



**CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 3, 2025, 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 March 7, 2025, as Westwood 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

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

7. SPECIAL RECOGNITION AND ACKNOWLEDGMENTS

- A. Present the City of Friendswood Five Star Spirit Award for the Fourth Quarter of 2024 to Daniel Franks, a Senior Sign Technician in the Public Works Department.

8. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Planning and Zoning Commission Annual Report.
B. Receive the Zoning Board of Adjustments Annual Report.

9. WORK SESSION TOPIC

- A. Receive a presentation on the City of Friendswood Master Drainage Plan Study Goals.

10. CITY MANAGER'S REPORT

- A. Present an update regarding the City's Touch-A-Truck and Winter Weather Event that was held on Saturday, February 8, 2025.
B. Present an update regarding the City's Finance Department receiving their 22nd GFOA Distinguished Budget Presentation Award.

- C. Recognize Engineering Director, Jil Arias, for serving as a panelist for a discussion on Coastal City/Authority Resiliency at the 2025 Water Environment Association of Texas (WEAT) Half-Day Seminar on February 13, 2025.
- D. Recognize Director of Community Development/Planner Aubrey Harbin, for being a presenter at the City Planner Panel hosted by Stewart Title League City on February 19, 2025.
- E. Recognize GIS Manager Diana Lopez for being selected to participate as a panelist at the TAGITM conference in Lewisville, Texas on February 27, 2025.
- F. Recognize the Friendswood Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2024.
- G. Highlight the upcoming "Camelot Beckons" Friends of the Library Gala scheduled for Saturday, March 8, 2025.
- H. Highlight the upcoming Youth Sports Day event scheduled for Saturday, March 29, 2025.

11. DISANNEXATION OF UNIMPROVED PROPERTY AND PORTIONS OF FM 528

- A. Conduct a public hearing concerning the proposed the proposed disannexation of (i) approximately 130 acres located along FM 528 at the easternmost city limits, being out of the Thomas Choate League, Abstract 12; the August Whitlock Survey, Abstract 793; the Robert Wilson Survey, Abstract 88; and the John Dickinson Survey, Abstract 15, Friendswood, Harris County, Texas and (ii) portions of FM 528 located adjacent thereto and extending eastward approximately 0.67 miles.
- B. Consider on first reading an ordinance disannexing (i) approximately 130 acres located along FM 528 at the easternmost city limits, being out of the Thomas Choate League, Abstract 12; the August Whitlock Survey, Abstract 793; the Robert Wilson Survey, Abstract 88; and the John Dickinson Survey, Abstract 15, Friendswood, Harris County, Texas and (ii) portions of FM 528 located adjacent thereto and extending eastward approximately 0.67 miles.
- C. Consider an Interlocal Agreement with the City of League City for Friendswood to disannex and for League City to annex (i) approximately 130 acres located along FM 528, Harris County, Texas, at the easternmost limits of the Friendswood and (ii) portions of FM 528 located adjacent thereto and extending eastward approximately 0.67 miles therefrom.

12. FALLING LEAF RANCH PUBLIC IMPROVEMENT DISTRICT

- A. Consider authorizing the Professional Services Payment Agreement with JMK5 Falling Leaf, LLC, for expenses associated with a public improvement district and a tax increment reinvestment zone concerning approximately 117.506 acres of land located within Reinvestment Zone Number Two, City of Friendswood.
- B. Consider authorizing an Agreement for a Public Improvement District and Tax Increment Reinvestment Zone Administration Services with P3Works LLC, for a proposed development within Reinvestment Zone Number Two, City of Friendswood.
- C. Consider a resolution accepting the Falling Leaf Ranch Public Improvement District Petition concerning approximately 117.506 acres located southeast of Stonewall Pass Lane, southwest of Baker Road, northeast of Janet Lane, and northwest of Wilderness Trails, Friendswood, Galveston County, Texas, and calling a public hearing on the advisability of the proposed improvements.
- D. Consider authorizing a Development Agreement with JMK5 Falling Leaf LLC, for the Falling Leaf Ranch Development.

13. PROPOSED ORDINANCES & RESOLUTIONS

- A. Consider on the second and final reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update fees for "Buildings and Building Regulations," "Peddlers, Solicitors, Canvassers and Itinerant Vendors," "Wrecker Service Towing Fees," and "Credit Card Payment Processing Convenience Fees."
- B. Consider on the second and final reading an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 4 "Community and Economic Development Committee," Section 2-41(b) "Membership" of the Friendswood City Code to add two new positions to the committee and establishing terms of office for the newly created positions in order to effectively stagger the terms of the Committee's members.
- C. Consider an ordinance authorizing the issuance and sale of the City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025; providing for the security of the bonds; authorizing the execution and delivery of a paying agent/registrar agreement; approving an official statement; and enacting other provisions relating to the subject.
- D. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment VI" and providing for supplemental appropriation and/or transfer of certain funds.

14. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember 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 adopting an electronic signature policy for the City of Friendswood.
- B. Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.
- C. Consider a resolution authorizing funding for the Harris County Precinct 2 Partnership Application for the Bay Area Boulevard Rehabilitation & Subgrade Stabilization Study.
- D. Consider a resolution authorizing funding for the Harris County Precinct 2 Partnership Application for the Lift Station No. 27 Capacity Expansion Project.
- E. Consider a resolution adopting the City of Friendswood Parks and Trails Master Plan.
- F. Consider a resolution suspending the April 19, 2025, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, to implement interim GRIP rate adjustments in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas for gas utility investments in 2024.
- G. Consider declaring an emergency and authorizing the City Manager to negotiate and enter into a construction contract to address certain outstanding matters associated with the Blackhawk Boulevard Reconstruction Phase II Repackage B Project.
- H. Consider authorizing the purchase and installation of three (3) traffic cabinets along Sunset Drive from Paradigm Traffic Systems, Inc., through the BuyBoard.
- I. Consider accepting the 2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs & Mitigation Project and authorizing the commencement of the contractor's one-year maintenance period.

- J. Consider accepting the 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs & Mitigation Project and authorize the commencement of the contractor's one-year maintenance period.
- K. Consider accepting the Fire Station No. 2 Reconstruction and Training Field Upgrades Project and authorizing the commencement of the contractor's one-year maintenance period.
- L. Consider accepting the Red Ball Oxygen Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.
- M. Consider ratifying the City Manager's signature and authorizing the emergency purchase of two new 45HP pumps for Lift Station No. 2.
- N. Consider ratifying the City Manager's signature and approving a Request for Consent and Authorization of Proposed Modifications by American Tower on behalf of AT&T Mobility, to the installation of equipment at the Communications Facility located at 1606 Whitaker Drive, Friendswood, Texas, 77546-5403.
- O. Consider authorizing a contract with the Friendswood Historical Society for the maintenance and preservation of historical sites in the City.
- P. Consider authorizing a Grant Administration Services Agreement with GrantWorks, Inc., for compliance and management services associated with the American Rescue Plan Act Grants (RFP 2025-01).
- Q. Consider appointing Jeff Smith to the Construction Board and Adjustment and Appeals to complete an unexpired term effective immediately and ending on June 30, 2026.
- R. Consider approving the ad valorem tax report for January 2025.
- S. Consider approving the minutes of the City Council Regular Meeting held on February 3, 2025.

15. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Cause No. 18-CV-0108; *Tostado v. City of Friendswood*, in the 122nd Judicial District Court, Galveston County, Texas.

16. 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 TTY 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 28th day of February 2025, at 5:30 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: March 3, 2025

Date submitted: 12/02/2024

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

Subject: Consider a proclamation declaring March 7, 2025, as Westwood 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 Westwood Elementary to participate in the Kid's Council in order to declare March 7, 2025, as Westwood Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Proclamation - Westwood Elementary Day

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 March 7, 2025, as

WESTWOOD ELEMENTARY DAY

WHEREAS, Westwood 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 Westwood 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 Westwood Elementary is dedicated to providing the children of Westwood Elementary with a quality education in a safe environment; and

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

NOW, THEREFORE, I, Mike Foreman, the Mayor of the City of Friendswood, do hereby proclaim March 7, 2025, as

WESTWOOD 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 March, 2025.




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: March 3, 2025

Date submitted: 02/11/2025

Prepared by: Glenda Faulkner, Director of Communications

Subject: Present the City of Friendswood Five Star Spirit Award for the Fourth Quarter of 2024 to Daniel Franks, a Senior Sign Technician in the Public Works Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

While out assessing a signal cabinet at the intersection of Castlewood and Sunset, a citizen lost a heavy toolbox out of the back of his truck bed. The elderly gentleman pulled over to retrieve it but required a cane and had braces on both knees. The man was trying to walk back out into the middle of the intersection to get his toolbox.

Daniel saw the incident and told the gentleman to wait by his truck and he would get it for him. The intersection was busy and the box was bulky and heavy. It would have been a very unsafe situation for the man to try to retrieve the box.

Daniel returned the box and helped the man secure the box in the back of the truck.

Daniel is the Senior Sign Tech in the Public Works department and has been with the City Since June of 2024.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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: March 3, 2025

Date submitted: 12/02/2024

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

Subject: Receive the Planning and Zoning Commission Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The detailed report of P&Z actions for 2024 is attached, as well as a summary report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. 2024 Summary of P&Z Actions
- 2. PZ Activity Report 2024
- 3. Planning Zoning Commission 2024 Annual Report

2024 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
1/25/2024	Site Plan Amendment	104 Whispering Pines Ave - façade change	Approved	1/25/2025	n/a
2/22/2024	Site Plan	Riverstone Montessori - 1610 West Blvd	Approved	2/22/2025	n/a
3/14/2024	Recommendation	Zone Change Request at 2600 S Friendswood Dr from SFR to CSC	Positive Recommendation	n/a	PZ PH 3-14-2024 CC PH & 1st Reading 4-1-2024 Ordinance 2024-10
3/14/2024	Georgetown Master Plan	Amended Master Plan for Georgetown Subdivision	Approved	3/14/2026	n/a
3/14/2024	Site Plan	Friendswood Scoop Shop - 901 S Friendswood Dr	Approved	3/14/2025	n/a
3/28/2024	Preliminary Plat	Friendswood City Center	Approved	9/28/2024	n/a
4/11/2024	Short Form Final Plat	Sedora Acres	Approved	4/11/2025	n/a
4/11/2024	Preliminary Plat	Zeller Estates	Approved	10/11/2024	n/a
4/11/2024	Preliminary Plat	Sherry Lane Street Dedication	Approved	10/11/2024	n/a
4/11/2024	Preliminary Plat	Georgetown Section 1	Approved	10/11/2024	n/a
4/11/2024	Preliminary Plat	Castle Narnia Way	Approved	10/11/2024	n/a
4/11/2024	Preliminary Plat	AJ Estates	Conditionally Approved	n/a	n/a
4/11/2024	Preliminary Plat	Friendswood Trails Section 5	Conditionally Approved	n/a	n/a
4/11/2024	Recommendation	Zone Change Request for 5.6761 acres in the 1900 block of W Parkwood Ave from SFR to NC	Positive Recommendation	n/a	PZ PH 4-11-2024 CC PH & 1st Reading 5-06-2024 Ordinance 2024-12
5/9/2024	Final Plat	Castle Narnia Way	Approved	5/9/2025	n/a
5/9/2024	Final Plat	Zeller Estates	Approved	5/9/2025	n/a
5/9/2024	Recommendation	Zone Change Request for 4201 and 4209 FM 528 to change from PUD to CSC/SUP #8131 for Clear Creek Community Church	Positive Recommendation	n/a	PZ PH 5-09-2024 CC PH & 1st Reading 6-03-2024 Ordinance 2024-16
6/13/2024	Recommendation	Zone Change Request for 3111 W Parkwood Ave to allow SUP #237 Heavy and civil engineering construction (underlying zoning to remain BP)	Positive Recommendation	n/a	PZ PH 6-13-2024 CC PH & 1st Reading 7-1-2024 Ordinance 2024-19
6/27/2024	Preliminary Plat	AJ Estates	Approved	12/27/2024	n/a
6/27/2024	Preliminary Plat	Friendswood Trails Section 5	Conditionally Approved	n/a	n/a
7/11/2024	Recommendation	Zone Change Request for 650 and 800 N Friendswood Dr, The Belmont, from CSC to PUD	Positive Recommendation	n/a	PZ PH 7-11-2024 CC PH & 1st Reading 8-5-2024 Ordinance 2024-21
8/8/2024	Final Plat	Goodwin Estate	Approved	8/8/2025	n/a

2024 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
8/8/2024	Recommendation	Zoning Ordinance Amendment - Replacement of Official Zoning Map	Positive Recommendation	n/a	PZ PH 8-8-2024 CC PH & 1st Reading 9-2-2024 Ordinance 2024-26
8/8/2024	Recommendation	Zoning Ordinance Amendment - Section 3 Official Zoning Map and Section 9 SUPs	Postponed	n/a	PZ PH 8-8-2024 CC PH & 1st Reading 9-2-2024 Ordinance 2024-27
9/12/2024	Final Plat	AJ Estates	Approved	9/12/2025	n/a
9/12/2024	Preliminary Plat	Sterling Falls Wedding Venue	Approved	3/12/2025	n/a
9/12/2024	Preliminary Plat	Friendswood Trails Section 5B	Approved	3/12/2025	n/a
10/10/2024	Final Plat	Sterling Falls Wedding Venue	Approved	10/10/2025	n/a
10/10/2024	Recommendation	Vacate a 10-foot public water line easement in Joyful Park Subdivision	Positive	n/a	PZ PH 10-10-2024 CC PH & 1st Reading 11-4-2024 Ordinance 2024-35
10/10/2024	Extension	Georgetown Section 1 Preliminary Plat	Approved	4/10/2025	n/a
10/10/2024	Extension	Sherry Lane Preliminary Plat	Approved	4/10/2025	n/a
10/24/2024	Replat	Monte Bello Block 2 Lot 12	Approved	4/10/2025	n/a
10/24/2024	Site Plan	Castle Biosciences - 1500 W Parkwood Ave	Approved	10/24/2025	n/a
11/18/2024	Final Plat	Friendswood Trails Section 3A-4A	Approved	11/18/2025	n/a
11/18/2024	Final Plat	Friendswood Trails Section 4B-5A	Approved	11/18/2025	n/a
11/18/2024	Site Plan	Hardball Academy - 2907 W Parkwood Ave	Approved	11/18/2025	n/a
11/18/2024	Preliminary Plat	Laurel Park Friendswood III	Conditionally Approved	n/a	n/a
12/12/2024	Preliminary Plat	Georgetown Blvd Phase 2	Approved	6/12/2025	n/a
12/12/2024	Preliminary Plat	Sherry Lane Phase 2	Approved	6/12/2025	n/a
12/12/2024	Preliminary Plat	Laurel Park Friendswood III	Approved	6/12/2025	n/a

Final Approval Totals:

Commercial Site Plans - 4

Commercial Site Plan Amendments & Extensions - 1

Preliminary Plats - 11

Preliminary Plat Extensions - 2

Final Plats/Replats - 9

Final Plat Extensions - 0

Total Recommendations to City Council:

Zone Changes - 5

Ordinances - 3

Resolutions - 0

2024 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
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Vacating Plat - 0
Master Plan - 1
Conditional Plat Approvals - 3



Summary of Actions

(Detailed spreadsheet attached)

- 16 Meetings
- 11 Preliminary Plats; 2 Extensions
- 9 Final Plats/Replats; 0 Extensions
- 4 Commercial Site Plans; 1 Amendments/Extensions
- 5 Zone Change recommendations
- 3 Ordinance and 0 Resolution Recommendations
- 1 Master Plan – approved amendments to Georgetown Subdivision Master Plan
- 0 - Vacate ROW/Easement recommendations

Accomplished:

Ordinance/Resolutions Recommendations:

- Replaced official zoning map
- Amended Zoning Ordinance: Section 3 regarding the official zoning map and Section 9 regarding SUPs
- Parking Recommendation to City Council for Ad Hoc Subcommittee
- Amended Rules of Procedure with minor changes

Workshops/Other Accomplishments

- Mobile vendors
- LED window lighting removed from all businesses with the help of Code Enforcement

Ongoing projects/To Do List:

- Continue work with City Council to update the Comprehensive Plan
 - Update list of related master plans and progress on updates to those plans.
 - Establish review and update procedures for the future.
 - Update Major Thoroughfare Plan.
- Review/update Zoning Ordinance:
 - Add missing sections.
 - Review accessory structure regulations and definition of principle structures.
 - Amend section pertaining to special events, outdoor sales, and farmers markets.
- Monitor development along FM 528 – consider possibilities such as micro zoning and review uses currently allowed along FM 528
- Review/recommend updates to the Design Criteria Manual regarding Downtown District Amenities – Appendix E.
- Review planning topics and determine if ordinances are necessary in relation to drones and aerial taxis.
- Monitor Texas Legislative Session changes.

City of Friendswood Planning & Zoning Commission 2024 Review

Staff Support

Becky Bennett
Aubrey Harbin
Karen Horner

Commissioners

Tom Hinckley – 4.5 years
Marcus Rives – 2.5 years
Travis Mann – 4 years
Brian Bounds – 2.5 years
Marsha Conrad – 2 years
Willie Anderson – 1 year
Stacey Phillips – new
commissioner

Council Liaisons

Trish Hanks
Joe Matranga, alternate

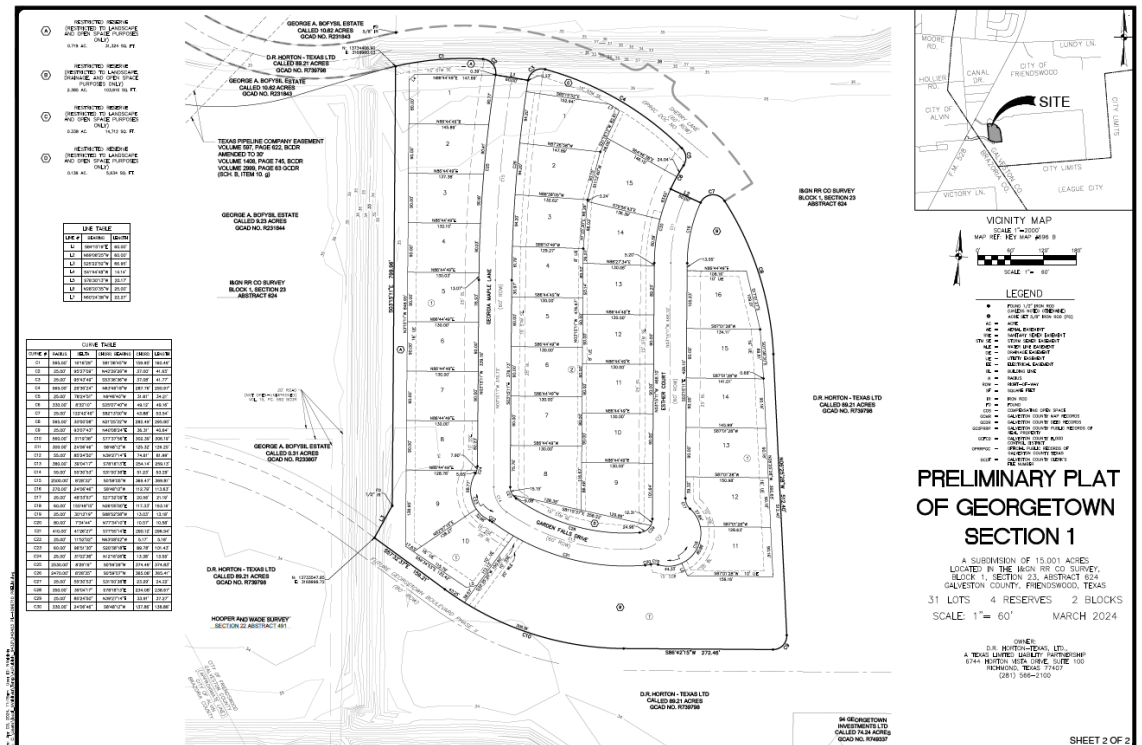
2024 P&Z Actions Taken – Plats

◆ **Approved 11 Preliminary Plats**

- ❖ Friendswood City Center
- ❖ Zeller Estates
- ❖ Sherry Lane Street Dedication
- ❖ Georgetown Section 1
- ❖ Castle Narnia Way
- ❖ AJ Estates
- ❖ Friendswood Trails Section 5
- ❖ Sterling Falls Wedding Venue
- ❖ Laurel Park Friendswood III
- ❖ Georgetown Blvd 2
- ❖ Sherry Lane Street Dedication Phase 2

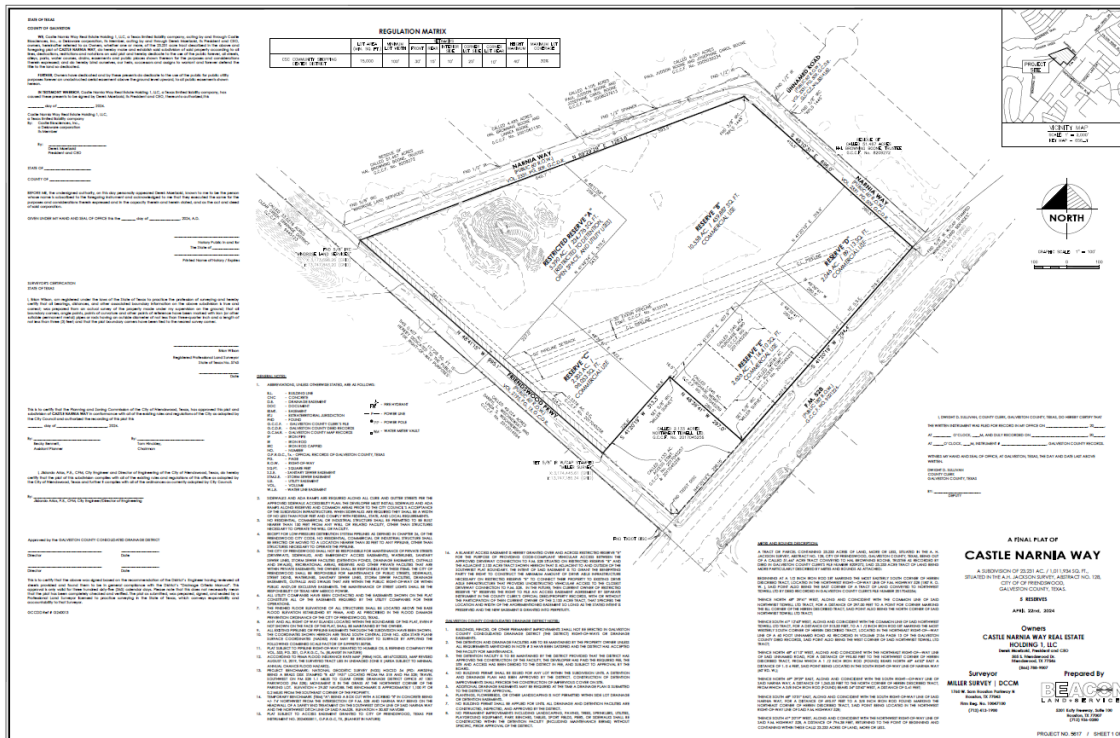
◆ **Approved 2 Preliminary Plat Extensions**

- ❖ Georgetown Section 1
- ❖ Sherry Lane Street Dedication



2024 P&Z Actions Taken – Plats

- ◆ Approved 9 Final Plats / Replats
 - ◆ Sedora Acres
 - ◆ Castle Narnia Way
 - ◆ Zeller Estates
 - ◆ Goodwin Estate
 - ◆ AJ Estates
 - ◆ Sterling Falls Wedding Venue
 - ◆ Monte Bello Bock 2 Lot 12
 - ◆ Friendswood Trails Section 3A-4A
 - ◆ Friendswood Trails Section 4B-5A



2024 P&Z Actions Taken – Commercial Site Plans

◆ 4 Site Plans Approved

- ❖ Riverstone Montessori
- ❖ Friendswood Scoop Shop
- ❖ Castle Biosciences
- ❖ Hardball Academy



◆ 1 Amendment / Extension

- ❖ 104 Whispering Pines Ave – façade change



Zone Changes & Master Plans

◆ Developed Recommendations on 5 Zoning Changes

- ❖ 2600 S Friendswood Dr from SFR to CSC (P)
- ❖ 5.6761 acres in the 1900 block of W Parkwood Ave from SFR to NC (P)
- ❖ 4201 & 4209 FM 528 from PUD to CSC/SUP #8131 for Clear Creek Community Church (P)
- ❖ 3111 W Parkwood Ave to allow SUP #237 Heavy and civil engineering construction (Underlying zoning to remain BP) (P)
- ❖ 650 & 800 N Friendswood Dr, The Belmont, from CSC to PUD (P)

■ Master Plan Amendment

- Georgetown Subdivision

Ordinance Changes

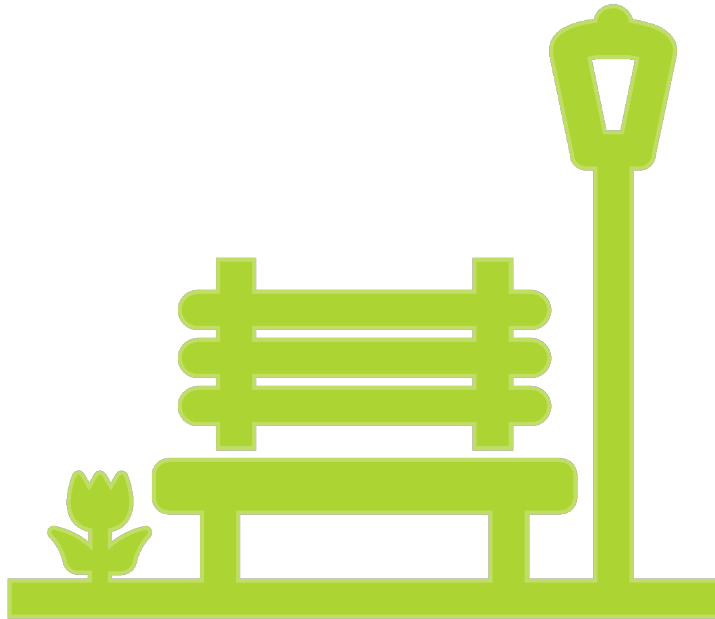
- ◆ Developed Recommendations on 3 Ordinance Changes and 0 Resolutions
 - ◆ Zoning Ordinance Amendment – Replacement of Official Zoning Map (P)
 - ◆ Zoning Ordinance Amendment – Section 3 Official Zoning Map and Section 9 SUP's (P)
 - ◆ Vacate a 10-foot public water line easement in Joyful Park Subdivision (P)



Key 2024 P&Z Activities

- ◆ Held 16 Commission meetings (16 in 2023), 1 Retreat and numerous subcommittee meetings.
- ◆ Replaced the official zoning map and updated the procedure for updating the map.
- ◆ Amended Zoning Ordinance: Section 3 regarding the official zoning map and Section 9 regarding SUP's.
- ◆ Provided a Recommendation to City Council following the Parking Ad Hoc Subcommittee.
- ◆ Amended the Planning and Zoning Commission Rules of Procedure w/ minor changes.
- ◆ Discussed the possibilities of allowing mobile vendors with Council; decided against this.
- ◆ LED window lighting removed from all businesses w/ help of Code Enforcement.
- ◆ Two commissioners attended the APA Texas Conference.
- ◆ Held a retreat to establish and prioritize goals for the Commission.

Planning & Zoning's Key 2025 Projects



- ◆ Continue working with Staff and City Council to update the Comprehensive Plan
- ◆ Zoning Ordinance – incorporate missing sections and update as necessary
 - Commercial Activities - Special events, outdoor sales – review regulations and definitions
 - Accessory structures – review regulations and definitions
- ◆ Monitor development along FM 528 – consider possibilities such as micro zoning and review uses currently allowed along FM 528
- ◆ Review/recommend updates to the Design Criteria Manual regarding Downtown District Amenities – Appendix E
- ◆ Review planning topics and determine if ordinances are necessary in relation to drones and aerial taxis
- ◆ Monitor Texas Legislative Session changes
- ◆ Training on various planning related topics to be determined

Any Questions
or
Comments?

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 12/02/2024

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

Subject: Receive the Zoning Board of Adjustments Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The 2024 annual report for the Zoning Board of Adjustment (ZBOA) is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. 2024 ZBOA Annual Report



Zoning Board of Adjustment Annual Report

To: Mayor and City Council
From: Philip Ratisseau, Zoning Board of Adjustment Chair
Glen Grayban, Zoning Board of Adjustment Vice-Chair
Date: March 2025
Re: 2024 Zoning Board of Adjustment Activity

Below is a summary of the two meetings held by the Zoning Board of Adjustment in 2024:

APRIL 23, 2024

Administrative meeting to amend Rules of Procedure

DECEMBER 17, 2024

5423 Appleblossom Lane – 2-foot encroachment of the required 10-foot rear setback and .8-foot encroachment of the required 5-foot side yard setback

Variance request approved unanimously 5 to 0.

904 Longleaf – variance to allow an attached accessory structure to be built closer than 5-feet to the main structure.

Variance request approved unanimously 5 to 0.

HISTORICAL PERSPECTIVE:

Year	Number of ZBOA Cases
2024	2
2023	0
2022	2
2021	2
2020	6*
2019	0
2018	9*
2017	2

2016	5
2015	3
2014	3
2013	1
2012	4

* Multiple requests for same address

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: March 3, 2025

Date submitted: 02/06/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Receive a presentation on the City of Friendswood Master Drainage Plan Study Goals.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is initiating a Master Drainage Plan to develop a comprehensive, data-driven approach to addressing flood risk and improving storm water management throughout the city. The plan will evaluate existing drainage infrastructure, identify areas of concern, and establish long-term strategies for flood mitigation and system resiliency.

This presentation will outline the study's key objectives, methodology, and expected deliverables. The primary goals of the Master Drainage Plan include:

- Assessing Current Drainage Conditions: Evaluating existing drainage systems, flood-prone areas, and historical flood events.
- Identifying Critical Improvements: Prioritizing drainage projects to enhance flood control and reduce risk.
- Developing a Data-Driven Plan: Utilizing hydrologic and hydraulic modeling to guide decision-making.
- Enhancing Coordination: Collaborating with regional partners, including the Galveston County Consolidated Drainage District (GCCDD), Harris County Flood Control District (HCFCD), and other stakeholders.
- Establishing a Funding Strategy: Exploring funding mechanisms, including grants and partnerships, to support future drainage improvements.

The presentation will also provide an update on the program management approach, consultant involvement, and anticipated timeline for plan development.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A representative from Halff and Associates, Inc. will provide City Council with a presentation of the City of Friendswood Master Drainage Plan Study Goals.

RECOMMENDATIONS

ATTACHMENTS

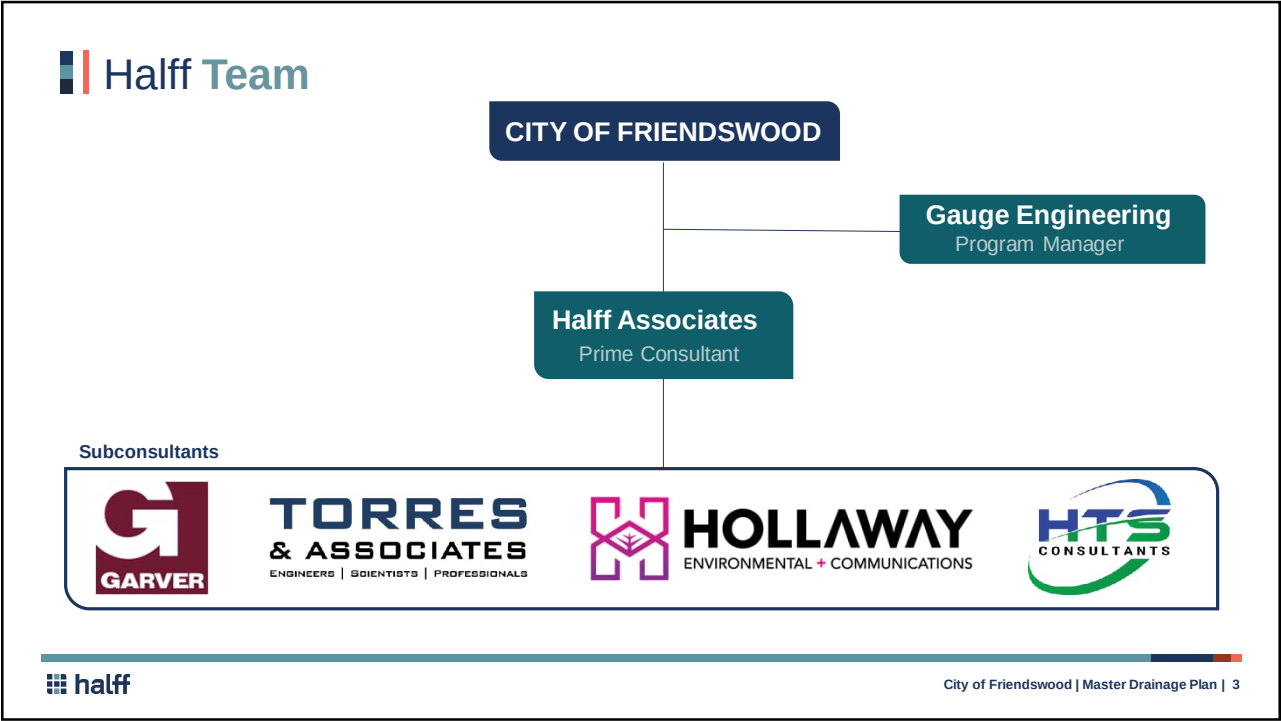
1. Master Drainage Plan Study Goals Presentation



1



2



MDP Vision

MDP is a dynamic roadmap for current and future planning

Collaboration will drive shared investment and ultimate success

Effective engagement with stakeholders and public will be critical

Identify targeted solutions tailored to Friendswood’s specific goals and needs

Outline a clear path towards implementation considering design challenges and funding

Reduce flood risk and improve resilience within the City by:

1. Assessing areas of high existing and future risk

2. Identifying drainage improvement projects

3. Outlining project funding and implementation strategies

halff

City of Friendswood | Master Drainage Plan | 5

5

MDP Outcomes

Project recommendations (small, medium, large) – looking at regional and local solutions

Flood risk information for emergency management and flood awareness

Roadmap for continued City planning

Centralized database of information for City’s use

halff

City of Friendswood | Master Drainage Plan | 6

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Final

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Project Study Area

▪ 20.7 mi² study area

▪ 9 different sub watersheds

▪ 2 major receiving channels

▪ Clear Creek influence

▪ Offsite flow effect

The map displays the project study area, which is outlined in red. It is divided into several sub-watersheds, each color-coded: Halls Road Ditch (pink), Turkey Creek (light blue), Tributary 0.16 to Turkey Creek (light blue), Cedar Gully (light blue), Marys Creek (light blue), Cowart Creek (light blue), Clear Creek (light blue), Chigger Creek (light green), and Dickinson Bayou (light brown). The map also shows major roads like I-10 and I-45, and nearby cities like Pearland and League City.

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City of Friendswood | Master Drainage Plan | 7

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Project Task Overview

1. Community Outreach

2. Study Coordination & Project Management

3. Data Collection

4. Base Model Development

5. Project Development

6. Drainage Criteria Update

7. Flood Risk Web Map

8. Study Documentation

Phase 1

Phase 2

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City of Friendswood | Master Drainage Plan | 8

8

Final

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4

1. Community Outreach

- Develop Citizen Action and Communication Plans
- Create and manage stakeholder database
- Create project website, surveys, and key messaging materials

- City Council Presentation (Study Goals and Deliverables)
- 1st Public Meeting (Existing Conditions Analysis Overview)
- 2nd Public Meeting (Project Recommendations Overview)



City of Friendswood | Master Drainage Plan | 9

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2. Study Coordination and Management



City Coordination

- Discuss progress and decisions
- Facilitate workshops



Stakeholder Coordination

- Provide study updates
- Collect relevant information



Internal Team Coordination

- Discuss technical issues
- Monitor project performance



City of Friendswood | Master Drainage Plan | 10

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Final

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3. Data Collection

Compile and review collected information

Identify missing pieces and perform site visits

Prepare central GIS database of collected information

City of Friendswood | Master Drainage Plan | 11

11

4. Model Development

Complete City-wide assessment of existing and future risk

Assess riverine and urban flooding through updated modeling

Model incorporates channels, overland flow, and storm sewer systems

Develop updated model based on collected data

Calibrate base model to 3 historical storm events

Develop future conditions modeling

Summarize problem areas, key flooding issues, flood risk exposure, and LOS

City of Friendswood | Master Drainage Plan | 12

12

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City of Friendswood | Master Drainage Plan | 13

13

City of Friendswood | Master Drainage Plan | 14

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7. Flood Risk Web Map

- Develop flood risk GIS database
- Develop and test web map
- Provide training support

Web Map Contents

- Parcel and land use data
- Previous project studies/plans
- Existing drainage infrastructure
- Effective floodplains
- Inundation extents and depths
- Existing and future flood risk data
- Flood risk reduction projects



City of Friendswood | Master Drainage Plan | 15

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8. Study Documentation

- Create comprehensive, well-organized, and useful document
- Highlight recommendations and provide factsheet summaries
- Include other flood risk information that is helpful for planning

Main Report

- Narrative
- Figures/tables

Supporting Documents

- Exhibits
- Appendices

Other Products

- Factsheets
- Mapping



City of Friendswood | Master Drainage Plan | 16

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Study Deliverables

MDP Report

Comprehensive summary of project and findings

Include necessary exhibits and appendices

Digital Files

Organized compilation of all model files (input/output)

GIS databases and map packages included

Web Map

Can have internal and external components

Useful tool to collect input and share project story

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City of Friendswood | Master Drainage Plan | 17

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Project Schedule

Task	2025												2026				
	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	
1. Community Outreach		CC						PM #1					PM #2				
2. Coordination & Project Management	KO			SM						SM				SM		PC	
3. Data Collection																	
4. Model Development						EC											
5. Alternative Development								AC				RP					
6. Drainage Criteria Update																	
7. Flood Risk Web Map																	
8. Study Documentation														DR		FR	

KO

Kickoff meeting

EC

Existing Conditions Workshop

SM

Stakeholder Meeting

AC

Alternative Concepts Workshop

RP

Recommended Projects Workshop

CC

City Council Presentation - Study Goals/Data Collection

PM #1

Public Engagement Meeting #1 - Existing Conditions Presentation

PM #2

Public Engagement Meeting #2 - MDP Recommendations Presentation

DR

Draft Report Submittal

FR

Final Report Submittal

PC

Project Closeout

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City of Friendswood | Master Drainage Plan | 18

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/04/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Present an update regarding the City's Touch-A-Truck and Winter Weather Event that was held on Saturday, February 8, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will present an update regarding the City's Touch-A-Truck and Winter Weather Event that was held on Saturday, February 8, 2025, from 11:00 a.m. to 1:00 p.m.

Touch a Truck is a free event at Renwick Park for folks in and out of the Friendswood area that allows people to interact with all different types of trucks, such as emergency vehicles, excavators, cyber trucks, a crane, other types of lifted/ work trucks. They held a sensory hour with no sirens so that those with disabilities could still attend from 10:00 to 11:00 a.m. Two food vendors were on site due to the timing of the event and trucks performed demonstrations throughout the day, with the Jaw of Life Demonstration being held around 1:30 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/13/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Present an update regarding the City's Finance Department receiving their 22nd GFOA Distinguished Budget Presentation Award.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has received the Government Finance Officers Association's Distinguished Budget Presentation Award for the Fiscal Year 2024 - 2025 adopted budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The award represents a significant achievement by the City. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. Budget documents must be rated "proficient" by serving as 1) a policy document, 2) a financial plan, 3) an operations guide and 4) a communications device.

This is the 22nd consecutive year the City has received this award.

We would like to recognize the efforts of Rhonda Boskas, Director of Finance, Jennifer Walker, Deputy Director of Finance, Andree Calhoun, Budget Manager, and Madeleine Mounir, Financial Analyst. We would also like to recognize the Budget Team, the Accounting staff, the entire Finance Department. Their cumulative efforts enable us to achieve this award.

RECOMMENDATIONS

N/A

ATTACHMENTS

1. GFOA Budget Award



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Friendswood
Texas**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morill

Executive Director

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/18/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize Engineering Director, Jil Arias, for serving as a panelist for a discussion on Coastal City/Authority Resiliency at the 2025 Water Environment Association of Texas (WEAT) Half-Day Seminar on February 13, 2025.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recognize Engineering Director, Jil Arias, for serving as a panelist for a discussion on Coastal City/Authority Resiliency at the 2025 Water Environment Association of Texas (WEAT) Half-Day Seminar on February 13, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2025 Half Day Seminar+ Program

GOLD SPONSORS



SILVER SPONSORS

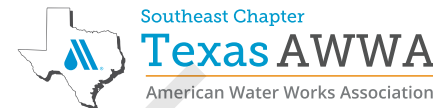


BRONZE SPONSORS



2025 HALF-DAY SEMINAR+

HOSTED BY



TITLE SPONSORS



Thursday, February 13, 2025 | 7:30am - 3:30pm

The Ballroom at Bayou Place, Houston, Texas

Stephen Kelly, President, WEAT SE Section

Larry Sims, President, SE Chapter TAWWA

Jonathan Howard, Vice President, SE Chapter TAWWA

2025 HALF-DAY SEMINAR+ AGENDA

- 7:30 - 8:30 Registration, Breakfast and Networking
- 8:30 - 9:00 Opening Remarks and Houston Water Update
Greg Eyerly, Director, *Houston Water*
- 9:00 - 9:25 Corpus Christi Desal Update
Drew Molly, PE, Chief Operating Officer, *CCW*
- 9:25 - 9:35 Texas Section AWWA Update
Daniel Nix, Executive Director, *Texas Section AWWA*
- 9:35 - 9:45 Networking Break
- 9:45 - 9:50 EOY/YEOY Recognition
- 9:50 - 10:15 San Jacinto River Authority Update
Bret Raley, Lake Conroe Division Manager, *SJRA* and
David Sidney, Lake Conroe O&M Manager, *SJRA*
- 10:15 - 10:40 Legislative Update
Julie Nahrgang, Executive Director, *WEAT*
- 10:40 - 10:50 WEAT Update
Julie Nahrgang, Executive Director, *WEAT*
- 10:50 - 11:05 Networking Break

11:05 - 11:45 Contractor Panel

- Russell Schulze, PE, Project Director, *McCarthy*
- Nathan Hillard, DBIA, Vice President Collaborative Delivery, *Wharton-Smith*
- Chitra Foster, PE, DBIA, Regional Manager, *Burns & McDonnell*
- Colin Bunker, PE, Project Manager, *Kiewit*
- Moderated by Connie Curtis, Director of Technical and Operational Services, *SJRA*

- 11:45 - 12:10 Networking Break, Prepare for Lunch

12:10 - 12:30



Keynote Speaker

Randy Macchi, Director, *HPW*

- 12:30 - 12:55 SE TAWWA New Officers Inauguration

Jonathan Howard, PE, Sr. Vice President, *WSP*

- 12:55 - 1:15 City of Pearland Barry Rose WWTP

Jeff Peters, Principal Engineer, *Ardurra* and
David Sohns, Director of Utilities, *COP*

1:15 - 1:55 Coastal City/Authority Resiliency Panel

- Benjamin Lirette, Water Treatment Compliance Manager, *City of Galveston*
- Robert Upton, PE, District Engineer, *GCWA*
- Jil Arias, PE, CFM, Director of Engineering, *City of Friendswood*
- Moderated by Liz Hale, JD, LLM, CEO/General Manager, *GCA*

- 1:55 - 2:10 Networking Break

- 2:10 - 2:35 Integrated Water Resource Plan,
City of Sugar Land

Katie Clayton, PE, Director of Utilities, *City of Sugar Land*

- 2:35 - 3:00 El Paso - One Water

Scott Reinert, PE, PG, Water Resources
Manager, *El Paso Water Utilities*

Thank you speakers, sponsors and attendees!
Your support is appreciated.

Scan to
Provide
Feedback



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: March 3, 2025

Date submitted: 02/13/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize Director of Community Development/Planner Aubrey Harbin, for being a presenter at the City Planner Panel hosted by Stewart Title League City on February 19, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will recognize Director of Community Development/Planner Aubrey Harbin, for being a presenter at the City Planner Panel hosted by Stewart Title League City on February 19, 2025. This event will give local realtors an opportunity to hear about all the new things coming to Friendswood and the surrounding area.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. City Planner Panel Ad



City Planner
Panel!

WEDNESDAY
FEBRUARY
19TH
10-12 PM

AT JOHNNIE AROLFO CIVIC
CENTER

400 W WALKER ST., LEAGUE
CITY, TX 77573



Scan QR
Code to RSVP



AUBREY HARBIN HAS BEEN THE DIRECTOR OF COMMUNITY DEVELOPMENT SINCE 2018, WITH OVER 20 YEARS OF EXPERIENCE IN PLANNING AND DEVELOPMENT. SHE OVERSEES PLANNING, GIS, PERMITS, INSPECTIONS, AND CODE ENFORCEMENT, AND SUPPORTS ECONOMIC DEVELOPMENT INITIATIVES. AUBREY HOLDS A BA IN COMMUNICATION AND CERTIFICATIONS AS A PERMIT TECHNICIAN AND LEED ACCREDITED PROFESSIONAL. SHE AND HER HUSBAND, JEREMY, HAVE TWO ADULT SONS, A DAUGHTER-IN-LAW, AND A GRANDSON, AND ENJOY TRAVELING AND EXPLORING NEW CULTURES.



KRIS CARPENTER WAS RAISED IN SEABROOK, TEXAS, AND GREW UP IN AND AROUND LEAGUE CITY. KRIS PURSUED HIGHER EDUCATION AT TEXAS A&M UNIVERSITY - CORPUS CHRISTI, WHERE HE EARNED A BACHELOR'S DEGREE IN CRIMINAL JUSTICE, FOLLOWED BY A MASTER'S DEGREE IN PUBLIC ADMINISTRATION. WITH OVER 10 YEARS OF DEDICATED SERVICE WITH THE CITY OF LEAGUE CITY, KRIS HAS PLAYED AN INTEGRAL ROLE IN SHAPING THE COMMUNITY'S GROWTH AND DEVELOPMENT. CURRENTLY SERVING AS THE PLANNING DIRECTOR, KRIS LEADS INITIATIVES THAT BALANCE GROWTH WITH SUSTAINABILITY, ENSURING THAT LEAGUE CITY CONTINUES TO THRIVE AS GALVESTON COUNTY'S LARGEST CITY.

Join us for to hear from League City and Friendswood city
planning departments on future economic development!

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: March 3, 2025

Date submitted: 02/13/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize GIS Manager Diana Lopez for being selected to participate as a panelist at the TAGITM conference in Lewisville, Texas on February 27, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

GIS professionals from across Texas will hold the GIS Summit 2025 on Thursday, February 27, 2025, in Lewisville, Texas, for a day of insights, innovation, and collaboration. They will dive into the latest trends and advancements in Geographic Information Systems, network with industry leaders, and explore the dynamic intersection of GIS and IT.

Friendswood's GIS Manager Diana Lopez will be participating as a panelist at the TAGITM conference. Her contribution to the discussion is regarding how GIS is managed here in Friendswood under the Community Development Department rather than IT, which apparently is unique and works well!

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: March 3, 2025

Date submitted: 02/13/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize the Friendswood Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library has received the 2024 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association (TMLDA,) an affiliate of the Texas Municipal League. To successfully receive the Achievement of Library Excellence Award, the library must exhibit excellence by providing services to underserved and special populations, enhancing services, marketing in innovative ways, promoting cultural, topical, and educational programming, providing literacy support, providing summer reading clubs, pursuing collaborative efforts, supporting workforce development, providing for digital inclusion, and comprehensively training staff. Of the 542 public libraries in Texas, only 102 received this award in 2024. With this honor, Friendswood library is now in the top 19% of all public libraries in the state.

Congratulations to the Friendswood Library for their continued success!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Friendswood Public Library - TMLDA Congratulatory Letter
2. Friendswood Public Library - TMLDA Award Plaque
3. AOE Award Badge 2024



February 12, 2025

Matthew Riley
Friendswood Public Library
416 S. Friendswood Drive, Friendswood 77546

Dear Matthew Riley,

Congratulations to the Friendswood Public Library! On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2024 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 542 public library systems in Texas, your library is one of only 102 who have earned this year's award. With this honor, your library is now in the top 19% of all public libraries in the state.

We know you will want to proudly display your accolades, which include a congratulatory letter, a digital medal and an award template that can be used to order a plaque. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site or to a page displaying your accomplishment and/or completed application.

Again, congratulations on this accomplishment, and thank you for enriching the lives of your residents and providing your community with outstanding and innovative services.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Pfledderer".

Cynthia Pfledderer
President, Texas Municipal Library Directors Association





2024

**Achievement of Excellence in
Libraries Award**

Presented to:

**Friendswood
Public Library**



Awarded by

**Texas Municipal Library
Directors Association**



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: March 3, 2025

Date submitted: 02/04/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Highlight the upcoming "Camelot Beckons" Friends of the Library Gala scheduled for Saturday, March 8, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will highlight the upcoming "Camelot Beckons" Friends of the Library Gala scheduled for Saturday, March 8, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/18/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Highlight the upcoming Youth Sports Day event scheduled for Saturday, March 29, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Join us for Youth Sports Day on Saturday, March 29, at 9:00 AM, celebrating our youth baseball and softball seasons. The event kicks off with decorated floats from the youth baseball and softball teams, with families in attendance, parading down 2351 to Renwick Park. At the park, we will have a special ceremony to recognize the 50th anniversary of Renwick Park, with a certificate of recognition presented by Senator Mayes Middleton. Don't miss this exciting day honoring our young athletes, their families, and the community's beloved park!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 01/29/2025

Prepared by: Karen Horner, City Attorney

Subject: Conduct a public hearing concerning the proposed the proposed disannexation of (i) approximately 130 acres located along FM 528 at the easternmost city limits, being out of the Thomas Choate League, Abstract 12; the August Whitlock Survey, Abstract 793; the Robert Wilson Survey, Abstract 88; and the John Dickinson Survey, Abstract 15, Friendswood, Harris County, Texas and (ii) portions of FM 528 located adjacent thereto and extending eastward approximately 0.67 miles.

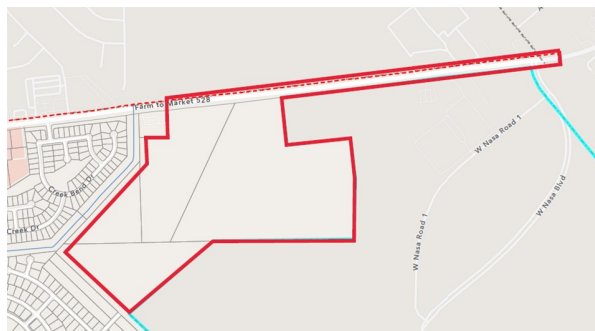
Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At this public hearing, all interested persons shall be heard regarding the proposed disannexation of approximately 130 acres of unimproved land located along FM 528, Harris County, Texas, at the easternmost limits of the Friendswood and portions of FM 528 (collectively the "Property").

A developer desiring to develop its property -- a portion of which is located in Friendswood and a portion of which is located in League City -- has approached both cities regarding the development of its property and the annexation/disannexation of the same. Given the property's location and developable layout, the cities of Friendswood and League City have negotiated a boundary agreement (similar to the one entered into in 2021 concerning the Avalon Development) wherein Friendswood will release property from its city limits and League City thereafter will annex such property. Additionally since, Friendswood's city limits do not include property on either side of portions of the FM 528 right-of-way, such property is also included in the proposed disannexation. The Property is depicted as follows:



Notice of this public hearing was posted on the City's notice board and in The Reporter News on February 12, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 01/23/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance disannexing (i) approximately 130 acres located along FM 528 at the easternmost city limits, being out of the Thomas Choate League, Abstract 12; the August Whitlock Survey, Abstract 793; the Robert Wilson Survey, Abstract 88; and the John Dickinson Survey, Abstract 15, Friendswood, Harris County, Texas and (ii) portions of FM 528 located adjacent thereto and extending eastward approximately 0.67 miles.

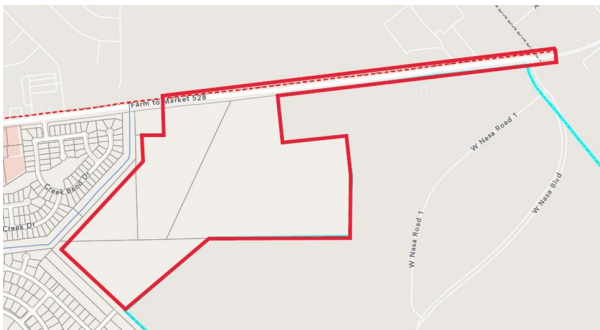
Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City received a request for disannexation from Southbrook Land, Inc. to disannex approximately 130 acres of unimproved land located along FM 528, Harris County, Texas, at the easternmost limits of the Friendswood (collectively the "Property").

On February 11, 2025, the City of League City approved an interlocal agreement wherein Friendswood is to disannex the Property and the City of League City will annex the same. The Property is depicted as follows:



On October 8, 2024, Harris County Commissioner's Court approved the disannexation of the portions of FM 528 subject to this ordinance.

If this item is approved, the second and final reading of this ordinance will be on April 7, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Disannexation
2. Exhibit A - Petition for Disannexation from Friendswood_130.9043 acres
3. Exhibit B - ROW Description
4. Exhibit C - Property Descriptions of Property to be Disannexed

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE DISANNEXATION OF (I) APPROXIMATELY 130 ACRES LOCATED ALONG FM 528, HARRIS COUNTY, TEXAS, AT THE EASTERNMOST LIMITS OF FRIENDSWOOD AND (II) PORTIONS OF FM 528 LOCATED ADJACENT THERETO AND EXTENDING EASTWARD APPROXIMATELY 0.67 MILES THEREFROM, WHICH SAID TERRITORY LIES WITHIN THE PRESENT BOUNDARY LIMITS FOR THE CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, on February 7, 2025, the City of Friendswood received a petition for disannexation from BC-SB Baybrook JV LLC, (the "Petitioner"), which owns approximately 130.9043 acres within the City of Friendswood, Harris County, Texas (the "Petitioner's Property"), which petition is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes; and

WHEREAS, the Petitioner has submitted such petition pursuant to Section 43.145 of the Texas Local Government Code for unimproved areas or non-taxable areas, and not for failure to provide services; and

WHEREAS, recognizing that the amount of taxes and fees collected by the City during the time the Petitioner's Property has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Petitioner's Property during that same period, the Petitioner has waived any remedies or rights as set forth in law or equity pertaining to the recovery of property taxes and fees relative to the Petitioner's Property; and

WHEREAS, on October 8, 2024, the Harris County Commissioners Court, pursuant to Section 43.147(a) of the Texas Local Government Code, consented to Friendswood's disannexation of that portion of FM 528 located adjacent the Petitioner's Property and extending eastward approximately 0.67 miles therefrom, which said territory lies within the present boundary limits for the City of Friendswood, Harris County, Texas (the "ROW Property"), as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the Petitioner's Property and the ROW Property (collectively the "Property") are the subject of an interlocal agreement between the City of Friendswood and the City of League City dated the 3rd day of March, 2025; and

WHEREAS, pursuant to such agreement, the City of Friendswood has agreed to release the Property and the City's extraterritorial rights to the Property, in exchange for the City of League City releasing the City of Friendswood from the payment obligations under that certain Interlocal Agreement for Boundary Adjustment between League City and Friendswood dated May 19, 2021; and

WHEREAS, on March 3, 2025, the City Council held a public hearing wherein all interested persons were given the right to appear and be heard concerning the disannexation of the Property; and

WHEREAS, after considering the testimony and evidence presented at the public hearing, the City Council hereby finds and determines that the disannexation of the Property is appropriate; and

WHEREAS, in accordance with all applicable laws and that certain interlocal agreement between the City of Friendswood and the City of League City dated the 3rd day of March, 2025, the City of Friendswood desires to take all appropriate actions necessary to disannex the Property; NOW THEREFORE,

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

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

Section 2. That the Property lying within the City of Friendswood is hereby removed and disannexed from the City of Friendswood, Texas, and shall hereinafter be included within the extraterritorial limits of the City of League City, Texas. The present boundary limits of the City are altered and amended so as to exclude said areas from the corporate limits of the City of Friendswood, Texas, to-wit:

SEE EXHIBIT "C"

Section 3. The above-described territories and the areas so disannexed shall no longer be a part of the City of Friendswood, Texas; and no refund, pursuant to Section 43.148 of the Texas Local Government Code, shall be due to the landowners of the area since the amount of taxes and fees collected by the City during the time the Property has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Property.

Section 4. The disannexed areas are hereby removed from all the service plans prepared by the City for the provision of municipal services.

Section 5. 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 6. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas, on second reading.

INTRODUCED, READ and PASSED on the first reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ and PASSED on the second and final reading on this the 7th day of April, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

PETITION FOR DISANNEXATION FROM THE CITY OF FRIENDSWOOD, TEXAS CORPORATE LIMITS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS:

The undersigned, BC-SB BAYBROOK JV LLC, a Delaware limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Section 43.145 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Friendswood, Texas (the "City"), for the disannexation of the land described by metes and bounds in **Exhibit A** (the "Land"). In support of this petition, the undersigned would show the following:

I.

The Petitioner holds fee simple title to the Land sought to be disannexed and there are no lienholders on the Land.

II.

Petitioner desires that the Land be disannexed in accordance with Section 43.145 of the Texas Local Government Code and not for failure to provide services as that process is set forth in Section 43.141, Texas Local Government Code.

III.

Petitioner acknowledges that the amount of property taxes and fees collected by the City during the time the Land has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Land during that same period.

IV.

Petitioner waives any remedies or rights as set forth in law or equity pertaining to recovery of property taxes and fees collected by the City relative to the Land.

V.

Petitioner hereby represents and certifies that the Land is composed of at least three contiguous acres that are unimproved and is adjoining the boundaries of the City.

EXECUTED this _____ day of _____, 2025.

BC-SB BAYBROOK JV LLC,
a Delaware limited liability company

By: 

Name: Matthew McCafferty

Title: Authorized Signatory

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this 5th day of February, 2025, by Matthew McCafferty,
as Authorized Signatory of BC-SB BAYBROOK JV LLC, a Delaware limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)



Notary Public, State of Texas

Attachment: Exhibit A - Description of the Land

EXHIBIT A

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT M
METES AND BOUNDS DESCRIPTION
130.9043 ACRES OUT OF
THOMAS CHOATE LEAGUE, ABSTRACT 12,
AUGUST WHITLOCK SURVEY, ABSTRACT 793,
ROBERT WILSON SURVEY, ABSTRACT 88 AND
JOHN DICKINSON SURVEY, ABSTRACT 15
FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023

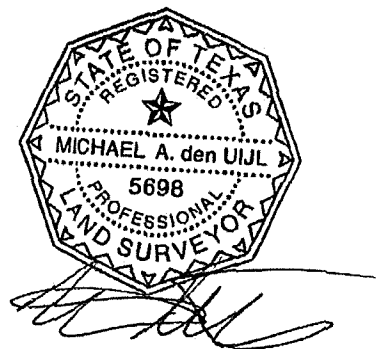


Exhibit "B"

DESCRIPTION OF ROW PROPERTY

BEING a tract of land situated in Harris County, Texas, within the August Whitlock Survey, Abstract No. 793, and the Robert Wilson Survey, Abstract No. 88, and being a portion of that certain 12.3-acre tract of land described in Ordinance No. 83-21, as annexed into the City of Friendswood, Texas.

