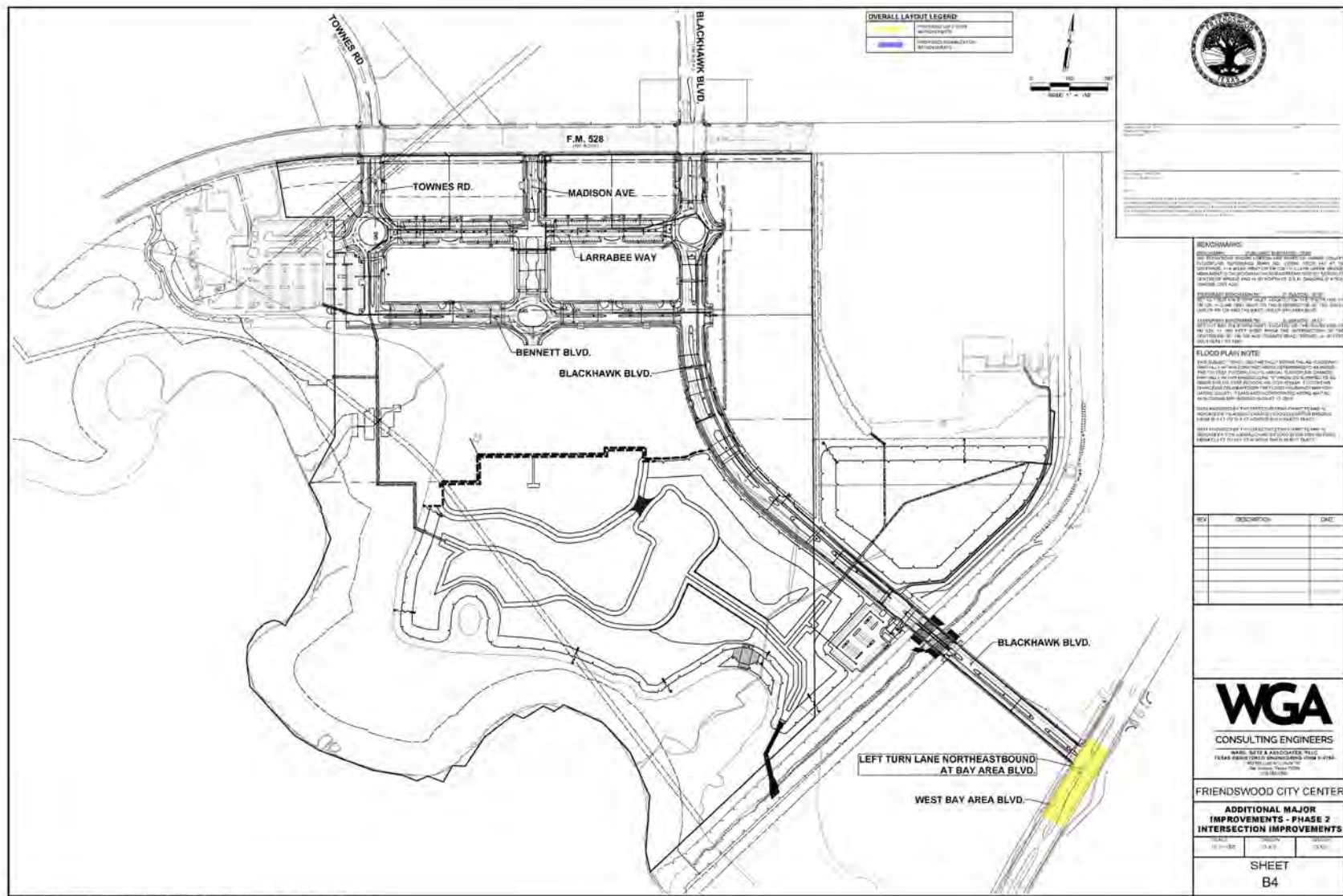
EXHIBIT H – MAPS OF INITIAL MAJOR IMPROVEMENTS AND ADDITIONAL MAJOR IMPROVEMENTS

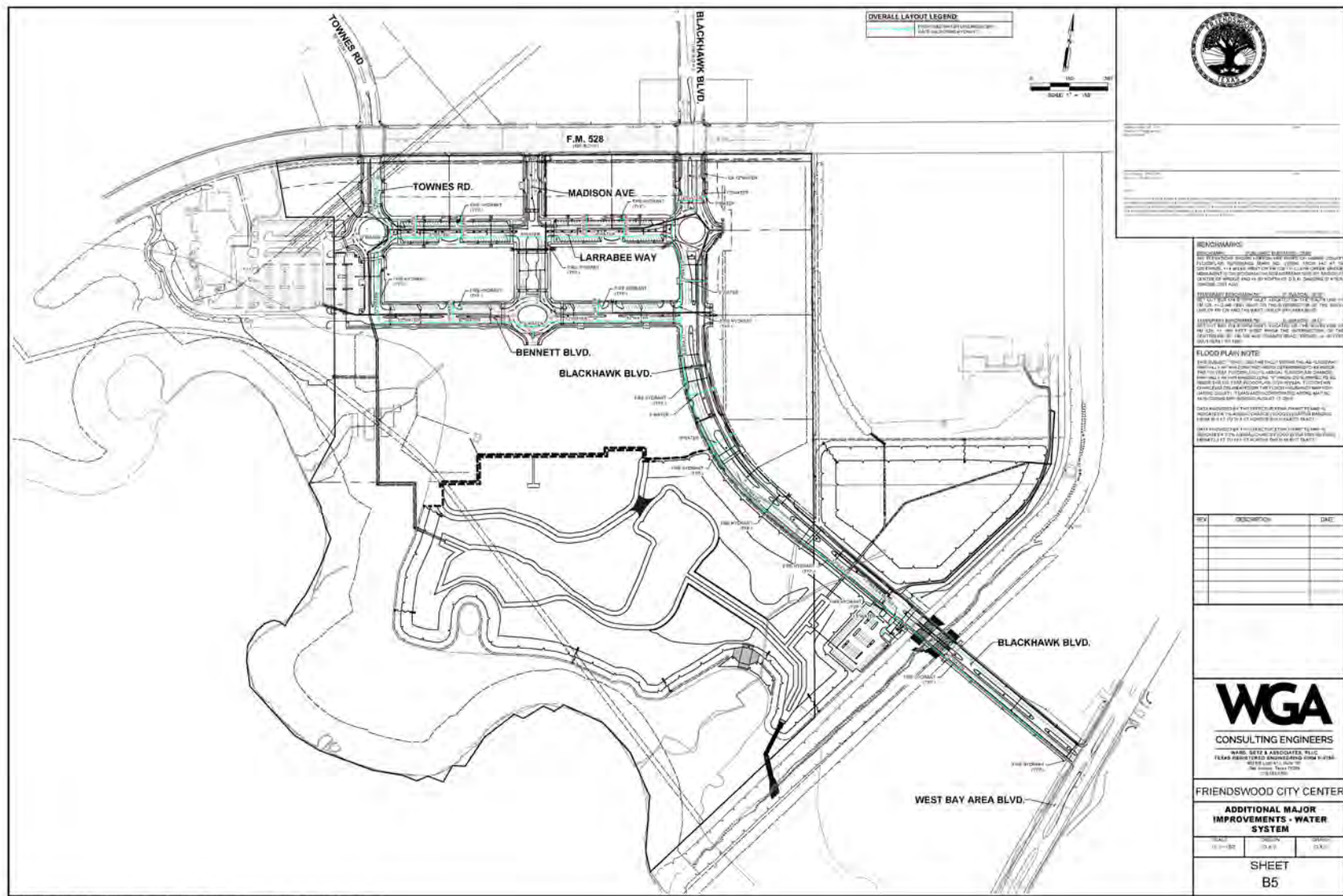


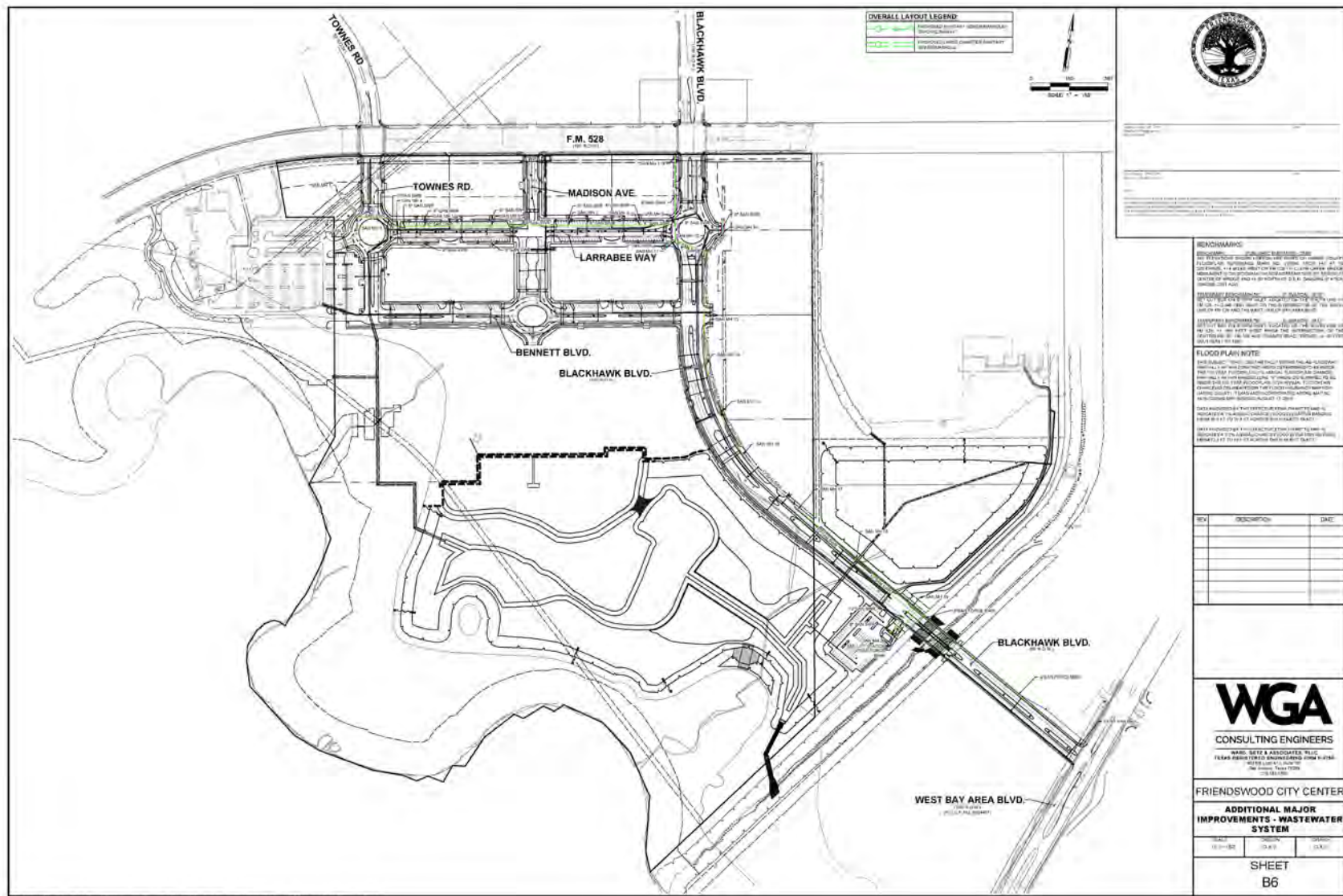


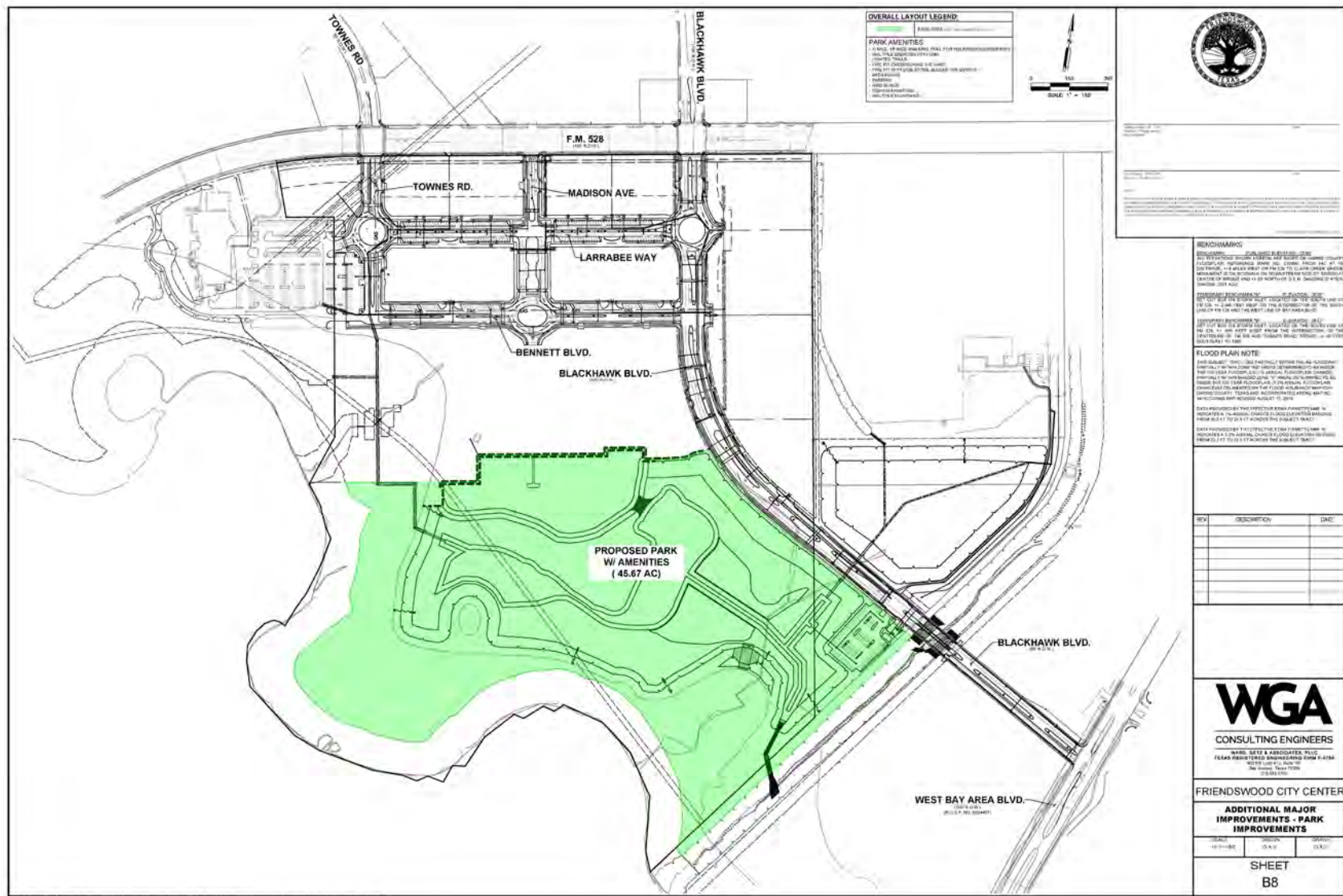


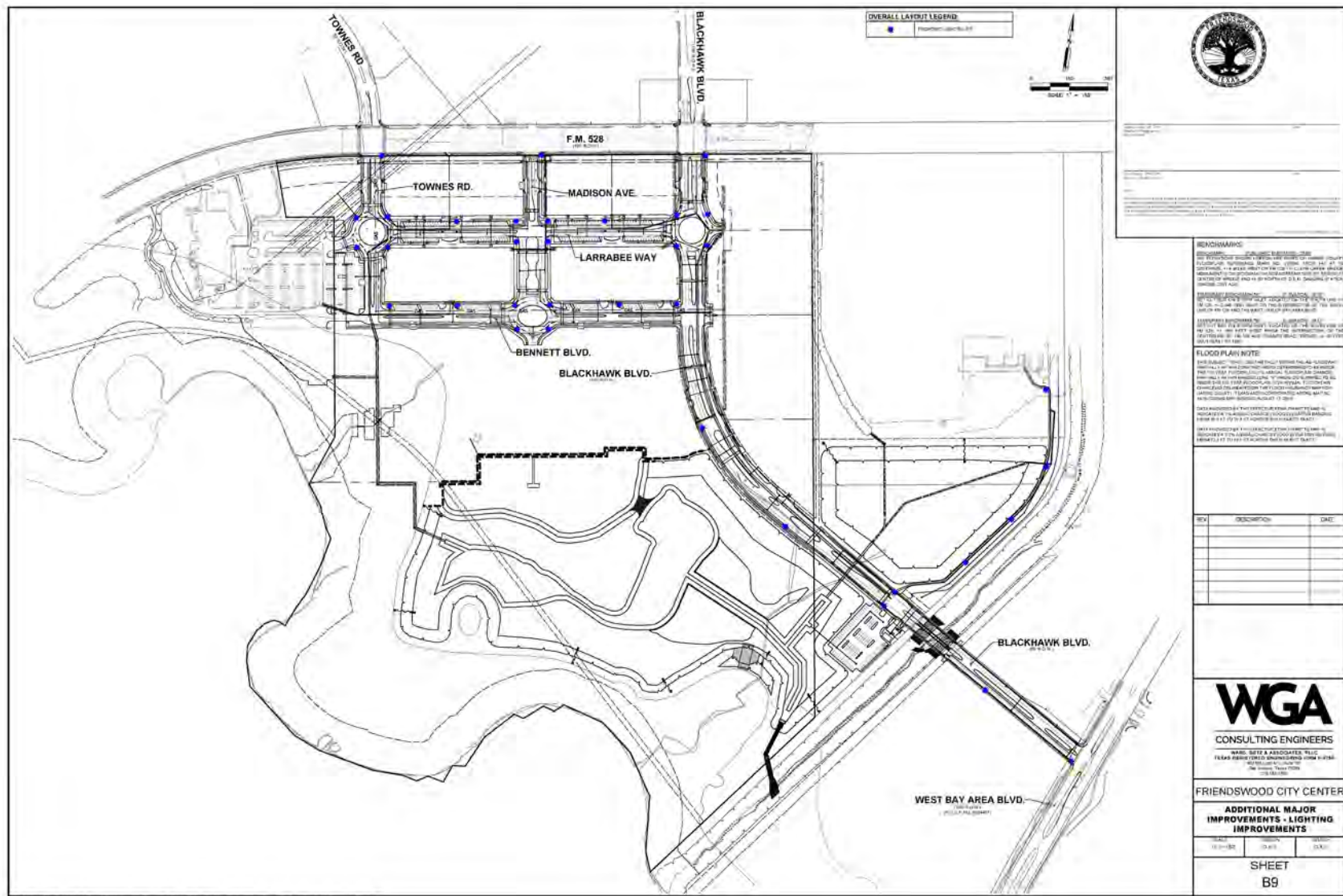












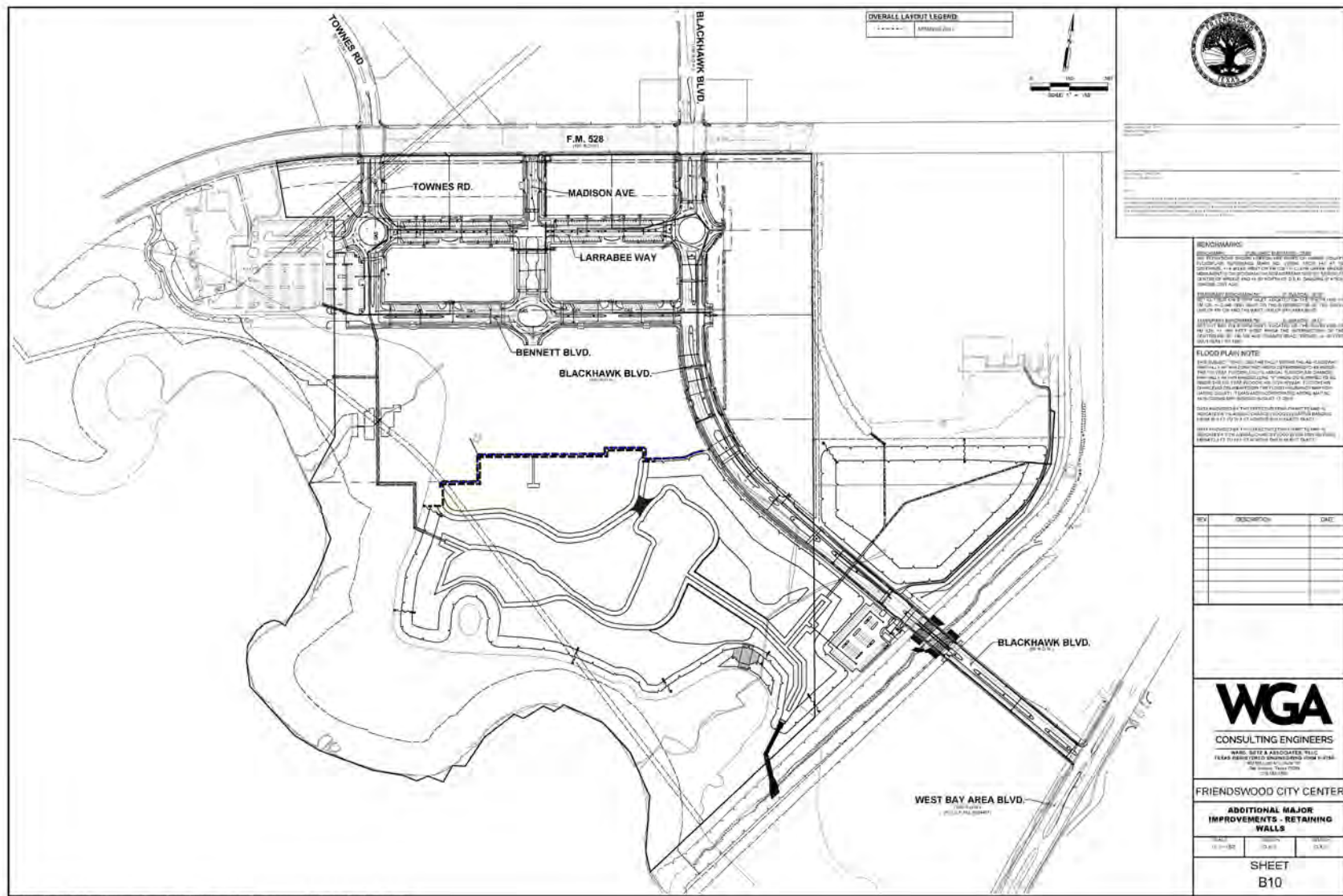


EXHIBIT I – FORM OF NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, TX 76182

[Date]
Harris County Clerk's Office
Honorable _____
201 Caroline
Suite 310
Houston, TX 77002

Re: City of Friendswood Lien Release documents for filing

Dear Ms./Mr. _____,

Enclosed is a lien release that the City of Friendswood is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: _____ [Plat]. Please forward copies of the filed documents to my attention:

City of Friendswood
Attn: [City Secretary]
910 S. Friendswood Drive
Friendswood, TX 77546

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

[City Secretary Name]
[City Secretary Address]

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

RECITALS

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property: [legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Harris County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said Lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF FRIENDSWOOD, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Manager], for the City of Friendswood, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT J – DEBT SERVICE SCHEDULE FOR INITIAL MAJOR IMPROVEMENT BONDS

Preliminary, Subject to Change
For Discussion and Illustrative Purposes Only

City of Friendswood, Texas
Special Assessment Revenue Bonds, Series 2024
(City Center Public Improvement District Initial Major Improvement Area Project)
70% City TRIZ Contribution

Estimated Net Debt Service / Requirements - Initial Major Improvement Area ¹

Maturity	Maximum Annual Installments	Principal	Interest Rate ²	Interest	Debt Service	Capitalized Interest ³	Debt Service Reserve Fund ⁴	Net Debt Service ⁵	Additional Interest ⁶	PID Admin Fee ⁷	Net Initial MIA Annual Requirements ⁸
9/1/2024	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9/1/2025	4,659,929	-	7.000%	2,092,708	2,092,708	2,092,708	-	-	-	-	-
9/1/2026	4,659,929	-	7.000%	2,625,000	2,625,000	2,625,000	-	-	-	45,900	45,900
9/1/2027	4,659,929	438,000	7.000%	2,625,000	3,063,000	-	-	3,063,000	-	46,818	3,109,818
9/1/2028	4,659,929	469,000	7.000%	2,594,340	3,063,340	-	-	3,063,340	-	47,754	3,111,094
9/1/2029	4,659,929	504,000	7.000%	2,561,510	3,065,510	-	-	3,065,510	-	48,709	3,114,219
9/1/2030	4,659,929	540,000	7.000%	2,526,230	3,066,230	-	-	3,066,230	-	49,684	3,115,914
9/1/2031	4,659,929	580,000	7.000%	2,488,430	3,068,430	-	-	3,068,430	-	50,677	3,119,107
9/1/2032	4,659,929	622,000	7.000%	2,447,830	3,069,830	-	-	3,069,830	-	51,691	3,121,521
9/1/2033	4,659,929	668,000	7.000%	2,404,290	3,072,290	-	-	3,072,290	-	52,725	3,125,015
9/1/2034	4,659,929	717,000	7.000%	2,357,530	3,074,530	-	-	3,074,530	-	53,779	3,128,309
9/1/2035	4,659,929	770,000	7.000%	2,307,340	3,077,340	-	-	3,077,340	-	54,855	3,132,195
9/1/2036	4,659,929	827,000	7.000%	2,253,440	3,080,440	-	-	3,080,440	-	55,952	3,136,392
9/1/2037	4,659,929	887,000	7.000%	2,195,550	3,082,550	-	-	3,082,550	-	57,071	3,139,621
9/1/2038	4,659,929	953,000	7.000%	2,133,460	3,086,460	-	-	3,086,460	-	58,212	3,144,672
9/1/2039	4,659,929	1,023,000	7.000%	2,066,750	3,089,750	-	-	3,089,750	-	59,377	3,149,127
9/1/2040	4,659,929	1,099,000	7.000%	1,995,140	3,094,140	-	-	3,094,140	-	60,564	3,154,704
9/1/2041	4,659,929	1,180,000	7.000%	1,918,210	3,098,210	-	-	3,098,210	-	61,775	3,159,985
9/1/2042	4,659,929	1,267,000	7.000%	1,835,610	3,102,610	-	-	3,102,610	-	63,011	3,165,621
9/1/2043	4,659,929	1,361,000	7.000%	1,746,920	3,107,920	-	-	3,107,920	-	64,271	3,172,191
9/1/2044	4,659,929	1,462,000	7.000%	1,651,650	3,113,650	-	-	3,113,650	-	65,557	3,179,207
9/1/2045	4,659,929	1,570,000	7.000%	1,549,310	3,119,310	-	-	3,119,310	-	66,868	3,186,178
9/1/2046	4,659,929	1,686,000	7.000%	1,439,410	3,125,410	-	-	3,125,410	-	68,205	3,193,615
9/1/2047	4,659,929	1,812,000	7.000%	1,321,390	3,133,390	-	-	3,133,390	-	69,569	3,202,959
9/1/2048	4,659,929	1,946,000	7.000%	1,194,550	3,140,550	-	-	3,140,550	-	70,960	3,211,510
9/1/2049	4,659,929	2,091,000	7.000%	1,058,330	3,149,330	-	-	3,149,330	-	72,380	3,221,710
9/1/2050	4,659,929	2,246,000	7.000%	911,960	3,157,960	-	-	3,157,960	-	73,827	3,231,787
9/1/2051	4,659,929	2,413,000	7.000%	754,740	3,167,740	-	-	3,167,740	-	75,304	3,243,044
9/1/2052	4,659,929	2,592,000	7.000%	585,830	3,177,830	-	-	3,177,830	-	76,810	3,254,640
9/1/2053	4,659,929	2,785,000	7.000%	404,390	3,189,390	-	-	3,189,390	-	78,346	3,267,736
9/1/2054	4,659,929	2,992,000	7.000%	209,440	3,201,440	-	3,201,440	-	-	79,913	3,281,353
	\$ 139,797,874	\$ 37,500,000		\$ 54,256,288	\$ 91,756,288	\$ 4,717,708	\$ 3,201,440	\$ 83,837,140	\$ -	\$ 1,780,564	\$ 88,819,144

Notes:

1. Preliminary and subject to change. Subject to approval by the Issuer.
2. Rates are for discussion and illustration purposes only and are preliminary and subject to change.
3. Assumes capitalized interest through September 1, 2026.
4. Sized to 100% of maximum annual debt service.
5. Net of capitalized interest and debt service reserve fund release at maturity.
6. Funded to 2.5% of bond par at closing.
7. Assumes 2.0% annual escalation factor. First year fee is paid at bond closing.
8. Net of capitalized interest but excludes release of debt service reserve fund at maturity.

EXHIBIT K – DISTRICT BOUNDARY DESCRIPTION

Exhibit "A" District Boundaries

METES AND BOUNDS DESCRIPTION
106.472 ACRES (4,637,900 SQUARE FEET)
SARAH MCKISSICK LEAGUE, A-549
CITY OF FRIENDSWOOD
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 106.472 acres (4,637,900 square feet) of land situated in the Sarah McKissick League, Abstract Number 549, Harris County, Texas; being all of Restricted Reserves "A" and "C", CLEAR CREEK COMMUNITY CHURCH FRIENDSWOOD, a subdivision plat of record at Film Code No. 691601, Harris County Map Records (H.C.M.R.); being the residue of a called 135.778 acre tract of land conveyed to Clear Creek Community Church as described by deed recorded under Harris County Clerk's File (H.C.C.F.) No. 20150231965; said 106.472 acre tract of land being more particularly described as follows (bearings are oriented to the Texas State Plane Coordinate System of 1983, South Central Zone 4204, US Survey Feet, NAD83(NA2011)):

BEGINNING at a 5/8-inch iron rod with cap stamped "GBI PARTNERS" found on the curved southerly right-of-way (R.O.W.) line of F.M. 528 (120 feet wide) and marking the northerly common corner of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH; said iron rod also for the northwest corner of the herein described tract;

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

THENCE, North 81°12'37" East, along said southerly R.O.W. line, at 90.40 feet passing a 5/8-inch iron rod found marking the northeast corner of said Restricted Reserve "A", continuing in all for a total distance of 1,772.42 feet to a 5/8-inch iron rod found at the base of a concrete pad and marking the northwest corner of a called 28.9270 acre tract of land conveyed to Clear Creek I.S.D. as described by deed recorded under H.C.C.F. No. P598260; said iron rod for the northeast corner of the herein described tract;

THENCE, South 08°47'23" East, departing said southerly R.O.W. line, at 1,289.36 feet passing a 5/8-inch iron rod found marking the westerly common corner of said 28.9270 acre tract and a called 10.0000 acre tract of land conveyed to Clear Creek I.S.D. as described by deed recorded under H.C.C.F. No. P598262, continuing in all for a total distance of 2,190.65 feet to a 5/8-inch iron rod with cap stamped "RPLS 3974" found on the northwesterly R.O.W. line of a Harris County Flood Control District drainage easement (150 feet wide) as described by deeds recorded under H.C.C.F. No(s). E449568 and X384682; said iron rod for the southeast corner of the herein described tract;

Exhibit "A," Page 1

Page 348 of 353

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

THENCE, South 38°20'29" West, along said northwesterly R.O.W. line, a distance of 877.99 feet to the call meander line of mean higher water for Clear Creek as per survey prepared by Stephen Blaskey, LSLs, dated October 9, 2015 and for the most southerly corner of the herein described tract;

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

North 21°17'29" West, a distance of 80.86 feet to an angle point;
North 04°22'12" West, a distance of 216.80 feet to an angle point;
North 32°41'57" West, a distance of 184.39 feet to an angle point;
North 51°06'03" West, a distance of 159.93 feet to an angle point;
North 74°03'08" West, a distance of 164.71 feet to an angle point;
South 48°02'49" West, a distance of 44.69 feet to an angle point;
North 73°53'13" West, a distance of 47.50 feet to an angle point;
South 49°24'27" West, a distance of 89.87 feet to an angle point;
North 75°14'40" West, a distance of 40.66 feet to an angle point;
South 43°53'50" West, a distance of 146.10 feet to an angle point;
South 25°05'22" West, a distance of 134.50 feet to an angle point;
South 83°33'17" West, a distance of 49.30 feet to an angle point;
South 21°22'27" West, a distance of 73.69 feet to an angle point;
North 77°09'16" West, a distance of 62.96 feet to an angle point;
South 59°48'42" West, a distance of 48.72 feet to an angle point;

Exhibit "A," Page 2

Page 349 of 353

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

North 76°29'09" West, a distance of 56.65 feet to an angle point;
North 88°56'38" West, a distance of 120.31 feet to an angle point;
North 78°01'47" West, a distance of 221.29 feet to an angle point;
North 67°13'30" West, a distance of 112.00 feet to an angle point;
North 50°46'11" West, a distance of 258.04 feet to an angle point;
North 16°00'41" West, a distance of 99.00 feet to an angle point;
North 05°32'33" West, a distance of 60.42 feet to an angle point;
North 23°27'30" East, a distance of 67.18 feet to an angle point;
North 39°20'14" East, a distance of 42.52 feet to an angle point;
North 59°56'00" East, a distance of 35.59 feet to an angle point;
South 84°03'09" East, a distance of 25.53 feet to an angle point;
South 63°21'49" East, a distance of 25.66 feet to an angle point;
North 23°23'59" East, a distance of 84.42 feet to an angle point;
North 27°29'30" East, a distance of 63.48 feet to an angle point;
North 19°02'35" East, a distance of 103.93 feet to an angle point;
North 14°38'12" East, a distance of 53.72 feet to an angle point;
North 13°22'21" West, a distance of 9.00 feet to an angle point;
North 15°04'35" East, a distance of 70.83 feet to an angle point;
North 31°32'46" West, a distance of 52.49 feet to an angle point;

Exhibit "A," Page 3

Page 350 of 353

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

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

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

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

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

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

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

THENCE, North 18°29'00" West, continuing along a common line of said Restricted Reserves "A" and "B", CLEAR CREEK COMMUNITY CHURCH, a distance of 211.51 feet to the POINT OF BEGINNING and containing 106.472 acres (4,637,900 square feet) of land. This description is based upon a Land Title Survey of 106.472 Acres of land prepared by Boundary One, LLC. Project Number 6767-2209-657G.

Compiled by: Christian Offenburger, R.P.L.S.
Boundary One, L.L.C.
T.B.P.L.S Firm No. 10084800
150 W. Shadowbend, Suite 304
Friendswood, TX 77546
(281) 648-3131
www.boundaryone.com
October 20, 2022

APPENDIX A – ENGINEER’S REPORT

[Remainder of page intentionally left blank.]

FRIENDSWOOD CITY CENTER

PUBLIC IMPROVEMENTS DISTRICT (PID)

ENGINEERING REPORT



Ward, Getz and Associates, PLLC

1020 NE Loop 410, Suite 800
San Antonio, TX 78209
(210) 585-3700

WGA Project# 70455-016

September 24, 2024



Friendswood City Center

Public Improvements District (PID) Engineering Report

Table of Contents

Page

Executive Summary

1.	Introduction	1
2.	Development Improvements.....	1
3.	Development Improvement Descriptions.....	1
4.	Development Costs	3
4.	Development and Construction Schedule.....	3

Exhibit – E1 Overall P.I.D. Boundary

Appendix A – Initial Major Improvements

Engineer's Opinion of Probable Construction Cost

- A1 – Initial Major Improvements – Phase 1 Storm Drain and Detention Improvements
- A2 – Initial Major Improvements – Larrabee Way & Phase 1 Roadway Improvements
- A3 – Initial Major Improvements – Phase 1 Sidewalk Improvements
- A4 – Initial Major Improvements – Phase 1 FM 528 Intersection Improvements
- A5 – Initial Major Improvements – Sheet Piling Plan and Retaining Wall Improvements

Appendix B– Additional Major Improvements

Engineer's Opinion of Probable Construction Cost

- B1 – Additional Major Improvements – Phase 2 Storm Drain and Detention Improvements
- B2 – Additional Major Improvements – Phase 2 Roadway Improvements
- B3 – Additional Major Improvements – Phase 2 Sidewalk Improvements
- B4 – Additional Major Improvements – Phase 2 Intersection Improvements
- B5 – Additional Major Improvements – Water System
- B6 – Additional Major Improvements – Wastewater System
- B7 – Additional Major Improvements – Fire Station
- B8 – Additional Major Improvements – Park Improvements
- B9 – Additional Major Improvements – Lighting Improvements

Friendswood City Center

Public Improvements District (PID) Engineering Report

1. Introduction

The Friendswood City Center Development proposes that a Public Improvement District (PID) be created to facilitate the development of 124.6 Acres of land along E. F.M. 528 at its intersection of Blackhawk Blvd. in the Harris County portion of Friendswood, TX. The site is within Harris County, adjacent to Clear Creek which is the boundary between Harris and Galveston Counties.

The development will include multi-family residential and commercial properties; installation of a Fire Station, an extension of Blackhawk Blvd. to W. Bay Area Blvd., and two detention basins to mitigate stormwater runoff increases from the development of the site and two adjacent properties. This report includes supporting documentation related to the formation of a Public Improvements District (PID).

2. Development Improvements

Development improvements have been defined as **Initial Major Improvements** and **Additional Major Improvements**.

The **Initial Major Improvements** are depicted in **Appendix A**, and the **Additional Major Improvements** are depicted in **Appendix B**, of this report.

Development improvements will be designed and constructed in accordance with City of Friendswood Standards and Specifications and will be owned and operated by the City of Friendswood unless otherwise indicated. Development Improvements are depicted below.

3. Development Improvement Descriptions

3.1 Initial Major Improvements - Detention, Roadway, & Storm Drain

Detention & Storm Drain Initial Major Improvements will include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, manholes and junction boxes, curb inlets, headwalls, testing and all necessary appurtenances constructed to the City of Friendswood standards required to provide drainage service to Improvements for Friendswood City Center. Included are two permanent flood control detention ponds, called Detention Pond 1 and Detention Pond 2 respectively, clearing, excavation, piping for inbound and outbound drainage lines and outlet structures for both Detention Pond 1 and Detention Pond 2. Detention Pond 1 Excavation Fill on-site is calculated to be approximately 268,371 CY, Detention Pond 1 Excavation Fill Off-Site is approximately 336,062 CY, and Detention Pond 2 Excavation Fill Off-Site is approximately 105,952 CY. Detention Pond clearing, excavation, and all necessary appurtenances required for the construction of the detention ponds. The two detention ponds are being constructed to account for additional storage capacity for the benefit of the public. Storm improvements are shown below in Appendix 3 and are labeled accordingly as Phase I of the Overall Storm Improvements in the **Initial Major Improvements** Cost Estimate included in Appendix "A". Phase 1 of the Storm Improvements include 314 LF of 12" RCP, 409 LF of 15" RCP, 3,675 LF of 24" RCP, 984 LF of 30" RCP, 1,354 LF of 36" RCP, 485 LF of 42" RCP, 555 LF total of 48" pipe material, 461 LF of 60" RCP, 691 LF of 72" RCP, 1,085 LF of 84" RCP, as well as 773 LF of 6'x6' Reinforced Concrete Precast Boxes.

Initial Major Roadway Improvement items include construction of Phase 1 of an extension of Blackhawk Blvd from F.M. 528 to Larrabee Way which is calculated to be approximately 3,512 SY of roadway construction. Construction of Other Roadway Improvements included in Initial Roadway Improvements, Madison Ave., Townes Rd, and Larrabee Way, are calculated to be approximately 18,094 SY of Roadway Improvement. Initial Major Roadway Improvements include erosion control measures, earthwork, subgrade stabilization, concrete pavement with curb, concrete sidewalk with ADA ramps, signage, and construction testing. Proposed sidewalk improvements for the benefit of walkability within the site as well as better access from FM 528 for pedestrian traffic. These sidewalk improvements consist of 3,621 SY of sidewalk considered Phase 1 of the overall sidewalk improvements for the project.

Initial Major Signalization improvements at FM 528 & Townes Rd. include upgrading the existing flashing traffic signal to full operation to current Texas Department of Transportation specifications; as well as adding a southbound left turn lane on Townes Rd. to balance the new (widening) approach to FM 528 northbound from the new development. Initial Major Signalization improvements at FM 528 and Blackhawk Blvd. will include upgrading the existing traffic signal to full operation to current Texas Department of Transportation specifications with the new south leg of the intersection as well as adding a southbound left turn lane on Blackhawk Blvd. to balance the new (widening) approach to FM 528 for access management purposes.

Costs related to designing, constructing, installing, and financing the Initial Major Improvements of Friendswood City Center are outlined in the "Initial Major Improvements – Engineer's Opinion of Probable Costs" contained in Appendix "A" of this report. These costs include land planning, engineering design (*consultant fees*), City fees, soil testing, survey, construction management, legal fees, contingency, inspection fees, district formation costs, and other PID costs. These costs will be initially incurred by the Developer. The City of Friendswood, TX will reimburse the developer per a Tax Reimbursement Investment Zone (TIRZ) Agreement prepared separately.

3.2 Additional Major Improvements

Additional Major Water Improvements to include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, valves, fire hydrant assemblies, service connections, testing and all necessary appurtenances constructed to the City of Friendswood standards required to provide improvements to Friendswood City Center. There will be 12" water lines constructed along Blackhawk Blvd. connecting to the existing water infrastructure on F.M. 528 and West Bay Area Blvd. There will be a 12" water line along Townes Rd. Bennett Blvd. and Larrabee Way will have an 8" water line running across connecting the 12" water lines on Townes Rd. and Blackhawk Blvd.

Additional Major Wastewater Improvements to include erosion control measures, earthwork, trench excavation and embedment, trench safety, pipe installation, manholes, service connections, and testing among others constructed to the City of Friendswood standards required to provide wastewater service to improvements to Friendswood City Center. Construction will consist of an 8" wastewater lines along Larrabee Way and a portion of Blackhawk Blvd. Blackhawk Blvd. will transition from an 8" wastewater line to a 12" wastewater line tying into a proposed Sanitary Lift Station south of the site on Blackhawk Blvd. The approximate total amount of wastewater line material will include 1,705 LF of 12" PVC total, and 1,859 LF of 8" PVC total.

A proposed Sanitary Lift Station is slated to cost an estimated \$1,331,000 and will tie into the manhole on West Bay Area Blvd. An existing 8" Sanitary Sewer Line and Sanitary Lift Station that currently service Clear Creek Community Church will be abandoned and, in its place, the existing wastewater line will be rerouted into the Friendswood City Center Sanitary Sewer system near the Blackhawk Blvd and F.M. 528 connection.

Additional Major Signalization Improvements at West Bay Area Blvd. will include a left turn lane addition at West Bay Area Blvd. where it meets with the extension of Blackhawk Blvd for access management purposes.

Additional Major Storm Improvements are tabulated in the "Additional Major Improvements Cost Estimate" found in Appendix "B" of this report. These improvements include trench excavation and embedment, trench safety, pipe installation, manholes and junction boxes, curb inlets, testing and all necessary appurtenances constructed to the City of Friendswood standards required to provide drainage service to Improvements for Friendswood City Center.

For Additional Major Landscaping, Parks and Amenities Major Improvements see attached Memorandum provided by Diamond Development Group (Titled "Landscape, Parks, and Amenities Friendswood City Center").

Additional Major Improvements will include the construction of an estimated \$8,000,000 fire station for use by the City of Friendswood for the benefit of the public. This fire station will be constructed off Phase 2 of the Blackhawk Blvd. expansion.

Costs related to designing, constructing, installing, and financing the Additional Major Improvements of Friendswood City Center are outlined in the "Additional Major Improvements – Engineer's Opinion of Probable Costs" contained in Appendix "B" of this report. These costs include land planning, engineering design (*/consultant fees*), City fees, soil testing, survey, construction management, legal fees, contingency, inspection fees, district formation costs, and other PID costs. These costs will be initially incurred by the Developer. The City of Friendswood, TX will reimburse the developer per a Tax Reimbursement Investment Zone (TIRZ) Agreement prepared separately

3.3 Public Benefit

The development will provide several benefits to the public including (but not limited to) the construction of multi-family residential and commercial properties; installation of a Fire Station, an extension of Blackhawk Blvd. to W. Bay Area Blvd., an extensive park and trail system, pedestrian friendly streets, and two detention basins to mitigate stormwater runoff increases from the development of the site and two adjacent properties.

4. Development Costs

An Engineers' Opinion of Probable Cost (OPC) has been prepared for both the **Initial Major improvements** and **Additional Major Improvements** described above and are included as the **Initial Major Improvements Engineer's Opinion of Probable Cost** in **Appendix A** and **Additional Major Improvements Engineer's Opinion of Probable Cost** in **Appendix B**, respectively. The Opinion of Probable Costs are based on contractor pricing, Diamond Development Group's expertise in Landscaping, Parks and amenities, and WGA's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied. Actual costs may vary.

5. Development and Construction Schedule

5.1 Design Stage

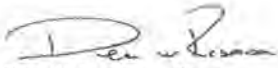
The overall site has been designed and the preliminary plat has been approved by the City of Friendswood and City Council. The civil plans are currently under review by the City of Friendswood. The project has received Drainage Approval from Harris County Flood Control District. A final plat has been completed and is currently under review by the City of Friendswood. The city has sufficient sewer and water capacity for the entire project. Contracts have been entered on all reserves on-site.

5.2 Construction Stage

- Initial Major Improvements – Begin Construction: Quarter 2 of 2024; End Construction: Quarter 3 of 2025
- Additional Major Improvements – Begin Construction: Quarter 2 of 2025; End Construction: Quarter 2 of 2026

Thank you for your review of this letter. Should you have any questions or wish to discuss this submittal in detail, please contact me at 210.585.3700 or drasmuson@wga-llp.com.

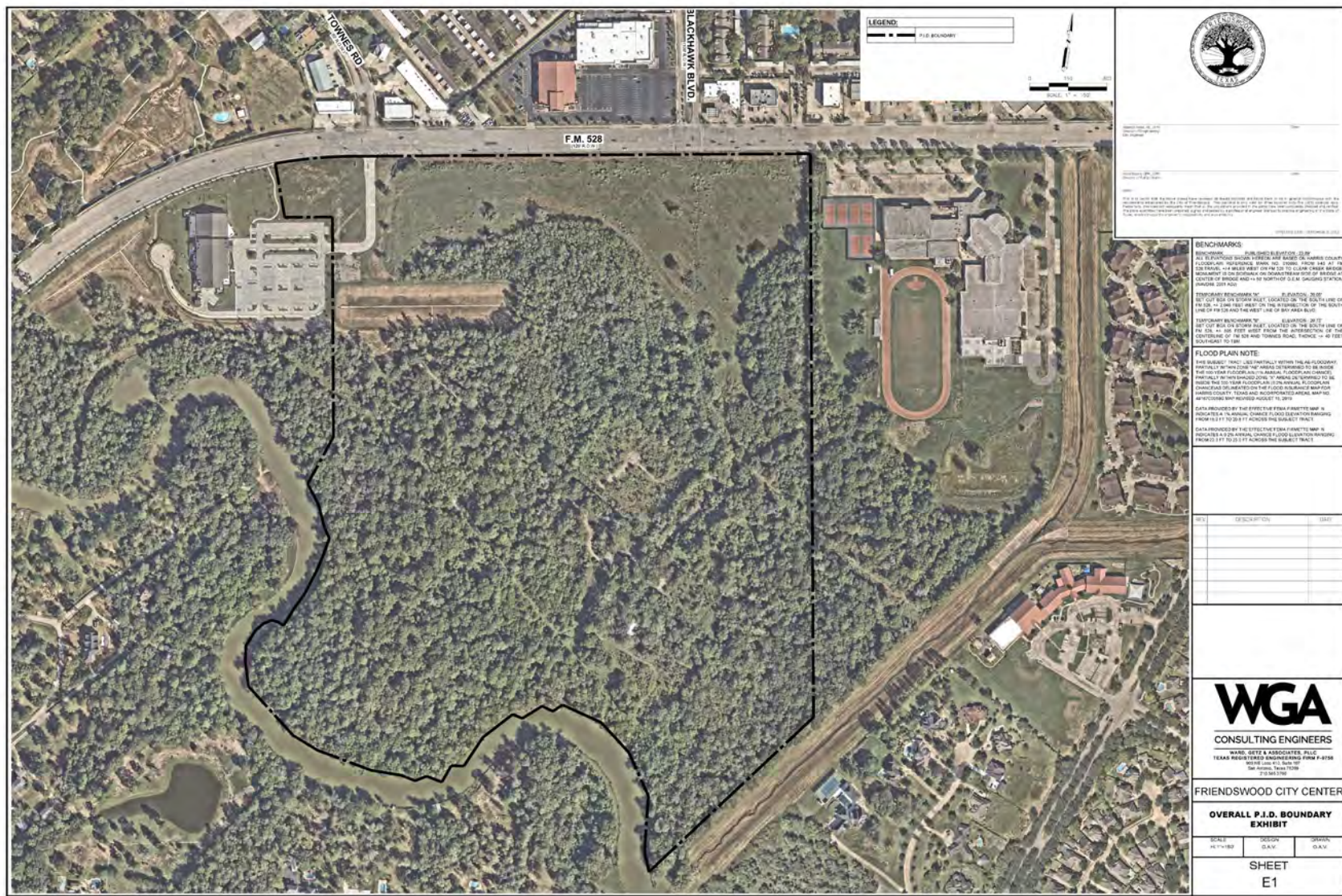
Sincerely,



Dean W. Rasmuson, PE
Senior Engineering Advisor



1020 NE Loop 410, Ste. 800 | San Antonio, TX 78209
O: 210-586-3700 D: 210-455-1320



APPENDIX A

Initial Major Improvements



FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

CONSTRUCTION COST SUMMARY

UNIT A: POLLUTION PREVENTION AND MISCELLANEOUS *UNIT A NOT INCLUDED IN CONSTRUCTION CONTINGENCY*	\$	102,790
UNIT B: SITE PREPARATION	\$	237,253
UNIT C: CLEARING, GRUBBING, & DEMOLITION	\$	3,226,763
UNIT D: EARTHWORK, PAVING & GRADING	\$	9,734,600
UNIT E: FM 528 TRAFFIC IMPROVEMENTS	\$	1,200,000
UNIT F: DETENTION	\$	8,886,907
UNIT G: STORM DRAINAGE SYSTEM	\$	5,144,261
CONSTRUCTION CONTINGENCIES (13%)	\$	3,695,872
UNIT H: PROFESSIONAL FEES	\$	1,611,721
TOTAL ESTIMATED CONSTRUCTION COST INITIAL MAJOR IMPROVEMENTS	\$	33,840,166

Note: Consultant Engineering Design and other Fees are included in the
"Additional Major Improvements" Cost Estimate found in Report
Appendix "B"

Submitted by:

Dean W. Rasmuson, PE
Sr. Engineering Advisor
F-9756

Notes: 1. All values rounded up to the nearest dollar amount. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 INITIAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT A: POLLUTION PREVENTION AND MISCELLANEOUS					
1.	Reinforced Filter Fabric Fence	LF	15,000	\$ 1.65	\$ 24,750
2.	Submit N.O.I.s & N.O.T.s, Review PPP, and posting of materials on job site.	LS	1	\$ 3,000.00	\$ 3,000
3.	Maintain and Repair RFFF	MO	12	\$ 3,000.00	\$ 36,000
4.	PPP Inspection and Reporting	MO	12	\$ 1,000.00	\$ 12,000
5.	Street Cleaning	HR	200	\$ 65.00	\$ 13,000
6.	Stabilized Construction Exit	EA	2	\$ 3,000.00	\$ 6,000
7.	Type II Filter Dam	EA	2	\$ 2,000.00	\$ 4,000
8.	Inlet Protection, Stage One	EA	19	\$ 80.00	\$ 1,520
9.	Inlet Protection, Stage Two	EA	42	\$ 60.00	\$ 2,520
UNIT A SUB-TOTAL BID					\$ 102,790

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 INITIAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT B: SITE PREPARATION					
1.	Mobilization	LS	1.00	\$ 202,252.85	\$ 202,253
2.	Construction Staking	LS	1.00	\$ 35,000.00	\$ 35,000
UNIT B SUB-TOTAL BID					\$ 237,253

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 INITIAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-018
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT C: CLEARING, GRUBBING, & DEMOLITION					
1.	Light Clearing - Chip and Haul' (including but not limited to removal of trees stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per specification; stripping, stockpiling replacing topsoil; and maintaining positive drainage for the entire site)	AC	22.81	\$ 23,207.13	\$ 529,355
2.	Heavy Clearing - Chip and Haul' (including but not limited to removal of tree stumps, logs, vegetation, fences, rubbish, debris, organic matter and other objectionable material per specification; stripping, stockpiling replacing topsoil; and maintaining positive drainage for the entire site)	AC	71.23	\$ 35,885.56	\$ 2,554,704
3.	3" Force Main Removal and Disposal, Complete in place	LF	2,778.18	\$ 25.00	\$ 69,455
4.	12" Waterline Removal and Disposal, Complete in place	LF	2,930.00	\$ 25.00	\$ 73,250
UNIT C SUB-TOTAL BID					\$ 3,226,763

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT D: EARTHWORK, PAVING & GRADING					
1.	Detention Pond 1 Excavation - Fill and Compaction Onsite, complete in place	CY	266,346.26	\$ 7.40	\$ 1,985,762
2a.	Flood - Detention Pond 1 Excavation - Fill Offsite, Complete in Place	CY	207,328.46	\$ 17.00	\$ 3,524,584
2b.	PID - Detention Pond 1 Excavation - Fill Offsite, Complete in Place	CY	128,733.54	\$ 17.00	\$ 2,188,470
3.	Utility Spoils - Fill Offsite, Complete in place	CY	11,450	\$ 17.00	\$ 194,650
4.	Blackhawk Blvd Phase 1 - 7" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	3,512	\$ 65.00	\$ 228,280
5.	Larrabee Way - 5" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	12,275	\$ 63.00	\$ 773,333
6.	Madison Ave Phase 1 - 6" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	1,543	\$ 60.00	\$ 92,603
7.	Townes Road Phase 1 - 6" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	4,276	\$ 60.00	\$ 256,560
8.	6" Reinforced Concrete Curb, Complete in place	LF	7,802	\$ 4.20	\$ 32,768
9.	Blackhawk Blvd Phase 1 - 8" Stabilized Subgrade, Complete in place	SY	3,512	\$ 3.60	\$ 12,643
10.	Larrabee Way Phase 1 - 8" Stabilized Subgrade, Complete in place	SY	12,275	\$ 3.60	\$ 44,190
11.	Madison Ave Phase 1 - 8" Stabilized Subgrade, Complete in place	SY	1,543	\$ 3.60	\$ 5,556
12.	Townes Road Phase 1 - 8" Stabilized Subgrade, Complete in place	SY	4,276	\$ 3.60	\$ 15,395
13.	Phase 1 - 4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk), Complete in place	SY	3,621	\$ 40.00	\$ 144,840
14.	Phase 1 - 2" Bank Sand Bedding @95% SPD (Sidewalk), Complete in place	SY	3,621	\$ 2.00	\$ 7,242
15.	Phase 1 - Traffic/Street Name Sign, Complete in Place	EA	10	\$ 3,000.00	\$ 30,000
16.	Phase 1 - Striping, Complete in Place	LS	3,350	\$ 1.55	\$ 5,193
17.	Phase 1 - Wheelchair Ramps	EA	35	\$ 5,500.00	\$ 192,500
UNIT D SUB-TOTAL BID				\$	9,734,600

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 INITIAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT E: FM 528 TRAFFIC IMPROVEMENTS					
1.	Blackhawk Intersection Signalization Improvements, Complete in place	LS	1	\$ 500,000.00	\$ 500,000
2.	Townes Road Intersection Signalization Improvements, Complete in place	LS	1	\$ 400,000.00	\$ 400,000
3.	Left Turn Lane Southbound at Townes Rd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000
4.	Left Turn Lane Southbound at Blackhawk Blvd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000
UNIT E SUB-TOTAL BID					\$ 1,200,000

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT F: DETENTION					
1.	Detention Pond 1 - Backslope Interceptor 10'x10' w/ 24" GCMP (per HCFCO Standards), Complete in Place	EA	6	\$ 14,500.00	\$ 87,000
2.	Detention Pond 1 - Backslope Swale, Complete in Place	LF	2,860	\$ 5.50	\$ 15,675
3.	Detention Pond 1 - Stabilization Utilizing Flexterra High Performance Flexible Growth Medium (HPF) w/ 1 Inch within the first 6 Weeks. All Seeds to Have 95% Germination or Higher	AC	15	\$ 3,500.00	\$ 52,500
4.	Sheet Piling (20 Tall from Top of Bank to Bottom of Pond), Complete in Place	LF	1,400	\$ 3,000.00	\$ 4,200,000
5.	Dewatering	LS	1	\$ 500,000.00	\$ 500,000
6.	Reinforced Concrete Slope Paving (5" Thick per HCFCO Standards), Complete in Place	SY	1,780	\$ 100.00	\$ 178,000
7.	Riprap - Gradation No. 1 (18" thick per HCFCO Standards), Complete in Place	SY	927	\$ 65.00	\$ 60,255
8.	Floatable Collection Screen Structure (Per HCFCO Standards), Complete in Place	LS	1	\$ 75,000.00	\$ 75,000
9.	4' Retaining Wall Cast in Place, Complete in Place	LF	2,800	\$ 500.00	\$ 1,400,000
10.	8' Retaining Wall Cast in Place, Complete in Place	LF	300	\$ 1,000.00	\$ 300,000
11.	PID - Detention Pond 2 Excavation - Fill Offsite, Complete in place	CY	39,928	\$ 18.50	\$ 738,659
12.	PID - Detention Pond 2 Backslope Interceptor 10'x10' w/ 24" GCMP (per HCFCO Standards), Complete in Place	EA	2	\$ 14,500.00	\$ 29,000
13.	PID - Detention Pond 2 Backslope Swale, Complete in Place	LF	1,150	\$ 5.50	\$ 6,325
14.	PID - Detention Pond 2 Stabilization Utilizing Standard Hydromulch w/ 1 Inch of Growth Within the first 6 Weeks. All Seeds to Have 95%	AC	6	\$ 3,000.00	\$ 17,040
15.	Public Benefit - Detention Pond 2 Excavation - Fill Offsite, Complete in place	CY	66,024	\$ 18.50	\$ 1,221,453
16.	Public Benefit - Stabilization Utilizing Standard Hydromulch w/ 1 Inch of Growth Within the first 6 Weeks. All Seeds to Have 95%	AC	2	\$ 3,000.00	\$ 6,000
UNIT F SUB-TOTAL BID					\$ 8,886,907

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

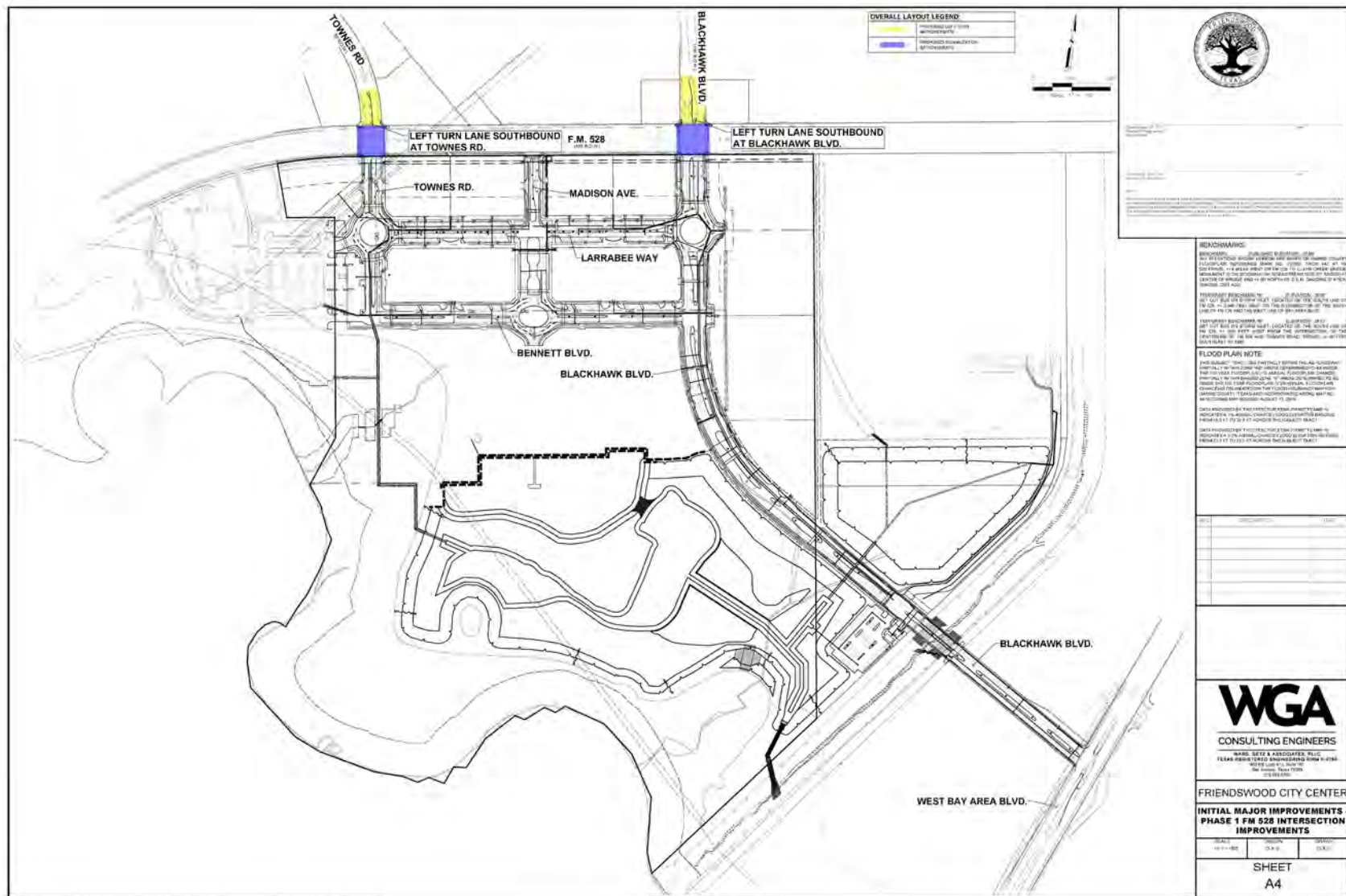
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT G: STORM DRAINAGE SYSTEM					
1.	Phase 1 - 12" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	314	\$ 57.50	\$ 18,055
2.	Phase 1 - 15" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	409	\$ 86.25	\$ 35,276
3.	Phase 1 - 24" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	3,675	\$ 115.00	\$ 422,625
4.	Phase 1 - 30" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	984	\$ 145.00	\$ 142,680
5.	Phase 1 - 36" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	1,354	\$ 200.00	\$ 270,800
6.	Phase 1 - 42" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	485	\$ 285.00	\$ 138,225
7.	Phase 1 - 48" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	325	\$ 320.00	\$ 104,000
8.	Phase 1 - 48" CMP (All Cuts), Complete in Place	LF	230	\$ 320.00	\$ 73,600
9.	Phase 1 - 60" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	461	\$ 500.00	\$ 230,500
10.	Phase 1 - 72" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	891	\$ 730.00	\$ 649,430
11.	Phase 1 - 84" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	1,085	\$ 1,100.00	\$ 1,193,500
12.	Phase 1 - 6'x8' Reinforced Concrete Box, C1433 (All Cuts), Complete in Place	LF	773	\$ 1,250.00	\$ 966,250
13.	Phase 1 - Trench Dewatering	LF	5,035	\$ 35.00	\$ 176,225
14.	Phase 1 - Type "A" Inlet, Complete in Place	EA	13	\$ 5,500.00	\$ 71,500
15.	Phase 1 - Type "B-B" Inlet, Complete in Place	EA	38	\$ 4,500.00	\$ 171,000
16.	Phase 1 - Type "C" Manhole (42" and smaller), Complete in Place	EA	48	\$ 4,500.00	\$ 216,000
17.	Phase 1 - Type "C" Manhole (42" and smaller) w/ Ty."A" Inlet, Complete in Place	EA	7	\$ 7,500.00	\$ 52,500
18.	Phase 1 - Type "C" Manhole (48"-72"), Complete in Place	EA	13	\$ 9,000.00	\$ 117,000
19.	Phase 1 - Type "C" Manhole (84" and Larger), Complete in Place	EA	15	\$ 15,000.00	\$ 225,000
20.	Phase 1 - OSHA Trench Safety System	LF	10,063	\$ 1.50	\$ 15,095
UNIT G SUB-TOTAL BID					\$ 5,144,261

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
INITIAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

<u>UNIT H: PROFESSIONAL FEES</u>	Amount
<u>Drainage and Flood Mitigation</u>	
Geotechnical Investigation to date (Riner Engineering)	\$ 26,291
Project Coordination (Tannos Development)	\$ 25,988
Schematic, design, development documents (DDG)	\$ 212,625
Civil Engineering (WGA)	\$ 1,034,600
Security Fencing (American Fence)	\$ 9,983
Land clear to install security fence (All-Tex)	\$ 6,000
Staking for security fence placement (Boundary One)	\$ 1,850
Overhead (12%)	\$ 158,080
Miscellaneous Costs	\$ 136,305
DRAINAGE AND FLOOD FEES ITEMS SUB-TOTAL	\$ 1,611,721
 TOTAL UNIT H: PROFESSIONAL FEES	 \$ 1,611,721

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.



APPENDIX B

Additional Major Improvements



FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT

ADDITIONAL MAJOR IMPROVEMENTS

ENGINEER'S OPINION OF PROBABLE COST

PROJECT NO. 70455-016

9/24/2024

CONSTRUCTION COST SUMMARY

UNIT I: EARTHWORK, PAVING & GRADING	\$	3,400,250
UNIT J: WATER DISTRIBUTION SYSTEM	\$	1,007,036
UNIT K: STORM DRAINAGE SYSTEM	\$	179,101
UNIT L: SANITARY SEWER SYSTEM	\$	862,879
UNIT M: SANITARY LIFT STATION	\$	1,330,700
UNIT N: MISCELLANEOUS - LANDSCAPING	\$	5,597,472
UNIT O: MISCELLANEOUS - CIVIL	\$	3,063,184
UNIT P: FIRE STATION	\$	1,032,520
'ADDITIONAL COST CHARGE TO TIRZ'		
CONSTRUCTION CONTINGENCIES (13%)	\$	2,141,508
UNIT Q: PROFESSIONAL FEES	\$	2,981,848

**TOTAL ESTIMATED CONSTRUCTION COSTS
ADDITIONAL MAJOR IMPROVEMENTS**

\$ 21,596,499

Submitted by:

Dean W. Rasmuson, PE
Sr. Engineering Advisor
F-9756

Notes: 1. All values rounded up to the nearest dollar amount. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 ADDITIONAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT I: EARTHWORK, PAVING & GRADING					
1.	Blackhawk Blvd Phase II - 7" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	17,711	\$ 70.00	\$ 1,239,770
2.	Madison Ave Phase II - 6" 4,000 PSI Reinforced Concrete Pavement, complete in place.	SY	3,114	\$ 65.00	\$ 202,442
3.	Townes Road Phase II - 6" 4,000 PSI Reinforced Concrete Pavement, complete in place.	SY	4,723	\$ 65.00	\$ 306,990
4.	Bennett Blvd Phase II - 6" 4,000 PSI Reinforced Concrete Pavement complete in place.	SY	11,728	\$ 65.00	\$ 762,310
5.	6" Reinforced Concrete Curb, Complete in place	LF	24,263	\$ 4.20	\$ 101,905
6.	Blackhawk Blvd Phase II - 8" Stabilized Subgrade, complete in place	SY	17,711	\$ 3.60	\$ 63,760
7.	Madison Ave Phase II - 8" Stabilized Subgrade, complete in place.	SY	3,114	\$ 3.60	\$ 11,212
8.	Townes Road Phase II - 8" Stabilized Subgrade, complete in place.	SY	4,723	\$ 3.60	\$ 17,003
9.	Bennett Blvd Phase II - 8" Stabilized Subgrade, complete in place.	SY	11,728	\$ 3.60	\$ 42,220
10.	Phase II - 4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk), Complete in place	SY	7,463	\$ 40.00	\$ 298,520
11.	Phase II - 2" Bank Sand Bedding @95% SPD (Sidewalk), Complete in place	SY	7,463	\$ 2.00	\$ 14,926
12.	Phase II - Traffic/Street Name Sign, Complete in Place	EA	27	\$ 3,000.00	\$ 81,000
13.	Phase II - Striping, Complete in Place	LS	3,350	\$ 1.55	\$ 5,193
14.	Phase II - Wheelchair Ramps	EA	46	\$ 5,500.00	\$ 253,000
UNIT I SUB-TOTAL BID					\$ 3,400,250

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
ADDITIONAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT J: WATER DISTRIBUTION SYSTEM					
1.	12" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	4,861	\$ 80.00	\$ 388,880
2.	10" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	162	\$ 55.00	\$ 8,910
3.	8" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	1,748	\$ 50.00	\$ 87,400
4.	1.5" C900 PVC CL 150 Water Line, All Depths, Complete in Place	LF	87	\$ 30.00	\$ 2,610
5.	12" Jack and Bore, Complete in Place	LF	55	\$ 175.00	\$ 9,625
6.	12" Directional Bore, Complete in Place	LF	200	\$ 1,250.00	\$ 250,000
7.	12" Wet Connection, Complete in Place	EA	3	\$ 2,400.00	\$ 7,200
8.	1.5" Plug and Clamp, Complete in Place	EA	1	\$ 200.00	\$ 200
9.	1.5" Meter, Complete in Place	EA	1	\$ 5,000.00	\$ 5,000
10.	1.5" Double Check Backflow Preventor, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500
11.	Fire Hydrant incl. Valve and Tee, Complete in Place	EA	14	\$ 7,500.00	\$ 105,000
12.	12" Gate Valve & Box, Complete in Place	EA	18	\$ 3,700.00	\$ 66,600
13.	10" Gate Valve & Box, Complete in Place	EA	6	\$ 3,000.00	\$ 18,000
14.	10" Plug and Clamp, Complete in Place	EA	2	\$ 1,200.00	\$ 2,400
15.	8" Gate Valve & Box, Complete in Place	EA	16	\$ 2,100.00	\$ 33,600
16.	8" Plug and Clamp, Complete in Place	EA	8	\$ 1,000.00	\$ 8,000
17.	1.5" Gate Valve & Box, Complete in Place	EA	1	\$ 572.00	\$ 572
18.	OSHA Trench Safety System	LF	7,028	\$ 1.50	\$ 10,539
UNIT J SUB-TOTAL BID					\$ 1,007,036

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 ADDITIONAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT K: STORM DRAINAGE SYSTEM					
1.	Phase II - 24" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	709	\$ 115.00	\$ 81,535
2.	Phase II - 48" CMP (All Cuts), Complete in Place	LF	125	\$ 320.00	\$ 40,000
3.	Phase II - Trench Dewatering	LF	709	\$ 35.00	\$ 24,815
4.	Phase II - Type "B-B" Inlet, Complete in Place	EA	4	\$ 4,500.00	\$ 18,000
5.	Phase II - Type "C" Manhole (42" and smaller), Complete in Place	EA	3	\$ 4,500.00	\$ 13,500
6.	Phase II - OSHA Trench Safety System	LF	834	\$ 1.50	\$ 1,251
UNIT K SUB-TOTAL BID					\$ 179,101

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 ADDITIONAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT L- SANITARY SEWER SYSTEM					
1.	12" SDR 26 PVC Sewer (8' - 12' depth), Complete in Place	LF	1,122	\$ 85.00	\$ 95,370
2.	12" SDR 26 PVC Sewer (12' - 16' depth), Complete in Place	LF	583	\$ 100.00	\$ 58,300
3.	8" SDR 26 PVC Sewer (8' - 12' depth), Complete in Place	LF	1,256	\$ 50.00	\$ 62,800
4.	8" SDR 26 PVC Sewer (12' - 16' depth), Complete in Place	LF	603	\$ 65.00	\$ 39,195
5.	Precast Concrete Manhole, Complete in Place	EA	22	\$ 6,000.00	\$ 132,000
6.	Extra Depth for Standard MH 8' - 12' Depth	VF	10	\$ 275.00	\$ 2,750
7.	Extra Depth for Standard MH Over 12' Depth	VF	57	\$ 300.00	\$ 17,100
8.	8" Sanitary Sewer Plug, Complete in Place	EA	25	\$ 1,000.00	\$ 25,000
9.	Trench Dewatering	LF	3,564	\$ 35.00	\$ 124,740
10.	6" Force Main, Complete in Place	LF	935	\$ 45.00	\$ 42,075
11.	8" Force Main Directional Bore, Complete in Place	LF	200	\$ 1,250.00	\$ 250,000
12.	Air Release Valve for 6", Complete in Place	EA	1	\$ 4,000.00	\$ 4,000
13.	6" Force Main Tie Into Existing MH, Complete in Place	EA	1	\$ 2,500.00	\$ 2,500
14.	OSHA Trench Safety System	LF	4,699	\$ 1.50	\$ 7,049
UNIT L SUB-TOTAL BID					\$ 862,879

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 ADDITIONAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT M: SANITARY LIFT STATION					
1.	Lift Station, Complete in Place	LS	1	\$ 1,250,000.00	\$ 1,250,000
2.	6" 4,000 PSI Reinforced Concrete Pavement, Complete in place	SY	370	\$ 60.00	\$ 22,200
3.	12' Wide 6' Chain Link Gate w/ 2' ft of barbed wire, Complete in place	EA	1	\$ 5,000.00	\$ 5,000
4.	6' Chain Link Fence w/ 2' ft of barbed wire, Complete in place	LF	214	\$ 250.00	\$ 53,500
UNIT M SUB-TOTAL BID					\$1,330,700

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 ADDITIONAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT N: MISCELLANEOUS - LANDSCAPING					
1.	Bath House *	SF	650	\$ 435.00	\$ 282,750
2.	Site Utilities ROW *	EA	16	\$ 850.00	\$ 13,600
3.	Benches/ Admen *	EA	45	\$ 1,650.00	\$ 74,250
4.	Landscape ROW *	EA	1	\$ 2,450,000.00	\$ 2,450,000
5.	Pavers *	SF	35,600	\$ 15.00	\$ 534,000
6.	Decomposed Granite *	CF	80,903	\$ 5.88	\$ 475,707
7.	Concrete Edge Band *	CF	32,361	\$ 8.52	\$ 275,716
8.	Limestone Benches *	LF	56	\$ 1,200.00	\$ 67,200
9.	Landscape *	EA	12,000	\$ 50.00	\$ 600,000
10.	Street Lights w/ foundation, Complete in Place	EA	30	\$ 20,000.00	\$ 600,000
11.	Solar Lighting *	EA	65	\$ 3,450.00	\$ 224,250
UNIT N SUB-TOTAL BID					\$ 5,597,472

* LANDSCAPING, PARK, AND AMMENITY ESTIMATES ON THIS ENGINEER'S OPINION OF PROBABLE COST WERE PROVIDED BY DIAMOND DEVELOPMENT GROUP.

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
ADDITIONAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
UNIT O: MISCELLANEOUS - CIVIL					
1.	Left Turn Lane NorthEastbound at Bay Area Blvd, Complete in Place	LS	1	\$ 150,000.00	\$ 150,000
2.	Bridge Westbound (2 lanes) on Blackhawk from Station 27+42.67 to 25+70. Complete in place	LS	1	\$ 1,200,000.00	\$ 1,200,000
3.	Bridge Eastbound (2 lanes) on Blackhawk from Station 25+72.33 to 27+37.33. Complete in place	LS	1	\$ 1,200,000.00	\$ 1,200,000
4.	CCISD Road 6" 3,500 PSI Reinforced Concrete Pavement, Complete in place	SY	3,950	\$ 55.00	\$ 217,250
5.	CCISD Road 6" Reinforced Concrete Curb, Complete in place	LF	2,269	\$ 4.20	\$ 9,530
6.	CCISD Road 8" Stabilized Subgrade, Complete in place	SY	4,215	\$ 3.60	\$ 15,174
7.	CCISD Road 4.5" 3,000 PSI Reinforced Concrete Pavement (Sidewalk) Complete in place	SY	244	\$ 40.00	\$ 9,760
8.	CCISD Road 12" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	321	\$ 80.00	\$ 25,680
9.	CCISD Road 15" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	416	\$ 100.00	\$ 41,600
10.	CCISD Road 30" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	222	\$ 145.00	\$ 32,190
11.	CCISD Road 36" ASTM C-76 CLIII RCP (All Cuts), Complete in Place	LF	85	\$ 200.00	\$ 17,000
12.	CCISD Road Type "C" Manhole (42" and smaller) w/ Ty."A" Inlet, Complete in Place	EA	6	\$ 7,500.00	\$ 45,000
13.	CCISD Road Street Lights w/ foundation, Complete in Place	EA	5	\$ 20,000.00	\$ 100,000
UNIT O SUB-TOTAL BID					\$ 3,063,184

Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
 ADDITIONAL MAJOR IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 PROJECT NO. 70455-016
 9/24/2024

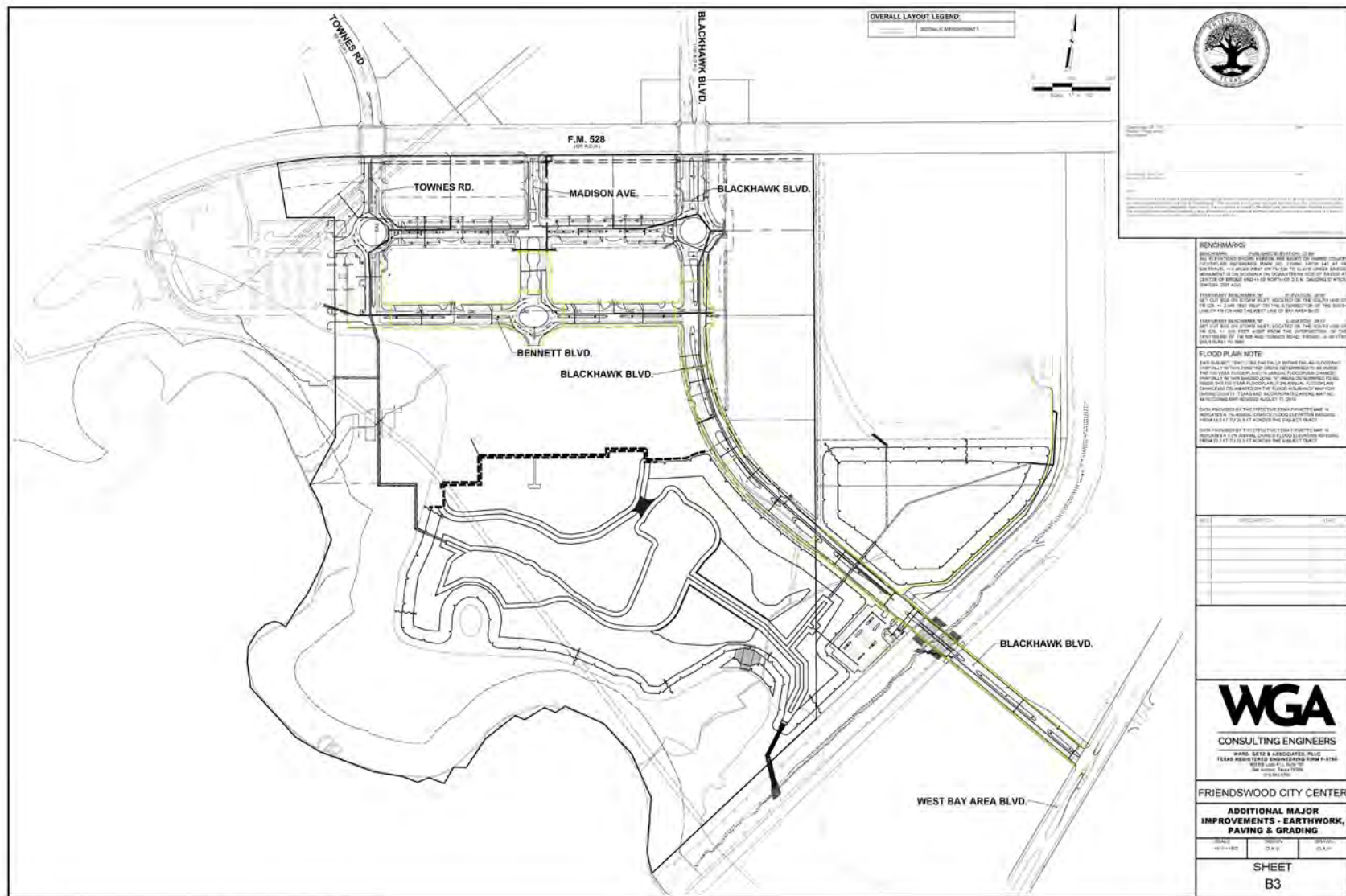
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>UNIT P: FIRE STATION</u>					
1.	Fire Station	LS	1	\$ 1,032,520.00	\$ 1,032,520
UNIT P SUB-TOTAL BID					\$ 1,032,520

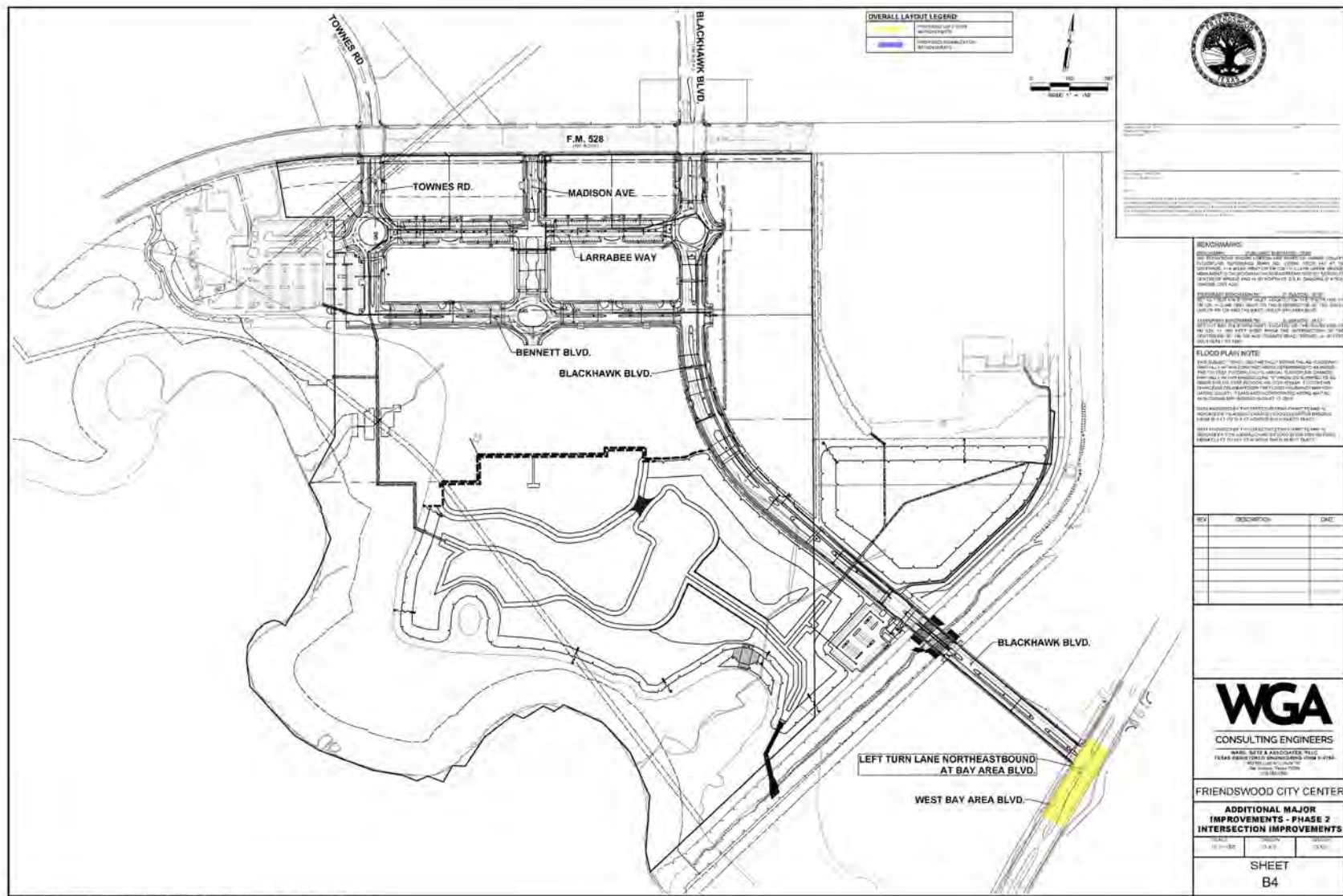
Notes: 1. All values rounded up to the nearest hundred. 2. This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

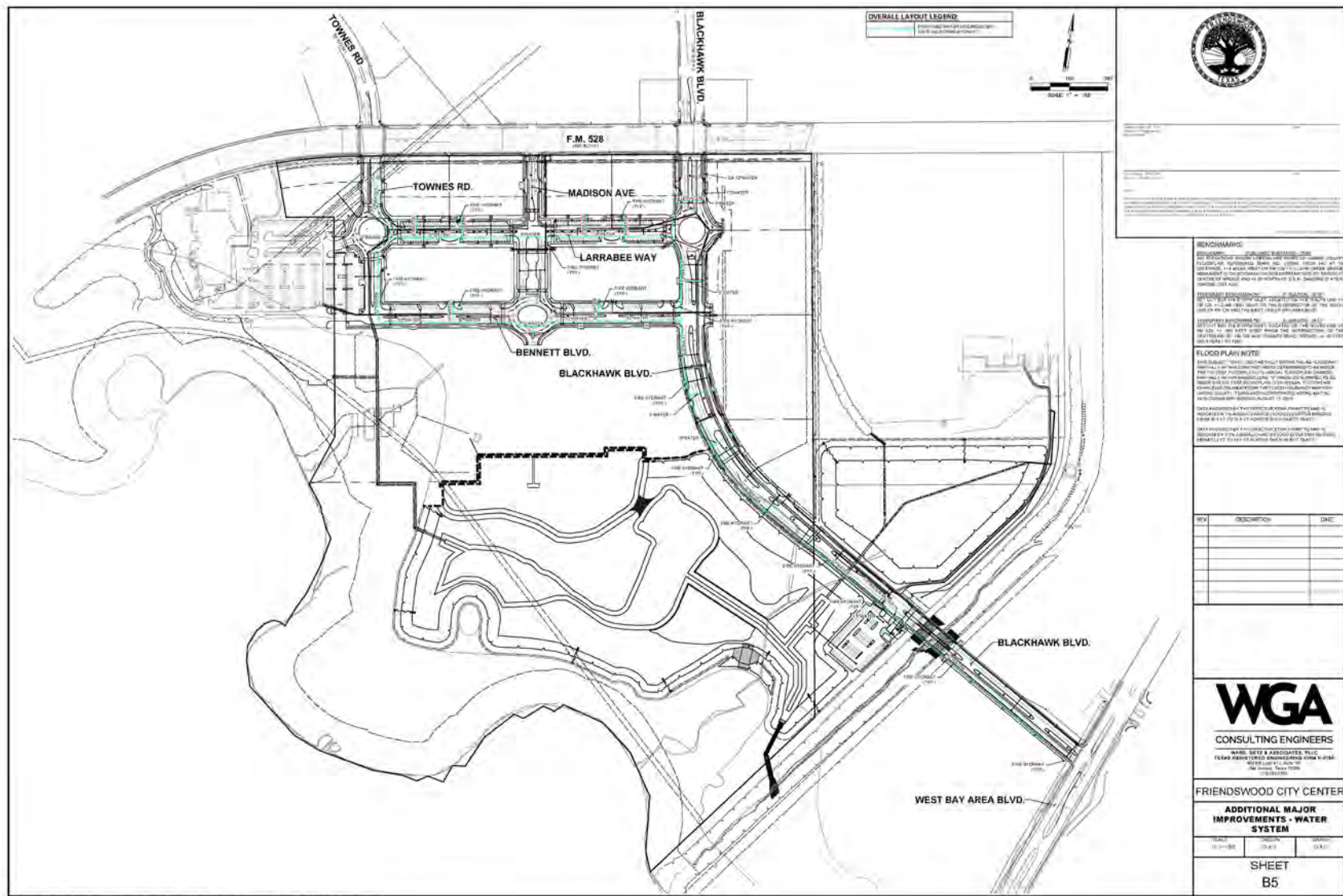
FRIENDSWOOD CITY CENTER - PUBLIC IMPROVEMENT DISTRICT
ADDITIONAL MAJOR IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
PROJECT NO. 70455-016
9/24/2024