COMMENCING at the NORTHWEST corner of that certain 2.672-acre tract conveyed to Houston Lighting & Power Company by Special Warranty Deed recorded in Volume 4589, Page 99, of the Deed Records of Harris County, Texas, being a point in the south right-of-way line of Farm-to-Market Road No. 528 (FM 528), said right-of-way being 100 feet wide;

THENCE in a NORTHEASTERLY direction along the south right-of-way line of FM 528, a distance of approximately 356.80 feet to the NORTHEAST corner of said 2.672-acre tract, being the POINT OF BEGINNING of the tract herein described;

THENCE in a NORTHERLY direction, perpendicular to FM 528, a distance of 100 feet to a point in the north right-of-way line of FM 528;

THENCE in an EASTERLY direction along the north right-of-way line of FM 528, a distance of approximately 4,998 feet to a point, being the NORTHEAST corner of the property described in Ordinance No. 83-21;

THENCE in a SOUTHERLY direction, perpendicular to FM 528, to a point in the southern boundary of the annexed area;

THENCE in a WESTERLY direction along the southern boundary of the annexed area as described in Ordinance No. 83-21, to the POINT OF BEGINNING.

Containing approximately 11.47 acres of land, more or less.

This description follows the original metes and bounds described in Ordinance No. 83-21, excepting and removing the portion adjacent to the Houston Lighting & Power Company tract.

This description is based on available records and is subject to survey.



Exhibit "C"

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT M
METES AND BOUNDS DESCRIPTION
130.9043 ACRES OUT OF
THOMAS CHOATE LEAGUE, ABSTRACT 12,
AUGUST WHITLOCK SURVEY, ABSTRACT 793,
ROBERT WILSON SURVEY, ABSTRACT 88 AND
JOHN DICKINSON SURVEY, ABSTRACT 15
FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

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1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
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9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
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13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
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15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

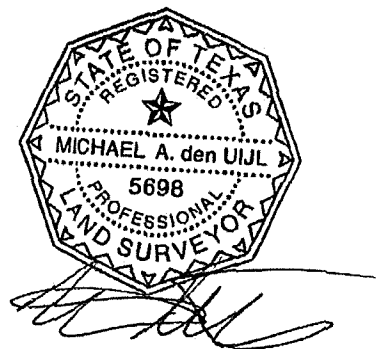
Compiled by: C.L. Davis & Company

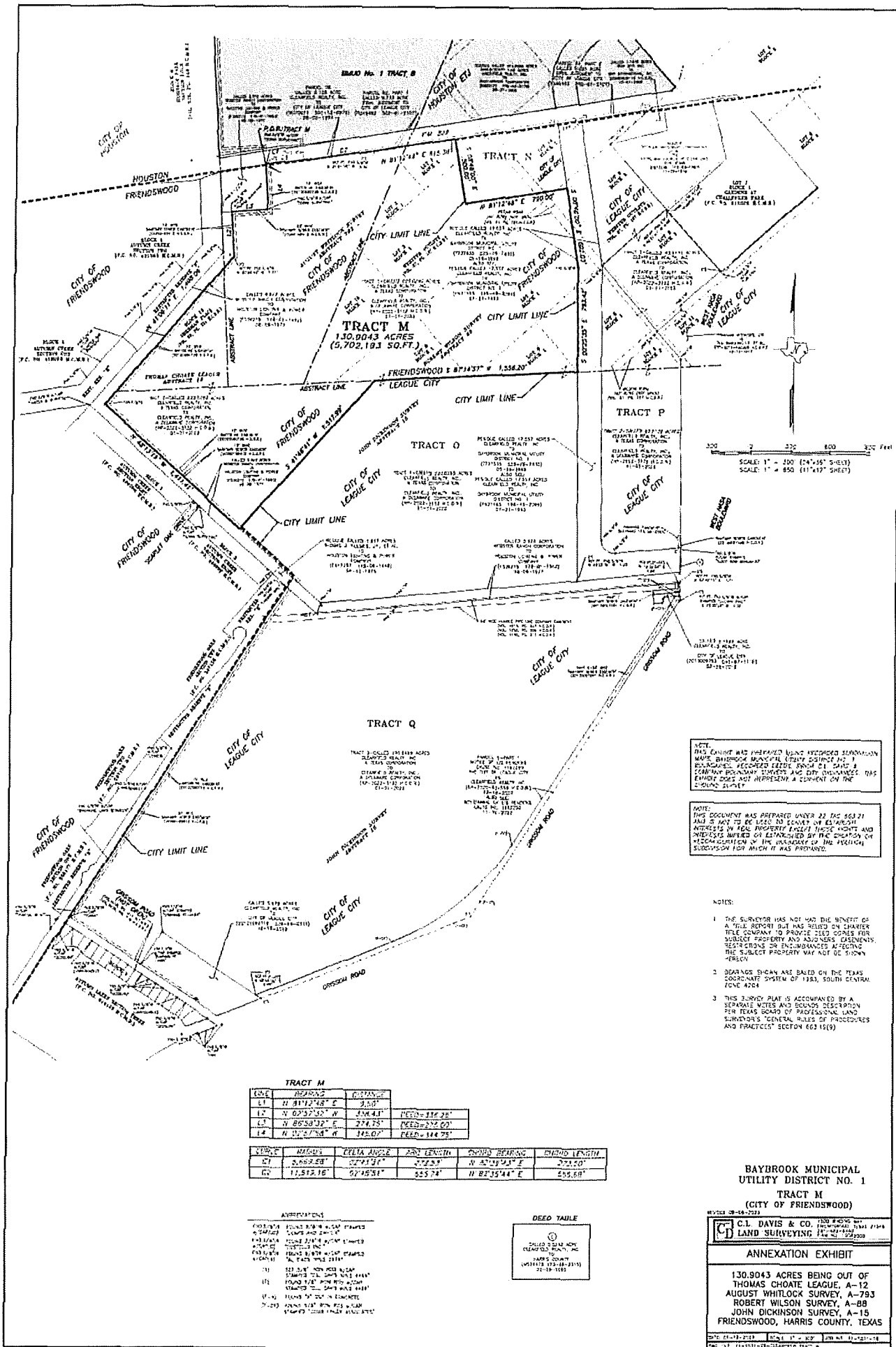
Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023





TRACT M

LINE	BEARING	DISTANCE	REMARKS
1	N 81°12'48" E	3.50'	
2	N 02°32'35" W	214.41'	DEED-316.28'
3	N 86°58'32" E	274.75'	DEED-232.02'
4	N 12°12'54" W	342.02'	DEED-314.75'

CURVE	MEASURE	CHORD	ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5,883.83'	5,771.94'	77°23'34"	272.23'	N 47°39'24" E	272.00'
C2	11,812.16'	11,645.58'	62°45'58"	545.74'	N 82°35'44" E	545.68'

ABERRATIONS

10/12/2011 FOUND 8.78" N.W. CORNER
 10/12/2011 FOUND 2.14" N.W. CORNER
 10/12/2011 FOUND 1.12" N.W. CORNER
 10/12/2011 FOUND 1.12" N.W. CORNER
 10/12/2011 FOUND 1.12" N.W. CORNER

DEED TABLE

1
 10/12/2011 FOUND 1.12" N.W. CORNER
 10/12/2011 FOUND 1.12" N.W. CORNER
 10/12/2011 FOUND 1.12" N.W. CORNER

NOTE:
 THIS DOCUMENT WAS PREPARED UNDER THE TEXAS
 SURVEYING ACT, CHAPTER 131, TEXAS VEHICLES
 AND IS NOT TO BE USED TO CONVEY OR ESTABLISH
 INTERESTS IN REAL PROPERTY UNLESS THESE CHARTS
 AND INSTRUMENTS ARE RECORDED BY THE CLERK OF
 THE COUNTY CLERK OF THE COUNTY OF HARRIS
 COUNTY, TEXAS, IN ACCORDANCE WITH THE TEXAS
 SURVEYING ACT, CHAPTER 131, TEXAS VEHICLES

- NOTES:**
1. THE SURVEYOR HAS NOT HAD THE BENEFIT OF A FULL REPORT BUT HAS BASED ON CHARTER TITLE COMPANY TO PROVIDE DEED COPIES FOR SUBJECT PROPERTY AND ADJACENT EASEMENTS. REGISTRATIONS OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.
 2. BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204.
 3. THIS SURVEY PLAT IS ACCOMPANIED BY A SEPARATE NOTES AND RECORD DESCRIPTION PER TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS' GENERAL RULES OF PROCEDURE AND PRACTICES' SECTION 602.10(2).

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1

TRACT M (CITY OF FRIENDSWOOD)

130,904.3 ACRES BEING OUT OF THOMAS CHOATE LEAGUE, A-12 AUGUST WHITLOCK SURVEY, A-793 ROBERT WILSON SURVEY, A-88 JOHN DICKINSON SURVEY, A-15 FRIENDSWOOD, HARRIS COUNTY, TEXAS

C.L. DAVIS & CO. LAND SURVEYING

10/12/2011

Exhibit "C"

(Continued)

DESCRIPTION OF ROW PROPERTY

BEING a tract of land situated in Harris County, Texas, within the August Whitlock Survey, Abstract No. 793, and the Robert Wilson Survey, Abstract No. 88, and being a portion of that certain 12.3-acre tract of land described in Ordinance No. 83-21, as annexed into the City of Friendswood, Texas.

COMMENCING at the NORTHWEST corner of that certain 2.672-acre tract conveyed to Houston Lighting & Power Company by Special Warranty Deed recorded in Volume 4589, Page 99, of the Deed Records of Harris County, Texas, being a point in the south right-of-way line of Farm-to-Market Road No. 528 (FM 528), said right-of-way being 100 feet wide;

THENCE in a NORTHEASTERLY direction along the south right-of-way line of FM 528, a distance of approximately 356.80 feet to the NORTHEAST corner of said 2.672-acre tract, being the POINT OF BEGINNING of the tract herein described;

THENCE in a NORTHERLY direction, perpendicular to FM 528, a distance of 100 feet to a point in the north right-of-way line of FM 528;

THENCE in an EASTERLY direction along the north right-of-way line of FM 528, a distance of approximately 4,998 feet to a point, being the NORTHEAST corner of the property described in Ordinance No. 83-21;

THENCE in a SOUTHERLY direction, perpendicular to FM 528, to a point in the southern boundary of the annexed area;

THENCE in a WESTERLY direction along the southern boundary of the annexed area as described in Ordinance No. 83-21, to the POINT OF BEGINNING.

Containing approximately 11.47 acres of land, more or less.

This description follows the original metes and bounds described in Ordinance No. 83-21, excepting and removing the portion adjacent to the Houston Lighting & Power Company tract.

This description is based on available records and is subject to survey.



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: March 3, 2025

Date submitted: 12/02/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an Interlocal Agreement with the City of League City for Friendswood to disannex and for League City to annex (i) approximately 130 acres located along FM 528, Harris County, Texas, at the easternmost limits of the Friendswood and (ii) portions of FM 528 located adjacent thereto and extending eastward approximately 0.67 miles therefrom.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 2021, the City of Friendswood ("Friendswood") and the City of League City ("League City") entered into a boundary adjustment agreement. Under such agreement and in exchange for certain property being removed from League City's city limits and added to the Friendswood city limits, Friendswood agreed to pay League City 50% of the property taxes generated from such property. The first payment was due on or before March 1, 2022, and the final payment being due on or around March 1, 2041.

Since such time, another developer, which owns approximately 130.9043 acres in the Friendswood city limits (the "Property") and the remaining developable property in the League City city limits, has requested Friendswood to disannex and League City to annex the Property since it is not feasible for Friendswood to provide services thereto given its unique geographical and developable layout. Under this proposed interlocal agreement, Friendswood agrees to disannex the Property and portions of FM 518 and League City agrees to annex the same. In exchange therefor, League City has agreed to terminate all payments under the 2021 boundary adjustment agreement.

The Harris County Commissioners Court consented to Friendswood's disannexation portions of FM 528 right-of-way that are subject to this proposed agreement. League City's City Council approved this proposed agreement on February 11, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Interlocal Agreement - City of League City

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF GALVESTON §

This Interlocal Agreement (this "Agreement") is made by and between the City of LEAGUE CITY, TEXAS, a municipal corporation ("League City") and the City of FRIENDSWOOD, TEXAS, a municipal corporation ("Friendswood"), collectively known together as the "Parties" and individually a "Party."

RECITALS

WHEREAS, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Corporation Act; and

WHEREAS, the Parties are neighboring municipalities that currently share common boundaries; and

WHEREAS, the Parties entered into an Interlocal Agreement for Boundary Adjustment between League City and Friendswood on May 19, 2021 (the "Original Boundary Agreement"), and a copy of the Original Boundary Agreement is attached to this Agreement as Exhibit "A" and is incorporated herein for all intents and purposes; and

WHEREAS, in consideration of the Original Boundary Agreement, the Parties agreed that Friendswood shall pay to League City on or before March 1 of each year, an annual amount equal to fifty percent (50%) of the property taxes generated from the 26.921 acres of land from the Avalon Development, with the first payment being due on or before March 1, 2022, and the final payment being due on or around March 1, 2041; and

WHEREAS, BC-SB Baybrook JV LLC, owns approximately 130.9043 acres in the Friendswood city limits, more specifically described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes (the "BC-SB Property"); and

WHEREAS, the remaining developable acreage of BC-SB Baybrook JV LLC, is located in the city limits of League City, and the Parties have determined that it is not feasible for Friendswood to provide services to the BC-SB Property given its unique geographical and developable layout; and

WHEREAS, BC-SB Baybrook JV LLC, is petitioning Friendswood for disannexation of the BC-SB Property from its corporate limits (the "Petition"), a copy of which is attached hereto and included herein for all intents and purposes as Exhibit "C"; and will petition for the BC-SB Property to be annexed into the corporate limits of League City, a copy of which is attached hereto and incorporated herein for all intents and purposes as Exhibit "D"; and

WHEREAS, in consideration of the BC-SB Property disannexation from Friendswood and annexed into League City, the Parties agree to terminate any and all payment requirements moving forward addressed in the Original Boundary Agreement; and

WHEREAS, the Parties further agree that the right-of-way as described in Exhibit "E," which is attached hereto and incorporated herein for all intents and purposes (the "ROW Property") should also be disannexed from Friendswood and annexed into League City; and

WHEREAS, to this end, on October 8, 2024, the Harris County Commissioners Court, pursuant to Section 43.147(a) of the Texas Local Government Code, consented to Friendswood's disannexation and to League City's annexation of the ROW Property, which consent is attached hereto as Exhibit "F"; and

WHEREAS based upon the terms and conditions stated herein and in accordance with all applicable law, including, but not limited to Section 43.015 of the Texas Local Government Code, Friendswood and League City desire to make mutually agreeable changes in their respective boundaries with regarding to the BC-SB Property and the ROW Property (collectively the "Property") in order for the Property to be wholly located in League City's incorporated limits;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term of Agreement. The effective date of this Agreement shall be on the date of execution by all Parties and shall continue until the Property is fully annexed into the League City city limits.
3. Termination of the Original Boundary Agreement. Upon Friendswood's disannexation of the Property and upon Friendswood remitting payment to League City for tax year 2024 pursuant to the Original Boundary Agreement, the Original Boundary Agreement will terminate, and Friendswood will be relieved of all payment obligations thereunder.
4. Disannexation/Annexation. Friendswood will disannex the Property and will notify League City of the completion of the disannexation within thirty (30) days of the date of the passage of the disannexation ordinance. Upon disannexation, the Parties agree that the Property shall be allocated to the extraterritorial jurisdiction of League City pursuant to Section 42.022(d) of the Texas Local Government Code. Within one hundred twenty (120) days after Friendswood's disannexation of the Property from Friendswood's city limits, League City will take the necessary steps to annex the Property into the League City city limits and will notify Friendswood once such annexation is complete.

5. Official Map. The respective governing bodies of Friendswood and League City shall take appropriate action to effectuate the terms of this Agreement through the adoption of official maps ("Official Maps") showing their respective boundaries as required by the Texas Local Government Code Section 41.001 on or before December 31, 2025.
6. Notice of Official Boundary Change.
 - a. Friendswood shall submit for recording in the deed records of Galveston County a certified copy of its ordinance disannexing the Property within thirty (30) calendar days after the effective date of the ordinance; and
 - b. League City shall submit for recording in the deed records of Galveston County a certified copy of its ordinance annexing the Property into the League City corporate limits within thirty (30) days after the effective dates of each document.
7. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either Party without the written consent of the other Party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
8. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion thereof.
9. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
10. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the Parties thereto with respect to the subject thereof.
11. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, and the venue for any cause of action shall be Galveston County, Texas.
12. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
13. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
14. No Waivers. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

15. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.
16. Force Majeure. If by reason of Force Majeure the City shall be unable, in whole or in part, to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.
17. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
18. Authority to Bind.
 - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act, has been authorized by its respective governing body.
 - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

[EXECUTION PAGES FOLLOW]

EXECUTED this 19th day of February, 2025.

CITY OF LEAGUE CITY

Signed by:
John Baumgartner
AA44FE3917BC441...
JOHN BAUMGARTNER, ICMA-CM, P.E.
City Manager

ATTEST:

Signed by:
Diana M. Stapp
43740366A932489...
DIANA STAPP, City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Michelle Villarreal
37DDECDBAF054E2...
MICHELLE L. VILLARREAL, City Attorney

EXECUTED this _____ day of _____, 2025.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT A

Original Boundary Agreement

EXHIBIT "A"

**INTERLOCAL AGREEMENT FOR BOUNDARY ADJUSTMENT
BETWEEN LEAGUE CITY AND FRIENDSWOOD**

§
§
§
§

This Interlocal Agreement (the "Agreement") is entered on the date indicated below between the City of League City, Texas (the "League City") and the City of Friendswood ("Friendswood"), collectively known together as the "Parties".

RECITALS

WHEREAS, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act; and

WHEREAS, the Parties are neighboring municipalities that currently share common boundaries; and

WHEREAS, the Avalon Development currently straddles the corporate limits of the Parties, with 59.521 acres being in the corporate limits of Friendswood and 26.921 acres being in the corporate limits of League City; and

WHEREAS, the 26.921 acres tract of land from the Avalon Development (the "Property") in League City which is subject to this Boundary Adjustment Agreement and fully described in **Exhibit "A"** attached hereto and incorporated herein for all purposes, is less than 1,000 feet in width; and

WHEREAS, Texas Local Government Code Section 43.015 authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the Parties have determined that it is not feasible for the League City to provide services to the Property given its unique geographical layout; and

WHEREAS, pursuant to Texas, Local Government Code Section 43.015, Friendswood and League City desire to adjust their corporate boundaries lines, whereby League City will release 26.921 acres of land from the Avalon Development, (the "Property"), from its corporate limits to be relinquished to and become a part of the corporate limits of Friendswood and Friendswood will accept this land from League City to become part of the corporate limits of Friendswood;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term of Agreement. The effective date of this Agreement shall be on the date of execution by all Parties and shall continue until March 1, 2041.

3. Adoption by Ordinance. It is hereby agreed that the respective governing bodies of Friendswood and League City shall adopt by Ordinance this Agreement and its Exhibits on or before May 15, 2021, making mutually agreeable changes in their corporate boundaries, in which League City shall release 26.921 acres of land from the Avalon Development, (the "Property"), from its corporate limits to be relinquished to and become a part of the corporate limits of Friendswood and Friendswood will accept this land from League City to become part of the corporate limits of Friendswood who will provide the required municipal services.
4. Changes in Boundaries. Pursuant to Texas Local Government Code Sections 43.003 and 43.015, Friendswood and League City hereby agree that the boundaries between the cities will be adjusted as depicted in Exhibit "B", which is attached hereto and incorporated herein for all purposes. The Parties agree to protect, preserve and defend the mutually agreeable changes in their boundaries as depicted above.
5. Official Map. The respective governing bodies of Friendswood and League City shall take appropriate action to effectuate the terms of this Boundary Agreement through the adoption of an official map ("Official Map") showing their respective boundaries as required by Texas Local Government Code Section 41.001.
6. Notice of Official Boundary Change. The Parties shall send to the clerk of each county in which the municipality is located a certified copy of this Agreement and Exhibits with the Ordinance adopting and authorizing the execution of this Agreement, and Parties shall file these documents in the deed records of Galveston and Harris Counties within thirty (30) days of adoption
7. Payment by Friendswood. The Parties agree that Friendswood shall pay to League City on or before March 1 of each year, an annual amount equal to fifty percent (50%) of the property taxes generated from the Property, with the first payment being due on or before March 1, 2022, and the final payment being due on or March 1, 2041.
8. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
9. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof.
10. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.
12. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in

Galveston County, Texas.

13. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
14. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
15. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
16. Current Revenues Available. All parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party.
17. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.
19. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
20. Authority to Bind.
 - a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
 - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

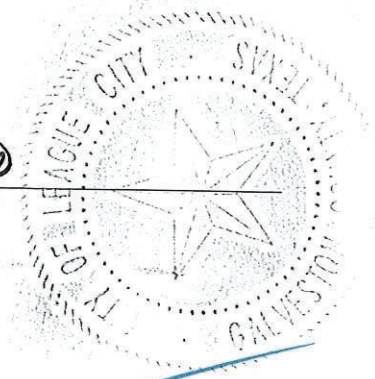
Executed this 19th day of May 2021.

THE CITY OF LEAGUE CITY

John Baumgartner
John Baumgartner, ICMA-CM, P.E. City Manager

Attest:

Diana M. Stapp
Diana Stapp, City Secretary



Approved as to Form:

Nghiem V. Doan
Nghiem V. Doan, City Attorney

THE CITY OF FRIENDSWOOD

Morad Kabiri
Morad Kabiri, City Manager

Attest:

Leticia Brysch
Leticia Brysch, City Secretary



Approved as to Form:

Mary Kay Fischer
Mary Kay Fischer, City Attorney

Exhibit A

Description of Property

Exhibit B

Map showing mutually agreeable changes in Citys' boundaries

TRACT 1

All of that certain 59.521 acres (2,592,729 square feet) tract or parcel of land situated in the **MARY FABREAU SURVEY, Abstract Number 69**, Galveston County, Texas, said 59.521 acres tract being out of and a part of a called 194.21 acres tract, called Tract "A", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 59.521 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of **EAGLE LAKES, SECTION 5**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of **FALCON RIDGE, SECTION THREE**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the **SARAH McKISSICK SURVEY, Abstract Number 151**, Galveston County, Texas;

THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said **EAGLE LAKES SECTION 5**; of **EAGLE LAKES SECTION 6**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of **DOMINION AT FRIENDSWOOD LAKES**, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, a distance of 2991.68 feet to a 5/8 inch iron rod found for the **POINT OF BEGINNING** and most Northerly corner of the herein described tract, said point being a reentrant corner of said 194.21 acres tract and the most Westerly corner of said 97.00 acres tract;

THENCE, S 48°07'44" E, a distance of 2122.93 feet to a 5/8 inch iron rod found for the most Easterly corner of both the herein described tract and of said 194.21 acres tract, said point also being the most Southerly corner of said 97.00 acres tract, being at the Southeasterly line of said **MARY FABREAU SURVEY**, being at Northwesterly line of both the **I.&G.N.R.R. COMPANY SURVEY NUMBER 4**, Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE, S 41°51'19" W, a distance of 1220.64 feet to an 1/2-inch iron rod found for the most Southerly corner of the herein described tract, of said 194.21 acres tract, and of said **MARY FABREAU SURVEY**, said point also being a reentrant corner of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract;

THENCE, N 48°08'53" W, along the Southwesterly line of both said 194.21 acres tract and of said **MARY FABREAU SURVEY**, a distance of 194.41 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the right, said point also being the Northeast corner of a called 26.92 acres tract, called Tract "B", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and being a North corner of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract;

THENCE, N 48°08'48" W, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set for angle point to the left, said point also being the Northwest corner of said 26.92 acres tract and being the Northeast corner of **THE LAKES AT SAN**

JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas; **THENCE**, N 48°13'48" W, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of said THE LAKES AT SAN JOAQUIN SECTION ONE, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the most Westerly corner of the herein described tract; **THENCE**, N 41°53'32" E, a distance of 1222.09 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 59.521 acres (2,592,729 square feet) of land.

TRACT 2

All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622**, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described in that certain Special Warranty Deed from the Estate of George A. Bofysil, Jr. to Yellowstone Hill Country Ranching, LLC recorded in Clerk's File Number 2010059686 of the Official Public Records of Galveston County, Texas, said 26.921 acres tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System, South Central Zone:

COMMENCING at an iron rod with cap stamped "Wilson" found for the most Northerly corner of that same tract, called 97.00 acres, described in that certain Special Warranty Deed from Janet Cleaves Acord, Trustee, to Cypress Creek Holdings, Ltd. recorded in Clerk's File Number 2011019071 of the Official Public Records of Galveston County, Texas, said point being the most Easterly corner of Reserve "B" of EAGLE LAKES, SECTION 5, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 554-555, and being at the Southwest line of FALCON RIDGE, SECTION THREE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 282, both recorded in the Office of the County Clerk of Galveston County, Texas, and being at the Northeasterly line of said **MARY FABREAU SURVEY**, the same being the Southwesterly line of the SARAH McKISSICK SURVEY, Abstract Number 151, Galveston County, Texas;

THENCE, S 41°53'32" W, along the Northwesterly line of said 97.00 acres tract and the Southeasterly line of said EAGLE LAKES SECTION 5; of EAGLE LAKES SECTION 6, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Volume 18, Page 770; and of DOMINION AT FRIENDSWOOD LAKES, a Subdivision in Galveston County, Texas, according to the map of plat thereof recorded in Plat Record 2011A, Map Number 53-54, both in the Office of the County Clerk of Galveston County, Texas, at 2991.68 feet passing a 5/8 inch iron rod found for the most Westerly corner of said 97.00 acres tract and for a reentrant corner of a called 194.21 acres tract, called Tract "A", described in the aforementioned Yellowstone Hill Country Ranching, LLC Special Warranty Deed, and continuing for a total distance of 4213.77 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking a corner, said point being at the Southwesterly line of said 194.21 acres tract; **THENCE**, S 48°13'48" E, along the Southwesterly line of said 194.21 acres tract and the Northeasterly line of THE LAKES AT SAN JOAQUIN SECTION ONE, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1302 in the Office of the County Clerk of Galveston County, Texas, a distance of 539.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the **POINT OF BEGINNING**, said point also being the most Northerly corner of said 26.92 acres tract and being the Northeast corner of said THE LAKES AT SAN JOAQUIN SECTION ONE; **THENCE**, S 48°08'48" E, along the Southwesterly line of said 194.21 acres tract, a distance of 1389.92 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Northeast corner of said 26.92 acres tract, said point also being a Northeast corner of said the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and being a North corner of both the **I.&G.N.R.R. COMPANY SURVEY NUMBER 4**,

Abstract Number 608, Galveston County, Texas, and of a called 941.89 acres tract described in that certain Correction Deed from Neva Watkins West to Wesley West Cattle Company recorded in Clerk's File Number 9222784 of the Official Public Records of Real Property of Galveston County, Texas; **THENCE**, S 02°24'41" E, along the East line of said **I.&G.N.R.R. COMPANY SURVEY NUMBER 5** and a West line of both said **I.&G.N.R.R. COMPANY SURVEY NUMBER 4** and of said 941.89 acres tract, a distance of 740.89 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southeast corner of said 26.92 acres tract;
THENCE, S 86°15'05" W, a distance of 927.38 feet to a 5/8-inch iron rod with cap stamped "GeoSurv" set marking the Southwest corner of said 26.92 acres tract, said point also being at the Southeast corner of the **FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2009A, Map Numbers 66-67 in the Office of the County Clerk of Galveston County, Texas, and from which point a found iron rod with cap stamped "RPLS #5007" bears N 47°28' E, 0.48 feet;
THENCE, N 04°39'59" W, along the West line of said 26.92 acres tract and the East line of said **FINAL AMENDED PLAT OF THE LAKE AT SAN JOAQUIN SECTION 2** and of said **THE LAKES AT SAN JOAQUIN SECTION ONE**, a distance of 1734.00 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 26.921 acres, (1,172,660 square feet) of land.




Dale L. Hardy
Registered Professional Land Surveyor
Texas Registration Number 4847

PREPARED
OCTOBER 30, 2019
BY

DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574

PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvllc.com
FIRM NO. 10040100

F:\FNAVALON AT FRIENDSWOOD\19-0131\19-0131.DOCX

EXHIBIT B

Description of property owned by BC-SB Baybrook JV LLC
currently located in Friendswood

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION
TRACT M
METES AND BOUNDS DESCRIPTION
130.9043 ACRES OUT OF
THOMAS CHOATE LEAGUE, ABSTRACT 12,
AUGUST WHITLOCK SURVEY, ABSTRACT 793,
ROBERT WILSON SURVEY, ABSTRACT 88 AND
JOHN DICKINSON SURVEY, ABSTRACT 15
FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023



EXHIBIT C

Petition for Disannexation

PETITION FOR DISANNEXATION FROM
THE CITY OF FRIENDSWOOD, TEXAS CORPORATE LIMITS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS:

The undersigned, BC-SB BAYBROOK JV LLC, a Delaware limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Section 43.145 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Friendswood, Texas (the "City"), for the disannexation of the land described by metes and bounds in **Exhibit A** (the "Land"). In support of this petition, the undersigned would show the following:

I.

The Petitioner holds fee simple title to the Land sought to be disannexed and there are no lienholders on the Land.

II.

Petitioner desires that the Land be disannexed in accordance with Section 43.145 of the Texas Local Government Code and not for failure to provide services as that process is set forth in Section 43.141, Texas Local Government Code.

III.

Petitioner acknowledges that the amount of property taxes and fees collected by the City during the time the Land has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Land during that same period.

IV.

Petitioner waives any remedies or rights as set forth in law or equity pertaining to recovery of property taxes and fees collected by the City relative to the Land.

V.

Petitioner hereby represents and certifies that the Land is composed of at least three contiguous acres that are unimproved and is adjoining the boundaries of the City.

EXECUTED this _____ day of _____, 2025.

BC-SB BAYBROOK JV LLC,
a Delaware limited liability company

By: 

Name: Matthew McCafferty

Title: Authorized Signatory

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 5th day of February, 2025, by Matthew McCafferty,
as Authorized Signatory of BC-SB BAYBROOK JV LLC, a Delaware limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)



Notary Public, State of Texas

Attachment: Exhibit A - Description of the Land

EXHIBIT A

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION TRACT M METES AND BOUNDS DESCRIPTION 130.9043 ACRES OUT OF THOMAS CHOATE LEAGUE, ABSTRACT 12, AUGUST WHITLOCK SURVEY, ABSTRACT 793, ROBERT WILSON SURVEY, ABSTRACT 88 AND JOHN DICKINSON SURVEY, ABSTRACT 15 FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

Beginning at a found 5/8" iron rod with cap (stamped Terra Surveying) marking the northeast corner of that certain called 2.672 acre tract described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336213 and Film Code Number 178-01-1953 and marking a point on the south right-of-way line of Farm Market Road 528 (F.M. 528) (width varies);

1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

3. Thence with said curve an arc distance of 555.74' and a chord bearing and distance of N 82° 35' 44" E – 555.68' to a found 5/8" iron rod for corner, from which a found 5/8" iron rod bears N 31° 51' 08" W – 0.50' for reference;
4. Thence N 81° 12' 48" E – 615.38' to a point for corner;
5. Thence S 08° 46' 00" E – 500.00' with the common east city limit line of Friendswood and the west city limit line of League City to a point for corner;
6. Thence N 81° 12' 48" E – 790.00' with the common north city limit line of Friendswood and the south city limit line of League City to a point for corner;
7. Thence S 08° 46' 00" E – 602.03' with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of that certain called 17.557 acre tract described in a deed dated 05-14-1999 from Clearfield Realty, Inc. to Baybrook Municipal Utility District No. 1 (BMUD) as filed in the Official Records of Harris County at Clerk's File Number T737635 and Film Code Number 525-76-2835 to a found 5/8" iron rod for corner;
8. Thence S 00° 25' 35" E – 793.42' continuing with the common east city limit line of Friendswood and the west city limit line of League City and with the west line of said BMUD tract to a point for corner;
9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
12. Thence N 41° 06' 11" E – 1,498.06' continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) for corner, from which a found 5/8" iron rod bears N 67° 59' 40" W – 1.71' for reference;
13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
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15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023



EXHIBIT D

Petition for Annexation

PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND GOVERNING BODY OF THE CITY OF LEAGUE CITY,
TEXAS

The undersigned owner of the hereinafter described tract of land hereby petitions your honorable body to extend the present municipal limits so as to include and annex as part of the City of League City, Texas, the property described by metes and bounds on the attached **Exhibit A**, which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof. We request that the City hold this Petition in escrow until the City considers a Utility Agreement pertaining to the property described on **Exhibit A** simultaneously.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this _____ day of _____, 2025.

BC-SB BAYBROOK JV LLC,
a Delaware limited liability company

By: _____

Name: Matthew McCafferty

Title: Authorized Signatory

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 5th day of February, 2025, by Matthew McCafferty, as Authorized Signatory of BC-SB BAYBROOK JV LLC, a Delaware limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)

Notary Public, State of Texas

Attachment: Exhibit A - Description of the Land

EXHIBIT A

BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 ANNEXATION TRACT M METES AND BOUNDS DESCRIPTION 130.9043 ACRES OUT OF THOMAS CHOATE LEAGUE, ABSTRACT 12, AUGUST WHITLOCK SURVEY, ABSTRACT 793, ROBERT WILSON SURVEY, ABSTRACT 88 AND JOHN DICKINSON SURVEY, ABSTRACT 15 FRIENDSWOOD, HARRIS COUNTY, TEXAS

All that certain 130.9043 acres being out of Thomas Choate League, Abstract 12, August Whitlock Survey, Abstract 793, Robert Wilson Survey, Abstract 88 and John Dickinson Survey, Abstract 15 and out of Lots 1 – 6 and 9 and 10, Block 1, and Lots 9 and 10, Block 5, Webster Outlots according to the plat thereof as filed in Volume 67, Page 197 Harris County Deed Records, and out of Block 12, Sherman Place according to the plat thereof as filed in Volume 69, Page 231 Harris County Deed Records, Friendswood, Texas being out of that certain called Tract 1 (220.0290 acres) described in a deed dated 01-01-2022 from Clearfield Realty, Inc., a Texas corporation to Clearfield Realty, Inc., a Delaware corporation as filed in the Official Records of Harris County at Clerk's File Number RP-2022-3132 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 4204);

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1. Thence N 81° 12' 48" E – 9.50' with the south right-of-way line of said F.M. 528 to a found 5/8" iron rod with cap (stamped C.L. DAVIS – RPLS 4464) marking the beginning of a curve to the right having a radius of 5,669.58' and a central angle of 02° 45' 51";

Thence the following (3) courses with the south right-of-way line of said F.M. 528 as established by that certain Parcel 78 called 0.125 acre tract described in a deed dated 09-02-1994 from Clearfield Realty, Inc. to City of League City as filed in the Official Records of Harris County at Clerk's File Number R070017 and Film Code Number 501-12-0979 and Parcel 62, Part 1 called 0.733 acre tract described in that certain Final Judgment to City of League City as filed in the Official Records of Harris County at Clerk's File Number R249492 and Film Code Number 502-61-2107;

2. Thence with said curve an arc distance of 273.53' and a chord bearing and distance of N 82° 35' 43" E – 273.50' to a found 5/8" iron rod marking the point of a reverse curve to the left having a radius of 11,519.16' and a central angle of 02° 45' 51";

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9. Thence S 87° 14' 57" W – 1,556.20' with the common south city limit line of Friendswood and the north city limit line of League City and the common north line of the John Dickinson Survey, Abstract 15 and the south line of the Robert Wilson Survey, Abstract 88 to a point for corner;
10. Thence S 41° 46' 41" W – 1,517.99' with the common southerly city limit line of Friendswood and the northerly city limit line of League City to a point for corner;
11. Thence N 48° 13' 19" W – 1,411.41' with the easterly line of that certain called 6.822 acre tract as described in a deed dated 08-09-1977 from Webster Ranch Corporation to Houston Lighting and Power Company (HL&P) as filed in the Official Records of Harris County at Clerk's File Number F336215 and Film Code Number 178-01-1962 to a found 5/8" iron rod for corner;
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13. Thence N 02° 57' 32" W – 338.43' (deed 336.25') continuing with the easterly line of said called 6.822 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;
14. Thence N 86° 58' 32" E – 274.75' (deed 275.00') with the south line of said called 2.672 acre HL&P tract to a found 5/8" iron rod with cap (stamped Terra Surveying) for corner;

15. Thence N 02° 57' 58" W – 345.07' (deed 344.75') with the east line of said called 2.672 acre HL&P tract to the POINT OF BEGINNING and containing 130.9043 acres (5,702,193 square feet) of land more or less.

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This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company

Firm No. 10082000

Job Number: 11-1031-28-CLEARFIELD TRACT M M&B.Doc

01-25-2023

Revised 09-06-2023

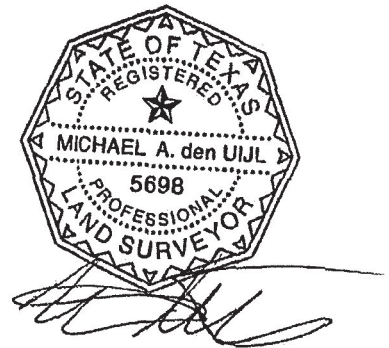


EXHIBIT E

ROW Property

DESCRIPTION OF ROW PROPERTY

BEING a tract of land situated in Harris County, Texas, within the August Whitlock Survey, Abstract No. 793, and the Robert Wilson Survey, Abstract No. 88, and being a portion of that certain 12.3-acre tract of land described in Ordinance No. 83-21, as annexed into the City of Friendswood, Texas.

COMMENCING at the NORTHWEST corner of that certain 2.672-acre tract conveyed to Houston Lighting & Power Company by Special Warranty Deed recorded in Volume 4589, Page 99, of the Deed Records of Harris County, Texas, being a point in the south right-of-way line of Farm-to-Market Road No. 528 (FM 528), said right-of-way being 100 feet wide;

THENCE in a NORTHEASTERLY direction along the south right-of-way line of FM 528, a distance of approximately 356.80 feet to the NORTHEAST corner of said 2.672-acre tract, being the POINT OF BEGINNING of the tract herein described;

THENCE in a NORTHERLY direction, perpendicular to FM 528, a distance of 100 feet to a point in the north right-of-way line of FM 528;

THENCE in an EASTERLY direction along the north right-of-way line of FM 528, a distance of approximately 4,998 feet to a point, being the NORTHEAST corner of the property described in Ordinance No. 83-21;

THENCE in a SOUTHERLY direction, perpendicular to FM 528, to a point in the southern boundary of the annexed area;

THENCE in a WESTERLY direction along the southern boundary of the annexed area as described in Ordinance No. 83-21, to the POINT OF BEGINNING.

Containing approximately 11.47 acres of land, more or less.

This description follows the original metes and bounds described in Ordinance No. 83-21, excepting and removing the portion adjacent to the Houston Lighting & Power Company tract.

This description is based on available records and is subject to survey.



EXHIBIT F

Harris County's Consent



Harris County, Texas

1001 Preston St., 1st Floor
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 24-6399

Agenda Date: 10/8/2024

Agenda #: 119.

Department: County Engineer

Department Head/Elected Official: Milton Rahman, PhD, P.E., PMP, CFM, ENV SP, County Engineer

Regular or Supplemental RCA: Regular RCA

Type of Request: Asset Management

Project ID (if applicable): N/A

Vendor/Entity Legal Name (if applicable): N/A

MWDBE Contracted Goal (if applicable): N/A

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☒	☐	☐
Comm. Adrian Garcia	☒	☐	☐
Comm. Tom S. Ramsey	☒	☐	☐
Comm. Lesley Briones	☒	☐	☐

Request Summary (Agenda Caption):

Request for approval for Harris County's consent to the City of Friendswood's disannexation of portions of FM 528 and the City of League City to annex the same.

Background and Discussion:

The City of Friendswood and the City of League City share a common boundary along the FM 528 corridor in Harris County. A developer has approached both cities, indicating an intent to develop certain properties along the boundary line, portions of which are within the city limits of Friendswood and portions are within the city limits of League City. Given the properties' unique geographical and developable layout, Friendswood has determined that it is not feasible to provide services to the property. The Cities of Friendswood and League City desire to enter into an interlocal boundary agreement, wherein Friendswood will release property from its city limits and League City will thereafter annex the same.

The City of Friendswood submitted sent the attached letter and a map of the property in question and requested that Harris County agree to Friendswood's disannexation of portions of FM 528, since it is not possible for Friendswood to meet the width requirements of the Texas Local Government Code Section 43.054. In order for Friendswood to disannex portions of FM 528 as contemplated in the proposed interlocal boundary agreement, Friendswood is required to obtain Harris County's consent to do so pursuant to Section 43.147 of the Texas Local Government Code as stated below: A municipality disannexing a road or highway shall also disannex a strip of area that is equal in size to the minimum area that the municipality is required to annex in order to comply with the width requirements of Section 43.054 unless such disannexation is undertaken with the mutual agreement of the county government and the municipality.

Expected Impact:

The City of Friendswood's disannexation of portions of FM 528 as shown on the attached map and the City of League City to annex the same.

Alternative Options:

If the portion of FM 528 is not transferred from the City of Friendswood to the City of League City, the subject property may not be developed as requested by the developer.

Alignment with Goal(s):

- ☒ Justice and Safety
- ☒ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☒ Transportation
- ☐ Flooding
- ☐ Environment
- ☐ Governance and Customer Service

Presented to Commissioners Court

October 8, 2024

Approve: R/G

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken
N/A	N/A	

Location:

Address (if applicable): FM 528 as shown in the attached map

Precinct(s): Precinct 2

Fiscal and Personnel Summary				
Service Name:				
	Current Fiscal Year Cost			Annual Fiscal Cost
	Labor	Non-Labor	Total	Recurring Expe
Funding Sources				
Existing Budget				
Grant	\$	\$	\$	\$
Other, PCT2-1070 Mobility Fund	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Current Budget	\$	\$	\$	\$

Additional Budget Request (<i>Requires Fiscal Review Request Form</i>)				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Additional Budget Request	\$	\$	\$	\$
Total Funding Request	\$	\$	\$	\$
Personnel (Fill out section only if requesting new PCNs)				
Current Position Count for Servic	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	-	-	-	-

Anticipated Court Date: October 8, 2024

Anticipated Implementation Date (if different from Court date): N/A

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Michael Ware, Director of Real Property, Harris County Engineering

Attachments (if applicable): The City of Friendswood’s letter and map

City Manager
MORAD KABIRI

Deputy City Manager
STEVEN RHEA



Assistant City Manager
KATINA HAMPTON

Assistant City Manager
LETICIA BRYSCH

CITY OF FRIENDSWOOD

OFFICE OF THE CITY MANAGER

September 25, 2024

Sent via email to commissioner@pct2.hctx.net

The Honorable Adrian Garcia
Commissioner
Harris County Precinct 2
1001 Preston St. #924
Houston, TX 77002

Sent via email to michael.ware@harriscountytexas.gov

Mr. Michael Ware
Department of Engineering
Harris County
1001 Preston St. #924
Houston, TX 77002

Re: Consent for the City of Friendswood's Disannexation of a Portion of FM 528

Dear Commissioner Garcia and Mr. Ware:

The City of Friendswood ("Friendswood") and the City of League City ("League City") share a common boundary along the FM 528 corridor in Harris County. A developer has approached both cities, indicating its intent to develop certain properties along such boundary line – portions of which are within the city limits of Friendswood and portions are within the city limits of League City. Given the properties' unique geographical and developable layout, Friendswood has determined that it is not feasible to provide services to the property. As such, Friendswood and League City desire to enter into an interlocal boundary agreement, wherein Friendswood will release property from its city limits and League City will thereafter annex the same. A map of the properties in question is attached for your review.

Please note that in order for Friendswood to disannex portions of FM 528 as contemplated in the proposed interlocal boundary agreement, Friendswood is required to obtain Harris County's consent to do so pursuant to Section 43.147 of the Texas Local Government Code. Such section provides, in part, as follows:

A municipality disannexing a road or highway shall also disannex a strip of area that is equal in size to the minimum area that the municipality is required to annex in order to comply with the width requirements of Section 43.054 unless such disannexation is undertaken with the mutual agreement of the county government and the municipality.

Tex. Loc. Gov't Code § 43.147(a).

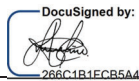
As such, Friendswood respectfully requests that Harris County agree to Friendswood's disannexation of portions of FM 528 as shown on the attached map since it is not possible for Friendswood to meet the width requirements of the above-referenced statute. If acceptable to you, please present this letter to the Harris County Commissioners Court for its consideration and approval. Once approved, please request the County Judge to sign in the space provided hereinbelow and return to my attention at the below-referenced address.

Should you have any questions or need anything further from me, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,


Morad Kabiri
City Manager

AGREED:

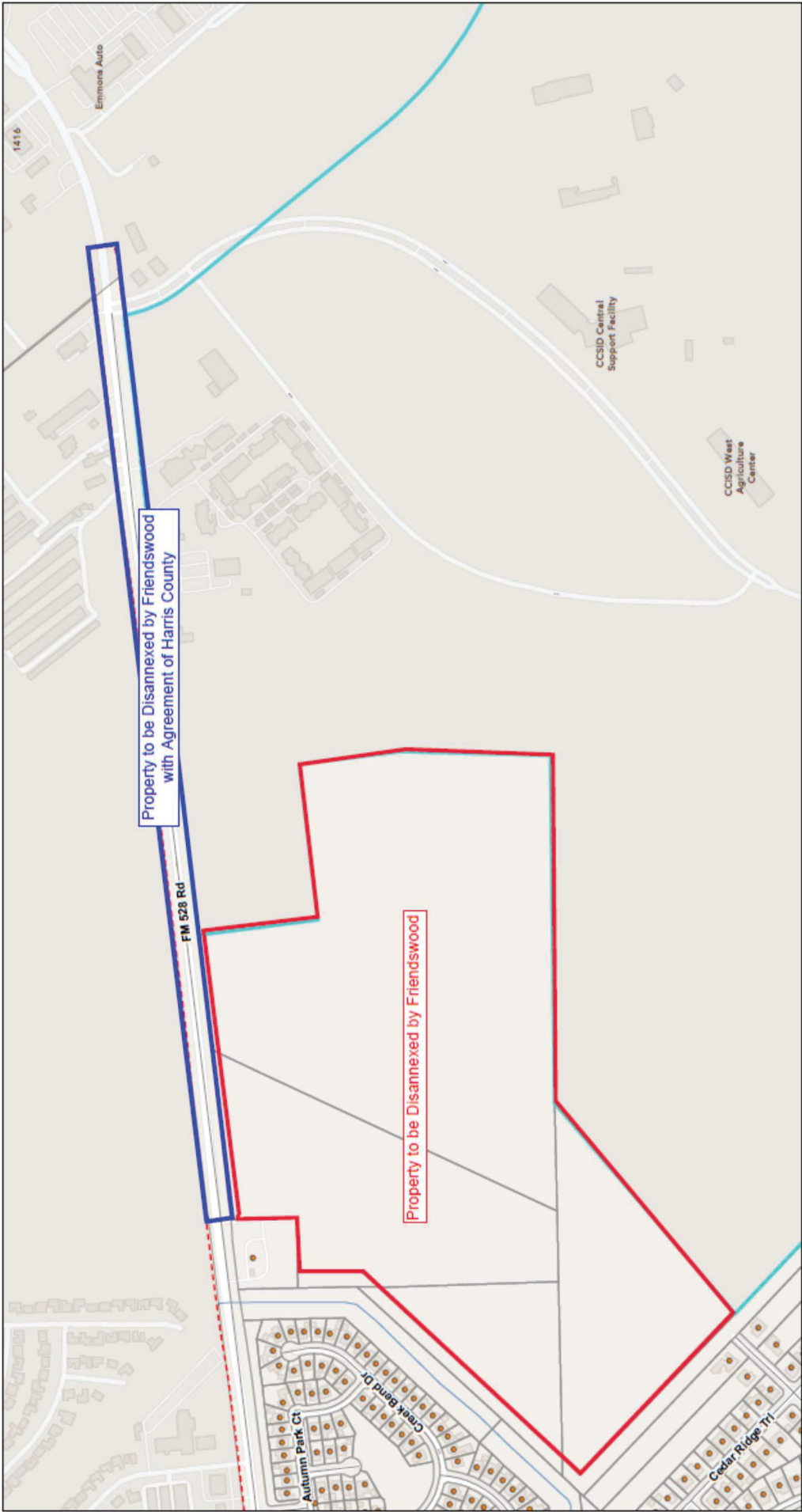
DocuSigned by:

266C1B1ECB5A4DC

LINA HIDALGO, County Judge

Attachment

H:\City Manager\Letters\2024\Harris County Disannexation Request.docx

City of Friendswood Disannexation Map



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: March 3, 2025

Date submitted: 01/09/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Professional Services Payment Agreement with JMK5 Falling Leaf, LLC, for expenses associated with a public improvement district and a tax increment reinvestment zone concerning approximately 117.506 acres of land located within Reinvestment Zone Number Two, City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This Professional Services Payment Agreement with JMK5 Falling Leaf, LLC (the "Developer") is consistent with the City of Friendswood's Public Improvement District Policy, which Council adopted on August 28, 2023.

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

- the creation of the PID,
- the negotiation of one or more development agreements,
- the adoption of a service and assessment plan,
- the preparation of updates to the project plan and reinvestment zone financing plan and other reinvestment zone documents, and
- the City's issuance of its bonds secured by assessments levied on land within the PID.

(collectively, "City Expenses").

The City will use the Deposit for City Expenses. Once the Deposit falls below \$10,000, the Developer shall deposit an additional amount of not less than \$25,000. The City shall keep track of the expenses and notify the Developer when funds need to be replenished. Upon termination of the agreement, the remaining balance in the Deposit shall be returned to the Developer.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Professional Services Payment Agreement -- JMK5 Falling Leaf, LLC

PROFESSIONAL SERVICES PAYMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Payment Agreement (this "Agreement"), effective as of January 30, 2025, is made and entered into by and between the City of Friendswood, Texas, a Texas home-rule municipality (the "City"), and JMK5 Falling Leaf, LLC, a Texas limited liability company (the "Developer"), each herein referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Developer plans to develop approximately 121 acres of land in the City legally described in Exhibit A attached hereto (the "Property") for a residential development to be known as the Falling Leaf Ranch Subdivision, in accordance with applicable City regulations and ordinances; and

WHEREAS, the Property is within the boundaries of Reinvestment Zone Number Two, City of Friendswood (the "Reinvestment Zone"), pursuant to Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act; and

WHEREAS, the Parties hereto acknowledge that the City has heretofore incurred and will hereinafter incur certain costs relative to (i) the creation of the PID, (ii) the negotiation of one or more development agreements associated with the development of the Property (collectively, the "Development Agreements"), (iii) the adoption of a service and assessment plan relative to the Property (the "SAP"), (iv) the preparation of updates to the project plan and reinvestment zone financing plan for the Reinvestment Zone (the "Project Plan") and other Reinvestment Zone documents, and (v) the City's issuance of its bonds secured by assessments levied on land within the PID ("PID Bonds"), including, but not limited to, professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, and other consultants' fees, at their current rates pursuant to their respective agreements with the City (collectively, "City Expenses");

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

1. Payment for Professional Services. Within ten (10) days of receipt of request by the City, the Developer shall deposit with the City \$50,000.00 (the "Deposit") for payment of the City Expenses relative to creating the PID, negotiating the Development Agreements, funding the preparation of updates to the Project Plan and other Reinvestment Zone documents, reviewing and adopting the SAP, and issuing PID Bonds. Further:

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

- (b) The City agrees that all City Expenses that are to be paid from the Deposit shall be evidenced by invoices that describe the work performed by person, date, billing rate and amount of time to perform such task. Within ten (10) business days after receipt of each invoice for City Expenses (and before such invoice is paid), the City shall forward such invoice to the Developer. If the Developer reasonably requests additional information in clarification or support of such invoice, the City/consultant shall provide the same, if available; and the Developer shall have ten (10) calendar days after receipt during which to review each invoice and to make objections. If the Developer objects to any portion of an invoice, the City, the Developer and those providing the services shall attempt to resolve the dispute within a reasonable period of time; however, if, notwithstanding their collective good-faith efforts, the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the receipt of the invoice using the funds from the Deposit. After any invoices for City Expenses have been paid, the City shall not request payment for the same City Expenses through any additional invoices or through PID Bonds.
- (c) The Developer agrees that in the event the Deposit falls below \$10,000.00, upon request from the City, the Developer shall advance to the City an additional amount necessary to cause the amount on deposit with the City to equal no less than \$25,000.00.
- (d) In the event the Deposit is exhausted, upon notice, the Developer shall pay the balance owed in full within fifteen (15) calendar days in addition to the remittance of the additional funds as provided above.
- (e) In the instance that deposits of additional funds are not timely made, the City shall have no obligation to incur any additional City Expenses until such deposit is made.
- (f) The City will pay City Expenses out of the Deposit and keep accounting of all charges for City Expenses incurred. Upon the termination of this Agreement, any unused portion of the Deposit shall be returned to the Developer (including all interest earned on the Deposit).
- (g) If not paid by Developer pursuant to this Agreement, City Expenses may be paid from bond proceeds at closing of the first issuance of PID Bonds relating to the Property. The Developer may be reimbursed for City Expenses paid in accordance with this Agreement pursuant to the PID Act.

2. No Obligation by City. The Developer acknowledges that the City has no obligation to create a PID, to approve any Development Agreements, to approve a Project Plan, to adopt an SAP or to issue any PID Bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to

pay City Expenses shall exist and continue independent of whether the SAP or PID Bonds or other indebtedness are approved, or the Project Plan is amended. This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

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

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

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

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

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

City:

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

Developer:

JMK5 Falling Leaf, LLC
308 W. Parkwood, Suite 104-A
Friendswood, TX 77546
Attention: Manager

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

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

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

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

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

13. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

or

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

14. Petroleum. The Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the issuer to comply with such section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above. The Developer understands "affiliate" to mean an entity that controls, is controlled

by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 14 shall survive termination of the Agreement until the statute of limitations has run.

15. Firearms. The Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the issuer to comply with such section. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restricts or prohibits the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 15 shall survive termination of the Agreement until the statute of limitations has run.

16. Anti-Boycott. The Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will

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

17. Form 1295. The Developer will provide a completed Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295, and the City has not verified such information.

[SIGNATURE PAGES TO FOLLOW]

CITY OF FRIENDSWOOD, TEXAS

By: _____
MORAD KABIRI, City Manager

Date: _____

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

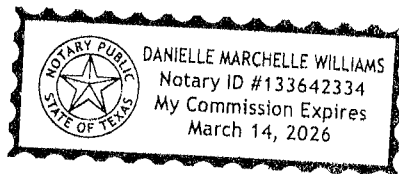
JMK5 FALLING LEAF, LLC

By: [Signature]
JEROME M. KARAM, Manager

STATE OF Texas §
COUNTY OF Galveston §

Before me, Danielle Williams, the undersigned notary public, on this day personally appeared Jerome M. Karam, Manager of JMK5 Falling Leaf, LLC, on behalf of such limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of January, 2025.



[Signature]
Notary Public in and for the State of
Texas
My commission expires: 3.14.2024

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: March 3, 2025

Date submitted: 01/09/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Agreement for a Public Improvement District and Tax Increment Reinvestment Zone Administration Services with P3Works LLC, for a proposed development within Reinvestment Zone Number Two, City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed agreement authorizes P3Works LLC ("P3") to provide administration services for a new public improvement district and tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code. Specifically, P3 will perform the following services:

Public Improvement District	
PID Formation, Service and Assessment Plan Preparation, and Bond Issuance Support	
Preparation PID Plan of Finance	P3's Prevailing Hourly Rate
Preparation of Service and Assessment Plan	
Support for Bond Issuance	
Presentations to City Council and Other Public Forums	
Basic District Administration Services	
Preparation of Annual Service and Assessment Plan Update	P3's Prevailing Hourly Rate (to be paid from Developer Funds advanced to the City)
Administration of Bond Funds (if any)	
Public Inquiry Support	
Delinquency Management	
Website Setup	

Tax Increment Reinvestment Zone	
Project and Finance Plan Preparation Services	
Preparation of TIRZ Project and Finance Plan	P3's Prevailing Hourly Rate
Preparation of Preliminary and Final Project Plan	
Support for Bond Issuance	
Presentations to City Council and Other Public Forums	
Basic District Administration Services	
Consulting Services Relating to Future Improvement Areas and Related Bond Issuance	P3's Prevailing Hourly Rate (to be paid from Developer Funds advanced to the City)
Prepare Annual Report	

The agreement is for a term of three (3) years and will automatically renew but may be terminated at

anytime after providing sixty (60) days' written notice. The costs of this contract will be paid solely from TIRZ/PID funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. P3 Agreement for Falling Leaf Ranch PID & TIRZ
2. Friendswood-Code-Verifications-2025
3. P3 Insurance Certificate
4. Form 1295 - P3

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT AND TAX INCREMENT
REINVESTMENT ZONE CREATION AND
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District and Tax increment Reinvestment Zone Creation and Administration Services ("Agreement") is entered into this 3rd day of February, 2025, by and between P3Works, LLC ("P3Works"), and the City of Friendswood, Texas ("City").

RECITALS

WHEREAS, the City Council contemplates approving and authorizing the creation of Falling Leaf Ranch Public Improvement District No. 2 ("PID" or "District"), to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the property within the District is located within the boundaries of Reinvestment Zone Number Two, City of Friendswood ("TIRZ" or "Zone"), which may fund certain improvements as authorized by the Tax Increment Financing Act, of the Texas Tax Code, Chapter 311, as amended; and

WHEREAS, the City requires specialized services related to the creation, revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District; the creation, revision and updating of the Final Project and Finance Plan ("TIRZ Final Plan") and the Annual Reporting of the PID/TIRZ as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District/Zone and ensure compliance with Texas Local Government Code Chapter 372 and Texas Tax Code Chapter 311; and

WHEREAS, the City desires to retain P3Works to provide District and Zone creation and administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.0 The Agreement shall be effective as of the Effective Date, shall be for a period of three (3) years, and shall automatically continue each year on a year-to-year basis until terminated pursuant to Article IV of this Agreement.