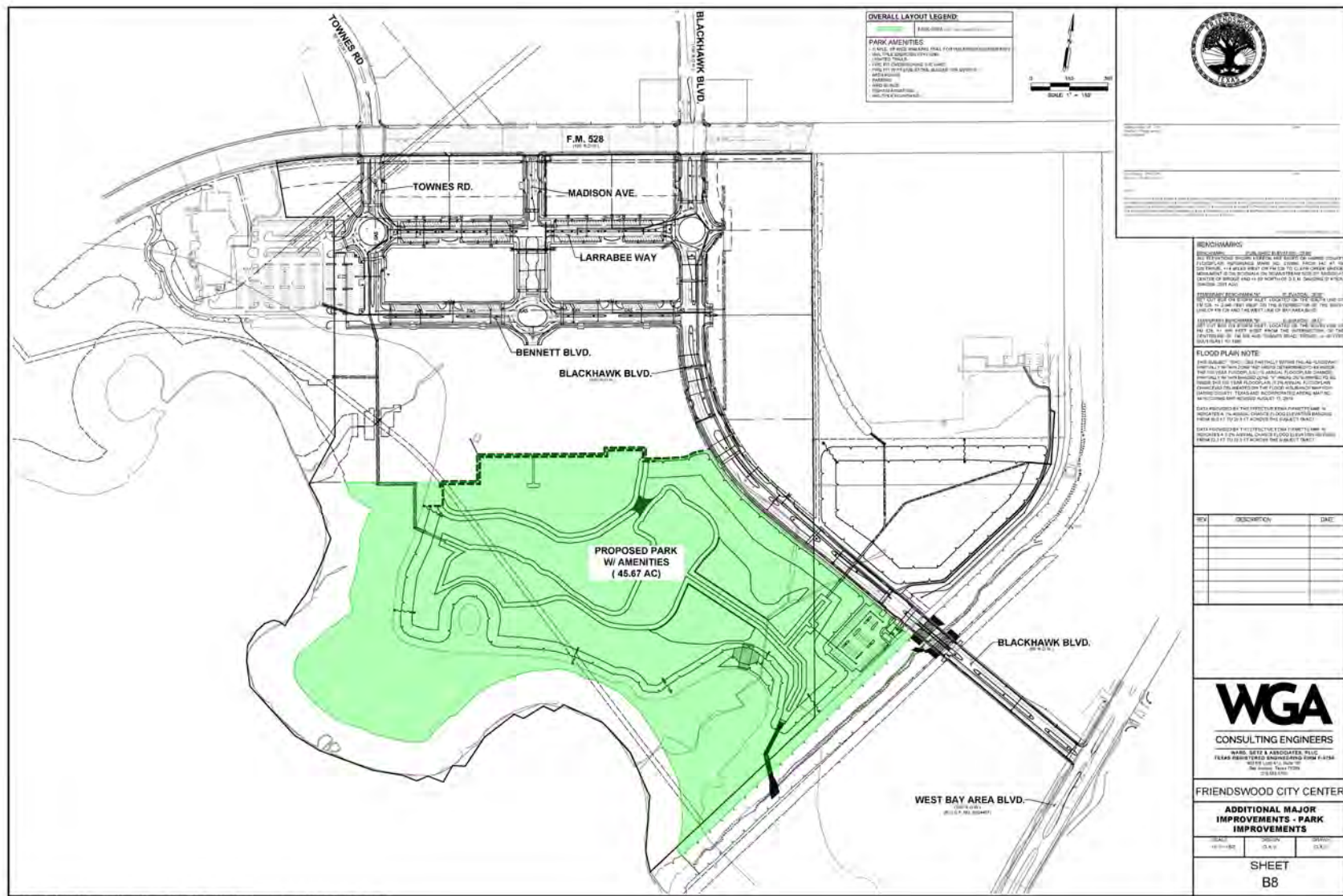
<u>UNIT Q: PROFESSIONAL FEES</u>	Amount
<u>Other Engineering & Professional Fees</u>	
Engineering & Surveying through Change Order No. 6	\$ 959,050
Geotechnical Engineering	\$ 47,151
Surveying by Boundary 1	\$ 14,354
Diamond Development Group	\$ 1,861,293
Legal - Wolfgramm	\$ 100,000
PID ITEMS SUB-TOTAL BID	\$ 2,981,848
TOTAL UNIT Q: PROFESSIONAL FEES	\$ 2,981,848

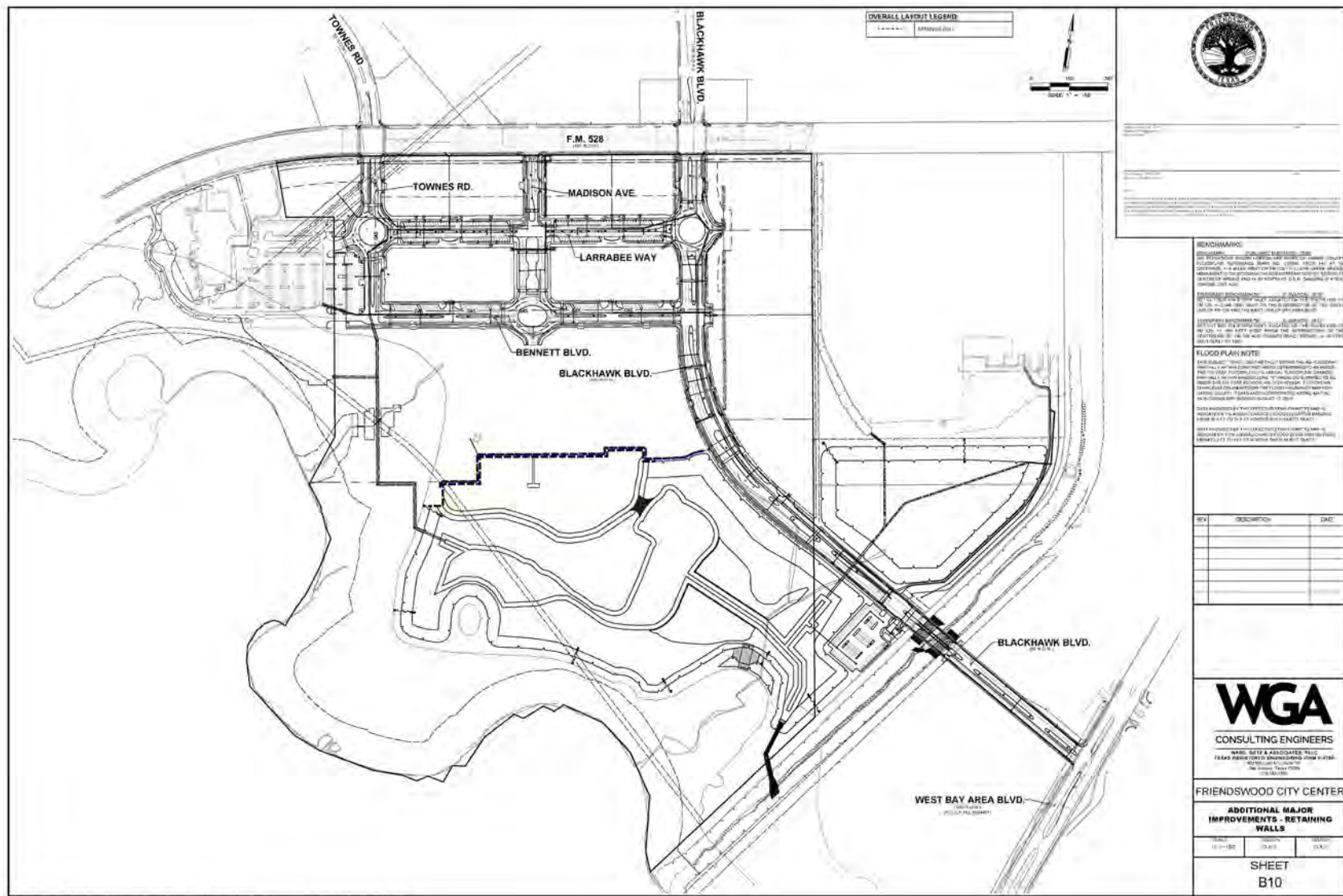
Notes: **1.** All values rounded up to the nearest hundred. **2.** This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.











APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- o Initial Parcel
- o Lot Type 1
- o Lot Type 2
- o Lot Type 3
- o Lot Type 4
- o Lot Type 5

**FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$55,322,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - INITIAL PARCEL

	Initial Major Improvement Bonds								Additional Major Improvement Reimbursement Obligation ^[e]							
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs	Additional Interest ^[c]	Reserve Fund ^[f]	Initial Major Improvements Total Annual Installment Due ^[d]	Principal	Interest ^[b]	Annual Collection Costs	Reserve Fund ^[f]	Additional Interest ^[c]	Additional Major Improvements Total Annual Installment Due ^[d]	Total Annual Installment Due		
2025	\$ -	\$ 2,092,708	\$ (2,092,708)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2026	\$ -	\$ 2,625,000	\$ (2,625,000)	\$ 45,900	\$ -	\$ -	\$ 45,900	\$ -	\$ -	\$ 35,700	\$ -	\$ -	\$ 35,700	\$ 81,600		
2027	\$ 438,000	\$ 2,625,000	\$ -	\$ 46,818	\$ -	\$ -	\$ 3,109,818	\$ 266,000	\$ 1,247,540	\$ 36,414	\$ -	\$ -	\$ 1,549,954	\$ 4,659,772		
2028	\$ 469,000	\$ 2,594,340	\$ -	\$ 47,754	\$ -	\$ -	\$ 3,111,094	\$ 282,000	\$ 1,228,920	\$ 37,142	\$ -	\$ -	\$ 1,548,062	\$ 4,659,157		
2029	\$ 504,000	\$ 2,561,510	\$ -	\$ 48,709	\$ -	\$ -	\$ 3,114,219	\$ 298,000	\$ 1,209,180	\$ 37,885	\$ -	\$ -	\$ 1,545,065	\$ 4,659,285		
2030	\$ 540,000	\$ 2,526,230	\$ -	\$ 49,684	\$ -	\$ -	\$ 3,115,914	\$ 316,000	\$ 1,188,320	\$ 38,643	\$ -	\$ -	\$ 1,542,963	\$ 4,658,876		
2031	\$ 580,000	\$ 2,488,430	\$ -	\$ 50,677	\$ -	\$ -	\$ 3,119,107	\$ 335,000	\$ 1,166,200	\$ 39,416	\$ -	\$ -	\$ 1,540,616	\$ 4,659,723		
2032	\$ 622,000	\$ 2,447,830	\$ -	\$ 51,691	\$ -	\$ -	\$ 3,121,521	\$ 355,000	\$ 1,142,750	\$ 40,204	\$ -	\$ -	\$ 1,537,954	\$ 4,659,475		
2033	\$ 668,000	\$ 2,404,290	\$ -	\$ 52,725	\$ -	\$ -	\$ 3,125,015	\$ 375,000	\$ 1,117,900	\$ 41,008	\$ -	\$ -	\$ 1,533,908	\$ 4,658,923		
2034	\$ 717,000	\$ 2,357,530	\$ -	\$ 53,779	\$ -	\$ -	\$ 3,128,309	\$ 398,000	\$ 1,091,650	\$ 41,828	\$ -	\$ -	\$ 1,531,478	\$ 4,659,787		
2035	\$ 770,000	\$ 2,307,340	\$ -	\$ 54,855	\$ -	\$ -	\$ 3,132,195	\$ 421,000	\$ 1,063,790	\$ 42,665	\$ -	\$ -	\$ 1,527,455	\$ 4,659,650		
2036	\$ 827,000	\$ 2,253,440	\$ -	\$ 55,952	\$ -	\$ -	\$ 3,136,392	\$ 445,000	\$ 1,034,320	\$ 43,518	\$ -	\$ -	\$ 1,522,838	\$ 4,659,230		
2037	\$ 887,000	\$ 2,195,550	\$ -	\$ 57,071	\$ -	\$ -	\$ 3,139,621	\$ 472,000	\$ 1,003,170	\$ 44,388	\$ -	\$ -	\$ 1,519,558	\$ 4,659,179		
2038	\$ 953,000	\$ 2,133,460	\$ -	\$ 58,212	\$ -	\$ -	\$ 3,144,672	\$ 499,000	\$ 970,130	\$ 45,276	\$ -	\$ -	\$ 1,514,406	\$ 4,659,079		
2039	\$ 1,023,000	\$ 2,066,750	\$ -	\$ 59,377	\$ -	\$ -	\$ 3,149,127	\$ 529,000	\$ 935,200	\$ 46,182	\$ -	\$ -	\$ 1,510,382	\$ 4,659,508		
2040	\$ 1,099,000	\$ 1,995,140	\$ -	\$ 60,564	\$ -	\$ -	\$ 3,154,704	\$ 559,000	\$ 898,170	\$ 47,105	\$ -	\$ -	\$ 1,504,275	\$ 4,658,979		
2041	\$ 1,180,000	\$ 1,918,210	\$ -	\$ 61,775	\$ -	\$ -	\$ 3,159,985	\$ 592,000	\$ 859,040	\$ 48,047	\$ -	\$ -	\$ 1,499,087	\$ 4,659,073		
2042	\$ 1,267,000	\$ 1,835,610	\$ -	\$ 63,011	\$ -	\$ -	\$ 3,165,621	\$ 627,000	\$ 817,600	\$ 49,008	\$ -	\$ -	\$ 1,493,608	\$ 4,659,229		
2043	\$ 1,361,000	\$ 1,746,920	\$ -	\$ 64,271	\$ -	\$ -	\$ 3,172,191	\$ 663,000	\$ 773,710	\$ 49,989	\$ -	\$ -	\$ 1,486,699	\$ 4,658,890		
2044	\$ 1,462,000	\$ 1,651,650	\$ -	\$ 65,557	\$ -	\$ -	\$ 3,179,207	\$ 702,000	\$ 727,300	\$ 50,988	\$ -	\$ -	\$ 1,480,288	\$ 4,659,495		
2045	\$ 1,570,000	\$ 1,549,310	\$ -	\$ 66,868	\$ -	\$ -	\$ 3,186,178	\$ 743,000	\$ 678,160	\$ 52,008	\$ -	\$ -	\$ 1,473,168	\$ 4,659,346		
2046	\$ 1,686,000	\$ 1,439,410	\$ -	\$ 68,205	\$ -	\$ -	\$ 3,193,615	\$ 787,000	\$ 626,150	\$ 53,048	\$ -	\$ -	\$ 1,466,198	\$ 4,659,813		
2047	\$ 1,812,000	\$ 1,321,390	\$ -	\$ 69,569	\$ -	\$ -	\$ 3,202,959	\$ 831,000	\$ 571,060	\$ 54,109	\$ -	\$ -	\$ 1,456,169	\$ 4,659,128		
2048	\$ 1,946,000	\$ 1,194,550	\$ -	\$ 70,960	\$ -	\$ -	\$ 3,211,510	\$ 880,000	\$ 512,890	\$ 55,191	\$ -	\$ -	\$ 1,448,081	\$ 4,659,592		
2049	\$ 2,091,000	\$ 1,058,330	\$ -	\$ 72,380	\$ -	\$ -	\$ 3,221,710	\$ 930,000	\$ 451,290	\$ 56,295	\$ -	\$ -	\$ 1,437,585	\$ 4,659,295		
2050	\$ 2,246,000	\$ 911,960	\$ -	\$ 73,827	\$ -	\$ -	\$ 3,231,787	\$ 984,000	\$ 386,190	\$ 57,421	\$ -	\$ -	\$ 1,427,611	\$ 4,659,398		
2051	\$ 2,413,000	\$ 754,740	\$ -	\$ 75,304	\$ -	\$ -	\$ 3,243,044	\$ 1,040,000	\$ 317,310	\$ 58,570	\$ -	\$ -	\$ 1,415,880	\$ 4,658,923		
2052	\$ 2,592,000	\$ 585,830	\$ -	\$ 76,810	\$ -	\$ -	\$ 3,254,640	\$ 1,100,000	\$ 244,510	\$ 59,741	\$ -	\$ -	\$ 1,404,251	\$ 4,658,891		
2053	\$ 2,785,000	\$ 404,390	\$ -	\$ 78,346	\$ -	\$ -	\$ 3,267,736	\$ 1,163,000	\$ 167,510	\$ 60,936	\$ -	\$ -	\$ 1,391,446	\$ 4,659,182		
2054	\$ 2,992,000	\$ 209,440	\$ -	\$ 79,913	\$ -	\$ (3,201,440)	\$ 79,913	\$ 1,230,000	\$ 86,100	\$ 62,155	\$ (1,513,540)	\$ -	\$ (135,285)	\$ (55,372)		
Total	\$ 37,500,000	\$ 54,256,288	\$ (4,717,708)	\$ 1,780,564	\$ -	\$ (3,201,440)	\$ 85,617,704	\$ 17,822,000	\$ 22,516,060	\$ 1,384,883	\$ (1,513,540)	\$ -	\$ 40,209,403	\$ 125,827,106		

Footnotes:

[a] Interest is calculated at a rate of 7.00%.

[b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[c] Funded at 2.5% of bond par at closing. Pursuant to the issuance of the Initial Major Improvement Bonds, Additional Interest will be collected and deposited as required by the Indenture.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

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

**FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE LOT TYPE 1**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41.67 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS PER SQUARE FOOT - LOT TYPE 1

	Initial Major Improvement Bonds								Additional Major Improvements Reimbursement Obligation ^(a)							
Installment Due 1/31	Principal	Interest ^(a)	Capitalized Interest	Annual Collection Costs	Additional Interest	Reserve Fund ^(f)	Initial Major Improvements Total Annual Installment Due ^(d)	Principal	Interest ^(b)	Annual Collection Costs	Reserve Fund ^(f)	Additional Interest ^(c)	Additional Major Improvements Total Annual Installment Due ^(e)	Total Annual Installment Due ^(g)		
2025	\$ -	\$ 1.58	(1.58)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2026	\$ -	\$ 1.98	(1.98)	\$ 0.03	\$ -	\$ -	\$ 0.03	\$ -	\$ -	\$ 0.03	\$ -	\$ -	\$ 0.03	\$ 0.06		
2027	\$ 0.330	\$ 1.98	-	\$ 0.04	\$ -	\$ -	\$ 2.34	\$ 0.200	\$ 0.94	\$ 0.03	\$ -	\$ -	\$ 1.17	\$ 3.51		
2028	\$ 0.353	\$ 1.95	-	\$ 0.04	\$ -	\$ -	\$ 2.34	\$ 0.212	\$ 0.93	\$ 0.03	\$ -	\$ -	\$ 1.17	\$ 3.51		
2029	\$ 0.380	\$ 1.93	-	\$ 0.04	\$ -	\$ -	\$ 2.35	\$ 0.224	\$ 0.91	\$ 0.03	\$ -	\$ -	\$ 1.16	\$ 3.51		
2030	\$ 0.407	\$ 1.90	-	\$ 0.04	\$ -	\$ -	\$ 2.35	\$ 0.238	\$ 0.90	\$ 0.03	\$ -	\$ -	\$ 1.16	\$ 3.51		
2031	\$ 0.437	\$ 1.87	-	\$ 0.04	\$ -	\$ -	\$ 2.35	\$ 0.252	\$ 0.88	\$ 0.03	\$ -	\$ -	\$ 1.16	\$ 3.51		
2032	\$ 0.469	\$ 1.84	-	\$ 0.04	\$ -	\$ -	\$ 2.35	\$ 0.267	\$ 0.86	\$ 0.03	\$ -	\$ -	\$ 1.16	\$ 3.51		
2033	\$ 0.503	\$ 1.81	-	\$ 0.04	\$ -	\$ -	\$ 2.35	\$ 0.282	\$ 0.84	\$ 0.03	\$ -	\$ -	\$ 1.16	\$ 3.51		
2034	\$ 0.540	\$ 1.78	-	\$ 0.04	\$ -	\$ -	\$ 2.36	\$ 0.300	\$ 0.82	\$ 0.03	\$ -	\$ -	\$ 1.15	\$ 3.51		
2035	\$ 0.580	\$ 1.74	-	\$ 0.04	\$ -	\$ -	\$ 2.36	\$ 0.317	\$ 0.80	\$ 0.03	\$ -	\$ -	\$ 1.15	\$ 3.51		
2036	\$ 0.623	\$ 1.70	-	\$ 0.04	\$ -	\$ -	\$ 2.36	\$ 0.335	\$ 0.78	\$ 0.03	\$ -	\$ -	\$ 1.15	\$ 3.51		
2037	\$ 0.668	\$ 1.65	-	\$ 0.04	\$ -	\$ -	\$ 2.37	\$ 0.356	\$ 0.76	\$ 0.03	\$ -	\$ -	\$ 1.14	\$ 3.51		
2038	\$ 0.718	\$ 1.61	-	\$ 0.04	\$ -	\$ -	\$ 2.37	\$ 0.376	\$ 0.73	\$ 0.03	\$ -	\$ -	\$ 1.14	\$ 3.51		
2039	\$ 0.771	\$ 1.56	-	\$ 0.04	\$ -	\$ -	\$ 2.37	\$ 0.398	\$ 0.70	\$ 0.03	\$ -	\$ -	\$ 1.14	\$ 3.51		
2040	\$ 0.828	\$ 1.50	-	\$ 0.05	\$ -	\$ -	\$ 2.38	\$ 0.421	\$ 0.68	\$ 0.04	\$ -	\$ -	\$ 1.13	\$ 3.51		
2041	\$ 0.889	\$ 1.44	-	\$ 0.05	\$ -	\$ -	\$ 2.38	\$ 0.446	\$ 0.65	\$ 0.04	\$ -	\$ -	\$ 1.13	\$ 3.51		
2042	\$ 0.954	\$ 1.38	-	\$ 0.05	\$ -	\$ -	\$ 2.38	\$ 0.472	\$ 0.62	\$ 0.04	\$ -	\$ -	\$ 1.13	\$ 3.51		
2043	\$ 1.025	\$ 1.32	-	\$ 0.05	\$ -	\$ -	\$ 2.39	\$ 0.499	\$ 0.58	\$ 0.04	\$ -	\$ -	\$ 1.12	\$ 3.51		
2044	\$ 1.101	\$ 1.24	-	\$ 0.05	\$ -	\$ -	\$ 2.39	\$ 0.529	\$ 0.55	\$ 0.04	\$ -	\$ -	\$ 1.12	\$ 3.51		
2045	\$ 1.183	\$ 1.17	-	\$ 0.05	\$ -	\$ -	\$ 2.40	\$ 0.560	\$ 0.51	\$ 0.04	\$ -	\$ -	\$ 1.11	\$ 3.51		
2046	\$ 1.270	\$ 1.08	-	\$ 0.05	\$ -	\$ -	\$ 2.41	\$ 0.593	\$ 0.47	\$ 0.04	\$ -	\$ -	\$ 1.10	\$ 3.51		
2047	\$ 1.365	\$ 1.00	-	\$ 0.05	\$ -	\$ -	\$ 2.41	\$ 0.626	\$ 0.43	\$ 0.04	\$ -	\$ -	\$ 1.10	\$ 3.51		
2048	\$ 1.466	\$ 0.90	-	\$ 0.05	\$ -	\$ -	\$ 2.42	\$ 0.663	\$ 0.39	\$ 0.04	\$ -	\$ -	\$ 1.09	\$ 3.51		
2049	\$ 1.575	\$ 0.80	-	\$ 0.05	\$ -	\$ -	\$ 2.43	\$ 0.701	\$ 0.34	\$ 0.04	\$ -	\$ -	\$ 1.08	\$ 3.51		
2050	\$ 1.692	\$ 0.69	-	\$ 0.06	\$ -	\$ -	\$ 2.43	\$ 0.741	\$ 0.29	\$ 0.04	\$ -	\$ -	\$ 1.08	\$ 3.51		
2051	\$ 1.818	\$ 0.57	-	\$ 0.06	\$ -	\$ -	\$ 2.44	\$ 0.783	\$ 0.24	\$ 0.04	\$ -	\$ -	\$ 1.07	\$ 3.51		
2052	\$ 1.953	\$ 0.44	-	\$ 0.06	\$ -	\$ -	\$ 2.45	\$ 0.829	\$ 0.18	\$ 0.05	\$ -	\$ -	\$ 1.06	\$ 3.51		
2053	\$ 2.098	\$ 0.30	-	\$ 0.06	\$ -	\$ -	\$ 2.46	\$ 0.876	\$ 0.13	\$ 0.05	\$ -	\$ -	\$ 1.05	\$ 3.51		
2054	\$ 2.254	\$ 0.16	-	\$ 0.06	\$ -	\$ (2.41)	\$ 0.06	\$ 0.927	\$ 0.06	\$ 0.05	\$ (1.14)	\$ -	\$ (0.10)	\$ (0.04)		
Total	\$ 28.25	\$ 40.87	\$ (3.55)	\$ 1.34	\$ -	\$ (2.41)	\$ 64.50	\$ 13.43	\$ 16.96	\$ 1.04	\$ (1.14)	\$ -	\$ 30.29	\$ 94.79		

Footnotes:

[a] Interest is calculated at a rate of 7.00%.

[b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[c] Funded to 2.5% of bond par at closing. Additional Interest will be collected as required by the Indenture and determined each Service and Assessment Plan Update.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

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

**FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE LOT TYPE 2**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$34.65 per Square Foot “inclusive of common area allocation”

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS PER SQUARE FOOT - LOT TYPE 2

	Initial Major Improvement Bonds							Additional Major Improvements Reimbursement Obligation ^(c)							
Installment Due 1/31	Principal	Interest ^(a)	Capitalized Interest	Annual Collection Costs	Additional Interest	Reserve Fund ^(f)	Initial Major Improvements Total Annual Installment Due ^(d)	Principal	Interest ^(b)	Annual Collection Costs	Reserve Fund ^(f)	Additional Interest ^(c)	Additional Major Improvements Total Annual Installment Due ^(d)	Total Annual Installment Due ^(d)	
2025	\$ -	\$ 1.31	\$ (1.31)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2026	\$ -	\$ 1.64	\$ (1.64)	\$ 0.03	\$ -	\$ -	\$ 0.03	\$ -	\$ -	\$ 0.02	\$ -	\$ -	\$ 0.02	\$ 0.05	
2027	\$ 0.27	\$ 1.64	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.95	\$ 0.17	\$ 0.78	\$ 0.02	\$ -	\$ -	\$ 0.97	\$ 2.92	
2028	\$ 0.29	\$ 1.63	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.95	\$ 0.18	\$ 0.77	\$ 0.02	\$ -	\$ -	\$ 0.97	\$ 2.92	
2029	\$ 0.32	\$ 1.60	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.95	\$ 0.19	\$ 0.76	\$ 0.02	\$ -	\$ -	\$ 0.97	\$ 2.92	
2030	\$ 0.34	\$ 1.58	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.95	\$ 0.20	\$ 0.74	\$ 0.02	\$ -	\$ -	\$ 0.97	\$ 2.92	
2031	\$ 0.36	\$ 1.56	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.95	\$ 0.21	\$ 0.73	\$ 0.02	\$ -	\$ -	\$ 0.97	\$ 2.92	
2032	\$ 0.39	\$ 1.53	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.96	\$ 0.22	\$ 0.72	\$ 0.03	\$ -	\$ -	\$ 0.96	\$ 2.92	
2033	\$ 0.42	\$ 1.51	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.96	\$ 0.23	\$ 0.70	\$ 0.03	\$ -	\$ -	\$ 0.96	\$ 2.92	
2034	\$ 0.45	\$ 1.48	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.96	\$ 0.25	\$ 0.68	\$ 0.03	\$ -	\$ -	\$ 0.96	\$ 2.92	
2035	\$ 0.48	\$ 1.45	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.96	\$ 0.26	\$ 0.67	\$ 0.03	\$ -	\$ -	\$ 0.96	\$ 2.92	
2036	\$ 0.52	\$ 1.41	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.96	\$ 0.28	\$ 0.65	\$ 0.03	\$ -	\$ -	\$ 0.95	\$ 2.92	
2037	\$ 0.56	\$ 1.38	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.97	\$ 0.30	\$ 0.63	\$ 0.03	\$ -	\$ -	\$ 0.95	\$ 2.92	
2038	\$ 0.60	\$ 1.34	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.97	\$ 0.31	\$ 0.61	\$ 0.03	\$ -	\$ -	\$ 0.95	\$ 2.92	
2039	\$ 0.64	\$ 1.29	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.97	\$ 0.33	\$ 0.59	\$ 0.03	\$ -	\$ -	\$ 0.95	\$ 2.92	
2040	\$ 0.69	\$ 1.25	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.98	\$ 0.35	\$ 0.56	\$ 0.03	\$ -	\$ -	\$ 0.94	\$ 2.92	
2041	\$ 0.74	\$ 1.20	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.98	\$ 0.37	\$ 0.54	\$ 0.03	\$ -	\$ -	\$ 0.94	\$ 2.92	
2042	\$ 0.79	\$ 1.15	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.98	\$ 0.39	\$ 0.51	\$ 0.03	\$ -	\$ -	\$ 0.94	\$ 2.92	
2043	\$ 0.85	\$ 1.09	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.99	\$ 0.42	\$ 0.48	\$ 0.03	\$ -	\$ -	\$ 0.93	\$ 2.92	
2044	\$ 0.92	\$ 1.03	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.99	\$ 0.44	\$ 0.46	\$ 0.03	\$ -	\$ -	\$ 0.93	\$ 2.92	
2045	\$ 0.98	\$ 0.97	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.00	\$ 0.47	\$ 0.42	\$ 0.03	\$ -	\$ -	\$ 0.92	\$ 2.92	
2046	\$ 1.06	\$ 0.90	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.00	\$ 0.49	\$ 0.39	\$ 0.03	\$ -	\$ -	\$ 0.92	\$ 2.92	
2047	\$ 1.14	\$ 0.83	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.01	\$ 0.52	\$ 0.36	\$ 0.03	\$ -	\$ -	\$ 0.91	\$ 2.92	
2048	\$ 1.22	\$ 0.75	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.01	\$ 0.55	\$ 0.32	\$ 0.03	\$ -	\$ -	\$ 0.91	\$ 2.92	
2049	\$ 1.31	\$ 0.66	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.02	\$ 0.58	\$ 0.28	\$ 0.04	\$ -	\$ -	\$ 0.90	\$ 2.92	
2050	\$ 1.41	\$ 0.57	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.02	\$ 0.62	\$ 0.24	\$ 0.04	\$ -	\$ -	\$ 0.89	\$ 2.92	
2051	\$ 1.51	\$ 0.47	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.03	\$ 0.65	\$ 0.20	\$ 0.04	\$ -	\$ -	\$ 0.89	\$ 2.92	
2052	\$ 1.62	\$ 0.37	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.04	\$ 0.69	\$ 0.15	\$ 0.04	\$ -	\$ -	\$ 0.88	\$ 2.92	
2053	\$ 1.74	\$ 0.25	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.05	\$ 0.73	\$ 0.10	\$ 0.04	\$ -	\$ -	\$ 0.87	\$ 2.92	
2054	\$ 1.87	\$ 0.13	\$ -	\$ 0.05	\$ -	\$ (2.01)	\$ 0.05	\$ 0.77	\$ 0.05	\$ 0.04	\$ (0.95)	\$ -	\$ (0.08)	\$ (0.03)	
Total	\$ 23.49	\$ 33.99	\$ (2.96)	\$ 1.12	\$ -	\$ (2.01)	\$ 53.63	\$ 11.16	\$ 14.10	\$ 0.87	\$ (0.95)	\$ -	\$ 25.19	\$ 78.82	

Footnotes:

[a] Interest is calculated at a rate of 7.00%.

[b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[c] Funded to 2.5% of bond par at closing. Additional Interest will be collected as required by the Indenture and determined each Service and Assessment Plan Update.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

**FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE LOT TYPE 3**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$15,682.59 per Key

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS PER DOOR - LOT TYPE 3

	Initial Major Improvement Bonds								Additional Major Improvements Reimbursement Obligation ^[e]							
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs	Additional Interest	Reserve Fund ^[f]	Initial Major Improvements Total Annual	Principal	Interest ^[b]	Annual Collection Costs	Reserve Fund ^[f]	Additional Interest ^[c]	Additional Major Improvements Total Annual	Total Annual Installment Due ^[d]		
							Installment Due ^[d]									
2025	\$ -	\$ 593.24	\$ (593.24)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2026	\$ -	\$ 744.13	\$ (744.13)	\$ 13.01	\$ -	\$ -	\$ 13.01	\$ -	\$ -	\$ 10.12	\$ -	\$ -	\$ 10.12	\$ 23.13		
2027	\$ 124.16	\$ 744.13	\$ -	\$ 13.27	\$ -	\$ -	\$ 881.57	\$ 75.41	\$ 353.65	\$ 10.32	\$ -	\$ -	\$ 439.38	\$ 1,320.94		
2028	\$ 132.95	\$ 735.44	\$ -	\$ 13.54	\$ -	\$ -	\$ 881.93	\$ 79.94	\$ 348.37	\$ 10.53	\$ -	\$ -	\$ 438.84	\$ 1,320.77		
2029	\$ 142.87	\$ 726.13	\$ -	\$ 13.81	\$ -	\$ -	\$ 882.81	\$ 84.48	\$ 342.78	\$ 10.74	\$ -	\$ -	\$ 437.99	\$ 1,320.81		
2030	\$ 153.08	\$ 716.13	\$ -	\$ 14.08	\$ -	\$ -	\$ 883.29	\$ 89.58	\$ 336.86	\$ 10.95	\$ -	\$ -	\$ 437.40	\$ 1,320.69		
2031	\$ 164.42	\$ 705.42	\$ -	\$ 14.37	\$ -	\$ -	\$ 884.20	\$ 94.97	\$ 330.59	\$ 11.17	\$ -	\$ -	\$ 436.73	\$ 1,320.93		
2032	\$ 176.32	\$ 693.91	\$ -	\$ 14.65	\$ -	\$ -	\$ 884.88	\$ 100.63	\$ 323.94	\$ 11.40	\$ -	\$ -	\$ 435.98	\$ 1,320.86		
2033	\$ 189.36	\$ 681.56	\$ -	\$ 14.95	\$ -	\$ -	\$ 885.87	\$ 106.30	\$ 316.90	\$ 11.62	\$ -	\$ -	\$ 434.83	\$ 1,320.70		
2034	\$ 203.25	\$ 668.31	\$ -	\$ 15.25	\$ -	\$ -	\$ 886.81	\$ 112.82	\$ 309.46	\$ 11.86	\$ -	\$ -	\$ 434.14	\$ 1,320.95		
2035	\$ 218.28	\$ 654.08	\$ -	\$ 15.55	\$ -	\$ -	\$ 887.91	\$ 119.34	\$ 301.56	\$ 12.09	\$ -	\$ -	\$ 433.00	\$ 1,320.91		
2036	\$ 234.44	\$ 638.80	\$ -	\$ 15.86	\$ -	\$ -	\$ 889.10	\$ 126.15	\$ 293.21	\$ 12.34	\$ -	\$ -	\$ 431.69	\$ 1,320.79		
2037	\$ 251.45	\$ 622.39	\$ -	\$ 16.18	\$ -	\$ -	\$ 890.01	\$ 133.80	\$ 284.38	\$ 12.58	\$ -	\$ -	\$ 430.76	\$ 1,320.78		
2038	\$ 270.15	\$ 604.79	\$ -	\$ 16.50	\$ -	\$ -	\$ 891.45	\$ 141.46	\$ 275.01	\$ 12.83	\$ -	\$ -	\$ 429.30	\$ 1,320.75		
2039	\$ 290.00	\$ 585.88	\$ -	\$ 16.83	\$ -	\$ -	\$ 892.71	\$ 149.96	\$ 265.11	\$ 13.09	\$ -	\$ -	\$ 428.16	\$ 1,320.87		
2040	\$ 311.54	\$ 565.58	\$ -	\$ 17.17	\$ -	\$ -	\$ 894.29	\$ 158.46	\$ 254.61	\$ 13.35	\$ -	\$ -	\$ 426.43	\$ 1,320.72		
2041	\$ 334.50	\$ 543.77	\$ -	\$ 17.51	\$ -	\$ -	\$ 895.79	\$ 167.82	\$ 243.52	\$ 13.62	\$ -	\$ -	\$ 424.96	\$ 1,320.75		
2042	\$ 359.17	\$ 520.36	\$ -	\$ 17.86	\$ -	\$ -	\$ 897.38	\$ 177.74	\$ 231.77	\$ 13.89	\$ -	\$ -	\$ 423.41	\$ 1,320.79		
2043	\$ 385.81	\$ 495.21	\$ -	\$ 18.22	\$ -	\$ -	\$ 899.25	\$ 187.95	\$ 219.33	\$ 14.17	\$ -	\$ -	\$ 421.45	\$ 1,320.69		
2044	\$ 414.45	\$ 468.21	\$ -	\$ 18.58	\$ -	\$ -	\$ 901.24	\$ 199.00	\$ 206.17	\$ 14.45	\$ -	\$ -	\$ 419.63	\$ 1,320.87		
2045	\$ 445.06	\$ 439.20	\$ -	\$ 18.96	\$ -	\$ -	\$ 903.21	\$ 210.62	\$ 192.24	\$ 14.74	\$ -	\$ -	\$ 417.61	\$ 1,320.82		
2046	\$ 477.94	\$ 408.04	\$ -	\$ 19.33	\$ -	\$ -	\$ 905.32	\$ 223.10	\$ 177.50	\$ 15.04	\$ -	\$ -	\$ 415.64	\$ 1,320.96		
2047	\$ 513.66	\$ 374.59	\$ -	\$ 19.72	\$ -	\$ -	\$ 907.97	\$ 235.57	\$ 161.88	\$ 15.34	\$ -	\$ -	\$ 412.79	\$ 1,320.76		
2048	\$ 551.65	\$ 338.63	\$ -	\$ 20.12	\$ -	\$ -	\$ 910.39	\$ 249.46	\$ 145.39	\$ 15.65	\$ -	\$ -	\$ 410.50	\$ 1,320.89		
2049	\$ 592.75	\$ 300.01	\$ -	\$ 20.52	\$ -	\$ -	\$ 913.28	\$ 263.63	\$ 127.93	\$ 15.96	\$ -	\$ -	\$ 407.52	\$ 1,320.81		
2050	\$ 636.69	\$ 258.52	\$ -	\$ 20.93	\$ -	\$ -	\$ 916.14	\$ 278.94	\$ 109.48	\$ 16.28	\$ -	\$ -	\$ 404.70	\$ 1,320.84		
2051	\$ 684.03	\$ 213.95	\$ -	\$ 21.35	\$ -	\$ -	\$ 919.33	\$ 294.82	\$ 89.95	\$ 16.60	\$ -	\$ -	\$ 401.37	\$ 1,320.70		
2052	\$ 734.78	\$ 166.07	\$ -	\$ 21.77	\$ -	\$ -	\$ 922.62	\$ 311.83	\$ 69.31	\$ 16.94	\$ -	\$ -	\$ 398.07	\$ 1,320.69		
2053	\$ 789.49	\$ 114.64	\$ -	\$ 22.21	\$ -	\$ -	\$ 926.33	\$ 329.69	\$ 47.49	\$ 17.27	\$ -	\$ -	\$ 394.44	\$ 1,320.78		
2054	\$ 848.17	\$ 59.37	\$ -	\$ 22.65	\$ -	\$ (907.54)	\$ 22.65	\$ 348.68	\$ 24.41	\$ 17.62	\$ (429.06)	\$ -	\$ (38.35)	\$ (15.70)		
Total	\$ 10,630.44	\$ 15,380.48	\$ (1,337.37)	\$ 504.75	\$ -	\$ (907.54)	\$ 24,270.76	\$ 5,052.15	\$ 6,382.81	\$ 392.58	\$ (429.06)	\$ -	\$ 11,398.49	\$ 35,669.25		

Footnotes:

- [a] Interest is calculated at a rate of 7.00%.
- [b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.
- [c] Funded to 2.5% of bond par at closing. Additional Interest will be collected as required by the Indenture and determined each Service and Assessment Plan Update.
- [d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- [e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.
- [f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

**FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE LOT TYPE 4**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$29.22 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS PER SQUARE FOOT - LOT TYPE 4

	Initial Major Improvement Bonds							Additional Major Improvements Reimbursement Obligation ^(e)							
Installment Due 1/31	Principal	Interest ^(a)	Capitalized Interest	Annual Collection Costs	Additional Interest	Reserve Fund ^(f)	Initial Major Improvements Total Annual Installment Due ^(d)	Principal	Interest ^(b)	Annual Collection Costs	Reserve Fund ^(f)	Additional Interest ^(c)	Additional Major Improvements Total Annual Installment Due ^(d)	Total Annual Installment Due ^(d)	
2025	\$ -	\$ 1.11	\$(1.11)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2026	\$ -	\$ 1.39	\$(1.39)	\$ 0.02	\$ -	\$ -	\$ 0.02	\$ -	\$ -	\$ 0.02	\$ -	\$ -	\$ 0.02	\$ 0.04	
2027	\$ 0.23	\$ 1.39	\$ -	\$ 0.02	\$ -	\$ -	\$ 1.64	\$ 0.14	\$ 0.66	\$ 0.02	\$ -	\$ -	\$ 0.82	\$ 2.46	
2028	\$ 0.25	\$ 1.37	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.64	\$ 0.15	\$ 0.65	\$ 0.02	\$ -	\$ -	\$ 0.82	\$ 2.46	
2029	\$ 0.27	\$ 1.35	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.64	\$ 0.16	\$ 0.64	\$ 0.02	\$ -	\$ -	\$ 0.82	\$ 2.46	
2030	\$ 0.29	\$ 1.33	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.65	\$ 0.17	\$ 0.63	\$ 0.02	\$ -	\$ -	\$ 0.82	\$ 2.46	
2031	\$ 0.31	\$ 1.31	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.65	\$ 0.18	\$ 0.62	\$ 0.02	\$ -	\$ -	\$ 0.81	\$ 2.46	
2032	\$ 0.33	\$ 1.29	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.65	\$ 0.19	\$ 0.60	\$ 0.02	\$ -	\$ -	\$ 0.81	\$ 2.46	
2033	\$ 0.35	\$ 1.27	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.65	\$ 0.20	\$ 0.59	\$ 0.02	\$ -	\$ -	\$ 0.81	\$ 2.46	
2034	\$ 0.38	\$ 1.25	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.65	\$ 0.21	\$ 0.58	\$ 0.02	\$ -	\$ -	\$ 0.81	\$ 2.46	
2035	\$ 0.41	\$ 1.22	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.65	\$ 0.22	\$ 0.56	\$ 0.02	\$ -	\$ -	\$ 0.81	\$ 2.46	
2036	\$ 0.44	\$ 1.19	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.66	\$ 0.24	\$ 0.55	\$ 0.02	\$ -	\$ -	\$ 0.80	\$ 2.46	
2037	\$ 0.47	\$ 1.16	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.66	\$ 0.25	\$ 0.53	\$ 0.02	\$ -	\$ -	\$ 0.80	\$ 2.46	
2038	\$ 0.50	\$ 1.13	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.66	\$ 0.26	\$ 0.51	\$ 0.02	\$ -	\$ -	\$ 0.80	\$ 2.46	
2039	\$ 0.54	\$ 1.09	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.66	\$ 0.28	\$ 0.49	\$ 0.02	\$ -	\$ -	\$ 0.80	\$ 2.46	
2040	\$ 0.58	\$ 1.05	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.67	\$ 0.30	\$ 0.47	\$ 0.02	\$ -	\$ -	\$ 0.79	\$ 2.46	
2041	\$ 0.62	\$ 1.01	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.67	\$ 0.31	\$ 0.45	\$ 0.03	\$ -	\$ -	\$ 0.79	\$ 2.46	
2042	\$ 0.67	\$ 0.97	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.67	\$ 0.33	\$ 0.43	\$ 0.03	\$ -	\$ -	\$ 0.79	\$ 2.46	
2043	\$ 0.72	\$ 0.92	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.68	\$ 0.35	\$ 0.41	\$ 0.03	\$ -	\$ -	\$ 0.79	\$ 2.46	
2044	\$ 0.77	\$ 0.87	\$ -	\$ 0.03	\$ -	\$ -	\$ 1.68	\$ 0.37	\$ 0.38	\$ 0.03	\$ -	\$ -	\$ 0.78	\$ 2.46	
2045	\$ 0.83	\$ 0.82	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.68	\$ 0.39	\$ 0.36	\$ 0.03	\$ -	\$ -	\$ 0.78	\$ 2.46	
2046	\$ 0.89	\$ 0.76	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.69	\$ 0.42	\$ 0.33	\$ 0.03	\$ -	\$ -	\$ 0.77	\$ 2.46	
2047	\$ 0.96	\$ 0.70	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.69	\$ 0.44	\$ 0.30	\$ 0.03	\$ -	\$ -	\$ 0.77	\$ 2.46	
2048	\$ 1.03	\$ 0.63	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.70	\$ 0.46	\$ 0.27	\$ 0.03	\$ -	\$ -	\$ 0.76	\$ 2.46	
2049	\$ 1.10	\$ 0.56	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.70	\$ 0.49	\$ 0.24	\$ 0.03	\$ -	\$ -	\$ 0.76	\$ 2.46	
2050	\$ 1.19	\$ 0.48	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.71	\$ 0.52	\$ 0.20	\$ 0.03	\$ -	\$ -	\$ 0.75	\$ 2.46	
2051	\$ 1.27	\$ 0.40	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.71	\$ 0.55	\$ 0.17	\$ 0.03	\$ -	\$ -	\$ 0.75	\$ 2.46	
2052	\$ 1.37	\$ 0.31	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.72	\$ 0.58	\$ 0.13	\$ 0.03	\$ -	\$ -	\$ 0.74	\$ 2.46	
2053	\$ 1.47	\$ 0.21	\$ -	\$ 0.04	\$ -	\$ -	\$ 1.73	\$ 0.61	\$ 0.09	\$ 0.03	\$ -	\$ -	\$ 0.73	\$ 2.46	
2054	\$ 1.58	\$ 0.11	\$ -	\$ 0.04	\$ -	\$(1.69)	\$ 0.04	\$ 0.65	\$ 0.05	\$ 0.03	\$(0.80)	\$ -	\$ (0.07)	\$(0.03)	
Total	\$ 19.81	\$ 28.66	\$(2.49)	\$ 0.94	\$ -	\$(1.69)	\$ 45.23	\$ 9.41	\$ 11.89	\$ 0.73	\$(0.80)	\$ -	\$ 21.24	\$ 66.46	

Footnotes:

- [a] Interest is calculated at a rate of 7.00%.
- [b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.
- [c] Funded to 2.5% of bond par at closing. Additional Interest will be collected as required by the Indenture and determined each Service and Assessment Plan Update.
- [d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- [e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.
- [f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

**FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT BUYER
DISCLOSURE LOT TYPE 5**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

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

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$47.13 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS PER SQUARE FOOT - LOT TYPE 5

	Initial Major Improvement Bonds								Additional Major Improvements Reimbursement Obligation ^(e)							
Installment Due 1/31	Principal	Interest ^(a)	Capitalized Interest	Annual Collection Costs	Additional Interest	Reserve Fund ^(f)	Initial Major Improvements Total Annual Installment Due ^(d)	Principal	Interest ^(b)	Annual Collection Costs	Reserve Fund ^(f)	Additional Interest ^(c)	Additional Major Improvements Total Annual Installment Due ^(d)	Total Annual Installment Due ^(d)		
2025	\$ -	\$ 1.78	\$ (1.78)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2026	\$ -	\$ 2.24	\$ (2.24)	\$ 0.04	\$ -	\$ -	\$ 0.04	\$ -	\$ -	\$ 0.03	\$ -	\$ -	\$ 0.03	\$ 0.07		
2027	\$ 0.37	\$ 2.24	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.65	\$ 0.23	\$ 1.06	\$ 0.03	\$ -	\$ -	\$ 1.32	\$ 3.97		
2028	\$ 0.40	\$ 2.21	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.65	\$ 0.24	\$ 1.05	\$ 0.03	\$ -	\$ -	\$ 1.32	\$ 3.97		
2029	\$ 0.43	\$ 2.18	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.65	\$ 0.25	\$ 1.03	\$ 0.03	\$ -	\$ -	\$ 1.32	\$ 3.97		
2030	\$ 0.46	\$ 2.15	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.65	\$ 0.27	\$ 1.01	\$ 0.03	\$ -	\$ -	\$ 1.31	\$ 3.97		
2031	\$ 0.49	\$ 2.12	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.66	\$ 0.29	\$ 0.99	\$ 0.03	\$ -	\$ -	\$ 1.31	\$ 3.97		
2032	\$ 0.53	\$ 2.09	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.66	\$ 0.30	\$ 0.97	\$ 0.03	\$ -	\$ -	\$ 1.31	\$ 3.97		
2033	\$ 0.57	\$ 2.05	\$ -	\$ 0.04	\$ -	\$ -	\$ 2.66	\$ 0.32	\$ 0.95	\$ 0.03	\$ -	\$ -	\$ 1.31	\$ 3.97		
2034	\$ 0.61	\$ 2.01	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.67	\$ 0.34	\$ 0.93	\$ 0.04	\$ -	\$ -	\$ 1.30	\$ 3.97		
2035	\$ 0.66	\$ 1.97	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.67	\$ 0.36	\$ 0.91	\$ 0.04	\$ -	\$ -	\$ 1.30	\$ 3.97		
2036	\$ 0.70	\$ 1.92	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.67	\$ 0.38	\$ 0.88	\$ 0.04	\$ -	\$ -	\$ 1.30	\$ 3.97		
2037	\$ 0.76	\$ 1.87	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.67	\$ 0.40	\$ 0.85	\$ 0.04	\$ -	\$ -	\$ 1.29	\$ 3.97		
2038	\$ 0.81	\$ 1.82	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.68	\$ 0.43	\$ 0.83	\$ 0.04	\$ -	\$ -	\$ 1.29	\$ 3.97		
2039	\$ 0.87	\$ 1.76	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.68	\$ 0.45	\$ 0.80	\$ 0.04	\$ -	\$ -	\$ 1.29	\$ 3.97		
2040	\$ 0.94	\$ 1.70	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.69	\$ 0.48	\$ 0.77	\$ 0.04	\$ -	\$ -	\$ 1.28	\$ 3.97		
2041	\$ 1.01	\$ 1.63	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.69	\$ 0.50	\$ 0.73	\$ 0.04	\$ -	\$ -	\$ 1.28	\$ 3.97		
2042	\$ 1.08	\$ 1.56	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.70	\$ 0.53	\$ 0.70	\$ 0.04	\$ -	\$ -	\$ 1.27	\$ 3.97		
2043	\$ 1.16	\$ 1.49	\$ -	\$ 0.05	\$ -	\$ -	\$ 2.70	\$ 0.56	\$ 0.66	\$ 0.04	\$ -	\$ -	\$ 1.27	\$ 3.97		
2044	\$ 1.25	\$ 1.41	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.71	\$ 0.60	\$ 0.62	\$ 0.04	\$ -	\$ -	\$ 1.26	\$ 3.97		
2045	\$ 1.34	\$ 1.32	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.71	\$ 0.63	\$ 0.58	\$ 0.04	\$ -	\$ -	\$ 1.26	\$ 3.97		
2046	\$ 1.44	\$ 1.23	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.72	\$ 0.67	\$ 0.53	\$ 0.05	\$ -	\$ -	\$ 1.25	\$ 3.97		
2047	\$ 1.54	\$ 1.13	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.73	\$ 0.71	\$ 0.49	\$ 0.05	\$ -	\$ -	\$ 1.24	\$ 3.97		
2048	\$ 1.66	\$ 1.02	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.74	\$ 0.75	\$ 0.44	\$ 0.05	\$ -	\$ -	\$ 1.23	\$ 3.97		
2049	\$ 1.78	\$ 0.90	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.74	\$ 0.79	\$ 0.38	\$ 0.05	\$ -	\$ -	\$ 1.22	\$ 3.97		
2050	\$ 1.91	\$ 0.78	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.75	\$ 0.84	\$ 0.33	\$ 0.05	\$ -	\$ -	\$ 1.22	\$ 3.97		
2051	\$ 2.06	\$ 0.64	\$ -	\$ 0.06	\$ -	\$ -	\$ 2.76	\$ 0.89	\$ 0.27	\$ 0.05	\$ -	\$ -	\$ 1.21	\$ 3.97		
2052	\$ 2.21	\$ 0.50	\$ -	\$ 0.07	\$ -	\$ -	\$ 2.77	\$ 0.94	\$ 0.21	\$ 0.05	\$ -	\$ -	\$ 1.20	\$ 3.97		
2053	\$ 2.37	\$ 0.34	\$ -	\$ 0.07	\$ -	\$ -	\$ 2.78	\$ 0.99	\$ 0.14	\$ 0.05	\$ -	\$ -	\$ 1.19	\$ 3.97		
2054	\$ 2.55	\$ 0.18	\$ -	\$ 0.07	\$ -	\$ (2.73)	\$ 0.07	\$ 1.05	\$ 0.07	\$ 0.05	\$ (1.29)	\$ -	\$ (0.12)	\$ (0.05)		
Total	\$ 31.95	\$ 46.22	\$ (4.02)	\$ 1.52	\$ -	\$ (2.73)	\$ 72.94	\$ 15.18	\$ 19.18	\$ 1.18	\$ (1.29)	\$ -	\$ 34.26	\$ 107.20		

Footnotes:

- [a] Interest is calculated at a rate of 7.00%.
- [b] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.49% for September 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.
- [c] Funded at 2.5% of bond par at closing. Additional Interest will be collected as required by the Indenture and determined each Service and Assessment Plan Update.
- [d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- [e] Preliminary Estimate. Collections for Reimbursement Obligation will begin following Additional Major Improvement Assessments Trigger Date.
- [f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

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: October 7, 2024

Date submitted: 08/19/2024

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

Subject: Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2025 General Assembly and Board of Directors.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This proposed resolution designates Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2025 General Assembly and Board of Directors.

Every year at this time, H-GAC requests that the Council appoint a member of the governing body to be a representative and one member to be an alternate to the H-GAC General Assembly and Board of Directors. This representative will also be the General Assembly delegate and will also be designated to serve on H-GAC's Board of Directors. Currently, Councilmember Sally Branson is serving as representative and Mayor Mike Foreman is serving as the alternate.

This one-year term will begin on January 1, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

H-GAC is the regional organization through which local governments consider issues and cooperate in solving area-wide problems. Representation in this organization helps bring the needs of Friendswood to the forefront.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating HGAC Representative & Alternate
2. Friendswood Designation Form

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, DESIGNATING THE CITY OF FRIENDSWOOD'S REPRESENTATIVE
AND ALTERNATE TO THE GENERAL ASSEMBLY OF THE HOUSTON-
GALVESTON AREA COUNCIL FOR THE YEAR 2025; AND PROVIDING FOR
THE EFFECTIVE DATE THEREOF.

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

Section 1. That the City Council of the City of Friendswood hereby designates Councilmember Sally Branson as the City of Friendswood's representative to the General Assembly of the Houston-Galveston Area Council for the year 2025 and to the Board of Directors of the Houston-Galveston Area Council for the year 2025.

Section 2. That the City Council of the City of Friendswood hereby designates Mayor Mike Foreman as the City of Friendswood's alternate representative to the General Assembly of the Houston-Galveston Area Council for the year 2025 and to the Board of Directors of the Houston-Galveston Area Council for the year 2025.

Section 3. The terms of these representatives shall be concurrent with their terms as members of the City Council.

Section 4. The City Secretary is hereby directed to notify the Executive Director of the Houston-Galveston Area Council of the City's representatives named hereinabove.

Section 5. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2025 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the City Council of Friendswood, Texas, that the following be and are hereby designated as the REPRESENTATIVE and ALTERNATE of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2025:

REPRESENTATIVE _____

ALTERNATE _____

FURTHER THAT, they are hereby designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2025.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATE and ALTERNATE.

PASSED AND ADOPTED, this ____ day of _____, 2024.

APPROVED:

Mayor

ATTEST:

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: October 7, 2024

Date submitted: 09/09/2024

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

Subject: Consider a resolution regarding nomination(s) to the Board of Directors of the Galveston Central Appraisal District (GCAD) for a two-year term set to begin January 1, 2025, and end on December 31, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the Council to select nominees to the Board of Directors of the Galveston Central Appraisal District (GCAD) for a two-year term set to begin January 1, 2025, and end on December 31, 2026.

Due to legislative changes, this is a selection year for the Board of Directors of the Galveston Central Appraisal District. Section Tex. Tax. Code § 6.0301(c). Members of the board of directors other than a county assessor-collector, serving as a nonvoting director, are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. The Board of Directors consists of five appointed members, three elected members and the tax assessor collector who serves as ex-officio.

The current GCAD Board of Directors are noted below:

Board Member	Title
Donald Gartman	Chairman
Chad Tessler	Secretary
Scott Brast	Director
Matt Doyle	Director
Thomas E. Farmer	Director
Cheryl E. Johns	Director – Ex-officio
Warren Clark	Director-Elect, Position 1
Kathy Preston	Director-Elect, Position 2
Dr. Will Pate	Director Elect, Position 3

The Chief Appraiser has notified the City that it is entitled to 123 votes based on the 2023 tax levy. The City, together with each of the above-referenced governing bodies, is entitled to nominate one (1) candidate for each of the five (5) positions. The nomination form is attached. The nominations must be

made in open session; and the resolution and ballot must be submitted by the presiding officer to the chief appraiser before October 15, 2024. Any nominations received on, or after that date will not be considered.

The City Council's last GCAD nominees were (1) Chad Tressler and (2) Scott Brast.

After the timely nominations have been received, GCAD will send a ballot to each of the governing bodies, including the City Council. The City's ballot will be placed on the November 4th agenda for Council's consideration. All votes must be submitted to the chief appraiser before December 15th.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Mayor Foreman recommends that the Council nominate three individuals (1) Chad Tressler, (2) Scott Brast again and (3) Kemah Mayor Robin Collins.

ATTACHMENTS

1. Resolution - GCAD Nominations
2. Exhibit A - GCAD Nomination_Redacted
3. Exhibit A - GCAD Nomination
4. Election Nomination letter Draft and Enclosures - Mailed out 9-6-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, NOMINATING ONE OR MORE CANDIDATES FOR POSITIONS ON THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consists of five (5) members who serve two-year terms beginning January 1; and

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

WHEREAS, the City Council of the City of Friendswood, Texas, is a voting unit in the Galveston Central Appraisal District; and

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the City Council of the City of Friendswood, Texas, is entitled to submit the names of five (5) nominees or less for election to the Board of Directors of the Galveston Central Appraisal District; NOW THEREFORE,

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

Section 1. That the findings and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all intents and purposes.

Section 2. That the City Council of the City of Friendswood hereby nominates Chad Tressler, Scott Brast, and Robin Collins for positions on the Board of Directors of the Galveston Central Appraisal District as shown in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the Chief Appraiser of the Galveston Central Appraisal District on or before October 15, 2024.

Section 4. This resolution 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 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

GALVESTON CENTRAL APPRAISAL DISTRICT
2025 Board of Directors Election

NOMINATION

VOTING UNIT

City of Friendswood

**You may nominate up to (5) five before October 15th, 2024.
Anything received on or after October 15th will be considered late.**

NOMINEE(S)

1. **Chad Tressler**

Name

Address

Telephone Number
2. **Scott Brast**

Name

Address

Telephone Number
3. **Robin Collins**

Name

Address

Telephone Number
4. _____

Name

Address

Telephone Number
5. _____

Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

September 5, 2024

«Prefix» «FirstName» «LastName»
«Title2»
«Entity»
«Street»
«CSZ»

Dear «Prefix» «LastName»:

Due to the Legislative Changes, this is a selection year for the Board of Directors of the Galveston Central Appraisal District. Section 6.0301 (c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. The Board of Directors consists of five appointed members, three elected members and 1 tax assessor collector who serves as ex-officio.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2023 tax levy (*Vote Allocation enclosed*), receives nominations, prepares, and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with a **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15th, 2024**. Any nominations received on or after October 15th cannot be considered as they were not received in a timely manner according to the tax code. You may email the nominations to us at gcad@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 30th, 2024. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 15th, 2024**.

I have enclosed a *Calendar of Events* for the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "Krystal L. McKinney", with a stylized flourish at the end.

Krystal L. McKinney,
Chief Appraiser

KLM:LDFF
Enclosures

GALVESTON CENTRAL APPRAISAL DISTRICT

2025 Board of Directors Election

Section 6.03 Board of Directors

Voting Calendar Schedule & Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2023 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2023}} \times 1000 = \quad \times 5$
Step 2	Subsection (e)	The Chief Appraiser calculates the number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement before October 1st, 2024. (Mail out September 06, 2024)
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser before October 15th, 2024.
Step 4	Subsection (j)	Before October 30th, 2024 , the Chief Appraiser prepares a ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	Before December 15th, 2024 , the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body before December 31st, 2024.

GALVESTON CENTRAL APPRAISAL DISTRICT
2025 Board of Directors Election

NOMINATION

VOTING UNIT

«Entity»

You may nominate up to (5) five before October 15th, 2024.
Anything received on or after October 15th will be considered late.

NOMINEE(S)

1. _____
Name

Address

Telephone Number
2. _____
Name

Address

Telephone Number
3. _____
Name

Address

Telephone Number
4. _____
Name

Address

Telephone Number
5. _____
Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.

MEMORANDUM

TO :

FROM :

SUBJECT :

DATE :

BY :

FOR :

RE :

1. The purpose of this memorandum is to

2. The following information was obtained from

3. It was determined that the

4. The results of the investigation are

5. It is recommended that

6. The following action is suggested

7. The proposed action is

8. The proposed action is

9. The proposed action is

10. The proposed action is

11. The proposed action is

12. The proposed action is

**A RESOLUTION OF
[[ENTITY NAME HERE]]**

**SUBMITTING THE NAMES OF FIVE NOMINEES OR LESS FOR ELECTION TO
THE GALVESTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consist of five members who serve two-year terms beginning January 01; and

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

WHEREAS, the [[VOTING BODY]] of the [[ENTITY NAME]] is a voting unit in the Galveston Central Appraisal District; and

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the [[VOTING BODY]] of the [[ENTITY NAME]] is entitled to submit the names of five nominees or less for election to the Board of Directors of the Galveston Central Appraisal District.

**NOW, THEREFORE, BE IT RESOLVED BY THE [[THE VOTING BODY]] OF
[[THE ENTITY VOTING]]:**

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by [[THE VOTING BODY]] and made a part hereof for all purposes.

SECTION 2. The [[VOTING BODY]] of the [[ENTITY NAME]] hereby nominates [[CANDIDATE NAME(S)]] for the selection to the Board of Directors for the Galveston Central Appraisal District, as shown in "Exhibit A" attached hereto and incorporated herein for all intents and purposes.

PASSED, APPROVED, AND ADOPTED on the ____ day of _____ 2024.

Name of Presiding Officer

Position

ATTEST:

Name of Witness

Position

**INSERT SYMBOL OR
SEAL OF ENTITY
HERE**

2025 BOD Election Voting Allocation Sheet					
ENTITIES	2023 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$110,913,591	12.895%	128.95187	644.75935	645
Dickinson ISD	\$73,910,645	8.593%	85.931	429.655	430
Friendswood ISD	\$47,084,457.58	5.474%	54.741973	273.70987	275
High Island ISD	\$3,828,532	0.445%	4.45118	22.2559	22
Hitchcock ISD	\$13,964,370	1.624%	16.235446	81.17723	81
Clear Creek ISD	\$99,798,137.42	11.603%	116.02867	580.14335	580
Santa Fe ISD	\$21,225,358.00	2.468%	24.677315	123.38657	123
Texas City ISD	\$74,299,295.40	8.638%	86.382858	431.91429	432
City of Galveston	\$47,097,779	5.476%	54.757461	273.78731	275
City of Texas City	\$38,112,721	4.431%	44.311131	221.55565	221
City of La Marque	\$7,574,375	0.881%	8.806223	44.031115	45
City of Hitchcock	\$3,730,921	0.434%	4.3376942	21.688471	21
City of Jamaica Beach	\$965,438	0.112%	1.1224507	5.6122534	5
City of Dickinson	\$6,375,286	0.741%	7.4121218	37.060609	35
City of Friendswood	\$21,226,345	2.468%	24.678462	123.39231	123
City of Kemah	\$1,049,428	0.122%	1.2201003	6.1005014	6
City of League City	\$49,805,407	5.791%	57.90544	289.5272	290
City of Santa Fe	\$3,206,927	0.373%	3.7284811	18.642406	19
Village of Tiki Island	\$2,727,469	0.317%	3.1710471	15.855236	16
City of Bayou Vista	\$1,332,317	0.155%	1.5489965	7.7449827	8
Galveston County Road and Flood	\$3,823,203	0.444%	4.4449843	22.224922	22
GALVESTON COUNTY	\$161,754,342	18.806%	188.06104	940.30518	940
Galveston College	\$18,210,830	2.117%	21.172523	105.86262	106
College of the Mainland	\$48,099,019	5.592%	55.921536	279.60768	280
Total Levy Amount Voting Entities:	\$860,116,193.40	100.00%	1000	X5	5000
Formula: 2023 Voting Districts Levy/ Grand Total All Voting Levy		%	X1000	X5	equals # of Votes

Total votes to be elected: 834

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: October 7, 2024

Date submitted: 09/26/2024

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

Subject: Consider a resolution regarding nomination(s) to the Board of Directors of the Harris Central Appraisal District (HCAD) for terms beginning January 1, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the City Council to nominate candidates for placement on the Board of Directors of the Harris Central Appraisal District ("HCAD") ballot for purposes of electing representatives to a term beginning January 1, 2025.

Senate Bill 2 (SB2) was passed last year in the 88th second special session and made significant changes to the manner in which appraisal district directors in counties with a population of 75,000 or more are selected, with said changes being approved by the voters in November 2023 as a constitutional amendment. SB2 eliminated the HCAD Board of Directors system and, in its place, provided that HCAD will be governed by a nine (9) member board, -- five directors selected by the voting taxing units, three directors elected at-large by Harris County voters, and one director being the county assessor-collector.

All taxing entities may nominate candidates to be placed on a ballot that will be sent to and voted upon by eligible taxing entities entitled to vote to appoint five directors. Since there are five director positions on the HCAD Board of Directors to be filled by appointment, all taxing entities, other than conservation and reclamation districts, may nominate, by resolution, up to five candidates. The presiding officer of the taxing entity must submit the nominating resolution to the chief appraiser before October 15, 2024. Subsequently, before October 30, 2024, the chief appraiser will prepare a voting ballot alphabetically listing by surname all nominees that were timely submitted and send that ballot to the governing body for a vote. The governing body must submit the vote in the form of a resolution to the chief appraiser before December 15, 2024. Pursuant to Section 6.03(c), a governing body of a taxing entity may cast its votes for one candidate or distribute said votes among any or all of the candidates; however, as the City has been designated 0 votes pursuant to the voting formula, the City can nominate candidates, but not vote on them.

Mr. Mike Sullivan, former Harris County Tax Assessor-Collector, is the City's current representative on the HCAD Board. The City recommended Mr. Mike Sullivan's placement of the ballot.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - HCAD Nomination
2. 2024 07 02 HCAD Nomination Letter
3. Exhibit A - HCAD Election Votes

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS CENTRAL APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harris Central Appraisal District is governed by nine directors – five (5) of which are selected by the electable taxing units, three (3) of which are elected at-large by the voters in Harris County, and one (1) of which is the Harris County Tax Assessor-Collector, who serves as a voting ex officio member; and

WHEREAS, while the City of Friendswood is entitled to nominate candidates to be placed on the ballot that will be sent to and voted upon by the eligible taxing units, the City of Friendswood is not entitled to vote since, based upon the formula specified in Section 6.03(d) of the Texas Tax Code, its final levy ratio is less than 0.49; and

WHEREAS, nonetheless, the City Council of the City of Friendswood, Texas, desires to exercise its right to nominate a candidate for such position on said board of directors; NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified and confirmed.

Section 2. That the following person be and is hereby nominated as a candidate for that position on the Board of Directors of the Harris Central Appraisal District to be filled by those taxing units entitled to vote within the Harris Central Appraisal District for a term of office commencing on January 1, 2025:

Name:	<u>Mike Sullivan</u>
Street Address:	<u>4811 Shore Hills Dr.</u>
City, State, Zip:	<u>Kingwood, TX 77345</u>
Phone Number:	<u>(713) 898-6969</u>

Section 3. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District on or before October 15, 2024.

Section 4. This resolution 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 7th day of October, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2024\10-07-2024\Resolution - HCAD Nomination.docx



**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: PRESIDING OFFICERS OF TAXING UNITS OTHER THAN CONSERVATION
AND RECLAMATION DISTRICTS SERVED BY THE HARRIS CENTRAL
APPRAISAL DISTRICT

FROM: ROLAND ALTINGER, CHIEF APPRAISER

SUBJECT: NOMINATIONS OF APPRAISAL DISTRICT BOARD MEMBERS

DATE: July 2, 2024

Last year the legislature passed Senate Bill 2 ("S.B. 2") in the 88th second special session, which made significant changes to the manner in which appraisal district directors in counties with a population of 75,000 or more are selected. In November 2023, voters in the State of Texas approved the changes made in S.B. 2 by passing the enabling constitutional amendment. You are receiving this letter because S.B. 2 requires me, before October 1, to deliver a written notice to the presiding officer of the board of directors of each district other than a conservation and reclamation district, informing you of your right to nominate directors of the district and of your voting entitlement based on the voting formula described in Section 6.03(d) of the Texas Property Tax Code. The law imposes new deadlines and greatly changes the procedure for selecting board members.

Prior to the enactment of S.B. 2, three members of the Harris Central Appraisal District ("HCAD") board of directors were directly appointed by the governing bodies of Harris County (i.e., Harris County Commissioners Court), Houston Independent School District (i.e., Houston Independent School District School Board), and the City of Houston (i.e., the City Council for the City of Houston). Additionally, school districts other than Houston Independent School District ("Houston ISD" or "HISD"), the city councils of cities other than Houston, and the board of directors of the several conservation and reclamation districts each conducted separate elections within their own particular grouping with each governing body having a single vote to select a director representing that group. These six board members were joined by the Harris County Tax Assessor-Collector who served as a nonvoting member of HCAD's Board of Directors.

S.B. 2 terminated the process in place for many years and provided instead that the appraisal district will be governed by nine directors, including five selected by the voting taxing units (i.e., county, cities, school districts, community college districts, and conservation and reclamation districts); the county assessor-collector as a voting ex officio director; and three directors elected at-large by the voters in the county.

The respective terms of the current appointed directors on the HCAD Board expire on December 31, 2024. No later than December 31, 2024, the taxing units that are entitled to vote to appoint directors may vote to appoint five directors to serve terms that begin on January 1, 2025.

Board members whose terms expire December 31, 2024, are:

- Martina Lemond Dixon, Chairperson, representing junior college districts and school districts other than Houston ISD;
- Jim Robinson, Secretary, representing Harris County;
- Mike Sullivan, Director, representing cities and towns other than the City of Houston;
- Jonathan Cowen, Assistant Secretary, representing conservation and reclamation districts;
- Cassandra Auzenne Bandy, Director, representing Houston ISD; and
- Grace Rodriguez, Director, representing the City of Houston.

Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Sec. 6.15. There is no compensation for service on the appraisal district's board of directors; however, directors are reimbursed for actual and necessary expenses incurred in the performance of their duties as provided by the budget adopted by the board. HCAD's board of directors typically meets once a month.

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the appraisal district's board of directors.

Residency. *The individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

Employment. An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception: an employee of a taxing unit may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee may be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district's board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code (the "Tax Code") or of representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

Conflict of Interest. An individual may not serve on an appraisal district's board of directors if the individual is related, within the second degree by consanguinity (blood) or affinity (marriage), to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district; those relatives barred include: the individual's spouse, children, brothers, sisters, parents, grandparents, and grandchildren. The relatives of the individual's spouse in the same degree are also included.

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors of, an appraisal district if the individual contracts with the appraisal district for any purpose or contracts with a taxing unit served by the district for a property tax-related purpose. The same rule applies to individuals who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). An individual has a substantial interest if the individual or the individual's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. An individual also has a substantial interest if the individual or the individual's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

Lastly, the appraisal district may not employ any person who is related to a member of the board of directors within the second degree by affinity or the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes. With limited exceptions, Texas law makes a person ineligible to serve as a member of the board of directors if he or she has delinquent property taxes owed to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.

FOR ALL TAXING UNITS OTHER THAN CONSERVATION AND RECLAMATION DISTRICTS

Entitlement to Vote

In general, the voting entitlement of the eligible taxing units is determined by dividing the total dollar amount of property taxes imposed by the taxing unit in the preceding tax year by the sum of the total dollar amount of property taxes imposed in the appraisal district for that year by each taxing unit entitled to vote, multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is then multiplied by the number of directorships to be filled. Tax Code Section 6.03(d). Using the most current levy information from the preceding year and applying the formula specified in Section 6.03(d), taxing units districts whose final levy ratio was .49 or under were rounded to the nearest whole number, which is zero. Accordingly, some taxing units have zero votes. To view your taxing unit's entitlement to vote in the appointment process, please see Exhibit "A" attached.

Nomination Procedures

All taxing units may nominate candidates to be placed on a ballot that will be sent to and voted upon by eligible taxing units entitled to vote to appoint five directorships. Since there are five director positions on the HCAD Board of Directors to be filled by appointment, all taxing units, other than conservation and reclamation districts, may nominate by resolution **up to five candidates**. The presiding officer of a taxing unit's governing body must submit the name(s) and the corresponding nominating resolution to the chief appraiser **before October 15, 2024**.

Subsequently, **before October 30**, the chief appraiser will prepare a voting ballot alphabetically listing by surname all nominees that were timely submitted and send that ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Prior to **December 15**, the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser. Pursuant to Section 6.03(c), a governing body of a taxing unit may cast its votes for one candidate or distribute them among the candidates for any number of directorships. Further information regarding this voting process will be sent with the list of nominees before October 30, 2024.

The nominating resolution or a certified copy thereof must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 **to arrive before 5:00 p.m. on October 14, 2024**. The outside of the envelope should be marked "Nomination for Board of Directors." Nominations that arrive after that day and time will not be counted. ***Resolutions and nominations may be submitted via e-mail to cguerra@hcad.org; however, if a resolution is submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

To assist you in this nominating process, I have enclosed a suggested form of resolution for your nomination(s)—up to five—to the board of directors of the Harris Central Appraisal District.

We invite your questions or comments on the board selection process. Please do not hesitate to call me at (713) 957-5299.

Sincerely,



Roland Altinger, CAE, RPA, CTA
Chief Appraiser

Attachments

Cc: HCAD Board Members
Attorneys

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
	Exclude?		Total	\$13,593,298,135	\$12,459,832,169				4,745	905	775	1,665	655	155	340	250
1		001	HOUSTON ISD	\$1,930,889,551	\$1,930,889,551	0.1549691460	154.969146	155	775		775					
2		002	DEER PARK ISD	\$148,532,309	\$148,532,309	0.0119208916	11.92089163	12	60			60				
3		003	WALLER ISD	\$43,350,358	\$43,350,358	0.0034792088	3.479208822	3	15			15				
4		004	CYPRESS-FAIRBANKS ISD	\$733,292,405	\$733,292,405	0.0588525106	58.85251062	59	295			295				
5		005	CROSBY ISD	\$34,347,467	\$34,347,467	0.0027566557	2.75665567	3	15			15				
6		006	CHANNELVIEW ISD	\$58,192,726	\$58,192,726	0.0046704262	4.670426151	5	25			25				
7		007	NEW CANEY ISD	\$904,527	\$904,527	0.0000725954	0.07259544	0	0			0				
8		008	ALIEF ISD	\$191,494,038	\$191,494,038	0.0153689099	15.3689099	15	75			75				
9		009	ALDINE ISD	\$298,972,808	\$298,972,808	0.0239949306	23.99493059	24	120			120				
10		011	LAGO BELLO MUD 1A	\$247,698	\$247,698	0.0000198797	0.019879722	0	0						0	
11		013	HC MUD 491	\$396,185	\$396,185	0.0000317970	0.031796977	0	0						0	
12		014	HC MUD 493	\$93,784	\$93,784	0.0000075269	0.007526907	0	0						0	
13		015	GALENA PARK ISD	\$139,359,184	\$139,359,184	0.0111846759	11.18467585	11	55			55				
14		016	GOOSE CREEK CISD	\$139,863,496	\$139,863,496	0.0112251509	11.22515088	11	55			55				
15		017	KLEIN ISD	\$282,882,638	\$282,882,638	0.0227035673	22.70356728	23	115			115				
16		018	HUMBLE ISD	\$240,586,523	\$240,586,523	0.0193089698	19.30896979	19	95			95				
17		019	KATY ISD	\$361,101,801	\$361,101,801	0.0289812733	28.98127327	29	145			145				
18		020	LA PORTE ISD	\$139,434,870	\$139,434,870	0.0111907503	11.19075025	11	55			55				
19		021	PASADENA ISD	\$218,874,382	\$218,874,382	0.0175663989	17.56639889	18	90			90				
20		022	SOUTHEAST REGIONAL MGMT DIST DA 1	\$31,666	\$31,666	0.0000025414	0.002541447	0	0						0	
21		023	SHELDON ISD	\$87,791,742	\$87,791,742	0.0070459811	7.045981102	7	35			35				
22		024	SPRING ISD	\$208,438,714	\$208,438,714	0.0167288541	16.72885406	17	85			85				
23		025	SPRING BRANCH ISD	\$426,308,123	\$426,308,123	0.0342145959	34.21459593	34	170			170				
24		026	TOMBALL ISD	\$157,673,571	\$157,673,571	0.0126545501	12.65455015	13	65			65				
25		027	CLEAR CREEK ISD	\$198,313,991	\$198,313,991	0.0159162650	15.91626503	16	80			80				
26		028	DAYTON ISD	\$109,980	\$109,980	0.0000088268	0.008826764	0	0			0				
27		029	PEARLAND ISD	\$2,320,002	\$2,320,002	0.0001861985	0.186198495	0	0			0				
28		030	HUFFMAN ISD	\$16,911,062	\$16,911,062	0.0013572464	1.357246371	1	5			5				
29		031	STAFFORD MSD	\$102,753	\$102,753	0.0000082467	0.00824674	0	0			0				
30		040	HARRIS COUNTY	\$2,258,298,010	\$2,258,298,010	0.1812462623	181.2462623	181	905	905						
31		041	HARRIS CO FLOOD CNTRL	\$195,924,944	\$195,924,944	0.0157245251	15.72452513	16	80						80	
32		042	PORT OF HOUSTON AUTHY	\$36,216,018	\$36,216,018	0.0029066217	2.906621655	3	15						15	
33	Y	043	HARRIS CO HOSP DIST	\$905,187,850	\$0	0.0000000000	0	0	0							
34		044	HARRIS CO EDUC DEPT	\$30,969,703	\$30,969,703	0.0024855634	2.485563415	2	10			10				
35		045	LONE STAR COLLEGE SYS	\$227,632,792	\$227,632,792	0.0182693305	18.26933051	18	90							90
36		046	LEE JR COLLEGE DIST	\$28,800,352	\$28,800,352	0.0023114559	2.311455853	2	10							10
37		047	SAN JACINTO COM COL D	\$124,195,312	\$124,195,312	0.0099676553	9.967655287	10	50							50
38		048	HOU COMMUNITY COLLEGE	\$245,439,265	\$245,439,265	0.0196984407	19.69844069	20	100							100
39		050	HC MUD 165 DA 2	\$2,277,649	\$2,277,649	0.0001827993	0.182799332	0	0						0	
40		051	CITY OF BAYTOWN	\$43,786,567	\$43,786,567	0.0035142180	3.514218041	4	20					20		
41		052	CITY OF BELLAIRE	\$24,308,462	\$24,308,462	0.0019509462	1.950946182	2	10					10		
42		053	BUNKER HILL VILLAGE	\$7,240,253	\$7,240,253	0.0005810875	0.581087522	1	5					5		
43		054	CITY OF DEER PARK	\$29,233,258	\$29,233,258	0.0023462000	2.346199981	2	10					10		
44		055	HEDWIG VILLAGE	\$4,841,775	\$4,841,775	0.0003885907	0.388590708	0	0					0		
45		056	CITY OF EL LAGO	\$1,526,475	\$1,526,475	0.0001225117	0.122511682	0	0					0		
46		057	CITY OF GALENA PARK	\$8,372,978	\$8,372,978	0.0006719977	0.671997655	1	5					5		
47		058	CITY OF FRIENDSWOOD	\$4,422,888	\$4,422,888	0.0003549717	0.354971716	0	0					0		
48		059	CITY OF PEARLAND	\$11,871,774	\$11,871,774	0.0009528037	0.952803685	1	5					5		
49		060	HILSHIRE VILLAGE	\$1,728,655	\$1,728,655	0.0001387382	0.138738225	0	0					0		
50		061	CITY OF HOUSTON	\$1,633,065,748	\$1,633,065,748	0.1310664322	131.0664322	131	655				655			
51		062	CITY OF HUMBLE	\$6,888,355	\$6,888,355	0.0005528449	0.552844927	1	5					5		
52		063	CITY OF KATY	\$5,925,829	\$5,925,829	0.0004755946	0.475594608	0	0					0		
53		064	MISSOURI CITY	\$3,593,738	\$3,593,738	0.0002884259	0.288425875	0	0					0		
54		065	HUNTERS CREEK VILLAGE	\$7,026,816	\$7,026,816	0.0005639575	0.563957516	1	5					5		
55		066	CITY OF JACINTO CITY	\$4,084,655	\$4,084,655	0.0003278258	0.327825844	0	0					0		
56		067	CITY OF LEAGUE CITY	\$900,730	\$900,730	0.0000722907	0.072290701	0	0					0		