ARTICLE II
SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibits "A" and "B", which are attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees, agents or representatives are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibits "A" and "B".

ARTICLE III
PAYMENT TERMS AND CONDITIONS

3.0 In consideration of the services to be performed by P3Works and subject to Section 3.3 hereinbelow, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibits "A" and "B." Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed under the rates provided in Exhibits "A" and "B." Subject to Section 3.3 hereinbelow, City agrees to pay the amount due to P3Works within thirty (30) days after the City's receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without the prior written consent of the City.

3.3 P3Works agrees the only source of payment for P3Works' fees and services shall be the District/Zone or funds advanced by the developer. It is expressly agreed and understood the City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District/Zone. The City has entered into a Professional Services Reimbursement Agreement with the developer or landowner to fund an escrow, from which the City will pay for services until District/Zone funds shall be used. In the event there is insufficient District/Zone funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District/Zone funds or funds advanced by the developer. However, if the developer or landowner does not fund or replenish the funds under the Professional Services Reimbursement Agreement, then at P3Works' discretion and in accordance with such Agreement, work will cease until such time as the escrow is funded and past due invoices are paid.

ARTICLE IV
TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination and after receipt of an invoice therefor, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V
INDEMNIFICATION, RELEASE AND INSURANCE

5.0 P3WORKS HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO P3WORKS' BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF P3WORKS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

5.1 P3Works 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 P3Works' services to be performed hereunder. This release shall apply with respect to P3Works' services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

5.2 The P3Works shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - ☐ Statutory Limits
 - ☐ Employer's Liability \$500,000
 - ☐ Waiver of Subrogation required.

- b. Commercial General Liability
 - ☐ General Aggregate: \$2,000,000
 - ☐ Personal Injury: \$1,000,000
 - ☐ Per Occurrence: \$1,000,000
 - ☐ 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.
- c. Commercial Automobile Liability Insurance
 - ☐ Combined Single Limits: \$1,000,000
 - ☐ Coverage for "Any Auto"
 - ☐ Waiver of Subrogation required
- d. P3Works Liability (Errors and Omissions)
 - ☐ Limit: \$1,000,000
 - ☐ Coverage shall continue for a minimum of two (2) years after the P3Works' assignment under this Agreement is completed.

The P3Works' insurance coverage shall be primary insurance with respect to the City, its officials, and employees. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the P3Works' insurance and shall not contribute to it. Further, the P3Works 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 shall be applicable to all policies of insurance required herein:

- ☐ Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
- ☐ Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- ☐ Liability policies must be on occurrence form. P3Works Liability Insurance can be on claims-made form.
- ☐ 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 certified mail, return receipt requested, has been given to the City.
- ☐ The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and P3Works Liability Policies required herein.
- ☐ The P3Works shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired. By its submission of the certificates of insurance to the City, P3Works represents that the coverages listed thereon are in effect and are in conformance with this agreement.

ARTICLE VI

GENERAL PROVISIONS

6.0 This Agreement supersedes any and all agreements, including any Original PID/TIRZ Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or

otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

6.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue for any dispute brought for this Agreement shall be in Galveston County, Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

6.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City, which shall not be unreasonably withheld.

6.3 P3Works is a PID/TIRZ Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules. Therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then will provide to the City an IRMA Exemption Acceptance Letter in the general form attached as Exhibit "C" upon execution of the Agreement.

6.4 It is expressly understood and agreed that P3Works shall operate as an independent consultant as to all rights and privileges granted herein, and not as agent, representative, or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, P3Works shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. P3Works acknowledges that the doctrine of respondeat superior shall not apply as between the City, its officers, agents, servants and employees, and P3Works, its officers, agents, employees, servants, consultants and subcontractors. P3Works further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and P3Works. Neither P3Works nor any of P3Works' employees or agents, shall be entitled to any benefits accorded to City's employees, including without limitation, worker's compensation, disability insurance, vacation, or sick pay.

6.5 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

6.6 Upon acceptance or approval by City, all deliverables prepared or assembled by P3Works under this Agreement, and any other related documents or items shall be delivered to City, in hard copy and digital format for City use only. All digital data which contains algorithms, formulas, methodologies, and related content provided to the City by P3Works shall remain the property of P3Works, and is provided as backup documentation to the deliverables, but shall not be released in digital format to any third-parties due to the proprietary nature of the intellectual data.

6.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information. "Confidential Information" means all information that meets one or more of the following three conditions: (i) it has not been made available generally to the public either by P3Works, or by a third party with P3Works' consent, (ii) it is useful

or of value to the P3Works' current or anticipated business or research and development activities, or those of a customer or supplier of P3Works, or (iii) it either has been identified as confidential to the City by P3Works (orally or in writing) or it has been maintained as confidential from outside parties and is recognized as intended for internal disclosure only. Confidential Information may include without limitation, technical, engineering, scientific, financial and commercial information, designs, inventions, copyright material, know-how, ideas, studies, findings, conclusions, data, samples, drawings, plans, charts, graphs, financial models, photographs, reports, letters, specifications, manuals, tables, formulae, formulations, spreadsheets, processes, operating and testing procedures, customer lists and pricing information. All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be the property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

6.8 No deliverables or other information (including information given by City to P3Works to assist P3Works' performance under this Agreement) developed by, given to, prepared by or assembled under this Agreement shall be disclosed or made available to any third-party individual or organization that is not engaged to work on this project on behalf of the City by P3Works without the express prior written approval of the City.

6.9 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.10 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
President and Founder
P3Works, LLC
9284 Huntington Square
North Richland Hills, Texas 76182

To City:

Morad Kabiri
City Manager
Friendswood
910 S Friendswood Dr.
Friendswood, Texas 77546

6.11 The P3Works and the City hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

6.12 By executing this Agreement, P3Works verifies it (i) does not boycott Israel (in accordance with Chapter 2272 of the Texas Government Code) and will not during the term of this Agreement, (ii) does not engage in business with Iran, Sudan or any company on the list referenced in Section 2252.152 of the Texas Government Code; (iii) does not boycott energy companies and will not during the term of this Agreement per Section 2274.002 of the Texas Government Code; and (iv) does not

have a practice, policy, guidance or directive in this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement.

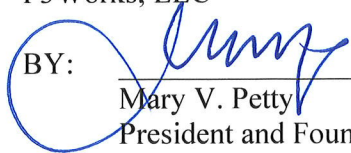
6.13 This Contract may be executed in two or more counterparts (including fax, email or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

6.14 The P3Works and the City agree neither the execution of this Agreement by the City nor another conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by the City.

Signed on this 3rd day of February, 2025 (the "Effective Date").

P3Works, LLC

BY:



Mary V. Petty
President and Founder

City of Friendswood

BY:

Morad Kabiri
City Manager

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EXHIBIT A
PUBLIC IMPROVEMENT DISTRICT SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**Not more than once a year, P3Works' hourly rates may be adjusted to reflect increased costs of labor and/or adding/reclassifying titles. P3Works shall give notice of such adjustment at least sixty (60) days in advance of the effective date of the adjustment. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and in conjunction with the City's Financial Advisor review the plan of finance for the proposed transaction, including:
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives,
3. Identify areas of risk and with the City's Financial Advisor and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and,
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of the Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following levy of assessments for the District for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to "Consulting Services Relating to Future Improvement Areas and related Bond Issuance" for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update Service and Assessment Plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved Service and Assessment Plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and summarize the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In addition, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES (Required for any existing PID not created by P3Works.)

\$10,000 One Time Lump Sum Fee

1. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
2. Prepare written summary of all City administration and disclosure requirements.
3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.

5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with City representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**Not more than once a year, P3Works' hourly rates may be adjusted to reflect increased costs of labor and/or adding/reclassifying titles. P3Works shall give notice of such adjustment at least sixty (60) days in advance of the effective date of the adjustment. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement, including Seller's Disclosures.
3. Upon notification by any responsible party, or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City's dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area.
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID/TIRZ Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee's, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

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EXHIBIT B
TAX INCREMENT REINVESTMENT ZONE SERVICES TO BE PROVIDED
TIRZ FORMATION, PRELIMINARY AND FINAL PROJECT AND FINANCE PLAN
PREPARATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**No more than once a year, P3Works' hourly rates may be adjusted to reflect increased costs of labor and/or adding/reclassifying titles. P3Works shall give notice of such adjustment at least sixty (60) days in advance of the effective date of the adjustment. Travel times will be billed at hourly rates.*

Zone Due Diligence and Preparation of TIRZ Project and Finance Plan

1. P3Works will review project information and prepare a Preliminary Plan for the proposed creation, including:
 - a) Assessed value schedules and overall structuring to achieve City goals and objectives.
 - b) Drafting the TIRZ Agreement.
 - c) At the direction of Staff, facilitate presentations to the Council and the TIRZ Board.
2. Evaluate annual TIRZ Credit by lot type for each improvement area.

Preparation of Preliminary and Final Project Plan

1. P3Works will prepare a Preliminary Project and Finance Plan ("PPFP") and a Final Project and Finance Plan ("FPFP") to be adopted by the TIRZ Board and the City Council and included in the Official Statement for the PID Bonds based on the Plan of Finance.
2. P3Works will prepare a draft TIRZ Agreement to be adopted by the TIRZ Board
3. P3Works will present the PPFP to the Council at the creation of the TIRZ and request approval of TIRZ Creation Ordinance.
4. P3Works will present the FPFP to the Council after conducting all necessary steps for public hearings and notifications and request approval of TIRZ FPFP.
5. P3Works will file the necessary creation forms with the Secretary of the State of Texas after the creation of the TIRZ.

Bond Issuance Support

1. P3Works will ensure bond documents, including the bond indenture and official statement are all consistent with the TIRZ Final Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.
2. If requested by the City, P3Works will respond to any calls and or emails relating to the TIRZ.
3. P3Works will only provide technical answers relating to the annual TIRZ Credit or the TIRZ generally.
4. P3Works will not provide any commentary on City policy relating to TIRZs.

BASIC DISTRICT/ZONE ADMINISTRATION SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

Preparation of the Annual Report to be filed with the Secretary of State and then presented to the PID/TIRZ Board and City Council for approval.

See Section below related to "Consulting Services Relating to Future Improvement Areas and related Bond Issuance" for hourly fees if future PID/TIRZ changes are contemplated.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
2. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Prepare Annual Report

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for PID/TIRZ improvements.
2. Update Annual Report as necessary to account for any changes in development plan or land uses.
3. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to anticipated estimate of Tax Increment to be generated.
4. Calculate annual PID/TIRZ Credit for each parcel.
5. Present preliminary Annual Report to PID/TIRZ Board. Upon approval by PID/TIRZ Board, submit final Annual Report to the Texas Secretary of State.

EXHIBIT C
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
817.393.0353 Phone
Contracts@P3-Works.com

Date

City Manager: Morad Kabiri
910 S Friendswood Dr., Friendswood, TX 77546

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 20__, that the City of Friendswood (the "City") has engaged and is represented by _____, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty
President and Founder
P3Works, LLC

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: March 3, 2025

Date submitted: 02/13/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution accepting the Falling Leaf Ranch Public Improvement District Petition concerning approximately 117.506 acres located southeast of Stonewall Pass Lane, southwest of Baker Road, northeast of Janet Lane, and northwest of Wilderness Trails, Friendswood, Galveston County, Texas, and calling a public hearing on the advisability of the proposed improvements.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution accepts the Falling Leaf Ranch Public Improvement District Petition concerning approximately 118.38 acres located southeast of Stonewall Pass Road, southwest of Baker Road, northeast of Janet Lane and northwest of Wildreness Trail, Friendswood, Galveston County, Texas, and sets a public hearing for April 7, 2025, at 5:30 p.m. in the Friendswood City Council Chambers.

At the public hearing, the City Council will receive public input concerning the advisability of the proposed improvements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Accepting PID Petition and Calling Public Hearing - Falling Leaf Ranch

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING A PETITION FOR THE ESTABLISHMENT OF THE FALLING LEAF RANCH PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF FRIENDSWOOD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council (the "City Council") of the City of Friendswood, Texas (the "City") has received a petition (the "Petition") requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent ("50%") of the appraised value of the real property liable for assessment in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit "A," has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the exhibit to the Petition (the "Property"), said area for the PID being within the City; and

WHEREAS, the City Council desires to accept the Petition and to schedule a public hearing to consider the creation of the PID to finance the following public improvements (collectively, the "Authorized Improvements"): (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, 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, including detention ponds, and underground detention facilities; (iii) design, acquisition, construction, improvement, and other allowed costs related to water and wastewater 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, 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 PID; (vi) payment of expenses incurred in the establishment, administration, and operation of the PID; (vii) 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 PID; and (viii) maintenance and operation expenses of the Authorized Improvements; and

WHEREAS, in order to hold a public hearing for the creation of the PID, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of

each owner of property located in the proposed PID, as reflected on the tax rolls, before the fifteenth (15th) day before the date of the hearing in accordance with the Act; and

WHEREAS, the City Council believes that these Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property; NOW THEREFORE,

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

Section 1. That all of the above recitals in this resolution are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2. That the City Council hereby accepts the Petition, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. That a public hearing is hereby scheduled at 5:30 p.m. on April 7, 2025, in the City Council Chamber at Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546 to receive public comment on the creation of the PID in the area described in Exhibit "A" to the Petition, pursuant to the Act.

Section 4. That notice of said hearing, in the substantially final form set forth in Exhibit "B" attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City before the 15th day prior to the hearing, as required by the Act.

Section 5. That written notice, in the substantially final form set forth in Exhibit "B" attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing.

Section 6. That if any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof, and the City Council hereby determines that it would have adopted this resolution without the invalid provision; and

Section 7. 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 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY FRIENDSWOOD, TEXAS

COMES NOW, JMK5 Falling Leaf LLC a Texas limited liability company ("Petitioner"), the owner of a parcel or parcels of taxable real property, who hereby petition the City of Friendswood, Texas ("City"), to conduct a hearing on this Petition, and to create a Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "District"). In support of the same, Owner would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit "A" attached hereto and incorporated by reference herein. All of such land is located in the corporate limits of the City or its extraterritorial jurisdiction.

II.

The general nature of the proposed improvements (the "Improvements") are: (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, 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, including detention ponds, and underground detention facilities; (iii) design, acquisition, construction, improvement, and other allowed costs related to water and wastewater 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, 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; (vi) payment of expenses incurred in the establishment, administration, and operation of the District; (vii) 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 (viii) maintenance and operation expenses of the Authorized Improvements.

III.

The estimated total cost of the proposed Authorized Improvements together with bond issuance cost, eligible legal and financial fees, eligible credit enhancement costs and eligible cost incurred in the establishment, administration and operation of the District is \$16,000,000.00 (sixteen million dollars.) The City will pay no cost of the Authorized Improvements or supplemental services from funds other than assessments levied on property within the District.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be

paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The person or entity signing this Petition request the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

VIII.

The Petitioner proposes that the District be established and managed without the creation of an advisory board.

IX.

Notwithstanding that the total acreage within the proposed District is less than fifty (50) acres, Petitioner is requesting that the City reimburse Petitioner for the cost of the Improvements.

X

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

XI.

This Petition will be filed with the City Secretary, City of Friendswood, Texas.

[EXECUTION PAGE FOLLOWS]

JMK5 FALLING LEAF LLC
a Texas limited liability company

BY: _____

TITLE: Managing Member

THE STATE OF TEXAS §

COUNTY OF Galveston §

Before me, the undersigned authority, on this day personally appeared
Jerome Karam, Managing Member of
JMK5 Fallingleaf LLC known to me to be such persons who signed the above and
acknowledged to me that such persons executed the above and foregoing Resolution in my
presence for the purposes stated therein. Given under my hand and seal of office on this
28th day of February 2025.

Danielle Williams Notary Public, State of Texas

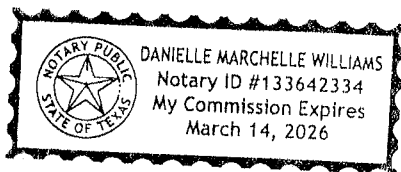


EXHIBIT A

PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION

117.506 ACRES (5,118,557 SQ. FT.)
ROBERT HOPPEL SURVEY, A-83
B.B.B. & C.R.R. CO. SURVEY, A-46
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

Being a tract or parcel containing 117.506 acres (5,118,557 square feet) of land situated in the Robert Hoppel Survey, Abstract Number 83 and the B.B.B. & C.R.R. Co. Survey, Abstract Number 46, Galveston County, Texas; being all of a called 61.892 acre tract of land (Parcel 1), all of a called 10.019 acre tract of land (Parcel 2) and all of a called 46.893 acre tract of land (Parcel 3) conveyed to JMK5 Falling Leaf, L.L.C. as described in deed recorded under Galveston County Clerk's File (G.C.C.F.) Number 2023024740 **SAVE AND EXCEPT** a 1.298 acre (56,553 square feet) portion of land out of said 61.892 acre tract lying in the B.B.B. & C.R.R. Co. Survey, Abstract Number 160, Brazoria County, Texas and being more particularly described as follows (bearings are grid and oriented to the Texas State Plane Coordinate System, South Central Zone Number 4204, US Survey Feet, NAD83):

BEGINNING at a 1-inch iron pipe having Texas State Plane Grid Coordinates of X=3,168,514.00 and Y=13,750,362.36 found marking the most northerly corner of the B.T. Masterson Survey, A-732, the most westerly corner of said Robert Hoppel Survey, A-83 and said 61.892 acre tract; said iron pipe for the most westerly corner of the herein described tract;

THENCE, North 41°31'29" East, along the common line of said Robert Hoppel Survey, A-83 and said B.B.B. & C.R.R. Co. Survey, A-160, a distance of 407.35 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most northerly corner of the herein described tract;

THENCE, South 07°18'06" East, departing said common line, over and across said 61.892 acre tract and along the Brazoria-Galveston County line, a distance of 493.71 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of the herein described tract;

THENCE, North 48°17'38" West, along the southwesterly line of said Robert Hoppel Survey, A-83 and said 61.892 acre tract, a distance of 277.67 feet to the POINT OF BEGINNING and containing 1.298 acres (56,553 square feet) of land. This description is based upon a Preliminary Plat of Falling Leaf Ranch prepared by Boundary One Surveyors, LLC dated February 21, 2025.

EXHIBIT "B"

NOTICE OF PUBLIC HEARING OF THE CITY OF FRIENDSWOOD, TEXAS, TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Friendswood, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at 5:30 p.m. on April 7, 2025, in the City Council Chamber at Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546 for the purpose of considering the establishment by the City of a public improvement district to be located within the City.

In accordance with the Act, the City Council has received a petition (the "Petition") from certain property owners within the corporate limits of the City (the "Petitioner"), that requests the establishment of a public improvement district (the "PID"). The Petition and the legal description of the property to be included in the PID (the "Property") are on file and open for public inspection in the office of the City Secretary at 910 S. Friendswood Dr., Friendswood, Texas 77546. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The proposed public improvements (collectively, the "Authorized Improvements") include: (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, 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, including detention ponds, and underground detention facilities; (iii) design, acquisition, construction, improvement, and other allowed costs related to water and wastewater 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, 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 PID; (vi) payment of expenses incurred in the establishment, administration, and operation of the PID; (vii) 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 PID; and (viii) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST 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 PID is SIXTEEN MILLION AND NO/100 DOLLARS (\$16,000,000.00) plus the annual cost of operation and maintenance, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds

other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioner.

BOUNDARIES OF THE PROPOSED PID: Approximately 117.506 acres of land within the City of Friendswood, Galveston County, Texas. Said property being generally located southeast of Stonewall Pass Lane, southwest of Baker Road, northeast of Janet Lane, and northwest of Wilderness Trails, Friendswood, Galveston County, Texas. A metes and bounds description of the Property is available for inspection at the offices of the City Secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein. This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

/S/Leticia Brysch, City Secretary
City of Friendswood

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: March 3, 2025

Date submitted: 02/20/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Development Agreement with JMK5 Falling Leaf LLC, for the Falling Leaf Ranch Development.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

JMK5 Falling Leaf LLC (the "Developer") owns and is developing approximately 117.506 acres of land within the corporate limits of the City as a 44-lot residential development in accordance with the City's regulations and its concept plan. The average lot size in the subdivision will be two acres. In order to incentivize the development of the property, to encourage quality residential growth, to enhance mobility, and to regionally improve utility and drainage infrastructure, a public improvement district ("PID") is proposed. Pursuant to the development agreement, payment and reimbursement for the public improvements shall be solely from (i) the installment payments of assessments and/or proceeds of the PID bonds, and (ii) TIRZ Revenues. The City shall never be responsible for the payment of the public improvements or the PID bonds from its general fund or its ad valorem tax collections, past or future, or any other source of City revenue or any assets of the City.

This Agreement establishes provisions for the apportionment, levying, and collection of assessments on the property within the proposed PID, the construction of the public improvements, reimbursement, acquisition, ownership and maintenance of the public improvements, and the issuance of PID bonds for the financing of the public improvements benefitting the property within the proposed PID.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. JMK5 Falling Leaf - Development Agreement (Final)
2. Comparison of PID Agreements -- Friendswood City Center & Falling Leaf Ranch
3. JMK5 Falling Leaf - Form 1295

FALLING LEAF RANCH

DEVELOPMENT AGREEMENT

BETWEEN

JMK5 FALLING LEAF LLC

AND

THE CITY OF FRIENDSWOOD, TEXAS

Dated: March 3, 2025

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DEVELOPMENT AGREEMENT

This Falling Leaf Ranch Development Agreement (this “**Agreement**”), dated as of March 3, 2025 (the “**Effective Date**”), is entered into between JMK5 Falling Leaf LLC, a Texas limited liability company (the “**Developer**”), and the City of Friendswood Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through their respective duly authorized representative.

Recitals:

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

WHEREAS the Developer owns and is developing approximately 117.506 acres of land within the corporate limits of the City (the “Property”) as a residential development in accordance with City Regulations and the Concept Plan, as defined herein; and

WHEREAS, in order to incentivize the development of the Property, to encourage and support economic development and quality residential growth within the City, to enhance mobility and to regionally improve utility and drainage infrastructure, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein); and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 of the Texas Local Government Code, as amended (the “PID Act” in order to finance certain Public Improvements from Assessments levied on benefitted parcels within the Property); and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from (i) the installment payments of Assessments and/or proceeds of the PID Bonds, and (ii) TIRZ Revenues, and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City by improving mobility and further reinforcing vital infrastructure;

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

ARTICLE I.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“City” means the City of Friendswood, Texas.

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

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

“City Tax Increment” means, for any given year beginning with the 2025 tax year, one hundred percent (100%) of the ad valorem property taxes levied and collected by the City for that year above the base year, on the captured appraised value of real property taxable by the City and located within the Property for the term of the TIRZ, as set forth in Article IV herein.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 9.03, the form of which is attached as Exhibit G.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

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

“Concept Plan” means the concept plan attached hereto as Exhibit D.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

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

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

“Deed” means that certain special warranty deed dated June 1, 2023 from Exxon Mobil Corporation in favor of the Developer, attached as Exhibit B, as may be modified or superceded.

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

“Developer” means JMK5 Falling Leaf LLC, its successors and permitted assigns.

“Development” means the Falling Leaf Ranch Subdivision, a residential development to be developed and constructed on the Property pursuant to the City Regulations.

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

“Environmental Claim” means any claim; demand; action; cause of action; suit; loss; cost; damage; punitive damage; fine, penalty, expense, liability, criminal liability, judgment, governmental or private investigation relating to Remediation or compliance with requirements of Environmental Laws; proceeding; lien; personal injury, or property damage, whether threatened, sought, brought or imposed, that is related to or that seeks to recover any losses, costs, damages (including consequential damages or indirect), expenses, claims, reasonable attorneys’ fees, experts’ fees, consultants’ fees and disbursements of any kind or of any nature whatsoever related to, or seeks to impose liability regarding the Property or operations conducted at the Property for (i) improper use or treatment of protected land or wildlife; (ii) noise; (iii) radioactive materials (including naturally occurring radioactive materials); (iv) explosives; (v) pollution, contamination, preservation, protection, remediation or clean-up of the air, surface water, ground water, soil or wetlands; (vi) solid, gaseous or liquid waste generation, handling, discharge, release, threatened release, treatment, storage, disposal or transportation; (vii) exposure of persons or property to Hazardous Materials and the effects thereof; (viii) the manufacture, processing, distribution in commerce, use, treatment, storage, disposal or Remediation of Hazardous Materials; (ix) injury to, death of or threat to the health or safety of any person or persons caused directly or indirectly by Hazardous Materials; (x) destruction caused directly or indirectly by Hazardous Materials or the release of any Hazardous Materials on any property (whether real or personal); (xi) the implementation of spill prevention and/or disaster plans relating to Hazardous Materials; (xii) community right-to-know and other disclosure laws regarding Hazardous Materials or (xiii) maintaining, disclosing or reporting information to Governmental Authorities under any Environmental Law. The term “Environmental Claim” also includes any losses, costs, damages (including consequential damages or indirect), expenses, claims, reasonable attorneys’ fees, experts’ fees, consultants’ fees and disbursements of any kind or of any nature whatsoever incurred in responding to efforts to require Remediation and any claim based upon any asserted or actual breach or violation of any Requirements of Environmental Law, or upon any event, occurrence or condition as a consequence of which, pursuant to any Requirements of Environmental Law, (y) any owner, operator or person having any interest in the Property, shall be liable with respect to any Environmental Claim or otherwise suffer any loss or disability or (z) the Property shall be subject to any restriction on use, ownership or transferability. An “Environmental Claim” further includes a proceeding to issue, modify, revoke or terminate an Environmental Permit issued with respect to the Property, or to adopt or amend a regulation to the extent that such a proceeding or occurrence attempts to redress violations of any applicable Environmental Permit issued with respect to the Property or will materially impair the ability of the Developer to comply with its obligations set forth herein.

“Environmental Laws” means any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, public welfare orders, industrial hygiene, the environment (including, without limitation, threatened or endangered species or environmentally sensitive areas) or the environmental conditions on, under, or about the Property or any portion thereof, including, without limitation, those laws relating to the storage, handling, use, generation, processing, treatment, transport, disposal, investigation or remediation or other management of Hazardous Materials or waste materials. Environmental Laws also includes,

without limitation the following, as now or hereafter amended: Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. 99 499, 100 Stat. 1613; Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986 ("EPCRA"), 42 U.S.C. § 11001 et seq.; Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq.; and any corresponding state laws or ordinances including but not limited to the Texas Water Code ("TWC") § 26.001 et seq.; Texas Health & Safety Code ("THSC") § 361.001 et seq.; and regulations, rules, guidelines, or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines, and standards are amended from time to time.

"Environmental Permits" means any permit, license, registration, waste identification number, approval or other authorization relating to the Developer, the Property or any portion thereof and/or any operation on the Property or any portion thereof required by any Environmental Law.

"Estimated Build Out Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

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

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

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (1) economic hardship; (2) changes in market condition; (3) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (4) during construction, weather conditions

which could reasonably be anticipated by experienced contractors operating the relevant location; (5) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (6) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Public Improvements.

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

“Hazardous Materials” shall have the definition set forth in Section 7.01(a) herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

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

“HOA” is defined in Section 11.01.

“HOA Maintenance Agreement” is defined in Section 11.01

“HOA Maintained-Improvements” is defined in Section 11.01.

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

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

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

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

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

“PID” means the Falling Leaf Ranch Public Improvement District

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

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

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

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means these horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in the PID to get to a Final Lot Value.

“Project Cost Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds or Assessment revenues; such amount shall be equal to the actual costs of the Public Improvements that are to be reimbursed as set forth in the SAP.

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

“Property” means the approximately 117.506 acre tract within the City to be developed as the Falling Leaf Ranch, as more particularly described in Exhibit A.

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

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

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

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

“Remediation” means any action necessary to ensure compliance with all requirements, conditions, restrictions or stipulations of Environmental Laws imposed upon or related to Developer, the Property or any portion thereof and/or any operation conducted on the Property or any portion thereof including (i) the removal and disposal or containment (if containment is practical under the circumstances and is permissible within requirements of Environmental Laws) or monitoring of any and all Hazardous Materials at, on, in, about, under, within or near the

Property; (ii) the taking of reasonably necessary precautions to protect against the release or threatened release of Hazardous Materials at, on, in, about, under, within or near the air, soil, surface water, groundwater or soil vapor at the Property or any public domain affected by the Property or any surrounding areas thereof; (iii) any action necessary to mitigate the usurpation of wetlands, pinelands or other protected land or reclaim the same or to protect and preserve wildlife species; (iv) any action necessary to meet the requirements of an Environmental Permit or (v) any other action reasonably required to satisfy all requirements, conditions, restrictions or stipulations of any Environmental Law imposed upon the Developer, the Property or any portion thereof and/or any operation on the Property or any portion thereof.

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

“Settlement Agreement” means that Settlement Agreement between the City and Christopher L. Johnson and Blaire Johnson entered in the 10th District Court of Galveston County, Texas pursuant to Cause No. 24-CV-1392, effective September 23, 2024, attached as Exhibit I.

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

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

“TIRZ Account” is defined in Section 4.01(a).

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

“TIRZ Cap” means the lesser of (i) the amount of City Tax Increment generated over the term of the TIRZ and (ii) the Actual Cost of the Public Improvements as set forth in the Service and Assessment Plan.

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

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

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

“Trustee” means the trustee under the Indenture.

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

ARTICLE II.

THE DEVELOPMENT

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

Section 2.02. Project Overview – The Development.

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

(i) A residential subdivision consisting of approximately 44 single-family residential dwelling units; and

(ii) The dedication of approximately 7 acres of land to the City for the extension of Friendswood Parkway, as improved by the Developer.

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

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

ARTICLE III.

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

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

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series up to an aggregate principal amount of \$16,000,000 to pay for or reimburse the Public Improvement Project Costs. The Public Improvements to be constructed and paid or reimbursed in connection with the PID Bonds are detailed in Exhibit C, which may be amended from time to time, and shall be as set forth in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay or reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments are discretionary governmental actions by the City Council and subject to the City's approval and the issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

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

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

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

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

A. Total acreage of single-family property and non-developable property for which Assessments are to be levied;

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

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

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

E. Breakout of costs for specific areas or Phases versus major improvement cost within the applicable PID;

F. Assumptions for number of lots

1. Total number of lots by type;

2. Total estimated value per lot;

3. Total estimated value of lots by use; and
4. The values provided in 1-3 above based on phasing plan/absorption schedule

G. Map of Property

H. Proposed Concept Plan

1. With construction phasing identified by map and cost,
2. Location of any open space maintained by HOA,
3. Total acreage of open space maintained by HOA,
4. Map/locations of improvements to be financed by the applicable PID,
5. Onsite improvements, and
6. Offsite improvements.

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

(iii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$16,000,000.

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

(v) the total assessment value to lien ratio is at least 2:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for is at least 2:1 at the time of the issuance of PID Bonds; such values shall be confirmed by appraisal from licensed MAI appraiser, unless otherwise agreed to by the City.

(vi) The Developer or its Affiliates, or any Subsequent Owner, shall own all property within the PID prior to the levy of Assessments on such property, or have

otherwise complied with Section 3.04 herein. The City shall not levy Assessments without a consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

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

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

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

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

(xi) The Developer shall have submitted a revised Concept Plan to the City in sufficient detail that demonstrates compliance with the Settlement Agreement and the Deed and the City shall have approved such Concept Plan.

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

Section 3.03. Developer Cash Contribution.

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

	Total Amount of Public Improvement Project Costs being finance by Bond Proceeds
-	PID Bond Proceeds deposited to Project Fund
-	<u>Verified and approved Developer expenditures of Public Improvement Project Costs</u>
=	Total amount of Deficit

For the Deficit, the Developer, must deposit cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Public Improvement

Project Costs. The determination of the amount of the Deficit shall be determined prior to pricing of each series of PID Bonds and shall be finalized prior to pricing of each series of PID Bonds. Any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

If the Developer has expended funds for the Public Improvement Project Costs, in order for such expenditures to count as the payment of the Deficit, such costs must be submitted to the City's PID administrator and verified by the PID administrator prior to the issuance of any PID Bonds. Failure to verify such costs prior to issuance of the PID Bonds will result in the Developer being required to deposit cash for the Deficit prior to the issuance of the PID Bonds. Failure to either verify expenditures for Public Improvement Project Costs or to deposit of cash to fund the Deficit may result in (i) a termination of this Agreement, and/or (ii) withholding of PID Bond Proceeds by the City.

Section 3.04. Apportionment and Levy of Assessments.

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

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

Section 3.05. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within the PID in which Assessments are to be levied, shall occur prior to the City's levy of Assessments on such property unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each Subsequent Owner of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and shall require the consent of the purchased property owner in any land sale contract. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV.

TIRZ

Section 4.01. Tax Increment Reinvestment Zone.

(a) The City has created the TIRZ pursuant to and in accordance with the TIRZ Act over the Property. The PID is within the boundaries of the TIRZ. The City shall create an account within the TIRZ Fund into which the Tax Increment from the Property within the PID shall be deposited (the "Falling Leaf Ranch TIRZ Account") up to the TIRZ Cap.

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

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

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

(iii) Third, the City for any lawful purpose.

Section 4.03. Duration of TIRZ Revenue.

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

Section 4.04. Refunding of PID Bonds.

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

Section 4.05. TIRZ Fund.

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

ARTICLE V.

DEVELOPMENT

Section 5.01. Full Compliance with City Standards.

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

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

Section 5.03. Property Acquisition.

(a) The Parties acknowledge that the Developer is responsible for the Public Improvements to be constructed to serve the Property. If any portion of the Property is transferred to a Subsequent Owner, such Subsequent Owner shall be required by the Developer to allow Developer to construct the Public Improvements to serve the Property. The City agrees to allow Developer (or a Subsequent Owner, if approved by the City) the use of any City easements, rights of way or owned property as is reasonably necessary for the construction and installation of the Public Improvements. If the Developer is unable to obtain such third-party rights-of-way, consents, or easements, within 90 days of commencing such effort to obtain the needed rights of way, consents or easements, the City agrees to consider the acquisition of such property (subject to City Council authorization after a finding of public necessity), at Developer's cost, through the use of the City's power of eminent domain. Developer must make a reasonable bona fide offer in an amount not less than the value determined by an appraisal prior to requesting that the City pursue acquisition of such property. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees actually incurred by the City in the exercise of its eminent domain powers, such costs to be paid by the Developer pursuant to the Professional Services Agreement prior to any taking of land by the City. As more particularly described in Section 7.05 and Section 7.06 below, the Developer, at its sole cost and expense, must undertake all Remediation of any Hazardous Materials or other environmental conditions in accordance with all Environmental Laws on any property acquired by the City or dedicated to the City as a part of the Public Improvements.

(b) The Developer acknowledges that it may be necessary for the City to acquire certain property owned by the Developer through the use of eminent domain in order to facilitate the construction of the Public Improvements contemplated under this Agreement. The Developer agrees to cooperate with the City in connection with such process.

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

ARTICLE VI.

DEVELOPMENT CHARGES

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

ARTICLE VII.

DEVELOPMENT SPECIFIC REQUIREMENTS

Section 7.01. Lot Size. The average lot size within the Property shall be two (2) acres. The minimum square footage for homes constructed in the Development is 3,500 square feet.

Section 7.02. Friendswood Parkway. Developer shall construct Friendswood Parkway as, a minimum four-lane boulevard in accordance with the City's Design Criteria Manual for a Major Thoroughfare.

(a) Hazardous Materials. Developer agrees that the construction and future expansion of Friendswood Parkway shall be in compliance with all applicable Environmental Laws, including all requirements for notification and remediation pertaining to the presence of release of Hazardous Materials. "Hazardous Materials" means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "acutely hazardous," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" shall also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended), spillage, seepage, storage, holding, existence or suspected existence, release or suspected releases, emission, discharge, disposal, generation, processing, abatement, removal, disposition, handling, transportation or other use of any Hazardous Materials from, at, under, into, on, about, within, near or in connection with the Property or surrounding property. s. For clarification and not limitation, tetrachlorethylene, perchloroethylene, and/or tetrachloroethene (PCE or PERC); methyl terbutyl benzene and methyl tert-butyl ether (MTBE); benzene; toluene; ethylbenzene; xylene; other volatile organic hydrocarbons (BOHs); polycyclic aromatic hydrocarbons (PACs); any petroleum hydrocarbons; gasoline and additives to gasoline; and any of their daughter or degradation products (including but not limited to trichloroethylene (TCE), dichloroethylene (DCE), and vinyl chloride) are Hazardous Materials.

(b) Route. Friendswood Parkway shall be routed primarily along the existing 60-foot right-of-way, parallel to Applewood Drive, between Wilderness Trails and W. Castlewood Drive as depicted in Exhibit A to the Settlement Agreement. Friendswood Parkway shall not be constructed to travel down Wilderness Trail or be expanded further west than the existing pipeline easement identified in Exhibit A to the Settlement Agreement, and thereafter shall not be within

one thousand two hundred (1,200) feet of the property owned by Christopher and Blaire Johnson at 36 Wilderness Trail, as measured by the City GIS Map. Developer acknowledges and agrees that the Settlement Agreement is binding on the City with respect to the construction of Friendswood Parkway and the City will not approve the construction of Friendswood Parkway in contravention of the Settlement Agreement. The Developer shall fully comply with the provisions of the Settlement Agreement and must submit a revised Concept Plan to the City in sufficient detail that demonstrates full compliance with the Settlement Agreement that is subject to City approval.

Section 7.03. Environmental Reporting. Developer shall cause a Phase I environmental site assessment and a Phase II environmental site assessment, and if required pursuant to the foregoing or otherwise requested by the City, a Phase III environmental site assessment, to be conducted on the Property, each of which must be either addressed to the City or delivered together with a letter from such consultant stating that the City may rely on such assessment, which such assessment (and, if applicable, reliance letter) shall be in form, substance and scope, and from an independent environmental consultant, acceptable in each case to the City. Developer shall obtain and deliver to the City plans sealed by independent engineered/environmental-credentialed professionals acceptable to the City showing how all Remediation, including, without limitation, full compliance with all Texas Commission on Environmental Quality requirements, will be achieved.

Section 7.04. Compliance with Deed. Developer acknowledges the Activity and Use Restrictions (as defined in the Deed) set forth in the special warranty deed dated June 1, 2023 from Exxon Mobil Corporation in favor of the Developer (the "Deed") which evidences the sale of the Property to the Developer. Developer warrants and covenants that no property, or any portion thereof, conveyed or dedicated to the City shall be in violation of the terms, conditions and restrictions set forth in the Deed, including, without limitation, the Activity and Use Restrictions set forth therein, or be in a Restricted Area (as defined in the Deed). Developer represents, warrants and covenants to comply with all restrictions, conditions and requirements set forth in the Deed. The Developer must submit a revised Concept Plan to the City in sufficient detail to demonstrate compliance with the Deed that is subject to City approval.

Section 7.05. Remediation and Environmental Law Compliance.

(a) The Developer shall be responsible for remediating all Hazardous Materials on the Property, including but not limited to:

- (i) All public and private infrastructure must be constructed in a vapor tight conduit.
- (ii) Installing appropriate vapor ventilation system and vapor/liquid barriers.
- (iii) Must construct the Public Improvements to the highest industry standards
- (iv) Must be responsible for handling, disposal and all Environmental Costs associated with contaminated soil or groundwater.

(b) If the Developer should be ordered or directed by any Governmental Authority or any other person to undertake Remediation of any Hazardous Materials at the Property or take any

other action to satisfy any requirements, conditions or stipulations any of any Environmental Law, the Developer, at no cost or expense to the City, shall comply with all Environmental Laws, conduct and complete, or cause to be conducted and completed, all required sampling, testing and monitoring and undertake, or cause to be undertaken, such Remediation promptly upon discovery or notice thereof and thereafter diligently and continuously pursue, or cause to be diligently and continuously pursued, such Remediation, completing each element, phase or stage of it within each applicable period established by any Governmental Authority empowered to enforce any applicable Environmental Law (or if no such period or schedule is established, in accordance with a reasonable schedule consistent with prudent business practice taking into account potentially adverse effects to the environment and individuals' health and safety), but in any case before any lien is created on the Property. If the Developer undertakes any Remediation, or causes it to be undertaken, the Developer shall conduct and complete, or cause to be conducted and completed, such Remediation (i) in compliance with all requirements and conditions of Environmental Laws, (ii) in accordance with the directives and orders of all appropriate Governmental Authorities and (iii) in accordance with sound business practice taking into account potentially adverse effects to the environment and individuals' health and safety. The conduct, completion, pursuit and undertaking of Remediation will be deemed satisfactory if carried out in accordance with the requirements and timetable of applicable Governmental Authority. If any Remediation fails to comply with requirements of Environmental Laws because of changes to said Environmental Laws, the Developer shall promptly undertake such Remediation and other work as is necessary to comply with the then-current Environmental Laws in the manner set forth in this Article VII.

Section 7.06. Environmental Representations and Warranties, Covenants and Indemnification.

(a) Environmental Representations and Warranties.

(i) The Developer represents and warrants that it has provided the City with all information the Developer has, or will subsequently provide the City with any information the Developer later obtains, obtain regarding or relating to the environmental condition of the Property, any Hazardous Materials at the Property, any applicable Environmental Permits and any known, threatened or alleged violation of any Environmental Law, including but not limited to, the pre-development well survey required to be obtained by the Developer pursuant to section 5.A.iii of the Deed.

(b) Environmental Covenants.

(i) The Developer covenants and expressly agrees that it has the resources to, and will comply with all applicable Environmental Laws and will inform the City of any concerns that emerge during the course of the development. Without limiting the foregoing, the Developer shall notify the City in writing within five (5) Business Days upon receipt by the Developer from any person of any inquiry, notice, claim, charge, cause of action or demand relating to any Environmental Laws or any Environmental Claim, including any notice of inspection or assertion of noncompliance with requirements of Environmental Laws, stating the basis of such inquiry or notification. The Developer shall promptly deliver to the City any and all documentation or records as the City may request in

connection with such notice or inquiry, and shall keep the City advised of any subsequent developments at all times.

(ii) The Developer will obtain, comply with and properly maintain all Environmental Permits required for the Property or any portion thereof and any operations conducted on the Property or any portion thereof.

(iii) The Developer will not do or permit anything that will cause the Property or any portion thereof to be in violation of any requirements, conditions or stipulations of any Environmental Law, or do or permit anything to be done that might subject the Property or any portion thereof to any enforcement actions under any Environmental Laws or any other Environmental Claim.

(iv) If the Developer should be ordered or directed by any Governmental Authority or any other person to undertake Remediation of any Hazardous Materials at the Property or take any other action to satisfy any requirements, conditions or stipulations any of any Environmental Law, the Developer, at no cost or expense to the City, shall comply with all Environmental Laws, conduct and complete, or cause to be conducted and completed, all required sampling, testing and monitoring and undertake, or cause to be undertaken, such Remediation promptly upon discovery or notice thereof and thereafter diligently and continuously pursue, or cause to be diligently and continuously pursued, such Remediation, completing each element, phase or stage of it within each applicable period established by any Governmental Authority empowered to enforce any applicable Environmental Law (or if no such period or schedule is established, in accordance with a reasonable schedule consistent with prudent business practice taking into account potentially adverse effects to the environment and individuals' health and safety), but in any case before any lien is created on the Property. If the Developer undertakes any Remediation, or causes it to be undertaken, the Developer shall conduct and complete, or cause to be conducted and completed, such Remediation (i) in compliance with all requirements and conditions of Environmental Laws, (ii) in accordance with the directives and orders of all appropriate Governmental Authorities and (iii) in accordance with sound business practice taking into account potentially adverse effects to the environment and individuals' health and safety. The conduct, completion, pursuit and undertaking of Remediation will be deemed satisfactory if carried out in accordance with the requirements and timetable of applicable Governmental Authority.

(v) If any Remediation fails to comply with requirements of Environmental Laws because of changes to said Environmental Laws, the Developer shall promptly undertake such Remediation and other work as is necessary to comply with the then-current Environmental Laws in the manner set forth in this Section 7.06.

(c) Indemnification.

THE DEVELOPER HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY, REIMBURSE, AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (ALL SUCH PERSONS AND

ENTITIES BEING REFERRED TO HEREIN INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS "INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, ACTIONS, CAUSES OF ACTION OR LIABILITY (INCLUDING ATTORNEYS' FEES AND COSTS), WHICH AT ANY TIME MAY BE IMPOSED UPON THE PROPERTY OR ANY PORTION THEREOF, THE INDEMNITEES, OR ANY OF THEM, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO OR ARISING OUT OF OR IN CONNECTION WITH (I) THE BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED HEREIN RELATING TO THE HAZARDOUS MATERIALS; (II) ANY VIOLATION OF ALLEGED VIOLATION OF ANY ENVIRONMENTAL LAW; (III) ENVIRONMENTAL CLAIMS; (IV) THE FAILURE OF THE DEVELOPER, OR ANY OTHER PARTY DIRECTLY OR INDIRECTLY CONNECTED WITH THE PROPERTY, OR AFFILIATED WITH THE DEVELOPER TO OBTAIN, MAINTAIN, OR COMPLY WITH ANY ENVIRONMENTAL PERMIT; (V) THE USE, GENERATION, MANUFACTURE, PRODUCTION, STORAGE, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, OR PRESENCE OF ANY HAZARDOUS MATERIALS ON, UNDER, ABOUT OR FROM THE PROPERTY, WHETHER EXISTING OR NOT EXISTING AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THE EXECUTION HEREOF AND REGARDLESS OF WHETHER OR NOT CAUSED BY, OR WITHIN THE CONTROL OF THE DEVELOPER; AND/OR (VI) ANY RELEASE, COVENANT NOT TO SUE, INDEMNITY OR ASSUMPTION OF RESPONSIBILITY BY THE CITY PURSUANT TO SECTIONS 10 AND 11 OF THE DEED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL: (A) DAMAGES FOR PERSONAL INJURY, OR INJURY TO THE PROPERTY, NEIGHBORING PROPERTIES, OR NATURAL RESOURCES OCCURRING UPON OR OFF THE PROPERTY, FORESEEABLE OR UNFORESEEABLE, INCLUDING, WITHOUT LIMITATION, THE COST OF DEMOLITION AND REBUILDING OF ANY IMPROVEMENTS ON THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PART OF THE PUBLIC IMPROVEMENTS), TOGETHER WITH INTEREST AND PENALTIES; (B) THE COSTS OF ANY REQUIRED OR NECESSARY ENVIRONMENTAL INVESTIGATION OR MONITORING, ANY REMEDIATION, ANY REPAIR, CLEANUP, OR DETOXIFICATION OF THE PROPERTY, AND THE PREPARATION AND IMPLEMENTATION OF ANY CLOSURE, REMEDIAL, OR OTHER REQUIRED PLANS INCLUDING FEES INCURRED FOR ATTORNEYS, CONSULTANTS, CONTRACTORS, EXPERTS AND LABORATORIES; AND (C) LIABILITY TO ANY THIRD PERSON OR ANY GOVERNMENTAL AUTHORITY TO INDEMNIFY SUCH PERSON OR GOVERNMENTAL AUTHORITY OR OTHERWISE FOR ANY COSTS, DAMAGES, LIABILITIES OR EXPENSES REFERENCED IN SUBPARAGRAPHS (A) AND (B) IMMEDIATELY ABOVE. THIS INDEMNITY INCLUDES CLAIMS OR LOSSES AGAINST THE INDEMNITEES ARISING IN STRICT LIABILITY OR ARISING FROM THE NEGLIGENCE OF ANY INDEMNITEE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) AND IS INTENDED TO ALLOCATE LIABILITY UNDER CERCLA. THIS COVENANT AND THE INDEMNITY CONTAINED HEREIN SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND SHALL CONTINUE IN EFFECT SO LONG AS A VALID CLAIM MAY BE LAWFULLY ASSERTED AGAINST ANY INDEMNITEE.

ARTICLE VIII.

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 8.01. Designation of Construction Manager, Construction Engineers.

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

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

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations, including the City Regulations, regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements at 100%.

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

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

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

The Public Improvements within each Phase shall reach Completion of Construction by the Public Improvement Completion Date.

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

Section 8.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

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

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

Such indemnity provision must be bolded and must be in two (2) points larger font so that the same is clearly conspicuous to the contractor.

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

(a) The following requirements apply to Construction Agreements for Public Improvements:

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

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

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

(b) City's Role: Public Improvements.

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

Section 8.03. Project Scope Verification.

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

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

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

Section 8.05. City Not Responsible.

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

Section 8.06. Construction Standards and Inspection.

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

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

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City or by any other governmental entity from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the

reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the exercise of reasonable judgment, the City Representative shall review the title report using their normal and customary review process for an easement and shall only object to matters in the title report if they would do so for any other easement granted directly to the City or to be obtained by the City for a public improvement. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative. For any land conveyed to the City, the City must be satisfied that all environmental conditions and Hazardous Materials have been remediated in accordance with Environmental Laws and Developer shall provide all necessary certifications to demonstrate compliance with State and Federal law.

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

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

Section 8.09. Additional Requirements.

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

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

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the

detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

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

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

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

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

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

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

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

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

(k) The Developer shall provide any other information or documentation or services required by City Regulations to the City's satisfaction, up to and including applicable compliance records with State and Federal Environmental Laws; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public

Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 8.10. Revisions to Scope and Cost of Public Improvements.

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

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

Section 8.11. City Police Powers.

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

Section 8.12. Title and Mechanic's Liens.

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

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged prior to the earlier of the date of acceptance of the applicable Public Improvements by the City of the related Public Improvements or thirty (30) days.

Section 8.13. City Consents.

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

Section 8.14. Right of the City to Make Inspection.

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

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

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

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

ARTICLE IX.

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement

Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City or another governmental entity, as designated by the City or another entity as designated by the City pursuant to an agreement, shall be responsible for all operation and maintenance of such Public Improvements, including all costs thereof and relating thereto, with the exception of any Public Improvements owned by the City but maintained by the HOA pursuant to an agreement.

(c) The City's obligation with respect to the reimbursement from Assessments of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or from Assessments collected for the reimbursement or payment of such costs pursuant to a Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the Project Cost Cap.

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

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

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

Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

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

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

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

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

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

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

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

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the

Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

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

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least two (2) years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X.

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

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

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

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements

or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

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

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

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, or Governmental Authority.

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

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

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

or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE XI.

MAINTENANCE OF CERTAIN IMPROVEMENTS

Section 11.01. Homeowners' Association.

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

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

(c) The Developer shall provide the City an opportunity to review covenants, conditions and restrictions prior to their filing and such covenants, conditions and restrictions for the HOA must be filed with the final plat, prior to the City's acceptance of any Public Improvements, and before any Assessments are levied by the City.

(d) The HOA covenants, conditions and restrictions shall contain a provision that they may not be revised without the consent of the City.

ARTICLE XII.

TERMINATION EVENTS

Section 12.01. Developer Termination Events.

(a) The Developer may terminate this Agreement upon an uncured Event of Default by the City.

Section 12.02. City Termination Events.

(a) The City may terminate this Agreement with respect upon an uncured Event of Default by the Developer pursuant to Article XIV herein.

(b) The City also may terminate this Agreement, (i) if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date, or (ii) no Commencement of Construction has begun on the Public Improvements within one (1) year of the Effective Date.

(c) The City may terminate this Agreement if the Developer has not submitted, or the City has not approved a revised Concept Plan that demonstrates, to the City's satisfaction, compliance with the Settlement Agreement and the Deed within one (1) year from the Effective Date.

Section 12.03. Termination Procedure.

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

Section 12.04. City Actions Upon Termination.

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

ARTICLE XIII.

TERM

This Agreement shall terminate upon the earlier of (i) the expiration of thirty (30) years from the Effective Date, (ii) the date upon which the City and the Developer discharge their obligations herein including construction of the Public Improvements and payment or reimbursement for the Public Improvement Project Costs (up to the Project Cost Cap), or (iii) the occurrence of a termination event under Article XII. Provided, however, that to the extent PID Bonds have been issued, the use of the City Tax Increment to subsidize Assessments shall continue, as set forth in the applicable SAP, until such PID Bonds are discharged.

ARTICLE XIV.

DEFAULT AND REMEDIES

Section 14.01. Developer Default.

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

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.

(b) The Developer shall fail to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(c) The Developer shall fail to comply with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within thirty (30) calendar days after written notice thereof is given by the City to the Developer;

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

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

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

(g) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; or

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

Section 14.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 14.01(g) above). Except with respect to cure periods set forth in 14.01 above, including (a) and (g), which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining

Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 14.03. City's Remedies.

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

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

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

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

Section 14.04. City Default.

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

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within sixty (60) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

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

Section 14.05. Developer's Remedies.

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

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

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

Section 14.06. No Waiver of Immunity.

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

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

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

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

(iii) The Parties may not recover attorneys' fees.

Section 14.07. Limitation on Damages.

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

Section 14.08. Waiver.

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

ARTICLE XV.

INSURANCE, INDEMNIFICATION AND RELEASE

Section 15.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below, in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of ONE MILLION DOLLARS (\$1,000,000) Per Occurrence or a limit equal to the amount of the contract amount, TWO MILLION DOLLARS (\$2,000,000) General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) Professional Liability (Errors and Omissions) insurance covering all services by the Developer's engineer with a minimum limit of ONE MILLION DOLLAR (\$1,000,000) for the Public Improvements and coverage shall continue for a minimum of two (2) years after the completion of construction thereof.

(v) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(vi) Each policy of insurance with the exception of Workers' Compensation and Professional Liability, shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vii) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(viii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within ten (10) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 15.02. Waiver of Subrogation Rights.

The Commercial General Liability, Workers' Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 15.03. Additional Insured Status.

With the exception of Workers' Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law, including products/completed operations.

Section 15.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days' advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days' written

notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 15.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and reasonably approved by City, and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 15.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL

LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XVI.

GENERAL PROVISIONS

Section 16.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other Party hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	City Manager 910 S. Friendswood Dr. Friendswood, Texas 77546 <u>281-996-3250</u>
With a copy to:	Attn: City Attorney 910 S. Friendswood Dr. Friendswood, Texas 77546 281-996-2801
To the Developer:	JMK5 Falling Leaf LLC Attn: Managing Member 308 W. Parkwood, Suite 104-A Friendswood, Texas 77546

Section 16.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City; and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 16.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements, may be assigned to any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements, shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned.

No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations with respect to any assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written notice to the lender. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property, except an end-user property owner, shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations or execute any document with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 16.04. Table of Contents; Titles and Headings.

The titles of the articles and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or affect of any of its provisions.

Section 16.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 16.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 16.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 16.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 16.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 16.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 15.03 herein, the requirements set forth below shall apply in the event that the Developer

sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within thirty (30) days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 16.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City, on the other hand, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 16.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the Mayor, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in a form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the estoppel shall be made by the City.

Section 16.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection with the Developer's obligations hereunder.

Section 16.14. Compliance with Homebuyer Disclosure Program. The Developer shall comply with the Disclosure Program attached hereto as Exhibit H.

Section 16.15. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement nor shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement nor shall be liable for any of the contractual obligations created hereunder.

Section 16.16. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.17. No Consent to Third-Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 16.18. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 16.19. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.20. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments or approval of a Reimbursement Agreement.

Section 16.21. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds.

Section 16.22. Recording Fees.

Any fees associated with the recording of documents in the real property records of Galveston County, as appropriate, in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Galveston County, as appropriate, of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 16.23. Statutory Representations. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

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

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

Section 16.24. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls.

Section 16.25. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree

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

Section 16.26. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

Section 16.27. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

Section 16.28. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 16.23 of this Agreement in a form acceptable to the Texas Attorney General.

Section 16.29. No Acceleration. No amounts due pursuant to this Reimbursement Agreement shall be subject to acceleration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF FRIENDSWOOD

By: _____
Name: Morad Kabiri
Title: City Manager
Date: _____

ATTEST

By: _____
Name: Leticia Brysch
Title: City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER

JMK5 Falling Leaf LLC,
a Texas Limited Liability Company

By: [Signature]

Name: Jerome M. Karam

Title: Managing Member, Director

Date: _____

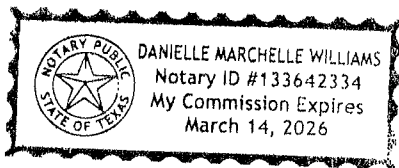
STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared **Jerome M. Karam**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he is the Managing Member, Director and duly authorized representative of JMK5 Falling Leaf LLC, a Texas limited liability company, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of February, 2025.



[Signature]
Notary Public, State of Texas
My Commission Expires: 3.14.2026

EXHIBIT A

PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION
117.506 ACRES (5,118,557 SQ. FT.)
ROBERT HOPPEL SURVEY, A-83
B.B.B. & C.R.R. CO. SURVEY, A-46
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

Being a tract or parcel containing 117.506 acres (5,118,557 square feet) of land situated in the Robert Hoppel Survey, Abstract Number 83 and the B.B.B. & C.R.R. Co. Survey, Abstract Number 46, Galveston County, Texas; being all of a called 61.892 acre tract of land (Parcel 1), all of a called 10.019 acre tract of land (Parcel 2) and all of a called 46.893 acre tract of land (Parcel 3) conveyed to JMK5 Falling Leaf, L.L.C. as described in deed recorded under Galveston County Clerk's File (G.C.C.F.) Number 2023024740 **SAVE AND EXCEPT** a 1.298 acre (56,553 square feet) portion of land out of said 61.892 acre tract lying in the B.B.B. & C.R.R. Co. Survey, Abstract Number 160, Brazoria County, Texas and being more particularly described as follows (bearings are grid and oriented to the Texas State Plane Coordinate System, South Central Zone Number 4204, US Survey Feet, NAD83):

BEGINNING at a 1-inch Iron pipe having Texas State Plane Grid Coordinates of X=3,168,514.00 and Y=13,750,362.36 found marking the most northerly corner of the B.T. Masterson Survey, A-732, the most westerly corner of said Robert Hoppel Survey, A-83 and said 61.892 acre tract; said Iron pipe for the most westerly corner of the herein described tract;

THENCE, North 41°31'29" East, along the common line of said Robert Hoppel Survey, A-83 and said B.B.B. & C.R.R. Co. Survey, A-160, a distance of 407.35 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most northerly corner of the herein described tract;

THENCE, South 07°18'06" East, departing said common line, over and across said 61.892 acre tract and along the Brazoria-Galveston County line, a distance of 493.71 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of the herein described tract;

THENCE, North 48°17'38" West, along the southwesterly line of said Robert Hoppel Survey, A-83 and said 61.892 acre tract, a distance of 277.67 feet to the POINT OF BEGINNING and containing 1.298 acres (56,553 square feet) of land. This description is based upon a Preliminary Plat of Falling Leaf Ranch prepared by Boundary One Surveyors, LLC dated February 21, 2025.

EXHIBIT B

DEED

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

SPECIAL WARRANTY DEED

Effective Date: June 1, 2023
May

Grantor: **EXXON MOBIL CORPORATION**, a New Jersey corporation, successor-in-interest to Humble Oil & Refining Company, a Texas corporation

Grantor's Mailing Address:

W3.2A.581
22777 Springwoods Village Parkway
Spring, TX 77389

Grantee: **JMK5 FALLING LEAF LLC**, a Texas limited liability company

Grantee's Mailing Address:

309 W. Parkwood, Suite 104A
Friendswood, TX 77546

Consideration: \$10.00 cash and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property: The surface estate of all that certain tract or parcel of land totaling 118.69 acres, more or less, located in Friendswood, Counties of Brazoria and Galveston, State of Texas, being more particularly described on **Appendix "1"** attached hereto and incorporated herein, together with all improvements, structures, and fixtures, if any, located in, on, or under the Property, and with all of Grantor's rights, titles, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of the land including, without limitation, all right, title, and interest of Grantor in and to adjacent streets, alleys,

Special Warranty Deed – Page 1

or rights-of-way, strips and gores, as well as all easements, if any, benefiting and/or burdening the land, subject to the Reservations from and Exceptions to Conveyance and Warranty herein (collectively, the "Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. **GRANTEE SPECIFICALLY ACKNOWLEDGES AND STIPULATES THAT IT UNDERSTANDS THAT THE PROPERTY i) MAY HAVE BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE REFINING, STORAGE, DISTRIBUTION, USE, AND MARKETING OF CRUDE OIL, PETROLEUM, PETROLEUM-BASED PRODUCTS, MOTOR FUELS, AND OTHER CHEMICALS OR DERIVATIVES, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, SOIL AND SUB-SOIL OF THE PROPERTY, AND THE SOIL, AIR, LAND, GROUNDWATER, AND WATER ON, UNDER, NEAR, OR ADJACENT THERETO, AND DRAINS, SEWERS, PIPES, WATER COURSES, AND WATER TABLES AT, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY MAY CONTAIN OR HAVE BEEN CONTAMINATED OR IMPACTED BY CHLORIDES, MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"), AND OTHER CHEMICALS, OR OTHER CONTAMINATION, AND ii) MAY, IN VARIOUS LOCATIONS CONTAIN, WITHOUT LIMITATION, ACTIVE, INACTIVE, AND/OR ABANDONED PIPELINES, TANKS, LINES, WELLS, PITS, PONDS, BUILDINGS, STRUCTURES, RELATED EQUIPMENT, AND OTHER STRUCTURES OR FACILITIES, ALONG WITH THE FOLLOWING SITE CONDITIONS: THE PROPERTY HAS HISTORICALLY BEEN A PART OF THE HASTINGS OIL FIELD AND BEEN USED FOR OIL AND GAS PRODUCTION SINCE THE 1940s. FORMER USE OF THE PROPERTY FOR OIL AND GAS PRODUCTION IS EVIDENCED BY APPROXIMATELY 17 PLUGGED AND ABANDONED WELLS, FORMER RESERVE PITS, FORMER CONCRETE DRILL PADS, ABOVE-GROUND STORAGE TANKS ("ASTs"), AND FORMER POND AREAS. OIL AND GAS OPERATIONS ENDED IN THE MID-1990s. THERE ARE TWO PIPELINE EASEMENTS ON THE TRACT: (i) A RIGHT-OF-WAY OWNED BY ENTERPRISE CRUDE PIPELINE LLC TO THE NORTH, AND (ii) A RIGHT-OF-WAY OWNED BY BP PIPELINES TO THE SOUTHWEST, BOTH CARRYING CRUDE OIL. THERE ARE THREE ABANDONED NATURAL GAS LINES, TWO OF WHICH ARE OWNED BY GRANTOR AND ONE OWNED BY TEXAS PETROLEUM INVESTMENT COMPANY. ON THE EAST CORNER OF THE TRACT, THERE IS A FORMER SALTWATER DISPOSAL FACILITY WHICH CONSISTED OF BUILDINGS, FIVE ASTs AND RESERVE PITS. A FORMER AST BATTERY OR RESERVE PIT WAS LOCATED ON THE NORTHERN CORNER.**
2. **Permitted Encumbrances.** Any and all i) valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations, exceptions, and other encumbrances of record; ii) all building and land use ordinances, laws, regulations, and restrictions by municipal or other governmental authority applicable to the Property; and iii) any other rights in or encumbrances on the Property which are evident by a physical inspection of the Property.
3. **Taxes.** Taxes and assessments for the current year are prorated as of the Effective Date above, and Grantee assumes the payment of all taxes and assessments after the Effective Date, including, but not limited to, all subsequent assessments for prior years due to a change in ownership, zoning, or land usage.

4. **Survey.** Any and all matters shown on that plat of survey completed by Walter P. Sass, Texas Registration No. 4410, of Weisser Engineering & Surveying ("Surveyor"), Job No. CM053, dated March 31, 2023, and last updated on May 15, 2023 ("Survey").
5. **Use Restrictions, Institutional Controls and Engineering Controls.**
- A. **As to the entire Property: Use Restrictions: No Agricultural Use; No Use of Groundwater; No Sub-structures.** The following Activity and Use Restrictions (defined below) are established and shall permanently apply to the entire Property:
- i. *No Agricultural or Groundwater Use.* The Property may not be used for any agricultural purposes. No groundwater in, on, or under the surface of the Property may be used for any purpose. The construction or installation of any water supply well, whether for drinking, human consumption, or any other purpose on the Property is prohibited. Grantor and Grantee acknowledge and agree that Texas law may provide that the owner of the mineral interest has the right to use groundwater for oil and gas operations. Any such usage by the owner of the mineral interest shall not affect the validity or enforceability of this permanent restriction against groundwater use or water wells contained in this subsection.
 - ii. *No Subsurface Use.* Excavation of the subsurface of the Property for development or construction of underground parking, basements, or sub-structures (other than foundations and footings) is prohibited; provided however, excavation for and construction of residential or community swimming pools shall be permitted provided that such construction is in compliance with the Engineering and Institutional Control Restrictions as defined in Subsection 5.B below. Excavation of the subsurface of the Property for storage spaces and utility conduits where hydrocarbon vapors may accumulate is prohibited. Notwithstanding the foregoing, existing subsurface utility conduits are permitted, and new subsurface utilities are allowed only if installed in vapor tight conduit in accordance with the then-present commercially reasonable industry standards and practices. Grantee is responsible for proper handling, disposal, and costs associated with contaminated soil or groundwater generated during its construction or any regulatory requirements resulting therefrom.
 - iii. *Well Survey.* Grantee and any subsequent owner agrees that before the Property is redeveloped, a survey to locate the specific locations of all oil and gas wells on the Property must be conducted. (i) No structures may be built within a 150-foot radius of any active oil and gas well; (ii) No structures may be built within a 100-foot radius of any inactive/capped/abandoned oil and gas well; and (iii) The oil and

gas wells must be reasonably accessible with a width for access of at least 50 feet. Items (i)-(iii) are collectively referred to as "Well Setbacks". Grantee and any subsequent owner of the Property will include in its disclosures for future transactions relating to the Property the disclosure of the specific locations of all oil and gas wells and the requirements relating to the Well Setbacks.

B. As to the entire Property: Engineering and Institutional Control Restrictions. The entire Property is subject to the following engineering and institutional controls:

- i. *Design and Construction.* Grantee's design and construction must be performed in accordance with all applicable laws and in accordance with commercially reasonable industry standards to protect human health and safety. Grantee is responsible for proper handling, disposal, and costs associated with contaminated media (e.g., soil or groundwater) generated during its construction or any regulatory requirements resulting therefrom.
- ii. *Impervious Liners or Vapor Barriers.* Grantee must use appropriately engineered impervious liners or vapor barriers designed, constructed, and maintained to: (1) prevent the migration of (including to the interior of); and (2) prevent damage to structures from hydrocarbon vapors or liquids and/or chlorides, if any, from the soil to any structures, underground utilities, swimming pools or storm water retention/detention ponds, and community play areas, including without limitation, sealed sumps and storm or storm pond liners constructed at or on the Property. Such barrier or liner must be installed by a licensed contractor experienced in the installation of such barriers or liners. In addition, Grantee must maintain the barrier or liner so that it remains as an effective barrier or liner. The barrier or liner must be of the appropriate strength and quality and at an appropriate level beneath ground level. Such installation must be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.
- iii. *Slab on Grade.* Grantee agrees that all buildings constructed on the Property must be constructed either slab on grade or slab over a void box which is above a vapor barrier, and must not have any living, working, storage, or parking areas below grade other than a void box above a vapor barrier. Notwithstanding the foregoing, below grade utilities, foundations and swimming pools are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor ventilation system and vapor/liquid barrier as provided in Subsection 5.B.ii above.

- C. **As to the Restricted Areas (defined below): Use Restrictions: No Development or Construction.** In addition to those Activity and Use Restrictions outlined in Subsections 5.A and 5.B above, the following additional Activity and Use Restrictions are established and shall permanently apply to the Restricted Areas (as depicted and described by metes and bounds on **Appendix "2"**):
- i. *No Development or Construction.* A portion of the Property depicted and more particularly described by metes and bounds on **Appendix "2"** attached hereto and incorporated herein ("**Restricted Areas**") may not be redeveloped or used for any purpose including (but not limited to) for residential, commercial, industrial, or recreational use or construction.
- D. The restrictions, prohibitions, and limitations contained in the immediately preceding Subsections 5.A, 5.B, and 5.C above are referred to as "**Activity and Use Restrictions.**"

6. **Rights of Access and Negotiation.**

- A. *Access Rights.* Notwithstanding anything to the contrary contained herein and without limiting the breadth and scope of Grantee Obligations (defined below) in any way, Grantor excepts herefrom and reserves to itself and its successors and assigns the right of reasonable access to, and ingress and egress to and from, the Property ("**Access Rights**"), at no cost or expense to Grantor, in the event Grantor is required by any governmental agency or regulatory or judicial authority, whether federal, state, or local, to investigate the condition of the Property. Such Access Rights shall inure to the benefit of Grantor and its affiliates and their respective employees, agents, and contractors.
- B. *Right to Negotiate.* In the event Grantor is required by any governmental agency or regulatory or judicial authority, whether federal, state, or local, to investigate the condition of the Property, Grantor reserves and shall have the sole and exclusive option and right, but shall not be obligated, to negotiate, compromise, or settle with, and to litigate against, such agency or authority on Grantor's behalf any and all issues regarding i) the nature, scope, duration, timing, and extent of such investigation and remedial activities proposed or required of Grantor by such agency or authority, ii) any remediation plans, iii) any requirements or orders of such agency or authority, and iv) the completion or termination of investigation and/or remediation efforts by Grantor. Grantor is not authorized or obligated to negotiate, compromise, settle, or litigate on Grantee's or any future occupant's or owner's behalf.
- C. The Access Rights and rights to negotiate reserved by Grantor contained in Subsections 6.A and 6.B above are referred to as "**Access and Negotiation**"

Rights." The term "Activity and Use Restrictions and Access Rights" shall mean and refer to the Activity and Use Restrictions and Access and Negotiations Rights, collectively.

7. **Activity and Use Restrictions and Access Rights Run with the Land.** The Activity and Use Restrictions and Access Rights shall run with the land, are binding on Grantor and Grantee and all their successors and assigns, as well as all future occupants and owners of the Property, and shall be recognized in, and survive, all subsequent sales, transfers, leases, assignments, or other conveyances, in whole or part, of the Property. The Activity and Use Restrictions and Access Rights shall be included in all deeds or other instruments associated with any subsequent sale, transfer, lease, assignment, or other conveyance, in whole or in part, of the Property, and the failure to include the Activity and Use Restrictions and Access Rights in any future deeds or instruments shall in no way limit or impair the validity of the Activity and Use Restrictions and Access Rights. The Activity and Use Restrictions and Access Rights will remain effective and in force permanently unless and until waived in writing by Grantor, in its sole discretion.
8. **Oil, Gas, and Other Mineral Reservation; Waiver of Surface Use; Reservation of Subsurface Drilling Rights.** Grantor excepts herefrom and reserves unto itself, its affiliates, their successors and assigns, and predecessors in title in accordance with its or their respective interests of record, all oil, gas, and other minerals of every character in, on, or under the Property, but Grantor on behalf of itself, its successors and assigns, and its predecessors in title, to the extent Grantor has the right to bind such predecessors, and in exercise of its executive leasing rights does hereby forever release and relinquish its right to enter upon and use the surface of said Property for exploring and drilling for and producing and mining such oil, gas, and other minerals; provided that Grantor shall have and hereby reserves on its behalf and its affiliates, successors and assigns the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the Property conveyed hereby, and the right to pool and combine such Property, in whole or in part, with other land for the purpose of exploring and drilling for and producing and mining such minerals by virtue of operations conducted on such other lands, but not the Property conveyed hereby.
9. **"AS-IS" Conveyance; No Warranties.** As a material part of the Consideration for this Special Warranty Deed, Grantor and Grantee acknowledge and agree that Grantee is taking the Property "**AS-IS, WHERE-IS, AND WITH ALL FAULTS,**" with any and all latent and patent defects, and that there is **NO WARRANTY OR REPRESENTATION BY GRANTOR (OTHER THAN THE WARRANTY OF TITLE), AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, SUITABILITY, HABITABILITY, NON-INFRINGEMENT, AND FINANCIAL VALUE. FURTHER, GRANTEE WAIVES ANY AND ALL CLAIMS (AS DEFINED IN SECTION 12) ARISING FROM OR RELATED TO THE AS-IS CONDITION OF THE PROPERTY.** Grantee acknowledges

and stipulates that Grantee is not relying on any representation, statement, agreement, inducement, or other assertion with respect to the condition of the Property (to include, without limitation, the environmental or physical condition), but is relying solely on Grantee's examination of the Property. Further, Grantee acknowledges and stipulates that it has had access to the Property to conduct its own investigation and assessment, and is well aware of the condition of the Property.

10. **Release, Covenant Not to Sue, and Indemnity.** Grantee, for itself and its successors and assigns i) agrees and **covenants not to sue** Grantor Related Parties (as defined in Section 12) for any and all Claims (as defined in Section 12), and ii) agrees to **acquit, release, and forever discharge and to indemnify, defend and hold harmless** Grantor Related Parties from any and all Claims, in both cases i) and ii), that arise out of or relate to, in any way, the condition, ownership, use, maintenance, or operation of the Property at any time, whether before, on, or after the Effective Date, no matter how or when caused, whether known or unknown, under any Law (as defined in Section 12). Any and all Claims not herein released or discharged by Grantee are hereby **irrevocably and without recourse assigned and transferred in full** to Grantor.
11. **Assumption of Responsibility.** Grantee, for itself and its successors and assigns, **assumes, undertakes, and accepts any and all responsibilities, obligations, risks, and liabilities**, if any, for i) the environmental and/or physical condition of the Property whether existing, created, or set in place before, on, or after the Effective Date, whether known or unknown, no matter how or when caused, whether based on past, present, or future conditions, operations, activities, or events arising under or related to any Law, and ii) the assessment, characterization, remediation, removal, transportation, disposal, treatment, or other disposition of any and all pollutants, contaminants, wastes, materials, and substances in, on, or under the Property or which are related to or arising from the Property at any time, whether before, on, or after the Effective Date, whether hazardous or not, that is or may be required under any Law; and iii) without in any way limiting the breadth or scope of the foregoing sub-clauses i) and ii), those prior uses and site conditions identified in Section 1 above.
12. **Definitions.** As used herein, the following terms have the meanings described below:

"Grantor Related Parties" means collectively Grantor, and each of its respective parents, affiliates, subsidiaries, employees, officers, directors, and agents, and all their respective representatives, successors, and assigns

"Claims" means any and all losses, damages, claims, demands, liabilities, suits, causes of action, cross-claims, or counterclaims; any and all rights of contribution, subrogation, indemnity, or reimbursement; any and all liens, payments, penalties or fines (civil or criminal), or taxes; and any and all expenses, costs, or fees, to include without limitation and by way of example only, attorneys' and expert

witness fees and court costs, civil or criminal penalties or fines, taxes, and any other charges of any kind or nature whatsoever.

"Law" means any statute, law, rule, regulation, or ordinance, whether federal, state, or local, whether at law or equity, whether by statute, common law, administrative, or regulatory proceeding or otherwise, **whether based on the negligence, gross negligence, strict liability, willful misconduct, or other conduct of any party hereto or otherwise**, to include without limitation and by way of example only, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Safe Drinking Water Act, and the Clean Water Act, or similar or counterpart state statutes.

13. The release, covenant not to sue and assumption of responsibility obligations, as set forth in Sections 10 and 11 above are hereinafter referred collectively as "Grantee Obligations."

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, and subject to and conditioned upon Grantee's acceptance and agreement to undertake the Grantee Obligations as set forth above, grants, bargains, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and its successors and assigns forever. Grantor binds Grantor and its successors and assigns to warrant and forever defend title to the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to i) the Reservations from and Exceptions to Conveyance and Warranty, and ii) Grantee Obligations, when the claim is by, through, or under Grantor but not otherwise.

The parties acknowledge and agree that i) the recitals set forth above are incorporated herein for all purposes, ii) the captions beside the numbered paragraphs of this instrument are for convenience only and will not limit, enlarge, modify, or otherwise affect this Special Warranty Deed, and iii) when the context requires, singular nouns and pronouns include the plural.

Grantee and Grantor acknowledge and agree that the reservations, covenants, restrictions, and obligations contained in the Reservations from and Exceptions to Conveyance and Warranty, the Activity and Use Restrictions and Access Rights, and Grantee Obligations, as set forth in this Special Warranty Deed i) are reasonable in their purpose, ii) touch and concern the Property, iii) are covenants running with the land making up the Property, and iv) shall be binding on Grantee, and its successors-in-interest, successors-in-title, and assigns, forever.

For purposes of this Special Warranty Deed, the Effective Date hereof will be the date and time this Deed has been executed by both parties ("Effective Date").

[Signature pages follow.]

[Special Warranty Deed signature page 1 of 2]

GRANTOR:

EXXON MOBIL CORPORATION,
a New Jersey corporation

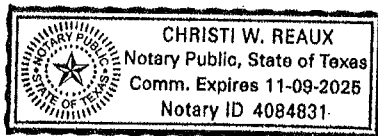
By: 
Name: Maria M. Quezada
Title: Agent and Attorney-in-Fact

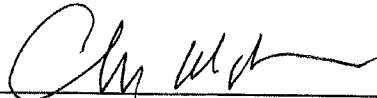
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on May 22nd, 2023, by Maria M. Quezada, as Agent and Attorney-in-Fact of **EXXON MOBIL CORPORATION**, a New Jersey corporation, on behalf of said corporation.




Notary Public, State of Texas
My commission expires: _____

[Signature pages continue.]

[Special Warranty Deed signature page 2 of 2]

Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the Grantee Obligations set forth herein, all of which will be binding upon Grantee, its successors or assigns.

GRANTEE:

JMK5 FALLING LEAF LLC

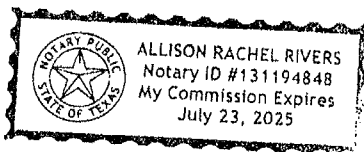
By: [Signature]
Name: Jerome Karam
Title: Managing Member

STATE OF TEXAS

COUNTY OF Galveston

§
§
§

This instrument was acknowledged before me on May 31, 2023, by Jerome Karam [name], as Managing Mbr [title] of JMK5 Falling Leaf LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas
My commission expires: July 23, 2025

APPENDIX "1"

To Special Warranty Deed, from

PROPERTY DESCRIPTION

PARCEL 1

**DESCRIPTION OF A 61.892-ACRE (2,696,016 SQ. FT.)
TRACT OF LAND SITUATED IN THE ROBERT
HOPPEL SURVEY, A-83, GALVESTON COUNTY,
TEXAS AND BRAZORIA COUNTY, TEXAS**

Being a description of a 61.892-acre (2,696,016 square foot) tract of land situated in the Robert Hoppel Survey, A-83, Galveston County, Texas and Brazoria County, Texas. Said 61.892-acre tract being out the residue of a called 114.8326-acre tract of land conveyed to Exxon Mobil Corporation, by deed recorded under Galveston County Clerk's File No. 2000010231 of the Official Public Records of Real Property, Galveston County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.000129828. All distances are surface:

BEGINNING (N=13,750,362.36, E=3,168,514.00) at a 1-inch iron pipe found for the west corner of said residue of the 114.8326-acre tract, being the north corner of a called 0.832-acre tract of land conveyed to Gilbert J. Goerig, by deed recorded in Volume (92) 1019, Page 328 of the Deed Records of Brazoria County, Texas and being located in the southwest line of a tract conveyed to Denbury Onshore, LLC by deed recorded in Volume 1651, Page 250 of the Deed Records of Galveston County, Texas;

THENCE North 41 deg. 31 min. 29 sec. East, with the northwest line of said residue of the 114.8326-acre tract, with the southeast line of said Denbury Onshore Tract, and a northwest line of said line of said tract herein described, a distance of 2,140.07 feet to a 5/8-inch iron rod with cap stamped "Surycon" found for the north corner of said tract herein described, located in the southwest right-of-way line of Hackney Road (60-feet wide), and for the north corner of Lot 1, Block 2 of Mustang Meadows, Section One, by plat recorded in Volume 15, Page 14 of the Galveston County Map Records;

THENCE South 47 deg. 50 min. 25 sec. East, with the northeast line of said residue of said 114.8326-acre tract, with the northeast line of said Lot 1, 2 3 and 4 of said Block 2, with the southwest right-of-way line of said Hackney Road and the northeast line of said tract herein described, a distance of 1,241.34 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a curve to the right;

THENCE in an southerly direction, with the southeast line of said Lot 4, with a southeast line of said tract herein described and along said curve to the right, having a radius of 50.00 feet, a central angle of 89 deg. 59 min. 24 sec., a chord bearing South 02 deg. 50 min. 07 sec. East, a chord distance of 70.70 feet and an arc length of 78.53 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the northwest right-of-way line of Falling Leaf Drive (60-Foot Wide Right-Of-Way), by plat recorded in Volume 15, Page 14 of the Galveston County Map Records, and for the end of said curve;

THENCE South 42 deg. 10 min. 11 sec. West, with the southeast line of said residue of said 114.8326-acre tract, with the southeast line of said Lots 4 and 5 of said Block 2, the northwest right-of-way line of said Falling Leaf Drive and a southwest line of said tract herein described, a distance of 700.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a curve to the right;

THENCE in a westerly direction, with a south line of said Lot 5, with a south line of said tract herein described and along said curve to the right, having a radius of 50.00 feet, a central angle of 90 deg. 19 min. 42 sec., a chord bearing South 87 deg. 19 min. 59 sec. East, a chord distance of 70.91 feet and an arc length of 78.83 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the northeast right-of-way line of D Bar Circle (60-Foot Wide Right-Of-Way), by plat recorded in Volume 15, Page 14 of the Galveston County Map Records, for the end of said curve;

THENCE North 47 deg. 49 min. 49 sec. West, with a southwest line of said residue of said 114.8326-acre tract, with the southwest line of said Lot 5 of said Block 2 and with the northeast right-of-way line of said D Bar Circle and a southeast line of said tract herein described, a distance of 221.97 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set an interior corner;

THENCE South 42 deg. 10 min. 11 sec. West, with a northwest line of said residue of said 114.8326-acre tract, and with the northwest right-of-way line of said D Bar Circle and with a northwest line of said tract herein described, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set an interior corner;

THENCE South 47 deg. 49 min. 49 sec. East with a southeast line of said residue of said 114.8326-acre tract, with the northeast line of Lot 6 of said Block 2 and with the northeast right-of-way line of said D Bar Circle and with a northeast line of said tract herein described, a distance of 221.97 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described and the beginning of a curve to the right;

THENCE in an southerly direction, with the southeast line of said Lot 6, with a southeast line of said tract herein described and along said curve to the right, having a radius of 50.00 feet, a central angle of 90 deg. 20 min. 23 sec., a chord bearing South 02 deg. 59 min. 16 sec. East, a chord distance of 70.92 feet and an arc length of 78.84 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the northwest right-of-way line of said Falling Leaf Drive, for an angle point of said tract herein described and the end of said curve;

THENCE South 42 deg. 10 min. 11 sec. West, with the southeast line of said residue of said 114.8326-acre tract, with the southeast line of said Lot 6 and 7 of said Block 2 with the and northwest right-of-way line of said Falling Leaf Drive and with a southeast line of said tract herein described, a distance of 655.76 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set the beginning of a curve to the right;

THENCE in a westerly direction, with a southeast line of said Lot 7, with a south line of said tract herein described and along said curve to the right, having a radius of 50.00 feet, a central angle of 90 deg. 54 min. 36 sec., a chord bearing South 87 deg. 02 min. 36 sec. West, a chord distance of 71.27 feet and an arc length of 77.33 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the northeast right-of-way line of B Bar Circle (60-Foot Wide Right-Of-Way), by plat recorded in Volume 15, Page 14 of the Galveston County Map Records, for a point of reverse curvature of said tract herein described;

THENCE in a northwesterly direction, with a southwest line of said Lot 7, with a southwest line of said tract herein described and along said curve to the left, having a radius of 260.00 feet, a central angle of 19 deg. 32 min. 48 sec., a chord bearing North 55 deg. 21 min. 39 sec. West, a chord distance of 88.27 feet and an arc length of 88.70 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the northeast right-of-way line of said B Bar, for the end of said curve;

THENCE North 65 deg. 08 min. 04 sec. West, with a southwest line of said Lot 7, with a northeast right-of-way line of said B Bar Circle and with a southwest line of said tract herein described, a distance of 65.17 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set the beginning of a curve to the right;

THENCE in a northwesterly direction, with a southwest line of said Lot 7, with a southwest line of said tract herein described and along said curve to the right, having a radius of 229.00 feet, a central angle of 15 deg. 05 min. 53 sec., a chord bearing North 56 deg. 28 min. 24 sec. West, a chord distance of 60.17 feet and an arc length of 60.34 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the end of said curve;

THENCE North 47 deg. 49 min. 49 sec. West, with a southwest line of said residue of said 114.8326-acre tract, with the southwest line of said Lot 7 of said Block 2 and with the northwest right-of-way line of said B Bar Circle and a southeast line of said tract herein described, a distance of 12.89 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set an interior corner;

THENCE South 42 deg. 10 min. 11 sec. West, with a southeast line of said residue of said 114.8326-acre tract and with the northwest right-of-way line of said B Bar Circle and with a southeast line of said tract herein described, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set an interior corner;

THENCE South 47 deg. 49 min. 49 sec. East, with a northeast line of said residue of said 114.8326-acre tract, with the southwest right-of-way line of said B Bar Circle and with a northeast

line of said tract herein described, a distance of 12.25 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a southeast corner of said tract herein described;

THENCE South 42 deg. 10 min. 11 sec. West, with a northeast line of said residue of said 114.8326-acre tract and with the southwest right-of-way line of said B Bar Circle and with a northeast line of said tract herein described, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE South 47 deg. 49 min. 49 sec. East, with a northeast line of said residue of said 114.8326-acre tract and with the southwest right-of-way line of said B Bar Circle and with a northeast line of said tract herein described, a distance of 1.04 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a curve to the left;

THENCE in a southeasterly direction, with a northeast line of Lot 8 of said Block 2, with a northeast line of said tract herein described and along said curve to the left, having a radius of 289.00 feet, a central angle of 15 deg. 13 min. 10 sec., a chord bearing South 56 deg. 24 min. 48 sec. East, a chord distance of 76.54 feet and an arc length of 76.77 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the end of said curve;

THENCE South 65 deg. 07 min. 29 sec. East, with a northeast line of said Lot 8, with a southwest right-of-way line of said B Bar Circle and with a northeast line of said tract herein described, a distance of 66.33 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set the beginning of a curve to the right;

THENCE in a southeasterly direction, with a northeast line of said Lot 8, with a northeast line of said tract herein described and along said curve to the right, having a radius of 200.04 feet, a central angle of 19 deg. 32 min. 41 sec., a chord bearing South 55 deg. 21 min. 39 sec. East, a chord distance of 67.90 feet and an arc length of 68.24 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a point of compound curvature;

THENCE in a southerly direction, with a northeast line of said Lot 8, with a northeast line of said tract herein described and along said curve to the right, having a radius of 56.38 feet, a central angle of 83 deg. 44 min. 20 sec., a chord bearing South 02 deg. 21 min. 27 sec. East, a chord distance of 75.26 feet and an arc length of 82.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the end of said curve;

THENCE South 42 deg. 10 min. 11 sec. West, with the southeast line of said residue of said 114.8326-acre tract, with the southeast line of said Lot 6 and 7 of said Block 2 and with the northwest right-of-way line of said Falling Leaf Drive and with a southwest line of said tract herein described, a distance of 400.39 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for a south corner of said tract herein described, located in the northeast line of said tract conveyed to Denbury Onshore LLC, by deed recorded under Galveston County Clerk's File No. 2014005159 of the Official Public Records of Real Property, Galveston County, Texas,

THENCE North 48 deg. 16 min. 20 sec. West, with the southwest line of said residue of the 114.8326-acre tract, with the northeast line of said Denbury Onshore LLC tract and with a southwest line of said tract herein described, a distance of 981.44 feet to an angle point;

THENCE North 48 deg. 17 min. 38 sec. West, with the southwest line of said residue of the 114.8326-acre tract, with the northeast line of a 0.832-acre tract and with a southwest line of said tract herein described, a distance of 285.85 feet the **POINT OF BEGINNING** and containing 61.892 acres (2,696,016 square feet) of land.

Being the same land as described as Parcel 1 in Title Commitment GF No. NTS-100527-TX, effective April 6, 2023, issued April 17, 2023.

PARCEL 2

DESCRIPTION OF A 10.019-ACRE (436,423 SQ. FT.) TRACT OF LAND SITUATED IN THE B.B.B. & C. R.R. COMPANY SURVEY, A-46, GALVESTON COUNTY, TEXAS

Being a description of a 10.019-acre (436,423 square foot) tract of land situated in the B.B.B.&C, R.R. Company Survey, A-46, Galveston County, Texas. Said 10.019-acre tract being Lot 18 of the Einar Hoidale's Subdivision as recorded by plat in Volume 12, Page 9 of the Map Records of Galveston County, Texas and being conveyed to Humble Oil and Refining Company (now Exxon Mobil Corporation), by deed recorded in Volume 715, Page 54 of the Deed Records of Galveston County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.000129828. All distances are surface:

COMMENCING FOR REFERENCE (N=13,750,362.36, E=3,168,514.00) at a 1-inch iron pipe found for the west corner of the Robert Hopple Survey, A-83 and being located in the southeast line of said B.B.B.&C, R.R. Company Survey, A-46, the west corner of the residue of a 114.8326-acre tract as conveyed to Exxon Mobil Corporation, by deed recorded under Galveston County Clerk's File No. 2000010231 of the Official Public Records of Real Property, Galveston County, Texas, being the north corner of a called 0.832-acre tract of land conveyed to Gilbert J. Goerig, by deed recorded in Volume (92) 1019, Page 328 of the Deed Records of Galveston County, Texas and being located in the southeast line of a 81.1042-acre tract conveyed to Denbury Onshore, LLC, by deed recorded under Galveston County Clerk's File No. 2009006234 of the Official Public Records of Real Property, Galveston County, Texas;

THENCE North 41 deg. 31 min. 29 sec. East, with the southwest line of said B.B.B.&C, R.R. Company Survey, A-46, with the northwest line of the residue of said 114.8326-acre tract, with the southeast line of said 81.1042-acre tract, and with a northwest line of said line of said tract herein described, a distance of 1,565.77 feet to a 1/2-inch iron rod found for the south corner and **POINT OF BEGINNING (N=13,751,534.45, E=3,169,551.89)** of said tract herein described,

being the south corner of said Lot 18 and the east corner of the Mattie D. Huff Subdivision as recorded by plat in Volume 3, Page 100 of the Plat Records of Brazoria County, Texas;

THENCE North 48 deg. 09 min. 42 sec. West, with the southwest line of said Lot 18, with the northeast line of said Mattie D. Huff Subdivision and with the southwest line of said tract herein described, a distance of 724.12 feet to a 5/8-inch iron rod found for the west corner of said tract herein described;

THENCE North 41 deg. 35 min. 34 sec. East, with the northwest line of said Lot 18 and the southeast line of Lot 8 of said Einar Hoidale's Subdivision and with the northwest line of said tract herein described, a distance of 602.04 feet to a PK Nail with tag marked "TBPLS FFN #1004465-00 found for the north corner of said tract herein described, located at the centerline of Hackney Road;

THENCE South 48 deg. 18 min. 49 sec. East, with the northeast line of said Lot 18 and the southwest line of Lot 17 of said Einar Hoidale's Subdivision, with the centerline of said Hackney Road and with the northeast line of said tract herein described, a distance of 723.16 feet to a hole in asphalt road with tone signal found for the east corner of said tract herein described;

THENCE South 41 deg. 03 min. 27 sec. West, with the southeast line of said Lot 18 and with the southeast line of said tract herein described, a distance of 29.66 feet to a 5/8-inch iron rod with cap marked "Survcon" found for an angle point of said tract herein described. Being the north corner of the residue of said 114.8326-acre tract and located in the southwest right-of-way line of said Hackney Road and the north corner of Lot 1, Block 2 of Mustang Meadows, Section One as recorded by plat in Volume 15, Page 14 of the Map Records of Galveston County, Texas;

THENCE South 41 deg. 31 min. 29 sec. West, with the southeast line of said Lot 18, with the northwest line of residue of said 114.8326-acre tract, with the northwest line of said Lot 1, and with the southeast line of said tract herein described, a distance of 574.30 feet to the **POINT OF BEGINNING** and containing 10.019 acres (436,423 square feet) of land.

Being the same land as described as Parcel 2 in Title Commitment GF No. NTS-100527-TX, effective April 6, 2023, issued April 17, 2023.

PARCEL 3

DESCRIPTION OF A 46.893-ACRE (2,042,671 SQ. FT.) TRACT OF LAND SITUATED IN THE ROBERT HOPPEL SURVEY, A-83, GALVESTON COUNTY, TEXAS

Being a description of a 46.893-acre (2,042,671 square foot) tract of land situated in the Robert Hoppel Survey, A-83, Galveston County, Texas. Said 46.893-acre tract being out of the residue of a called 114.8326-acre tract of land conveyed to Exxon Mobil Corporation, by deed recorded under Galveston County Clerk's File No. 2000010231 of the Official Public Records of Real Property, Galveston County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central

Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.000129828. All distances are surface:

COMMENCING (N=13,750,362.36, E=3,168,514.00) at a 1-inch iron pipe found for the west corner of said Robert Hoppel Survey, A-83 and the southwest line of the B.B.B. & C. R.R. Co. Survey, A-46 and for the west corner of said residue of the 114.8326-acre tract, being the north corner of a called 0.832-acre tract of land conveyed to Gilbert J. Goerig, by deed recorded in Volume 1019, Page 328 of the Deed Records of Brazoria County, Texas and being located in the southwest line of a tract conveyed to Denbury Onshore, LLC by deed recorded in Volume 1651, Page 250 of the Deed Records of Galveston County, Texas;

THENCE South 48 deg. 17 min. 38 sec. East, with the southwest line of said Robert Hoppel Survey, A-83, with a southwest line of the residue of said 114.8326-acre tract and the northeast line of said 0.832-acre tract, a distance of 285.85 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE South 48 deg. 16 min. 20 sec. East, with the southwest line of said Robert Hoppel Survey, A-83, with a southwest line of the residue of said 114.8326-acre tract and the northeast line of a tract conveyed to Denbury Onshore, LLC by deed recorded under File No. 2014005159 of the Official Public Records of Galveston County, Texas, a distance of 1,041.44 feet to a 2-inch aluminum cap found in the southeast right-of-way line of Falling Leaf Drive, (60-Foot Wide Right-Of-Way), by plat recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas, for the west corner of Lot 9, Block 2 of Mustang Meadows, Section One, by plat recorded in Volume 15, Page 14 of the Map Records of Galveston County, Texas, and for the west corner and **POINT OF BEGINNING (N=13,749,479.12, E=3,169,504.53)** of said tract herein described;

THENCE North 42 deg. 10 min. 11 sec. East, with the northwest line of the residue of said 114.8326-acre tract, with the southeast right-of-way line of said Falling Leaf Drive, with the northwest line of said Lot 9 and with a northwest line of said tract herein described, a distance of 396.52 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a curve to the right;

THENCE in an easterly direction, with a north line of the residue of said 114.8326-acre tract, with the north line of said Lot 9, with a north line of said tract herein described and along said curve to the right, having a radius of 50.00 feet, a central angle of 86 deg. 12 min. 15 sec., a chord bearing North 89 deg. 20 min. 42 sec. East, a chord distance of 68.33 feet and an arc length of 75.23 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the southwest right-of-way line of B Bar Circle (60-Foot Wide Right-Of-Way), by plat recorded in Volume 15, Page 14 of the Galveston County Map Records, for the end of said curve;

THENCE South 49 deg. 49 min. 49 sec. East, with a northeast line of the residue of said 114.8326-acre tract, with the southwest right-of-way line of said B Bar Circle, with the northeast line of said Lot 9, with the northeast line of Lot 10 of said Mustang Meadows, Section One and with a northeast line of said tract herein described, a distance of 356.37 feet to a 5/8-inch iron rod

with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a non-tangent curve to the left;

THENCE in a northeasterly direction, with a northwest line of the residue of said 114.8326-acre tract, with the northeast line of said Lot 10, with the north line of Lot 11 of said Mustang Meadows, Section One, with the west line of Lot 12 of said Mustang Meadows, Section One, with the southwest line of Lot 13 of said Mustang Meadows, Section One, with a southeast line of said tract herein described and along said curve to the left, having a radius of 50.00 feet, a central angle of 286 deg. 15 min. 37 sec., a chord bearing North 40 deg. 10 min. 11 sec. East, a chord distance of 60.00 feet and an arc length of 249.81 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the northeast right-of-way line of said B Bar Circle, in the southwest line of said Lot 13, for the end of said curve;

THENCE North 49 deg. 50 min. 05 sec. West, with a southwest line of the residue of said 114.8326-acre tract, with the northeast right-of-way line of said B Bar Circle, with the southwest line of said Lot 13, with the southwest line of Lot 14 of said Mustang Meadows, Section One and with a southwest line of said tract herein described, a distance of 352.64 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the beginning of a curve to the right;

THENCE in a northerly direction, with a west line of the residue of said 114.8326-acre tract, with the west line of said Lot 14, with a west line of said tract herein described and along said curve to the right, having a radius of 50.00 feet, a central angle of 90 deg. 02 min. 06 sec., a chord bearing North 04 deg. 50 min. 03 sec. West, a chord distance of 70.75 feet and an arc length of 78.57 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the southeast right-of-way line of said Falling Leaf Drive, in the northwest line of said Lot 14 and, for the end of said curve;

THENCE North 42 deg. 10 min. 11 sec. East, with a northwest of the residue of said 114.8326-acre tract, with the southeast right-of-way line of said Falling Leaf Drive, with the northwest line of said Lot 14 and with a northwest line of said tract herein described, a distance of 1,578.54 feet to a 2-inch aluminum cap stamped "CROWLEY PIPELINE AND LAND SURVEYORS RPLS 5210" found for the intersection of the southeast right-of-way line of said Falling Leaf Drive and the southwest right-of-way line of Hackney Road (60-Foot Wide Right-Of-Way) by plat recorded in Volume 2175, Page 10 of the Galveston County Map Records, in the northeast line of said residue of the 114.8326-acre tract and for the north corner of said tract herein described;

THENCE South 47 deg. 51 min. 05 sec. East, with the southwest right-of-way line of said Hackney Road, with the northeast line of the residue of said 114.8326-acre tract and with a northwest line of said tract herein described, a distance of 964.28 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the east corner of the residue of said 114.8326-acre tract and for the east corner of said tract herein described;

THENCE South 41 deg. 31 min. 47 sec. West, with the southeast line of the residue of said 114.8326-acre tract, with the northwest line a called 39.39-acre tract of land conveyed to William M. Hartman and Patricia Hartman, by deed recorded under Galveston County Clerk's File No.

2015025009 of the Official Public Records of Real Property, Galveston County, Texas, and with a southeast line of said tract herein described, a distance of 2,122.69 feet to a 60d nail found for the south corner of said residue of the 114.8326-acre tract and for the south corner of said tract herein described;

THENCE North 48 deg. 16 min. 20 sec. West, with the southwest line of said residue of the 114.8326-acre tract, with the northeast line of Block 1 of Creekwood Estate, recorded by Plat No. 2011A of the Map Records of Galveston County, Texas, and with a southwest line of said tract herein described, a distance of 988.02 feet to the **POINT OF BEGINNING** and containing 46.893 acres (2,042,671 square feet) of land.

Being the same land as described as Parcel 3 in Title Commitment GF No. NTS-100527-TX, effective April 6, 2023, issued April 17, 2023.

This description is accompanied by a survey of even survey date.

Compiled by:

Weisser Engineering & Surveying
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 10194324
TBPE Reg. No.: F-68
Job No. CM053
Date: 03/31/2023

TAX PARCEL ID Nos. 171534, 184120, 184122, 184123, 184148, 184149, 184150, 184151, 184152, 184153, 184154, 184155, 184156, 184157, 184158, 184159, 184160, and 184161

APPENDIX "2"

To Special Warranty Deed, from
EXXON MOBIL CORPORATION, as Grantor, and
JMK5 HOLDINGS, LLC, as Grantee

DEPICTION OF RESTRICTED AREAS

RESTRICTED AREA 1

**DESCRIPTION OF A 6.114-ACRE
(266,318 SQ. FT.) TRACT OF LAND
SITUATED IN THE ROBERT HOPPEL
SURVEY, A-83, GALVESTON COUNTY, TEXAS**

Being a description of a 6.114-acre (266,318 square foot) tract of land situated in the Robert Hoppel Survey, A-83, Galveston County, Texas. Said 6.114-acre tract being out the residue of a called 114.8326-acre tract of land conveyed to Exxon Mobil Corporation, by deed recorded under Galveston County Clerk's File No. 2000010231 of the Official Public Records of Real Property, Galveston County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.000129828. All distances are surface;

COMMENCING FOR REFERENCE (N=13,750,410.45, E=3,171,648.99) at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set the east corner of said residue of the 114.8326-acre tract, located in the southwest right-of-way line of Hackney Road (60-feet wide);

THENCE North 47 deg. 51 min. 05 sec. West, with the northeast line of said residue of the 114.8326-acre tract and with the southwest right-of-way line of said Hackney Road, a distance of 150.40 feet to the east corner and **POINT OF BEGINNING (N=13,750,511.36, E=3,171,537.50)** of said tract herein described;

THENCE South 46 deg. 43 min. 32 sec. West, over and across said residue of the 114.8326-acre tract and with the southeast line of said tract herein described, a distance of 182.28 feet to an angle point;

THENCE South 46 deg. 08 min. 28 sec. West, over and across said residue of the 114.8326-acre tract and with the southeast line of said tract herein described, a distance of 322.79 feet to an angle point;

THENCE South 83 deg. 24 min. 05 sec. West, over and across said residue of the 114.8326-acre tract and with the south line of said tract herein described, a distance of 206.53 feet to an angle point;

THENCE North 24 deg. 20 min. 42 sec. West, over and across said residue of the 114.8326-acre tract and with the southwest line of said tract herein described, a distance of 369.20 feet to an angle point;

THENCE North 03 deg. 06 min. 14 sec. East, over and across said residue of the 114.8326-acre tract and with the west line of said tract herein described, a distance of 84.69 feet to an angle point;

THENCE North 87 deg. 58 min. 03 sec. East, over and across said residue of the 114.8326-acre tract and with the north line of said tract herein described, a distance of 230.95 feet to an angle point;

THENCE North 21 deg. 36 min. 49 sec. East, over and across said residue of the 114.8326-acre tract and with the northwest line of said tract herein described, a distance of 264.42 feet to an angle point;

THENCE North 43 deg. 35 min. 10 sec. East, over and across said residue of the 114.8326-acre tract and with the northwest line of said tract herein described, a distance of 37.39 feet to an angle point, located in the southwest right-of-way line of said Hackney Road;

THENCE South 47 deg. 51 min. 05 sec. East, with the northeast line of the residue of said 114.8326-acre tract, with the southwest right-of-way line of said Hackney Road and with the northeast line of said tract herein described, a distance of 491.30 feet to the **POINT OF BEGINNING** and containing 6.114 acres (266,318 square feet) of land.

This description is accompanied by a survey of even survey date.

Compiled by:

Weisser Engineering & Surveying
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 10194324
TBPE Reg. No.: F-68
Job No. CM053
Date: 03/31/2023

RESTRICTED AREA 2

**DESCRIPTION OF A 0.1974-ACRE
(8,600 SQ. FT.) TRACT OF LAND
SITUATED IN THE B.B.B. & C. R.R. COMPANY
SURVEY, A-46, GALVESTON COUNTY, TEXAS**

Being a description of a 0.1974-acre (8,600 square foot) tract of land situated in the B.B.B.&C, R.R. Company Survey, A-46, Galveston County, Texas. Said 0.1974-acre tract being part of Lot 18 of the Einar Hoidale's Subdivision as recorded by plat in Volume 12, Page 9 of the Map Records of Galveston County, Texas and being conveyed to Humble Oil and Refining Company (now Exxon Mobil Corporation), by deed recorded in Volume 715, Page 54 of the Deed Records of Galveston County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204, NAD 83 (2011) epoch 2010.00, all coordinates shown hereon are grid coordinates and may be converted to surface by multiplying by the combined scale factor of 1.000129828. All distances are surface:

COMMENCING FOR REFERENCE (N=13,750,362.36, E=3,168,514.00) at a 1-inch iron pipe found for the west corner of the Robert Hopple Survey, A-83 and being located in the southeast line of said B.B.B.&C, R.R. Company Survey, A-46, the west corner of the residue of a 114.8326-acre tract as conveyed to Exxon Mobil Corporation, by deed recorded under Galveston County Clerk's File No. 2000010231 of the Official Public Records of Real Property, Galveston County, Texas, being the north corner of a called 0.832-acre tract of land conveyed to Gilbert J. Goerig, by deed recorded in Volume (92) 1019, Page 328 of the Deed Records of Galveston County, Texas and being located in the southeast line of a 81.1042-acre tract conveyed to Denbury Onshore, LLC, by deed recorded under Galveston County Clerk's File No. 2009006234 of the Official Public Records of Real Property, Galveston County, Texas;

THENCE North 41 deg. 31 min. 29 sec. East, with the southwest line of said B.B.B.&C, R.R. Company Survey, A-46, with the northwest line of the residue of said 114.8326-acre tract, with the southeast line of said 81.1042-acre tract, and with a northwest line of said line of said tract herein described, a distance of 1,682.04 feet to an angle point;

THENCE North 48 deg. 56 min. 14 sec. West over and across said Lot 18, a distance of 557.78 feet to the south corner and **POINT OF BEGINNING (N=13,751,987.83, E=3,169,208.46)** of said tract herein described;

THENCE North 48 deg. 56 min. 14 sec. West over and across said Lot 18 and with the southwest line of said tract herein described, a distance of 104.67 feet to the west corner of said tract herein described;

THENCE North 42 deg. 32 min. 09 sec. East over and across said Lot 18 and with the northwest line of said tract herein described, a distance of 85.50 feet to the north corner of said tract herein described;

THENCE South 45 deg. 40 min. 05 sec. East over and across said Lot 18 and with the northeast line of said tract herein described, a distance of 103.83 feet to the east corner of said tract herein described;

THENCE South 41 deg. 55 min. 03 sec. West over and across said Lot 18 and with the southeast line of said tract herein described, a distance of 79.56 feet to the **POINT OF BEGINNING** and containing 0.1974 acres (8,600 square feet) of land.

This description is accompanied by a survey of even survey date.

Compiled by:

Weisser Engineering & Surveying
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 10194324
TBPE Reg. No.: F-68
Job No. CM053
Date: 03/27/2023

FILED AND RECORDED

Instrument Number: 2023024935

Recording Fee: 114.00

Number Of Pages: 24

Filing and Recording Date: 06/01/2023 3:35PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

EXHIBIT C

PUBLIC IMPROVEMENT PROJECT COSTS

The Projects listed and their costs are estimates and final projects and costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

**FRIENDSWOOD PARKWAY @ FALLING LEAF RANCH
CONSTRUCTION COST ESTIMATE**

Updated: 12/18/2024

	QUANTITY	UNIT	UNIT PRICE	TOTAL
PRE-CONSTRUCTION ACTIVITY				
Boundary Survey & Topographic Survey	1	EA	\$18,000.00	\$18,000.00
Geotechnical Investigation	1	EA	\$15,178.00	\$15,178.00
Site Engineering	1	EA	\$188,000.00	\$188,000.00
Development Agreement - Attorney Fees	1	EA	\$100,000.00	\$100,000.00
Financial Modeling for TIRZ Agreement - Financial Services	1	EA	\$10,000.00	\$10,000.00
Subtotal=				\$331,178.00
GENERAL				
Strip Site & Haul Off	7	AC	\$8,000.00	\$56,000.00
Filter Fabric Silt Fence	6,180	LF	\$3.00	\$18,540.00
Inlet Protection	20	EA	\$70.00	\$1,400.00
Construction Entrance 1 - 50' x 28'	1,400	SF	\$4.00	\$5,600.00
C-Sand Testing & Concrete Testing Services	1	LS	\$40,000.00	\$40,000.00
Subtotal=				\$121,540.00
UTILITY WORK				
Fire Hydrant	2	EA	\$4,800.00	\$9,600.00
8" Sanitary Sewer Connection	500	EA	\$60.00	\$30,000.00
8" PVC Sanitary Sewer with Cement Stabilized Bedding	500	LF	\$30.00	\$15,000.00
Sanitary Sewer Manhole	3	EA	\$3,500.00	\$10,500.00
Subtotal=				\$65,100.00
STORM SEWER WORK (Includes Cement Stabilized Bedding)				
24" RCP Storm Sewer	3,600	LF	\$85.00	\$306,000.00
18" RCP Storm Sewer	500	LF	\$65.00	\$32,500.00
60" RCP Storm Sewer Detention System	8,500	LF	\$200.00	\$1,700,000.00
Type "B-B" Inlet	20	EA	\$1,800.00	\$36,000.00
Type "A" Inlet with junction box	14	EA	\$2,200.00	\$30,800.00
Storm Sewer Manhole with junction box	15	EA	\$2,800.00	\$42,000.00
Subtotal=				\$2,147,300.00
EARTHWORK & PAVEMENT				
6" Concrete Pavement	144,000	SF	\$6.00	\$864,000.00
6" Lime Stabilized Subgrade	180,000	SF	\$1.00	\$180,000.00
4"x 12" Curb	6,100	LF	\$9.00	\$54,900.00
Concrete Sidewalk	29,000	SF	\$5.00	\$145,000.00
Subtotal=				\$1,243,900.00
LANDSCAPING				
6' tall Crepe Myrtle	200	EA	\$500.00	\$100,000.00
Site Irrigation	10	Zones	\$2,000.00	\$20,000.00
6' Concrete Panel Fence & Wood Fence	6,000	LF	\$120.00	\$720,000.00
Sodding	18,400	SY	\$2.00	\$36,800.00
Subtotal=				\$876,800.00
CITY ACCEPTANCE OF INFRASTRUCTURE				
Sanitary Sewer Mandrel Test & TV-ing	1	LS	\$10,400.00	\$10,400.00
Waterline Chlorination and Bacterial Testing	1	LS	\$12,500.00	\$12,500.00
Storm Sewer TV-ing with Power Wash	1	LS	\$15,000.00	\$15,000.00
As-built survey of Sanitary, Storm & Paving	1	LS	\$14,000.00	\$14,000.00
Lot Iron Rod Setting	1	EA	\$25,000.00	\$25,000.00
Subtotal=				\$76,900.00
CONTRACTOR OVERHEAD & PROFIT				
Fuel, Porta Potty, Job Trailer, Waste Dumpster, Site Maintenance	8 Month	\$	3,350.00	\$ 26,800.00
General Liability Insurance	8 Month	\$	1,200.00	\$ 9,600.00
Project Superintendent	8 Month	\$	6,000.00	\$ 48,000.00
Project Management	8 Month	\$	8,000.00	\$ 64,000.00
Contractor's Profit (8%)	1	LS		\$ 497,970.00
Subtotal =				\$ 646,370.00
Total Development Cost =				\$5,509,088.00

**FALLING LEAF RANCH (SUBDIVISION INFRASTRUCTURE)
CONSTRUCTION COST ESTIMATE**

Updated: 12/18/2024

	QUANTITY	UNIT	UNIT PRICE	TOTAL
PRE-CONSTRUCTION ACTIVITY				
Boundary Survey & Topographic Survey	1	EA	\$26,800.00	\$26,800.00
Environmental Assessment - Phase II	1	EA	\$70,000.00	\$70,000.00
Environmental Mitigation of Chorides	1	EA	\$360,000.00	\$350,000.00
Geotechnical Investigation	1	EA	\$28,000.00	\$28,000.00
Site Engineering	1	EA	\$250,000.00	\$250,000.00
Drainage Impact Analysis Modeling	1	EA	\$80,000.00	\$80,000.00
TIA for the Subdivision	1	EA	\$35,000.00	\$35,000.00
Subdivision Plat Services - Final Plat Recordation	1	EA	\$40,000.00	\$40,000.00
PID Agreement with City of Friendswood - Attorney Fees	1	EA	\$250,000.00	\$250,000.00
Financial Modeling for PID Reimbursement - Financial Services	1	EA	\$100,000.00	\$100,000.00
Subtotal=				\$1,229,800.00
GENERAL				
Construction Stakeout	44	Lot	\$250.00	\$11,000.00
Strip Site & Haul Off	25	AC	\$6,000.00	\$150,000.00
Filter Fabric Silt Fence	10,380	LF	\$3.00	\$31,140.00
Inlet Protection	44	EA	\$70.00	\$3,080.00
Construction Entrance 1 - 60' x 28'	1,400	SF	\$4.00	\$5,600.00
Perimeter Swale to convey offsite drainage	10,400	LF	\$5.00	\$52,000.00
C-Sand Testing & Concrete Testing Services	1	LS	\$40,000.00	\$40,000.00
Subtotal=				\$292,820.00
UTILITY WORK				
8" Tap	1	EA	\$3,800.00	\$3,800.00
8" PVC Water Line with Bank Sand Bedding	8,250	LF	\$58.00	\$478,500.00
1" Water Line Service	1,550	LF	\$25.00	\$38,750.00
Fire Hydrant	15	EA	\$4,800.00	\$72,000.00
8" Sanitary Sewer Connection	1	EA	\$3,800.00	\$3,800.00
8" PVC Sanitary Sewer with Cement Stabilized Bedding	7,950	LF	\$60.00	\$477,000.00
6" Sanitary Sewer Laterals	1,550	LF	\$30.00	\$46,500.00
Sanitary Sewer Manhole	39	EA	\$3,500.00	\$136,500.00
Subtotal=				\$1,256,850.00
PRIVATE UTILITY WORK				
TX New Mexico power service	44	Lot	\$4,500.00	\$198,000.00
Entex Gas	44	Lot	\$500.00	\$22,000.00
SWB Telephone	44	Lot	\$500.00	\$22,000.00
Subtotal=				\$242,000.00
STORM SEWER WORK (Includes Cement Stabilized Bedding)				
24" RCP Storm Sewer	6,230	LF	\$86.00	\$529,550.00
18" RCP Storm Sewer	1,770	LF	\$65.00	\$115,050.00
60" RCP Storm Sewer	900	LF	\$275.00	\$247,500.00
Type "B-B" Inlet	44	EA	\$1,800.00	\$79,200.00
Type "A" Inlet with junction box	3	EA	\$1,801.00	\$5,403.00
Storm Sewer Manhole	0	EA	\$2,800.00	\$0.00
Storm Sewer Manhole with junction box	54	EA	\$2,801.00	\$151,254.00
Emergency Spillways & Pilot Channel	12,840	SF	\$5.00	\$64,200.00
Subtotal=				\$1,192,157.00
EARTHWORK & PAVEMENT				
Detention Pond Excavation	104,700	CY	\$4.00	\$418,800.00
Spread Excavated Dirt From Pond	104,700	CY	\$2.00	\$209,400.00
Detention Pond Conc Pilot Channel	5,000	SF	\$5.00	\$25,000.00
6" Concrete Pavement	232,680	SF	\$6.00	\$1,396,080.00
6" Lime Stabilized Subgrade	290,850	SF	\$1.00	\$290,850.00
4"x 12" Curb	15,295	LF	\$9.00	\$137,655.00
Concrete Sidewalk	62,000	SF	\$5.00	\$310,000.00
Perimeter Swale Around Lots	8,850	CY	\$4.00	\$35,400.00
Subtotal=				\$2,823,185.00
LANDSCAPING				
6' tall Crepe Myrtle	505	EA	\$500.00	\$252,500.00
Site Irrigation	12	Zones	\$8,000.00	\$96,000.00
6' Concrete Panel Fence & Wood Fence	0	LF	\$30.00	\$0.00
Sodding	18,800	SY	\$2.00	\$37,600.00
Hydromulching	60,700	SY	\$1.00	\$60,700.00
Subtotal=				\$446,800.00
SIGNAGE & MISC				
Monument Sign	3	EA	\$25,000.00	\$75,000.00
Subtotal=				\$75,000.00
CITY ACCEPTANCE OF INFRASTRUCTURE				
Sanitary Sewer Mandrel Test & TV-ing	1	LS	\$10,400.00	\$10,400.00
Waterline Chlorination and Bacterial Testing	1	LS	\$12,500.00	\$12,500.00
Storm Sewer TV-ing with Power Wash	1	LS	\$15,000.00	\$15,000.00
As-built survey of Sanitary, Storm & Paving	1	LS	\$14,000.00	\$14,000.00
Lot Iron Rod Setting	1	EA	\$25,000.00	\$25,000.00
Subtotal=				\$76,900.00
CONTRACTOR OVERHEAD & PROFIT				
Fuel, Porta Potty, Job Trailer, Waste Dumpster, Site Maintenance	8	Month	\$3,350.00	\$26,800.00
General Liability Insurance	8	Month	\$1,200.00	\$9,600.00
Project Superintendent	8	Month	\$6,000.00	\$48,000.00
Project Management	8	Month	\$8,000.00	\$64,000.00
Contractor's Profit (8%)	1	LS		\$707,000.00
Subtotal =				\$855,400.00
(Hard Cost) Total Construction Cost=				\$8,490,912.00

CONCEPT PLAN

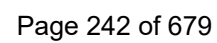


EXHIBIT E

LANDOWNER CONSENT

CONSENT OF LANDOWNER

This Consent and Agreement of Landowner is issued by _____, an _____, as the landowner (the "Landowner") who holds record title to all property located within the Falling Leaf Ranch Public Improvement District (the "PID") created by the City of Friendswood pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 20__, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance"). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PHASE]

Landowner hereby declares and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinance and the Service and Assessment Plan and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorneys' fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Galveston County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of 2/28, 2025

**JMK5 Falling Leaf LLC,
a Texas Limited Liability Company**

By: 

Name: Jerome M. Karam

Title: Managing Member, Director

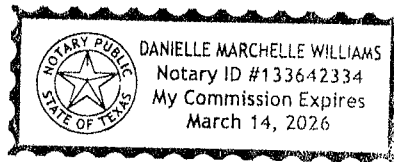
Date: 2.28.2025

STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 28 day of February, 2025, by Jerome M. Karam, as Managing Member, Director of JMK5 Falling Leaf LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas

EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Friendswood, Texas, Special Assessment Revenue Bonds, Series 20__ (Falling Leaf Ranch Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the JMK5 Falling Leaf LLC, a Texas limited liability company (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund
from _____, N.A., (the "Trustee"), in the amount of _____
(\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Falling Leaf Ranch Public Improvement District.