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
57		070	JERSEY VILLAGE	\$9,798,447	\$9,798,447	0.0007864028	0.786402808	1	5					5		
58		071	CITY OF LAPORTE	\$38,621,996	\$38,621,996	0.0030997204	3.099720404	3	15					15		
59		072	CITY OF MORGANS POINT	\$5,321,617	\$5,321,617	0.0004271018	0.42710182	0	0					0		
60		073	CITY OF NASSAU BAY	\$5,539,942	\$5,539,942	0.0004446241	0.444624127	0	0					0		
61		074	CITY OF PASADENA	\$69,748,888	\$69,748,888	0.0055978995	5.597899478	6	30					30		
62		075	PINEY POINT VILLAGE	\$7,847,336	\$7,847,336	0.0006298107	0.62981073	1	5					5		
63		076	CITY OF SEABROOK	\$8,826,797	\$8,826,797	0.0007084202	0.708420216	1	5					5		
64		077	CITY OF SHOREACRES	\$1,210,612	\$1,210,612	0.0000971612	0.09716118	0	0					0		
65		078	CITY OF SOUTH HOUSTON	\$6,683,305	\$6,683,305	0.0005363880	0.536388044	1	5					5		
66		079	CITY OF SOUTHSIDE PL	\$3,735,959	\$3,735,959	0.0002998402	0.299840235	0	0					0		
67		080	CITY OF SPRING VALLEY	\$6,495,336	\$6,495,336	0.0005213020	0.521302046	1	5					5		
68		082	TAYLOR LAKE VILLAGE	\$1,494,491	\$1,494,491	0.0001199447	0.119944714	0	0					0		
69		083	CITY OF TOMBALL	\$9,561,543	\$9,561,543	0.0007673894	0.767389389	1	5					5		
70		084	CITY OF WEBSTER	\$10,294,766	\$10,294,766	0.0008262363	0.82623633	1	5					5		
71		085	WEST UNIVERSITY PLACE	\$20,847,890	\$20,847,890	0.0016732079	1.673207931	2	10					10		
72		086	CITY OF WALLER	\$1,148,374	\$1,148,374	0.0000921661	0.092166089	0	0					0		
73		087	HC MUD 560	\$81,782	\$81,782	0.0000065637	0.006563652	0	0						0	
74		090	HC MUD 575	\$833,437	\$833,437	0.0000668899	0.066889906	0	0						0	
75		096	HC MUD 82 (DEFINED AREA 1)	\$524,046	\$524,046	0.0000420588	0.042058833	0	0						0	
76		100	HC MUD 421	\$3,715,505	\$3,715,505	0.0002981986	0.298198639	0	0						0	
77		101	ADDICKS UD	\$3,020,814	\$3,020,814	0.0002424442	0.242444197	0	0						0	
78		105	HC MUD 264	\$1,304,945	\$1,304,945	0.0001047321	0.104732149	0	0						0	
79		106	HC MUD 502	\$9,751,779	\$9,751,779	0.0007826573	0.782657332	1	5						5	
80		108	HC MUD 255	\$566,223	\$566,223	0.0000454439	0.045443871	0	0						0	
81		110	BAKER ROAD MUD	\$934,703	\$934,703	0.0000750173	0.075017303	0	0						0	
82		111	BAMMEL UD	\$1,322,344	\$1,322,344	0.0001061286	0.106128556	0	0						0	
83		112	BARKER-CYPRESS MUD	\$3,867,178	\$3,867,178	0.0003103716	0.310371596	0	0						0	
84		115	HC MUD 499	\$1,612,190	\$1,612,190	0.0001293910	0.129390988	0	0						0	
85		116	BEECHNUT MUD	\$550,570	\$550,570	0.0000441876	0.044187594	0	0						0	
86		117	BILMA PUD	\$3,010,227	\$3,010,227	0.0002415945	0.241594506	0	0						0	
87		118	BISSENET MUD	\$2,921,271	\$2,921,271	0.0002344551	0.234455084	0	0						0	
88		120	WEST RANCH MGMT DIST	\$0	\$0	0.0000000000	0	0	0						0	
89		121	BRIDGESTONE MUD	\$11,200,498	\$11,200,498	0.0008989285	0.898928481	1	5						5	
90		124	BAYBROOK MUD 1	\$5,753,313	\$5,753,313	0.0004617488	0.461748836	0	0						0	
91		125	THE WOODLANDS TOWNSHIP	\$7,145,450	\$7,145,450	0.0005734788	0.573478832	1	5						5	
92		128	HC MUD 250	\$861,717	\$861,717	0.0000691596	0.069159599	0	0						0	
93		129	HC MUD 276	\$2,381,413	\$2,381,413	0.0001911272	0.191127213	0	0						0	
94		131	CNP UD	\$2,776,753	\$2,776,753	0.0002228564	0.222856373	0	0						0	
95		134	CASTLEWOOD MUD	\$1,575,169	\$1,575,169	0.0001264198	0.126419761	0	0						0	
96		135	CEDAR BAYOU PARK UD	\$34,536	\$34,536	0.0000027718	0.002771787	0	0						0	
97		136	CHARTERWOOD MUD	\$1,903,520	\$1,903,520	0.0001527725	0.152772523	0	0						0	
98		137	CHELFORD CITY MUD	\$764,626	\$764,626	0.0000613673	0.061367279	0	0						0	
99		138	CHELFORD ONE MUD	\$1,517,817	\$1,517,817	0.0001218168	0.121816809	0	0						0	
100		139	CHIMNEY HILL MUD	\$3,419,553	\$3,419,553	0.0002744462	0.274446153	0	0						0	
101		140	CIMARRON MUD	\$4,563,675	\$4,563,675	0.0003662710	0.366270985	0	0						0	
102		141	CLAY ROAD MUD	\$1,846,434	\$1,846,434	0.0001481909	0.148190921	0	0						0	
103		142	CLEAR LAKE CITY WA	\$20,150,437	\$20,150,437	0.0016172318	1.617231816	2	10						10	
104		145	CORNERSTONES MUD	\$1,253,696	\$1,253,696	0.0001006190	0.100619012	0	0						0	
105		146	CROSBY MUD	\$1,827,529	\$1,827,529	0.0001466736	0.146673645	0	0						0	
106		147	CY-CHAMP PUD	\$3,149,039	\$3,149,039	0.0002527353	0.252735266	0	0						0	
107		148	CYPRESS CREEK UD	\$919,542	\$919,542	0.0000738005	0.073800513	0	0						0	
108		149	CYPRESS FOREST PUD	\$2,277,438	\$2,277,438	0.0001827824	0.182782398	0	0						0	
109		150	CYPRESS HILL MUD 1	\$7,088,988	\$7,088,988	0.0005689473	0.56894731	1	5						5	
110		151	CYPRESS KLEIN UD	\$382,171	\$382,171	0.0000306722	0.030672243	0	0						0	
111		152	CYPRESSWOOD UD	\$824,790	\$824,790	0.0000661959	0.066195916	0	0						0	
112		153	CAMFIELD MUD	\$137,593	\$137,593	0.0000110429	0.011042926	0	0						0	
113		154	LOWER KIRBY PEARLAND MGMT DIST	\$3,735,487	\$3,735,487	0.0002998024	0.299802353	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
114		156	HC MUD 278	\$6,134,561	\$6,134,561	0.0004923470	0.492347001	0	0						0	
115		159	HC MUD 290	\$6,505,874	\$6,505,874	0.0005221478	0.522147804	1	5						5	
116		161	MEADOWHILL REGNL MUD	\$5,480,316	\$5,480,316	0.0004398387	0.439838669	0	0						0	
117		162	DOWDELL PUD	\$7,900,916	\$7,900,916	0.0006341109	0.634110949	1	5						5	
118		163	EL DORADO UD	\$996,705	\$996,705	0.0000799935	0.079993453	0	0						0	
119		164	EMERALD FOREST UD	\$4,575,027	\$4,575,027	0.0003671821	0.367182073	0	0						0	
120		165	ENCANTO REAL UD	\$3,560,421	\$3,560,421	0.0002857519	0.285751923	0	0						0	
121		170	HC MUD 286	\$401,977	\$401,977	0.0000322618	0.032261831	0	0						0	
122		171	FALLBROOK UD	\$921,484	\$921,484	0.0000739564	0.073956373	0	0						0	
123		172	FAULKEY-GULLY MUD	\$2,892,215	\$2,892,215	0.0002321231	0.232123111	0	0						0	
124		174	FOREST HILLS MUD	\$1,952,426	\$1,952,426	0.0001566976	0.156697616	0	0						0	
125		175	FOUNTAINHEAD MUD	\$1,865,481	\$1,865,481	0.0001497196	0.149719593	0	0						0	
126		176	FRY ROAD MUD	\$1,228,104	\$1,228,104	0.0000985651	0.098565052	0	0						0	
127		177	HC MUD 415	\$529,838	\$529,838	0.0000425237	0.042523687	0	0						0	
128		178	HC ID 18	\$19,503,644	\$19,503,644	0.0015653216	1.565321566	2	10						10	
129		179	HC MUD 304	\$3,213,926	\$3,213,926	0.0002579430	0.257942961	0	0						0	
130		180	HC MUD 275	\$868,998	\$868,998	0.0000697440	0.069743957	0	0						0	
131		182	GRANT ROAD PUD	\$2,652,697	\$2,652,697	0.0002128999	0.212899898	0	0						0	
132		183	GREENWOOD UD	\$3,495,291	\$3,495,291	0.0002805247	0.280524726	0	0						0	
133		185	GREEN TRAILS MUD	\$748,288	\$748,288	0.0000600560	0.060056026	0	0						0	
134		186	GREENS PARKWAY MUD	\$2,640,293	\$2,640,293	0.0002119044	0.211904379	0	0						0	
135		187	HC MUD 287	\$8,530,884	\$8,530,884	0.0006846709	0.684670859	1	5						5	
136		189	HC MUD 489	\$15,440,286	\$15,440,286	0.0012392050	1.239204974	1	5						5	
137		190	HC MUD 284	\$2,261,023	\$2,261,023	0.0001814650	0.181464964	0	0						0	
138		193	HC MUD 285	\$6,251,537	\$6,251,537	0.0005017352	0.501735249	1	5						5	
139		197	HC MUD 401	\$4,030,412	\$4,030,412	0.0003234724	0.323472415	0	0						0	
140		205	HC MUD 321	\$6,331,566	\$6,331,566	0.0005081582	0.508158209	1	5						5	
141		206	HC FWSD 6	\$1,547,603	\$1,547,603	0.0001242074	0.124207371	0	0						0	
142		207	HC MUD 282	\$2,589,369	\$2,589,369	0.0002078173	0.207817326	0	0						0	
143		208	HC MUD 316	\$695,535	\$695,535	0.0000558222	0.05582218	0	0						0	
144		213	HC MUD 322	\$1,788,930	\$1,788,930	0.0001435758	0.14357577	0	0						0	
145		220	HC MUD 342	\$1,878,237	\$1,878,237	0.0001507434	0.150743363	0	0						0	
146		222	HC MUD 344	\$3,181,153	\$3,181,153	0.0002553127	0.255312668	0	0						0	
147		224	HC MUD 345	\$1,165,206	\$1,165,206	0.0000935170	0.09351699	0	0						0	
148		225	HC MUD 346	\$156,848	\$156,848	0.0000125883	0.012588292	0	0						0	
149		227	HC FWSD 27	\$719,523	\$719,523	0.0000577474	0.057747407	0	0						0	
150		228	HC MUD 404	\$1,276,189	\$1,276,189	0.0001024243	0.102424253	0	0						0	
151		229	HC MUD 412	\$3,093,811	\$3,093,811	0.0002483028	0.248302783	0	0						0	
152		230	HC MUD 407	\$467,766	\$467,766	0.0000375419	0.037541918	0	0						0	
153		231	HC MUD 405	\$580,721	\$580,721	0.0000466074	0.04660745	0	0						0	
154		232	HC MUD 433	\$7,565,264	\$7,565,264	0.0006071722	0.607172223	1	5						5	
155		234	HC MUD 451	\$1,139,927	\$1,139,927	0.0000914882	0.09148815	0	0						0	
156		235	HC MUD 459	\$1,409,771	\$1,409,771	0.0001131453	0.113145264	0	0						0	
157		236	HC MUD 416	\$2,353,943	\$2,353,943	0.0001889225	0.188922529	0	0						0	
158		237	HC MUD 434	\$4,293,076	\$4,293,076	0.0003445533	0.344553277	0	0						0	
159		238	HC MUD 439	\$504,496	\$504,496	0.0000404898	0.040489791	0	0						0	
160		241	HC MUD 460	\$4,024,730	\$4,024,730	0.0003230164	0.323016389	0	0						0	
161		242	HC MUD 450	\$2,028,544	\$2,028,544	0.0001628067	0.162806687	0	0						0	
162		243	HC MUD 480	\$3,202,156	\$3,202,156	0.0002569983	0.256998325	0	0						0	
163		246	H C MUD 432	\$6,448,641	\$6,448,641	0.0005175544	0.517554403	1	5						5	
164		247	HC FWSD 47	\$1,581,350	\$1,581,350	0.0001269158	0.126915835	0	0						0	
165		248	HC MUD 481	\$2,627,802	\$2,627,802	0.0002109019	0.210901878	0	0						0	
166		249	HC MUD 406	\$8,176,822	\$8,176,822	0.0006562546	0.656254586	1	5						5	
167		251	HC FWSD 51	\$1,277,334	\$1,277,334	0.0001025161	0.102516148	0	0						0	
168		252	CHAMPIONS MUD	\$1,504,234	\$1,504,234	0.0001207267	0.120726666	0	0						0	
169		253	BRAZORIA COUNTY MUD 18	\$665,264	\$665,264	0.0000533927	0.053392693	0	0						0	
170		254	KINGS MANOR MUD	\$551,942	\$551,942	0.0000442977	0.044297707	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
171		255	H C MUD 501	\$8,049,763	\$8,049,763	0.0006460571	0.646057097	1	5						5	
172		256	HARRIS BRAZORIA COUNTIES MUD 509	\$4,091,827	\$4,091,827	0.0003284015	0.328401454	0	0						0	
173		257	H C MUD 500	\$1,666,815	\$1,666,815	0.0001337751	0.133775076	0	0						0	
174		258	HC FWSD 58	\$1,164,407	\$1,164,407	0.0000934529	0.093452864	0	0						0	
175		261	HC FWSD 61	\$4,020,084	\$4,020,084	0.0003226435	0.322643511	0	0						0	
176		264	HC ID 1	\$9,727,349	\$9,727,349	0.0007806966	0.780696631	1	5						5	
177		276	HC MUD 396	\$2,180,891	\$2,180,891	0.0001750337	0.175033738	0	0						0	
178		301	HC MUD 1	\$8,731,364	\$8,731,364	0.0007007610	0.700760964	1	5						5	
179		305	HC MUD 5	\$2,657,060	\$2,657,060	0.0002132501	0.213250063	0	0						0	
180		306	HC MUD 6	\$1,137,885	\$1,137,885	0.0000913243	0.091324264	0	0						0	
181		308	HC MUD 8	\$888,069	\$888,069	0.0000712746	0.071274556	0	0						0	
182		311	HC MUD 11	\$1,939,395	\$1,939,395	0.0001556518	0.155651776	0	0						0	
183		313	CLEAR BROOK CITY MUD	\$7,694,679	\$7,694,679	0.0006175588	0.6175588	1	5						5	
184		316	HC MUD 16	\$1,529,452	\$1,529,452	0.0001227506	0.12275061	0	0						0	
185		318	HC MUD 18	\$1,372,168	\$1,372,168	0.0001101273	0.110127326	0	0						0	
186		319	HC MUD 494	\$2,987,001	\$2,987,001	0.0002397304	0.239730436	0	0						0	
187		321	HC MUD 461	\$4,060,053	\$4,060,053	0.0003258513	0.325851339	0	0						0	
188		323	HC MUD 23	\$1,055,128	\$1,055,128	0.0000846824	0.084682361	0	0						0	
189		324	HC MUD 24	\$4,632,481	\$4,632,481	0.0003717932	0.37179321	0	0						0	
190		325	HC MUD 25	\$707,138	\$707,138	0.0000567534	0.056753413	0	0						0	
191		326	HC MUD 26	\$8,096,268	\$8,096,268	0.0006497895	0.649789491	1	5						5	
192		327	HARRIS - WALLER COUNTIES MUD 2	\$481,867	\$481,867	0.0000386736	0.038673635	0	0						0	
193		331	HC MUD 529	\$1,228,869	\$1,228,869	0.0000986264	0.098626449	0	0						0	
194		332	HC MUD 449	\$8,489,194	\$8,489,194	0.0006813249	0.681324907	1	5						5	
195		333	HC MUD 33	\$1,994,509	\$1,994,509	0.0001600751	0.16007511	0	0						0	
196		334	HC WCID 159	\$5,071,230	\$5,071,230	0.0004070063	0.407006285	0	0						0	
197		336	HC MUD 36	\$1,415,355	\$1,415,355	0.0001135934	0.113593424	0	0						0	
198		337	HC MUD 504	\$8,830,043	\$8,830,043	0.0007086807	0.708680733	1	5						5	
199		338	HC ID 12	\$209,841	\$209,841	0.0000168414	0.016841399	0	0						0	
200		339	HC MUD 530	\$3,780,516	\$3,780,516	0.0003034163	0.303416286	0	0						0	
201		340	HC MUD 531	\$3,161,423	\$3,161,423	0.0002537292	0.25372918	0	0						0	
202		341	PEARLAND MUNICIPAL MGMT 2	\$18,287	\$18,287	0.0000014677	0.001467676	0	0						0	
203		342	HC MUD 422	\$2,045,981	\$2,045,981	0.0001642061	0.164206144	0	0						0	
204		343	HC MUD 43	\$2,585,160	\$2,585,160	0.0002074795	0.20747952	0	0						0	
205		344	HC MUD 44	\$492,909	\$492,909	0.0000395598	0.039559843	0	0						0	
206		345	HC ID 18 (DA 1)	\$2,192,896	\$2,192,896	0.0001759972	0.175997234	0	0						0	
207		346	HC MUD 46	\$1,134,427	\$1,134,427	0.0000910467	0.091046732	0	0						0	
208		347	NORTHAMPTON MUD (DA)	\$1,358,251	\$1,358,251	0.0001090104	0.109010377	0	0						0	
209		348	HC MUD 48	\$249,089	\$249,089	0.0000199914	0.019991361	0	0						0	
210		349	HC MUD 49	\$6,987,658	\$6,987,658	0.0005608148	0.560814777	1	5						5	
211		350	HC MUD 50	\$2,287,836	\$2,287,836	0.0001836169	0.183616919	0	0						0	
212		351	HC WCID 161	\$3,819,699	\$3,819,699	0.0003065610	0.306561031	0	0						0	
213		353	HC MUD 53	\$3,873,360	\$3,873,360	0.0003108678	0.310867751	0	0						0	
214		354	HARRIS - WALLER COUNTIES MUD 3	\$121	\$121	0.0000000097	9.71121E-06	0	0						0	
215		355	HC MUD 55	\$5,683,328	\$5,683,328	0.0004561320	0.456131987	0	0						0	
216		356	HC MUD 495	\$10,504,435	\$10,504,435	0.0008430639	0.843063924	1	5						5	
217		357	INTERCONTINENTAL MUD	\$925,150	\$925,150	0.0000742506	0.074250599	0	0						0	
218		358	HC MUD 58	\$706,391	\$706,391	0.0000566935	0.05669346	0	0						0	
219		359	HC MUD 537	\$1,572,551	\$1,572,551	0.0001262096	0.126209645	0	0						0	
220		360	HC MUD 319	\$6,706,535	\$6,706,535	0.0005382524	0.538252435	1	5						5	
221		361	HC MUD 61	\$2,331,163	\$2,331,163	0.0001870943	0.187094254	0	0						0	
222		362	HC MUD 62	\$1,661,461	\$1,661,461	0.0001333454	0.133345376	0	0						0	
223		363	HC MUD 063	\$519,833	\$519,833	0.0000417207	0.041720706	0	0						0	
224		364	HC MUD 64	\$2,438,550	\$2,438,550	0.0001957129	0.195712909	0	0						0	
225		365	HC MUD 65	\$2,909,131	\$2,909,131	0.0002334808	0.233480753	0	0						0	
226		366	GENERATION PARK MGMT DIST	\$14,252,880	\$14,252,880	0.0011439063	1.143906259	1	5						5	
227		368	HC ID 15	\$1,939,410	\$1,939,410	0.0001556530	0.155652979	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
228		369	HC MUD 69	\$937,356	\$937,356	0.0000752302	0.075230227	0	0						0	
229		370	HC MUD 70	\$2,725,894	\$2,725,894	0.0002187745	0.218774536	0	0						0	
230		371	HC MUD 71	\$9,207,289	\$9,207,289	0.0007389577	0.738957706	1	5						5	
231		372	HC MUD 438	\$1,101,240	\$1,101,240	0.0000883832	0.088383213	0	0						0	
232		374	HC MUD 213A	\$3,060,939	\$3,060,939	0.0002456645	0.245664545	0	0						0	
233		375	HC MUD 213B	\$876,035	\$876,035	0.0000703087	0.070308732	0	0						0	
234		376	HC MUD 457	\$12,073,736	\$12,073,736	0.0009690127	0.969012731	1	5						5	
235		378	HC MUD 458	\$444,259	\$444,259	0.0000356553	0.035655296	0	0						0	
236		379	HC MUD 381	\$1,087,669	\$1,087,669	0.0000872940	0.087294033	0	0						0	
237		381	HC MUD 81	\$2,303,676	\$2,303,676	0.0001848882	0.184888205	0	0						0	
238		382	HC MUD 82	\$8,522,026	\$8,522,026	0.0006839599	0.683959935	1	5						5	
239		383	HC MUD 383	\$5,174,436	\$5,174,436	0.0004152894	0.415289382	0	0						0	
240		384	HC MUD 397	\$2,356,837	\$2,356,837	0.0001891548	0.189154795	0	0						0	
241		385	HC MUD 399	\$1,750,041	\$1,750,041	0.0001404546	0.140454621	0	0						0	
242		386	HC MUD 86	\$2,261,937	\$2,261,937	0.0001815383	0.18153832	0	0						0	
243		387	HC MUD 391	\$7,257,896	\$7,257,896	0.0005825035	0.582503512	1	5						5	
244		388	HC MUD 393	\$1,177,149	\$1,177,149	0.0000944755	0.09447551	0	0						0	
245		389	HC MUD 400	\$6,657,171	\$6,657,171	0.0005342906	0.534290584	1	5						5	
246		392	HC MUD 411	\$849,210	\$849,210	0.0000681558	0.068155814	0	0						0	
247		394	HC MUD 410	\$2,270,106	\$2,270,106	0.0001821939	0.182193947	0	0						0	
248		395	HARRIS-MONTGOMERY CO MUD 386	\$18,598,030	\$18,598,030	0.0014926389	1.492638885	1	5						5	
249		396	HC MUD 96	\$2,979,214	\$2,979,214	0.0002391055	0.239105468	0	0						0	
250		399	HC MUD 420	\$1,615,103	\$1,615,103	0.0001296248	0.12962478	0	0						0	
251		400	HC RID 1	\$464,384	\$464,384	0.0000372705	0.037270486	0	0						0	
252		402	HC MUD 102	\$3,175,982	\$3,175,982	0.0002548977	0.254897655	0	0						0	
253		404	HC MUD 104	\$1,529,821	\$1,529,821	0.0001227802	0.122780225	0	0						0	
254		405	HC MUD 105	\$7,567,256	\$7,567,256	0.0006073321	0.607332097	1	5						5	
255		406	HC MUD 106	\$3,532,593	\$3,532,593	0.0002835185	0.283518506	0	0						0	
256		408	BAUER LANDING WCID	\$2,530,928	\$2,530,928	0.0002031270	0.203126974	0	0						0	
257		409	HC MUD 109	\$3,952,698	\$3,952,698	0.0003172353	0.317235252	0	0						0	
258		410	SOUTHEAST REGIONAL MANAGEMENT DIST	\$969,381	\$969,381	0.0000778005	0.077800486	0	0						0	
259		411	HC MUD 536	\$7,690,933	\$7,690,933	0.0006172582	0.617258154	1	5						5	
260		412	DOWDELL PUD (DA)	\$475,964	\$475,964	0.0000381999	0.038199872	0	0						0	
261		413	HC MUD 525	\$71,818	\$71,818	0.0000057640	0.005763962	0	0						0	
262		414	HC MUD 542	\$2,978,711	\$2,978,711	0.0002390651	0.239065098	0	0						0	
263		416	HC MUD 503	\$483,936	\$483,936	0.0000388397	0.038839688	0	0						0	
264		417	INTERCONTINENTAL CROSSING MUD	\$1,603,149	\$1,603,149	0.0001286654	0.128665377	0	0						0	
265		418	HC MUD 118	\$1,814,699	\$1,814,699	0.0001456439	0.145643936	0	0						0	
266		419	HC MUD 119	\$1,341,668	\$1,341,668	0.0001076795	0.10767946	0	0						0	
267		420	HC MUD 120	\$2,913,154	\$2,913,154	0.0002338036	0.233803631	0	0						0	
268		421	THE WOODLANDS ROAD UD 1	\$51,331	\$51,331	0.0000041197	0.004119718	0	0						0	
269		422	HC MUD 122	\$969,449	\$969,449	0.0000778059	0.077805944	0	0						0	
270		424	HC ID 13	\$76,549	\$76,549	0.0000061437	0.006143662	0	0						0	
271		425	HC ID 14	\$2,002,420	\$2,002,420	0.0001607100	0.16071003	0	0						0	
272		427	HC MUD 127	\$2,713,863	\$2,713,863	0.0002178090	0.217808953	0	0						0	
273		428	SAINT GEORGE PLACE MGMT DISTRICT	\$528,290	\$528,290	0.0000423994	0.042399448	0	0						0	
274		429	HC ID 23	\$303,986	\$303,986	0.0000243973	0.024397279	0	0						0	
275		430	HC MUD 130	\$2,064,815	\$2,064,815	0.0001657177	0.165717722	0	0						0	
276		431	HC MUD 552	\$1,635,135	\$1,635,135	0.0001312325	0.131232506	0	0						0	
277		432	HC MUD 132	\$577,466	\$577,466	0.0000463462	0.04634621	0	0						0	
278		433	HC MUD 423	\$5,186,295	\$5,186,295	0.0004162412	0.41624116	0	0						0	
279		435	HC MUD 551	\$1,315,755	\$1,315,755	0.0001055997	0.105599737	0	0						0	
280		436	HC MUD 136	\$499,194	\$499,194	0.0000400643	0.040064264	0	0						0	
281		438	NEWPORT MUD (DA)	\$55,448	\$55,448	0.0000044501	0.00445014	0	0						0	
282		441	HC MUD 538	\$2,689,711	\$2,689,711	0.0002158706	0.215870564	0	0						0	
283		442	HC MUD 473	\$935,255	\$935,255	0.0000750616	0.075061605	0	0						0	
284		443	HC FWSD 48	\$59,246	\$59,246	0.0000047550	0.00475496	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
285		444	HC MUD 144	\$1,154,698	\$1,154,698	0.0000926736	0.09267364	0	0						0	
286		447	HC MUD 147	\$909,982	\$909,982	0.0000730332	0.073033247	0	0						0	
287		448	HC MUD 148	\$2,919,651	\$2,919,651	0.0002343251	0.234325066	0	0						0	
288		449	HC MUD 149	\$1,420,870	\$1,420,870	0.0001140360	0.114036046	0	0						0	
289		450	HC MUD 150	\$2,347,004	\$2,347,004	0.0001883656	0.188365619	0	0						0	
290		451	HC MUD 151	\$2,154,174	\$2,154,174	0.0001728895	0.172889488	0	0						0	
291		452	HC MUD 152	\$1,752,128	\$1,752,128	0.0001406221	0.140622119	0	0						0	
292		453	HC MUD 153	\$4,494,403	\$4,494,403	0.0003607114	0.360711359	0	0						0	
293		454	HC MUD 154	\$3,765,980	\$3,765,980	0.0003022497	0.302249657	0	0						0	
294		455	HC MUD 155	\$1,515,962	\$1,515,962	0.0001216679	0.121667931	0	0						0	
295		456	HC MUD 156	\$2,036,365	\$2,036,365	0.0001634344	0.163434384	0	0						0	
296		457	HC MUD 157	\$5,749,415	\$5,749,415	0.0004614360	0.461435991	0	0						0	
297		458	HC MUD 158	\$2,186,269	\$2,186,269	0.0001754654	0.175465365	0	0						0	
298		460	HC MUD 518	\$810,139	\$810,139	0.0000650201	0.065020057	0	0						0	
299		462	HC MUD 162	\$1,061,239	\$1,061,239	0.0000851728	0.085172817	0	0						0	
300		463	HC MUD 163	\$724,771	\$724,771	0.0000581686	0.058168601	0	0						0	
301		464	BRAZORIA MUD 23	\$0	\$0	0.0000000000	0	0	0						0	
302		465	HC MUD 165	\$26,253,437	\$26,253,437	0.0021070458	2.107045797	2	10						10	
303		466	HC MUD 166	\$2,204,335	\$2,204,335	0.0001769153	0.176915304	0	0						0	
304		467	HC MUD 167	\$9,992,973	\$9,992,973	0.0008020151	0.802015056	1	5						5	
305		468	HC MUD 168	\$2,918,838	\$2,918,838	0.0002342598	0.234259817	0	0						0	
306		470	HC MUD 170	\$592,376	\$592,376	0.0000475429	0.047542855	0	0						0	
307		471	HC MUD 171	\$744,492	\$744,492	0.0000597514	0.059751367	0	0						0	
308		472	HC MUD 172	\$3,006,533	\$3,006,533	0.0002412980	0.241298033	0	0						0	
309		473	HC MUD 173	\$1,910,072	\$1,910,072	0.0001532984	0.153298373	0	0						0	
310		474	HC MUD 565	\$2,176,156	\$2,176,156	0.0001746537	0.174653717	0	0						0	
311		476	HC MUD 561	\$2,053,079	\$2,053,079	0.0001647758	0.164775815	0	0						0	
312		478	HC MUD 558	\$5,169,155	\$5,169,155	0.0004148655	0.41486554	0	0						0	
313		479	HC MUD 179	\$662,716	\$662,716	0.0000531882	0.053188196	0	0						0	
314		480	HC MUD 180	\$3,233,763	\$3,233,763	0.0002595350	0.259535037	0	0						0	
315		482	HC MUD 182	\$508,693	\$508,693	0.0000408266	0.040826633	0	0						0	
316		483	HC MUD 183	\$1,561,473	\$1,561,473	0.0001253205	0.125320548	0	0						0	
317		484	HC MUD 382	\$1,114,502	\$1,114,502	0.0000894476	0.089447593	0	0						0	
318		485	HC MUD 185	\$672,217	\$672,217	0.0000539507	0.053950727	0	0						0	
319		486	HC MUD 186	\$765,990	\$765,990	0.0000614768	0.061476751	0	0						0	
320		487	HC MUD 465	\$1,822,423	\$1,822,423	0.0001462638	0.146263848	0	0						0	
321		488	HC MUD 188	\$2,032,921	\$2,032,921	0.0001631580	0.163157976	0	0						0	
322		489	HC MUD 189	\$1,947,828	\$1,947,828	0.0001563286	0.15632859	0	0						0	
323		490	HC MUD 390	\$5,569,973	\$5,569,973	0.0004470344	0.447034352	0	0						0	
324		491	HC MUD 191	\$1,021,711	\$1,021,711	0.0000820004	0.082000382	0	0						0	
325		493	HC MUD 389	\$1,843,575	\$1,843,575	0.0001479615	0.147961463	0	0						0	
326		496	HC MUD 196	\$4,055,258	\$4,055,258	0.0003254665	0.325466503	0	0						0	
327		498	HC MUD 418	\$127,348	\$127,348	0.0000102207	0.010220683	0	0						0	
328		500	HC MUD 200	\$2,973,913	\$2,973,913	0.0002386800	0.238680021	0	0						0	
329		501	HC MUD 374	\$3,782,106	\$3,782,106	0.0003035439	0.303543896	0	0						0	
330		502	HC MUD 202	\$3,283,474	\$3,283,474	0.0002635247	0.263524737	0	0						0	
331		504	HC MUD 371	\$2,978,508	\$2,978,508	0.0002390488	0.239048806	0	0						0	
332		505	HC MUD 205	\$597,514	\$597,514	0.0000479552	0.047955221	0	0						0	
333		506	HC MUD 419	\$13,879,021	\$13,879,021	0.0011139011	1.113901119	1	5						5	
334		507	HC MUD 468	\$3,833,713	\$3,833,713	0.0003076858	0.307685766	0	0						0	
335		508	HC MUD 208	\$1,231,826	\$1,231,826	0.0000988638	0.098863771	0	0						0	
336		509	HC MUD 372	\$1,062,825	\$1,062,825	0.0000853001	0.085300106	0	0						0	
337		510	HC MUD 373	\$402,472	\$402,472	0.0000323016	0.032301559	0	0						0	
338		511	HC MUD 211	\$374,655	\$374,655	0.0000300690	0.030069025	0	0						0	
339		514	HC MUD 220	\$1,462,796	\$1,462,796	0.0001174009	0.117400939	0	0						0	
340		515	HC MUD 215	\$477,153	\$477,153	0.0000382953	0.038295299	0	0						0	
341		516	HC MUD 216	\$1,556,893	\$1,556,893	0.0001249530	0.124952967	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
342		517	HC MUD 217	\$1,411,115	\$1,411,115	0.0001132531	0.113253131	0	0						0	
343		519	HC MUD 341	\$1,354,186	\$1,354,186	0.0001086841	0.108684128	0	0						0	
344		520	HC MUD 370	\$2,673,961	\$2,673,961	0.0002146065	0.214606502	0	0						0	
345		521	HC MUD 221	\$1,628,534	\$1,628,534	0.0001307027	0.130702724	0	0						0	
346		522	HC MUD 222	\$1,395,293	\$1,395,293	0.0001119833	0.11198329	0	0						0	
347		524	HC MUD 354	\$2,240,072	\$2,240,072	0.0001797835	0.179783481	0	0						0	
348		525	HC MUD 355	\$418,948	\$418,948	0.0000336239	0.033623888	0	0						0	
349		526	HC MUD 367	\$3,269,103	\$3,269,103	0.0002623714	0.262371351	0	0						0	
350		527	HC MUD 359	\$345,621	\$345,621	0.0000277388	0.027738817	0	0						0	
351		528	HC MUD 358	\$2,803,276	\$2,803,276	0.0002249851	0.224985053	0	0						0	
352		529	HC MUD 360	\$1,983,140	\$1,983,140	0.0001591627	0.159162657	0	0						0	
353		530	HC MUD 230	\$2,353,699	\$2,353,699	0.0001889029	0.188902946	0	0						0	
354		531	HC MUD 231	\$319,088	\$319,088	0.0000256093	0.025609334	0	0						0	
355		532	HC MUD 361	\$1,120,158	\$1,120,158	0.0000899015	0.089901532	0	0						0	
356		533	HC MUD 233	\$939,809	\$939,809	0.0000754271	0.075427099	0	0						0	
357		534	HC MUD 364	\$2,699,032	\$2,699,032	0.0002166186	0.216618648	0	0						0	
358		535	HC MUD 365	\$2,640,437	\$2,640,437	0.0002119159	0.211915936	0	0						0	
359		538	HC MUD 238	\$2,812,318	\$2,812,318	0.0002257107	0.225710745	0	0						0	
360		539	HC MUD 239	\$2,613,961	\$2,613,961	0.0002097910	0.209791028	0	0						0	
361		541	HC MUD 257	\$1,958,862	\$1,958,862	0.0001572142	0.157214156	0	0						0	
362		542	HC MUD 261	\$788,997	\$788,997	0.0000633232	0.063323245	0	0						0	
363		544	HC MUD 280	\$1,720,192	\$1,720,192	0.0001380590	0.138059002	0	0						0	
364		545	HC MUD 281	\$1,743,451	\$1,743,451	0.0001399257	0.139925721	0	0						0	
365		548	HC MUD 248	\$3,145,468	\$3,145,468	0.0002524487	0.252448665	0	0						0	
366		549	HC MUD 249	\$2,779,181	\$2,779,181	0.0002230512	0.223051239	0	0						0	
367	Y	550	HC EMERG SRV DIST 7	\$18,046,627	\$0	0.0000000000	0	0	0							
368		555	HC MUD 366	\$436,559	\$436,559	0.0000350373	0.03503731	0	0						0	
369		556	HC UD 6	\$2,023,289	\$2,023,289	0.0001623849	0.162384932	0	0						0	
370		557	HC MUD 165 (DA 1)	\$1,482,249	\$1,482,249	0.0001189622	0.118962196	0	0						0	
371		559	HC MUD 528	\$224,128	\$224,128	0.0000179880	0.017988043	0	0						0	
372		564	HC UD 14	\$467,111	\$467,111	0.0000374893	0.037489349	0	0						0	
373		565	HC UD 15	\$2,058,312	\$2,058,312	0.0001651958	0.165195805	0	0						0	
374		566	HC UD 16	\$3,007,810	\$3,007,810	0.0002414005	0.241400523	0	0						0	
375		567	CROSBY MUD (DA 1)	\$398,010	\$398,010	0.0000319434	0.031943448	0	0						0	
376		568	VILLAGE AT KATY DEV DISTRICT	\$171,305	\$171,305	0.0000137486	0.01374858	0	0						0	
377		600	HC WCID FONDREN ROAD	\$875,495	\$875,495	0.0000702654	0.070265393	0	0						0	
378		601	HC WCID 1	\$1,620,684	\$1,620,684	0.0001300727	0.130072699	0	0						0	
379		602	HC WCID 21	\$2,022,415	\$2,022,415	0.0001623148	0.162314787	0	0						0	
380		603	HC WCID 36	\$1,435,731	\$1,435,731	0.0001152288	0.115228759	0	0						0	
381		604	HC WCID 50	\$1,831,347	\$1,831,347	0.0001469801	0.14698007	0	0						0	
382		605	HC WCID 70	\$862,617	\$862,617	0.0000692318	0.069231831	0	0						0	
383		606	HC WCID 74	\$1,732,906	\$1,732,906	0.0001390794	0.139079401	0	0						0	
384		609	HC WCID 84	\$3,318,428	\$3,318,428	0.0002663301	0.266330072	0	0						0	
385		610	HC WCID 89	\$6,325,530	\$6,325,530	0.0005076738	0.507673772	1	5						5	
386		611	HC WCID 91	\$497,173	\$497,173	0.0000399021	0.039902062	0	0						0	
387		612	HC WCID 92	\$757,385	\$757,385	0.0000607861	0.060786132	0	0						0	
388		613	HC WCID 96	\$8,336,417	\$8,336,417	0.0006690633	0.669063346	1	5						5	
389		614	HC WCID 155	\$2,108,707	\$2,108,707	0.0001692404	0.169240402	0	0						0	
390		615	HC WCID 099	\$276,203	\$276,203	0.0000221675	0.022167474	0	0						0	
391		616	HC WCID 156	\$486,579	\$486,579	0.0000390518	0.03905181	0	0						0	
392		617	HC WCID 157	\$7,604,355	\$7,604,355	0.0006103096	0.610309585	1	5						5	
393		618	HC ID 25	\$636,642	\$636,642	0.0000510956	0.051095552	0	0						0	
394		622	HC WCID 109	\$1,987,296	\$1,987,296	0.0001594962	0.159496209	0	0						0	
395		623	HC WCID 110	\$3,872,803	\$3,872,803	0.0003108230	0.310823047	0	0						0	
396		624	HC WCID 113	\$740,198	\$740,198	0.0000594067	0.059406739	0	0						0	
397		625	HC WCID 114	\$1,354,574	\$1,354,574	0.0001087153	0.108715269	0	0						0	
398		626	HC WCID 116	\$1,063,702	\$1,063,702	0.0000853705	0.085370492	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
399		627	HC WCID 119	\$3,581,238	\$3,581,238	0.0002874227	0.287422652	0	0						0	
400		628	HC WCID 132	\$680,132	\$680,132	0.0000545860	0.054585968	0	0						0	
401		629	HC WCID 133	\$2,263,023	\$2,263,023	0.0001816255	0.18162548	0	0						0	
402		630	HC WCID 136	\$1,406,653	\$1,406,653	0.0001128950	0.11289502	0	0						0	
403	Y	631	HC EMERG SRV DIST 46	\$8,913,231	\$0	0.0000000000	0	0	0							
404		632	HC WCID 145	\$915,289	\$915,289	0.0000734592	0.073459176	0	0						0	
405	Y	633	HC EMERG SRV DIST 9	\$26,758,264	\$0	0.0000000000	0	0	0							
406	Y	634	HC EMERG SRV DIST 13	\$10,283,801	\$0	0.0000000000	0	0	0							
407	Y	635	HC EMERG SRV DIST 16	\$8,712,749	\$0	0.0000000000	0	0	0							
408	Y	636	HC EMERG SRV DIST 20	\$7,381,735	\$0	0.0000000000	0	0	0							
409	Y	637	HC EMERG SRV DIST 28	\$4,763,352	\$0	0.0000000000	0	0	0							
410	Y	638	HC EMERG SRV DIST 47	\$5,525,423	\$0	0.0000000000	0	0	0							
411	Y	639	HC EMERG SRV DIST 24	\$7,414,361	\$0	0.0000000000	0	0	0							
412	Y	640	HC EMERG SRV DIST 14	\$561,575	\$0	0.0000000000	0	0	0							
413	Y	641	HC EMERG SRV DIST 10	\$6,925,645	\$0	0.0000000000	0	0	0							
414	Y	642	HC EMERG SRV DIST 25	\$2,883,122	\$0	0.0000000000	0	0	0							
415	Y	643	HC EMERG SRV DIST 48	\$18,807,821	\$0	0.0000000000	0	0	0							
416	Y	645	HC EMERG SRV DIST 29	\$4,214,672	\$0	0.0000000000	0	0	0							
417	Y	647	HC EMERG SRV DIST 17	\$6,715,827	\$0	0.0000000000	0	0	0							
418	Y	648	HC EMERG SRV DIST 21	\$4,661,909	\$0	0.0000000000	0	0	0							
419	Y	649	HC EMERG SRV DIST 19	\$233,973	\$0	0.0000000000	0	0	0							
420		650	HARRIS-FT BEND MUD 1	\$395,205	\$395,205	0.0000317183	0.031718325	0	0						0	
421		651	HEATHERLOCH MUD	\$1,778,185	\$1,778,185	0.0001427134	0.142713399	0	0						0	
422		652	HORSEPEN BAYOU MUD	\$2,418,693	\$2,418,693	0.0001941192	0.194119228	0	0						0	
423		654	HUNTERS GLEN MUD	\$4,704,688	\$4,704,688	0.0003775884	0.377588393	0	0						0	
424		656	INTERSTATE MUD	\$2,704,936	\$2,704,936	0.0002170925	0.217092491	0	0						0	
425		657	INVERNESS FOREST ID	\$1,361,646	\$1,361,646	0.0001092829	0.109282852	0	0						0	
426		658	JACKRABBIT ROAD PUD	\$1,304,099	\$1,304,099	0.0001046643	0.104664251	0	0						0	
427		660	HARRIS-FT BEND CO MUD 3	\$4,666,835	\$4,666,835	0.0003745504	0.37455039	0	0						0	
428		662	FORT BEND CO MUD 30	\$3,537	\$3,537	0.0000002839	0.000283872	0	0						0	
429	Y	664	HC EMERG SRV DIST 75	\$1,365,245	\$0	0.0000000000	0	0	0							
430	Y	665	HC ESD 15	\$1,214,957	\$0	0.0000000000	0	0	0							
431	Y	666	HC EMERG SERV DIST 11	\$22,434,302	\$0	0.0000000000	0	0	0							
432	Y	667	HC EMERG SERV DIST 50	\$4,629,257	\$0	0.0000000000	0	0	0							
433	Y	668	HC EMERG SRV DIST 12	\$2,174,254	\$0	0.0000000000	0	0	0							
434	Y	669	HC EMERG SRV DIST 80	\$1,530,290	\$0	0.0000000000	0	0	0							
435	Y	670	HC EMERG SRV DIST 60	\$5,084,922	\$0	0.0000000000	0	0	0							
436	Y	671	HC EMERG SRV DIST 1	\$23,164,602	\$0	0.0000000000	0	0	0							
437	Y	672	HC EMERG SRV DIST 2	\$1,953,433	\$0	0.0000000000	0	0	0							
438	Y	673	HC EMERG SRV DIST 3	\$4,661,050	\$0	0.0000000000	0	0	0							
439	Y	674	HC EMERG SRV DIST 4	\$1,683,180	\$0	0.0000000000	0	0	0							
440	Y	675	HC EMERG SRV DIST 5	\$857,888	\$0	0.0000000000	0	0	0							
441	Y	676	HC EMERG SERV DIST 6	\$1,337,172	\$0	0.0000000000	0	0	0							
442	Y	677	HARRIS-FT BND ESD 100	\$3,436,107	\$0	0.0000000000	0	0	0							
443	Y	678	WALLER-HARRIS ESD 200	\$4,195,803	\$0	0.0000000000	0	0	0							
444	Y	679	HC EMERG SERV DIST 8	\$5,751,567	\$0	0.0000000000	0	0	0							
445		681	KINGSBRIDGE MUD	\$125,753	\$125,753	0.0000100927	0.010092672	0	0						0	
446		682	KIRKMONT MUD	\$758,982	\$758,982	0.0000609143	0.060914304	0	0						0	
447		683	KLEIN PUD	\$1,391,554	\$1,391,554	0.0001116832	0.111683206	0	0						0	
448		684	KLEINWOOD MUD	\$1,966,215	\$1,966,215	0.0001578043	0.157804292	0	0						0	
449		687	HC MUD 572	\$224,166	\$224,166	0.0000179911	0.017991093	0	0						0	
450		691	LAKE MUD	\$1,951,387	\$1,951,387	0.0001566142	0.156614228	0	0						0	
451		692	LAKE FOREST UD	\$1,020,158	\$1,020,158	0.0000818757	0.081875742	0	0						0	
452		693	LANGHAM CREEK UD	\$4,513,346	\$4,513,346	0.0003622317	0.362231685	0	0						0	
453		694	LONGHORN TOWN UD	\$696,204	\$696,204	0.0000558759	0.055875873	0	0						0	
454		695	LOUETTA NORTH PUD	\$1,205,676	\$1,205,676	0.0000967650	0.096765027	0	0						0	
455		696	LOUETTA ROAD UD	\$407,243	\$407,243	0.0000326845	0.032684469	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
456		697	LUCE BAYOU PUD	\$708,582	\$708,582	0.0000568693	0.056869305	0	0						0	
457		699	HC MUD 540	\$1,700,880	\$1,700,880	0.0001365091	0.136509062	0	0						0	
458		701	MALCOMSON ROAD UD	\$3,377,240	\$3,377,240	0.0002710502	0.2710502	0	0						0	
459		702	MASON CREEK UD	\$2,680,905	\$2,680,905	0.0002151638	0.215163813	0	0						0	
460		703	BRAZORIA CO MUD 28	\$821,643	\$821,643	0.0000659433	0.065943344	0	0						0	
461		704	MAYDE CREEK MUD	\$2,915,447	\$2,915,447	0.0002339877	0.233987662	0	0						0	
462		705	MEMORIAL HILLS UD	\$1,042,896	\$1,042,896	0.0000837006	0.083700646	0	0						0	
463		706	MEMORIAL MUD	\$2,152,236	\$2,152,236	0.0001727339	0.172733948	0	0						0	
464		707	MEMORIAL VILLAGES WA	\$1,636,953	\$1,636,953	0.0001313784	0.131378415	0	0						0	
465		709	MILLS ROAD MUD	\$2,573,978	\$2,573,978	0.0002065821	0.206582076	0	0						0	
466		710	MISSION BEND MUD 1	\$574,246	\$574,246	0.0000460878	0.04608778	0	0						0	
467		711	MISSION BEND MUD 2	\$3,578,588	\$3,578,588	0.0002872100	0.287209968	0	0						0	
468		712	MORTON ROAD MUD	\$1,232,538	\$1,232,538	0.0000989209	0.098920915	0	0						0	
469		714	MT HOUSTON ROAD MUD	\$5,222,628	\$5,222,628	0.0004191572	0.419157171	0	0						0	
470		716	HC MUD 490	\$2,873,625	\$2,873,625	0.0002306311	0.230631116	0	0						0	
471		717	HC WCID 158	\$1,735,946	\$1,735,946	0.0001393234	0.139323385	0	0						0	
472		718	NEWPORT MUD	\$6,327,613	\$6,327,613	0.0005078409	0.50784095	1	5						5	
473		720	E ALDINE MGMT DIST (DA 1)	\$27,916	\$27,916	0.0000022405	0.00224048	0	0						0	
474		721	NORTHAMPTON MUD	\$5,455,920	\$5,455,920	0.0004378807	0.437880697	0	0						0	
475		722	NORTH BELT UD	\$2,283,142	\$2,283,142	0.0001832402	0.183240189	0	0						0	
476		724	NE HC MUD 1	\$3,976,481	\$3,976,481	0.0003191440	0.319144026	0	0						0	
477		725	NORTH FOREST MUD	\$328,530	\$328,530	0.0000263671	0.026367129	0	0						0	
478		727	NORTH MISSION GLEN MUD	\$21,239	\$21,239	0.0000017046	0.001704598	0	0						0	
479		728	NORTH PARK PUD	\$872,172	\$872,172	0.0000699987	0.069998696	0	0						0	
480		730	NORTHWEST FRWY MUD	\$1,338,192	\$1,338,192	0.0001074005	0.107400484	0	0						0	
481		731	N GATE CROSSING MUD 1	\$2,359,483	\$2,359,483	0.0001893672	0.189367157	0	0						0	
482		732	N GATE CROSSING MUD 2	\$3,023,739	\$3,023,739	0.0002426790	0.242678951	0	0						0	
483		734	N GATE CROSSING RD UD	\$549,770	\$549,770	0.0000441234	0.044123387	0	0						0	
484		735	HARRIS WALLER CNTS MUD 4	\$0	\$0	0.0000000000	0	0	0						0	
485		738	HARRIS WALLER CNTS MUD 5	\$504,004	\$504,004	0.0000404503	0.040450304	0	0						0	
486		739	HC MUD 534	\$3,230,751	\$3,230,751	0.0002592933	0.2592933	0	0						0	
487		740	HC MUD 559	\$576,767	\$576,767	0.0000462901	0.04629011	0	0						0	
488		745	NW HC MUD 5	\$22,150,650	\$22,150,650	0.0017777647	1.777764716	2	10						10	
489		746	NW HC MUD 6	\$1,545,504	\$1,545,504	0.0001240389	0.12403891	0	0						0	
490		749	NW HC MUD 9	\$1,859,238	\$1,859,238	0.0001492185	0.149218543	0	0						0	
491		750	NW HC MUD 10	\$5,388,298	\$5,388,298	0.0004324535	0.432453498	0	0						0	
492		752	NW HC MUD 12	\$5,185,706	\$5,185,706	0.0004161939	0.416193888	0	0						0	
493		755	NW HC MUD 15	\$2,981,634	\$2,981,634	0.0002392997	0.239299692	0	0						0	
494		756	NW HC MUD 16	\$2,853,639	\$2,853,639	0.0002290271	0.229027082	0	0						0	
495		759	NW HC MUD 19	\$5,058,161	\$5,058,161	0.0004059574	0.405957394	0	0						0	
496		760	NW HC MUD 20	\$624,522	\$624,522	0.0000501228	0.050122826	0	0						0	
497		761	NW HC MUD 21	\$785,371	\$785,371	0.0000630322	0.063032229	0	0						0	
498		762	NW HC MUD 22	\$1,645,694	\$1,645,694	0.0001320799	0.132079949	0	0						0	
499		763	NW HC MUD 23	\$1,846,674	\$1,846,674	0.0001482102	0.148210183	0	0						0	
500		764	NW HC MUD 24	\$2,544,695	\$2,544,695	0.0002042319	0.204231884	0	0						0	
501		768	NW HC MUD 28	\$937,851	\$937,851	0.0000752700	0.075269954	0	0						0	
502		769	NW HC MUD 29	\$603,570	\$603,570	0.0000484413	0.048441262	0	0						0	
503		770	NW HC MUD 30	\$2,708,901	\$2,708,901	0.0002174107	0.217410713	0	0						0	
504		771	NW HC MUD 32	\$3,367,299	\$3,367,299	0.0002702524	0.270252356	0	0						0	
505		776	NW HC MUD 36	\$1,603,798	\$1,603,798	0.0001287175	0.128717464	0	0						0	
506		777	NORTHWEST PARK MUD	\$4,648,667	\$4,648,667	0.0003730923	0.373092265	0	0						0	
507		778	NOTTINGHAM CNTRY MUD	\$3,360,878	\$3,360,878	0.0002697370	0.26973702	0	0						0	
508		779	NORTHWOOD MUD 1	\$787,657	\$787,657	0.0000632157	0.063215699	0	0						0	
509		781	OAKMONT PUD	\$3,685,940	\$3,685,940	0.0002958258	0.295825815	0	0						0	
510		783	PARKWAY UD	\$3,800,620	\$3,800,620	0.0003050298	0.305029791	0	0						0	
511		784	PINE BOUGH PUD	\$17,103	\$17,103	0.0000013727	0.001372651	0	0						0	
512		785	PINE FOREST MUD	\$940,482	\$940,482	0.0000754811	0.075481113	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
513		786	RANKIN ROAD WEST MUD	\$1,421,544	\$1,421,544	0.0001140901	0.11409014	0	0						0	
514		787	PINE VILLAGE PUD	\$732,499	\$732,499	0.0000587888	0.058788834	0	0						0	
515		788	PONDEROSA FOREST UD	\$513,081	\$513,081	0.0000411788	0.041178805	0	0						0	
516		789	POST WOOD MUD	\$999,856	\$999,856	0.0000802463	0.080246346	0	0						0	
517		790	PRESTONWOOD FOREST UD	\$1,026,714	\$1,026,714	0.0000824019	0.082401912	0	0						0	
518		801	REID ROAD MUD 1	\$1,771,971	\$1,771,971	0.0001422147	0.142214676	0	0						0	
519		802	REID ROAD MUD 2	\$2,346,891	\$2,346,891	0.0001883565	0.18835655	0	0						0	
520		803	RENN ROAD MUD	\$1,482,477	\$1,482,477	0.0001189805	0.118980495	0	0						0	
521		804	RICEWOOD MUD	\$1,802,874	\$1,802,874	0.0001446949	0.144694886	0	0						0	
522		806	ROLLING CREEK UD	\$2,891,490	\$2,891,490	0.0002320649	0.232064924	0	0						0	
523		807	ROLLING FORK PUD	\$982,161	\$982,161	0.0000788262	0.078826182	0	0						0	
524		809	ROYALWOOD MUD	\$331,065	\$331,065	0.0000265706	0.026570583	0	0						0	
525		810	RICHEY ROAD MUD	\$881,957	\$881,957	0.0000707840	0.070784019	0	0						0	
526		811	REMINGTON MUD 1	\$6,243,523	\$6,243,523	0.0005010921	0.501092063	1	5						5	
527		822	SAGEMEADOW UD	\$2,548,402	\$2,548,402	0.0002045294	0.2045294	0	0						0	
528		823	SEQUOIA ID	\$452,283	\$452,283	0.0000362993	0.036299285	0	0						0	
529		824	SHASLA PUD	\$1,231,242	\$1,231,242	0.0000988169	0.098816901	0	0						0	
530		825	SOUTHWEST HC MUD 1	\$514,086	\$514,086	0.0000412595	0.041259464	0	0						0	
531		826	SPANISH COVE PUD	\$186,504	\$186,504	0.0000149684	0.01496842	0	0						0	
532		827	SPENCER ROAD PUD	\$2,196,897	\$2,196,897	0.0001763183	0.176318346	0	0						0	
533		829	SPRING CRK FOREST PUD	\$1,164,272	\$1,164,272	0.0000934420	0.093442029	0	0						0	
534		831	SPRING MEADOWS MUD	\$2,695,808	\$2,695,808	0.0002163599	0.216359897	0	0						0	
535		832	SPRING WEST MUD	\$3,276,709	\$3,276,709	0.0002629818	0.262981793	0	0						0	
536		833	SHELDON ROAD MUD	\$2,000,566	\$2,000,566	0.0001605612	0.160561232	0	0						0	
537		841	TATTOR ROAD MD	\$1,615,614	\$1,615,614	0.0001296658	0.129665791	0	0						0	
538		842	TERRANOVA WEST MUD	\$1,677,076	\$1,677,076	0.0001345986	0.134598603	0	0						0	
539		844	HC MUD 368	\$6,983,069	\$6,983,069	0.0005604465	0.560446474	1	5						5	
540		846	TIMBERLAKE ID	\$871,605	\$871,605	0.0000699532	0.069953189	0	0						0	
541		847	TIMBER LANE UD	\$13,330,448	\$13,330,448	0.0010698738	1.069873801	1	5						5	
542		848	TRAIL OF THE LAKES MUD	\$4,783,672	\$4,783,672	0.0003839275	0.383927483	0	0						0	
543		850	HC ID 3	\$5,378,688	\$5,378,688	0.0004316822	0.431682219	0	0						0	
544		851	WESTADOR MUD	\$570,697	\$570,697	0.0000458029	0.045802944	0	0						0	
545		861	WEST HC MUD 1	\$967,160	\$967,160	0.0000776222	0.077622233	0	0						0	
546		862	WEST HC MUD 2	\$2,458,428	\$2,458,428	0.0001973083	0.197308276	0	0						0	
547		864	WEST HC MUD 4	\$1,002,871	\$1,002,871	0.0000804883	0.080488323	0	0						0	
548		865	WEST HC MUD 5	\$2,726,791	\$2,726,791	0.0002188465	0.218846527	0	0						0	
549		866	WEST HC MUD 6	\$484,767	\$484,767	0.0000389064	0.038906383	0	0						0	
550		867	WEST HC MUD 7	\$2,023,413	\$2,023,413	0.0001623949	0.162394884	0	0						0	
551		869	WEST HC MUD 9	\$1,716,809	\$1,716,809	0.0001377875	0.13778749	0	0						0	
552		870	WEST HC MUD 10	\$2,646,749	\$2,646,749	0.0002124225	0.212422524	0	0						0	
553		871	WEST HC MUD 11	\$4,250,730	\$4,250,730	0.0003411547	0.341154675	0	0						0	
554		874	WEST HC MUD 14	\$1,210,339	\$1,210,339	0.0000971393	0.09713927	0	0						0	
555		875	WEST HC MUD 15	\$1,501,742	\$1,501,742	0.0001205267	0.120526664	0	0						0	
556		876	WEST HC MUD 016	\$766,275	\$766,275	0.0000614996	0.061499625	0	0						0	
557		877	WEST HC MUD 17	\$1,824,758	\$1,824,758	0.0001464513	0.14645125	0	0						0	
558		879	WEST HC MUD 21	\$4,584,774	\$4,584,774	0.0003679643	0.367964346	0	0						0	
559		893	W KEEGANS BAYOU ID	\$224,890	\$224,890	0.0000180492	0.0180492	0	0						0	
560		894	WESTLAKE MUD 1	\$1,365,463	\$1,365,463	0.0001095892	0.109589197	0	0						0	
561		895	WEST MEMORIAL MUD	\$1,332,061	\$1,332,061	0.0001069084	0.106908422	0	0						0	
562		896	WESTON MUD	\$3,200,646	\$3,200,646	0.0002568771	0.256877136	0	0						0	
563		897	WEST PARK MUD	\$2,973,143	\$2,973,143	0.0002386182	0.238618222	0	0						0	
564		899	WHITE OAK BEND MUD	\$840,875	\$840,875	0.0000674869	0.067486864	0	0						0	
565		901	WINDFERN FOREST UD	\$2,164,437	\$2,164,437	0.0001737132	0.173713175	0	0						0	
566		902	WOODCREEK MUD	\$1,334,764	\$1,334,764	0.0001071254	0.107125359	0	0						0	
567		907	NORTHPOINTE WCID	\$4,235,550	\$4,235,550	0.0003399364	0.339936361	0	0						0	
568		910	KATY MGMT DISTRICT 1	\$1,206,105	\$1,206,105	0.0000967995	0.096799458	0	0						0	
569		911	CINCO MUD 3	\$94,856	\$94,856	0.0000076129	0.007612944	0	0						0	

		JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Distircts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
570		913	CINCO MUD 6	\$428,488	\$428,488	0.0000343895	0.034389548	0	0						0	
571		914	CINCO MUD 9	\$494,553	\$494,553	0.0000396918	0.039691787	0	0						0	
572		915	HC-FT BEND MUD 5	\$47,813	\$47,813	0.0000038374	0.003837371	0	0						0	
573		916	FT BEND WCID 2	\$394,732	\$394,732	0.0000316804	0.031680363	0	0						0	
574		917	WILLOW FORK DRNG DIST	\$643,394	\$643,394	0.0000516375	0.051637453	0	0						0	
575		921	FALL CREEK MGMT DIST	\$768,245	\$768,245	0.0000616577	0.061657733	0	0						0	
576		A02	HC MUD 578	\$113,269	\$113,269	0.0000090907	0.009090732	0	0						0	
577		A03	HC MUD 547	\$672,753	\$672,753	0.0000539937	0.053993745	0	0						0	
578		A04	WESTWOOD MGMT DISTRICT	\$64	\$64	0.0000000051	5.13651E-06	0	0						0	
579		A06	HC MUD 576	\$68,423	\$68,423	0.0000054915	0.005491486	0	0						0	
580		A07	HC WCID 164	\$84	\$84	0.0000000067	6.74166E-06	0	0						0	
581		A09	HC MUD 539	\$1,668	\$1,668	0.0000001339	0.00013387	0	0						0	
582		A10	HC MUD 532	\$75,143	\$75,143	0.0000060308	0.00603082	0	0						0	
583		A11	HARRIS WALLER COUNTIES MUD 12	\$151,115	\$151,115	0.0000121282	0.012128173	0	0						0	
584		A14	ENCLAVE AT THE WOODLANDS DA	\$65,119	\$65,119	0.0000052263	0.005226314	0	0						0	
585		A15	HC MUD 569	\$961,729	\$961,729	0.0000771864	0.077186353	0	0						0	

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: October 7, 2024

Date submitted: 09/10/2024

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

Subject: Consider authorizing a Professional Services Agreement for a Wastewater Master Plan with Freese and Nichols, Inc.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City is considering entering into a Professional Services Agreement with Freese and Nichols, Inc., to develop a comprehensive Wastewater Master Plan. The contract, valued at \$698,000.00, will provide a detailed analysis of the City's wastewater infrastructure and guide future planning efforts.

Key deliverables for this project include the development of a city-wide wastewater model, which will enhance our understanding of system performance and help identify areas requiring attention. As part of this, city-wide wastewater flow monitoring will be conducted. The last time city-wide monitoring was performed was in 2016 as part of the Sanitary Sewer Evaluation Study, and the City has since undertaken several projects aimed at reducing inflow and infiltration (I&I). This updated monitoring will assess the impact of those improvements and help prioritize future actions to continue reducing I&I.

Freese and Nichols will also perform an assessment to explore the potential consolidation of lift stations. Reducing the number of lift stations could offer operational efficiencies, lowering maintenance demands and enhancing system reliability.

Additionally, the project will include the development of a Wastewater Capital Improvement Plan (CIP), a critical tool to guide future investments and ensure the wastewater system can meet growing demands while staying in regulatory compliance.

Upon completing the Wastewater Master Plan, Freese and Nichols will present their findings and recommendations to City Council. This presentation will provide an opportunity to review the results and discuss next steps for implementing the recommended improvements.

These deliverables, along with other outputs throughout the project, will comprehensively address the City's wastewater system needs, helping to mitigate inflow and infiltration issues while preparing for future growth.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Agreement - Freese & Nichols

AGREEMENT FOR PROFESSIONAL SERVICES - ENGINEER

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

This Agreement for Professional Services – the Engineer (this "Agreement"), entered into as of the date specified hereinbelow, by and between the City of Friendswood, Texas, a home-rule municipality located in Galveston and Harris Counties, Texas (the "City") and Freese and Nichols, Inc., a Texas corporation located at 10497 Town and Country Way, Suite 500, Houston, Texas 77024 (the "Engineer").

1. SCOPE OF SERVICES

This Agreement authorizes the Engineer to perform engineering services necessary to develop a Wastewater Master Plan (the "Project") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

2. TIME OF PERFORMANCE

The Engineer shall proceed with performance of the services called for under the Basic Services upon a written authorization to proceed. The Work shall be completed within the time limits specified in the Scope of Work, unless delayed by causes outside the control of the Engineer. The Engineer shall proceed with subsequent Work only on authorization by City's Director of the Engineering (the "Director"). The Engineer shall immediately submit to City in writing evidence of delay satisfactory to the Director's reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the Director, shall be granted in writing.

3. INFORMATION AND SERVICES TO BE FURNISHED TO ENGINEER

It is agreed that the City shall furnish, without charge, for the purpose of this Agreement, information, data, reports, records, and maps as are existing and available, for the carrying out of the Work of the Engineer as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The City shall cooperate with the Engineer to facilitate the performance of the Work described in this Agreement.

4. COMPENSATION AND METHOD OF PAYMENT

a. COMPENSATION

It is agreed that, unless specifically authorized by the City pursuant to an amendment to this Agreement, the total fees for Basic Services for the Work (including all subcontractors and reimbursable expenses) shall be a lump sum fee of SIX HUNDRED NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$698,000.00).

b. **INVOICING**

The Engineer shall invoice based upon total services completed and expenses actually incurred during the applicable month. The Engineer shall not charge for correction of its or its subconsultant's errors and omissions and shall be responsible for change orders resulting therefrom. Invoices shall be tendered not more than once a month. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. The Engineer 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 Engineer's invoice being denied.

c. **PAYMENT**

The City shall have thirty (30) days to pay the Engineer's invoices from the date of receipt of such invoices and necessary backup information submitted by the Engineer in accordance with subsection b of this section. An invoice including reimbursable expenses must be accompanied by documentation regarding the expenses incurred. Notwithstanding the above, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. As applicable, the Engineer shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City prior to final payment. The Engineer shall pay its subcontractors no later than the tenth (10th) day after it receives payment from the City.

5. **RECORDS**

The Engineer shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed under this Agreement. Such records shall be kept in the office of the Engineer for a period of not less than five (5) years and shall be made available to the City for inspection and copying without cost upon reasonable request.

6. **INSTRUMENTS OF SERVICE**

All documents, including drawings and specifications prepared by the Engineer are instruments of service with respect to the Project. Upon execution of this Agreement, the Engineer grants to the City an ownership interest in such instruments of service. The Engineer shall obtain similar interests from the Engineer's subconsultants consistent with this Agreement. As noted in Sections 5 & 12, the Engineer shall be required to tender to City all instruments of service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the instruments of service, the City hereby expressly agrees to remove the Engineer's name and all references to the Engineer and its consultants from the documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

7. **INSURANCE**

The Engineer shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by the Engineer, its agents, representatives, volunteers, employees or subconsultants.

a. **COVERAGES REQUIRED**

the Engineer's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Engineer's insurance and shall not contribute to it. Further, the Engineer shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

- (1) **Commercial General Liability**
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- (2) **Business Automobile Policy**
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
- (3) **Errors and Omissions**
 - Limit: \$1,000,000 for this Project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
 - Waiver of Subrogation required.
- (4) **Workers' Compensation**
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

b. **REQUIREMENTS FOR COVERAGES**

The following shall be applicable to all policies of insurance required herein.

- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
- (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (3) Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
- (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty

(30) days' prior written notice by mail, return receipt requested, has been given to the City.

- (5) The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
- (6) Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- (7) Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
- (8) 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 Engineer. The Engineer shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. ENGINEER'S PERFORMANCE

a. STANDARD OF CARE

The Engineer shall perform services required herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The Engineer 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 Engineer shall promptly correct any defective analysis caused by the Engineer at no cost to City. The City's approval, acceptance, use of or payment for all or any part of the Engineer's services hereunder or of the Work itself shall in no way alter the Engineer's obligations or the City's rights under this Agreement.

b. CODES

The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by federal, state and local governments. Such codes set forth minimum requirements. These may be exceeded by the Contractor and/or the Engineer. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. The Engineer shall state the alternative codes and regulations used.

c. DUTY

Contractor shall be responsible for the actual supervision of construction operations and safety measures involving the Work, its employees and the public; but the Engineer, on behalf of the City, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the City. The Engineer shall immediately make the City aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Engineer's documents or instruments of service.

If services include periodic visits to the site to observe work performed by the Project Contractor, the Engineer shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the Work in accordance with Contract Documents and to endeavor to safeguard the City against defects and deficiencies in the Work; provided, however, the Engineer does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, the

Engineer shall keep the City informed on the extent of the progress of the Work and shall advise the City of defects and deficiencies in the work of Contractors that are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

9. INDEMNIFICATION AND RELEASE

ENGINEER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, ENGINEER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL (COLLECTIVELY ENGINEER'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH ENGINEER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY ENGINEER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF ENGINEER'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE ENGINEER'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 ENGINEER'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, ENGINEER FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Engineer assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Engineer's services to be performed hereunder. This release shall apply with respect to the Engineer's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBCONSULTANTS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

10. NOTICE

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

City:	Engineer:
City of Friendswood	Freese and Nichols, Inc.
910 S. Friendswood Drive	11200 Broadway Street, Ste. 2320
Friendswood, Texas 77546	Pearland, TX 77578
Attn: Jildardo Arias, PE, CFM, ENV SP	Attn: Ishita Rahman, PE
Title: Director of the Engineering	Title: Associate

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

11. CAPTIONS

The captions used in this Agreement are for general reference only to serve as a guide. The captions do not control the meaning of any section or subsection or in any way determine its interpretation or application.

12. SUCCESSORS AND ASSIGNMENTS

The City and the Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without the

written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

13. TERMINATION

The City may terminate this Agreement at any time by giving at least thirty (30) days' written notice to the Engineer. Furthermore, the City may immediately and without notice terminate this Agreement if the Engineer breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from the Engineer 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 Engineer;
- (d) the dissolution of the Engineer;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, the Engineer shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Engineer 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 Engineer shall also tender to the Director all of the Engineer'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 Engineer under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, the Engineer shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing the Engineer's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. CHANGES

The City may, from time to time, request changes in the scope of the services to be performed by the Engineer under this Agreement. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the City and the Engineer shall be incorporated in written amendments to this Agreement.

15. SUPERVISION OF ENGINEER

the Engineer is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by the Engineer under the terms of this Agreement.

16. PERSONNEL

- a. The Engineer 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 Engineer 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 Engineer shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

18. REQUIRED PROVISIONS

The Engineer shall comply with all applicable federal requirements, including those specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either party.

19. INTEREST OF ENGINEER AND EMPLOYEES

The Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, any interests which would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Engineer.

20. GOVERNING LAW

This Agreement has been made under and shall be governed by the laws of the state of Texas.

21. VENUE

Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

22. NO THIRD-PARTY BENEFICIARY

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Engineer and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

23. NO RIGHT TO ARBITRATION
Notwithstanding anything to the contrary contained in this Agreement, the City and the Engineer hereby agree that no claim or dispute between the City and the Engineer 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 Engineer consents to be joined in the arbitration proceeding if the Engineer's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
24. WAIVER
No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
25. COMPLETE AGREEMENT
This Agreement represents the entire and integrated agreement between the City and the Engineer in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and the Engineer accept and agree to these terms.
26. SEVERABILITY
All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
27. AMBIGUITIES
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
28. AUTHORITY
The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

[Signatures on the Following Page]

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 October, 2024, the date of execution by the City Manager of the City of Friendswood.

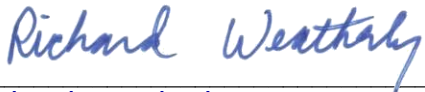
City:

CITY OF FRIENDSWOOD, TEXAS

Engineer:

FREESE AND NICHOLS, INC.

MORAD KABIRI, City Manager


Richard Weatherly, P.E., Vice President

DATE: _____

DATE: 10-3-24

ATTEST:

LETICIA BRYSCH, City Secretary

ATTEST:


_____, ~~Secretary~~
Ishita Rahman, P.E., Associate

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

1. **GENERAL**

In developing the Project for the City, the Engineer will work closely with the City's Engineering, Public Works, and Community Development staff, as well as other departments within the City. Major elements of this Project include:

- Construction and calibration of a wastewater system hydraulic model,
- Conducting a risk-based assessment and consolidation analysis of the City's lift stations,
- Development of a wastewater system capital improvements plan (CIP), and Training for in-house staff to run the hydraulic wastewater model.

The Project's Basic Services are summarized as follows:

Task		Description
BASIC SERVICES		
1		Project Management and Meetings
2		Field Survey of Lift Stations and Manholes
3		Build Wastewater System Hydraulic Model
4		Conduct City-Wide Wastewater Flow Monitoring and I/I Analysis
5		Calibrate Wastewater System Hydraulic Model
6		Land Use and Wastewater Flow Projections
7		Existing and Future Wastewater System Capacity Analyses
8		Lift Station Risk Based Assessment and Consolidation Analysis
9		Wastewater System CIP and Master Plan Report
10		Hydraulic Model Deliverable and Model Training

Scoping Assumption

The hydraulic modeling for this project will be conducted in the InfoWorks ICM software by Autodesk

2. **BASIC SERVICES**

The Engineer shall render the following professional services to the City in connection with the development of the Project, described as: Wastewater Master Plan.

Terminology Note: The industry utilizes multiple terms to denote excess rainfall or storm water in sanitary sewer collection systems. These terms include inflow and infiltration (I&I) or (I/I), and rainfall derived inflow and infiltration (RDII). In this scope of work, we are utilizing the term 'I/I.'

Task 1: Project Management and Meetings

a. *Project Kickoff Meeting*

The Engineer will conduct a project kickoff meeting with City staff to review project scope, goals, team members and schedule. The Engineer will provide the City with a data request memorandum identifying data needs for the Project. The kickoff meeting will include discussion of the following:

- Methodology and approach for the Wastewater Master Plan

- Project schedule and project coordination plan
 - Information and data needs from the City
- b. *Initial Data Collection and Review*
The Engineer will utilize the data provided during the 2023 Water and Wastewater Impact Fee Update Project and will develop a data request for additional information needed. The Engineer will coordinate with and compile information from the City, including GIS/CAD files, as-built drawings, utility meter billing data, wastewater facility discharge monitoring report (DMR) data, SCADA and other operational data, facility information including lift station pump curves, and updates to known or anticipated residential, commercial, or industrial developments.
- c. *Project Meetings and Status Updates*
The Engineer will conduct up to eight (8) project meetings with City staff. The agenda for these meetings will include discussion on project progress and update on analysis and findings related to Tasks 2 – 9.

Throughout the project, monthly status updates will be submitted that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which will require input from or discussion with the City.

Task 2: Field Survey of Lift Stations and Manholes

The field survey of lift stations and manholes assumes the following:

- City staff to provide access to lift stations and assist with locating and accessing manholes,
- City to pump down lift stations as needed to facilitate survey activities, and
- City to provide traffic control when applicable.

The following summarizes the not to exceed quantities of the City's wastewater collection system assets that are planned to be surveyed as part of this Project. The Engineer will coordinate with the City to select the wastewater system assets to be surveyed.

City Asset	No. of Assets To Be Surveyed
Total Number of Lift Station Surveys (Not to Exceed)	42
Total Number of Manhole Surveys (Not to Exceed)	250

- a. *Conduct Gap Analysis and Identify Assets for Field Survey*
The Engineer will evaluate the available wastewater GIS, as built data, construction drawings, existing model file(s), CAD files, lift station facility dimensions, and pump curve and force main information. The Engineer will determine what additional data is needed to develop the hydraulic model network, including gravity line inverts, lift station facility and pump information, and other information to properly define special hydraulic structures such as split flow manholes, weirs, junction boxes, and any interconnections between parallel lines. The Engineer will coordinate with City operations staff on needed information.

Based on the gap analysis, the Engineer will identify the number and location of assets to be surveyed. Manholes directly upstream of lift stations will be prioritized to support the lift station consolidation analysis (Task 8). Additional manholes throughout the collection system will be selected to fill in gaps in the collection system connectivity for the hydraulic modeling (Task 3).

The Engineer will prepare field mapping showing the locations of the City's 42 lift stations and the proposed manholes to be surveyed. The Engineer will share the location map with the City for review and address City's comments.

b. *Conduct Field Survey of Lift Stations*

The Engineer will coordinate with City staff to conduct field surveys of all 42 of the City's lift stations. The purpose of the lift station surveys is to develop a lift station inventory and support the lift station consolidation analysis (Task 8). The surveys will include N.E.Z. values to an accuracy of +/- 0.15' at the time of survey, as well as the following information:

- Survey of the lid or top of lift station,
- Inverts of all influent gravity lines,
- Invert top of all force main pipes leaving the lift station,
- Elevation of bottom of wet well,
- Diameter of circular wet wells and full interior dimensions of rectangular wells, and
- General site picture.

After completion of the survey, the Engineer will develop a survey results table and shapefile for documentation and delivery to the City.

c. *Conduct Field Survey of Manholes*

The Engineer will identify up to 250 manholes in the collection system for survey and prepare field mapping showing each identified manhole with its unique GIS ID. The purpose of the manhole surveys will be to fill in gaps in the collection system connectivity for the hydraulic modeling (Task 3) and gather invert information at strategic locations in the collection system to support the lift station consolidation analysis (Task 8). The data collected at each surveyed manhole will include:

- N.E.Z. values of manhole rims to an accuracy of +/- 0.15' at the time of survey,
- Measurement of invert from top of rim to flow line of all pipe penetrations,
- Recorded direction of all inflow and outflow pipelines, and
- General site picture, view looking into open manhole, and photos of all pipe inverts.

After completion of the survey, the Engineer will develop a survey results table and shapefile for documentation and delivery to the City.

Task 3: Build Wastewater System Hydraulic Model

a. *Develop Wastewater Model*

The Engineer will utilize the City's latest wastewater collection system GIS network to develop a hydraulic wastewater model in the Innowyze InfoWorks ICM© software by Autodesk. Wastewater system facility information will be incorporated into the model based on as-built drawings, the results of the lift station and manhole field survey (Task 2), operational data provided by the City, and other available information.

Modeled Network

The hydraulic model will be 'pruned' (smaller gravity lines removed) to include 10-inch and larger gravity lines and critical 8-inch gravity lines. The hydraulic model will not include wastewater service lines to buildings (laterals). Additional storage compensation will be calculated at manholes where 8-inch and smaller gravity lines are removed from the hydraulic model.

The Engineer will delineate subcatchments within the hydraulic wastewater model based on the lift station service areas, flow meter basins, and model network.

b. *Develop Lift Station Schematic and Inventory*

Lift station, pump, and force main information provided by the City and collected during the field survey (Task 2) will be input in the hydraulic model. The Engineer will review available as-built and construction drawings, field survey data, and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial pump controls for the model. The Engineer will create a lift station hierarchy schematic detailing relative lift station locations, upstream and downstream lift stations, and firm pumping capacities. An inventory of the City's lift stations will be developed, including available firm pumping capacities, wet well dimensions, and diameters of force mains and incoming gravity lines.

Modeled Lift Stations

The Engineer will work with the City to identify key lift stations to be included in the hydraulic model. Additional lift stations may be included in the hydraulic model at the Engineer's discretion and will be evaluated on a case-by-case basis.

c. *Delineate Lift Station Service Area*

The Engineer will delineate lift station service areas based on the City's latest GIS data and a review of available as-built plans, field survey data, and the City's institutional knowledge. The Engineer will prepare mapping of the lift station service areas and will deliver a lift station service area shapefile to the City.

Task 4: Conduct City-Wide Wastewater Flow Monitoring And I/I Analysis

a. *Identify Flow Meter Locations and Delineate Flow Meter Basins*

The Engineer will identify draft locations for 25 flow meters in Friendswood's wastewater collection system. The proposed locations will be discussed with City staff and adjusted as necessary to capture any areas of concern such as high I/I, shallow lines, or other operational challenges. The Engineer will delineate flow meter basins at a parcel level and produce mapping of the resulting basins.

The Engineer will conduct field inspections of the selected flow meter locations to confirm suitability for flow monitoring. Items to be investigated include accessibility, hydraulic

conditions, and debris depth. The Engineer will notify City staff of any sites that require cleaning prior to flow monitoring.

Note: Any required cleaning prior to flow meter installation will be the responsibility of the City.

b. *Conduct Flow Monitoring and Rainfall Data Collection*

The Engineer will install 25 depth, velocity, and flow meters in gravity lines throughout the City. Flow meters shall be calibrated prior to installation and maintained as needed during the field monitoring period. The Engineer will also install five (5) temporary rain gauges to obtain rainfall event intensity and duration information. Rain gauges shall be calibrated prior to installation. The flow meters and rainfall gauges will be left in the collection system for sixty (60) consecutive days.

c. *Flow Meter Data Analysis and Basin Inflow and Infiltration (I/I) Ranking*

The Engineer will evaluate the flow and rainfall data and develop hydrographs and flow depth plots for each flow meter site and will include the observed rainfall intensities. Dashboards including these plots will be presented to and shared with the City staff.

The discrete I/I within each of the flow meter basins will be calculated, and the basins will be ranked according to I/I. Citywide GIS mapping will be created to show the I/I results by flow meter basin.

Task 5: Calibrate Wastewater System Hydraulic Model

a. *Allocate Existing Wastewater Flows*

The Engineer will utilize data from the City's water billing system database to geocode metered water consumption based on meter address. The Engineer will utilize wastewater effluent flow data, and geocoded water meter information to allocate existing wastewater flows throughout the City. The existing wastewater flows allocated will be updated during the dry weather calibration using the observed flow monitoring data.

b. *Dry Weather Calibration*

The Engineer will select a dry weather period from the field collected flow monitoring data during which to perform an extended period simulation (EPS) dry weather calibration. The flow distribution in the model will be adjusted as necessary to match the field collected flow data to within industry standard tolerances for the dry weather period. The Engineer will also utilize the flow meter data (Task 4) to develop and input weekday and weekend diurnal patterns for each flow meter basin in the model. These diurnal patterns will represent the measured daily fluctuation in dry weather wastewater flows in Friendswood's collection system. The Engineer will prepare calibration plots overlaying the modeled dry weather flows vs. the field collected flow data at each flow meter location.

c. *Wet Weather Calibration*

The Engineer will review field collected flow meter and rain gauge data and select a wet weather calibration storm event. The recorded storm hyetograph will be applied to the hydraulic model to perform a dynamic wet weather calibration. The Engineer will utilize and adjust hydrologic parameters in the model so that the peak wet weather flows generated in the model closely match the observed flows. Lift station pumping and wet well levels will be compared against available SCADA and/or flow monitoring data to verify wet weather lift station operations in the hydraulic model. The Engineer will prepare calibration plots

overlying the modeled wet weather flows vs. the field collected flow data at each flow monitoring location.

Task 6: Land Use And Wastewater Flow Projections

- a. *Update Land Use Projections*
The Engineer will develop population, commercial acreage, and land use projections for the 5-year, 10-year, and buildout planning periods. This task will build on the land use assumptions developed during the 2023 Water and Wastewater Impact Fee Update study and updated utilizing the latest information from the City's Engineering and Community Development departments.
- b. *Develop Future Planning Criteria for Wastewater Flow Projections*
The Engineer will utilize available information, including historical WWTP effluent flow information, historical population and commercial acreage, water production and usage information, and data collected during flow monitoring to develop future wastewater planning criteria for this Project. This information will be reviewed in conjunction with previous studies, including the 2023 Wastewater Hydraulic Modeling Study for Future Developments Report to develop the future wastewater flow planning criteria.
- c. *Develop Wastewater Flow Projections for 5-Year, 10-Year & Buildout Planning Periods*
The Engineer will utilize the growth projections developed as part of Task 6.a and planning criteria developed as part of Task 6.b to calculate projected future wastewater flows for the 5-year, 10-year, and buildout planning periods. The Engineer will develop charts to present this information in graphical form to the City.

Task 7: Existing And Future Wastewater System Capacity Analyses

- a. *Design Storm Development*
The Engineer will develop a design storm hyetograph based on an assessment of historical storms in Friendswood and the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 database.
- b. *Existing Wastewater System Analysis*
The Engineer will run the calibrated wastewater model with the selected design storm hyetograph to identify locations where the model is predicting surcharging, overflows, and/or capacity restrictions within the collection system with existing wastewater loads. The existing system analysis will include the impacts of lift stations on the existing wastewater system hydraulics under peak wet weather flow conditions. Mapping will be prepared showing the locations of modeled surcharging and overflows. Each occurrence of modeled wastewater line surcharging will be categorized as due to a downstream restriction or a localized pipeline capacity deficiency.
- c. *Future Wastewater System Analyses*
The Engineer will create future model scenarios for the 5-year, 10-year, and buildout planning periods. The projected flows for each planning period will be allocated to the subcatchments for the respective scenarios in the hydraulic model.

Each future scenario will be evaluated under peak wet weather conditions utilizing the selected design storm. Mapping will be prepared showing the locations of all model-projected surcharging and overflows. Each occurrence of modeled wastewater line surcharging will be categorized as due to a downstream restriction or a localized pipeline capacity deficiency.

- d. *Evaluate Wastewater Flow at the WWTP*
The Engineer will develop graphics that show the existing and projected wastewater flows compared to Friendswood's capacity of the Blackhawk WWTP.

Task 8: Lift Station Risk-Based Assessment And Consolidation Analysis

The Engineer will conduct a risk-based assessment (RBA) of the City's existing lift stations in the collection system. The purpose of the risk-based assessment is to produce a more thorough lift station inventory and prioritize the rehabilitation of the highest risk lift stations based on condition and criticality criteria.

The Engineer will meet with City staff, including representative(s) from lift station operations to discuss considerations for a draft scoring system for condition of lift station components and criticality of lift stations. Draft categories and weighting of each category will be discussed. City staff input will be solicited and utilized in the lift station risk-based assessment task.

- a. *Develop Criteria and Scoring System for Risk-Based Assessment*
In consultation with City staff, the Engineer will develop a scoring system for the condition of lift station components and criticality of lift stations.
- b. *Lift Station Site Visits and Condition Scoring*
An assessment team comprised of the Engineer staff and City personnel will visit the City's 42 lift stations to assess the condition of the lift station components. The Engineer will compile a data sheet for each lift station documenting the condition of each component in the evaluation. The on-site assessment team will include:
- Wastewater master plan project manager/hydraulics lead (the Engineer)
 - Lift station design engineer (the Engineer)
 - Electrical engineer (the Engineer)
 - City lift station operator
 - City Engineering, Public Works, or other staff (optional)

The site visits are for observing the condition only and do not include detailed testing of equipment. The on-site assessment does not include diving or entry of any structures.

- c. *Lift Station Criticality Scoring*
The Engineer will complete a desktop evaluation utilizing GIS tools and the hydraulic wastewater model to assign criticality scores to each lift station parameter. City staff input will also be considered. Criticality parameters may include population or connections served, proximity to high impact areas, and proximity to environmentally sensitive areas.
- d. *Lift Station Risk Score Development*
The Engineer will utilize the condition and criticality scores to develop risk ratings for each evaluated lift station. The resulting risk ratings, along with the results of the hydraulic modeling, will be used to prioritize lift station renewal projects for the highest risk lift stations that do not need to be upsized due to capacity.

e. *Lift Station Consolidation Analysis*

The Engineer will utilize the results of the manhole survey (Task 2) and the wastewater system analyses (Task 7) to assess opportunities for lift station consolidation and regionalization within Friendswood's collection system. Lift stations identified for consolidation will be mapped, along with consolidation infrastructure recommendations such as gravity lines or regional lift stations, and the recommendations will be programmed into the City's CIP (Task 10) along with opinions of probable construction cost (OPCCs).

Task 9: Wastewater System Capital Improvements Plan And Master Plan Report

This task will utilize the results of the flow monitoring, field survey, hydraulic modeling, flow projections, lift station risk-based assessment, and lift station consolidation analyses to develop capacity, renewal, and SSES CIP recommendations.

Costs for each proposed project will be developed in fiscal year 2025 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. The Engineer will also prepare a one-page summary for each project, including a description, project map with planning level location/alignment, OPCC, proposed in-service date, and justification.

a. *Develop Draft Capacity Capital Improvements Plan (CIP)*

The results of the hydraulic modeling will be utilized to develop capacity-based project recommendations for each planning period with the goals of eliminating excessive surcharging and overflows in the collection system resulting from existing inflow and infiltration and increased wastewater flows from projected future development.

b. *Develop Draft Renewal CIP*

The results of the lift station risk-based assessment will be utilized to develop rehabilitation projects for poor condition or high-risk lift stations that do not require additional capacity based on the hydraulic modeling analyses.

c. *Develop Programmatic SSES Recommendations*

The Engineer will utilize the results of the flow monitoring and I/I analysis to develop programmatic SSES recommendations with the goal of reducing I/I in the collection system. The programmatic SSES recommendations will include a prioritized list of basins recommended for future field inspection effort.

The programmatic SSES recommendations will include planning level budgetary costs for future field inspection activities, which could include additional flow monitoring, manhole inspections, CCTV, smoke testing, and dye water flood testing. GIS mapping will be developed to outline the proposed SSES program. The Engineer will work with the City to identify a budgetary allotment for future construction of rehabilitation projects.

Note: Identification of gravity line and manhole rehabilitation projects are not included as part of this project. The programmatic SSES recommendations will include a budgetary allotment for developing gravity line and manhole rehabilitation projects based on field condition assessments.

d. *Prepare Draft Wastewater Master Plan Report*

The Engineer will prepare a draft wastewater master plan report summarizing field survey efforts, growth and wastewater flow projections, model development and calibration, existing and future system analyses, risk-based assessments, and CIP recommendations

with planning level costs. The Engineer will deliver one (1) electronic PDF file of the draft report to the City within 390 days from the City's issuance of notice to proceed. City comments will be solicited and addressed.

e. *Prepare Final Wastewater Master Plan Report*

The Engineer will incorporate the City's comments and prepare the final wastewater master plan report. The Engineer will deliver one (1) electronic PDF file and five (5) hard copies of the final wastewater master plan report to the City within 30 days of receiving final comments on the draft report from the City.

f. *City Council Presentation*

The Engineer will prepare one presentation for the City Council on the results of the Wastewater Master Plan.

Task 10: Hydraulic Model Deliverable And Model Training

a. *Prepare Hydraulic Model Deliverable and Model Training*

The Engineer will package the City's calibrated hydraulic model and submit to the City along with supporting digital files.

Model Training Content

The Engineer will develop model training materials that will include:

- The set-up and structure of the wastewater model,
- Updating the collection system network and wastewater flows to reflect capital improvements or proposed developments,
- Running the design storm analysis scenario, and
- Viewing and interpreting model results.

The Engineer will submit a proposed model training agenda to the City in advance of the model training workshop for review and comment.

Model Training Structure

The Engineer will conduct a half-day model training workshop on-site at the City of Friendswood offices utilizing the City's hydraulic wastewater model.

Subsequent to the on-site training, the Engineer will be available for up to two (2) virtual training sessions to answer questions from City staff. These virtual sessions will be conducted via Microsoft Teams and will each be up to 2 hours in length.

Summary of Deliverables & Council Presentation

- Draft Wastewater Master Plan Report
- Final Wastewater Master Plan Report
- Wastewater Master Plan Presentation to City Council

Summary of Meetings

- Project Kickoff Meeting
- Up to 8 Project Meetings
- 1 Model Training Workshop
- Up to 2 Virtual Model Training Sessions Schedule Considerations

3. ADDITIONAL SERVICES

The Engineer will perform additional services, if any, at a price agreed upon by the parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Engineer unless such additional services have been approved in writing prior to the performance of the same.

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: October 7, 2024

Date submitted: 07/05/2024

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

Subject: Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement with the Houston-Galveston Area Council for a transportation project regarding intersection improvements at FM 518 and FM 528.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item ratifies the City Manager's signature and authorizes a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding intersection improvements at FM 518 and FM 528 with Houston-Galveston Area Council (H-GAC) in the amount of \$484,617, with the City's contribution being \$48,462.

The project's scope of work is to replace a single left turn lane with dual left turn lanes at the intersection of FM 518 and FM 528. The funding of the agreement is as follows:

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$484,617			\$484,617	\$96,924
City of Friendswood		\$48,462	\$48,462		
Total	\$484,617	\$48,462	\$48,462	\$484,617	\$96,924

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2024 07 08 Interlocal Agreement HGAC - FM 518 and FM 528

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12556

INTERLOCAL AGREEMENT REGIONAL STRATEGIC TRANSPORTATION FUND

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Friendswood, (the Local Government Authority) having its principal place of business at 910 S. Friendswood Dr, Friendswood, TX 77546. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission operating under Chapter 391 Texas Local Government Code;

WHEREAS, H-GAC, in partnership with the Texas Department of Transportation (TxDOT) and other regional stakeholders, is planning to conduct a Corridor Study, a Mobility Study, or a Throughfare Plan, as detailed further in the attached Scope of Work document and included as Attachment A herein;

WHEREAS, the Local Government Authority has agreed to participate in the study or plan as detailed in the attached Scope of Work document,

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and the Local Government Authority are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and the Local Government Authority are authorized to contract together for H-GAC to perform certain services for the Local Government Authority.

NOW, THEREFORE, H-GAC and the Local Government Authority do hereby agree as follows:

Article 1: Legal Authority

Both Parties mutually agree that they each possess adequate legal authority to enter into this Agreement. The Local Government Authority warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect the Local Government Authority's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant,

Article 2: Applicable Laws

H-GAC and the City of Friendswood agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

Article 3: Performance Period

This Agreement shall be performed during the period which begins Apr 16 2024 and ends Aug 31 2025. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Article 4: Whole Agreement

This Interlocal Agreement and attachments, as provided herein, constitute the complete Agreement between the Parties hereto, and supersedes any and all oral and written agreements between the Parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the Parties.

Article 5: Independent Parties

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Local Government Entity. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Local Government Entity the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government, or vice versa.

Article 6: Party Liability

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenants and agree, to the extent permitted by law, that each shall be solely responsible for, and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement.

Article 7: Scope of Services

The work to be performed by the H-GAC and City of Friendswood is detailed further in the Scope of Work, Attachment A, included herein with this Agreement.