In connection with the above-referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Payment Certificate on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below-referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the costs identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Falling Leaf Ranch Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.
7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).
8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

**JMK5 Falling Leaf LLC,
a Texas Limited Liability Company**

By:

Name:

Title:


Jerome Karam
Managing Member

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the Parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
\$ _____	\$ _____

CITY OF FRIENDSWOOD, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT G

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for JMK5 Falling Leaf LLC, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the "Trustee") in the amount of _____ DOLLARS (\$ _____) for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

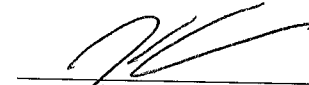
**JMK5 Falling Leaf LLC,
a Texas Limited Liability Company**

By:

Name:

Title:

Date:


Jerome Karam
managing member
2.28.2025

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
\$ _____	\$ _____

City of Friendswood

By:

Name: _____

Title: _____

Date: _____

EXHIBIT H

HOMEBUYER DISCLOSURE PROGRAM

The Developer perform the following with respect to disclosure to buyers of residential property in the PID and if lots are sold to third-party builders, shall require in its contracts with such builders within the PID that the builders provide notice to prospective purchasers in accordance with the following minimum requirements:

1. Attach the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each purchaser's contract on brightly colored paper.
2. Collect a copy of the addendum signed by each buyer and provide to the City.
3. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places within the Development.
4. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

SETTLEMENT AGREEMENT

10TH JUDICIAL DISTRICT COURT

Page 253 of 679

for the extension of Friendswood Parkway through TIRZ No. 2 connecting FM 528 to FM 2351;

WHEREAS, Plaintiffs own real property at 36 Wilderness Trail, which is adjacent to TIRZ NO. 2;

WHEREAS, Plaintiffs objected to the creation of TIRZ No. 2 and the route of the extension of Friendswood Parkway and filed a lawsuit in *Christopher and Blaire Johnson v. City of Friendswood Mayor Mike Foreman, et. al.*, Cause No. 24-CV-1392 in the 10th Judicial District Court of Galveston County, Texas (the "Lawsuit") seeking to restrain the Defendants from moving forward with taking any further action under Ordinance 2024-17 related to TIRZ No. 2;

WHEREAS, Plaintiffs obtained a temporary restraining order *ex parte* in the Lawsuit on or about August 26, 2024, restraining the Defendants from moving forward with taking any further action under Ordinance 2024-17 related to TIRZ No. 2;

WHEREAS, Defendants objected to the legal basis for the Plaintiffs' claims in the Lawsuit, Defendants filed an Answer in the Lawsuit disputing Plaintiffs' claims, and the City and Defendants began preparing to defend the legality of the creation of TIRZ No. 2 at a Temporary Injunction hearing set for September 25, 2024 in the Lawsuit;

WHEREAS, to avoid the uncertainty, time and expense which would accompany the further pursuit and defense of the Lawsuit, the Parties desire to enter into this Agreement to resolve the dispute among the Parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Authority. The Parties warrant that they are authorized to enter into this Agreement and that by their signatures below, it will become a binding agreement.

2. Friendswood Parkway. In consideration of the release and dismissal provisions set forth herein, Defendants and the City agree to route Friendswood Parkway primarily along the existing 60-foot right-of-way, parallel to Applewood Drive, between Wilderness Trails and W Castlewood Drive as shown in yellow on Exhibit A to this Agreement. Under no circumstance, will the future Friendswood Parkway travel down Wilderness Trail, or be expanded further west than the existing pipeline easement shown in red on Exhibit A to this Agreement, and thereafter shall not be within one thousand two hundred (1,200) feet of Plaintiffs' property located at 36 Wilderness Trail, as measured by the City GIS Map. Defendants and the City will take no action to approve an alignment for Friendswood Parkway outside of the parameters noted above and depicted in Exhibit A.

3. Wilderness Trail Homeowners Association. Prior to said section of Friendswood Parkway connecting to FM 528, and/or FM 2351, the Wilderness Trail Homeowners Association ("HOA") may request that W Castlewood Drive be gated with an emergency access gate on the eastern side of the future intersection with Friendswood Parkway. Defendants and the

City will not oppose any such request by the Wilderness Trail HOA and will cooperate with the Wilderness Trail HOA in effectuating such an emergency access gate. Defendants and the City agree that any consideration to remove and/or permanently open the emergency access gate will require the approval of the Wilderness Trail HOA.

4. **Dismissals With Prejudice of Claims in Lawsuit.** In consideration of the agreements of the City and Defendants in paragraphs 2 and 3 of this Agreement, Plaintiffs agree to dismiss their claims in the Lawsuit with prejudice to the refile of same within two (2) business days of the execution of this Agreement.

5. **Plaintiffs' Release of City and Defendants.** Subject to the conditions of this Agreement, Plaintiffs RELEASE and DISCHARGE the City and Defendants from any and all of the claims that were asserted or that could have been asserted based on the facts plead in the Lawsuit, including any claim that TIRZ No. 2 and/or the routing of Friendswood Parkway were illegally created and/or created in violation of the Texas Tax Code or City ordinances or regulations and will also COVENANT NOT TO SUE on that basis. Plaintiffs' release is not an admission that TIRZ No. 2 was legally created, but an agreement to release disputed claims. This provision is not intended to release any potential future claims of Plaintiffs regarding the development within TIRZ No. 2 or the construction of Friendswood Parkway that is unrelated to the creation of TIRZ No. 2 or the routing of Friendswood Parkway as established in this Agreement.

6. **Hazardous Materials.** The City and Defendants agree that the construction, and future expansion, of Friendswood Parkway shall be in compliance with all applicable environmental laws, including all requirements for notification and remediation pertaining to the presence or release of Hazardous Materials. Hazardous Materials means any solid, liquid, gaseous, or thermal pollutant, irritant, or contaminant, including but not limited to soot, acids, alkalis, vapors, fumes, or toxic chemicals, waste, and waste material, and/or by-products or progeny thereof whether known or unknown. Hazardous Materials include, but are not limited to, all of the following: hazardous wastes or constituents (as defined in Paragraph 1004 of RCRA); hazardous substances (as defined in CERCLA); oil or petroleum products; and any other substances or materials regulated by Environmental Laws. For clarification and not limitation, tetrachloroethylene, perchloroethylene, and/or tetrachloroethene (PCE or PERC); methyl tert-butyl benzene and methyl tert-butyl ether (MTBE); benzene; toluene; ethylbenzene; xylene; other volatile organic hydrocarbons (VOHs); polycyclic aromatic hydrocarbons (PAHs); any petroleum hydrocarbons; gasoline and additives to gasoline; and any of their daughter or degradation products (including but not limited to trichloroethylene (TCE), dichloroethylene (DCE), and vinyl chloride) are Hazardous Materials.

7. **Confidentiality.** To the extent permitted by law, the Parties agree to keep the terms of this Agreement confidential for a period of thirty (30) days after the execution of this Agreement. Notwithstanding anything contained herein to the contrary, the Parties agree that each may indicate to third parties that the dispute between the Parties regarding TIRZ No. 2 has been amicably resolved and the Lawsuit will be or has been dismissed. Additionally, the Parties may issue joint statements with mutually agreeable language, but neither shall unilaterally issue a written statement regarding the terms of this Agreement during the above-referenced 30-day period.

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter herein, and supersedes any prior agreements, understandings, negotiations, representations, statements, and discussions, oral or written, concerning the subject matter hereof. There are no representations, agreements, arrangements, promises, discussions, negotiations, statements, or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for herein, and the Parties shall not be bound by or liable for any alleged representation, agreement, arrangement, statement or understanding. None of the Parties have relied on any agreements, discussions, negotiations, arrangements, promises, understandings, statements or representations that have been made by any other party related to the subject matter herein that are not set forth in this Agreement, and no party is entitled to rely on any such agreement, discussion, negotiation, arrangement, promise, understanding, statement or representation.

9. **Modification and Amendment.** No change, amendment, waiver or discharge of any provision of all or any part of this Agreement shall be valid unless such change, amendment, waiver or discharge is in writing and duly executed by the Parties to this Agreement, or their authorized agents.

10. **Non-Assignment.** The Parties agree that the rights, obligations and privileges contained in this Agreement are not assignable without the written consent of all Parties to this Agreement.

11. **Costs and Fees.** The Parties agree that any costs and/or attorneys' fees incurred in connection with the Lawsuit and the settlement of this matter will be borne by the party incurring same.

12. **Waiver.** The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

13. **Severability.** If any portion of this Agreement (except for paragraph 2 of this Agreement) is found to be null, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and be severable.

14. **Miscellaneous.** This Agreement is a result of substantial negotiations between the Parties and their counsel. Accordingly, the fact that counsel for one party or another drafted this Agreement shall not be material to the interpretation of this Agreement. Additionally, the headings herein are for reference only and do not impact the interpretation or meaning of this Agreement.

15. **Effectiveness.** This Agreement shall become effective following execution of all Parties and upon approval by the Friendswood City Council at a duly called and noticed meeting.

IN WITNESS WHEREOF, the Parties cause this Agreement to be executed as of the date of the first written above.

CHRISTOPHER L. JOHNSON

Date: 9/20/24

BLAIRE JOHNSON

Date: 9/25/24

MIKE FOREMAN, in his official capacity as Mayor of the City of Friendswood

Date: 09/23/2024

MORAD KABIRI, in his official capacity as City Manager of the City of Friendswood

Date: 09/23/2024

SALLY BRANSON, in her official capacity as a City Council Member of the City of Friendswood

Date: 09/23/2024

Error! Unknown document property name.

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: March 3, 2025

Date submitted: 02/03/2025

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

Subject: Consider on the second and final reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update fees for "Buildings and Building Regulations," "Peddlers, Solicitors, Canvassers and Itinerant Vendors," "Wrecker Service Towing Fees," and "Credit Card Payment Processing Convenience Fees."

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of a proposed ordinance amending Appendix D "Schedule of Fees, Rates, Chares, Deposits, Bond and Insurance" of the Friendswood City Code to update the following:

- (a) fees for building and building regulations;
- (b) fees for peddlers, solicitors, canvassers, and itinerant vendors.
- (c) wrecker service towing fees; and
- (d) credit card payment processing convenience fees.

A document showing the changes to the fees is attached to this item.

This proposed ordinance was approved on first reading at the February 3, 2025, City Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Appendix D - Fees
2. Fee Update Presentation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE FEES FOR (I) BUILDING AND BUILDING REGULATIONS; (II) PEDDLERS, SOLICITORS, CANVASSERS AND ITINERANT VENDORS; (III) WRECKER SERVICE TOWING FEES; AND (IV) CREDIT CARD PAYMENT PROCESSING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, in order to recover a portion of the cost of providing the services specified herein and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the fee schedule contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code (the "Fee Schedule") consistent with this ordinance; and

WHEREAS, the City Council desires to amend the Fee Schedule to update:

- (a) fees for building and building regulations;
- (b) fees for peddlers, solicitors, canvassers, and itinerant vendor registrations;
- (c) wrecker service towing fees; and
- (d) credit card payment processing convenience fees; and

WHEREAS, the City Council finds that the fees referenced herein are reasonable, bear a substantial relationship to the costs of providing such goods and services, and meet all constitutional and statutory requirements applicable to the same; 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 contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Buildings and Building Regulations" fees, which fees are amended to read 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
--	-------------	--------	--------------

...

Buildings and Building Regulations				
	(1)	<i>Building Permit Fees (Electrical):</i>		14-162
	a.	Permit issuance fee (non-refundable)	\$40.00	
	b.	Residential: Habitable space less than 5,000 square feet	\$200.00	
	c.	Residential: Habitable space of 5,000 square feet or more	\$275.00	
	d.	Residential: Non-habitable space less than 5,000 square feet	\$100.00	
	e.	Residential: Non-habitable space 5,000 square feet or more	\$175.00	
	f.	Storage building, patio, outdoor kitchen, swimming pool repairs	\$100.00	
	g.	New Swimming Pool	\$100.00	
	h.	Solar Panels	\$100.00	
	i.	Generator	\$100.00	
	j.	Sign installation or repair	\$75.00	
	k.	Reconnect	\$75.00	
	l.	Commercial: less than 5,000 square feet	\$200.00	
	m.	RESERVED		
	n.	Commercial: 5,001 – 11,999 square feet	\$250.00	
	o.	Commercial 12,000 – 40,000 square feet	\$300.00	
	p.	Commercial: 40,001 – 80,000 square feet	\$400.00	
	q.	Commercial: 80,001 square feet and up	\$500.00	
	(2)	<i>Building Permit Fees (Plumbing & Gas):</i>		14-252
	a.	Permit issuance fee (non-refundable)	\$40.00	
	b.	Residential: Habitable space less than 5,000 square feet	\$200.00	
	c.	Residential: Habitable space of 5,000 square feet or more	\$275.00	
	d.	Residential: Non-habitable space less than 5,000 square feet	\$100.00	
	e.	Residential: Non-habitable space 5,000 square feet or more	\$175.00	
	f.	Storage building, patio, outdoor kitchen, swimming pool repairs	\$100.00	
	g.	New Swimming Pool	\$100.00	
	h.	Generator	\$50.00	
	i.	Annual Gas Test	\$75.00	
	(3)	<i>Building Permit Fees (Mechanical):</i>		14-275
	a.	Permit issuance fee (non-refundable)	\$40.00	
	b.	Residential: Habitable space less than 5,000 square feet	\$200.00	
	c.	Residential: Habitable space of 5,000 square feet or more	\$275.00	
	d.	Commercial: less than 5,000 square feet	\$200.00	
	e.	Commercial: 5,000 square feet – 11,999 square feet	\$250.00	
	f.	Commercial 12,000 square feet – 40,000 square feet	\$300.00	
	g.	Commercial: 40,001 square feet – 80,000 square feet	\$400.00	
	h.	Commercial: 80,001 square feet and up	\$500.00	
	(4)	<i>Building Permit Fees:</i>		
	a.	Permit issuance fee (all non-trade permits) (non-refundable)	\$40.00	
		<i>Commercial (new structures, additions, alterations), Fire Permits, and Permanent Signs:</i>		
	b.	For total valuation of \$1,000.00 and less	\$40.00	

Description			Amount	Code Section
	c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$40.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	
	d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
	e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
	f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
		Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
	g.	Plan check fee (non-refundable)	Half of permit fee	
		<i>New Residential; Residential additions and alterations; swimming pool repairs:</i>		
	h.	Habitable space (air conditioned)	\$0.40 per square foot	
	i.	Garage/non-habitable space/Utility (non-air conditioned) - minimum \$25.00 permit fee	\$0.30 per square foot	
	j.	Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum \$25.00 permit fee	\$0.30 per square foot	
	k.	Plan check fee (non-refundable)	Half of permit fee	
		<i>Miscellaneous Residential Permits (no plan check fee):</i>		
	l.	Foundation repair	\$50.00	
	m.	Re-Roof	\$50.00	
	n.	Fences, walls, driveways, paving	\$75.00	
	o.	Siding repair/replacement	\$50.00	
	p.	Window replacement	\$125.00	
	q.	Solar panel installation	\$125.00	
	r.	Swimming pools (in-ground)	\$475.00	
	s.	Swimming pools (above-ground)	\$125.00	
	t.	Irrigation	\$75.00	
	u.	Generator	\$150.00	
	v.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
	w.	Demolition of buildings or structures	\$50.00	
	x.	Portable/temporary sign permit fee	\$10.00	
		<i>General Permit Fee Policies:</i>		
	y.	Work started without a permit shall be double permit fee.		
	z.	Permit fees based on square footage or value are rounded up the nearest dollar.		
	aa.	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
	ab.	Resubmittal fee of plans for miscellaneous (l-x) permits	½ of original permit fee	
(5)		Construction Board of Adjustment Application	\$300.00	

Description			Amount	Code Section
	(6)	After-hours or same-day inspection fee (one-time fee for scheduled after-hours inspection)	\$100.00	

Section 3. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Business," Subsection (2) Peddlers, solicitors, canvassers and itinerant vendors," which fees shall be amended to read 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
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...

Businesses				
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...

	(2)	Peddlers, solicitors, canvassers and itinerant vendors:			
	a.	Registration fee		\$50.00	18-48(b)
	b.	Replacement of registration certificate		\$15.00	18-48(b)
	c.	Identification cards, per card		\$15.00	18-54(c)

Section 4. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Vehicles for Hire – Chapter 90," Subsection (1) "Wrecker service towing fees," which subsection shall read 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
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...

Vehicles for Hire—Chapter 90				
	(1)	Wrecker service towing fees		90-27
	a.	Tow truck charge for a standard tow of a vehicle to a vehicle storage facility or to the place of business of the tow truck operator for police-authorized or nonconsent tows		\$175.00

		b.	Tow truck charge for a heavy-duty tow for police-authorized or nonconsent tows. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.	\$250 for the 1st hour \$150/hour thereafter Up to a maximum total of \$550.00	
		c.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001, <i>et seq.</i>		

Section 5. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Credit Card Payment Processing Convenience Fees," which fees are amended to read 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
Credit Card Payment Processing Convenience Fees			
	Utility service and utility administrative fees paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	Municipal court fines and fees paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	Parks and recreation services fees by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	
	Building permits related fees paid by debit or credit card (online or in person)	Not to exceed 3% of the fee(s)	

Section 6. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 7. 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 8. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 9. This ordinance shall take effect from and after its passage on second and final reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

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 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2025\02-03-2025\Ordinance - Appendix D - Fees.docx

Fee Update

Fee Update

- Change to flat rate fees for mechanical, electrical and plumbing permits
- Slight increase to cover staff time spent conducting inspections
- Increase the base fee and the issuance fee for commercial, fire, and sign permits
- Add same day inspection fee as an option
- Increase solicitor permit fees (PD)
- Increase credit card processing fees

#		Each	Total	#		Each	Total
	Permit Issuance Fee	30.00			Window A/C Receptacles	4.50	
	Swimming Pool	15.00			Sign: Shop Inspection, per kva	2.00	
	Meter Loop, Service, and 4 Outlets	10.00			Incandescent and Vacuum Tube Signs, per kva	2.00	
	Reconnect	20.00			Festoon Lighting and Streamers, per circuit	.50	
	Temporary Saw Pole	10.00			Motors up to but not including ½ HP	.50	
	Temporary Cut In	15.00			½ HP and Less Than 2 HP	2.00	
	Outlets and Switches	0.35			2HP and Less Than 10	3.00	
	Lighting Fixtures	0.35			10 HP and Less Than 25 HP	4.00	
	Range Receptacle	1.00			25 HP and Less Than 100 HP	8.00	
	Clothes Dryer	1.00			100 HP and Over	0.08 per HP	
	Cooking Tops	1.00			X-ray Machine	2.00	
	Ovens	1.00			Water Heater	1.00	
	Dishwashers	1.00			Garbage Disposals	1.00	
	Electric Furnace/Heater	5.00			TOTAL FEES		



Benchmarking - Residential

TRADE PERMIT FEE COMPARISON			
RESIDENTIAL – Sample House: 2225 Mason Terrace Dr, \$832,404, 4578 sq ft (house and garage)			
	ELECTRICAL	PLUMBING	MECHANICAL
City of Friendswood	\$ 175.75	\$ 145.00	\$ 105.00
City of Pearland	\$ 335.07	\$ 335.07	\$ 227.54
City of League City	\$ 324.00	\$ 243.00	\$ 118.00
City of Alvin	\$ 340.00	\$ 184.50	\$ 143.75
City of Kemah**	\$ 100.00	\$ 100.00	\$ 100.00
City of La Marque	\$ 375.00	\$ 375.00	\$ 375.00
City of Baytown	\$ 125.00	\$ 125.00	\$ 125.00
City of Clear Lake	\$ 150.00	\$ 150.00	\$ 150.00
	*LC based on 20 circuits		*based on (2) 5-ton systems
**other fees are higher			

Proposed Change (sqft < 5,000):

Electrical - \$200

Plumbing - \$200

Mechanical - \$200

- League City charges the same for residential vs commercial. Just the basics but higher fees per basic.
- Alvin charges additional \$50 base fee for commercial over residential.
- Pearland charges commercial based on value and residential based on square footage.
- The following cities are still charging itemized fees: Sugar Land, Deer Park, Conroe, Webster, Tomball, Seabrook, Galveston, and Houston.



New Fee Comparison – New Residential

New Residential Trade Permits

Current Fees:

Sampling of 14 residential permits; average 4,537 square feet

Electrical - \$159.57

Plumbing - \$145.82

Mechanical - \$80.36

New Residential Trade Permits

Proposed fees:

Using same average 4,537 square feet

Electrical - \$200

Plumbing - \$200

Mechanical - \$200



New Fee Comparison – Pool and Generator



Swimming Pool Trade Permits

Current Fees:

Electrical – \$56.62

Plumbing – \$78.50

Proposed Fees:

Electrical - \$100

Plumbing - \$100



Generators

Current fees:

Electrical – \$57.20

Plumbing – \$35.00

Proposed Fees:

Electrical - \$100

Plumbing - \$ 50



Benchmarking – Commercial Trade Permits

Current Fees

TRADE PERMIT FEE COMPARISON			
COMMERCIAL: Sample Building: 1610 West Blvd, \$1,890,000, 15201 sq ft			
	ELECTRICAL	PLUMBING	MECHANICAL *
City of Friendswood	\$ 143.00	\$ 261.50	\$ 290.00
City of Pearland	\$ 5,913.00	\$ 5,913.00	\$ 5,913.00
City of League City	\$ 324.00 *	\$ 569.00	\$ 413.00
City of Alvin	\$ 411.50	\$ 382.00	\$ 255.00
City of Kemah	\$ 100.00	\$ 100.00	\$ 100.00
City of La Marque	\$ 425.00	\$ 425.00	\$ 425.00
City of Baytown	*Based on MEP valuation		
City of Clear Lake Shores	\$ 150.00	\$ 150.00	\$ 150.00
	*LC based on 20 circuits		*based on (7) 5-ton systems

Proposed Change:

Charge fees based on square footage.

Electrical - \$300

Plumbing - \$300

Mechanical - \$300

- League City charges the same for residential vs commercial. Just the basics but higher fees per basic.
- Alvin charges additional \$50 base fee for commercial over residential.
- Pearland charges commercial based on value and residential based on square footage.
- The following cities are still charging itemized fees: Sugar Land, Deer Park, Conroe, Webster, Tomball, Seabrook, Galveston, and Houston.



New Fee Comparison - Commercial

Commercial Building – new, addition or alteration

\$1,000,000 value

Current Fees:

Permit Fee - \$2,660

Plan Check Fee - \$1,330

Proposed Fees:

Permit Fee - \$3,500

Plan Check Fee - \$1,750



Commercial Trade Permits – electrical, plumbing and mechanical

Current Fees (all vary based on items installed):

Electrical – \$125 - \$300

Plumbing – \$80 - \$250

Mechanical - \$75 - \$310

Proposed Fees based on square footage (5,000 – 11,999sqft):

Electrical - \$250

Plumbing - \$250

Mechanical - \$250



Benchmarking – Reinspection Fees

REINSPECTION FEES		
City of Friendswood		\$ 35.00
City of Pearland		\$ 75.00
City of League City	1st	\$ 100.00
	2nd	\$ 300.00
	3rd+	\$ 500.00
City of Alvin	Res	\$ 50.00
	Comm	\$ 100.00
City of Kemah		\$ 150.00
City of La Marque	1st	\$ 75.00
	2nd	\$ 100.00
	3rd	\$ 150.00
	4th	\$ 200.00
	5th+	\$ 300.00
City of Seabrook		\$ 75.00

Proposed Change:

Increase to \$100

Add option for same day inspection fee.



Proposed Fees

Friendswood New Fees			
RESIDENTIAL - New, Add, Alter	Electrical	Plumbing	Mechanical
<5,000sqft	\$ 200	\$ 200	\$ 200
>5,000sqft	\$ 275	\$ 275	\$ 275
OTHER PERMITS			
Storage bldg/patio/outdoor kitchen/swimming pool repairs	\$ 100	\$ 100	\$ n/a
Swimming Pool	\$ 100	\$ 100	\$ n/a
Solar Panels	\$ 100	\$ n/a	\$ n/a
Generator	\$ 100	\$ 50	\$ n/a
Sign	\$ 75	\$ n/a	\$ n/a
Reconnect	\$ 75	\$ 75	\$ n/a
COMMERCIAL – New, Add, Alter			
<5,000sqft	\$200	\$200	\$200
5,000sqft - 11,999	\$250	\$250	\$250
12,000 - 40,000	\$300	\$300	\$300
40,001 - 80,000	\$400	\$400	\$400
80,001 - up	\$500	\$500	\$500

a.	Permit issuance fee (all non-trade permits) (non-refundable)	40.00
Commercial (new structures, additions, alterations), Fire Permits, and Permanent Signs:		
b.	For total valuation of \$1,000.00 and less	\$40.00
c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$40.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00
d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00
e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00
f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00
	Plus, for each additional \$1,000.00 or fraction thereof	\$2.00
g.	Plan check fee (non-refundable)	Half of permit fee



PD- solicitor permit fees

Comparison of Fees in Nearby Cities

In addition to the varied fee structures, permit durations also differ across municipalities, ranging from 72-hour permits once every 90 days to annual renewals.

City	Business License Fee	Additional ID Card Fee	Additional Requirements
League City	\$100 (local), \$200 (non-local)	\$50 per ID card	None
Alvin	\$5	\$5 per ID card	None
Pearland	\$75	\$5 per ID card	Surety bond required
La Porte	\$75	\$2 per ID card	Surety bond required
Jersey Village	\$50 per applicant	N/A	None
South Houston	\$50	\$30 per salesman	None
Seabrook	\$50 application fee	N/A	None
Deer Park	\$15 per solicitor	N/A	None
Rosenberg	\$50 per solicitor	N/A	None
Angleton	\$100	\$15 per ID card	None
Danbury	\$30	\$10 per ID card	None

Proposed Change:

To better reflect regional standards and cover administrative costs, it is recommended that Friendswood increase its solicitor permit fees to the following structure:

- Application Fee: Increase to \$50 per application.
- Additional ID Card Fee: Increase to \$15 per ID card.
- Replacement of Registration Certificate: Increase to \$15



Fees for Regular Tows

Proposed change to a flat fee of \$175.00



Standard Tow	Fee
Houston	\$225.50
Pasadena	\$190.00
Deer Park	\$185.00
La Porte	\$185.00
Missouri City	\$175.00
Friendswood	\$85.00 plus \$2.00 for each mile after 15 miles
League City	\$170.00
Alvin	\$160.00
Santa Fe	\$150.00
Texas City	\$150.00
Webster	\$150.00
Harris County	\$145.50
Pearland	\$145.50
Average	\$169.73

Fees for Heavy-Duty Tows

Proposed Change		
Maximum Fee	Initial Cost	Additional Hourly Rate
\$550.00	\$250.00 for 1 st hour	\$150.00



Heavy Duty Tow	Maximum	Initial Cost	Additional Hourly Rate
Missouri City	\$575.00	\$575.00 Flat Rate	
League City	\$320.00	\$320.00 Flat Rate	
Friendswood		\$125.00 for 1 st hour	\$125.00
Santa Fe		\$250.00 for 1 st hour	\$150.00
Texas City		\$250.00 for 1 st hour	\$150.00
Deer Park		\$450.00 for 1 st 2 hours	\$225.00
Alvin		\$442.00 for first 2 hours	\$221.00
Harris County		\$442.00 for 1 st 2 hours	\$221.00
Houston		\$688.00 for 1 st 2 hours	\$344.00
Pasadena		\$480.00 for 1 st 2 hours	\$240.00
Pearland		\$442.00 for 1 st 2 hours	\$221.00
Webster		\$150.00 (Looking to Update)	

Credit Card Payment Processing – Convenience Fees

Current Fees

Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% Of fee(s)
Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)
City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% Of fee(s)
Parks and recreation services fees by debit or credit card (online or in person)	2.5% Of fee(s)
Building permits related fees paid by debit or credit card (online or in person)	2.5% Of fee(s)

Proposed change:

Not to exceed 3% of fee(s)

Increase is needed to cover administrative costs related to accepting credit cards as a form of payment.



Questions?



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 01/30/2025

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

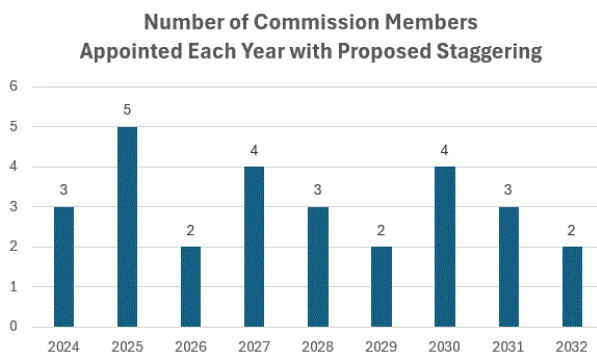
Subject: Consider on the second and final reading an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 4 "Community and Economic Development Committee," Section 2-41(b) "Membership" of the Friendswood City Code to add two new positions to the committee and establishing terms of office for the newly created positions in order to effectively stagger the terms of the Committee's members.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Community and Economic Development Committee (the "Committee") is an advisory committee of the City that focuses on encouraging commercial and industrial developments which are compatible with the image of the City. Since its creation by the City Council in 1993, the Committee has been composed of seven (7) members. However, over the last thirty (30) years, its duties and influence have grown exponentially. In order to support the Committee's workload and to increase the participation of our community, this proposed ordinance increases the number of members on the Committee from seven (7) to nine (9) and provides that the two new members shall serve a term of one year and thereafter persons appointed to such positions will serve three-year terms. As such, the Committee will be staggered as follows:



The first reading of this ordinance was held on February 3, 2025. If approved, this is the second and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Ordinance - CEDC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 4 "COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE," SECTION 2-41 "CREATED; MEMBERSHIP," SUBSECTION (B) "MEMBERSHIP" OF THE FRIENDSWOOD CITY CODE TO ADD TWO NEW POSITIONS TO THE COMMITTEE; ESTABLISHING TERMS OF OFFICE FOR THE INITIAL APPOINTMENTS OF THE NEWLY CREATED POSITIONS TO EFFECTIVELY STAGGER THE TERMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE.

WHEREAS, the Friendswood Community and Economic Development Committee (the "Committee") is an advisory committee of the City that focuses on encouraging commercial and industrial developments which are compatible with the image of the City; and

WHEREAS, since its creation by the City Council in 1993, the Committee has been composed of seven (7) members; and

WHEREAS, the Committee's duties and its influence over the last thirty (30) years have grown exponentially; and

WHEREAS, in order to support the Committee's workload and to increase the participation of our community, the City Council desires to increase the number of members on the Community and Economic Development Committee from seven (7) to nine (9); 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 Chapter 2 "Administration," Article II "Boards, Committees and Commissions" Division 4 "Community and Economic Development Committee," Section 2-41 "Created; membership," Subsection (b) "Membership" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 4. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

Section 2-41. Created; membership.

...

(b) *Membership.* The community and economic development committee shall be composed of nine members, who are residents of the city or business owners that pay ad valorem taxes to the city and

are appointed by at least four members of the city council for staggered three-year terms commencing on July 1.

Section 3. That in order to effectively stagger the terms of office of the Committee, persons appointed to these two (2) new positions shall initially serve one-year terms commencing on July 1, 2025, and thereafter persons so appointed shall serve three-year terms.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 5. 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 6. This ordinance shall take effect from and after its passage on second and final reading 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 3rd day of February, 2025.

JOE MATRANGA, Mayor Pro Tem

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 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/05/2025

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

Subject: Consider an ordinance authorizing the issuance and sale of the City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025; providing for the security of the bonds; authorizing the execution and delivery of a paying agent/registrar agreement; approving an official statement; and enacting other provisions relating to the subject.

Originating Department: Finance

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

On February 3, 2025, the City Council approved the Schedule of Events for the proposed issuance of the City of Friendswood Waterworks and Sewer System Revenue Bonds, Series 2025 in the amount of \$20,395,000 (which will generate \$_____ in proceeds and \$_____ for the reserve fund requirement) for utility capital improvements including the following projects:

Project	Cost
42" SETL Waterline	\$1,980,860
Friendswood Dr to Elevated Storage Tank 1 24"	\$1,500,000
Georgetown 16" Upsize	\$250,000
Friendswood Trails 16"	\$525,000
Blackhawk Blvd Phase II-C Utilities	\$1,900,000
Lift Station #2 Rehabilitation	\$3,000,000
Upsize Lift Station #8 and Force Main	\$3,200,000
Cowards Creek Sewer Upsizing	\$2,408,000
Lift Station Mitigation Package #1	\$1,950,000
Upsize Lift Station #16	\$1,531,200
Lift Station #27 Upgrades	\$1,100,000
Lift Station Mitigation Package #4	\$1,005,000
Total:	\$20,350,060

Bond issuance costs will also be funded with the bond proceeds.

Mr. John Robuck, our Financial Advisor (Managing Director – Texas Public Finance, BOK Financial Securities) will be in attendance to share the results of bond pricing.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the bonds will allow the City opportunity to proceed with four major water and sewer utilities projects.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Financing Plan and Schedule of Events Presentation - Series 2025 WWSS (1-6-25) (002)
2. City of Friendswood TX_WWSS Rev Bonds Series 2025_POS 2-18-25
3. FY25 Revenue Bond Projects (2)
4. Ordinance - Authorizing the Issuance of Bonds



City of Friendswood, Texas

Financing Plan and Schedule of Events Presentation for:

**\$20,395,000* Waterworks and Sewer System Revenue Bonds,
Series 2025**

Monday, February 3, 2025

* Preliminary, subject to change.

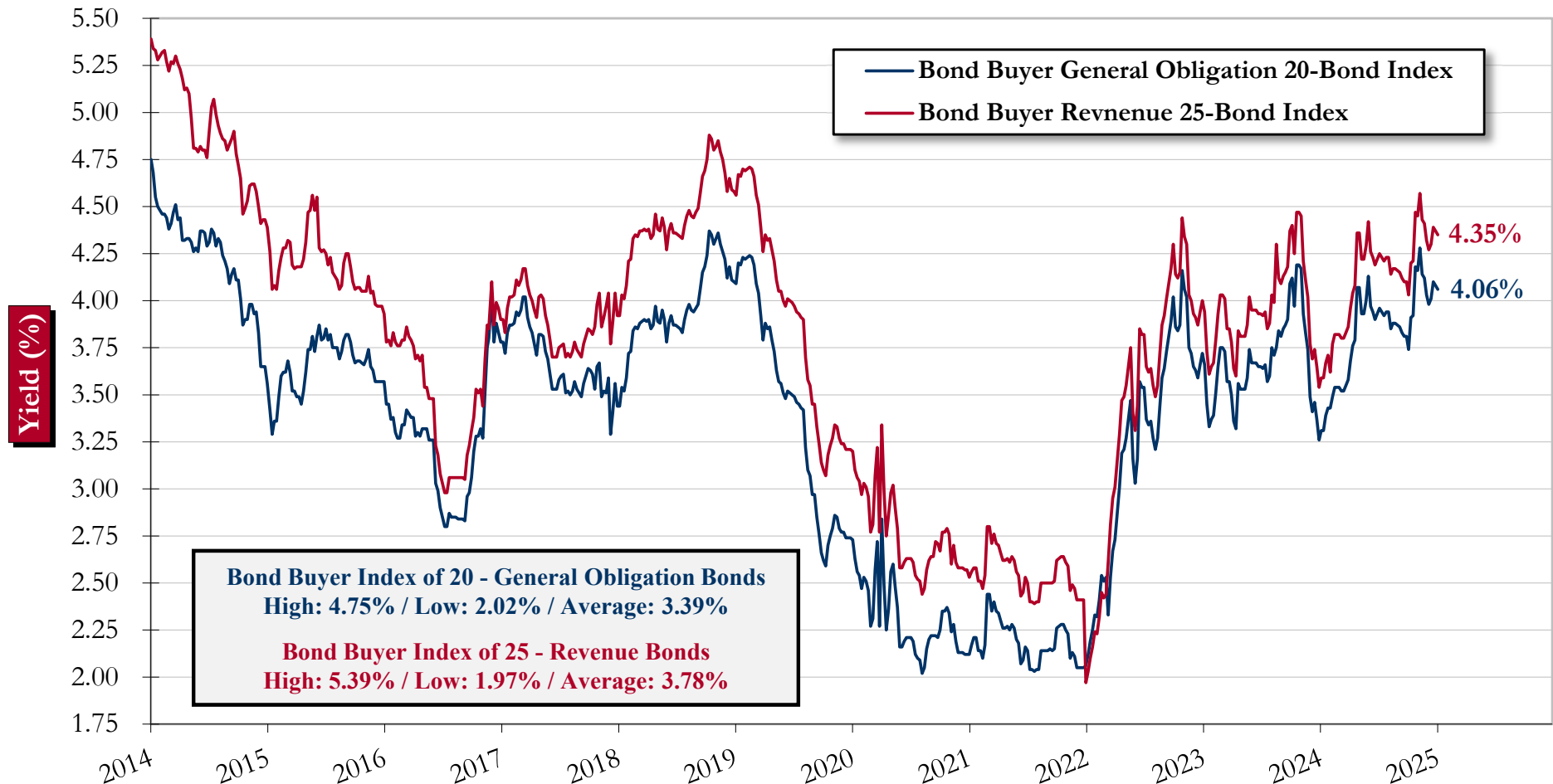
Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



Overview of Current Bond Market – Bond Buyer Index

The Bond Buyer Index January 1, 2000 To The Present



The BBI 20 is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA." The BBI 25 is also published every Thursday. The rate consists of revenue bonds maturing in 30 years with an average rating equivalent to Moody's "A1" and S&P's "A+".



Estimated Debt Service Requirements

Fiscal Year		Plus: The Series 2025 WWSS Bond (b)			Total
Ending	Current Total				Debt Service
(9/30)	Debt Service (a)	Principal *	Interest (c)*	Total *	Requirements *
2025	\$5,322,125		\$436,226	\$437,617	\$5,759,742
2026	5,372,950	\$100,000	1,017,250	1,120,500	6,493,450
2027	5,288,000	195,000	1,009,875	1,208,125	6,496,125
2028	5,292,225	200,000	1,000,000	1,203,250	6,495,475
2029	5,400,400	100,000	992,500	1,095,750	6,496,150
2030	5,403,300	100,000	987,500	1,095,625	6,498,925
2031	3,618,200	630,000	969,250	1,602,250	5,220,450
2032	3,617,900	665,000	936,875	1,604,875	5,222,775
2033	3,616,800	700,000	902,750	1,605,750	5,222,550
2034	3,613,300	735,000	866,875	1,609,750	5,223,050
2035	2,885,325	755,000	829,625	1,587,375	4,472,700
2036	2,881,475	795,000	790,875	1,593,500	4,474,975
2037	2,482,250	835,000	750,125	1,592,500	4,074,750
2038	2,477,875	885,000	707,125	1,594,375	4,072,250
2039	927,050	800,000	665,000	1,472,125	2,399,175
2040	930,800	840,000	624,000	1,466,000	2,396,800
2041	928,725	885,000	580,875	1,467,875	2,396,600
2042		1,010,000	533,500	1,545,500	1,545,500
2043		1,060,000	481,750	1,548,625	1,548,625
2044		1,115,000	427,375	1,549,000	1,549,000
2045		1,170,000	370,250	1,546,625	1,546,625
2046		1,230,000	310,250	1,546,375	1,546,375
2047		1,295,000	247,125	1,548,000	1,548,000
2048		1,360,000	180,750	1,546,375	1,546,375
2049		1,430,000	111,000	1,546,375	1,546,375
2050		1,505,000	37,625	1,547,750	1,547,750
Totals	\$60,058,700	\$20,395,000	\$16,766,351	\$37,281,867	\$97,340,567

* Preliminary, subject to change.

(a) Includes an aggregate \$15,150,000 of the City's General Obligation Refunding Bonds, Series 2014, General Obligation Permanent Improvement and Refunding Bonds, Series 2016 and General Obligation Refunding Bonds, Series 2016A (the "General Obligation Debt Payable From System Revenues") debt requirements, which pursuant to City policy are paid from revenues of the System and such policy is subject to change at the discretion of the City.

(b) Generates \$20,500,000 in proceeds for the City, \$1,469,005 for the Reserve Fund Requirement and includes estimated issuance costs.

(c) Interest estimated at current market rates and includes estimated issuance costs.



Tentative Schedule of Events

\$20,395,000*

Waterworks and Sewer System Revenue Bonds, Series 2025

January - 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February - 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March - 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Date	Action	Role
Friday, January 17, 2025	First Draft of Preliminary Official Statement ("POS")	FA
Friday, January 31, 2025	Second Draft POS	City, FA, BC
Monday, February 3, 2025	City Council Meeting Review Financing Plan and Schedule of Events for the Waterworks and Sewer System Revenue Bonds ("Bonds")	City, FA, BC
Week of February 10, 2025	Rating and Diligence Calls	City, FA, BC
Friday, February 14, 2025	Third Draft POS	City, FA, BC, UW
Friday, February 21, 2025	Final Draft POS	City, FA, BC, UW
Monday, February 24, 2025	Post/Distribute Final POS	BOKFS
Monday, March 3, 2025	Sale of Waterworks and Sewer System Revenue Bonds City Council Meeting City Council to Approve Sale of the Bonds	City, FA, BC, UW
Thursday, March 27, 2025	Closing/Delivery of the Bonds	City, FA, BC, UW

Participants

City - City of Friendswood, Texas
 FA - BOK Financial Securities, Inc. (Financial Advisor)
 BC - McCall, Parkhurst & Horton L.L.P. (Bond Counsel)
 UW - Underwriters (To Be Determined)

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended ("Rule 15c2-12"), and in effect on the date of this Official Statement, this document constitutes an Official Statement of the City with respect to the Bonds that has been "deemed final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This document, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "final official statement" of the City with respect to the Bonds, as such term is defined in Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the condition of the City or other matters described herein since the date hereof.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

NEITHER THE CITY, THE FINANCIAL ADVISOR NOR THE UNDERWRITERS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING DTC OR ITS BOOK-ENTRY-ONLY SYSTEM.

THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED AS A SUMMARY OF THIS OFFERING. INVESTORS SHOULD READ THIS ENTIRE OFFICIAL STATEMENT, INCLUDING THE ATTACHED APPENDICES, TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND CONSEQUENTLY HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THE BONDS HAVE BEEN REGISTERED, QUALIFIED, OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

All information contained in this Official Statement is subject, in all respects, to the complete body of information contained in the original sources thereof and no guaranty, warranty, or other representation is made concerning the accuracy or completeness of the information herein. In particular, no opinion or representation is rendered as to whether any projection will approximate actual results, and all opinions, estimates and assumptions, whether or not expressly identified as such, should not be considered statements of fact.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this official statement for purposes of, and as that term is defined in, Rule 15c2-12.

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The cover page hereof, maturity schedule, the section entitled "OFFICIAL STATEMENT SUMMARY," this Table of Contents and the Appendices attached hereto are part of this Official Statement.

\$20,395,000*

CITY OF FRIENDSWOOD, TEXAS

(A home rule city of the State of Texas located within Galveston and Harris Counties)

WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2025

INTRODUCTORY STATEMENT

Information contained in this Official Statement, including Appendices A and B, has been obtained from the City of Friendswood, Texas (the "City") in connection with the offering by the City of its \$20,395,000* Waterworks and Sewer System Revenue Bonds, Series 2025 (the "Bonds") identified on the cover page hereof.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

SALE AND DISTRIBUTION OF THE BONDS

Underwriting

The Underwriters have agreed to purchase the Bonds from the City for \$ _____ (being the principal amount of the Bonds, plus/less a [net premium/discount] on the Bonds of \$ _____ and less an Underwriters' discount of \$ _____). The Underwriters' obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds may be offered and sold to certain dealers and others at prices lower than such public offering prices, and the public prices of some Bonds may be changed, from time to time, by the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement pursuant to its responsibilities to investors under federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

SAMCO Capital Markets Inc., an Underwriter of the Series 2025 Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, SAMCO Capital Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, SAMCO Capital Markets Inc. will compensate Fidelity for its selling efforts.

Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the City of a certificate executed and delivered by the Underwriters on or before the date of delivery of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity have been, or were expected to be, sold to the public. For this purpose, the term "public" shall not include any person who is a bondhouse, broker or similar person acting in the capacity of underwriter or wholesaler. The City has no control over trading of the Bonds after a bona fide public offering of the Bonds is made by the Underwriters at the yields specified on the cover page. Information concerning reoffering yields or prices is the responsibility of the Underwriters.

The prices and other terms respecting the offering and sale of certain of the Bonds may be changed from time to time by the Underwriters after the Bonds are released for sale, and such Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

* Preliminary, subject to change.

Securities Laws

No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities acts of any jurisdiction. The City assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such jurisdictions.

Municipal Bond Ratings

In connection with the sale of the Bonds, the City has made application to S&P Global Ratings ("S&P"), for a rating on the Bonds, and a rating of "___" has been assigned. An explanation of the significance of such rating may be obtained from S&P. The rating reflects only the view of S&P, and the City makes no representation as to the appropriateness of such rating.

There is no assurance that such rating will continue for any period of time or that such rating will not be revised downward or withdrawn entirely by S&P, if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

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OFFICIAL STATEMENT SUMMARY

The following material is a summary of certain information contained herein and is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The reader should refer particularly to sections that are indicated for more complete information.

The Issuer	The City of Friendswood, Texas (the "City") is a political subdivision and home rule city of the State of Texas located primarily within Galveston County with a small portion in Harris County, Texas. See "ADMINISTRATION OF THE CITY" and "APPENDIX A – GENERAL INFORMATION REGARDING THE CITY OF FRIENDSWOOD, TEXAS" herein.
The Bonds	\$20,395,000* Waterworks and Sewer System Revenue Bonds, Series 2025 (the "Bonds"), are dated March 1, 2025 and mature on March 1, 2026 through March 1, 2050, both inclusive, unless the Underwriters designate one or more maturities as a term bond. See "THE BONDS – Description," "– Redemption Provisions" and "– Mandatory Redemption."
Payment of Interest.....	Interest on the Bonds will accrue from the date of their initial delivery to the Underwriters of the Bonds and will be payable on September 1, 2025 and semiannually thereafter on each succeeding March 1 and September 1 of each year until the earlier of stated maturity or prior redemption. See "THE BONDS – Description ").
Redemption Provisions.....	The Bonds are issued in fully registered form in integral multiples of \$5,000. The Bonds maturing on and after March 1, 2036* are subject to redemption on March 1, 2035* or any date thereafter, in whole or in part, at the option of the City, at a price of the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption. See "THE BONDS - Redemption Provisions."
Authority	The Bonds are special obligations of the City and are payable solely from a first lien on and pledge of the Net Revenues (hereinafter defined) of the City's waterworks and sewer system (the "System") on parity with the City's outstanding System revenue bonds. See "THE BONDS - Source of Payment." The Bonds are issued pursuant to the Constitution and general laws of the State of Texas, particularly Chapter 1502, Texas Government Code, as amended, and an ordinance authorizing the issuance of the Bonds. See "THE BONDS – Authority for Issuance."
Paying Agent/Registrar	The initial paying agent/registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"). The City intends to use the book-entry-only system of The Depository Trust Company ("DTC"), but reserves the right on its behalf or on behalf of the DTC to discontinue use of such system. See "THE BONDS - Book-Entry-Only System."
Source of Payment.....	Principal of and interest on the Bonds are payable from a first lien on and pledge of the Net Revenues (hereinafter defined) from the operations of the System on a parity with the City's Outstanding Bonds. See "SELECTED PROVISIONS OF THE ORDINANCE – Definitions" for a description of the Outstanding Bonds. The Bonds are further secured by amounts on deposit in the Reserve Fund. The Bonds are not a charge upon any other income or revenues of the City, and shall never constitute an indebtedness or pledge of the general credit or taxing powers of the City. The City has not covenanted nor obligated itself to pay the Bonds from monies raised or to be raised from taxation. See "THE BONDS - Source of Payment."
Use of Proceeds	Proceeds from the sale of the Bonds will be used to make certain System extensions and improvements, to fund a deposit to the Reserve Fund, and to pay the costs of issuance of the Bonds. See "THE BONDS - Use of Proceeds."
Payment Record	The City has never defaulted in the payment of its debt.

* Preliminary, subject to change.

Ratings..... S&P Global Ratings..... " ____ "

Tax Exemption In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS" herein. See "APPENDIX C."

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- Selected Financial Information -
(Unaudited)

The Revenue Bonds

Outstanding Parity Bonds (as of February 1, 2025)	\$ 32,545,000
Plus: The Bonds.....	<u>20,395,000 *</u>
Total Revenue Supported Debt	<u>\$ 52,940,000 *</u>
 General Obligation Debt Payable From Waterworks and Sewer System Revenues	 \$ 15,150,000 (a)
 Fund Balances (Unaudited, as of September 30, 2024)	
Debt Service Fund.....	\$ 208,512
Reserve Fund.....	\$ 2,840,992 (b)
 Water and Sewer Operations (Unaudited, as of September 30, 2024)	
Total Revenues	\$ 21,626,088
Total Expenditures	<u>12,537,228</u>
Net Revenues Available for Debt Service	<u>\$ 9,088,860</u>
 Coverage Based on Pro-forma Net Revenue	
Estimated Average Annual Debt Service of \$3,062,803* (2025-2050)	2.97 x(c)
Estimated Maximum Annual Debt Service of \$4,491,475* (2032)	2.02 x(c)
 Water Customers (as of January 2, 2025).....	 14,577
Sewer Customers (as of January 2, 2025)	13,470

Summary of Water and Sewer Operating Revenues and Expenditures:

	Fiscal Year Ended September 30,				
	2024 (d)	2023	2022	2021	2020
Revenues	\$21,626,088	\$22,744,280	\$19,538,731	\$17,733,942	\$16,638,758
Expenditures	<u>12,537,228</u>	<u>11,858,868</u>	<u>10,973,905</u>	<u>11,232,178</u>	<u>11,512,671</u>
Revenue Available for Debt Service	<u>\$ 9,088,860</u>	<u>\$10,885,412</u>	<u>\$ 8,564,826</u>	<u>\$ 6,501,764</u>	<u>\$ 5,126,087</u>

* Preliminary, subject to change.

- (a) Includes an aggregate \$15,150,000 of the City's General Obligation Refunding Bonds, Series 2014, General Obligation Permanent Improvement and Refunding Bonds, Series 2016 and General Obligation Refunding Bonds, Series 2016A (the "General Obligation Debt Payable From System Revenues") debt requirements, which are not Parity Bonds (herein defined) with the Bonds, but which pursuant to City policy are paid from revenues of the System and such policy is subject to change at the discretion of the City. Any such payments from Net Revenues (herein defined) to pay obligations that are not Parity Bonds is subordinate to Net Revenue payments on the Bonds and other Parity Bonds.
- (b) The Reserve Fund for Parity Bonds may be accumulated over time or provided by deposits of proceeds in connection with the issuance of the Parity Bonds. See "SELECTED PROVISIONS OF THE ORDINANCE – Reserve Fund." The increase in the Reserve Fund which is required in connection with the issuance of the Bonds will be funded by proceeds from the sale of the Bonds.
- (c) Does not include the General Obligation Debt Payable From System Revenues.
- (d) Unaudited, as of September 30, 2024.

INTRODUCTION

This Official Statement and the Appendices hereto provide certain information with respect to the issuance by the City of Friendswood, Texas (the "City") in connection with the offering by the City of its \$20,395,000* Waterworks and Sewer System Revenue Bonds, Series 2025 (the "Bonds").

The Bonds are issued pursuant to the Texas Constitution, the general laws of the State of Texas, including particularly Chapter 1502 Texas Government Code, as amended, and an ordinance authorizing issuance of the Bonds (the "Ordinance") adopted by the City Council of the City (the "Council").

There follows in this Official Statement descriptions of the Bonds, the plan of financing, and certain information about the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City upon request. Certain capitalized terms used in this Official Statement have the same meanings assigned to such terms in the ordinance authorizing the Bonds (the "Ordinance"), except as otherwise indicated herein.

THE BONDS

Special Obligations

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE FROM AND SECURED BY A FIRST LIEN ON NET REVENUES AS COLLECTED AND RECEIVED BY THE CITY FROM THE OPERATION AND OWNERSHIP OF THE CITY'S WATERWORKS AND SEWER SYSTEM AND BY AMOUNTS ON DEPOSIT IN THE RESERVE FUND. THE LIEN ON NET REVENUES AND AMOUNTS ON DEPOSIT IN THE RESERVE FUND IS ON A PARITY WITH THE LIENS SECURING THE CITY'S OUTSTANDING SYSTEM BONDS AND ANY ADDITIONAL PARITY BONDS HEREAFTER ISSUED BY THE CITY. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY AND ARE NOT PAYABLE FROM FUNDS RAISED OR TO BE RAISED BY TAXATION AND OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF FROM THE LEVY OF AD VALOREM TAXES OR FROM ANY SOURCE NOT PLEDGED TO PAYMENT OF THE BONDS. SEE "THE BONDS – Source of Payment."

Description

The Bonds are dated March 1, 2025 and interest on the Bonds will accrue from the date of initial delivery to the Underwriters. Interest is payable initially on September 1, 2025, and each March 1 and September 1 thereafter until the earlier of maturity or prior redemption. Interest accruing on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds are issued in fully registered form in denominations of \$5,000 each or any multiple thereof. Principal of the Bonds is payable at the principal payment office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"). Interest on the Bonds will be payable by check, dated as of the interest payment date, and mailed by the Paying Agent/Registrar to registered owners as shown on the records of the Paying Agent/Registrar. The Bonds initially will be registered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described below.

In the event the Book-Entry-Only-System is discontinued, the Bonds will be printed and delivered to the registered owners thereof, and thereafter the Bonds may be transferred and exchanged on the bond register kept by the Paying Agent/Registrar upon surrender and reissuance. The Bonds are exchangeable for an equal principal amount of Bonds of the same maturity in any authorized denomination upon surrender of the Bonds to be exchanged at the principal payment office of the Paying Agent/Registrar. No service charge will be made for any transfer, but the City may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith. The Paying Agent/Registrar shall not be required to make any transfer or exchange of any Bonds during the period commencing with the close of business on any Record Date (defined below) and ending with the opening of business on the next following principal or interest payment date or, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

The record date (the "Record Date") for the interest payable on any interest payment date means the 15th day of the month next preceding such interest payment date.

It will be required that all transfers be made within three business days after request and presentation.

The City has agreed to replace mutilated, destroyed, lost or stolen Bonds upon surrender of the mutilated Bonds, or receipt of satisfactory evidence of such destruction, loss or theft, and receipt by the City and the Paying Agent/Registrar of security or indemnity to keep them harmless. The City may require payment of taxes, governmental charges and other expenses in connection with any such replacement.

* Preliminary, subject to change.

Redemption Provisions

The Bonds maturing on March 1, 2036* and thereafter are subject to optional redemption prior to maturity, in whole or in part, on March 1, 2035*, or any date thereafter, at the option of the City at a price equal to the principal amount thereof plus accrued interest from the most recent interest payment date to the date of redemption. If less than all of the Bonds are redeemed at any time, the maturities of such Bonds to be redeemed shall be selected by the City. If less than all of a maturity of the Bonds is to be redeemed, the Paying Agent/Registrar (or DTC while the Bonds are in Book-Entry-Only form) shall determine by lot or other random selection method the Bonds, or portions thereof, within such maturity to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

Mandatory Redemption

If principal amounts designated in the serial maturity schedule herein are combined to create Term Bonds, each such Term Bond shall be subject to mandatory sinking fund redemption commencing on March 1 of the first year which has been combined to form such Term Bond and continuing on March 1 in each year thereafter until the stated maturity date of that Term Bond. Term Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par and shall be selected by lot, or other customary random selection method, from and among the Term Bonds then subject to redemption. The City, at its option, may credit against any mandatory redemption requirement Term Bonds of the maturity then subject to redemption which have been purchased and canceled by the City or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Notice of Redemption

Not less than 30 days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Bonds to be redeemed, in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar. **ANY NOTICE OF REDEMPTION SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN IRRESPECTIVE OF WHETHER RECEIVED BY THE BONDHOLDER, AND, SUBJECT TO PROVISION FOR PAYMENT OF THE REDEMPTION PRICE HAVING BEEN MADE AND THE SATISFACTION OF ANY OTHER CONDITION SPECIFIED IN THE NOTICE, INTEREST ON THE REDEEMED BONDS SHALL CEASE TO ACCRUE FROM AND AFTER SUCH REDEMPTION DATE NOTWITHSTANDING THAT A BOND HAS NOT BEEN PRESENTED FOR PAYMENT.**

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed has been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the City will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Bonds have not been redeemed.

Book-Entry-Only System

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company ("DTC"), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

The City, the Financial Advisor and the Underwriters cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3)

* Preliminary, subject to change.

DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of each such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P Global Ratings' rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and, (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC.

Successor Paying Agent/Registrar

Provision is made in the Ordinance for replacing the Paying Agent/Registrar. If the City replaces the Paying Agent/Registrar, such Paying Agent/Registrar shall, promptly upon the appointment of a successor, deliver the Paying Agent/Registrar's records to the successor paying agent/registrar (the "Successor Paying Agent/Registrar"), and the Successor Paying Agent/Registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any Successor Paying Agent/Registrar selected by the City shall be a commercial bank or trust company organized under the laws of the United States or any state and duly qualified and legally authorized to serve and perform the duties of the Paying Agent/Registrar for the Bonds.