Article 8: Payment

If applicable, the Local Partner agrees to provide a contribution of \$48,462.00. This will be known as the "Total Local Match/Contribution." If applicable, a Local Contribution will be made to the Regional Strategic Transportation Fund in an amount equal to 50% of the Total Local Match/Contribution, and the Local Partner will provide documentation that 50% of the Total Local Match/Contribution in Local Partner freed up funds was committed to transportation activities within the jurisdiction. Additional details regarding the exact amount of the funding committed, if applicable, can be found in the attached Budget document to this Agreement. As per the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available.

Article 9: Retention of Records

The City of Friendswood and H-GAC shall maintain all records pertinent to this Agreement, and all other financial, programmatic, statistical, property, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

Article 10: Audit

Notwithstanding any other audit requirement, H-GAC and City of Friendswood agree that expenditures of cumulative state or federal funds exceeding seven-hundred fifty thousand dollars (\$750,000.00) in a fiscal year shall be subjected to audit in compliance with 2 CFR 200.

Article 11: Amendments

Any changes in the Agreement provisions or obligations of the parties hereto shall be enacted by written amendment and executed by both parties.

Article 12: Termination Procedures

The H-GAC and City of Friendswood acknowledge that this Agreement may be terminated for Convenience or Default.

A. Convenience

Either Party may terminate this Agreement at any time, in whole or in part, with or without cause, whenever the Parties determines that for any reason such termination is in the best interest, and by providing written notice by certified mail to the other Party. Upon receipt of notice of termination, all services hereunder shall cease to the extent specified in the notice of termination.

Either Party may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to the other Party via certified mail. Neither Party may give notice of cancellation after it has received notice of default from the other Party.

B. Default

In the event of default, this Agreement may be terminated for the following scenarios:

- (1) If the performing Party fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the performing Party fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances the performing Party does not cure such failure within a period of ten (10) business days (or such longer period of time as may be authorized and agreed upon by the Parties in writing) after receiving written notice by certified mail of default.

Article 13: Severability

The Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14: Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended

until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact to performance of this Agreement.

Article 15: Ownership of Material

Except as may be specified in the Special Provisions (if applicable) and Scope of Work, all data, reports, research, etc., developed by the performing Party as a part of its work under this Agreement, shall be shared with the other Party upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished by the performing Party at no charge and upon request and in the format specified.

Article 16: Subcontracting

If City of Friendswood uses subcontractors, City of Friendswood shall apply the terms and conditions indicated in this Agreement and the Scope of Work to any subcontracted work. City of Friendswood shall at all times be responsible for the performance of its subcontractors. No term or agreement of City of Friendswood agreement with any Subcontractor shall alter the terms and conditions of this Agreement. City of Friendswood remain responsible for the work of its subcontractors.

Article 17: Federal Compliance

Local Government Entity agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Local Government Entity shall notify each potential subcontractor or supplier of the Local Government Entity's federal compliance obligations. These may include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 18: Texas Public Information Act

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code, §§ 552.001 *et seq.*, as amended (the "Act"). Since both Parties are subject to the Act, each shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other. In the event a Party to this Agreement receives a written request for information pursuant to the Act that affects one rights, title to, or interest in any information or data or a part thereof under this Agreement, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Party receiving the request solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Article 19: Universal Identifier and System for Award Management (SAM)

The Local Government Entity agrees to comply with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. The Local Government Authority understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Article 20: Procurement of Recovered Materials

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Local Government Authority must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42

U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Article 21: Definitions

Unless otherwise stated in this Agreement, words which have well-known technical, or industry meanings are used in accordance with such recognized meaning.

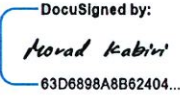
Article 22: Choice of Law - Venue

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

Signatures

This Agreement, in duplicate originals, has been executed by the Parties hereto as follows:

City of Friendswood

Signature  63D6898A8B62404...
Name Morad Kabiri
Title City Manager
Date 7/8/2024

H-GAC

Signature  62EC270D5D81423...
Name Chuck Wemple
Title Executive Director
Date 7/8/2024

ATTACHMENT A

Scope of Work

City of Friendswood

FM518 at FM 528 Intersection (Phase I) - This scope of work is regarding replacement of a single left turn lane with dual left turn lanes at the intersection of FM 518 and FM 528 (MPO ID: 19060 and CSJ: 0976-03-120).

The following table documents the exchange of funds and transportation development credits.

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$484,617			\$484,617	\$96,924
City of Friendswood		\$48,462	\$48,462		
Total	\$484,617	\$48,462	\$48,462	\$484,617	\$96,924

Certificate Of Completion

Envelope Id: 146C8E48729F4FC5966469C8C11711F0
Subject: Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12556
Source Envelope:
Document Pages: 8
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027
contracts@h-gac.com
IP Address: 12.11.127.21

Record Tracking

Status: Original 7/1/2024 3:32:50 PM	Holder: Houston-Galveston Area Council contracts@h-gac.com	Location: DocuSign
---	---	--------------------

Signer Events

Morad Kabiri
mkabiri@friendswood.com
City Manager
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

63D6893A8B62404...

Signature Adoption: Pre-selected Style
Using IP Address: 72.20.135.226

Timestamp

Sent: 7/1/2024 3:33:17 PM
Viewed: 7/2/2024 6:50:16 AM
Signed: 7/8/2024 2:36:26 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Charles Wemple
charles.wemple@h-gac.com
Executive Director
Houston-Galveston Area Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

82EC270D5D61423...

Signature Adoption: Uploaded Signature Image
Using IP Address: 75.6.5.195
Signed using mobile

Sent: 7/8/2024 2:36:28 AM
Viewed: 7/8/2024 8:32:39 AM
Signed: 7/8/2024 8:33:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jildardo Arias jarias@friendswood.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/1/2024 3:33:17 PM Viewed: 7/1/2024 7:32:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2024 3:33:17 PM
Certified Delivered	Security Checked	7/8/2024 8:32:39 AM
Signing Complete	Security Checked	7/8/2024 8:33:23 AM
Completed	Security Checked	7/8/2024 8:33:23 AM
Payment Events	Status	Timestamps

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: October 7, 2024

Date submitted: 09/16/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding intersection improvements at FM 528 at West Bay Area Blvd. with Houston-Galveston Area Council.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item ratifies the City Manager's signature and authorizes a Regional Strategic Transportation Fund Interlocal Agreement, ID No. 12847, for a transportation project related to intersection improvements at FM 528 and West Bay Area Boulevard with Houston-Galveston Area Council (H-GAC) in the amount of \$1,235,700, with the City's contribution being \$123,570.

The scope of work for the project is regarding the construction of a new left turn lane at the intersection of FM 528 and Bay Area Boulevard. The funding of the agreement is as follows:

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$1,235,700			\$1,235,700	\$247,140
City of Friendswood		\$123,570	\$123,570		
Total	\$1,235,700	\$123,570	\$123,570	\$1,235,700	\$135,609

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. HGAC Transportation Fund Interlocal Agreement - Left Turn Signal at FM528 & Bay Area Blvd

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12847

INTERLOCAL AGREEMENT REGIONAL STRATEGIC TRANSPORTATION FUND

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Friendswood, (the Local Government Authority) having its principal place of business at 910 S. Friendswood Dr, Friendswood, TX 77546. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission operating under Chapter 391 Texas Local Government Code;

WHEREAS, H-GAC, in partnership with the Texas Department of Transportation (TxDOT) and other regional stakeholders, is planning to conduct a transportation project or study, as detailed further in the attached Scope of Work document and included as Attachment A herein;

WHEREAS, the Local Government Authority has agreed to participate in the project or study as detailed in the attached Scope of Work document,

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and the Local Government Authority are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and the Local Government Authority are authorized to contract together for H-GAC to perform certain services for the Local Government Authority.

NOW, THEREFORE, H-GAC and the Local Government Authority do hereby agree as follows:

Article 1: Legal Authority

Both Parties mutually agree that they each possess adequate legal authority to enter into this Agreement. The Local Government Authority warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect the Local Government Authority's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant,

Article 2: Applicable Laws

H-GAC and the City of Friendswood agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

Article 3: Performance Period

This Agreement shall be executed during the period which begins 06/18/24 and ends 08/31/25. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Article 4: Whole Agreement

This Interlocal Agreement and attachments, as provided herein, constitute the complete Agreement between the Parties hereto, and supersedes any and all oral and written agreements between the Parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the Parties.

Article 5: Independent Parties

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Local Government Entity. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Local Government Entity the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government, or vice versa.

Article 6: Party Liability

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenants and agree, to the extent permitted by law, that each shall be solely responsible for, and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement.

Article 7: Scope of Services

The work to be performed by the H-GAC and City of Friendswood is detailed further in the Scope of Work, Attachment A, included herein with this Agreement.

Article 8: Payment

The Local Partner agrees to provide a contribution, as detailed in the Budget document of this Agreement. This will be known as the "Total Local Match/Contribution." If applicable, a Local Contribution will be made to the Regional Strategic Transportation Fund in an amount equal to 50% of the Total Local Match/Contribution, and the Local Partner will provide documentation that 50% of the Total Local Match/Contribution in Local Partner freed up funds was committed to transportation activities within the jurisdiction. Additional details regarding the exact amount of the funding committed, if applicable, can be found in the attached Budget document to this Agreement. As per the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available.

Article 9: Retention of Records

The City of Friendswood and H-GAC shall maintain all records pertinent to this Agreement, and all other financial, programmatic, statistical, property, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

Article 10: Audit

Notwithstanding any other audit requirement, H-GAC and City of Friendswood agree that expenditures of cumulative state or federal funds that meet or exceed the thresholds set in 2 CFR 200 shall be subjected to audit.

Article 11: Amendments

Any changes in the Agreement provisions or obligations of the parties hereto shall be enacted by written amendment and executed by both parties.

Article 12: Termination Procedures

The H-GAC and City of Friendswood acknowledge that this Agreement may be terminated for Convenience or Default.

A. Convenience

Either Party may terminate this Agreement at any time, in whole or in part, with or without cause, whenever the Parties determines that for any reason such termination is in the best interest, and by providing written notice by certified mail to the other Party. Upon receipt of notice of termination, all services hereunder shall cease to the extent specified in the notice of termination.

Either Party may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to the other Party via certified mail. Neither Party may give notice of cancellation after it has received notice of default from the other Party.

B. Default

In the event of default, this Agreement may be terminated for the following scenarios:

- (1) If the performing Party fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the performing Party fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances the performing Party does not cure such failure within a period of ten (10) business days (or such longer period of time as may be authorized and agreed upon by the Parties in writing) after receiving written notice by certified mail of default.

Article 13: Severability

The Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14: Contract Closeout Procedure

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements, process the final payment to close out the project, and complete the project audit (if applicable). Local Government Entity should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

Article 15: Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact to performance of this Agreement.

Article 16: Ownership of Material

Except as may be specified in the Special Provisions (if applicable) and Scope of Work, all data, reports, research, etc., developed by the performing Party as a part of its work under this Agreement, shall be shared with the other Party upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished by the performing Party at no charge and upon request and in the format specified.

Article 17: Subcontracting

If City of Friendswood uses subcontractors, City of Friendswood shall apply the terms and conditions indicated in this Agreement and the Scope of Work to any subcontracted work. City of Friendswood shall at all times be responsible for the performance of its subcontractors. No term or agreement of City of Friendswood agreement with any Subcontractor shall alter the terms and conditions of this Agreement. City of Friendswood remain responsible for the work of its subcontractors.

Article 18: Federal Compliance

Local Government Entity agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Local Government Entity shall notify each potential subcontractor or supplier of the Local Government Entity's federal compliance obligations. These may include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set

forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 19: Texas Public Information Act

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code, §§ 552.001 *et seq.*, as amended (the "Act"). Since both Parties are subject to the Act, each shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other. In the event a Party to this Agreement receives a written request for information pursuant to the Act that affects one right, title to, or interest in any information or data or a part thereof under this Agreement, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Party receiving the request solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Article 20: Universal Identifier and System for Award Management (SAM)

The Local Government Entity agrees to comply with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. The Local Government Authority understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Article 21: Procurement of Recovered Materials

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Local Government Authority must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management

services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Article 22: Definitions

Unless otherwise stated in this Agreement, words which have well-known technical, or industry meanings are used in accordance with such recognized meaning.

Article 23: Choice of Law - Venue

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

Signatures

This Agreement, in duplicate originals, has been executed by the Parties hereto as follows:

City of Friendswood

Signed by:
Signature *Morad Kabiri*
63D6898A8B62404...

Name Morad Kabiri

Title City Manager

Date 9/11/2024

H-GAC

DocuSigned by:
Signature *Chuck Wemple*
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/16/2024

ATTACHMENT A

Scope of Work

City of Friendswood

FM 528 at Bay Area Blvd Intersection (Phase 1) - This scope of work is regarding construction of a new left turn lane at the intersection of FM 528 and Bay Area Blvd (MPO ID: 19062 and CSJ: 0981-01-122).

The following table documents the exchange of funds and transportation development credits.

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$1,235,700			\$1,235,700	\$247,140
City of Friendswood		\$123,570	\$123,570		
Total	\$1,235,700	\$123,570	\$123,570	\$1,235,700	\$135,609

Certificate Of Completion

Envelope Id: 5C23AA35CB9F468692CE662653BC4029

Status: Completed

Subject: Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12847

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Houston-Galveston Area Council

AutoNav: Enabled

3555 Timmons Lane, Suite 120

Envelopeld Stamping: Enabled

Houston, TX 77027

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@h-gac.com

IP Address: 12.11.127.21

Record Tracking

Status: Original

Holder: Houston-Galveston Area Council

Location: DocuSign

9/11/2024 2:34:21 PM

contracts@h-gac.com

Signer Events**Signature****Timestamp**

Morad Kabiri

mkabiri@friendswood.com

City Manager

Security Level: Email, Account Authentication
(None)Signed by:

63D6898A8B62404...

Sent: 9/11/2024 2:38:54 PM

Viewed: 9/11/2024 2:40:29 PM

Signed: 9/11/2024 2:41:17 PM

Signature Adoption: Pre-selected Style
Using IP Address: 72.20.135.226**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Charles Wemple

charles.wemple@h-gac.com

Executive Director

Houston-Galveston Area Council

Security Level: Email, Account Authentication
(None)DocuSigned by:

82EC270D5D61423...

Sent: 9/11/2024 2:41:19 PM

Viewed: 9/16/2024 7:44:22 AM

Signed: 9/16/2024 7:44:37 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 75.6.5.195
Signed using mobile**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jildardo Arias

jarias@friendswood.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 9/11/2024 2:38:53 PM

Viewed: 9/11/2024 11:34:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events**Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/11/2024 2:38:53 PM

Certified Delivered

Security Checked

9/16/2024 7:44:22 AM

Signing Complete

Security Checked

9/16/2024 7:44:37 AM

Completed

Security Checked

9/16/2024 7:44:37 AM

Payment Events**Status****Timestamps**

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: October 7, 2024

Date submitted: 07/31/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing (i) Kaye Corey, (ii) Kelly Browning (iii) Betty Moreno, (iv) Paula Matranga, (v) Brandee Fernandez, and (vi) Mary Wise to the Keep Friendswood Beautiful Committee for three-year terms beginning November 1, 2024, and ending on October 31, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Keep Friendswood Beautiful Committee (the "Committee") is composed of fifteen members, who are:

- (i) residents of the city or
- (ii) business owners that pay ad valorem taxes to the city, and
- (iii) who are appointed by at least four members of the City Council for staggered three-year terms commencing on November 1st.

The Committee has the following powers and duties:

1. To engage in activities to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image;
2. To direct and coordinate management and planning of beautification projects and education of the community;
3. To recommend budget and project priorities to the City Council;
4. To seek grants for funding opportunities subject to prior approval of the city council or city manager in accordance with section 2-24 of the Friendswood City Code;
5. To suggest ways to conserve and protect natural resources;
6. To serve as the advisory committee to the city's storm water management plan;
7. To make recommendations to the City Council concerning fees in lieu of land dedication in order to obtain compliance with section XIII of appendix B of the Friendswood City Code;
8. To serve as the public art committee to assist in the administration of the city's public art/display policy; and
9. To perform other duties as may be delegated to it by the City Council.

This item reappoints (i) Kaye Corey, (ii) Kelly Browning (iii) Betty Moreno, (iv) Paula Matranga, (v) Brandee Fernandez, and (vi) Mary Wise to the Keep Friendswood Beautiful Committee for another three-year term beginning November 1, 2024, and ending on October 31, 2027.

In accordance with the term limits established in Section 2-23 of the Friendswood City Code, the terms to which these volunteers are appointed will be considered the first terms of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Browning, Kelly Volunteer Application 2021_Redacted
2. Corey, Kaye_Redacted
3. Fernandez, Brandee_Redacted
4. Matranga, Paula - Volunteer Application_Redacted
5. Moreno, Betty_Redacted
6. Wise, Mary_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: Kelly Browning HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Teacher at Friendswood High School

SPECIAL INTERESTS AND TALENTS: Podcasting, building sponsorships, teaching, speaking, public service

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

PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
X 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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

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)?

With the support of Friendswood local businesses, community partners, and volunteers I fundraised nearly \$18,000 to revitalize a park in Kingspark and Whitehall. It's a beautiful space.

Please list any civic or community endeavors in which you have been involved: Park project, Kingspark-Whitehall CIA Board Member for two years, teacher at Friendswood High School, former Director of Community Education, public servant and advocate for Friendswood.

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

02 Oct 2021
Date

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:

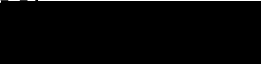
Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Jason Porterfield

ADDRESS: _____

PHONE:  _____

NAME: Natasha McAdoo

ADDRESS: _____

PHONE:  _____



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: Kave Coreu

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Gardening

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Keep Friendswood Beautiful

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 *Friends of*

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.

Community Appearance Board - Chairman

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)?

Texas Master Gardener
Landscape Design Consultant Certification
Galv. City Sr. Master Gardener Coordinator and Heritage & MG Leader.

Please list any civic or community endeavors in which you have been involved: _____

KFB Pollinator Garden
KFB Beautification Chairman
Rotary Menarch Waystation

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

2.9.20
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:

Community Appearance Board
Chairman

2000 - 2004 ?

PERSONAL REFERENCES:

Please list at least two references.

Mrs. Betty Springer

NAME: Betty Springer

ADDRESS: _____

PHONE: _____

Mrs. Bobbie Sander

NAME: Bobbie Sander

ADDRESS: _____

PHONE: _____

CC: M & CC

James Toney, P & R
Roger Roecker, CMO



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: BRANDEE J. FERNANDEZ

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: DIRECTOR : GLOBAL PROCUREMENT

SPECIAL INTERESTS AND TALENTS: LEADERSHIP, MENTORING, SOCIAL MEDIA FOR SMALL GROUPS, COMMUNICATION, SUPPLY CHAIN/ STRATEGY, NEGOTIATION

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 & 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.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 

SEX: F

FRIENDSWOOD RESIDENT FOR 2.5 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)?

MASTERS DEGREE IN BUSINESS, SUPPLY CHAIN CERTIFICATIONS THROUGH
FSM + APICS (CPIM + C.P.M).

Please list any civic or community endeavors in which you have been involved: _____

TROOP LEADER - GIRL SCOUTS OF SAN JACINTO.
LIGHTHOUSE CHARITY VOLUNTEER

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.

Brandi J. Hernandez
Signature of Applicant

9/25/2017
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. **N/A**

Name of Board, Committee or Commission:

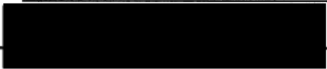
Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: **DANA MIROWSKI**

ADDRESS: _____

PHONE:  _____

NAME: **SALLY DAVILA**

ADDRESS: _____

PHONE:  _____

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Renee Kross](#); [Susan Ballard](#); [Coretta Edwards](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Tuesday, February 22, 2022 9:42:49 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Paula
Volunteer Last Name	Matranga
Home Address	
City	Friendswood
State	Texas
Zip Code	77546
Home Phone	
Work Phone	N/A
Cell Phone	
Email Address	
Occupation	Retired
Special Interests and Talents	Strong business background, detail oriented and proven team leader. Interested in gardening/plants, and supporting community and school-related activities.
Are you currently serving as a member of	No

any Friendswood governmental body?

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	Field not completed.
------------------------------	----------------------

Zoning Board of Adjustments & Appeals	Field not completed.
---------------------------------------	----------------------

Keep Friendswood Beautiful Committee	Primary
--------------------------------------	---------

Community & Economic Development Committee	Field not completed.
--	----------------------

Construction Board of Adjustments & Appeals	Field not completed.
---	----------------------

Investment Committee	Field not completed.
----------------------	----------------------

Friendswood Downtown Economic Development Corporation	Field not completed.
---	----------------------

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	Field not completed.
--------------------------------	----------------------

4th of July Volunteer	Field not completed.
-----------------------	----------------------

Senior Citizens Advisory Committee	Field not completed.
------------------------------------	----------------------

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Secondary
------------------------	-----------

Library Volunteer	Field not completed.
-------------------	----------------------

SPECIAL COMMITTEES AS CALLED	Field not completed.
------------------------------	----------------------

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	Field not completed.
--------------------------------	----------------------

Volunteer Fire Dept/EMS	Field not completed.
-------------------------	----------------------

Animal Shelter Advisory Committee	Field not completed.
-----------------------------------	----------------------

Charter Review (As Needed)	Field not completed.
----------------------------	----------------------

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening, Summer
Please use the space below for additional comments.	I recently retired. I now have time available to get involved with things I haven't been able to in the past. I would like to find volunteer activities that fit my interests and skill sets, and that contribute to the continued success of Friendswood.

(Section Break)

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

Date of Birth	
Sex	Female
How long have you been a Friendswood resident?	30
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 over 40 years of business experience, most of which was spent leading teams and spearheading special initiatives focused on continuous process improvement.
Please list any civic or community endeavors in which you have been involved	Animal rescue & advocacy; volunteer at Friendswood Animal Control for 10+ years.
Additional Information	<i>Field not completed.</i>
Acknowledgement #1	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.
Acknowledgement #2	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.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Paula E. Matranga
Date	2/22/2022

Thank you for taking the time to complete this application.

(Section Break)

**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	<i>Field not completed.</i>
--	-----------------------------

Dates of Service	Field not completed.
(Section Break)	
Personal Reference #1: First Name and Last Name	Trish Hanks
Address	
City	Friendswood
State	TX
Zip Code	77546
Phone	
Email Address	Field not completed.
(Section Break)	
Personal Reference #2: First Name and Last Name	Deborah Sasson
Address	
City	Friendswood
State	Tx
Zip Code	77546
Phone	
Email Address	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

CC: M & CC

Aubrey Harbin, CDD
James Toney, P & R
Mary Perroni, Library



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: Betty Moreno

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Retired RN (Registered Nurse)

SPECIAL INTERESTS AND TALENTS: Excellent typing/computer skills,
good interpersonal skills.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: N/A

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

Willing to volunteer in any capacity.

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 a retired nurse (from Texas Children's Hospital);
I enjoy volunteering at United Way as a volunteer
ESL Teacher and also I am an active volunteer
with the USO at Hobby Airport and Ellington
Field. I love being a volunteer because my
nursing career was being a "caregiver" and I
get a lot of satisfaction from helping others.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 

SEX: Fe

FRIENDSWOOD RESIDENT FOR 11 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)?

MSN (master of Science in Nursing Leadership & Management)

Please list any civic or community endeavors in which you have been involved: Volunteer with Bay Area United Way ESL Literacy Advance; USO Volunteer at Hobby Airport. Recently have become involved with Jane Long DAR (Pasadena)

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.

Betty C. Moreno

Signature of Applicant

4/21/18

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

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: Chivas Guynes

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Emedina Tasso

ADDRESS: Bay Area United Way of Greater Houston

PHONE: 281-282-6032 (work) 1300 Bay Area Blvd Bldg A
Houston, TX 77058

[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: Mary Wise

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: Teacher, Realtor, Mom

SPECIAL INTERESTS AND TALENTS: Outdoors, parks, volunteering, Basketball, volleyball, art, photography.

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: KFB - parks

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.

I love our city and our small town feel. I know this is only possible with all of the volunteers that give up so much time for our city! I have loved my time volunteering with the city and plan to continue as long as I live here ☺

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 34 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)?

Teaching license, Real estate license, many certificates in continuing education, volunteering, etc.

Please list any civic or community endeavors in which you have been involved: Teacher, volunteer w/ local sporting groups, young life, and more.

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.

Margaret D. Wise
Signature of Applicant

2.14.2020
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:

Parks & Rec. Board

?

Keep Friendswood Beautiful

?

PERSONAL REFERENCES:

Please list at least two references.

NAME: Denise Ruiz

ADDRESS: _____

PHONE: _____

NAME: Mandy Harris

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: October 7, 2024

Date submitted: 08/05/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider reappointing (i) Vickie Hefner, (ii) David O'Brien, and (iii) Carol Tomlinson to the Senior Citizens Advisory Committee for a three-year term beginning November 1, 2024, and ending on October 31, 2027, and appointing Martha Cotton to complete an unexpired term effective immediately and ending on October 31, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Senior Citizens Advisory Committee (the "Committee") is composed of nine members who are (i) residents of the City or (ii) 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 November 1st. The Committee is responsible for recommending programming for the senior citizen program and performing other duties as may be delegated to it by the City Council.

This item allows the Council to reappoint (i) Vickie Hefner, (ii) David O'Brien, and (iii) Carol Tomlinson to the Committee for another three-year term beginning November 1, 2024, and ending on October 31, 2027.

This item also allows the Council to appoint Martha Cotton to complete the unexpired term left by Charlene Mizner, who resigned from the Committee. If appointed, her term would begin immediately, and expire on October 31, 2025, where at that time, she would be eligible for reappointment to a full three-year term.

The appointees have complied with the guidelines of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approvals.

ATTACHMENTS

1. Cotton, Martha Volunteer Application 2024_Redacted
2. Hefner, Vicki volunteer application 2020_Redacted
3. O'Brien, David_Redacted
4. Tomlinson, Carol Volunteer Application 2022_Redacted



'24 JUL- 2 2:24PM

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: Martha Cotton HOME PHONE: _____
HOME ADDRESS: _____ WORK PHONE: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____ CELL PHONE: _____
OCCUPATION: Retired realtor

SPECIAL INTERESTS AND TALENTS: Animals & plants

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

- ☐ 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.

Served on Keep Friendswood Beautiful
for approx. 20 yrs.
Served on Economic Development for
approx. 2+ yrs.

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: _____

FRIENDSWOOD RESIDENT FOR 24 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)?

Realtor 27 yrs.

Please list any civic or community endeavors in which you have been involved: _____

Keep Friendswood Beautiful
Santa in the Park.

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.

Martha Cotton

Signature of Applicant

6/29/2024

Date

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:

Keep Friendswood
Beautiful
Downtown Econ. Dev.
Committee

?

PERSONAL REFERENCES:

Please list at least two references.

NAME: Kitten Brizendine

ADDRESS:

PHONE:

NAME: Regina Toney

ADDRESS:

PHONE:



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: Vickie Hefner HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: retired

SPECIAL INTERESTS AND TALENTS: senior activity center

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: advisory board senior activity center

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.

1

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 33 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)?

30 college hours

33 years with AT&T in numerous positions
including management

Please list any civic or community endeavors in which you have been involved: _____

Horses for Kids @ risk

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.

Zickie Hefner

Signature of Applicant

3/23/2020

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:

2019 Bond

2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: Genie Balderaz

ADDRESS:

PHONE:

NAME:

ADDRESS:

PHONE:



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: DAVID E O'BRIEN III HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: [REDACTED]

SPECIAL INTERESTS AND TALENTS: Many general activities

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: Zoning Board of Adjustments

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

2 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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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 Adjustments

1995(?) to present

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____
ADDRESS: _____
PHONE: _____

NAME: _____
ADDRESS: _____
PHONE: _____

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)?

20+ years ZBOA member & Chairman

Please list any civic or community endeavors in which you have been involved:

Heritage Garden Club

MAN Senior Activity Center Events, Trips, Exercise, Dominoes, 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.

David E O'Brien III

Signature of Applicant

5-28-2018

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



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.

VOLUNTEER APPLICATION

NAME: Carol Tomlinson HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED] WORK PHONE: _____

EMAIL ADDRESS: [REDACTED] CELL PHONE: _____

OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: cooking, catering, work with public
woodcrafting, helping taking care of people.

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

- ____ 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
____ ANIMAL SHELTER ADVISORY COMMITTEE
____ VOLUNTEER FIRE DEPT/EMS
____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

[illegible]

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 2 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

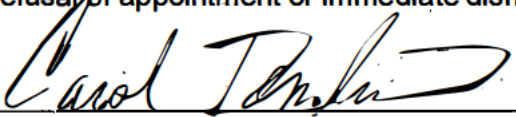
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Please list any civic or community endeavors in which you have been involved: County - Jefferson
TAX - Columbus Day volunteer every year

 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.
Do Not Consent (Initial Here)	

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

10-19-22
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:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Shadey Saldana

ADDRESS: _____

PHONE: ██████-██████

NAME: Rosie Olivo

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: October 7, 2024

Date submitted: 08/05/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Cynthia Bowman to the Investment Committee for a three-year term beginning November 1, 2024, and ending October 31, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Investment Committee (the "Committee") is composed of three 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 November 1st. The Committee's powers and duties include:

1. To review the investment practices of staff and ensure that such practices are in accordance with the city's investment policy; and
2. To perform other duties as may be delegated to it by the city council.

This item allows the Council to reappoint the following individuals to the Investment Committee for a three-year term:

(i) Cynthia Bowman

The members complied with the guidelines of the new Appointment Policy and the newly adopted Section 2-23(c) of the Friendswood City Code. This is the first of the four three-year terms allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Bowman, Cynthia Volunteer Application 2021 REDACTED_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: Cynthia Bowman HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: CPA

SPECIAL INTERESTS AND TALENTS: Accounting/Tax, cooking, homeschooling veterans

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

- ☐ 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.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

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 26 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)?

CPA for 39 years. Have practiced in an international accounting firm, in the oil & gas industry, and in a local public accounting firm.

Please list any civic or community endeavors in which you have been involved: Board of Directors member several years for my church, currently member of a treasurer for Endowment Fund, active from 2010-2016 in Friendswood Aggie Moms, taught math/accounting various years for homeschool organizations.

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.

Cynthia Louma
Signature of Applicant

11-2-21
Date

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:

N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Don Peterson

ADDRESS: _____

PHONE: _____

NAME: Alice Rosenhagen

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: October 7, 2024

Date submitted: 09/09/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Laurie Spangle to the Library Advisory Board to complete an unexpired term effective immediately and ending on 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.

This item allows the Council to appoint Laurie Spangle to complete an unexpired term left by Ms. Betty Stacy which will commence immediately and expire on June 30, 2027.

Ms. Spangle has complied with the requirements of the City's Appointment Policy, and this will be her first appointment to the Committee under the new policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Spangle, Laurie Volunteer Application 2024_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Raquel Martinez](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Friday, September 6, 2024 8:07:08 AM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Laurie
Volunteer Last Name	Spangle
Home Address	803 Bonnie Doon Street
City	Friendswood
State	TX
Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Secondary Special Programs Facilitator
Special Interests and Talents	travel, reading, puzzles, h king
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	<i>Field not completed.</i>
Zoning Board of Adjustments & Appeals	<i>Field not completed.</i>
Keep Friendswood Beautiful Committee	<i>Field not completed.</i>
Community & Economic Development Committee	<i>Field not completed.</i>
Construction Board of Adjustments & Appeals	<i>Field not completed.</i>
Investment Committee	<i>Field not completed.</i>
Friendswood Downtown Economic Development Corporation	<i>Field not completed.</i>
(Section Break)	

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	<i>Field not completed.</i>
4th of July Volunteer	<i>Field not completed.</i>
Senior Citizens Advisory Committee	<i>Field not completed.</i>
(Section Break)	

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Primary
Library Volunteer	<i>Field not completed.</i>
SPECIAL COMMITTEES AS CALLED	<i>Field not completed.</i>
(Section Break)	

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	<i>Field not completed.</i>
Volunteer Fire Dept/EMS	<i>Field not completed.</i>
Animal Shelter Advisory Committee	<i>Field not completed.</i>
Charter Review (As Needed)	<i>Field not completed.</i>
(Section Break)	
I Am Available For	Long-Term Projects, Evening, Summer
Please use the space below for additional comments.	<i>Field not completed.</i>
(Section Break)	

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

Date of Birth	
Sex	Female
How long have you been a Friendswood resident?	40
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's Degree in Curriculum and Instruction, Teaching Certificates
Please list any civic or community endeavors in which you have been involved	Library Foreign Film Festival, Book Sales, Library Gala, Fun Runs, Food and Toy Drives
Additional Information	Field not completed.
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	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.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Laurie Spangle
Date	9/5/2024

Thank you for taking the time to complete this application.

(Section Break)

**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	Field not completed.
Dates of Service	Field not completed.

(Section Break)

Personal Reference #1: First Name and Last Name	JoBeth Brizendine
Address	
City	Friendswood
State	TX
Zip Code	77546

Phone	[REDACTED]
Email Address	[REDACTED]
(Section Break)	
Personal Reference #2: First Name and Last Name	Debbie Woodson
Address	[REDACTED]
City	Friendswood
State	TX
Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]

Email not displaying correctly? [View it in your browser.](#)

**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: October 7, 2024

Date submitted: 08/20/2024

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

Subject: Consider approving the ad valorem tax report for August 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for August 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalCoTax August 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@galvestoncountytexas.gov
September 9, 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 August, 2024 is true and correct.

Under my hand and seal this 9th day of September, 2024.



Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Bay Colony West MUD

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

Galveston County MUD No. 2
Galveston County MUD No. 3
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7

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. 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
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
WCID No. 8
West Ranch Management Dist. #1

09/03/2024 16:34:47 4626987
TC298-D SELECTION: DEPOSIT

RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 08/01/2024 THRU 08/31/2024
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 30
INCLUDES AG ROLIBACK

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	59,913.23	.00	8,433.46	.00	68,346.69	10,600.29	.00	.00	78,946.98
	I & S	.121278	19,149.17	.00	2,695.43	.00	21,844.60	.00	.00	.00	21,844.60
	TOTAL	.500728	79,062.40	.00	11,128.89	.00	90,191.29	10,600.29	.00	.00	100,791.58
2022	M & O	.388560	1,171.84	.00	637.73	.00	1,809.57	532.45	.00	.00	2,342.02
	I & S	.098754	297.82	.00	162.07	.00	459.89	.00	.00	.00	459.89
	TOTAL	.487314	1,469.66	.00	799.80	.00	2,269.46	532.45	.00	.00	2,801.91
2021	M & O	.385147	176.32-	.00	6.20-	.00	182.52-	6.17	.00	.00	176.35-
	I & S	.102167	46.77-	.00	1.64-	.00	48.41-	.00	.00	.00	48.41-
	TOTAL	.487314	223.09-	.00	7.84-	.00	230.93-	6.17	.00	.00	224.76-
2020	M & O	.392153	181.36	.00	69.05	.00	250.41	41.64	.00	.00	292.05
	I & S	.095161	44.02	.00	16.76	.00	60.78	.00	.00	.00	60.78
	TOTAL	.487314	225.38	.00	85.81	.00	311.19	41.64	.00	.00	352.83
2019	M & O	.432160	46.77	.00	28.64	.00	75.41	17.32	.00	.00	92.73
	I & S	.089279	9.67	.00	5.92	.00	15.59	.00	.00	.00	15.59
	TOTAL	.521439	56.44	.00	34.56	.00	91.00	17.32	.00	.00	108.32
2018	M & O	.437173	38.90	.00	30.54	.00	69.44	16.91	.00	.00	86.35
	I & S	.095218	8.48	.00	6.65	.00	15.13	.00	.00	.00	15.13
	TOTAL	.532391	47.38	.00	37.19	.00	84.57	16.91	.00	.00	101.48
2017	M & O	.432349	5.13	.00	4.66	.00	9.79	2.39	.00	.00	12.18
	I & S	.095000	1.13	.00	1.03	.00	2.16	.00	.00	.00	2.16
	TOTAL	.527349	6.26	.00	5.69	.00	11.95	2.39	.00	.00	14.34
2014	M & O	.530300	20.53	.00	26.07	.00	46.60	10.39	.00	.00	56.99
	I & S	.061100	2.36	.00	3.00	.00	5.36	.00	.00	.00	5.36
	TOTAL	.591400	22.89	.00	29.07	.00	51.96	10.39	.00	.00	62.35
ALL	M & O		61,201.44	.00	9,223.95	.00	70,425.39	11,227.56	.00	.00	81,652.95
ALL	I & S		19,465.88	.00	2,889.22	.00	22,355.10	.00	.00	.00	22,355.10
ALL	TOTAL		80,667.32	.00	12,113.17	.00	92,780.49	11,227.56	.00	.00	104,008.05
DLQ	M & O		61,201.44	.00	9,223.95	.00	70,425.39	11,227.56	.00	.00	81,652.95
DLQ	I & S		19,465.88	.00	2,889.22	.00	22,355.10	.00	.00	.00	22,355.10
DLQ	TOTAL		80,667.32	.00	12,113.17	.00	92,780.49	11,227.56	.00	.00	104,008.05
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

09/03/2024 16:34:10
TC298-M SELECTION: DEPOSIT

4626987

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSAIS DETAIL SCHEDULE
FROM: 08/01/2024 THRU 08/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 74
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021 RF240815	1172920010001	202203	175.42-	0.00	12.27-	0.00 HK36	187.69	0.00 RF
2021 RF240815	1172920010001	202203	0.00	0.00	0.00	0.00 HK36	187.69-	187.69-RF
2021 RF240815	1172920010001	202203	69.26-	0.00	4.85-	0.00 HK36	74.11	0.00 RF
2021 RF240815	1172920010001	202203	0.00	0.00	0.00	0.00 HK36	74.11-	74.11-RF
2021 TOTAL			244.68-	0.00	17.12-	0.00	0.00	261.80-
2022 RF240815	1000460000007	202212	294.04-	0.00	0.00	0.00 HK24	294.04	0.00 RF
2022 RF240815	1000460000007	202212	0.00	0.00	0.00	0.00 HK24	294.04-	294.04-RF
2022 RF240815	1043400000028	202210	0.00	0.00	0.00	0.00 HK24	121.83-	121.83-RF
2022 RF240815	1043400000028	202210	121.83-	0.00	0.00	0.00 HK24	121.83	0.00 RF
2022 RF240815	1204000020002	202301	0.00	0.00	0.00	0.00 HK24	189.90-	189.90-RF
2022 RF240815	1204000020002	202301	189.90-	0.00	0.00	0.00 HK24	189.90	0.00 RF
2022 RF240828	168900	202301	0.00	0.00	0.00	0.00 22S1	280.43-	280.43-RF
2022 RF240828	168900	202301	280.43-	0.00	0.00	0.00 22S1	280.43	0.00 RF
2022 RF240828	168925	202301	0.00	0.00	0.00	0.00 22S1	171.41-	171.41-RF
2022 RF240828	168925	202301	171.41-	0.00	0.00	0.00 22S1	171.41	0.00 RF
2022 RF240828	394549	202301	0.00	0.00	0.00	0.00 22S1	404.73-	404.73-RF
2022 RF240828	394549	202301	404.73-	0.00	0.00	0.00 22S1	404.73	0.00 RF
2022 RF240828	606657	202301	452.15-	0.00	0.00	0.00 22S1	452.15-	0.00 RF
2022 RF240828	606657	202301	0.00	0.00	0.00	0.00 22S1	452.15-	452.15-RF
2022 TOTAL			1,914.49-	0.00	0.00	0.00	0.00	1,914.49-
2023 RF240815	1000460000007	202312	469.58-	0.00	0.00	0.00 HK12	469.58	0.00 RF
2023 RF240815	1000460000007	202312	0.00	0.00	0.00	0.00 HK12	469.58-	469.58-RF
2023 RF240815	1022330000039	202405	0.00	0.00	0.00	0.00 HK12	294.07-	294.07-RF
2023 RF240815	1022330000039	202405	260.24-	0.00	33.83-	0.00 HK12	294.07	0.00 RF
2023 RF240815	1043400000028	202311	0.00	0.00	0.00	0.00 HK12	230.13-	230.13-RF
2023 RF240815	1043400000028	202311	230.13-	0.00	0.00	0.00 HK12	230.13	0.00 RF
2023 RF240815	1055750000034	202401	0.00	0.00	0.00	0.00 HK12	276.40-	276.40-RF
2023 RF240815	1055750000034	202401	276.40-	0.00	0.00	0.00 HK12	276.40	0.00 RF
2023 RF240815	1204000020002	202401	0.00	0.00	0.00	0.00 HK12	205.30-	205.30-RF
2023 RF240815	1204000020002	202401	205.30-	0.00	0.00	0.00 HK12	205.30	0.00 RF
2023 RF240815	1209130010006	202401	194.29-	0.00	0.00	0.00 HK12	194.29-	194.29-RF
2023 RF240815	1209130010006	202401	194.29-	0.00	0.00	0.00 HK12	194.29	0.00 RF
2023 RF240828	168900	202401	503.51-	0.00	0.00	0.00 23S0	503.51	0.00 RF
2023 RF240828	168900	202401	0.00	0.00	0.00	0.00 23S0	503.51-	503.51-RF
2023 RF240828	168925	202401	0.00	0.00	0.00	0.00 23S0	333.94-	333.94-RF
2023 RF240828	168925	202401	333.94-	0.00	0.00	0.00 23S0	333.94	0.00 RF
2023 RF240828	184125	202401	0.00	0.00	0.00	0.00 23S0	416.95-	416.95-RF
2023 RF240828	184125	202401	416.95-	0.00	0.00	0.00 23S0	416.95	0.00 RF
2023 RF240807	184125	202401	84.40-	0.00	12.66-	0.00 CERT	0.00	97.06-TR
2023 CP240802	184400	202406						

09/03/2024 16:34:10
TC298-M SELECTION: DEPOSIT

4626987

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2024 THRU 08/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 75
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	CP240802	184400	202406	562.65-	0.00	84.40-	0.00 CERT	0.00	647.05-TR
2023	RF240828	201105	202401	0.00	0.00	0.00	0.00 2350	510.74-	510.74-RF
2023	RF240828	201105	202401	510.74-	0.00	0.00	0.00 2350	510.74	0.00 RF
2023	RF240805	201474	202312	2,069.05-	0.00	0.00	0.00 2350	2,069.05	0.00 RF
2023	RF240805	201474	202312	0.00	0.00	0.00	0.00 2350	2,069.05-	2,069.05-RF
2023	864080824CHC	202684	202408	692.46-	0.00	48.47-	0.00 CERT	0.00	740.93-TR
2023	864082724PHC	202684	202408	692.46-	0.00	48.47-	0.00 CERT	0.00	740.93-RI
2023	RF240805	203405	202401	988.59-	0.00	0.00	0.00 2350	988.59	0.00 RF
2023	RF240805	203405	202401	0.00	0.00	0.00	0.00 2350	988.59-	988.59-RF
2023	RF240828	219183	202401	125.19-	0.00	0.00	0.00 2350	125.19	0.00 RF
2023	RF240828	219183	202401	0.00	0.00	0.00	0.00 2350	125.19-	125.19-RF
2023	RF240828	394549	202401	489.02-	0.00	0.00	0.00 2350	489.02	0.00 RF
2023	RF240828	394549	202401	0.00	0.00	0.00	0.00 2350	489.02-	489.02-RF
2023	RF240828	394550	202401	239.02-	0.00	0.00	0.00 2350	239.02-	239.02-RF
2023	RF240828	394550	202401	0.00	0.00	0.00	0.00 2350	239.02-	239.02-RF
2023	RF240828	513648	202312	1,267.04-	0.00	0.00	0.00 CERT	1,267.04	0.00 RF
2023	RF240827	513648	202312	0.00	0.00	0.00	0.00 CERT	1,267.04-	1,267.04-RF
2023	RF240828	605216	202401	0.00	0.00	0.00	0.00 2350	536.63-	536.63-RF
2023	RF240828	605216	202401	536.63-	0.00	0.00	0.00 2350	536.63	0.00 RF
2023	RF240828	606657	202401	608.66-	0.00	0.00	0.00 2350	608.66	0.00 RF
2023	RF240828	606657	202401	0.00	0.00	0.00	0.00 2350	608.66-	608.66-RF
2023	RF240828	610664	202401	644.94-	0.00	0.00	0.00 2350	644.94	0.00 RF
2023	RF240828	610664	202401	0.00	0.00	0.00	0.00 2350	644.94-	644.94-RF
2023	RF240827	742331	202401	0.00	0.00	0.00	0.00 CERT	92.28-	92.28-RF
2023	RF240827	742331	202401	92.28-	0.00	0.00	0.00 CERT	92.28	0.00 RF
2023	TOTAL			12,493.47-	0.00	227.83-	0.00	0.00	12,721.30-