Source of Payment

The Bonds are special obligations of the City payable, both as to principal and interest, from and secured by a first lien on and a pledge of the Net Revenues of the City's Waterworks and Sewer System (the "System"). The Bonds are further secured by amounts on deposit in the Reserve Fund. The Ordinance defines Net Revenues as all Gross Revenues remaining after deducting Maintenance and Operation Expenses. See "SELECTED PROVISIONS OF THE ORDINANCE – Definitions." The Bonds are not a charge upon any other income or revenues of the City and shall never constitute an indebtedness or pledge of the general credit or taxing powers of the City. The Ordinance does not create a lien or mortgage on the System and any judgment against the City may not be enforced by levy and execution against any property of the City. See "THE BONDS – Remedies in the Event of Default."

The Ordinance permits the City to issue additional first lien bonds that are on a parity with the Bonds and to issue junior lien bonds and special project bonds. See "SELECTED PROVISIONS OF THE ORDINANCE."

As additional security for the Bonds, a Reserve Fund has been established pursuant to the Ordinance which is to be funded in an amount equal to the aggregate average annual debt service requirements of the Parity Bonds (as defined in the Ordinance). See "SELECTED PROVISIONS OF THE ORDINANCE." The Ordinance permits the City to

use reserve fund surety policies in lieu of making cash deposits to the Reserve Fund. However, the City intends to fund the increase in the Reserve Fund associated with the issuance of the Bonds with proceeds of the Bonds. See "- Sources and Uses of Funds" herein.

Authority for Issuance

The Bonds are being issued pursuant to the applicable provisions of the Constitution and laws of the State of Texas, including particularly Chapter 1502, Texas Government Code, as amended, and the provisions of the Ordinance.

Use of Proceeds

Proceeds from the sale of the Bonds will be used to make certain System extensions and improvements, to fund a deposit to the Reserve Fund, and to pay the costs of issuance of the Bonds.

Sources and Uses of Funds

The proceeds from the sale of the Bonds will be applied approximately as follows:

SOURCES OF FUNDS:

Principal Amount of Bonds	\$
[Net Premium/Discount] on the Bonds	
Total Sources of Funds	<u>\$</u>

USES OF FUNDS

Deposit to Construction Fund	\$
Deposit to Reserve Fund	
Expenses:	
Underwriters' Discount	\$
Other Issuance Expenses	
Total Uses of Funds	<u>\$</u>

Amendments

In the Ordinance, the City has reserved the right to amend the Ordinance without the consent of any holder of the Bonds for the purpose of amending or supplementing the Ordinance to (i) cure any ambiguity, defect or omission therein that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of the Ordinance that do not materially adversely affect the interests of the holders, (iv) qualify the Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect or (v) make such other provisions in regard to matters or questions arising under the Ordinance that are not inconsistent with the provisions thereof and which, in the opinion of Bond Counsel for the City, do not materially adversely affect the interests of the holders.

The Ordinance further provides that the majority of owners of the Bonds shall have the right from time to time to approve any amendment not described above to the Ordinance if it is deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in principal amount of the then outstanding Bonds so affected, no amendment may be made for the purpose of: (i) making any change in the maturity of any of the outstanding Bonds; (ii) reducing the rate of interest borne by any of the outstanding Bonds; (iii) reducing the amount of the principal of or redemption premium, if any, payable on any outstanding Bonds; (iv) modifying the terms of payment of principal or interest on outstanding Bonds or imposing any condition with respect to such payment; or (v) changing the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment. Reference is made to the Ordinance for further provisions relating to the amendment thereof.

Defeasance

The Ordinance provides for the defeasance of the Bonds when payment of the principal amount of the Bonds plus interest accrued on the Bonds to their due date (whether such due date be by reason of stated maturity, redemption or otherwise), is provided by irrevocably depositing with a paying agent, or other authorized escrow agent, in trust (1) money in an amount sufficient to make such payment and/or (2) Defeasance Securities, that will mature as to principal and interest in such amounts and at such times to insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation and expenses of the paying agent for the Bonds, and thereafter the City will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution

permitted by applicable law) to receive payment when due on the Defeasance Securities. The City has additionally reserved the right, subject to satisfying the requirements of (1) and (2) above, to substitute other Defeasance Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. The Ordinance provides that "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds. Current State law permits defeasance with the following types of securities: (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City authorizes the defeasance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Ordinance does not contractually limit such investments, registered owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used for defeasance purposes or that for any other Defeasance Security will be maintained at any particular rating category.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the City to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Future Debt

The City may issue additional bonds payable from the Net Revenues which together with the Outstanding Bonds (as defined in the Ordinance) and the Bonds shall be equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System, subject, however, to complying with certain conditions in the Ordinance. See "SELECTED PROVISIONS OF THE ORDINANCE – Additional Parity Bonds" for terms and conditions to be satisfied for the issuance of Additional Bonds.

Legal Investments in Texas

Pursuant to the Texas Public Securities Procedures Act, Chapter 1201, Texas Government Code, as amended, the Bonds, whether rated or unrated, are (a) legal investments for insurance companies, fiduciaries and trustees and (b) legal investments for the sinking funds of political subdivisions or public agencies of the State. Most political subdivisions in the State of Texas are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and such political subdivisions may impose a requirement consistent with such act that the Bonds have a rating of not less than "A" or its equivalent to be legal investments for such entity's funds. The Bonds are eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended, to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Again, political subdivisions in the State of Texas may impose a requirement that the Bonds have a rating of not less than "A" or its equivalent to be eligible to serve as collateral for their funds.

The City has not made any investigations of any other laws, rules, regulations or investment criteria that might affect the suitability of the Bonds for any of the above purposes or limit the authority of any of the above entities or persons to purchase or invest in the Bonds.

Remedies in the Event of Default

The Ordinance provides that in the event of a default in the payment of the principal of or interest on any of the Parity Bonds or a default in the performance of any duty or covenant provided by law or in the Ordinance, the Owner or Owners of any of the Parity Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults. Without in

any way limiting the generality of the foregoing, it is expressly provided in the Ordinance that any Owner of any of the Parity Bonds may proceed at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the City under the Ordinance, including the making and collection of reasonable and sufficient rates and charges for the use and services of the System, the deposit of the Gross Revenues into the special funds in accordance with the Ordinance, and the application of the Gross Revenues and the Net Revenues in the manner required in the Ordinance.

The issuance of a writ of mandamus is controlled by equitable principles and rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Ordinance does not provide for the appointment of a trustee to represent the interest of the bondholders upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition and accordingly all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the registered owners.

The Texas Supreme Court has ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages, owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or Ordinance covenants. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds.

Furthermore, the City is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or bondholders of an entity which has sought protection under Chapter 9. Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Ordinance and the Bonds are qualified with respect to the customary rights of debtors relative to their creditors, by general principles of equity which permit the exercise of judicial discretion and by governmental immunity.

INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY

The City invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the Mayor and Council of the City. Both state law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to invest in: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (the "FDIC") or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed, or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund (the "NCUSIF") or their respective successors; (8) interest-bearing banking deposits, other than those described in clause (7), that (i) are invested through a broker or institution with a main office or branch office in this state and selected by the City in compliance with the PFIA, (ii) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the City's account, (iii) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States, and (iv) the City appoints as its custodian of the banking deposits, in compliance with the PFIA, the institution in clause (8)(i) above, a bank, or a broker-dealer; (9) certificates of deposit

and share certificates meeting the requirements of the PFIA (i) that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the FDIC or the NCUSIF, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8), above, or secured in accordance with Chapter 2257, Texas Government Code, or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through a broker or institution that has a main office or branch office in the State and selected by the City in compliance with the PFIA, (b) the broker or institution arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (d) the City appoints, in compliance with the PFIA, the institution in clause (9)(ii)(a) above, a bank, or broker-dealer as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described by clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with a stated maturity of 270 days or less, if the short-term obligations of the accepting bank, or of the holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least A-1 or P-1 or an equivalent by either (i) two nationally recognized credit rating agencies, or (ii) one nationally recognized credit rating agency if the commercial paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (13) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission and complies with Securities and Exchange Commission Rule 2a-7; (14) no-load mutual funds that are registered and regulated by the Securities and Exchange Commission that have a weighted maturity of less than two years and either (i) have a duration of one year or more and are invested exclusively in obligations approved in this paragraph, or (ii) have a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset backed securities; (15) guaranteed investment contracts that have a defined termination date and are secured by obligations described in clause (1), excluding obligations which the City is explicitly prohibited from investing in, and in an amount at least equal to the amount of bond proceeds invested under such contract; and (16) securities lending programs if (i) the securities loaned under the program are 100% collateralized, including accrued income, (ii) a loan made under the program allows for termination at any time, (iii) a loan made under the program is either secured by (a) obligations described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent, or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool, (iv) the terms of a loan made under the program require that the securities being held as collateral be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party designated by the City, (v) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State, and (vi) the agreement to lend securities has a term of one year or less.

Investment Policies

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly, the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City; (2) that all investment officers jointly prepared and signed the report, (3) the beginning and the ending market value for each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it related to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the Mayor and Council of the City.

The City's policies require investments in accordance with applicable state law. The City's Statement of Investment Policy does not exclude any investments allowable under State law described above under "Legal Investments." The City generally invests in Local Government Investment Pools, money market accounts and obligations of the United States or its agencies and instrumentalities.

Current Investments

The City's unaudited investment balances on September 30, 2024 were as follows:

	Principal Invested	Market Value	Book Value
Government Securities	\$ 9,000,000	\$ 8,923,791	\$ 8,923,791
Investment Pool	57,078,325	57,078,325	57,078,325
Total Portfolio	<u>\$66,078,325</u>	<u>\$66,002,116</u>	<u>\$66,002,116</u>

Additional Provisions

Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the Mayor and Council; (3) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers; (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (7) restrict the investment in mutual funds in the aggregate to no more than 80% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service and further restrict the investment in non-money market mutual funds of any portion of bond proceeds, reserves and funds held for debt service and to not more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; and (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

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CITY REVENUE DEBT

Revenue Bond Debt Statement

The following tables and calculations relate to the Bonds, Parity Bonds and to all other System revenue supported debt of the City.

Bonded Indebtedness Payable from Waterworks and Sewer System Revenue

Direct Debt:

Outstanding Parity Bonds (as of February 1, 2025)	\$	32,545,000
The Bonds		<u>20,395,000</u> *
Total Revenue Supported Debt.....	\$	<u>52,940,000</u> *
 General Obligation Debt Payable From Waterworks and Sewer System Revenues	\$	15,150,000 (a)
 Debt Service Fund Balance (Unaudited, as of September 30, 2024).....	\$	208,512
Reserve Fund Balance	\$	2,840,992 (b)

* Preliminary, subject to change.

- (a) Includes an aggregate \$15,150,000 of the City's General Obligation Refunding Bonds, Series 2014, General Obligation Permanent Improvement and Refunding Bonds, Series 2016 and General Obligation Refunding Bonds, Series 2016A (the "General Obligation Debt Payable From System Revenues") debt requirements, which are not Parity Bonds with the Bonds, but which pursuant to City policy are paid from revenues of the System and such policy is subject to change at the discretion of the City. Any such payments from Net Revenues (herein defined) to pay obligations that are not Parity Bonds is subordinate to Net Revenue payments on the Bonds and other Parity Bonds.
- (b) The Reserve Fund for Parity Bonds may be accumulated over time or provided by deposits of proceeds in connection with the issuance of the Parity Bonds. See "SELECTED PROVISIONS OF THE ORDINANCE – Reserve Fund." The increase in the Reserve Fund which is required in connection with the issuance of the Bonds will be funded by proceeds from the sale of the Bonds.

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Pro-Forma Revenue Bonds Debt Service Schedule

The following sets forth the principal and interest on the City's Outstanding System Revenue Supported Debt.

FY Ending 9/30	Less:			Plus: The Bonds*			Total Debt Service Requirements
	Current	General	Current			Total	
	Debt Service Payable From System Revenues	Obligation Debt Payable From System Revenues (a)	Debt Service Requirements of Parity Bonds	Principal*	Interest (b)	Principal and Interest	
2025	\$ 5,322,125	\$ 2,438,500	\$ 2,883,625		\$ 436,226	\$ 437,617	\$ 3,321,242
2026	5,372,950	2,494,000	2,878,950	\$ 100,000	1,017,250	1,120,500	3,999,450
2027	5,288,000	2,403,575	2,884,425	195,000	1,009,875	1,208,125	4,092,550
2028	5,292,225	2,404,750	2,887,475	200,000	1,000,000	1,203,250	4,090,725
2029	5,400,400	2,518,675	2,881,725	100,000	992,500	1,095,750	3,977,475
2030	5,403,300	2,517,800	2,885,500	100,000	987,500	1,095,625	3,981,125
2031	3,618,200	732,400	2,885,800	630,000	969,250	1,602,250	4,488,050
2032	3,617,900	731,300	2,886,600	665,000	936,875	1,604,875	4,491,475
2033	3,616,800	734,100	2,882,700	700,000	902,750	1,605,750	4,488,450
2034	3,613,300	732,600	2,880,700	735,000	866,875	1,609,750	4,490,450
2035	2,885,325		2,885,325	755,000	829,625	1,587,375	4,472,700
2036	2,881,475		2,881,475	795,000	790,875	1,593,500	4,474,975
2037	2,482,250		2,482,250	835,000	750,125	1,592,500	4,074,750
2038	2,477,875		2,477,875	885,000	707,125	1,594,375	4,072,250
2039	927,050		927,050	800,000	665,000	1,472,125	2,399,175
2040	930,800		930,800	840,000	624,000	1,466,000	2,396,800
2041	928,725		928,725	885,000	580,875	1,467,875	2,396,600
2042				1,010,000	533,500	1,545,500	1,545,500
2043				1,060,000	481,750	1,548,625	1,548,625
2044				1,115,000	427,375	1,549,000	1,549,000
2045				1,170,000	370,250	1,546,625	1,546,625
2046				1,230,000	310,250	1,546,375	1,546,375
2047				1,295,000	247,125	1,548,000	1,548,000
2048				1,360,000	180,750	1,546,375	1,546,375
2049				1,430,000	111,000	1,546,375	1,546,375
2050				1,505,000	37,625	1,547,750	1,547,750
Totals	\$60,058,700	\$17,707,700	\$42,351,000	\$20,395,000	\$16,766,351	\$37,281,867	\$79,632,867

Estimated Average Annual Requirements (2025-2050)..... \$3,062,803 (c)*

Estimated Maximum Annual Requirement (2032) \$4,491,475 (c)*

Principal Payout (All Revenue Supported Bonds) (c)* 22.22% in 5 years
50.71% in 10 years
75.49% in 15 years
87.12% in 20 years
100.00% in 25 years

* Preliminary, subject to change.

(a) Includes an aggregate \$15,150,000 of the City's General Obligation Refunding Bonds, Series 2014, General Obligation Permanent Improvement and Refunding Bonds, Series 2016 and General Obligation Refunding Bonds, Series 2016A (the "General Obligation Debt Payable From System Revenues") debt requirements, which are not Parity Bonds with the Bonds, but which pursuant to City policy are paid from revenues of the System and such policy is subject to change at the discretion of the City. Any such payments from Net Revenues (herein defined) to pay obligations that are not Parity Bonds (herein defined) is subordinate to Net Revenue payments on the Bonds and other Parity Bonds.

(b) Interest estimated at market rates for illustration purposes only. Preliminary, subject to change.

(c) Does not include the General Obligation Debt Payable From System Revenues.

THE SYSTEM

Description of the System

- Waterworks System -

The water production facilities consist of 6 water wells with a total capacity of 5.48 million gallons per day ("MGD") and 2 surface water booster stations capable of pumping 14.52 MGD. The system's total water capacity is 20.00 MGD.

The distribution system consists of over 284 miles of 4" - 24" water lines, two 1 million gallon elevated tanks and 10 ground storage tanks with a total capacity of over 8.5 million gallons.

- Sanitary Sewer System -

The sanitary sewer system consists of 5.499 MGD of purchased capacity in the regional wastewater treatment plant, 43 lift stations and over 185 miles of sewer lines ranging in size from 4" - 36" diameter.

- Top Ten Water Customers -

Customer	2024 Water Consumption (in thousand gallons)	2024 Revenue	2023 Water Consumption (in thousand gallons)	2023 Revenue
The Reserve @ Autumn Creek	18,389	\$ 96,174	15,707	\$ 81,699
Bellevue at Clear Creek, LP	16,398	86,418	12,701	66,970
Baywood Apartments	10,173	53,560	7,818	41,226
Bay Meadows Apartments	9,688	51,184	12,371	63,536
Friendswood ISD – Cline Elementary	7,425	51,390	(a)	(a)
HUT-Mobile Park	6,815	34,683	6,479	32,775
Friendswood TRS LLC	6,686	34,825	(a)	(a)
Clear Creek ISD	6,100	37,782	(a)	(a)
JSJW Friendswood LLC	5,722	30,319	5,370	28,540
Village on the Park	5,504	35,219	4,778	27,825
Enclave at Quail Crossing	(a)	(a)	5,477	30,079
Morada Friendswood	(a)	(a)	5,083	28,483
H E Butt Grocery Co.	(a)	(a)	5,017	28,122
Totals	92,900	\$511,554	80,801	\$429,255

(a) Not a top ten water customer in that year.

Water and Sewer Rates

The City currently serves 14,577 water customers and 13,470 sewer customers. The following is a summary of the City's current water and sewer rates.

- Water Service Charges - (Effective January 1, 2025)

The City charges the following monthly water rates:

Residential Water Rates Inside City Limits

- Minimum Monthly Base Charge By Meter Size (Includes 3,000 Gallons) –

Meter Size	Minimum Base Charge
1 Inch or Less	\$25.20
1.5 Inch	98.55
2 Inch	157.55
3 Inch	283.75
4 Inch	463.75
6 Inch	913.80
8 Inch	1,453.85

Usage	Rate
Minimum 0 - 3,000 gallons	Base Charge
3,001 – 10,000 gallons, per thousand	\$3.45
10,001 – 25,000 gallons, per thousand	4.30
25,001 gallons and over	6.45

Commercial and Multi-Unit Water Rates Inside City Limits

- Minimum Monthly Base Charge By Meter Size (No Gallons Included) –

Meter Size	Minimum Base Charge
1 Inch or Less	\$25.20
1.5 Inch	98.55
2 Inch	157.55
3 Inch	283.75
4 Inch	463.75
6 Inch	913.80
8 Inch	1,453.85

Usage	Rate
Per 1,000 gallons, per thousand	\$5.25

Water Rates Outside City Limits

The amount to be charged and collected for water service outside the corporate limits of the City is computed and charged as 1.5 times the amount established for service inside the City.

- Sanitary Sewer Service Charges -
(Effective January 1, 2025)

The City charges the following monthly sanitary sewer service rates:

Residential Sanitary Sewer Rates Inside City Limits

Usage	Rate
Minimum	\$29.20
Per thousand gallons	4.60

Commercial and Multi-Unit Sanitary Sewer Rates Inside City Limits

Usage	Rate
Minimum	\$29.90
Per thousand gallons	4.60

Sanitary Sewer Rates Outside City Limits

The amount to be charged and collected for sewer service outside the corporate limits of the City is computed and charged as 1.5 times the amount established for service inside the City.

- Irrigation/Sprinkler Service Charges -
(Effective January 1, 2025)

Residential or Commercial Irrigation/Sprinkler Rates Inside City Limits

- Minimum Monthly Base Charge By Meter Size (Includes 3,000 Gallons) –

Meter Size	Minimum Base Charge
1 Inch or Less	\$25.20
1.5 Inch	98.55
2 Inch	157.55
3 Inch	283.75
4 Inch	463.75
6 Inch	913.80
8 Inch	1,453.85

Usage	Rate
Minimum 0 - 3,000 gallons	Base Charge
3,001 – 10,000 gallons, per thousand	\$4.30
10,001 – 25,000 gallons, per thousand	4.55
25,001 gallons and over	6.45

Irrigation/Sprinkler Rates Outside City Limits

The amount to be charged and collected for sewer service outside the corporate limits of the City is computed and charged as 1.5 times the amount established for service inside the City.

Southeast Water Purification Plant

The City has entered into a contract with the City of Houston, Texas (the "City of Houston") for constructing, operating and maintaining a water purification plant known as Southeast Water Purification Plant. The City's pro rata share of the actual production costs is 6.00%.

The City began receiving water from the plant on October 15, 1990. The City is billed on a monthly basis for the actual gallons of water received times the City's pro rata share of actual costs. At the end of each fiscal year, the City of Houston computes the total operation and maintenance expense for the fiscal year just ended, recalculates the cost per one thousand gallons, and adjusts previous billings on the next invoice.

The relationship of the parties is fiduciary. No partnership or joint venture is created by this contract.

Blackhawk Regional Waste Treatment Plant

The City has entered into an arrangement with the Gulf Coast Authority for the operation and maintenance of a joint treatment plant known as Blackhawk Regional Waste Treatment Plant. The City, the City of Houston, Harris County MUD No. 55, and the Baybrook MUD 1 (collectively, the "Participants") share in the expense of operation and maintenance based on their respective usage on a monthly basis. The percentages of equity in the joint venture based on their respective capacity rights at September 30, 2024, are as follows:

City of Friendswood	59.45%
City of Houston	8.23%
Harris County MUD No. 55	21.24%
Baybrook MUD No. 1	<u>11.08%</u>
	<u>100.00%</u>

An annual budget for operations is submitted to the Gulf Coast Waste Disposal Authority each year. The Gulf Coast Authority is the governing authority and consists of 9 members (3 appointed by the governor, 3 appointed by Harris County, Galveston County, and Chambers County, and 3 appointed by the Participants).

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Historical Operations of the System

	Fiscal Year Ended September 30, (a)				
	2024 (b)	2023	2022	2021	2020
REVENUES					
Water and Sewer Services	\$20,049,092	\$21,092,670	\$19,223,542	\$17,514,259	\$16,499,400
Other Revenues	1,576,996	1,651,610	315,189	219,683	139,358
Total Revenues	<u>\$21,626,088</u>	<u>\$22,744,280</u>	<u>\$19,538,731</u>	<u>\$17,733,942</u>	<u>\$16,638,758</u>
EXPENDITURES					
Personnel Services	\$ 3,170,452	\$ 3,140,920	\$ 2,626,093	\$ 2,535,062	\$ 2,567,275
Sewer Operations	2,250,967	2,337,235	2,588,636	1,875,837	3,230,832
Water Purchases	2,075,936	2,144,603	1,836,874	3,239,840	2,649,339
Repairs and Maintenance	943,327	814,793	819,562	967,864	551,503
Supplies	232,741	184,000	217,565	130,066	104,804
Administrative Transfers to					
General Fund (c)	2,699,385	1,803,800	1,843,331	1,541,853	1,461,704
Other	1,164,420	1,433,517	1,041,844	941,656	947,214
Total Expenditures	<u>\$12,537,228</u>	<u>\$11,858,868</u>	<u>\$10,973,905</u>	<u>\$11,232,178</u>	<u>\$11,512,671</u>
Available for Debt Service	<u>\$ 9,088,860</u>	<u>\$10,885,412</u>	<u>\$ 8,564,826</u>	<u>\$ 6,501,764</u>	<u>\$ 5,126,087</u>
Average Annual Requirements	\$ 3,062,803	\$ 2,512,976	\$ 2,532,413	\$ 2,550,003	\$ 1,910,256
Coverage:	2.97x	4.33x	3.38x	2.55x	2.68x
Maximum Annual Requirements	\$ 4,491,475	\$ 2,887,475	\$ 2,887,475	\$ 2,887,475	\$ 1,960,900
Coverage:	2.02x	3.77x	2.97x	2.25x	2.61x
Customer Count:					
Water Customers	14,577	14,415	14,328	14,192	14,098
Sewer Customers	13,470	13,324	13,241	13,132	13,029

(a) Source: City's audited financial statements.

(b) Unaudited, as of September 30, 2024.

(c) Represents transfers to the General Fund for salaries and administrative costs associated with the operations of the System.

Pension Fund

The City participates in the Texas Municipal Retirement System ("TMRS"), an agency operated by the State of Texas. Employees of the City who participate in TMRS contribute a fixed percentage, currently 7%, of their gross pay and the City matching percent is currently 2 to 1. As employees leave municipal employment other than through retirement, they may withdraw from TMRS those funds they contributed, but forfeit their employer's contributions. Each municipal employer's requirements for current contributions are offset by the amounts of such forfeitures.

As of January 28, 2025, the City employed 244 full-time employees and 39 part-time and seasonal employees. All full-time employees are covered by TMRS and the City's contribution for fiscal year 2024, amounted to approximately \$3,284,906. The City had a net pension benefit obligation in the amount of \$13,715,046 as of December 31, 2023. The liability for prior service benefits will be amortized over a period of twenty-seven years or less by contributions from the City which are a level percentage of payroll.

SELECTED PROVISIONS OF THE ORDINANCE

The Ordinance authorizes the issuance and sale of the Bonds and prescribes terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the City. Set forth below is a summary of certain provisions of the Ordinance. Such summary is not a complete description of the entire Ordinance and is qualified by reference to the Ordinance, copies of which are available from the City's Financial Advisor upon request.

Definitions

The following are selected terms that are defined in the Ordinance.

"Additional Parity Bonds" mean the additional parity revenue bonds permitted to be issued by the City pursuant to the Ordinance.

"Gross Revenues" mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System and the interest income from the investment or deposit of money in the Revenue Fund, the Interest and Sinking Fund, and the Reserve Fund.

"Maintenance and Operation Expenses" mean the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the System), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operation Expense.

"Net Revenues" mean all Gross Revenues remaining after deducting the Maintenance and Operation Expenses.

"Outstanding Bonds" mean the City's Waterworks and Sewer System Revenue Bonds, Series 2016, dated March 1, 2016, outstanding at the date of issuance of the Bonds in the amount of \$3,855,000, the City's Waterworks and Sewer System Revenue Bonds, Series 2018, dated December 1, 2018, outstanding at the date of issuance of the Bonds in the amount of \$16,470,000 and the City's Waterworks and Sewer System Revenue Bonds, Series 2021, dated February 1, 2021, outstanding at the date of issuance of the Bonds in the amount of \$12,220,000.

"Parity Bonds" mean the Bonds, the Outstanding Bonds and each series of Additional Parity Bonds from time to time hereafter issued, but only to the extent such Parity Bonds remain outstanding within the meaning of this Ordinance.

"Reserve Fund Requirement" means the average annual principal and interest requirements on the Parity Bonds, which may be determined and redetermined each year by the City but in no event less frequently than upon the issuance of each series of Parity Bonds.

"System" means all properties, facilities, improvements, equipment, interests, and rights constituting the waterworks and sanitary sewer system of the City, including all future extensions, replacements, betterments, additions, and improvements to the System. The System shall not include any Special Project.

Pledge and Source of Payment

The City covenants and agrees that all Gross Revenues of the System shall be deposited and paid into the special funds established for Parity Bonds, as provided in the Ordinance, and shall be applied in the manner set out therein, to provide for the payment of all Maintenance and Operation Expenses and to provide for the payment of principal, interest and any redemption premium of the Parity Bonds and all expenses of paying, securing and insuring the same. The Parity Bonds shall constitute special obligations of the City that shall be payable solely from, and shall be equally and ratably secured by a first lien on, the Net Revenues, as collected and received by the City, from the operation and ownership of the System, which Net Revenues shall, in the manner therein provided, be set aside for and pledged to the payment of the Parity Bonds in the Interest and Sinking Fund and Reserve Fund as hereinafter provided, and the Parity Bonds shall be in all respects on a parity with and of equal dignity with one another. The owners of the Parity Bonds shall never have the right to demand payment out of any funds raised or to be raised by taxation.

Rates and Charges

So long as any Parity Bonds remain outstanding, the City shall fix, charge and collect rates and charges for the use and services of the System which are fully sufficient to produce Net Revenues in each fiscal year at least equal to 125% of the principal and interest requirements scheduled to occur in such fiscal year on all Parity Bonds then outstanding plus an amount equal to the sum of all deposits required to be made to the Reserve Fund in such fiscal year; but in no event shall Net Revenues ever be less than the amount required to maintain the Interest and Sinking Fund and the Reserve Fund as provided in the Ordinance, and, to the extent that funds for such purpose are not otherwise available, to pay all other outstanding obligations payable from the Net Revenues of the System, as and when the same become due.

The City will not grant or permit any free service from the System except for public buildings and institutions operated by the City.

Special Funds

The following special funds are created in the Ordinance and such funds shall be maintained and accounted for as provided in the Ordinance, so long as any Parity Bonds remain outstanding:

- (a) Waterworks and Sewer System Revenue Fund (the "Revenue Fund");
- (b) Waterworks and Sewer System Revenue Bonds Interest and Sinking Fund (the "Interest and Sinking Fund"); and
- (c) Waterworks and Sewer System Revenue Bonds Reserve Fund (the "Reserve Fund").

The Revenue Fund shall be maintained as a separate account on the books of the City. The Interest and Sinking Fund and the Reserve Fund shall be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City and shall constitute trust funds which shall be held in trust for the benefit of the Owners of the Parity Bonds and the proceeds of which shall be and are hereby pledged to the payment of the Parity Bonds. All of the Funds named above shall be used solely as provided in the Ordinance so long as any Parity Bonds remain outstanding.

Flow of Funds

All Gross Revenues of the System (except for interest and earnings on investments in the Reserve Fund and the Interest and Sinking Fund) shall be deposited as collected into the Revenue Fund. Money from time to time on deposit in the Revenue Fund shall be applied as follows in the following order of priority:

- (a) First, to pay Maintenance and Operation Expenses.
- (b) Second, to make all deposits into the Interest and Sinking Fund required by the Ordinance, the ordinance authorizing the issuance of the Outstanding Bonds and any ordinance authorizing the issuance of Additional Parity Bonds.
- (c) Third, to make all deposits into the Reserve Fund required by the Ordinance, the ordinance authorizing the issuance of the Outstanding Bonds and any ordinance authorizing the issuance of Additional Parity Bonds.
- (d) Fourth, to pay any amounts due to any bond insurer of Parity Bonds not paid pursuant to subsections (b) or (c) above.
- (e) Fifth, to pay any amounts due to any issuer of a reserve fund surety policy not paid pursuant to subsections (b) or (c) above.
- (f) Sixth, for any lawful purpose.

Whenever the total amounts on deposit to the credit of the Interest and Sinking Fund and the Reserve Fund shall be equivalent to the sum of the aggregate principal amount of all outstanding Parity Bonds plus the aggregate amount of all interest accrued and to accrue thereon, no further payments need be made into the Interest and Sinking Fund or the Reserve Fund.

Interest and Sinking Fund

On or before the last Business Day of each month so long as any Parity Bonds remain outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, there shall be transferred into the Interest and Sinking Fund from the Revenue Fund:

- (i) such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the interest scheduled to become due on the Parity Bonds on the next interest payment date; and
- (ii) such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the next maturing principal of the Parity Bonds, including the principal amounts, of and any redemption premium on, any Parity Bonds payable as a result of the exercise or operation of any optional or mandatory redemption provision contained in any ordinance authorizing the issuance of Parity Bonds.

Money deposited to the credit of the Interest and Sinking Fund shall be used solely for the purpose of paying principal (at maturity or prior redemption or to purchase Parity Bonds issued as term bonds in the open market to be credited against mandatory redemption requirements), interest and any redemption premium on the Parity Bonds or reimbursing credit providers for amounts, advanced for such purpose, plus all bank charges and other costs and expenses relating to such payment. The paying agent shall destroy all paid Parity Bonds and shall provide the City with appropriate certificates of destruction.

Reserve Fund

On or before the last Business Day of each month so long as any Parity Bonds remain outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, and after making the transfers into the Interest and Sinking Fund required in the preceding Section, there shall be transferred into the Reserve Fund from the Revenue Fund, in approximately equal monthly installments, amounts sufficient to accumulate within sixty (60) months the Reserve Fund Requirement. Each increase in the Reserve Fund Requirement resulting from the issuance of Additional Parity Bonds shall be accumulated within sixty (60) months of the issuance of such bonds by making transfers from the Revenue Fund into the Reserve Fund in approximately equal monthly installments of amounts sufficient for such purpose. After the Reserve Fund Requirement has accumulated in the Reserve Fund and so long thereafter as such Fund contains the Reserve Fund Requirement, no further deposits shall be required to be made into the Reserve Fund, and any excess amounts may be transferred to the Revenue Fund. But if and whenever the balance in the Reserve Fund is reduced below the Reserve Fund Requirement, either due to a draw on the funds or reduction or cancellation of a Reserve Fund Surety Policy, monthly deposits into such Fund shall be resumed and continued in amounts at least equal to one-twelfth (1/12th) of the deficiency in the Reserve Fund Requirement until the Reserve Fund again equals the Reserve Fund Requirement. The Reserve Fund shall be used to pay the principal of and interest on the Parity Bonds at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose and to pay and retire the last Parity Bonds to mature or be redeemed.

The City expressly reserves the right at any time to satisfy all or any part of the Reserve Fund Requirement by obtaining for the benefit of the Reserve Fund a Reserve Fund Surety Policy (as defined below). In the event the City elects to substitute at any time a Reserve Fund Surety Policy for any funded amounts in the Reserve Fund, it may apply any bond proceeds thereby released, to the greatest extent permitted by law, to any purposes for which the bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used, including the payment of debt service on the Parity Bonds. A Reserve Fund Surety Policy shall be an insurance policy or other instrument issued pursuant to a credit agreement (as such term is defined by Section 1371.001, Government Code) in a principal amount equal to the portion of the Reserve Fund Requirement to be satisfied and issued by a financial institution or insurance company with a rating for its long term unsecured debt or claims paying ability in the highest letter category by two major municipal securities evaluation sources. The premium for any such policy shall be paid from bond proceeds or other funds of the City lawfully available for such purpose. Any Reserve Fund Surety Policy shall be authorized by resolution or ordinance and submitted to the Attorney General for examination and approval.

At any time that there are insufficient funds available in the Interest and Sinking Fund to make any required payment of interest on or principal of the Bonds, or to reimburse the credit providers for amounts advanced for such purpose, there shall be transformed from the Reserve Fund to the Interest and Sinking Fund such amounts as may be necessary for such purpose. In the event the Reserve Fund contains one or more Reserve Fund Surety Policy or Policies, the City shall not draw on Reserve Fund Surety Policy unless no other cash or investments are otherwise available in the Reserve Fund. If more than one Reserve Fund Surety Policy is held in the Reserve Fund, the City shall draw on such policies on a proportionate basis. Whenever amounts have been drawn on one or more Reserve Fund Surety Policies, amounts subsequently transferred to the Reserve Fund shall be used to reimburse the provider (or if more than one, to the providers on a proportionate basis) of such Reserve Fund Surety Policies in accordance with the terms thereof, for the amounts advanced, interest thereon and any associated fees. The issuer(s) of such Reserve Fund Surety Policy or Policies shall be secured with respect to such reimbursement obligations by a lien on the Net Revenues, subject and subordinate to the lien securing the Bonds and the required deposits to the Fund, and shall further be secured by a lien on amounts from time to time on deposit in and required to be deposited to the Reserve Fund.

Additional Parity Bonds

The City reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds or any other bonds or obligations of the City issued in connection with or payable from the revenues of the System), one or more series of Additional Parity Bonds payable from and secured by a first lien on the Net Revenues of the System on a parity with the Bonds and any previously issued Additional Parity Bonds; provided, however, that no Additional Parity Bonds may be issued unless:

- (a) The Additional Parity Bonds mature on, and interest is payable on, the same days of the year as the Bonds;
- (b) The Interest and Sinking Fund and the Reserve Fund each contains the amount of money then required to be on deposit therein;

- (c) For either the preceding fiscal year or a 12 consecutive calendar month period ending no more than 90 days prior to adoption of the ordinance authorizing such Additional Parity Bonds, Net Revenues were equal to at least 140% of the average annual principal and interest requirements on all Parity Bonds that will be outstanding after the issuance of the series of Additional Parity Bonds then proposed to be issued, as certified by the City's Controller or Director of Administrative Services or by an independent certified public accountant or firm of independent certified public accountants; and
- (d) If the City cannot meet the test described in (c) above, but a change in the rates and charges applicable to the System becomes effective at least sixty (60) days prior to the adoption of the ordinance authorizing Additional Parity Bonds and the City's Controller or Director of Finance certifies that, had such change in rates and charges been effective for the preceding fiscal year or 12 consecutive calendar month period ending no more than 90 days prior to adoption of said ordinance, the Net Revenues for such period would have met the test described in (c) above.

Subordinate Lien Bonds

The City reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Net Revenues that are junior and subordinate to the lien on the Net Revenues securing payment of the Parity Bonds. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purpose.

Special Project Bonds

The City reserves the right to issue revenue bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

Bondowners' Remedies

This Ordinance shall constitute a contract between the City and the Owners of the Parity Bonds from time to time outstanding (including any bond insurers of Parity Bonds) and shall remain in effect until the Parity Bonds and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein (including payments of any amounts due to bond insurers of Parity Bonds). In the event of a default in the payment of the principal of or interest on any of the Parity Bonds or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of any of the Parity Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Parity Bonds may proceed at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the City under this Ordinance, including the making and collection of reasonable and sufficient rates and charges for the use and services of the System, the deposit of the Gross Revenues into the special funds herein provided, and the application of the Gross Revenues and the Net Revenues in the manner required in this Ordinance.

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ADMINISTRATION OF THE CITY

Mayor and City Council

Policy-making and supervisory functions are the responsibility of and are vested in the Mayor and City Council for the City, under provisions of the "Charter of the City of Friendswood" (the "Charter") approved by the electorate October 16, 1971. The Council is elected at large on the first Saturday in May. The Mayor and six Council members serve three-year staggered terms. Members of the Council are described below:

Council Members	Period Served	Term Expires May	Occupation
Mike Foreman Mayor	7 Years	2027	Business Owner
Joe Matranga Mayor Pro-Tem Council Member	2 Years	2026	Retired Senior Vice President Oil and Gas
John Ellisor Council Member	1 Year	2027	Retired Judge
Sally Branson Council Member	8 Years	2026	Financial Advisor
Trish Hanks Council Member	7 Years	2027	Education Consultant
Robert J. Griffon Council Member	7 Years	2025	Investor
Brent Erenwert Council Member	6 Years	2025	Supply Chain Specialist

Administration

Under provisions of the Charter, the City Council enacts local legislation, adopts budgets, determines policies and appoints the City Manager, who is charged with the duties of executing the laws and administering the government of the City. As the chief executive officer and head of the administrative branch of the City government, the City Manager is given the power and duties to:

- (1) Appoint and remove all department heads and all other employees in the administrative service of the City and may authorize the head of a department to appoint and remove subordinates in his respective department;
- (2) Prepare the budget annually, submit it to City Council, and be responsible for its administration;
- (3) Prepare and submit to City Council a complete report on the finances and administrative activities of the City;
- (4) Keep City Council advised of the financial condition and future needs of the City and make appropriate recommendations; and
- (5) Perform such other necessary duties as prescribed by the Charter or required by City Council.

Members of the administrative staff are described below:

Name	Position	Period Served
Morad Kabiri	City Manager	17 Years
Steven Rhea	Deputy City Manager	7 Years
Katina Hampton	Assistant City Manager	18 Years
Leticia Brysch	Assistant City Manager / City Secretary	4 Years
Rhonda Boskas	Director of Finance	15 Years
James Toney	Director of Parks and Recreation	20 Years
Steve Vavrecka	Director of Public Works	13 Years
Jildardo Arias	Director of Engineering	5 Years
Matthew Riley	Director of Library Services	35 Years
Aubrey Harbin	Director of Community Development	18 Years
Brian Mansfield	Director of Emergency Services	25 Years
Josh Rogers	Police Chief	25 Years
Haley Brown	Director of Human Resources and Risk Management	10 Years
Karen Horner	City Attorney	3 Years

Consultants

The City has retained several consultants to perform professional services in connection with the independent auditing of its books and records and other City activities. Several of these consultants are identified below:

Bond Counsel	McCall, Parkhurst & Horton L.L.P. Houston, Texas
Certified Public Accountants	Whitley Penn LLP Houston, Texas
Financial Advisor	BOK Financial Securities, Inc. Houston, Texas

LEGAL MATTERS

Legal Opinion

The delivery of the Bonds is subject to the approving opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the City payable from the Net Revenues and, the approving legal opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel to the City ("Bond Counsel"), in substantially the form attached as APPENDIX C. Though it represents the Financial Advisor and the Underwriters, from time to time in matters unrelated to the issuance of the Bonds, Bond Counsel has been engaged by and only represents the City in connection with the issuance of the Bonds. The City expects to pay the legal fees of Bond Counsel for services rendered in connection with the issuance of the Bonds from proceeds of the Bonds. Certain legal matters will be passed upon for the Underwriters by Holland & Knight LLP, Houston, Texas, Counsel to the Underwriters, whose legal fees are contingent upon the sale and delivery of the Bonds.

Bond Counsel has reviewed the statements and information appearing in the Official Statement under the captions "THE BONDS" (except the subcaptions "Book-Entry-Only System," "Future Debt," "Sources and Uses of Funds" and "Remedies in the Event of Default"), "SALE AND DISTRIBUTION OF THE BONDS – Securities Laws," "SELECTED PROVISIONS OF THE ORDINANCE," "LEGAL MATTERS - Legal Opinion" (excluding the last sentence of the first paragraph thereof), "TAX MATTERS," and "CONTINUING DISCLOSURE OF INFORMATION" (except the subcaption "Compliance With Prior Undertakings") and such firm is of the view that the information under such captions fairly summarizes the procedures and documents referred to therein and is correct as to matters of law. Bond Counsel has not independently verified any of the factual information contained in this Official Statement nor have they conducted an investigation of the affairs of the City for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the information contained herein.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No-Litigation Certificate

The City will furnish to the Underwriters a certificate, dated as of the date of delivery of the Bonds, executed by appropriate City officials, to the effect that no litigation of any nature has been filed or is then pending or threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the issuance, execution or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Bonds; or affecting the validity of the Bonds.

No Material Adverse Change

The obligations of the Underwriters to take and pay for the Bonds, and of the City to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the City subsequent to the date of sale from that set forth or contemplated in the Official Statement, as it may have been supplemented or amended through the date of sale.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Houston, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX C - FORM OF BOND COUNSEL OPINION."

In rendering its opinion, Bond Counsel to the City will rely upon (a) the City's federal tax certificate and (b) covenants of the City with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the City to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with the covenants and the requirements described in the preceding paragraph, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the City that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i)

the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporations' "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such Bonds;

although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the Internal Revenue Service. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board ("MSRB"). Information will be available from the MSRB free of charge via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org.

Annual Reports

The City will provide certain updated financial information and operating data to the MSRB annually via EMMA. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under the headings "OFFICIAL STATEMENT SUMMARY - Selected Financial Information," "CITY REVENUE DEBT," and "THE SYSTEM" (collectively, the "Annual Operating Report"). The City will update and provide the Annual Operating Report within six months after the end of each fiscal year. The City will additionally provide audited financial statements of the City (the "Financial Statements"), and such Financial Statements will be provided within 12 months after the end of each fiscal year ending in or after 2024. If the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such Financial Statements will be prepared in accordance with the accounting principles described in APPENDIX "B" or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by Rule 15c2-12.

The City's current fiscal year end is September 30. Accordingly, the Annual Operating Data must be provided by March 31 in each year, and the Financial Statements must be provided by September 30 of each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data as set forth above.

Notice of Certain Events

The City will also provide timely notices of certain events to the MSRB. The City will provide notice in a timely manner not in excess of ten business days after the occurrence of the event of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material; (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties. Neither the Bonds nor the Ordinance make any provision for debt service reserves, liquidity enhancement, credit enhancement, merger, consolidation, or acquisition. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports."

For these purposes, any event described in (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City; and the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendment to Rule 15c2-12 effected by the 2018 Release.

Availability of Information

The City has agreed to provide the foregoing information only to the MSRB. The information will be available to the public at www.emma.msrb.org.

Limitations and Amendments

The City has agreed to update information and to provide notices of certain events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Bonds may seek a writ of mandamus to compel the City to comply with its agreement. The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the City, if (i) the agreement, as amended, would have permitted an Underwriter to purchase or sell the Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the SEC Rule 15c2-12 or a court of final jurisdiction enters judgment

that such provisions of the SEC Rule 15c2-12 are invalid, but only if and to the extent that the provisions of this sentence would not prevent an Underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the agreement, it has agreed to include with any financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings

During the last five years, the City has substantially complied in all material respects with its undertakings made in accordance with Rule 15c2-12.

SEVERE WEATHER EVENTS

The City is located near the Texas Gulf Coast. Land located in this area is susceptible to high winds, heavy rain and flooding caused by hurricanes, tropical storms, and other tropical disturbances. The greater Houston area, including the City, has experienced multiple storms exceeding a 0.2% probability (i.e. "500-year flood" event) since 2015. Several of these storms, including Hurricane Harvey. As has been seen in recent hurricanes that have landed along the Texas Gulf Coast, such weather events can cause substantial interruption of business activity. In the event of a severe storm in the vicinity of the City, the City could experience reduced business activity for a prolonged period, which would adversely affect the receipts of service fees and revenues and possibly its ability to pay contractual commitments and debt obligations. Additional severe weather events striking the area of the City in the future could result in decreases in population, taxable assessed valuations and require system repairs. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values or receipts of revenues could be adversely affected.

INFORMATION TECHNOLOGY AND CYBERSECURITY

The City depends upon information and computing technology to conduct general business operations. These systems may be subject to disruptions or security breaches that could materially disrupt the City's operations, cause reputational damage and/or give rise to losses or legal liability. The City continually monitors these threats, however, no assurance can be given that the City will fully prevent potential business continuity or cybersecurity risks arising from events wholly or partially beyond the City's control, including electrical telecommunications outages, natural disasters, or cyberattacks, or larger scale political events, including terrorist attacks. Any such occurrence could materially and adversely affect the City's operations and reputation, which could lead to decreased financial performance that insurance may not cover and may require the City to expend significant resources to correct the failure or disruption.

FINANCIAL ADVISOR

BOK Financial Securities, Inc. is employed as Financial Advisor to the City in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

AUDITED FINANCIAL STATEMENTS

Whitley Penn LLP, the City's independent auditor, has not reviewed, commented on, or approved, and is not associated with, this Official Statement. The report of Whitley Penn LLP relating to the City's financial statements for the fiscal year ended September 30, 2023 is included in this Official Statement in APPENDIX B; however, Whitley Penn LLP, has not performed any procedures on such financial statements since the date of such report, and has not performed any procedures on any other financial information of the City, including without limitation any of the information contained in this Official Statement, and has not been asked to consent to the inclusion of its report, or otherwise be associated with this Official Statement.

Excerpts from the City's Annual Financial Report for the fiscal year ended September 30, 2023 are included in this Official Statement in APPENDIX B. The City currently expects to receive its Annual Financial Report for the fiscal year ended September 30, 2024 (the "2024 Annual Report") on or before the Date of Initial Delivery. Once accepted by the City Council, the City expects to file the 2024 Annual Report with EMMA in accordance with its existing continuing disclosure undertakings and associate the 2024 Annual Report with the Certificates on EMMA. The 2024 Annual Report is hereby incorporated by reference into this Official Statement.

After the City files the 2024 Annual Report with EMMA, it may be obtained by accessing EMMA at <https://emma.msrb.org/IssuerHomePage/Issuer?id=3FF42F3820E7B52C8C9A9D8AA9E5685C>, or by using the EMMA Advanced Search function and entering the term "City of Deer Park" in the Issuer Name field within the Security Information search filter. A copy of the 2024 Annual Report may also be obtained by written request from the City's Financial Advisor, BOK Financial Securities, Inc., 1401 McKinney Street, Suite 1000, Houston, Texas 77010.

GENERAL CONSIDERATIONS

Sources and Compilation of Information

The information contained in this Official Statement has been obtained primarily from the City and from other sources believed to be reliable. No representation is made as to the accuracy or completeness of the information derived from sources other than the City. The summaries of the statutes, ordinances and other related documents are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Neither this Official statement nor any statement that may have been made orally or in writing is to be constructed as or as part of a contract with the original purchasers or subsequent owners of the Bonds.

Forward Looking Statements

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. It is important to note that the City's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

In the Ordinance, the City Council will duly authorize and approve this Official Statement as of the date specified on the first page hereof.

Mayor
City of Friendswood

ATTEST:

City Secretary
City of Friendswood

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY OF FRIENDSWOOD

The following information has been derived from various sources, including the Texas Municipal Reports, U.S. Census data, "Sales Management Survey of Buying Power", and City officials. While such sources are believed to be reliable, no representation is made as to the accuracy thereof.

- City Economics -

The City of Friendswood, Texas (the "City"), is a commercial center located 20 miles southeast of downtown Houston at the intersection of Farm to Market Road 2351 and Farm to Market Road 518 in the northeast corner of Galveston County, with a small portion in Harris County. At present, there are numerous residential subdivisions either developed or under construction within the City with homes ranging in value from approximately \$75,000 to over \$2,500,000, with the average being approximately \$450,000.

Manufacturing and Commerce

Employment in Galveston County (the "County") is provided by the extensive petro-chemical industry. (Source: Texas Municipal Report.) Also adding to the general economy of the County are fishing, tourism and recreation activities and agribusiness. The Gulf Intracoastal Waterway comes through the lowlands near Surfside Beach and is an important waterway in America with reported annual tonnage comparable to the Panama and Suez Canals.

ECONOMIC AND GROWTH INDICATORS

U.S. Census of Population

	City of Friendswood		Galveston County	
	Number	% Change	Number	% Change
1930	---	---	23,054	+11.84
1940	---	---	27,069	+17.42
1950	---	---	46,549	+71.96
1960	1,497	---	76,204	+63.71
1970	6,444	+330.46	108,312	+42.13
1980	13,248	+105.59	169,587	+56.57
1990	18,927	+42.87	191,707	+13.04
2000	29,037	+53.42	250,158	+30.49
2010	35,805	+23.31	291,309	+16.45
2020	41,213	+15.10	350,682	+20.38

(a) Source: U.S. Census Bureau.

Employment Statistics

State of Texas

	<u>2024 (a)</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Labor Force	15,591,398	15,067,153	14,672,312	14,292,315	13,941,490
Employed	15,012,362	14,472,524	14,093,906	13,486,624	12,872,070
Unemployed	579,036	594,629	578,406	805,691	1,069,420
Unemployment Rate	3.7%	3.9%	3.9%	5.6%	7.7%

Galveston County

	<u>2024 (a)</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Labor Force	180,743	174,213	169,221	165,655	163,817
Employed	173,438	166,796	161,693	154,797	149,429
Unemployed	7,305	7,417	7,528	10,858	14,388
Unemployment Rate	4.0%	4.3%	4.4%	6.6%	8.8%

City of Friendswood

	<u>2024 (a)</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Labor Force	21,396	20,652	20,001	19,455	19,070
Employed	20,692	19,892	19,283	18,463	17,818
Unemployed	704	760	718	992	1,252
Unemployment Rate	3.3	3.7%	3.6%	5.1%	6.6%

(a) As of December 31, 2024.

Employment Statistics

Source: Texas Workforce Commission

APPENDIX B
AUDITED FINANCIAL STATEMENTS OF THE CITY

APPENDIX C
FORM OF BOND COUNSEL OPINION

FY 2025 Revenue Bond Projects

Project	Cost
42" SETL Waterline	\$1,980,860
Friendswood Dr to Elevated Storage Tank 1 24"	\$1,500,000
Georgetown 16" Upsize	\$250,000
Friendswood Trails 16"	\$525,000
Blackhawk Blvd Phase II-C Utilities	\$1,900,000
Lift Station #2 Rehabilitation	\$3,000,000
Upsize Lift Station #8 and Force Main	\$3,200,000
Cowards Creek Sewer Upsizing	\$2,408,000
Lift Station Mitigation Package #1	\$1,950,000
Upsize Lift Station #16	\$1,531,200
Lift Station #27 Upgrades	\$1,100,000
Lift Station Mitigation Package #4	\$1,005,000
Total:	\$20,350,060



CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTIES OF GALVESTON AND HARRIS
CITY OF FRIENDSWOOD

§
§
§

We, the undersigned officers of the City of Friendswood (the "City"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in REGULAR MEETING ON THE 3RD DAY OF MARCH, 2025, at the designated meeting place. and the roll was called of the duly constituted officers and members of the City Council, to wit:

Mike Foreman, Mayor
John Ellisor
Sally Branson
Trish Hanks
Robert J. Griffon
Joe Matranga
Brent Erenwert

Leticia Brysch, City Secretary

and all of said persons were present, except the following absentee: [____], thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF FRIENDSWOOD, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2025; PROVIDING FOR THE SECURITY OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

and was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: All members of the City Council shown present above voted "Aye," except as shown below:

NOES: ☐
ABSTAIN: ☐

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Ordinance would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City (or the Mayor Pro Tem in the absence of the Mayor) has approved and hereby approves the aforesaid Ordinance; and that the Mayor (or the Mayor Pro Tem in the absence of the Mayor) and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED the 3rd day of March, 2025.

LETICIA BRYSCH, City Secretary

MIKE FOREMAN, Mayor

(SEAL)

ORDINANCE NO. 2025-____
OF THE CITY OF FRIENDSWOOD, TEXAS

AUTHORIZING THE ISSUANCE OF

CITY OF FRIENDSWOOD, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2025

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF FRIENDSWOOD, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2025; PROVIDING FOR THE SECURITY OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND GALVESTON §
CITY OF FRIENDSWOOD §

WHEREAS, the City Council (the "Council") of the City of Friendswood, Texas (the "City") has heretofore issued and delivered revenue bonds under the authority of Chapter 1502, Texas Government Code, as amended ("Chapter 1502"), to finance improvements to the System (as hereinafter defined); and

WHEREAS, at the date of delivery of the bonds authorized hereby (the "Bonds"), the City will have three series of its System revenue bonds outstanding, which are payable from a first lien on the Net Revenues (as hereinafter defined), to wit: the City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016, outstanding in the principal amount of \$3,595,000 (the "Series 2016 Bonds"); the City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018, outstanding in the principal amount of \$15,615,000, (the "Series 2018 Bonds"); and the City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021, outstanding in the principal amount of \$11,690,000 (the "Series 2021 Bonds" and, collectively with the Series 2016 Bonds and the Series 2018 Bonds, the "Outstanding Bonds"); and

WHEREAS, the Bonds are being issued as Parity Bonds (as hereinafter defined) and secured on a parity with the Outstanding Bonds with respect to the pledge of the Net Revenues; and

WHEREAS, the Council deems it advisable to issue the Bonds to provide funds to finance capital improvements to the System and to pay costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Bonds are to be issued and delivered pursuant to the laws of the State of Texas, including, in particular, Chapter 1502 and other applicable laws; Now, Therefore

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

ARTICLE I

RECITALS

It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: Definitions. In addition to the terms defined in the preambles hereto and elsewhere in this Ordinance, the following terms shall have the following meanings when used in this Ordinance, unless the context clearly indicates otherwise:

"Act" means Chapter 1502.

"Additional Parity Bonds" mean the additional parity revenue bonds permitted to be issued by the City pursuant to Section 5.1 of this Ordinance.

"Bond Purchase Agreement" means the agreement between the City and the Underwriters described in Section 7.1 of this Ordinance.

"Bonds" means the \$20,395,000 City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025, authorized in this Ordinance, unless the context clearly indicates otherwise.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close

"City" means the City of Friendswood, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Gross Revenues" means all revenues, income, and receipts of every nature derived or received by the City from the operation and ownership of the System, and the interest income from the investment or deposit of money in the Revenue Fund, the Interest and Sinking Fund, and the Reserve Fund.

"Initial Bond" means the Initial Bond authorized by Section 3.4(d).

"Interest and Sinking Fund" means the debt service fund for payment of principal of and interest on the Bonds described in Section 4.3 of this Ordinance.

"Interest Payment Date" when used in connection with any Bond, means September 1, 2025, and each March 1 and September 1 thereafter until maturity or earlier redemption.

"Maintenance and Operation Expenses" means the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and its inhabitants, or such as might be necessary to meet some physical accident or condition that would otherwise impair the System), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered a Maintenance and Operation Expense.

"Net Revenues" means all Gross Revenues remaining after deducting the Maintenance and Operation Expenses.

"Ordinance" means this bond ordinance and all amendments hereof and supplements hereto.

"Outstanding Bonds" means the City's Waterworks and Sewer System Revenue Bonds, Series 2016, dated March 1, 2016, outstanding at the date of issuance of the Bonds in the amount of \$3,595,000, the City's Waterworks and Sewer System Revenue Bonds, Series 2018, dated December 1, 2018, outstanding at the date of issuance of the Bonds in the amount of \$15,615,000, and the City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021, outstanding at the date of issuance of the Bonds in the amount of \$11,690,000.

"Owner," when used with respect to any Bond, means the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners means the Owners at the particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then outstanding under this Ordinance, exclusive of Bonds held by the City.

"Parity Bonds" means the Bonds, the Outstanding Bonds, and each series of Additional Parity Bonds from time to time hereafter issued, but only to the extent such Parity Bonds remain outstanding within the meaning of this Ordinance.

"Record Date" means, with respect to the Bonds, the close of business on the fifteenth day of the month preceding such Interest Payment Date.

"Register" means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Registrar" means The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.

"Reserve Fund Requirement" means the average annual principal and interest requirements on the Parity Bonds, which may be determined and redetermined each year by the City, but in no event less frequently than upon the issuance of each series of Parity Bonds.

"Reserve Fund Surety Policy" means an insurance policy or other credit agreement as provided in Section 4.6 of this Ordinance.

"Special Project" means, to the extent permitted by law, any waterworks or sanitary sewer system property, improvement, or facility declared by the City not to be part of the System, and for which substantially all costs of acquisition, construction, and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes or Gross Revenues or Net Revenues of the System. Additionally, all maintenance and operation expenses for a Special Project must be payable from sources other than revenues of the System, but only to the extent and for so long as any part of its revenues or proceeds are or will be pledged to secure the payment or repayment of such costs under such financing transaction.

"System" means all properties, facilities, improvements, equipment, interests, and rights constituting the waterworks and sanitary sewer system of the City, including all future extensions, replacements, betterments, additions, and improvements to the System. The System shall not include any Special Project.

"Underwriters" means SAMCO Capital Markets, Inc. and FHN Financial Capital Markets.

Section 2.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural forms and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or provisions herein. This Ordinance, and all its terms and provisions, shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Net Revenues to secure the payment of the Parity Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1: Purpose and Amount of Bonds. The Bonds shall be issued pursuant to the Act in fully registered form in the aggregate principal amount of \$20,395,000 for the purpose of financing improvements to the System.

Section 3.2: Designation, Date, and Interest Payment Dates. The Bonds shall be designated as "City of Friendswood, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025," and shall be dated March 1, 2025. The Bonds shall bear interest at the rates set out in Section 3.3 of this Ordinance, accruing from the date of initial delivery to the Underwriters or from the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, and shall be payable

on September 1, 2025, and semiannually thereafter on March 1 and September 1 of each year until maturity or earlier redemption.