YEAR 2021
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

244.68-
0.00
0.00
244.68-
17.12-
0.00
0.00
17.12-

0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

261.80-
0.00
0.00
261.80-

YEAR 2022
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

1,914.49-
0.00
0.00
1,914.49-
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

1,914.49-
0.00
0.00
1,914.49-

YEAR 2023
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

10,461.50-
692.46-
1,339.51-
12,493.47-
33.83-
48.47-
145.53-
227.83-

0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

10,495.33-
740.93-
1,485.04-
12,721.30-

09/03/2024 16:34:10
TC298-M SELECTION: DEPOSIT

4626987
TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2024 THRU 08/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 76
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
ALL YEARS								
REFUNDS			12,620.67-	0.00	50.95-	0.00	0.00	12,671.62-
RETURNED ITEMS			692.46-	0.00	48.47-	0.00	0.00	740.93-
TRANSFERS/REVERSALS			1,339.51-	0.00	145.53-	0.00	0.00	1,485.04-
TOTAL			14,652.64-	0.00	244.95-	0.00	0.00	14,897.59-

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2014 TOTAL		22.89	0.00	29.07	10.39	0.00	62.35
	2017 TOTAL		6.26	0.00	5.69	2.39	0.00	14.34
	2018 TOTAL		47.38	0.00	37.19	16.91	0.00	101.48
	2019 TOTAL		56.44	0.00	34.36	17.32	0.00	108.32
	2020 TOTAL		225.38	0.00	85.81	41.64	0.00	352.83
	2021 TOTAL		21.59	0.00	9.28	6.17	0.00	37.04
	2022 TOTAL		3,384.15	0.00	799.80	532.45	0.00	4,716.40
	2023 TOTAL		91,555.87	0.00	11,356.72	10,600.29	0.00	113,512.88
	TOTAL PAYMENTS		95,319.96	0.00	12,358.12	11,227.56	0.00	118,905.64
	2021 TOTAL		244.68-	0.00	17.12-	0.00	0.00	261.80-
	2022 TOTAL		1,914.49-	0.00	0.00	0.00	0.00	1,914.49-
	2023 TOTAL		12,493.47-	0.00	227.83-	0.00	0.00	12,721.30-
	TOTAL REVERSALS		14,652.64-	0.00	244.95-	0.00	0.00	14,897.59-
	TOTAL FOR UNIT		80,667.32	0.00	12,113.17	11,227.56	0.00	104,008.05

09/03/2024 16:36:3 4626965 TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2024 TO 08/31/2024

PAGE: 23
INCLUDES AG ROLLEBACK

FISCAL START: 08/01/2024 END: 07/31/2025 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,274,185.590	2,846,317-	5,271,339,273 0	00.500728	291,297.22	18,339

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	305,039.31	13,742.09-	13,742.09-	79,062.40	79,062.40	212,234.82	27.14	0.00
2022	55,054.51	1,914.49-	1,914.49-	1,469.66	1,469.66	51,670.36	2.77	0.00
2021	31,053.08	244.68-	244.68-	223.09-	223.09-	31,031.49	.72-	0.00
2020	21,493.73	.00	0.00	225.38	225.38	21,268.35	1.05	0.00
2019	16,049.82	.00	0.00	56.44	56.44	15,993.38	.35	0.00
2018	12,965.90	.00	0.00	47.38	47.38	12,918.52	.37	0.00
2017	11,756.98	.00	0.00	6.26	6.26	11,750.72	.05	0.00
2016	10,199.74	.00	0.00	0.00	0.00	10,199.74		0.00
2015	9,922.71	.00	0.00	0.00	0.00	9,922.71		0.00
2014	11,057.05	.00	0.00	22.89	22.89	11,034.16	.21	0.00
2013	6,629.71	.00	0.00	0.00	0.00	6,629.71		0.00
2012	5,780.38	.00	0.00	0.00	0.00	5,780.38		0.00
2011	5,873.46	.00	0.00	0.00	0.00	5,873.46		0.00
2010	3,597.62	.00	0.00	0.00	0.00	3,597.62		0.00
2009	5,155.54	.00	0.00	0.00	0.00	5,155.54		0.00
2008	4,279.59	.00	0.00	0.00	0.00	4,279.59		0.00
2007	1,319.37	.00	0.00	0.00	0.00	1,319.37		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	471.66	.00	0.00	0.00	0.00	471.66		0.00
2002	562.90	.00	0.00	0.00	0.00	562.90		0.00
****	522,512.04	15,901.26-	15,901.26-	80,667.32	80,667.32	425,943.46		0.00
CURR	305,039.31	13,742.09-	13,742.09-	79,062.40	79,062.40	212,234.82		0.00
DELQ	217,472.73	2,159.17-	2,159.17-	1,604.92	1,604.92	213,708.64		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2024
LAND VALUE	7,378,007,830	7,378,007,830	0	263,430-	263,430-	7,377,744,400
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	0	1,388,926-	1,388,926-	941,591,292
APPRAISED VALUE	7,378,007,830	7,378,007,830	0	1,652,356-	1,652,356-	7,376,355,474
EXEMPTIONS	2,071,397,163	2,071,397,163	0	1,193,961	1,193,961	2,072,591,124
TAXABLE VALUE	5,274,185,590	5,274,185,590	0	2,846,317-	2,846,317-	5,271,339,273
LEVY	305,039.31	305,039.31	.00	13,742.09-	13,742.09-	291,297.22
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	11	11	10,438
OVER 65	3,603	3,603	0	2	2	3,605
DISABLED	178	178	0	0	0	178
VETERAN	259	259	0	1	1	260
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2024
LAND VALUE	6,593,325,295	6,593,325,295	0	0	0	6,593,325,295
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	0	0	0	873,775,097
APPRAISED VALUE	6,593,325,295	6,593,325,295	0	0	0	6,593,325,295
EXEMPTIONS	1,782,152,718	1,782,152,718	0	392,866	392,866	1,782,545,584
TAXABLE VALUE	4,778,686,394	4,778,686,394	0	392,866-	392,866-	4,778,293,528
LEVY	55,054.51	55,054.51	.00	1,914.49-	1,914.49-	53,140.02
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	6	6	10,601
OVER 65	3,475	3,475	0	1	1	3,476
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	0	0	253
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 08/31/2024
LAND VALUE	5,827,810,207	5,827,810,207	0	0	0	5,827,810,207
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	50,210-	50,210-	775,107,255
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	50,210-	50,210-	5,827,759,997
EXEMPTIONS	1,579,451,702	1,579,451,702	0	0	0	1,579,451,702
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	50,210-	50,210-	4,214,616,982
LEVY	31,053.08	31,053.08	.00	244.68-	244.68-	30,808.40
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	0	0	10,298
OVER 65	3,255	3,255	0	0	0	3,255
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 08/01/2024 thru 08/30/2024 as of 09/04/2024

Batch Seq
4627453

Report run on: September 4, 2024 10:29 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 88200	Print Date:09/04/2024						
	Delq	18,455.94	5,838.71	0.00	0.00	0.00	24,294.65
Last Deposit Date	08/09/2024	\$18,455.94	\$5,838.71	\$0.00	\$0.00	\$0.00	\$24,294.65
ACH 88246	Print Date:09/04/2024						
	Delq	7,805.06	2,536.65	0.00	0.00	0.00	10,341.71
Last Deposit Date	08/16/2024	\$7,805.06	\$2,536.65	\$0.00	\$0.00	\$0.00	\$10,341.71
ACH 88288	Print Date:09/04/2024						
	Delq	38,747.47	12,254.00	0.00	0.00	0.00	51,001.47
Last Deposit Date	08/28/2024	\$38,747.47	\$12,254.00	\$0.00	\$0.00	\$0.00	\$51,001.47
ACH 88334	Print Date:09/04/2024						
	Delq	5,416.92	1,725.74	0.00	0.00	0.00	7,142.66
Last Deposit Date	08/30/2024	\$5,416.92	\$1,725.74	\$0.00	\$0.00	\$0.00	\$7,142.66
Total:		\$70,425.39	\$22,355.10	\$0.00	\$0.00	\$0.00	\$92,780.49

**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: October 7, 2024

Date submitted: 08/20/2024

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

Subject: Consider approving the minutes of the City Council Regular Meeting held on September 9, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on September 9, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. September 9, 2024, City Council Draft Meeting Minutes

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
SEPTEMBER 9, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, SEPTEMBER 9, 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:

John Ellisor	Councilmember
Trish Hanks	Councilmember
Sally Branson	Councilmember
Joe Matranga	Mayor Pro Tem
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 Pastor David Lorenz of First Baptist Friendswood.

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

Councilmember Ellisor opened the comments by sharing that he discovered that the Friendswood Library has audio books available on disc. Councilmember Branson reported over the Friendswood Historical Society's Annual Ice Cream Social and thanked the City for their support. Councilmember Hanks noted that football season has started for the local high school and expressed her support. She further reported over the activities of the Keep Friendswood Beautiful (KFB) Committee and the Friendswood Library. She thanked all the volunteers that make this City a great place to live.

Mayor Pro Tem Matranga commented over the Paws 2 Protect and Dog Days of Summer events. He thanked Friendswood Animal Control and Parks and Recreation for doing a great job. Mayor Foreman commented and encouraged the public to attend Parks and Recreation's upcoming Taylor Swift Cover Band concert.

5. PUBLIC COMMENT

Mayor Foreman announced no speakers had signed up for a public comment and moved to the next item.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Community & Economic Development Committee Annual Report

Mayor Foreman considered the report received and commented over the Committee's Annual Small Business Week event.

B. Receive the Friendswood Downtown Economic Development Corporation Annual Report.

Mayor Foreman considered the report received. Councilmember Branson recognized two honorary members of the Friendswood Downtown Economic Development Corporation (the "Corporation") that have stepped down: Mr. Alton Todd and Dr. Pat McGinnis. Mayor Foreman also highlighted that the Corporation's Light Pole Project down Friendswood Drive which is getting close to completion.

C. Receive the West Ranch Management District's Annual Report.

West Ranch Management District (WRMD) Director Dennis Barber presented the District's Annual Report to the Friendswood Councilmembers. Below are the main highlights:

- *Development:* The residential portion of the 766-acre West Ranch development is complete, with only commercial lots remaining. Efforts are ongoing to develop these commercial areas.
- *Tax Rate Reduction:* The District has consistently lowered its tax rate annually. The current tax rate has decreased from 30¢ to 24.5¢, with further reductions planned next year.
- *Drainage and Maintenance:* The District continues proactive maintenance of drainage and detention facilities, spending over \$150,000 beyond routine upkeep on tasks like desilting, vegetation removal, and erosion repair.
- *Collaborations with HOA:* Joint projects with the West Ranch HOA include upgrading park facilities and increased maintenance along Chigger Creek. A landscape architect has been engaged for further improvements.
- *Flock Safety Cameras:* The installation of Flock Safety Cameras has aided in crime prevention, including helping to catch a suspect involved in vehicle burglaries in West Ranch.
- *Future Goals:* The board aims to further lower homeowner costs, identify opportunities to pay off existing bonds, and find a developer for the remaining commercial properties near key intersections in the area.

Mayor Foreman considered the report received.

D. Receive the Friendswood Property Tax and Court Collection Report.

Mayor Foreman considered the Property Tax and Court Collection Report received, and the Councilmembers and Staff engaged in a discussion. Concerns were raised regarding the amount of uncollected taxes for 2023. Councilmember Griffon also acknowledged that many residents face economic challenges and are struggling to pay their taxes. City Manager Morad Kabiri noted that the City would work with any struggling taxpayers with payment plans that are non-burdensome as well as deferments.

7. WORK SESSION TOPICS

A. Receive and discuss an update regarding the drainage projects in the City of Friendswood.

Engineering Assistant Director Heather Van Dine introduced Graduate Engineer Marua Blackburn to Council. Ms. Blackburn provided the following updates on the City's ongoing drainage projects:

- *Clear Creek Utility Rack Relocation:* This project is a Community Block Grant – Disaster Recovery from Hurricane Harvey (CDBG-DR). Ms. Blackburn noted that the engineering for this project and the environmental assessment is complete. Staff has received authorization to use the grant funds, and construction is to begin Winter 2024.
- *Deepwood Flood Control Project:* This project is a Community Block Grant – Disaster Recovery from Hurricane Harvey (CDBG-DR). Engineering for this project is complete as well as the environmental assessment. This project will be going out to bid in the upcoming weeks.
- *Three Detention Basins Along Coward's Creek:* This project is located at 2 Queens Lane, 310 West Castlewood, and 301 West Castlewood. The project is part of an interlocal project with Galveston County Consolidated Drainage District (GCCDD). The engineering and environmental assessments for the project are complete with the overall project about 95% complete. The next steps include slope paving, pilot channel construction, and hydro-mulching. The project faced a three-week delay due to Hurricane Beryl. GCCDD is currently removing debris and trees from the creeks which is about 85% complete.
- *Friendswood Regional Stormwater Detention Basin:* This project is related to the detention pond near FM 1959 at the border of Pearland and Friendswood. This project is a regional effort in funding partnership with the City of Friendswood, Galveston County, Galveston County Consolidated Drainage District (GCCDD), and Harris County Flood Control District (HCFCD). An engineering firm has been selected for final design. The second Public Meeting was held June 20, 2024. The rough grading is 21% complete, and a change order is in process to be approved at Harris County Commissioner's Court on September 17, 2024.
- *Comprehensive Master Drainage Plan:* The purpose of this project is to develop a comprehensive flood mitigation strategy for the City of Friendswood. Staff is collaborating with two consultants to scope the plan and manage the program. The consultants will be presented to the City Council at the October 2024 meeting. This project is funded through Drainage Bonds and a Hazard Mitigation Grant from the Texas Department of Emergency Management.

- *Quakers Landing Terracing Project*: Located along Clear Creek and Brown Lane near Quaker Bend Drive. The construction is 95% complete, currently three weeks behind schedule due to rain delays from Hurricane Beryl.

B. Receive and discuss an update regarding the Community Development Department and Planning and Zoning Commission.

Community Development Director Aubrey Harbin presented the item and provided the Council with the following Quarterly Updates on their department and the Planning and Zoning Commission.

Community Development Department

- The department handles permits, inspections, planning, GIS services, and code enforcement.
- All staff have at least one International Code Council (ICC) certification, with the exception of GIS staff who do not handle inspections or permits.
- The department has transitioned to 100% digital submissions using CityWorks and DigEPlan software, significantly reducing paper use and staff time.
- A Story Map tool is available on the city website, detailing ongoing city projects with descriptions and updates.
- The CDD Dashboard, made available through CityWorks, is updated in real-time and offers data visualizations such as heat maps and bar graphs for various divisions.
- A Development Viewer layer tool tracks the progress of planning projects.
- The department plans to review and modernize permit fees and update building and fire codes in early 2025.

Planning and Zoning Commission

- From January to August 2024, the commission held 13 meetings.
 - 2 site plans reviewed; 1 extension granted.
 - 10 plats reviewed (6 preliminary, 4 final).
 - 1 master plan reviewed.
 - 6 recommendations made for zone changes and ordinance changes.
- Two commissioners will attend the American Planning Association (APA) Texas Chapter Annual Conference in Allen, Texas, which includes sessions for commissioners and appointed officials.
- *Planning Subcommittee*: Working on the comprehensive plan update, which is about 70% complete. They are obtaining updates from other departments mainly focusing on utilities, drainage, and parks. They are also reviewing parking regulations with completion expected soon.
- *Ordinance Subcommittee*: Currently rewriting the zoning ordinance with the Official Zoning Map update planned for September 2024. Decided not to formalize a process for updating the Future Land Use Map after further review. Planning a review of the ordinance for special events and outdoor sales.

- *Capital Improvement Advisory Committee:* Will receive updates from the Friendswood Engineering Department on capital improvement projects identified in the impact fee study.
- *Training Sessions:* Conducted a general city information session in January 2024 and a subdivision ordinance overview in May 2024. A zoning ordinance overview is scheduled for November 2024.
- *Commissioner Guidebooks:* Guidebooks have been moved online, replacing the previous physical binders, and are now accessible to the public.

8. REPLACEMENT OF THE OFFICIAL ZONING MAP

A. Conduct a public hearing regarding the replacement of the official zoning map per Appendix C, "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020.

At 6:10 P.M., Mayor Foreman opened the public hearing and requested that Staff give the Council an overview of the item.

Community Development Director Aubrey Harbin summarized the subject matter of the public hearing regarding the adoption of a new official zoning map for Friendswood. The first Official Zoning Map was adopted in the 1970 and has historically been updated periodically. Changes to the map are tracked over time. When the record of changes is sufficiently full, a new official map is adopted. Ms. Harbin noted that this would be the final zoning map to go through this adoption process, as future changes will be updated automatically online within 15 days of Council's approval. The Planning and Zoning Commission conducted their public hearing on the matter and recommended the adoption of the new map unanimously.

At 6:13 P.M., with no one signed up to speak, Mayor Foreman closed this public hearing.

B. Consider an ordinance regarding the replacement of the official zoning map per Appendix C "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020.

A motion was made by Councilmember Erenwert and seconded by Councilmember Hanks approving Ordinance No. 2024-26, related to Item 8.B., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND RATIFYING THE OFFICIAL ZONING MAP OF THE CITY, INCORPORATING APPROVED CHANGES IN DISTRICT BOUNDARIES AND OTHER MATTERS PORTRAYED ON THE OFFICIAL ZONING MAP; PROVIDING A PENALTY

FOR VIOLATION IN AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

9. PROPOSED AMENDMENTS TO THE FRIENDSWOOD CITY CODE, APPENDIX C "ZONING," SECTIONS 3 AND 9

- A. Conduct a public hearing regarding the proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.**

At 6:14 P.M., Mayor Foreman opened the public hearing and requested that Staff give the Council an overview of the item.

Community Development Director Aubrey Harbin summarized the subject matter of the hearing regarding proposed amendments to Section 3 and 9 of the Zoning Ordinance. The Official Zoning Map will continue to be maintained by the Community Development Department. Changes to the map will only occur through Council approved ordinances. Updates to the map will be recorded within 15 days of approval, and a new map will be created when the current chart is full. The official map is static and updated periodically, while an interactive GIS map is updated frequently and available on the city's website.

With regard to Section 9, a specific use permit will expire if the associated use does not begin within two years or if it remains inactive without meeting the required phasing criteria. This helps keep the zoning map up to date by removing inactive permits. Extensions can be requested.

At 6:18 P.M., with no one signed up to speak, Mayor Foreman closed this public hearing.

- B. Consider an ordinance regarding proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.**

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Matranga approving Ordinance No. 2024-27, regarding Item 9.B., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 3 "PROVISION FOR OFFICIAL ZONING MAP" AND SECTION 9 "ADMINISTRATION AND ENFORCEMENT – BUILDING PERMITS AND CERTIFICATES OF ZONING COMPLIANCE," SUBSECTION G "SPECIFIC USE PERMITS," PARAGRAPH 7 "TIME LIMIT" OF THE FRIENDSWOOD CITY CODE TO AMEND THE PROCESS OF MAINTAINING THE OFFICIAL ZONING MAP AND TO AMEND THE TIME LIMIT CRITERIA FOR SPECIFIC USE PERMITS; 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.

10. TAX RATE FOR FISCAL YEAR 2024-25

A. Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2024-2025.

At 6:18 P.M., Mayor Foreman opened the public hearing and requested that Staff give the Council an overview of the item.

Finance Director Rhonda Boskas summarized the subject matter of this hearing. She explained the item is a continuation of the budget that has already been adopted. The proposed tax rate is \$0.514172 per \$100 of property valuation. This rate is expected to generate \$27.7 million in total revenue for the City. Of this amount, \$5.9 million will be used for debt service and \$21.8 million for maintenance and operations.

At 6:19 P.M., with no one signed up to speak, Mayor Foreman closed this public hearing.

B. Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2024, and ending September 30, 2025, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2024, and ending September 30, 2025.

A motion was made by Councilmember Branson and seconded by Councilmember Ellisor approving Ordinance No. 2024-29, regarding Item 10.B., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: Councilmember Robert J. Griffon

The item passed; however, this item was later reconsidered post the City Council's Closed Executive Session, Item 15.

ORDINANCE NO. 2024-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF FRIENDSWOOD FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

C. Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2024-2025, adopted on August 26, 2024.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to ratify the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2024-2025, as adopted on August 26, 2024. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: Councilmember Robert J. Griffon

The item passed.

11. CITY MANAGER'S REPORT

A. Present an update on the Parks and Recreation's Taylor Swift Tribute Band Concert to be held on Friday, September 20, 2024.

City Manager Morad Kabiri announced that a Taylor Swift Tribute Band will be coming to Centennial Park on Friday, September 20, 2024.

B. Present an update on the Friendswood Library's Taylor Swift Party to be held on Saturday, September 21, 2024.

Following the Taylor Swift Tribute Band concert, City Manager Morad Kabiri relayed that the Friendswood Library will hold a Taylor Swift Party from 1:30 PM. To 3:30 P.M. on Saturday, September 21, 2024.

C. Present an update on debris operations from Hurricane Beryl.

City Manager Morad Kabiri provided an update on Hurricane Beryl, highlighting the debris pickup effort which removed roughly 100,000 cubic yards of debris in 52 days. The expedited cleanup was attributed the amount of trucks available and residents placing debris outside properly. He also mentioned the threat of Hurricane Francine and encouraged residents to sign up for their emergency communications.

D. Recognize Deputy City Secretary Raquel Martinez for successfully completing the Texas Municipal Clerks Associations (TMCA) Certification Program.

City Manager Morad Kabiri recognized Deputy City Secretary Raquel Martinez for recently completing the Texas Municipal Clerks Associations (TMCA) Certification Program.

12. BUSINESS ITEMS

A. Consider entering into a Fuel Partnership Agreement with Friendswood Independent School District for the City's use of FISD's Transportation Facility for the delivery and receipt of fuel products.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to enter into a Fuel Partnership Agreement with Friendswood Independent School District, related to Item 12.A. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

B. Consider authorizing an agreement with Mansfield Oil Company of Gainesville, Inc., through OMNIA Partners utilizing the City of Fort Worth Contract No. 53315, for the purchase and delivery of diesel fuel and unleaded gasoline for vehicles owned by the City and the Friendswood Independent School District.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to authorize an agreement with Mansfield Oil Company of Gainesville, Inc., related to Item 12.B. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

C. Consider authorizing the Hobby School MPA Teaching "City Apprenticeship" Program Agreement with the University of Houston.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to authorize the Hobby School MPA Teaching "City Apprenticeship" Program Agreement with the University of Houston, related to Item 12.C. However, there was discussion prior to the vote.

City Manager Morad Kabiri explained the item was for a partnership with the Master's in Public Administration (MPA) program at the University of Houston for students to gain real-world experience through internships. The City will interview candidates prior to each semester, and the interns will work in a department of their choosing. This program only costs the City time as it is funded by the Houston-Galveston Area Council (H-GAC) Workforce Program.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

13. PROPOSED RESOLUTIONS & ORDINANCES

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

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Matranga to approve Ordinance No. 2024-28, related to Item 13.A., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, and Mayor Pro Tem Joe Matranga

Nays: Councilmember Robert J. Griffon and Councilmember Brent Erenwert

The item passed.

ORDINANCE NO. 2024- 28

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 X" 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.

B. Consider an ordinance on first reading renaming Mills Drive to Mills Lane

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to accept the first reading on a proposed ordinance to rename Mills Drive to Mills Lane, related to Item 13.B, as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RENAMING MILLS DRIVE TO MILLS LANE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

C. Consider an ordinance on first reading amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to add fees for Emergency Medical Service's patient medical records.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to accept the first reading of a proposed ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to add fees for Emergency Medical Service's patient medical records, related to Item 13.C., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO ADD FEES FOR EMERGENCY MEDICAL SERVICE RECORDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

14. CONSENT AGENDA

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve the Consent Agenda Items 14.A. through 14.O. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

- A. Consider a resolution casting the City of Friendswood's ballot for the election of members for Places 11-14 of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees for a six-year term.**

RESOLUTION NO. R2024-28

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF PLACES ELEVEN (11) THROUGH FOURTEEN (14) OF THE BOARD OF DIRECTORS OF THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider authorizing a Memorandum of Renewal of the Fire and Rescue Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term.**
- C. Consider approving the Agreement for Medical Director between the City of Friendswood and Abel R. Longoria, M.D.**
- D. Consider authorizing a license agreement with Friends of Downtown Friendswood, Inc. for a portion of 408S. Friendswood Drive to provide electrical service to the "Love Friendswood" art Piece.**
- E. Consider a buyout License Agreement with David and LaRetta Henrickson for property located at 2 Earlham Drive.**
- F. Consider authorizing the disposal of a decommissioned Polic Department vehicle through EBlock Houston, formally Houston Auto Auction.**
- G. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding intersection improvements at FM 528 and Winding Way with Houston-Galveston Area Council.**
- H. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding striping to add a middle lane at the intersection of FM 528 and Sunset Drive with the Houston-Galveston Area Council.**
- I. Consider ratifying the City Manager's signature and approving American Tower Corporation's alterations and tower modifications pertaining to its Generator Upgrade Project for the communication facility located at 1606 Whitaker Drive, Friendswood, Galveston County, Texas.**
- J. Consider authorizing the Instructor Services Agreement with Christian Patierno for pickleball instructor service for children and adults at the tennis courts located in Stevenson Park.**

- K. Consider a resolution amending Section 2 of Resolution No. R2024-13, which designated authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant - Mitigation Program, to reflect that the Director of Administrative Services is now the Director of Finance.**

RESOLUTION 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING SECTION 2 OF RESOLUTION NO. R2024-13, WHICH DESIGNATED AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM UNDER STATE CONTRACT NUMBER 24-065-030-E485, TO REFLECT THAT THE DIRECTOR OF ADMINISTRATIVE SERVICES IS THE DIRECTOR OF FINANCE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- L. Consider authorizing a contract with Star Services, Inc., for the purchase and installation of replacement HVAC equipment for the Animal Shelter through the Interlocal Purchasing System.**
- M. Consider approving the ad valorem tax report for July 2024.**
- N. Consider approving the minutes of the City Council Regular Meeting held on August 5, 2024.**
- O. Consider approving the minutes of the City Council Special Meeting held on August 14, 2024.**
- P. Consider approving the minutes of the City Council Joint Meeting held on August 26, 2024.**

15. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Johnson, et ux. v. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.**

At 6:39 P.M., Mayor Foreman recessed and convened into an Executive Session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding a legal matter.

At 7:10 P.M., Mayor Foreman reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

After the Closed Executive Session, the Council wished to reconsider Item 10.B., regarding the tax rate.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to reconsider Item 10.B. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks for the property tax rate to be increased by the adoption of a tax rate of 0.514172¢, which is effectively a 3.85% increase, related to Item 10.B. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: Councilmember Robert J. Griffon

The item passed.

16. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the September 9, 2024, City Council Regular Meeting at 7:11 P.M.

Attest:

Mike Foreman, Mayor

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: October 7, 2024

Date submitted: 09/24/2024

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

Subject: Consider approving the minutes of the City Council Joint Meeting held on September 23, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Joint Meeting held on September 23, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. 2024 09 23 CC Minutes_Joint

**MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL AND THE BOARD OF
DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD
SEPTEMBER 23, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD MET IN A JOINT MEETING ON MONDAY, SEPTEMBER 23, 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:

John Ellisor	Councilmember
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
Brent Erenwert	Councilmember
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

AND

John Ellisor	Director
Sally Branson	Director
Trish Hanks	Director
Robert J. Griffon	Director
Joe Matranga	Vice Chair
Brent Erenwert	Secretary
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Pro Tem Matranga called the joint meeting to order with a quorum present at 5:00 P.M.; all members were present with the exception Mayor Mike Foreman.

2. INVOCATION

The invocation was led by Councilmember John Ellisor.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Pro Tem Matranga led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Councilmember Hanks stated that she attended the Taylor Swift cover band concert over the weekend with her granddaughter and it was wonderful. She commended the Parks and Recreation staff for doing such an amazing job with the event.

5. PUBLIC COMMENT

Ms. Janice Schrager, Pine Needle Dr., requested to speak to the Council regarding her opposition to the TIRZ#2 and TIRZ#1. She stated that she believed that while the TIRZs would help reduce the developer's costs, it would also result in inferior public services and reduce the value of the homes on Wilderness Trails. She stated that she felt that Castlewood should remain closed and not be tied into the proposed parkway.

Ms. Isabel Nilsen, 910 Applewood Dr., requested to speak to the Council regarding the construction of the roadway that is going to be built behind their homes. She noted that this roadway running parallel to FM 518, will be detrimental to the City's small local businesses as it would redirect the traffic off of FM 518 and onto the parkway, thus resulting in less consumers and less revenues for both the businesses and the City's sales tax revenues.

Ms. Deborah Winters Chaney, 1008 Applewood Dr., requested to speak to the Council and stated that she did not support the expansion of the roadway behind their homes and to date had collected 248 signatures requesting that Castlewood Dr. remain closed off from the proposed parkway. She further noted that to connect Castlewood to the proposed roadway would have a negative impact on their neighborhood, their safety and their quality of life.

Mr. Chris Johnson, 36 Wilderness Trails, requested to speak to the Council and stated that he had sought to find an amicable resolution to his differences with the City, and appreciated the Council's efforts in finding a resolution. He noted that all those involved in this process had difficult discussions and had to make difficult decisions that he felt would do the most amount of good with the least amount of harm. He vowed to continue his involvement with the community. Mr. Johnson also complimented the Parks and Recreation Department for the wonderful Taylor Swift cover band concert and stated that these are the kind of quality events that make this community so special.

Mr. Cameron Laird, 1201 Bayou Oaks Drive, requested to speak to the Council to voice his opposition to the proposed TIRZ proposal and Friendswood Parkway, specifically any connections to Applewood and Castlewood. He further noted that the proposed parkway would degrade their neighborhood's social character, further burden the Police Department and its environmental impact would increase the potential for flooding in this area due to the additional strain on drainage and capacity.

Mr. Sel Thint, 907 S. Friendswood Dr., requested to speak to the Council and noted the importance of mobility and the need for the proposed parkway as the traffic congestion was already here. He stated that he supported the proposition to create another roadway that would travel from the North to the South of the city and move traffic off of FM 518. He noted that the connections to other roads could be discussed later but the creation of the thoroughfare was important now.

Ms. Katherin Soraiz, 1201 Bayou Oak Dr., requested to speak to the Council and stated that she was very upset and emotional about the proposed parkway and what it could do to their fabulous neighborhood, community and families along Wilderness Trails. She stated that the proposed parkway will negatively impact their neighborhood, particularly if they are opened up to the parkway. She further noted that she has serious concerns about covering up the open ditches, which would more than likely cause drainage issues and more flooding.

6. CITY COUNCIL – EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Johnson, et ux. v. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.**

At 5:22 P.M., Mayor Pro Tem Matranga recessed and convened into an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Johnson, et ux. v. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.

At 6:07 P.M., Mayor Pro Tem Matranga reconvened the meeting of the Friendswood City Council and the Board of Directors of TIRZ #2 and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the executive session.

7. CITY COUNCIL – DISCUSSION AND POSSIBLE ACTION

- A. Consider approving a settlement agreement in *Johnson, et ux. V. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.**

City Manager Morad Kabiri stated that the City and Mr. Johnson had come an amicable resolution to aforementioned lawsuit, which is the settlement before Council. He also noted that the City and Mr. Johnson had agreed to disclose that the agreement in question included language giving the Wilderness Trail Homeowners Association the right to request that W. Castlewood Drive be gated with an emergency access gate on the eastern side of the future intersection with Friendswood Parkway and the City would not oppose such request.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the settlement agreement related to *Johnson, et ux. V. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None.

Other: Mayor Mike Foreman (Absent)

The item passed unanimously.

Mayor Pro Tem Matranga stated that they would now, as the Board of Directors of Reinvestment Zone Number 2, City of Friendswood, consider items 8.A through 8.D.

8. TIRZ #2 BOARD – BUSINESS ITEMS

A. Consider the election of a Vice Chair and Secretary of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood.

City Manager Morad Kabiri presented the item and stated that when the Reinvestment Zone Number Two was created, it outlined that the City Council would serve as its board of directors and that the item before them was a ministerial duty to select a Vice Chair and Secretary. The role of Chair will be filled by the mayor.

Acting Chair Matranga requested nominations for the position of Vice Chair.

A motion was made by Director Branson and seconded by Director Hanks that the sitting Mayor Pro Tem on the City Council serve as the Vice Chair for the Board of Directors of Reinvestment Zone Number Two, City of Friendswood. The vote was the following:

Ayes: Director John Ellisor, Director Sally Branson, Director Trish Hanks, Acting Chair Joe Matranga, Director Robert J. Griffon and Director Brent Erenwert

Nays: None.

Other: Chair Mike Foreman (Absent)

The item passed unanimously.

Vice Chair Matranga requested nominations for the position of Secretary.

A motion was made by Director Branson and seconded by Director Hanks that the previous Mayor Pro Tem still on the City Council serves as the Secretary for the Board of Directors of Reinvestment Zone Number Two, City of Friendswood. The vote was the following:

Ayes: Director John Ellisor, Director Sally Branson, Director Trish Hanks, Vice Chair Joe Matranga, Director Robert J. Griffon and Director Brent Erenwert

Nays: None.

Other: Chair Mike Foreman (Absent)

The item passed unanimously.

B. Consider approving Rules of Procedure for Reinvestment Zone Number Two, City of Friendswood.

City Manager Morad Kabiri presented the item and stated that much like the City Council and Planning and Zoning Commission, the rules of procedure being considered will be those for the Reinvestment Zone Number Two and will outline how the board is to conduct their meetings.

A motion was made by Director Griffon and seconded by Director Branson to approve Rules of Procedure for Reinvestment Zone Number Two, City of Friendswood. The vote was the following:

Ayes: Director John Ellisor, Director Sally Branson, Director Trish Hanks, Vice Chair Joe Matranga, Director Robert J. Griffon and Secretary Brent Erenwert

Nays: None.

Other: Chair Mike Foreman (Absent)

The item passed unanimously.

C. Consider adopting the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Two, City of Friendswood.

City Manager Kabiri stated that this item is a continuation of the creation of the Reinvestment Zone Number Two, which is roughly 326 acres that was agreed to earlier this summer. He noted that the purpose of this tax increment reinvestment zone is to establish a pathway to get public infrastructure funded in an area that is currently lacking public infrastructure. For the last twenty-plus years, there have been a number of developers that have looked at developing various properties within the boundaries of this TIRZ and have been unable to do so because of obstacles related to the lack of infrastructure needed to adequately allow for their developments. As such, the City worked on a solution to this problem and identified partners who could develop these properties. Not only to benefit the properties within the boundaries of the TIRZ, but also to benefit those outside of the TIRZ, an example being the infrastructure enhancements that will help improve the water distribution and pressure to the southern end of the city. The proposed financing plan outlines the public improvements that will take place within the boundaries of the TIRZ and identifies how those public infrastructure improvements will be built based upon the incremental revenue created through the establishment of the TIRZ.

Director Erenwert stated that there are still a lot of contingencies on this road, and while he is not completely happy with the process being used to get it, after speaking with many people and listening to everything that staff had to say, he understands that the road is needed. He stated that he is happy that the city was able to work with others to come to an agreement that could possibly meet everybody's needs, even though not everyone is going to be pleased. Director Erenwert felt that the Council had done its due diligence on this item and hoped that twenty to thirty years from now, they could look back on this item and know that they did the right thing.

Director Griffon asked that City Manager Kabiri give him an overview of the project costs and their related timeline as noted in Exhibit C of the proposed plan. He noted that the chart showed the total estimated costs for the TIRZ projects to be around \$97 million, with \$20 million being listed in the current annual year; however, as the City does not currently have \$20 million, how will that work.

Mr. Kabiri stated that the tax reinvestment zone is reimbursement based on the capital outlay made by the developer. For example, Castle Bioscience who is ready to move forward with their part of the project within the boundaries of the TIRZ and based on their schedule, the City anticipates that they will begin expending funds to install the necessary public infrastructure for their portion of Friendswood Parkway and waterline improvements in order to get started on their public project and the public detention pond.

So, ultimately, the timeline and costs for the TIRZ are based on the estimates from the developers' engineers and what they believe it will cost to put in that infrastructure, and they are the ones that are going to be making those investments on the ground. Once the revenue within the tax increment zone comes in sufficient enough to pay the developers back for their upfront costs then they will be reimbursed only for the costs related to the development of the public infrastructure components.

Mr. Kabiri again pointed to Castle Bioscience who are going to pay the City, based on their plan and development agreement, \$21 million for the life of the TIRZ, and in return the City is going to reimburse them \$5 million, leaving \$16 million of additional revenue that can then be used elsewhere within the community to benefit the City. This all being separate and apart from the benefits of the jobs that they will be creating and the buying power of those 600 employees that could choose to live and shop in Friendswood.

Director Griffon stated that there are expenditures that are occurring now, that the City will not be able to incrementally refund at a later time. So, in essence the developer is going to fund the \$21 million up front and when the City receives the incremental value from their development, it will then turnaround and pay the developer back.

Mr. Kabiri responded that his assessment was is correct; and further noted that if the development does not generate sufficient value and resulting revenue, then they will be sitting on their \$21 million investment and will carry those costs until such time as there is enough revenue collected for reimbursement.

Director Griffon thanked City Attorney Karen Horner and all of the staff that worked with him and Council to put these agreements together and stated that he was going to support this item. He also noted that he was happy with the final agreement and hoped that the residents found some relief with the placement of the emergency gate.

Reinvestment Zone Number Two, City of Friendswood, Texas Project Costs		
Item	Cost	
City Public Improvements ^[a]		
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
Site Mitigation Plan	\$	75,000
Subtotal	\$	22,103,060
The Estates at Wilderness Trails ^[a]		
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 ^[a]		
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 ^[a]		
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 ^[a]		
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 Biosciences Projects ^[b]		
Clearing, Grubbing & Site Preparation	\$	216,040
Land	\$	1,702,216
Landscaping	\$	44,804
Public Fire Loop	\$	258,500
Public Storm Water Collection System	\$	657,800
Detention Basin	\$	627,520
Friendswood Parkway Road Extension	\$	1,148,222
Financing Costs	\$	609,501
Soft Costs	\$	762,694
Subtotal	\$	6,027,298
Subtotal Public Improvements ^[a]	\$	99,732,813
Administrative Costs	\$	4,711,815
Total Project Costs	\$	104,444,628
Footnotes:		
[a] As identified by the City, based on the City Engineer's Opinion of Probable Cost in May 2024.		
[b] As provided by the Developer on August 8, 2024.		

Vice Chair Matranga stated that in the plan, 23 Wilderness Trails, which was purchased by the City earlier in the year is now a part of the Estates of Wilderness Trails development and asked Mr. Kabiri explain. Mr. Kabiri responded that when 23 Wilderness Trail was purchased, it was for the development of Friendswood Parkway over Chigger Creek as well as for the extension of utility lines to serve both sides of the creek, both within the TIRZ and throughout the City of Friendswood. As the totality of the property is not needed for the roadway and in order work with and make the adjoining developments viable, the City was able to identify a location within the property for the placement of a portion of their detention pond. Mr. Kabiri stated that this practice is not uncommon as the City has worked with developers in the past to assist in their developments; such as the Sterling Creek development back in 2013 or 2014. Mr. Kabiri noted that in that instance, the City allowed the developer to use City land to locate their detention pond to maximize their development and build three more homes. Vice Chair Matranga noted that what the City is essentially doing in these instances is licensing the use of City property by a developer. Mr. Kabiri agreed with the statement and noted that the City enters into separate licensing agreements for these types of arrangements.

Vice Chair Matranga inquired about the difference between the preliminary plan and the final plan that is before them, specifically in relation to the issuance of TIRZ bonds. Mr. Kabiri stated that as they move through this process, the preliminary plan continues to be refined as more concrete numbers are received, thus making the plan's focus, much narrower. He noted that in this instance, there are no plans to issue TIRZ bonds; however, should one of the future developers ask for a Public Improvement District (PID), similar to what was done with TIRZ #1, a PID and the issuance of PID bonds could be considered, but it wouldn't be through the TIRZ and that would have to be approved by the City Council.

Vice Chair Matranga further stated that he noticed an increase in administration cost from the preliminary plan to the final plan and inquired as to the reason for the change. Mr. Kabiri responded that those administrative costs are related to the costs of the consultants for the life of the TIRZ, so the total for the thirty-year time span of the TIRZ for both legal and administrative services.

Vice Chair Matranga stated that he noticed in the project costs for Castle Bioscience that there is an estimated \$1.7 million listed for land purchases and wanted to understand why this was being included in the public infrastructure chart. Mr. Kabiri stated that the purchase of property on which future public infrastructure will ultimately reside is a component that is considered a reimbursable cost under the TIRZ.

Vice Chair Matranga asked what reasons the City would decide to essentially foregoing tax payments from the developments in the TIRZ, aside from incentivizing them to build some infrastructure. Mr. Kabiri responded that there were a few additional benefits, and noted them as follows:

- Mobility, through the building of a much-needed roadway through the community it will offload the congestion that is currently on FM 518 and Sunset. Should the congestion not be relieved, FM 518 would have to be expanded, thus eliminated many, if not all of the businesses along this roadway.
- Utilities, the building of water and sewer infrastructure will help not only the properties within the TIRZ, but also assist services throughout the community; such as maintaining water pressure in the southern part of the city, which is a problem particularly during the summer months.
- Ancillary benefits; such as Castle Bioscience bringing in at the completion of their development, over 600 good high paying bio medical jobs into Friendswood, many employees that could decide

to reside in Friendswood and/or use their purchasing power to shop and dine in Friendswood shops and restaurants.

A motion was made by Director Branson and seconded by Director Hanks to approve the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Two, City of Friendswood. The vote was the following:

Ayes: Director John Ellisor, Director Sally Branson, Director Trish Hanks, Vice Chair Joe Matranga, Director Robert J. Griffon and Secretary Brent Erenwert

Nays: None.

Other: Chair Mike Foreman (Absent)

The item passed unanimously.

D. Consider approving the Development Agreement by and between Castle Biosciences Inc., the City of Friendswood, and Reinvestment Zone Number Two, City of Friendswood.

A motion was made by Director Branson and seconded by Director Griffon to approve a Development Agreement by and between Castle Biosciences Inc., the City of Friendswood, and Reinvestment Zone Number Two, City of Friendswood and to submit said the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Friendswood, adopted by the Board of Directors to the City Council. The vote was the following:

Ayes: Director John Ellisor, Director Sally Branson, Director Trish Hanks, Vice Chair Joe Matranga, Director Robert J. Griffon and Secretary Brent Erenwert

Nays: None.

Other: Chair Mike Foreman (Absent)

The item passed unanimously.

Mayor Pro Tem Matranga then noted that, they, as the City Council, had received the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Friendswood that had just been /adopted by the Board of Directors.

9. CITY COUNCIL - CONSENT

A motion was made by Councilmember Hanks and seconded by Councilmember Ellisor to the vote the City Council Consent Agenda, Items 9.A., and 9.B. The vote was as follows:

Ayes: Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None.

Other: Mayor Mike Foreman (Absent)

- A. Consider an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Friendswood.**
- B. Consider approving the Development Agreement by and between Castle Biosciences, Inc., Reinvestment Zone Number Two, City of Friendswood, and the City of Friendswood.**

10. ADJOURNMENT

With there being no further business, Mayor Pro Tem Matranga adjourned the September 23, 2024, Joint Meeting of the City Council and the Reinvestment Zone Number Two, City of Friendswood at 6:30 P.M.

Joe Matranga, Mayor Pro Tem

Attest:

Leticia Brysch, City Secretary

Joe Matranga, Vice Chair

Attest:

Leticia Brysch, City Secretary