Section 3.3: Principal Amounts and Interest Rates; Numbers and Denominations. The Bonds shall be issued in the principal amounts and bearing interest at the rates set forth in the following schedule and may be transferred and exchanged as set out in this Ordinance. The Bonds shall mature, subject to prior redemption in accordance with this Ordinance, on March 1 in each of the years and in the amounts set out in such schedule. The Initial Bond shall be numbered T-1, and all other Bonds shall be numbered in sequence, beginning with R-1. Bonds delivered on transfer of, or in exchange for, other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		

Section 3.4: Execution of Bonds: Seal. (a) The Bonds shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Certificate, substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bond delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate, substantially in the form provided herein, manually executed by the Comptroller or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver definitive Bonds to DTC.

Section 3.5: Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the date payment was originally due.

Section 3.6: Successor Registrars. The City covenants that at all times while any Bonds are outstanding, it will provide a commercial bank or trust company, organized under the laws of the United States or any state, authorized under such laws to exercise trust powers, and subject to

supervision or examination by federal or state authority, to serve as and perform the duties and services of Registrar for the Bonds. The City reserves the right to change the Registrar on not less than 50 days' written notice to the Registrar, so long as any such notice is effective not less than 45 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first-class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.7: Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

Section 3.8: Ownership; Unclaimed Principal and Interest. The City, the Registrar, and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.9: Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds registered in the name of the transferee or transferees, in

authorized denominations and of the same maturity and aggregate principal amount, bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be, and is hereby, authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

Section 3.10: Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction, or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar, and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking it therefrom, except a bona fide purchaser, and shall be entitled

to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the City, in its discretion, may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11: Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

Section 3.12: Book-Entry System. (a) The Initial Bond shall be registered in the name of Samco Capital Markets, Inc.. Except as provided in Section 3.13 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than the Owner, as shown on the Register, of any amount with respect to principal or premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.13: Successor Securities Depository: Transfer Outside Book-Entry Only System.

In the event that the City, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.14: Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

Section 3.15: Optional and Mandatory Redemption. The Bonds are subject to optional and mandatory redemption to the extent set forth in the Form of Bonds in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.9 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity, Issuance Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first-class mail, postage prepaid, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Section 3.16: Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption, as required by this Ordinance, have been met and moneys sufficient to pay the principal of, and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 3.17: Forms. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts, which shall be attached or affixed to the Initial Bond, the form of the Registrar's Authentication Certificate, and the form of Assignment shall be, respectively, substantially as follows, with such additions, deletions, and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Bonds.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF FRIENDSWOOD, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BOND, SERIES 2025	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Date of Delivery	Maturity Date	CUSIP No.
_____	March 27, 2025	[], _____	_____
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF FRIENDSWOOD, TEXAS, a municipal corporation duly incorporated under the laws of the State of Texas (herein referred to as the "City"), for value received, promises to pay, but solely from certain Net Revenues as hereinafter provided, to the registered owner identified above or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond to The Bank of New York Mellon Trust Company, N.A. (the "Registrar"), at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Date of Delivery set forth above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on March 1 and September 1 of each year, beginning on September 1, 2025, mailed to the registered owner of record as of the close of business on the fifteenth day of the month preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, dated March 1, 2025, aggregating \$20,395,000 (the "Bonds"), issued for the purposes of improving the City's water and sewer system, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1502, Texas Government Code, and pursuant to an ordinance adopted by the City Council (the "Ordinance"), which Ordinance is of record in the City's official minutes.

THE CITY RESERVES THE RIGHT to redeem the Bonds maturing on or after March 1, 2036, in whole or, from time to time, in part, in integral multiples of \$5,000, on March 1, 2035 or any date thereafter, at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

AT LEAST 30 DAYS PRIOR to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed shall automatically be treated as redeemed prior to their scheduled maturities. They shall not bear interest after the date fixed for redemption and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds, having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in an aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

THE BONDS ARE EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS BOND shall not be valid or obligatory for any purpose, nor be entitled to any benefit under the Ordinance, unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by a registration certificate attached or affixed hereto, or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

THIS BOND AND THE SERIES OF WHICH IT IS A PART are special obligations of the City that, along with the City's outstanding Waterworks and Sewer System Revenue Bonds, Series 2016, Waterworks and Sewer System Revenue Bonds, Series 2018 and Waterworks and Sewer System Revenue Bonds, Series 2021 (collectively, the "Outstanding Bonds"), are payable from, and are equally and ratably secured by, a first lien on the revenues of the City's waterworks and sewer system remaining after deduction of the operation and maintenance expenses of that system (the "Net Revenues"), as defined and provided in the Ordinance. These Net Revenues are required to be set aside and pledged to the payment of the Bonds, the Outstanding Bonds, and all additional bonds issued on a parity therewith, in the Interest and Sinking Fund and the Reserve Fund maintained for the payment of all such bonds, as more fully described and provided for in the Ordinance. This Bond and the series of which it is a part, together with the interest thereon, are payable solely from such Net Revenues and do not constitute an indebtedness or general obligation of the City. The holder of this obligation is not entitled to demand payment of this obligation out of any money raised by taxation.

THE CITY HAS RESERVED THE RIGHT to issue additional parity revenue bonds, subject to the restrictions contained in the Ordinance, which may be equally and ratably payable from, and secured by, a first lien on and pledge of, the Net Revenues in the same manner and to the same extent as this Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond and all of the Bonds by the creation of the aforesaid lien on and pledge of the Net Revenues.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in

the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City (or, in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed or placed in facsimile on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Registrar's Authentication Certificate.

REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:_____.

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas
Registrar

By:_____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee:

Please print or typewrite name and address, including zip code of Transferee:

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration, enlargement, or any change whatsoever.
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(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

- (i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words 'As shown below' and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

“THE CITY OF FRIENDSWOOD, TEXAS, a municipal corporation duly incorporated under the laws of the State of Texas (herein the "City"), for value received, promises to pay, but solely from certain Net Revenues as hereinafter provided, to the registered owner identified above or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond to The Bank of New York Mellon Trust Company, N.A. (the "Registrar"), at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America, which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates	Years	Principal Installments	Interest Rates
2026		%	2039		%
2027			2040		
2028			2041		
2029			2042		
2030			2043		
2031			2044		
2032			2045		
2033			2046		
2034			2047		
2035			2048		
2036			2049		
2037			2050		
2038					

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Delivery shown above at the respective Interest Rate per annum specified above. Interest is payable on September 1, 2025, and semiannually on each March 1 and September 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except that if this Bond is required to be authenticated and the date of its authentication is later than the close of business on the fifteenth day of the month preceding each interest payment date, such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after such date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

C. The Initial Bond shall be numbered "T-1."

ARTICLE IV

SECURITY AND SOURCE OF PAYMENT FOR ALL PARITY BONDS

Section 4.1: Pledge and Source of Payment. The City hereby covenants and agrees that all Gross Revenues of the System shall be deposited and paid into the special funds established for the Parity Bonds, as provided in this Ordinance, and shall be applied in the manner set out herein, to provide for the payment of all Maintenance and Operation Expenses and to provide for the payment of principal, interest, and any redemption premium of the Parity Bonds and all expenses of paying, securing, and insuring the same. The Parity Bonds shall constitute special obligations of the City that shall be payable solely from, and shall be equally and ratably secured by a first lien on, the Net Revenues, as collected and received by the City, from the operation and ownership of the System, which Net Revenues shall, in the manner herein provided, be set aside for and pledged

to the payment of the Parity Bonds in the Interest and Sinking Fund and Reserve Fund as hereinafter provided, and the Parity Bonds shall be in all respects on a parity with and of equal dignity with one another. The holders of the Parity Bonds shall not have the right to demand payment out of any funds raised or to be raised by taxation.

Section 4.2: Rates and Charges. So long as any Parity Bonds remain outstanding, the City shall fix, charge, and collect rates and charges for the use and services of the System which are fully sufficient to produce Net Revenues in each fiscal year at least equal to 125% of the principal and interest requirements scheduled to occur in such fiscal year on all Parity Bonds then outstanding, plus an amount equal to the sum of all deposits required to be made to the Reserve Fund in such fiscal year; but in no event shall Net Revenues ever be less than the amount required to maintain the Interest and Sinking Fund and the Reserve Fund as hereinafter provided, and, to the extent that funds for such purpose are not otherwise available, to pay all other outstanding obligations payable from the Net Revenues of the System, as and when the same become due

The City will not grant or permit any free service from the System except for public buildings and institutions operated by the City.

Section 4.3: Special Funds. The following special funds, created pursuant to, or confirmed in, the ordinance authorizing the Outstanding Bonds, are hereby confirmed, and such funds shall be maintained and accounted for as hereinafter provided, so long as any Parity Bonds remain outstanding:

- (a) Waterworks and Sewer System Revenue Fund (the "Revenue Fund");
- (b) Waterworks and Sewer System Revenue Bonds Interest and Sinking Fund (the "Interest and Sinking Fund"); and
- (c) Waterworks and Sewer System Revenue Bonds Reserve Fund (the "Reserve Fund").

The Revenue Fund shall be maintained as a separate account on the books of the City. The Interest and Sinking Fund and the Reserve Fund shall be maintained at an official depository bank of the City, separate and apart from all other funds and accounts of the City, and shall constitute trust funds, which shall be held in trust for the benefit of the Owners of the Parity Bonds, and the proceeds of which shall be and are hereby pledged to the payment of the Parity Bonds. All of the funds named above shall be used solely as provided in this Ordinance, so long as any Parity Bonds remain outstanding.

Section 4.4: Flow of Funds. All Gross Revenues of the System (except for interest and earnings on investments in the Reserve Fund and the Interest and Sinking Fund) shall be deposited as collected into the Revenue Fund. Money from time to time on deposit in the Revenue Fund shall be applied as follows, in the following order of priority:

- (a) First, to pay Maintenance and Operation Expenses.
- (b) Second, to make all deposits into the Interest and Sinking Fund required by this Ordinance, the ordinance authorizing the issuance of the Outstanding Bonds, and any ordinance authorizing the issuance of Additional Parity Bonds.

- (c) Third, to make all deposits into the Reserve Fund required by this Ordinance, the ordinance authorizing the issuance of the Outstanding Bonds, and any ordinance authorizing the issuance of Additional Parity Bonds.
- (d) Fourth, to pay any amounts due to any bond insurer of Parity Bonds not paid pursuant to subsections (b) or (c) above.
- (e) Fifth, to pay any amounts due to any issuer of a reserve fund surety policy not paid pursuant to subsections (b) or (c) above.
- (f) Sixth, for any lawful purpose.

Whenever the total amounts on deposit to the credit of the Interest and Sinking Fund and the Reserve Fund shall be equivalent to the sum of the aggregate principal amount of all outstanding Parity Bonds plus the aggregate amount of all interest accrued and to accrue thereon, no further payments need be made into the Interest and Sinking Fund or the Reserve Fund.

Section 4.5: Interest and Sinking Fund. On or before the last Business Day of each month, so long as any Parity Bonds remain outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, there shall be transferred into the Interest and Sinking Fund from the Revenue Fund:

- (i) such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the interest scheduled to become due on the Parity Bonds on the next interest payment date; and
- (ii) such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the next maturing principal of the Parity Bonds, including the principal amounts of, and any redemption premium on, any Parity Bonds payable as a result of the exercise or operation of any optional or mandatory redemption provision contained in any ordinance authorizing the issuance of Parity Bonds.

Money deposited to the credit of the Interest and Sinking Fund shall be used solely for the purpose of paying principal (at maturity or prior redemption or to purchase Parity Bonds issued as term bonds in the open market to be credited against mandatory redemption requirements), interest, and any redemption premium on the Parity Bonds, plus all bank charges and other costs and expenses relating to such payment. The paying agent shall destroy all paid Parity Bonds and shall provide the City with appropriate certificates of destruction.

Section 4.6: Reserve Fund. (a) On or before the last Business Day of each month, so long as any Parity Bonds remain outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, and after making the transfers into the Interest and Sinking Fund required in the preceding section, there shall be transferred into the Reserve Fund from the Revenue Fund, in approximately equal monthly installments, amounts sufficient to accumulate within sixty (60) months the Reserve Fund Requirement. Each increase in the Reserve Fund Requirement resulting from the issuance of Additional Parity Bonds shall be accumulated within sixty (60) months of the issuance of such Additional Parity Bonds by making transfers from the Revenue Fund into the Reserve Fund in approximately equal monthly installments of amounts

sufficient for such purpose. After the Reserve Fund Requirement has accumulated in the Reserve Fund and so long thereafter as such Fund contains the Reserve Fund Requirement, no further deposits shall be required to be made into the Reserve Fund, and any excess amounts may be transferred to the Revenue Fund. If the balance in the Reserve Fund is reduced below the Reserve Fund Requirement, either due to a draw on the funds or reduction or cancellation of a Reserve Fund Surety Policy, monthly deposits into such Fund shall be resumed and continued in amounts at least equal to one twenty-fourth (1/24th) of the deficiency in the Reserve Fund Requirement until the Reserve Fund again equals the Reserve Fund Requirement. The Reserve Fund shall be used to pay the principal of and interest on the Parity Bonds at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose and to pay and retire the last Parity Bonds to mature or be redeemed.

(b) The City expressly reserves the right at any time to satisfy all or any part of the Reserve Fund Requirement by obtaining for the benefit of the Reserve Fund a Reserve Fund Surety Policy (as defined below). In the event the City elects to substitute a Reserve Fund Surety Policy for any funded amounts in the Reserve Fund, it may apply any bond proceeds thereby released, including investment earnings on such proceeds, to any purposes for which the bonds were issued, and any other funds thereby released to any purposes for which such funds may lawfully be used, including the payment of debt service on the Parity Bonds. A Reserve Fund Surety Policy shall be an insurance policy or other credit agreement (as such term is defined by Section 1371.001, Government Code) in a principal amount equal to the portion of the Reserve Fund Requirement to be satisfied and issued by a financial institution or insurance company with a rating for its long-term unsecured debt or claims-paying ability in the highest letter category by two major municipal securities evaluation sources. A Reserve Fund Surety Policy shall be for the pro rata benefit of all Parity Bonds. The premium for any such policy shall be paid from bond proceeds or other funds of the City lawfully available for such purpose. Any Reserve Fund Surety Policy shall be authorized by resolution or ordinance and submitted to the Attorney General for examination and approval.

(c) In connection with the issuance of the Bonds, the City will deposit the amount of \$_____ to the Reserve Fund from proceeds of the Bonds to fully fund the required increase in the Reserve Fund associated with the issuance of the Bonds on the date of initial delivery of the Bonds.

Section 4.7: Deficiencies in Funds. If, in any month, there shall not be deposited into any Fund maintained pursuant to this Article the full amounts required herein, amounts equivalent to such deficiency shall be set apart and paid into such Fund or Funds from the first available and unallocated money in the Revenue Fund, and such payment shall be in addition to the amounts otherwise required to be paid into such Funds during the succeeding month or months. To the extent necessary, the rates and charges for the System shall be increased to make up for any such deficiencies.

Section 4.8: Investment of Funds; Transfer of Investment Income. (a) Money in the Revenue Fund, the Interest and Sinking Fund, and the Reserve Fund may, at the option of the City, be invested as permitted by law; provided that all such deposits and investments shall be made in such a manner that the money within each Fund will be available at the proper time or times, and provided further that in no event shall such deposits or investments of money in the Reserve Fund

mature later than the final maturity date of the Parity Bonds. Any obligation in which money is so invested shall be kept and held in the Fund from which the investment was made. All such investments shall be promptly sold when necessary to prevent any default in connection with the Parity Bonds.

(b) All interest and income derived from such deposits and investments shall be credited as received to the Fund from which the investment was made.

ARTICLE V

ADDITIONAL BONDS

Section 5.1: Additional Parity Bonds. The City reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds or any other bonds or obligations of the City issued in connection with or payable from the Revenues of the System), one or more series of Additional Parity Bonds payable from and secured by a first lien on the Net Revenues of the System on a parity with the Bonds and any previously issued Additional Parity Bonds; provided, however, that no Additional Parity Bonds may be issued unless:

- (a) The Additional Parity Bonds mature on, and interest is payable on, the same days of the year as any outstanding Parity Bonds;
- (b) The Interest and Sinking Fund and the Reserve Fund each contain the amount of money then required to be on deposit therein;
- (c) For either the preceding fiscal year or a 12-consecutive-calendar-month period ending no more than 90 days prior to the adoption of the ordinance authorizing such Additional Parity Bonds, Net Revenues were equal to at least 140% of the average annual principal and interest requirements on all Parity Bonds that will be outstanding after the issuance of the series of Additional Parity Bonds then proposed to be issued, as certified by the City's Controller or Director of Finance or by an independent certified public accountant or firm of independent certified public accountants; and
- (d) If the City cannot meet the test described in (c) above, but a change in the rates and charges applicable to the System becomes effective at least sixty (60) days prior to the adoption of the ordinance authorizing Additional Parity Bonds, and the City's Controller or Director of Finance certifies that, had such change in rates and charges been effective for the preceding fiscal year or 12-consecutive-calendar-month period ending no more than 90 days prior to the adoption of said ordinance, the Net Revenues for such period would have met the test described in (c) above.

Section 5.2: Subordinate Lien Bonds. The City reserves the right to issue, for any lawful purpose, bonds, notes, or other obligations secured in whole or in part by liens on the Net Revenues that are junior and subordinate to the lien on the Net Revenues securing payment of the Parity Bonds. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purpose.

Section 5.3: Special Project Bonds. The City reserves the right to issue revenue bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

ARTICLE VI

COVENANTS AND PROVISIONS RELATING TO ALL PARITY BONDS

Section 6.1: Punctual Payment of Parity Bonds. The City will punctually pay or cause to be paid the interest on and principal of all Parity Bonds according to the terms thereof and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in any ordinance authorizing the issuance of Additional Parity Bonds.

Section 6.2: Maintenance of System. So long as any Parity Bonds remain outstanding, the City covenants that it will at all times maintain the System, or within the limits of its authority cause the same to be maintained, in good condition and working order, and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. In operating and maintaining the System, the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions, or orders of any governmental, administrative, or judicial body promulgating the same, noncompliance with which would materially and adversely affect the operation of the System.

Section 6.3: Sale or Encumbrance of System. So long as any Parity Bonds remain outstanding, the City will not sell, dispose of, or, except as permitted in Article VI, further encumber the System; provided, however, that this provision shall not prevent the City from disposing of any portion of the System which is being replaced or is deemed by the City to be obsolete, worn out, surplus, or no longer needed for the proper operation of the System. Any agreement pursuant to which the City contracts with a person, corporation, municipal corporation, or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered an encumbrance of the System.

Section 6.4: Insurance. The City further covenants and agrees that it will keep the System insured with insurers of good standing against risks, accidents, or casualties against which, and to the extent, customarily insured against by political subdivisions of the State of Texas operating similar systems, to the extent that such insurance is available. The cost of all such insurance, together with any additional insurance, shall be a part of the Maintenance and Operation Expenses. All net proceeds of such insurance shall be applied to repair or replace the insured property that is damaged or destroyed, to make other capital improvements to the System, or to redeem Parity Bonds.

Section 6.5: Accounts, Records, and Audits. So long as any Parity Bonds remain outstanding, the City covenants and agrees that it will maintain a proper and complete system of records and accounts pertaining to the operation of the System, in which full, true, and proper entries will be made of all dealings, transactions, business, and affairs that in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof. The City shall, after the close of each of its fiscal years, cause an audit report of such records and accounts to be prepared by an independent certified public accountant or an independent firm of certified public accountants. Each year, promptly after such audit report is prepared, the City shall furnish a copy

thereof, without cost, to the Municipal Advisory Council of Texas, the major municipal rating agencies, and any Owner of Parity Bonds who shall request the same. All expenses incurred in preparing such audits shall be Maintenance and Operation Expenses.

Section 6.6: Competition. To the extent it legally may, the City will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities that might be used as a substitute for the System and will prohibit the operation of any such competing facilities.

Section 6.7: Pledge and Encumbrance of Net Revenues. The City covenants and represents that it has the lawful power to create a lien on and to pledge the Net Revenues to secure the payment of the Parity Bonds and has lawfully exercised such power under the Constitution and laws of the State of Texas. The City further covenants and represents that, other than to the payment of the Parity Bonds, the Net Revenues are not and will not be made subject to any other lien, pledge, or encumbrance to secure the payment of any debt or obligation of the City unless such lien, pledge, or encumbrance is junior and subordinate to the lien and pledge securing payment of the Parity Bonds.

Section 6.8: Bondowners' Remedies. This Ordinance shall constitute a contract between the City and the Owners of the Parity Bonds from time to time outstanding (including any bond insurers of Parity Bonds) and shall remain in effect until the Parity Bonds and the interest thereon shall be fully paid or discharged, or provision therefor shall have been made as provided herein (including payments of any amounts due to bond insurers of Parity Bonds). In the event of a default in the payment of the principal of or interest on any of the Parity Bonds, or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of any of the Parity Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Parity Bonds may proceed at law or in equity, by suit, action, mandamus, or other proceedings, to enforce and compel performance of all duties required to be performed by the City under this Ordinance, including the making and collection of reasonable and sufficient rates and charges for the use and services of the System, the deposit of the Gross Revenues into the special funds herein provided, and the application of the Gross Revenues and the Net Revenues in the manner required in this Ordinance.

Section 6.9: Discharge by Deposit. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (b) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date is by reason of maturity or otherwise), either: (i) Shall have been made or caused to be made in accordance with the terms thereof, or (ii) Shall have been provided for on or before such due date by irrevocably depositing with or making available to the Registrar, in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement"), for such payment: (1) Lawful money of the United States of America sufficient to make such payment, or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment. Additionally, proper arrangements must have been made by the City with the Registrar for the payment of its services until all Defeased Bonds have become due and payable. After this, the City will have no further

responsibility regarding amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency caused by the failure of such paying agent (or financial institution) to receive payment when due on the Defeasance Securities. At such time as a Bond is deemed to be a Defeased Bond, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance. Instead, such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) shall not be irrevocable, provided that: (1) In the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Bonds for redemption; (2) The City gives notice of this reservation of right to the Owners of the Defeased Bonds immediately following the establishment of the payment arrangements; and (3) The City directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Registrar may, at the written direction of the City, be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth. All income from such Defeasance Securities received by the Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City or deposited as directed in writing by the City. Any future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities, or the substitution of other Defeasance Securities, upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Registrar that is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Bonds; provided, however, that Defeasance Securities shall exclude securities described in Section 1207.062(b)(3) of the Texas Government Code.

(d) Until all Defeased Bonds have become due and payable, the Registrar shall continue to perform the services of Registrar for such Defeased Bonds as if they had not been defeased. The City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the City elects to defease less than all of the principal amount of Bonds of a maturity, the Registrar shall select, or cause to be selected, such amount of Bonds by a random method it deems fair and appropriate.

Section 6.10: Paying Agents May Own Parity Bonds. The paying agents for the Parity Bonds, in their individual or any other capacity, may become holders or pledges of the Parity Bonds with the same rights they would have if they were not paying agents.

Section 6.11: No Recourse Against City Officials. No recourse shall be had for the payment of the principal of or interest on any Parity Bonds, or for any claim based thereon or on this Ordinance, against any official of the City or any person executing any Parity Bonds.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF BONDS

Section 7.1: Sale; Bond Purchase Agreement. The Bonds are hereby sold and shall be delivered to the Underwriters at a price of \$[] (representing the par amount of the Bonds, less an Underwriters' discount of \$[], plus an aggregate premium of \$[]), all in accordance with the terms of the Bond Purchase Agreement of even date herewith, which is presented to and hereby approved by the City Council. The price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the City. The Mayor and all other officers, agents, and representatives of the City are further authorized to take any and all actions necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

Section 7.2: Federal Income Tax Exclusion.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in Section 103 of the Internal Revenue Code (the "Code"), the interest on which is not includable in the "gross income" of the holder for federal income tax purposes. In furtherance thereof, the City covenants as follows:

(1) to take any action necessary to ensure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code. If more than 10 percent of the proceeds or the projects financed therewith are so used, then such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of Section 141(b)(2) of the Code.

(2) to take any action necessary to ensure that, in the event the 'private business use' described in subsection (1) exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any), then the amount in excess of 5 percent is used for a 'private business use' that is 'related' and not 'disproportionate' to the governmental use, within the meaning of Section 141(b)(3) of the Code.

(3) to take any action necessary to ensure that no amount greater than the lesser of \$5,000,000 or 5 percent of the proceeds of the Bonds (less amounts deposited into a

reserve fund, if any) is directly or indirectly used to finance loans to persons other than state or local governmental units, in contravention of Section 141(c) of the Code.

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of Section 141(b) of the Code.

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of Section 149(b) of the Code.

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or replace funds that were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, except for investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of three years or less, or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued.

(B) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations.

(C) amounts deposited in any reasonably required reserve or replacement fund, to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds.

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds as necessary to ensure that the Bonds do not contravene the requirements of Section 148 of the Code (relating to arbitrage).

(8) to refrain from using the proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds, in contravention of the requirements of Section 149(d) of the Code (relating to advance refundings).

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

(10) to assure that the proceeds of the Bonds issued for improvements to the System will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America. The Rebate Fund shall not be subject to the claim of any other person, including, without limitation, the Bondholders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the City understands that the term "proceeds" includes "disposition proceeds," as defined in the Treasury Regulations, and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. The City understands that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, or the Director of Finance to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code, provided they are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of and Limitation on Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the improvements financed with the Bonds (the "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the Project is completed. The foregoing notwithstanding, the City shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the City obtains an opinion of nationally recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation unless the City obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. The City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 7.3: Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (a) \$[] shall be deposited to the Reserve Fund;

- (b) \$[] shall be applied to pay costs of issuing the Bonds, including the underwriting discount of \$[]; and
- (c) \$[] shall be used to pay for improvements to the System and to pay costs of issuing the Bonds.

ARTICLE VIII

CONTINUING DISCLOSURE

Section 8.1: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to them below:

"Financial Obligation" means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. (i) The City shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance, being the financial information and operating data with respect to the City of the general type included in the Official Statement under the headings "OFFICIAL STATEMENT SUMMARY - Selected Financial Information," "CITY REVENUE DEBT," and "THE SYSTEM" (collectively, the "Annual Operating Report"). The City will additionally provide financial statements of the City (the "Financial Statements") that will be: (A) Prepared in accordance with the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Appendix B, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement; and (B) Audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2024. The City may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited

Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year when and if the audit report on such Financial Statements becomes available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices: The City shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Non-payment-related defaults, if material.
2. Principal and interest payment delinquencies.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of holders of the Bonds, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership, or similar event of the City.
13. The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business; the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor Paying Agent Registrar or change in the name of the Paying Agent Registrar, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (ii) of this Section by the

time required. As used in clause (iii)(12) above, the phrase “bankruptcy, insolvency, receivership, or similar event” means the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or any other state or federal law proceeding in which a court or governmental authority has assumed jurisdiction over substantially all of the City’s assets or business. It also includes instances where jurisdiction is assumed while leaving the City Council and officials in possession but subject to the supervision and orders of a court or governmental authority, or when an order confirming a plan of reorganization, arrangement, or liquidation is entered by a court or governmental authority overseeing substantially all of the City’s assets or business.

(iv) Limitations, Disclaimers, and Amendments. (A) The City shall be obligated to observe and perform the covenants specified in this Section for as long as, but only for as long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City, in any event, will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds to no longer be outstanding._

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices that it has expressly agreed to provide pursuant to this Section and does not undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects, nor does it undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness in a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND, OR TO ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION. EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended to, nor shall it, disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(E) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances arising from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and (2)

either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the registered owners and beneficial owners of the Bonds. If the City amends the provisions of this Section, it shall include, with any amended financial information or operating data next provided in accordance with subsection (b) of this Section, an explanation in narrative form of the reason for the amendment and the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or if a court of final jurisdiction enters a judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.1: Official Statement. The Council ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement with the Underwriters and other relevant matters. The use of such Official Statement in the reoffering of the Bonds by the Underwriters is hereby approved and authorized.

Section 9.2: Further Proceedings. The Mayor, the Director of Finance, the City Manager, the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance. In addition, prior to the initial delivery of the Bonds, the Mayor, Director of Finance, City Manager, City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office.

Section 9.3: Severability. If any Section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9.4: Paving Agent Registrar Agreement. The form of agreement setting forth the duties of the Registrar is hereby approved and an appropriate official of the City is hereby authorized to execute such agreement for and on behalf of the City

Section 9.5: No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bond or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bond.

Section 9.6: Parties Interested. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Registrar, and the Owners of the Bonds, any right, remedy, or claim under or by reason of this Ordinance or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements in this Ordinance shall be for the sole and exclusive benefit of the City, the Registrar, and the Owners of the Bonds.

Section 9.7: Repealer. All orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9.8: Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 9.9: Method of Amendment. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to wit:

(a) The City may, from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to: (i) cure any ambiguity, defect, or omission in this Ordinance that does not materially adversely affect the interests of the holders; (ii) grant additional rights or security for the benefit of the holders; (iii) add events of default that are not inconsistent with the provisions of this Ordinance and do not materially adversely affect the interests of the holders; (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect; or (v) make such other provisions regarding matters or questions arising under this Ordinance that are not inconsistent with its provisions and that, in the opinion of the City's Bond Counsel, do not materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds.
- (2) Reduce the rate of interest borne by any of the outstanding Bonds.
- (3) Reduce the amount of the principal or redemption premium, if any, payable on any outstanding Bonds.

(4) Modify the terms of payment of principal, interest, or redemption premium on outstanding Bonds, or impose any condition with respect to such payment.

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such an amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York, or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever, at any time within one year from the date of publication of such notice, the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City. However, such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the City shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Registrar.

Section 9.10: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

Section 9.11: Custody, Approval, and Registration of Bonds; Bond Counsel's Opinion; CUSIP Numbers and Contingent Insurance Provision, if Obtained; Engagement of Bond Counsel; Attorney General Review Fee.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder, as well as all necessary records and proceedings pertaining to the

Bonds, pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act on behalf of the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed or placed in facsimile on such Bonds. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance; however, neither shall have any legal effect and shall be solely for the convenience and information of the registered owners of the Bonds. Additionally, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of this law firm as bond counsel to the City in connection with the issuance, sale, and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the City and such firm, with respect to the services of bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager. The Mayor or the City Manager is hereby authorized to execute such engagement letter.

(c) In accordance with the provisions of Section 1202.004, Texas Government Code Ann., in connection with the submission of the Bonds by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% of the principal amount of the Bonds, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Bonds. The City hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the City's Bond Counsel for payment to the Attorney General in connection with his review of the Bonds.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 01/06/2025

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 VI" 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 sixth 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. VI
2. FY25 BA VI Exhibit A 2025-03-03
3. FY25 BA VI Exhibit B 2025-03-03

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 VI" 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 VI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment VI 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 3rd day of March, 2025.

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 VI
March 3, 2025**

1. **Police Department – Insurance Proceeds, \$781.** Appropriate insurance proceeds from TML-IRP for the repair of P440 which was damaged in an accident on December 19, 2024. Funds will be appropriated to the Patrol division's vehicle maintenance account.
2. **Parks and Recreation Sponsorships – Santa in the Park, \$24,500.** Appropriate sponsorships received from multiple businesses and individuals for Santa in the Park. Funds will be appropriated to the Recreation division's community events account.
3. **Parks and Recreation Sponsorship – Flapjack Fun Run, \$500.** Appropriate sponsorship received from WPI Wellkin, Inc. for the Flapjack Fun Run. Funds will be appropriated to the Recreation division's community events account.
4. **Parks and Recreation Sponsorships – Daddy Daughter Dance, \$2,900.** Appropriate sponsorships received from multiple businesses for the Daddy Daughter Dance. Funds will be appropriated to the Recreation division's community events account.
5. **Parks and Recreation Sponsorships – KFB Fall Haul, \$2,500.** Appropriate sponsorship received from Texas New Mexico Power for the KFB Fall Haul event. Funds will be appropriated to the KFB division's operating services account.
6. **Parks and Recreation Donations – Lake Friendswood and Centennial Park Benches, \$3,085.** Appropriate donations received from B. Blanchard for a memorial bench at Centennial Park and from P. Grissom for a memorial bench at Lake Friendswood. Funds will be appropriated to the Parks division's operating equipment account.
7. **Emergency Sinkhole Repair, \$5,000*.** Appropriate funds to complete repairs for a sinkhole at Ravine Drive. A contract with Westbrook Contractors, LLC was approved at the November 4, 2024, City Council meeting for the initial repairs, however fencing will need to be constructed to complete the project. The funding source will be unassigned general fund balance.
8. **Police Department – Dispatch Console Furniture, \$125,000*.** Appropriate funds to cover the remaining cost of dispatch console furniture and related renovations to the dispatch office at the Police Department. \$25,000 was donated by the Rotary Club at the beginning of the fiscal year towards this project. Funds will be appropriated to the Police department's communication division (\$92,259) and Parks and Recreation's facilities division (\$32,741). The funding source will be unassigned general fund balance.
9. **Public Works – Lift Station #2 Emergency Repairs, \$87,920*.** Appropriate funds for the emergency replacement of two pumps at Lift Station #2. Approximately 75% of the City's wastewater flows through Lift Station #2. Two pumps have failed, are irreparable, and need immediate replacement. The funding source will be water and sewer working capital.

*Deferred Maintenance

City of Friendswood				
March 3, 2025				
2024-2025 Budget Amendment VI - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-38310		Appropriate insurance proceeds from TML-IRP for damages to P440 in the Police Department's Patrol division	(781)
1	001-2120-421.6300	P440	Appropriate insurance proceeds from TML-IRP for damages to P440 in the Police Department's Patrol division	781
2	001-0000-34772		Appropriate sponsorships received from businesses and individuals for Santa in the Park	(24,500)
2	001-6420-452.7910		Appropriate sponsorships received from businesses and individuals for Santa in the Park	24,500
3	001-0000-34772		Appropriate sponsorship received from WPI Wellkin, Inc. for Flapjack Fun Run	(500)
3	001-6420-452.7910		Appropriate sponsorship received from WPI Wellkin, Inc. for Flapjack Fun Run	500
4	001-0000-34772		Appropriate sponsorship received from businesses for the Daddy Daughter Dance	(2,900)
4	001-6420-452.7910		Appropriate sponsorship received from businesses for the Daddy Daughter Dance	2,900
5	001-0000-34772		Appropriate sponsorship received from Texas New Mexico Power for KFB Faul Haul event	(2,500)
5	001-6424-458.7400		Appropriate sponsorship received from Texas New Mexico Power for KFB Faul Haul event	2,500
6	001-0000-38600		Appropriate donations received from B. Blanchard and P. Grissom for benches at Centennial Park and Lake Friendswood	(3,085)
6	001-6430-456.5800		Appropriate donations received from B. Blanchard and P. Grissom for benches at Centennial Park and Lake Friendswood	3,085
7	001-0000-30500		Appropriate unassigned general fund balance to complete repairs for the sinkhole at Ravine Drive - Fence work*	(5,000)
7	001-3620-431.6530		Appropriate unassigned general fund balance to complete repairs for the sinkhole at Ravine Drive - Fence work*	5,000
8	001-0000-30500		Appropriate unassigned general fund balance for Police Department dispatch console furniture and related communication room renovations*	(125,000)
8	001-6460-419.6610		Appropriate unassigned general fund balance for Police Department dispatch's communication room renovations*	32,741
8	001-2110-421.8600		Appropriate unassigned general fund balance for Police Department dispatch console furniture*	92,259
9	401-0000-30600		Appropriate water and sewer working capital for emergency pump replacement at Lift Station #2*	(87,920)
9	401-3656-433.6552		Appropriate water and sewer working capital for emergency pump replacement at Lift Station #2*	87,920
*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: March 3, 2025

Date submitted: 01/31/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution adopting an electronic signature policy for the City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution adopts an electronic signature policy for the City of Friendswood in order to promote paperless processing, to reduce the reliance on and the cost of paper transactions, and to allow quicker access to documents. The proposed rules have been promulgated only after considering the rules adopted by the Department of Information Resources (the "DIR") of the State of Texas. The proposed policy is consistent with the DIR rules and establishes the appropriate use of electronic signatures, the means by which electronic signature systems may be certified for use by the City, and the roles and responsibilities in maintaining such a system. The proposed policy does not preclude manual or facsimile signatures and prohibits the use of electronic signatures if the same is contrary to law.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Electronic Signature Policy
2. Exhibit A - Electronic Signature Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
APPROVING THE ELECTRONIC SIGNATURE POLICY IN ACCORDANCE WITH THE
UNIFORM ELECTRONIC TRANSACTIONS ACT; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the Texas Uniform Electronic Transactions Act (the "Act") authorizes and gives legal effect to electronic records, electronic signatures, and electronic contracts; and

WHEREAS, pursuant to Section 2054.060 of the Texas Government Code, a digital signature may be used to authenticate a written electronic communication sent to the City of Friendswood if it complies with the rules adopted by the City Council; and

WHEREAS, the City Council of the City of Friendswood recognizes electronic signatures are becoming a routine way of conducting business and that formal rules governing the use of electronic signatures by the City are necessary; and

WHEREAS, the City Council of the City of Friendswood finds that adopting formal rules will enable the City to incorporate electronic signature technology into its electronic workflow processes; and

WHEREAS, the City Council of the City of Friendswood finds its rules are consistent with those of the Texas Department of Information Resources; and

WHEREAS, the City Council desires to adopt an electronic signature policy incorporating the aforementioned rules; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood, Texas, hereby adopts the Electronic Signature Policy for the City of Friendswood, which policy is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That the City Manager is authorized to adopt administrative directives necessary to implement the policy adopted in Section 2 hereof.

Section 4. 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 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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CITY OF FRIENDSWOOD ELECTRONIC SIGNATURE POLICY

1. Policy Statement

The City of Friendswood (the "City") adopts electronic signatures as a means of signing documents and records to promote paperless processing, to reduce the reliance on and cost of paper transactions, and to allow quicker access to documents.

2. Policy Purpose and Scope

The purpose of this policy is to increase efficiency by adopting electronic signatures as an alternative to manual signatures on paper documents and to provide a process by which the City may incorporate electronic signature technology into its electronic workflow processes. The City recognizes electronic signatures are becoming a routine way of conducting business and that formal rules governing the use of electronic signatures by the City are necessary. This policy applies to all City departments and divisions that desire to use electronic signatures to conduct transactions both internal and external to the City.

3. Definitions

When used in this policy, the terms defined in this section shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Additionally, unless otherwise defined in this policy, terms having specific meanings shall have the meaning defined in the Texas Uniform Electronic Transaction Act (UETA).

Certification authority means a person or entity that issues a digital certificate, which person or entity may be the same as the electronic signature system provider.

Digital certificate or certificate means an electronic document that: (i) uses a digital signature to bind together a public key with an identity (person's name or an organization) to a private key in an unalterable fashion; and (ii) contains the digital signature of the certification authority so that anyone can verify that the certificate is authentic and the certificate can be used to identify the party sending the message without encrypting the text.

Digital signature means an electronic identifier intended by the person using it to have the same force and effect as the use of a manual signature. Digital signatures are a subset of electronic signatures and require the use of two mathematically related keys (i.e., a public and private key pair, often referred to as Public Key Infrastructure or PKI).

Document means any signed communication which, in the course of an official transaction, becomes a government record. This includes records created or formatted electronically.

Electronic means relating to technology having electrical, digital, magnetic, wireless, optical or electromagnetic, or similar capabilities.

Electronic record means a record of information that is created, generated, sent, communicated, received or stored by electronic means and that is retrievable in perceivable form.

Electronic signature means an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the

record. For purposes of this policy, the term *electronic signature* shall include *digital signature* and shall also include the following types of signatures:

- a. Cryptographic technologies, including the following:
 - (1) Shared symmetric key cryptography, in which the user signs a Document and verifies the signature using a single, encrypted binary key; and
 - (2) Public/private key (asymmetric) cryptography, which refers to a particular type of electronic signature that is created by cryptographic means involving the use of two mathematically related keys (i.e., a public and private key pair, often referred to as public key infrastructure or PKI), that is unique to the person using it, that is solely controlled by said person, that is capable of independent verification, and that is linked to the document in such a way that it would be computationally infeasible to change the data in the document or the digital signature without invalidating the digital signature; and
- b. Non-cryptographic technologies, including the following:
 - (1) Personal identification number ("PIN") or password, in which a user accessing an electronic application is requested to enter a "shared secret" (called "shared" because it is known both to the user and to the system), such as a password or PIN.
 - (2) Smart card, which is a plastic card, the size of a credit card, containing an embedded integrated circuit or a chip that can generate, store, and/or process data.
 - (3) Digitized signature, which is a graphical image of a handwritten signature.
 - (4) Facsimile signature, when the reproduction of the manual signature is in a graphic image format, the facsimile signature may be a digitized signature.
 - (5) Signature dynamics, which is a signature digest consisting of handwriting measurements of the person signing the message, such as a supermarket's credit card signature pad.

Electronic signature system provider or *service provider* means a person or entity that performs services pertaining to the issuance or verification of Digital Certificates.

Facsimile signature means reproduction of the manual signature of an authorized officer that is made by any method, including engraving, imprinting, lithographing, and stamping.

IT Department means the Information Technology Department of the City.

Manual signature or *wet signature* means a name or any distinct mark on a Document created by a person physically using ink on a paper document. (A scanned copy of a manual signature will be a subset of electronic signatures -- specifically a digitized signature.)

Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

Security procedure means a procedure employed for the purpose of verifying that an electronic signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an electronic record; it includes the use of algorithms or other codes, identifying words or numbers, encryption, callback, or other acknowledgment procedures.

SOC report means and refers to the Service Organization Control auditing reports that are issued in compliance with the SSAE18 standard.

SSAE18 standard means the Statement on Standards for Attestation Engagements No. 18 auditing standard set by the American Institute of Certified Public Accountants.

Texas Uniform Electronic Transactions Act or Texas UETA means and refers to the Texas Business and Commerce Code, Chapter 322, *et seq.*, as amended from time to time.

Transaction means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, or governmental affairs.

Verification means the process of ensuring that a given digital signature is valid and positively identifies the originator of a message or record.

4. Authority and Effect of Electronic Signatures

- 4.01 In accordance with the Texas UETA, where policies, laws, regulations, and rules require a written document or signature, that requirement is met if the document or signature is, respectively, an electronic record or contains an electronic signature, subject to certain exceptions stated in this policy or as otherwise required by law.
- 4.02 Electronic signatures shall not be used, and shall have no binding authority or effect on City records, where electronic signatures are prohibited by law or by other City policies or where a law prohibits a transaction from occurring electronically.
- 4.03 If a law requires an electronic signature to contain specific elements, then the electronic signature must contain the elements specified by law.
- 4.04 This policy shall not preclude the use of any other types of signatures, including without limitation, manual signatures or facsimile signatures.
- 4.05 This policy shall not limit, alter, modify, or otherwise affect any requirement imposed by law relating to: (a) authority, obligations, or procedures required for manual signature; (b) the proper procedures and authorization necessary to execute City records; (c) requirements to legally bind or obligate the City under any contract or agreement; and/or (d) the legal effectiveness, validity, or enforceability of any City record, including any contract or agreement, signed electronically in violation of any such laws.
- 4.06 All laws regarding signing City records shall apply to electronic signatures and electronic records, including all laws regarding signing, adopting, entering it, or executing contracts,

agreements, purchase orders, statements of work, ordinances, leases, licenses, and any other document purporting to be legally binding upon or otherwise obligating the City.

- 4.07 In the event that any non-City electronic signature is found by the City Manager to have been used or applied to a City record or certified in violation of this policy or any other law, said electronic signature shall be treated the same as a manual signature found to be applied to a City record in violation of Texas law.
- 4.08 In the event that any electronic signature is found by the City Manager to have been used or applied to a City record or certified in violation of this policy or any other law, the electronic signature shall be null and void and the City record signed electronically using the unlawful, fraudulent, unauthorized or otherwise improper electronic signature shall also be: (a) null and void; (b) discontinued; and (c) unenforceable against the City.
- 4.09 If a law requires that a record be retained, that requirement is satisfied by retaining an electronic record of the information in a record that is trustworthy and accurately reflects the information set forth in the original record and that shall remain accessible for later reference. When the requirements for retention require an original form, retention by an "electronic form" shall provide and satisfy the retention requirement.

5. Establishing an Electronic Signature System for Use by a City Department

- 5.01 In order for an electronic signature system to be used by a City department, the City's IT Department must first certify said system.
- 5.02 The IT Department shall select an appropriate electronic signature system(s), and recommend such to the City Manager (or to the City Council if required by the City's Purchasing Policy) for final approval.
- 5.03 During the certification process, the IT Department will consider factors including, but not limited to, the following:
 - a. Service provider's inclusion on the Texas Department of Information Resources' "Approved List of PKI Service Providers," if PKI is the type of cryptography technology that the service provider utilizes in its signature system;
 - b. Service provider's ability to maintain the electronic records and signatures in a manner that efficiently and reliably preserves and protects the information over time so that it may be used for recognized governmental and legal purposes;
 - c. System must be able to ensure that the signatory cannot reasonably deny signing or sending a Document;
 - d. System must be able to fulfill the requirements of a record being "sent" and "received" (as those terms are described in the Texas Business and Commerce Code, Section 322.015, as amended);
 - e. System must be able to produce an electronic record that: (i) is trustworthy and accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise; and (ii) remains accessible for later reference by all parties to the transaction;

- f. Service provider's system's effect on financial and legal liability of the City;
 - g. System's ability to protect the City's and users' sensitive information in terms of legal liability (civil or criminal), privacy, and confidentiality;
 - h. System's capability of long-term preservation (of both signature and record) in a format that will be supported for a duration consistent with the City's retention responsibilities;
 - i. System must be reasonably compatible with relevant software applications; and
 - j. System's effect on the City's transactional and systemic risk.
- 5.04 The City Secretary's Office shall process and keep on file the certification of any City-approved electronic signature system provider.
- 5.05 Any electronic signature system that has been used by a City department to initiate the signature process, and before the effective date of this policy, must be authorized and/or certified by the procedure in Sections 5.01 through 5.04 (directly above) before any City department may use said system in the future for executing any document.

6. Use of Electronic Signatures

- 6.01 Once an electronic signature system provider has been approved by the City Manager (or the City Council, as applicable), its electronic signature system may be used City-wide in accordance with when electronic signatures are authorized under this policy.
- 6.02 Nothing in this policy affects the use of digital signatures for internal City transactions, as long as the transactions do not result in legally binding documents.
- 6.03 A digital signature can only be assigned to an individual person for use and must be unique to the person using it; (a digital signature assigned to a role, position, and/or title is not considered valid).
- 6.04 A City department may use electronic signatures to conduct City external business transactions and approvals in accordance with the Texas UETA if each party to each transaction agrees to conduct the transaction electronically. Such agreement may be implied from the context and surrounding circumstances.
- 6.05 Electronic signatures shall not be used in the following circumstances:
- a. Electronic signatures are not allowed by law or by the contract provisions.
 - b. At least one party to the transaction does not agree to use electronic signatures.
 - c. The document is any of the following:
 - (1) A performance bond, payment bond, or maintenance bond;

- (2) A power of attorney attached to a performance bond, payment bond, or maintenance bond;
 - (3) A financial bond; or
 - (4) A court reporter form, or a form governed by the Supreme Court rules.
 - d. A signature will require a notary, and an online notary is not available at the time that an electronic signature is occurring; or
 - e. The document is a deed or easement that requires manual signature(s) in order for the document to be filed in public records and/or for a title policy to be obtained for the conveyance.
- 6.06 When a City department is using the electronic signature system process, such department will follow these basic guidelines:
- a. The department will have worked with the City Attorney's Office to review and finalize the document;
 - b. The finalized document will be routed for signature by being provided electronically to an electronic signature system established pursuant to Section 5 hereinabove;
 - c. Each signer must have his/her own digital signature that is unique to the signer; and
 - d. After all signatures are obtained, the executed electronic document will be provided to the City Secretary's Office for filing.
- 6.07 If the City receives a document for signature initiated for electronic signatures by an outside party, then the electronic signature system (used by the outside party) must be on the Texas Department of Information Resources' "Approved List of PKI Service Providers" (as amended) and/or on the Federal Public Key Infrastructure list (currently managed by the General Services Administration) in order for City personnel to provide a digital signature(s) on the document.
- 6.08 If a change or error in an electronic record occurs in a transmission between parties and the parties have not agreed to use a security procedure to detect changes or errors, then the transmission may be resent by the initiating party, using a document to which all parties agree.
- 6.09 If a change or error in an electronic record occurs in a transmission between parties to a transaction, then the following apply:
- a. If the parties have agreed to use a security procedure to detect changes or errors and one party has conformed to the procedure, but the other party has not, and the nonconforming party would have detected the change or error had that party also conformed, then the conforming party may avoid the effect of the changed or erroneous electronic record.

- b. In an automated transaction involving an individual, the individual may avoid the effect of an electronic record that resulted from an error made by the individual in dealing with the electronic agent of another person if the electronic agent did not provide an opportunity for the prevention or correction of the error and, at the time the individual learns of the error, the individual:
 - (1) Promptly notifies the other person of the error and that the individual did not intend to be bound by the electronic record received by the other person;
 - (2) Takes reasonable steps, including steps that conform to the other person's reasonable instructions, to return to the other person or, if instructed by the other person, to destroy the consideration received, if any, as a result of the erroneous electronic record; and
 - (3) Has not used or received any benefit or value from the consideration, if any, received from the other person.
 - c. If neither Subsection (a) nor (b) of this section applies, the change or error has the effect provided by other law, including the law of mistake, and the parties' contract, if any.
 - d. Subsections (b) and (c) of this Section 6.09 may not be varied by agreement.
- 6.10 Electronic signatures, which have been provided and/or accepted by the City before the effective date of this Policy, are approved or otherwise ratified.

7. Roles and Responsibilities in Maintaining Use of Electronic Signature System(s)

7.01 The IT Department shall:

- a. Keep logistical information regarding what electronic signature software is currently approved, and what City departments are using this software;
- b. At least on an annual basis, check each electronic signature system to make sure each continues to be listed on the Texas Department of Information Resources' "Approved List of PKI Service Providers" and/or on the Federal Public Key Infrastructure list (currently managed by the General Services Administration);
- c. At least on an annual basis, check each certification authority to make sure each continues to be listed on the Texas Department of Information Resources' "Approved List of PKI Service Providers" and/or on the Federal Public Key Infrastructure list (currently managed by the General Services Administration);
- d. Have control over day-to-day administration of certificates including creation and revocation procedure; and
- e. Revoke an electronic signature system's authorization (for City-wide use) if said system is deemed unsuitable for the task it is assigned.

7.02 The IT Department may:

- a. Request that each authorized and certified electronic signature system provider, on an annual basis, submit to the City a copy of the provider's most recent SOC report(s) (including those received from third-party independent auditors), in order to ensure that the provider's system conforms with physical, technical, operational, and administrative measures and protocols regarding data security;
- b. Maintain general oversight of the City's certification authorities through third-party vendors or incident response (IR) maintained security and authentication services; and
- c. Monitor that any certification and/or authorization is renewed in accordance with the term specified in the Digital Certificate.

7.03 The removal of a service provider from the "Approved List of PKI Service Providers" shall not, in and of itself, invalidate a digital signature for which a service provider issued the certificate prior to its removal from the list.

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: March 3, 2025

Date submitted: 01/06/2025

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

Subject: Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes the Galveston County Mosquito Control District (the "District") to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.

This is an annual requirement of the Federal Aviation Administration (FAA) to obtain approval from the area communities concerning Galveston County Mosquito Control District, which is responsible for the operation of the county-wide Mosquito Control Program. Since a portion of the City of Friendswood (the "City") is in Galveston County, the District is required to obtain permission from the City to apply pesticides for the purpose of mosquito control.

There is no fiscal impact associated with this item.

Harris County does not conduct routine aerial spraying over urban areas such as Friendswood unless mosquitos with the West Nile virus are identified. The City provides ground spraying in the City's rights-of-ways in Harris County.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Galveston County Mosquito Control Aerial Spraying

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AERIAL SPRAYING OVER THE GALVESTON COUNTY PORTION OF THE CITY OF FRIENDSWOOD BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT FOR ITS COUNTY-WIDE MOSQUITO CONTROL PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston County Mosquito Control District (the "District") is responsible for the operation of the Mosquito Control Program in Galveston County, Texas; and

WHEREAS, the Federal Aviation Administration requires the District to obtain approval from the City of Friendswood in order to provide aerial spraying services over that portion of its incorporated limits located in Galveston County, Texas; NOW THEREFORE,

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

Section 1. That the City Council hereby approves the District's aerial spraying over the Galveston County portion of the City of Friendswood for the abatement of mosquitoes; provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

Section 2. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/06/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider a resolution authorizing funding for the Harris County Precinct 2 Partnership Application for the Bay Area Boulevard Rehabilitation & Subgrade Stabilization Study.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood, in collaboration with Harris County Precinct 2, is pursuing funding for a study to evaluate rehabilitation and subgrade stabilization strategies for Bay Area Boulevard. This study aims to assess existing pavement conditions, identify potential stabilization methods, and provide preliminary engineering recommendations for future improvements.

The study will be a joint effort between the City and Harris County Precinct 2, with funding contributions from both entities. No construction activities will be conducted under this study—it is strictly for planning and preliminary engineering.

This resolution authorizes the City's financial commitment in an amount not to exceed \$300,000 as part of the partnership application with Harris County Precinct 2. The City's funding contribution will support the study's scope, ensuring a comprehensive evaluation of Bay Area Boulevard's subgrade and long-term rehabilitation needs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Resolution - Precinct 2 Partnership Application - Bay Area Blvd Rehabilitation & Subgrade Stabilization Study

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) FOR THE HARRIS COUNTY PRECINCT 2 PARTNERSHIP APPLICATION FOR THE BAY AREA BOULEVARD REHABILITATION AND SUBGRADE STABILIZATION STUDY; DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE FOR ALL PURPOSES ASSOCIATED WITH THE HARRIS COUNTY PRECINCT 2 PARTNERSHIP APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood (the "City") is a home-rule municipality with residents who are constituents of Harris County Precinct 2 ("Precinct 2"); and

WHEREAS, the City and Precinct 2 share the goal of improving experiences of their shared constituents (living and working/attending school) in the City of Friendswood and Precinct 2; and

WHEREAS, the Bay Area Boulevard Rehabilitation and Subgrade Stabilization Study (the "Project") is critical infrastructure that serves the shared goals of the City and Precinct 2; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes funding in an amount not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for the Harris County Precinct 2 Partnership Application submitted by the City for the Project (the "Application").

Section 3. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official for all purposes associated with the Application.

Section 4. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/06/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider a resolution authorizing funding for the Harris County Precinct 2 Partnership Application for the Lift Station No. 27 Capacity Expansion Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood is seeking to partner with Harris County Precinct 2 to secure funding for the Lift Station No. 27 Capacity Expansion Project. This project is primarily driven by new development in Harris County, specifically the Friendswood City Center, which is projected to add approximately \$750 million in new property value to both the City of Friendswood and Harris County.

The expansion of Lift Station No. 27 is necessary to accommodate increased wastewater flows from this development and ensure long-term capacity for growth in the area. Preliminary engineering for the project is expected to begin in April or May 2025 and will provide the necessary technical analysis to guide final design and construction. The project will include increased pump capacity, force main improvements, and other necessary upgrades to enhance system reliability and efficiency.

Lift Station No. 27 is located on Bay Area Boulevard in Friendswood, adjacent to The Galloway School.

This resolution authorizes the City's financial commitment of an amount not to exceed \$430,050 as part of the partnership application with Harris County Precinct 2. The City's contribution will be used to leverage additional funding from the County, ensuring a cost-effective approach to project implementation. The project is expected to enter the procurement phase on August 4, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Precinct 2 Partnership Application - LS #27 Expansion Project

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY THOUSAND FIFTY AND NO/100 DOLLARS (\$430,050.00) FOR THE HARRIS COUNTY PRECINCT 2 PARTNERSHIP APPLICATION FOR THE LIFT STATION NO. 27 CAPACITY EXPANSION PROJECT; DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE FOR ALL PURPOSES ASSOCIATED WITH THE HARRIS COUNTY PRECINCT 2 PARTNERSHIP APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood (the "City") is a home-rule municipality with residents who are constituents of Harris County Precinct 2 ("Precinct 2"); and

WHEREAS, the City and Precinct 2 share the goal of improving experiences of their shared constituents (living and working/attending school) in the City of Friendswood and Precinct 2; and

WHEREAS, the Lift Station No. 27 Capacity Expansion Project (the "Project") is critical infrastructure that serves the shared goals of the City and Precinct 2; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes funding in an amount not to exceed FOUR HUNDRED THIRTY THOUSAND FIFTY AND NO/100 DOLLARS (\$430,050.00) for the Harris County Precinct 2 Partnership Application submitted by the City for the Project (the "Application").

Section 3. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official for all purposes associated with the Application.

Section 4. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 05/08/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider a resolution adopting the City of Friendswood Parks and Trails Master Plan.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City entered into a contract with EHRA Engineering to assist with writing a Master Plan with strategic and prioritized goals for the next five to ten years for parks and trails within the City of Friendswood (the "Plan"). During the work session on January 6, 2025, the City Council was presented with the Plan, which addresses existing and future amenities and possible funding opportunities. The Plan is a result of input received from City staff, members of the Keep Friendswood Beautiful Committee, the Planning and Zoning Commissioners, Friendswood Downtown Economic Development Corporation Board Members, as well as the public. The action plan and implementation strategies contained in the Plan provide a valuable roadmap for the City to further a vibrant, accessible, and sustainable park system.

In response to MPT Matranga's question concerning drainage in Stevenson Park at the January Council meeting. City staff, including Parks, Public Works and Engineering, are collectively working to identify drainage problems. Soon, Public Works will deploy its CCTV Drainage Camera System throughout park inlets to determine blockage and/or chokepoints from either tree roots or failed infrastructure. After we identify the problem areas, staff will come up with a detailed approach to include cost estimates weighing the benefit verses project cost and the potential for tree loss.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Adopt Parks and Trails Master Plan
2. Exhibit A - City of Friendswood Parks Master Plan

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS,
ADOPTING THE CITY OF FRIENDSWOOD PARKS AND TRAILS MASTER PLAN;
REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR
IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City Council recognizes parks and recreation are not just amenities—they are vital to health, connections, and community pride in the City of Friendswood; and

WHEREAS, in order to provide a strategic roadmap for the enhancement of such vital resources, the City Council of the City of Friendswood directed the development of the Friendswood Parks and Trails Master Plan (the "Plan"), which was to be based upon extensive community input and a thorough assessment of current and future needs of the community; and

WHEREAS, on January 6, 2025, the City Council received the Plan, which contains the following vision statement:

Our vision is to elevate Friendswood's park system by constructing advanced recreational centers, upgrading existing facilities, and creating a cohesive network of trails. We are committed to providing safe, well-lit, and accessible spaces that cater to diverse recreational needs, fostering a dynamic and active community environment; and

WHEREAS, after review of the Plan, the City Council finds that the Plan herein adopted furthers its vision and establishes appropriate immediate and long-term strategies to maintain a vibrant, accessible, and sustainable park system; and

WHEREAS, the City Council desires to adopt the Plan; NOW THEREFORE,

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

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

Section 2. That the City Council of the City of Friendswood hereby adopts the Friendswood Parks and Trails Master Plan, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. 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 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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Parks Master Plan

City of Friendswood

January 2025



Acknowledgments

Prepared for the City of Friendswood Parks & Recreation Board

We would like to acknowledge the contribution of the following people to the success of this Parks Master Plan:

City Council

Mike Foreman, Mayor
Steve Rockey, Position 1
Sally Branson, Position 2
Trish Hanks, Position 3
Robert J. Griffon, Position 4
Joe Matranga, Position 5
Brent Erenwert, Position 6

Keep Friendswood Beautiful

Patricia Steinke, Chairperson	Jeff Smith
Kaye Corey	Vijay Mahal
Benette Rowley	Brandee Fernandez
Todd Mendenhall	Shawn Potter
Kelly Browning	Michael Fernandez
Betty Moreno	Mary Wise
Paula Matranga	Diana Hall

Friendswood Parks & Recreation Department

James Toney - Director of Parks & Recreation
Michael Boyett, Assistant Director of Recreation
Gary Williams - Assistant Director of Parks
Kaylub Mull - Parks Superintendent
Catherine Wood- Recreation Superintendent
Megan Childers - Office Clerk
Garrett Normoyle - Recreation Specialist
Cierra Sutton - Recreation Specialist
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Parks Master Plan adopted on: _____

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Executive Summary

The City of Friendswood Parks Master Plan represents a strategic road map for the enhancement of the parks, trails, and recreational facilities over the next decade. Built on a foundation of extensive community input and a thorough assessment of current needs, this plan outlines a vibrant, accessible, and sustainable park system that fosters health, connectivity, and inclusivity. By aligning our resources with clear priorities, this Plan seeks to ensure that Friendswood's parks system continues to evolve with the growing community.

With a population that reached 40,833 in 2022, Friendswood faces unique challenges, including limited land availability for park expansion and constrained resources. To address these realities, the Parks Master Plan provides both immediate and long-term strategies to meet community demands. Demographic trends—such as an aging population and a workforce where 48% are reported to be in managerial or professional roles—present opportunities to expand fee-based recreational programs, introduce corporate sports leagues, and create outdoor networking spaces.

This vision is captured in the City's commitment to progress:

“Our vision is to elevate Friendswood’s park system by constructing advanced recreational centers, upgrading existing facilities, and creating a cohesive network of trails. We are committed to providing safe, well-lit, and accessible spaces that cater to diverse recreational needs, fostering a dynamic and active community environment.”

The Parks Master Plan addresses the challenges of aging infrastructure, limited parking, insufficient restroom facilities, and inadequate connectivity between parks and neighborhoods. Through community engagement and stakeholder discussions, opportunities have been identified to integrate sustainable practices, improve recreational amenities, and create new parks to meet future needs. The community has expressed strong support for enhancements such as additional walking trails, multi-use sports courts, improved playgrounds, and a recreation center. Population growth also emphasizes the need for innovative solutions, such as partnerships with property owners for shared-use parks, which could increase parkland without requiring the acquisition of land.

To meet these objectives, this Plan outlines actionable steps, including upgrading recreational facilities, transforming the Activity Building into a state-of-the-art community center, and developing new parks like *Lundy Lane Park (*name subject to change*). Funding strategies include exploring grants, public-private partnerships, sponsorships, and community fundraising.

Implementation is key to turning this vision into reality. This Plan identifies a 10-year strategy of specific actions, responsible parties, timelines, and funding sources to ensure a phased and strategic approach. By dividing goals into short-term, mid-term, and long-term timelines, this Plan maintains the flexibility needed to adapt to evolving needs. Tools such as capital improvement programs, partnerships, and policy updates will support these efforts, while ongoing community engagement and periodic evaluations will ensure accountability and measure progress.

This Parks Master Plan reflects the collective aspirations of the community. Now is the time to act. Parks and recreation are not just amenities—they are vital to health, connections, and community pride in Friendswood. Join the effort in supporting this vision. Whether through advocacy, partnerships, or participation, your involvement is essential. Together, ideas can be transformed into a reality that benefits all residents, fostering a brighter future for Friendswood today and for generations to come.



Parks Master Plan

City of Friendswood

Introduction and Overview



Introduction

The Importance of Parks and Recreation Planning

Located in southeast Texas and a short distance from Houston, the Texas Gulf Coast, and spanning two counties, the City of Friendswood is undergoing rapid urban development. In recent years, the City has strived to preserve their community parks, update amenities, and improve facilities in the park system. These facilities have been used and loved by many residents and visitors for many years. Now with increasing population growth, the need to plan for both immediate and long-term recreational amenities have become urgent to the community to accommodate the demands of the citizens. In response to this need, the City Council tasked the Keep Friendswood Beautiful Board and the Parks and Recreation Department to commission a consultant to collaborate on creating a new Parks Master Plan.

With the population growth in the City of Friendswood, existing park and recreation facility capacities are limited and have become burdened in trying to satisfy those increased demands. The increased pressure of residents using existing parks and facilities has given just reason for the planning of new and improved parks as well as enhanced and additional recreational programming.

As families opt to stay closer to home due to commute times, rising transportation costs, activity and entertainment expenses, and safety concerns, the City of Friendswood faces a heightened demand for outdoor and indoor recreation facilities for its residents. This demand, along with the lessened availability of suitable park land, increasing market-driven facility development costs, and the uncertainty of financial resources, funding, and on-going operational costs underscore the urgency for proactive park and recreation planning.

Through the master planning process, the quality of community life of residents can be improved by describing a direction with goals and actions in planning the needs for future parks and recreation. This Plan hopes to provide recreational opportunities, mental and physical health benefits, resident interactions, and community pride for the City. Park and recreation needs can first be identified through public engagement, and gaining input from stakeholders, City staff, elected and appointed officials to then strategically prioritize an implementation plan for the park's future for the City of Friendswood.

Friendswood's Commitment to Parks and Recreation Development

The City of Friendswood presently oversees all city owned parks and city owned facilities. Acknowledging the necessity of addressing the evolving needs of both residents and visitors, the City of Friendswood is committed to developing a Parks Master Plan. A thorough evaluation and analysis has been conducted to assess the existing features and conditions of facilities that shape the community's fabric and demand for recreational activities. As the City of Friendswood charts its course for the future, this Plan delineates recommended actions and considerations intended to achieve desired outcomes.

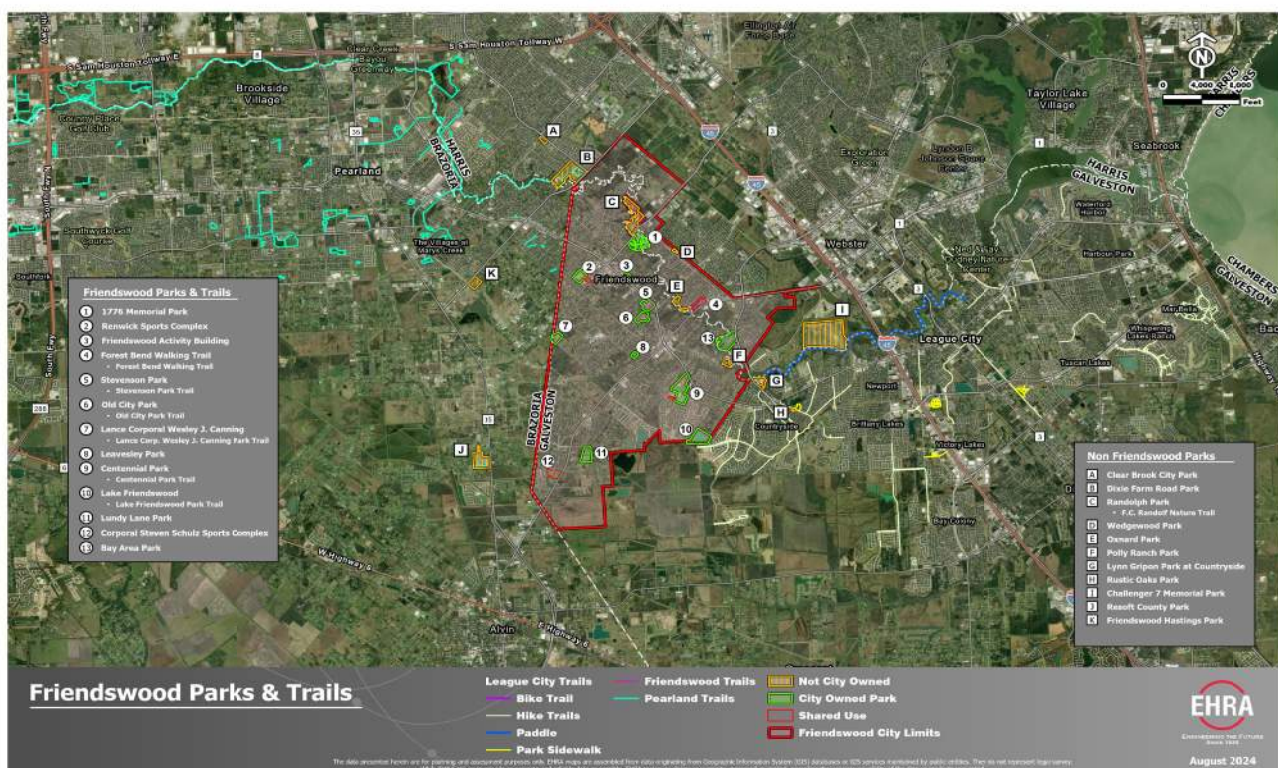
Purpose of the Parks Master Plan

The purpose of a Parks Master Plan is to provide a comprehensive framework for the development, management, and enhancement of the City of Friendswood's parks, recreational facilities, and open spaces. Its key objectives include:

- Analyzing the condition of existing parks, recreation areas, and open spaces;
- Identifying any needs and deficiencies within the park system while considering factors such as population growth, changing demographics, and recreational trends;
- Including input from residents and stakeholders to ensure the Parks Master Plan reflects the desires and aspirations of the community; and
- Establishing a set of goals, recommendations, and priorities to guide decision making for the future development and enhancement of parks and recreation facilities that align with the community's vision.

The Parks Master Plan will serve as a guide for decision-making and resource allocation for parks and recreation, providing a clear road map for city officials, planners, and stakeholders. Overall, the Plan aims to enhance the quality of life for residents by providing accessible, high-quality parks and recreational opportunities that promote health, wellness, and community engagement.

Map 1.1 provides a visual representation of the current parks, open spaces, and recreation areas that are owned and maintained by the City of Friendswood, alongside parks and open spaces that are not under the city's ownership but are located nearby and available for residents to utilize and enjoy.



Map 1.1 Study area showing the existing parks and trails system within the City of Friendswood and surrounding areas.

Benefits of Parks and Recreation

Parks and recreation facilities play a vital role in fostering a healthy, high-quality, and sustainable community environment. Such environments help meet the present needs of the community without compromising future needs, involving the responsible management of natural resources, reduction of pollution, conservation of biodiversity, and promotion of social equity. Ultimately, parks and recreation facilities enhance the quality of life for residents by providing opportunities for relaxation, physical activity, and cultural enrichment where individuals can thrive and flourish for generations to come.

Benefits are achieved through several factors, including:

- Increasing recreational diversity to cater to a wide range of interests and preferences.
- Implementing water-related recreational opportunities to enhance leisure options.
- Ensuring equitable access to parks and recreational facilities for all community members.
- Conserving, enhancing, and restoring significant natural resources and critical wildlife habitats, while contributing to clean air and water.
- Renovating outdated parks and recreation areas and facilities to maintain their functionality and appeal.
- Preserving cultural resources present within parks and recreation areas.
- Providing inclusive opportunities for special needs individuals, low-income populations, minorities, the elderly, and at-risk youth.
- Increasing property values of homes in close proximity to parks.
- Attracting new businesses to the community by improving the standard of living.



Lake Friendswood Park - Photo courtesy of EHRA Engineering

Planning Development Schedule

The planning endeavor engaged the general public, stakeholders, and city officials through in-person meetings. Three public engagement events were hosted in person, two of which took place at the City of Friendswood Public Library, while one event was held at the Senior Activity Center. These events were attended by the City of Friendswood Parks and Recreation staff, and organized by the EHRA Landscape Architecture team. A flyer was created to promote the event, and online public survey was circulated to gather further insights from the community. The responses collected from the survey will provide recommendations for the future development of the City of Friendswood's parks system. Furthermore, EHRA Engineering dedicated extensive on-site hours to observe the current state of the parks system and conducted thorough research to inform recommendations for the plan.

1. December 2020 – Contract signing and commencement of data gathering activities.
2. January 2021 – Kickoff meeting with the Parks & Recreation Board to introduce EHRA and discuss the Parks Master Plan, outlining the planning process and priorities.
3. August 2021 - January 2022 - Project placed on hold at the request of the City of Friendswood Parks & Recreation Board.
4. April 2023 – Friendswood Parks & Recreation Board workshop with the EHRA Team to present ideas and gather feedback on growth planning, revitalization, and design components for the Parks Master Plan.
5. April 2022 - October 2023: EHRA Team conducted site visits to observe existing conditions of the parks system.
6. Ten stakeholder events were held with the City of Friendswood's Parks & Recreation Board including one event with the Downtown Friendswood Association.
 - April 4, 2023 - City of Friendswood Parks & Recreation staff interviews.
 - September 7, 2023 - City of Friendswood Parks & Recreation kickoff with Director of Parks & Recreation.
 - September 13, 2023 - Parks Master Plan schedule presentation to Director of Parks & Recreation.
 - September 20, 2023 - City of Friendswood Parks & Recreation staff interviews.
 - September 26, 2023 - Keep Friendswood Beautiful.
 - October 16, 2023 - Senior Advisory Committee interviews.
 - October 26, 2023 - City of Friendswood Planning & Zoning meeting.
 - October 26, 2023 - Engineering staff interviews.
 - November 1, 2023 - CEDC meeting interviews.
 - December 12, 2023 - FDEDC meeting agenda discussion.
7. January 26, 2024 - February 9, 2024: Distribution of an online survey to stakeholders and the general public to gather feedback and data. This survey assists the EHRA Team in formulating the community vision and policy framework that will guide the Parks Master Plan and future development.
8. Three public engagement meetings:
 - January 26, 2024 - First meeting at the Public Library.
 - January 30, 2024 - Second meeting at the Senior Activity Center.
 - January 31, 2024 - Third meeting at the Public Library.



Public engagement meeting on January 26, 2024
 Photo courtesy of EHRA Engineering

Planning Development Schedule Continued

9. Five meetings with the Friendswood Parks & Recreation Board to discuss and review each chapter of the Parks Master Plan:
 - March 8, 2024 - First meeting to review the outline for the Parks Master Plan
 - May 8, 2024 - Second meeting to review Chapters 1 & 2.
 - June 30, 2024 - Third meeting to review Chapter 3.
 - October 22, 2024 - Fourth meeting to review Chapter 4.
 - November 18, 2024 - Fifth meeting to review the final draft including Chapters 1-5 of the Parks Master Plan.
10. Date – Adoption of the Parks Master Plan by the Keep Friendswood Beautiful / Parks & Recreation subcommittee.



Public engagement meeting at the Public Library on January 31, 2024

Photos courtesy of EHRA Engineering

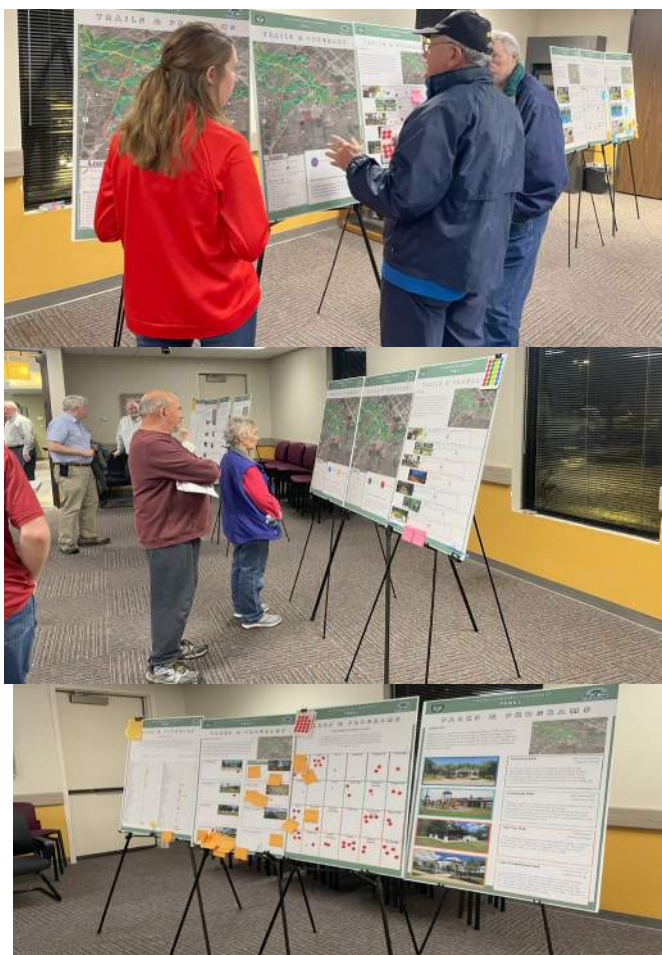
Plan Time Frame

This Plan is designed to address the time-frame from 2024 to 2034. While many of the recommendations outlined herein are valid for a period of up to 10 years, they should be subject to periodic evaluation. In accordance with local planning requirements from the Texas Parks and Wildlife Department, it is recommended that the Plan be updated every five years or prior to any significant developments that may alter the parks and recreation needs of the community.

Planning Focus

The Parks Master Plan evaluates the parks, recreational, and open space conditions for residents within the city limits, which encompasses approximately 21.2 square miles and its extraterritorial jurisdiction (ETJ).

Public engagement meetings hosted at the Public Library on January 26th and 31st and at the Senior Activity Building on January 30th served as platforms for community members to actively contribute to the Parks Master Plan planning efforts. Attendees were briefed on the existing park and trail provisions, fostering a shared understanding of the current landscape. One of the primary objectives of these sessions was to cultivate a sense of community ownership in the planning process, providing transparency and nurturing trust and support for the Parks Master Plan. Insights garnered from these sessions were instrumental in shaping the *Recommendations Section* of this document.



Public engagement meeting at the Public Library on January 26, 2024

Photos courtesy of EHRA Engineering



Parks Master Plan

City of Friendswood

Understanding the
Community

Understanding the Community

Historical Context

In the spring of 1895, Frank Jacob Brown and Thomas Hadley Lewis, both Quakers, felt called to establish a community dedicated to God in the Gulf Coast region. This endeavor was part of the broader westward movement of Quaker colonies during the mid to late 1800s. Upon arriving in Northern Galveston County, Brown and Lewis discovered 1,538 acres of pristine prairie, crisscrossed by Clear Creek, Coward's Creek, Mary's Creek, and Chigger Creek, and surrounded by dense woods along the creek banks. Convinced that this was their "Promised Land," they negotiated with the owner, Galveston banker J. C. League, for a deed of trust. The term 'Quakers' is synonymous with 'Friends'. Additionally, the name 'Wood' represents the four creeks that traverse the City of Friendswood to this day. On July 15, 1895, the official name of the colony was recorded at the Courthouse in Galveston, marking the birth of Friendswood. News of the colony spread rapidly among Quakers in the northern and mid-western states, attracting more than a dozen families to join them. Friendswood flourished as a farming community, characterized by hard work, simple living, and a deep respect for God, family, and education.

The Galveston Storm of 1900 tested the resilience of the colony, but they emerged unscathed, using their sawmill to convert fallen trees into lumber for a two-story building known as The Academy. This building served as a church, community meeting place, and the first high school in the area until it was replaced by the present stone church building in 1949. The Academy offered a classical curriculum and attracted students from surrounding towns.

The early 1900s saw an influx of newcomers attracted by farming opportunities promoted by Houston developers who advertised the Gulf Coast as a Garden of Eden where figs, oranges, and rice grew practically wild. The present day 900 block of S. FM 518 was the site of a typical main street orchard. The entire block back to the creek was the Bales and Glines family farm¹. By the early 1920s, there were 17,000 to 18,000 acres of figs from Winnie to San Leon, and 17 fig preserving plants. Two of those plants were in Friendswood. Figs emerged as the economic backbone of Friendswood from 1910 to 1956, with the Fig Preserving Plant, established in 1924 by Quaker Cecil Brown, playing a pivotal role in sustaining the local economy, particularly during the challenging years of the Great Depression.² The Great Depression brought more families seeking a fresh start, and the burgeoning oil industry in the 1930s further attracted new residents. Despite the challenges, Friendswood remained a rural Quaker settlement with limited amenities until the mid-20th century. The Quaker settlement's history is authenticated by the Texas State Historical Marker located on the Friends Church Property.

The 1950s marked the beginning of modernization, with young families from Houston moving in, however the population was still less than 1,000 in 1959. 4th of July celebrations began in the 1950's, with a community meeting along creeks and barging to, then became a traditional parade. "The Gathering" in the City of Friendswood always took place on the night before 4th of July. In 1960, incorporation efforts were underway when the town elected its first mayor, city council, and a law officer who helped prepare the town for the tremendous growth which resulted from hundreds of NASA employees choosing Friendswood as their home. By 1966 Friendswood has its first medical clinic, pharmacy, bank, newspaper, and police department. By 1969, the population had surged to 5,200.³

¹ "Main Street Fig Orchards Historical Marker." Accessed April 23, 2024. <https://www.hmdb.org/m.asp?m=98896>.

² "Fig Preserving Plant Historical Marker." Accessed April 23, 2024. <https://www.hmdb.org/m.asp?m=98446>.

³ "History of Friendswood | Friendswood, TX." Accessed April 18, 2024. <https://www.ci.friendswood.tx.us/402/History-of-Friendswood>.

⁴ Hlavaty, Craig. "Check out Historic Photos from Friendswood's Earliest Days." *Houston Chronicle*, August 17, 2017. <https://www.chron.com/neighborhood/friendswood/article/Old-photos-of-Friendswood-Texas-collected-11882054.php>.



An aerial photo of Friendswood in 1962.
Source: *Houston Chronicle*⁴



Baker Food Market - First true grocery store in Friendswood
Source: *Houston Chronicle*⁴



The Friendswood Academy completed in 1902
Source: *Houston Chronicle*⁴



A Friendswood fig orchard in the 1930s
Source: *Houston Chronicle*²



Outside the first fig processing plant in 1910
Source: *Houston Chronicle*⁴



Inside a fig processing plant in the 1930s.
Source: *Houston Chronicle*⁴

Population and Age Distribution

As of 2000, the City’s population stood at 28,734, increasing by 24.6% to 35,805 in 2010. According to the U.S. Census, the population of Friendswood has surged to 40,833 in 2022¹ marking another significant 14% increase. The projected growth of the City of Friendswood, detailed further below, presents a critical challenge for the City’s parks and recreation facilities. Additional funding is imperative to meet the current and anticipated demand. The existing inventory of parks is experiencing heightened demand due to the consistent rise in population.

By analyzing the age demographics, city planners, policymakers, and service providers can tailor services, infrastructure, and programs to meet the needs of different age groups effectively.

The data presented in Figures 2.1-2.2 for Texas and Galveston County indicates a high birth rate and an aging population trend. However, when compared to these broader trends, Figure 2.3 highlights a lower female birth rate in the City of Friendswood. Additionally, there is a noticeable dip in the population within the 25-34 age range in Friendswood.

This dip could suggest a rate of migration out of the city among individuals in this age group, likely driven by a desire to be closer to educational or employment opportunities. Furthermore, the observation of an aging population trend in Friendswood aligns with the broader demographic shifts seen in Texas and Galveston County. This aging population trend may have implications for various aspects of community planning and resource allocation, including healthcare services, housing needs, and recreational amenities, among others.²

Figure 2.1 Population by Age and Gender: Texas

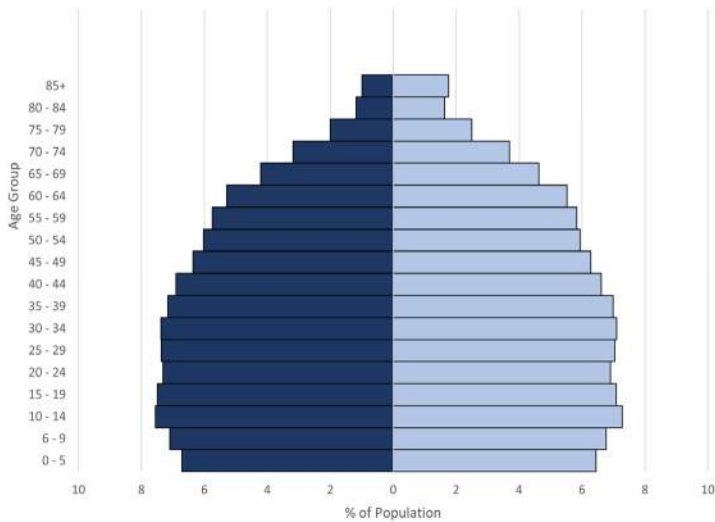


Figure 2.2 Population by Age and Gender: Galveston County, Texas

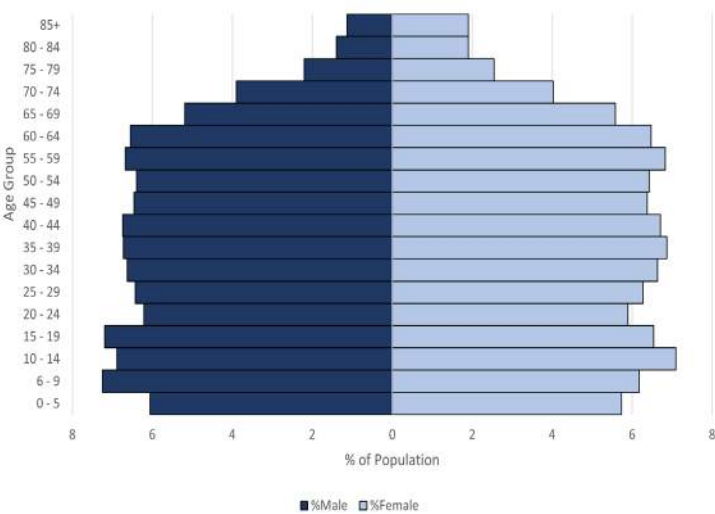
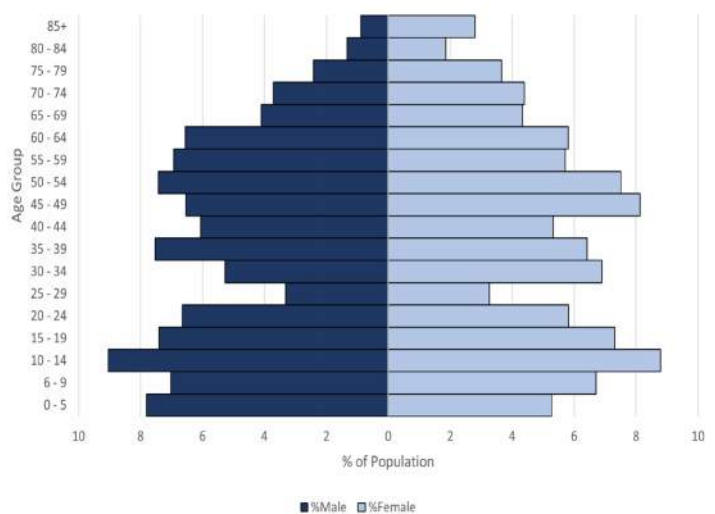


Figure 2.3 Population by Age and Gender: Friendswood, Texas



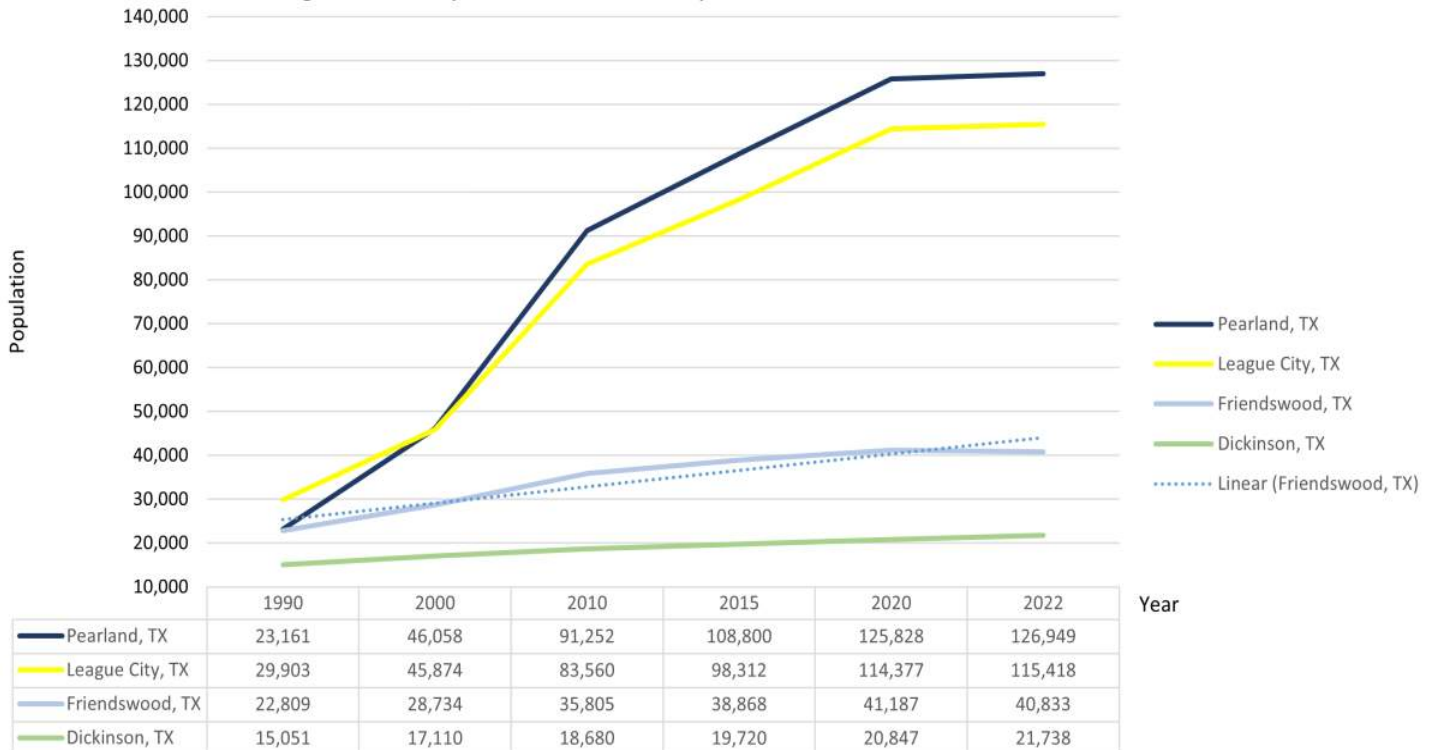
1 "U.S. Census Bureau QuickFacts: Friendswood City, Texas." Accessed April 18, 2024. <https://www.census.gov/quickfacts/fact/table/friendswoodcitytexas/PST045222>.
2 U.S. Census Bureau. "Age and Sex." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S0101, 2022, https://data.census.gov/table/ACSST5Y2022.S0101?q=Friendswood,Texas&g=040XX-00US48_050XX00US48167. Accessed on April 19, 2024.

Source: U.S. Census Bureau. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022

Population Comparison Trend

The City of Friendswood neighbors the cities of Pearland, League City, and Dickinson. Population trends in these three cities were compared to those of the City of Friendswood to capture the growth pattern in the area. Figure 2.4 illustrates steady population growth in each city over the decades. However, between 2020 and 2022, The City of Friendswood experienced a 0.86% decrease in population, dropping from 41,187 to 40,833. These numbers suggest that Friendswood reached its peak population in 2020 and is now showing a trend of decline.

Figure 2.4: Population Trend Comparison Chart 1990 - 2022



Source: U.S. Census Bureau Quick Facts

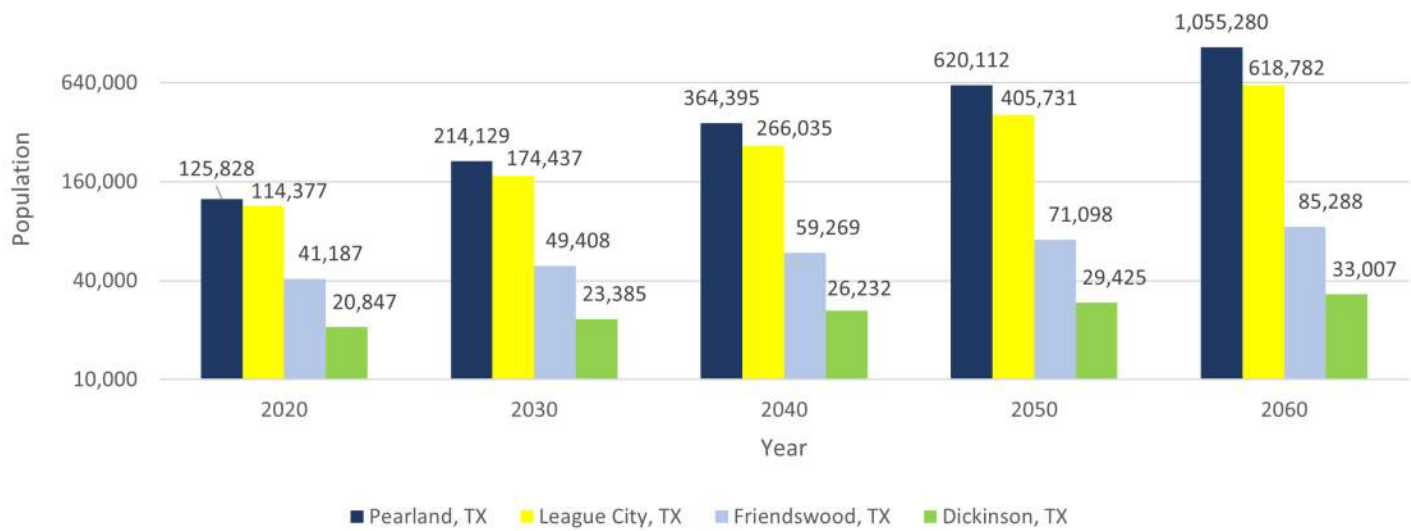
Population Growth Trend

The population projections for the four cities mentioned in the previous section were determined using the exponential growth method, which employs the natural logarithm e and a growth rate. Figure 2.5 presents a 40-year forecast spanning from 2020 to 2060, offering an estimation of growth. However, it excludes any additional population that may arise from future planned subdivisions.

To calculate the growth rate, data from the population trend table shown in Figure 2.4 was utilized. This table covers a 32-year time-frame from 1990 to 2022 and was employed to project population figures in 10-year increments. The City of Pearland exhibited a growth rate of 5.46%, League City had a growth rate of 4.31%, the City of Friendswood had a growth rate of 1.84%, and the City of Dickinson had a growth rate of 1.16%.

Based on these calculations, the population of the City of Friendswood is projected to reach 85,288 by the year 2060. However, given that the City of Friendswood has reached its build-out capacity and has no foreseeable plans to annex additional land and expand their city limits or ETJ boundary, the Engineering department at the City of Friendswood estimates the population will **reach a max capacity of 58,000**. Population projections play a critical role in providing valuable insights into future demand, enabling proper budgeting for recreational facilities and open spaces to accommodate the needs of the growing community.

Figure 2.5: Population Projections 2020 - 2060



Source: U.S. Census Bureau Quick Facts

Race and Ethnicity

Analyzing race and ethnicity is crucial for promoting equity, inclusivity, and cultural responsiveness within the community. This analysis helps to identify any disparities in access to parks and recreation facilities among different racial and ethnic groups. It ensures that all residents, regardless of their background, have equal opportunities to enjoy and benefit from the amenities provided by the parks system.

Figure 2.6 illustrates Friendswood’s population breakdown by race and ethnicity. Compared to Texas and Galveston County, Friendswood’s racial and ethnic composition is predominantly similar, with some notable differences. Specifically, Friendswood has a lower proportion of African American and Hispanic populations compared to Texas and Galveston County. These differences in racial and ethnic composition may reflect unique historical, social, and economic factors specific to Friendswood.

Figure 2.6 Race and Ethnicity

Race & Ethnicity	Texas	Galveston County	Friendswood
White	74%	80%	88%
Black or African American	14%	14%	6%
American Indian & Alaska Native	2%	2%	2%
Asian	6%	4%	5%
Native Hawaiian & Other Pacific Islander	0.2%	0.4%	0.4%
Other	20%	13%	7%
Hispanic or Latino Descent	40%	26%	17%
Not Hispanic or Latino Descent	60%	74%	83%

Source: U.S. Census Bureau. “ACS Demographic and Housing Estimates.” American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022

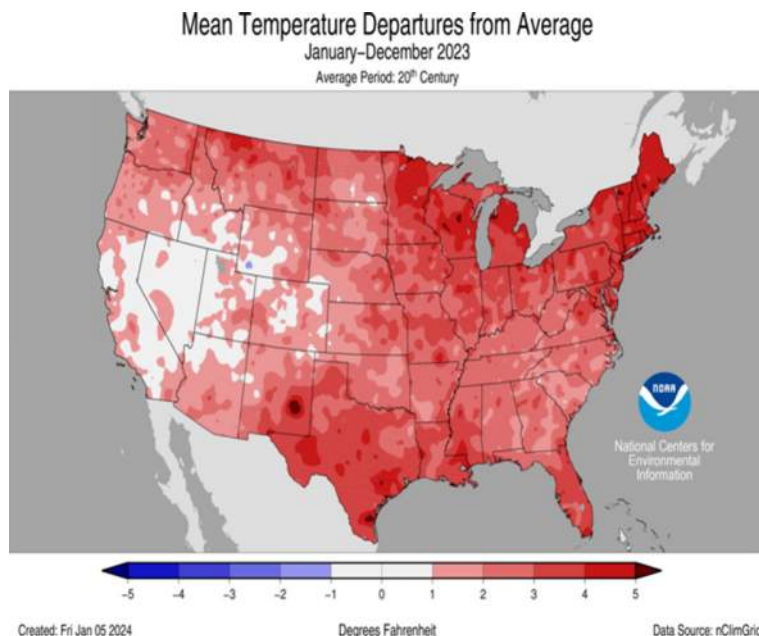
Climate

Friendswood, Texas, boasts a warm and humid temperate climate, which is characterized by scorching summers and the absence of a dry season. Throughout the year, temperatures typically range between 45°F and 92°F, with extremes rarely dipping below 36°F or climbing above 96°F. Friendswood experiences its warm season from May 24th to September 27th, with average daily high temperatures soaring above 87°F. August 8th marks the peak of summer, with an average high of 92°F and a low of 76°F. The cold season runs from November 26th to February 27th and brings average daily temperatures below 69°F. January 4th sees the coldest day of the year, with an average low of 45°F and a high of 64°F.¹

In 2023, the contiguous U.S. experienced its fifth-warmest year on record, with annual precipitation totaling 29.46 inches, which was 0.48 inches below the average. A severe heat wave swept across parts of the southern plains, causing temperatures to soar well above 100°F. Notably, cities such as Del Rio and Rio Grande reached 113°F, while San Angelo reported a scorching 114°F on June 20th, setting all-time heat records at each location. On June 24th, the temperature at Rio Grande Village, Texas peaked at 119°F, just 1° below the state's all-time temperature record.²

Rising temperatures have significant implications for landscaping decisions. As temperatures continue to climb, it becomes crucial to select plants capable of withstanding heat stress and to prioritize drought-resistant species that thrive in hot climates. Native plants are particularly advantageous as they are naturally adapted to local conditions. Additionally, rising temperatures elevate evaporation rates, underscoring the importance of efficient irrigation systems such as drip irrigation to conserve water and maintain plant hydration. Mulching plays a vital role in retaining soil moisture and regulating temperature, thereby mitigating soil erosion.

Extreme heat can also impact soil health and nutrient availability. Choosing hardscape materials that minimize heat buildup, along with strategically planting trees to provide shade and lower surface temperatures, can help mitigate the urban heat island effect, contributing to a cooler and more sustainable urban environment.



Source: National Centers for Environmental Information (NCEI).

¹ "Climate | Friendswood, TX." Accessed April 24, 2024. <https://www.ci.friendswood.tx.us/398/Climate>.

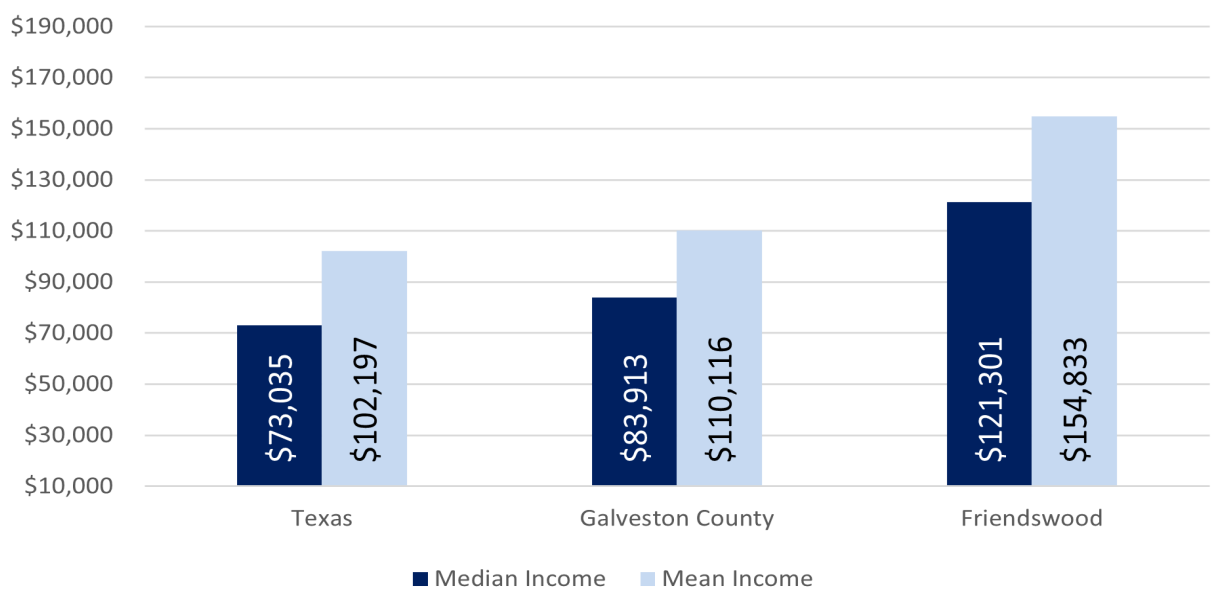
² National Centers for Environmental Information (NCEI). "Assessing the U.S. Climate in 2023," January 8, 2024. <https://www.ncei.noaa.gov/news/national-climate-202312>.

Household & Family Income

The median income is the amount of income that divides a population into two equally sized groups. Half of the population has an income above this amount, while the other half has an income below it. Mean income is a statistical measure that calculates the average of all individual incomes within a given population or group. While mean income provides valuable insights, it has limitations. Outliers (extremely high or low incomes) can skew the average, and it may not accurately represent the income distribution if it is highly skewed. Therefore, using the median income as a comparison assists in gaining a more comprehensive understanding of income patterns.

Understanding a community’s income distribution assists in planning for recreational amenities and programs including determining the demand for free or fee-based recreation. According to the US Census, the median household income in Friendswood is \$121,301 and the percentage of persons in poverty is 2.9%. Figure 2.7 demonstrates that Friendswood exhibits significantly higher mean and median incomes compared to Texas and Galveston. This suggests a relatively high typical income level within the City of Friendswood, indicating that residents enjoy a high standard of living. This insight is invaluable for tailoring recreational offerings to meet the needs and preferences of the community effectively.

Figure 2.7 Income Comparison



Source: U.S. Census Bureau. “Income in the Past 12 Months (in 2022 Inflation-Adjusted Dollars).” American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1901, 2022

Employment Sector

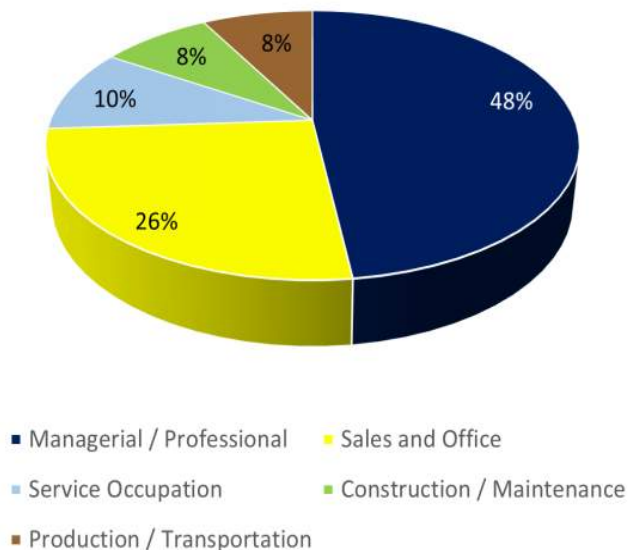
Understanding a city's employment landscape is beneficial for park planning for several reasons. First, it provides insights into the demographics and needs of the workforce, helping decision makers tailor park amenities and programs to suit the preferences and schedules of working individuals. Additionally, employment data can highlight areas of high commuter traffic or concentration, indicating where parks and recreational facilities might alleviate stress or serve as convenient destinations for relaxation and exercise after work hours. Furthermore, knowledge of local employment trends and industries can inform decisions regarding the types of recreational activities and facilities that may be in demand, such as sports fields for corporate leagues or outdoor meeting spaces for networking events.

Employment by Occupation

- 48% - Managerial / Professional
- 26% - Sales and Office
- 10% - Service Occupations
- 8% - Construction / Maintenance
- 8% - Production / Transportation

With Managerial/Professional positions comprising 48% of the City of Friendswood's employment section, as illustrated in Figure 2.8, there arises a potential need to ensure accessibility to recreational activities for this demographic. Integrating related amenities and programming within parks could enhance their overall experience, aligning with the preferences and lifestyle of this segment of the population.

Figure 2.8 Employment by Occupation



Top Employers

- Friendswood Independent School District (FISD)
- H.E. Butt Grocery Company
- Kroger Texas, LP
- City of Friendswood
- Clear Creek Independent School District (CCISD)
- University of Texas Medical Branch (four locations)
- Friendship Haven Healthcare and Rehabilitation
- McDonald's (two locations)
- U.S. Post Office
- Atria Assisted Living and Memory Care

Managerial / Professional: This category includes roles such as executives, managers, consultants, and professionals in fields such as law, finance, engineering, and healthcare and encompass individuals who are responsible for establishing plans, policies, and organizational strategies, directing business operations, and overseeing personnel, products, and services.

Sales and Office: Positions include sales representatives, retail workers, customer service representatives, and administrative personnel who manage various office tasks. Sales professionals are primarily involved in selling goods and services or facilitating transactions between buyers and sellers within specific markets, such as real estate or securities.

Service Occupations: Encompasses a diverse range of roles aimed at attending to clients' needs, promoting wellness, and ensuring public safety. Individuals typically work in beauty salons, fitness centers, spas, and similar establishments, providing services such as hairstyling, massage therapy, personal training, and skincare treatments. Additionally, service workers in this category may include professionals who offer counseling, therapy, or other forms of support to help individuals cope with challenges and improve their overall well-being. Moreover, workers in public safety roles, such as police officers, firefighters, and emergency medical technicians, also fall under this category, as they play a crucial role in maintaining community safety and responding to emergencies.

Construction / Maintenance: Construction laborers and helpers are responsible for performing tasks including handling materials and tools, assisting skilled workers, and maintaining cleanliness and organization in work areas. General maintenance and repair workers specialize in maintaining and repairing machines, mechanical equipment, and buildings to ensure optimal performance and longevity.

Production / Transportation: Workers in the production and transportation sector fulfill essential roles in assembling goods, distributing energy, and facilitating the movement of people and goods.

Previous Planning Efforts

Previous planning efforts, which include **Vision 2020** and the **City of Friendswood Parks Master Plan, 2010**, serve as valuable resources that inform current decision-making, guide future development, and ensure that the City of Friendswood continues to evolve in a manner that reflects the needs and aspirations of its residents.

Vision 2020

Vision 2020 is a report from the Friendswood Economic Development Commission, which was published in 1998. The primary focus of the report addresses the economic outlook for the community including aspects such as:

- Land Use
- Residential Density
- Community Services and Lifestyle Amenities that included streets, roads, parks, utilities, drainage, public safety, and schools.
- Target Markets to increase the tax base.
- Zoning Adjustments to balance a more realistic market split.
- Business Recruiting
- Commercial and Industrial build-out



City of Friendswood Parks Master Plan, 2010

The current Parks Master Plan was adopted in 2010. At that time, the objectives of the Plan were to:

- Develop Lake Friendswood Park with piers, trails, and a pavilion.
- Expand trails by developing hike and bike and nature trails.
- Upgrade to lighted sports fields for soccer, football, baseball and softball.
- Build a new Community Center for senior, youth, and adult programming.



The Plan lists seven goals with priorities and its respected timeline:

1. Provide a parks system that meets the total recreation and leisure needs of the community to foster health and wellness (1-7 years).
2. Establish connections and access through hike and bike trails to and from parks, green spaces, neighborhoods, workplaces, schools, and shopping centers within the city; and extend linkages to neighboring communities and regional trail systems (3-5 years).
3. Develop additional neighborhood parks (5-10 years).
4. Advertise a park system that results in long-term economic benefits including tourism, enhanced real estate values, and attracts commercial establishments (3-10 years).
5. Promote the development of a parks, recreation and green space system that will support the region's strategy to address population growth by encouraging the development of communities where people can live, work, and play with less reliance on their cars (3-5 years).
6. Increase participation in outdoor recreation (1-10 years).
7. Enhance the quality of outdoor recreation (1-3 years).

Existing Parks

The City of Friendswood includes twelve parks and public spaces available to the community to enjoy. Below is quick description of these facilities. Most of these images and descriptions were taken from the current City of Friendswood Parks Mater Plan, 2010.¹

1 *"Document Center • Friendswood, TX • CivicEngage." Accessed April 24, 2024. <https://www.ci.friendswood.tx.us/DocumentCenter/Index/29>.*



Old City Park

The location of the 4th of July celebrations is the 11.9-acre park, which features three soccer fields, one of which doubles as a ball field. Additionally, the park is equipped with restroom facilities, picnic tables complete with two BBQ pits and a covered pavilion, play structures for children, a dog park, and designated nature areas for leisure exploration.



Stevenson Park

Established in 1973, Stevenson Park spans 16.5 acres and was acquired from the Vincent Stevenson estate, from which it derives its name. This park boasts a variety of amenities, including a swimming pool and splash pad, four illuminated tennis and pickleball courts, a basketball court, three volleyball courts, numerous picnic tables, two covered pavilions, adaptive playground equipment, disk golf course, fairy trail, and a .68-mile walking trail. Notably, Stevenson Park serves as the venue for the popular "Concerts in the Park" event.



1776 Memorial Park

Donated to the city by Mary Louise Fitch Soule and Harold M. Soule, this 12.6-acre park is characterized by its natural wooded setting and features a kayak ramp/canoe launch. Parking is provided at the entrance.



Corporal Steven Schulz Sportsark

Situated in the southwest corner of the city, the 27-acre sports park caters to the Girls Softball Association with restroom facilities, and concession stands. The complex features four youth and four adult softball fields.

Existing Parks Continued



Leavensley Park Jones Hangar Neighborhood Park

Primarily serving as a venue for indoor recreation activities, family reunions, and square-dancing events, the park features a historic airplane hangar that adds to its unique charm. The on-site parking lot provides a hard-surfaced area ideal for basketball. Moreover, the park is adorned with numerous shade trees, playground equipment, and outdoor seating.



Lake Friendswood Park

As the newest addition to the Friendswood community, Lake Friendswood Park includes two fishing docks, one kayak/canoe launch, one pavilion with four picnic tables, benches, and small barbecue pits. The 33-acre lake is stocked four times a year by the Texas Parks & Wildlife.



Renwick Park

Originally purchased from the Friendswood School district, Renwick Park consists of 19 acres with nine lighted fields, batting cages, concession stand, and restrooms.



Activity Building

The Activity Building houses the Friendswood Senior Citizen Program and provides fitness classes and meeting room space to the whole community.

Existing Parks Continued



Centennial Park

A 55-acre park with one multipurpose field, one football field, two lacrosse fields which double as dry detention areas, six soccer fields, playground structure, two pavilions with a concession stand and basketball pavilion, jogging trail, restrooms, amphitheater, and a 3.5-acre stocked retention pond for catch and release fishing.



Lance Corporal Wesley J. Canning Park

This park includes a 0.9-mile walking path with benches, trash cans, and dog waste stations. The park serves as a memorial to honor the memory of Lance Corporal Wesley J. Canning, a brave Marine who made the ultimate sacrifice while serving during Operation Iraqi Freedom. This park stands as a tribute to his courage and sacrifice, ensuring that his memory lives on in the hearts of those who visit.



Future Bay Area Park Location

Bay Area Park

This 46.8-acre tract remains a pristine, undeveloped area that preserves its natural wooded landscape. This future park includes a serene pond at its center, surrounded by dense trees and lush vegetation, providing a habitat for local wildlife.



Source: <https://communityimpact.com/houston/pearland-friendswood/environment/2021/09/29/friendswood-makes-progress-on-multiple-flood-mitigation-projects/>

Forest Bend Park

Forest Bend Park serves a dual function, providing both recreational amenities and flood mitigation measures. Featuring a detention basin project spanning 53 acres, it serves as floodplain storage, effectively mitigating the risk of flooding in Friendswood. Additionally, the park offers various recreational opportunities, including concrete trails, solar lighting, and a 1.2-mile walking and running route, ideal for fitness enthusiasts seeking an easy workout.

Community Engagement

One of the key components to the planning process is to engage the general public for their input and suggestions, then incorporate the wants, needs, and concerns of the community into the plan. This Parks Master Plan is intended to guide City investment decisions in parks and recreation that best serve the community. A series of public engagement strategies were used throughout this planning process to gain an understanding of the community's wants, needs, and priorities regarding their parks system.



Public engagement meeting at the Senior Center on January 30, 2024
Photo courtesy of EHRA Engineering

Stakeholder Groups

A series of stakeholder meetings were held during the public engagement process. Information collected during these meetings helped shape the community survey and formulate the questions at the open house meetings. The ideas generated from the meetings were formulated as recommendations into the Plan. Meetings with nine different stakeholder groups were conducted and three open house meetings were held for public input.

Stakeholders were categorized into groups based on their areas of expertise, which included:

- City of Friendswood Parks and Recreation Board
- Keep Friendswood Beautiful
- City of Friendswood Department Representatives
- City of Friendswood Planning & Zoning Commission
- Senior Citizen Advisory Committee
- Community Stakeholders



Public engagement meeting at the Senior Center on January 30, 2024
Photo courtesy of EHRA Engineering

Public Survey

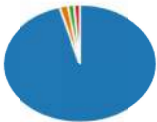
An online survey was undertaken as part of the master planning process. This survey sought the public's opinion on the overall parks, facilities, and trails system in the City of Friendswood. A total of 763 community members responded to the survey. The input and feedback gathered were instrumental in assessing the parks system and setting goals and priorities for the plan.

COF Survey Questions

763 Responses 15:35 Average time to complete Closed Status

1. Do you live in Friendswood?

- Yes 730
- No, but I live in Harris County 13
- No, but I live in Galveston Cou... 10
- No, but I live in Brazoria County 9



Plan Vision and Goals

A vision statement serves as a navigational tool for elected and appointed officials, to guide the priorities of City staff, fosters community backing for the future advancement of parks and recreation in the City of Friendswood. The vision statement presented for the Parks Master Plan emerged from insights gathered during engagements with the City and stakeholders.

Friendswood's vision for their parks and recreation system is reflected in the community's outlook for the future. This vision, shaped through various engagement initiatives, forms the cornerstone of the goals and priorities outlined in this Plan.

Key findings from public engagement efforts are integrated into Chapter 3 titled "Inventory, Assessments, Needs, and Recommendations."

"Our vision is to elevate Friendswood's park system by constructing advanced recreational centers, upgrading existing facilities, and creating a cohesive network of trails. We are committed to providing safe, well-lit, and accessible spaces that cater to diverse recreational needs, fostering a dynamic and active community environment."



Source: City of Friendswood Facebook

Park Master Plan Goals

Establishing goals for a master plan lays the groundwork for future decisions and developments in parks and recreation. These goals also serve as criteria for evaluating the recommendations outlined in this Master Plan. Setting goals is crucial to the planning process as they provide a framework for the City's developmental decisions throughout the Plan's lifespan. It is important to emphasize that the goals articulated in the Plan are a culmination of ideas, input, and priorities gathered from extensive engagement with citizens, City staff, and elected and appointed officials.

The goals below will be further refined into a detailed series of objective and action recommendations in Chapter 4, "Parks and Trails Action Plan".

Goal 1: Construct a cutting-edge recreation center

Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks

Goal 3: Establish a trail network that connects parks, schools, and business hub centers

Goal 4: Add parking facilities at trailheads, sports venues, and event venues

Goal 5: Build a new city swimming pool

Goal 6: Enhance lighting at parks and recreation venues

Goal 7: Enrich sports venues with facilities for adaptive play and multi-use fields.

Goal 8: Incorporate versatile sports courts in park facilities

Goal 9: Improve existing amphitheater and construct a new amphitheater as needed

Goal 10: Build a skate park and BMX bike park

Parks Master Plan

City of Friendswood

Inventory,
Assessments,
Needs, and
Recommendations



Assessing Park and Recreation Needs

To effectively plan for the future of the City of Friendswood's parks and recreation system, it is crucial to understand the existing amenities of the city's parks. This understanding will help identify where the current system meets expectations and where it falls short. The City of Friendswood has a network of 13 parks and recreation facilities distributed throughout the city and its extraterritorial jurisdiction (ETJ), as shown in Map 3.1. These parks encompass approximately 340 acres of parkland, offering a variety of recreational opportunities.

By analyzing the current inventory and condition of facilities, comparing that data with local level-of-service ratios, considering the opinions voiced by the community, and evaluating available local resources, this Parks Master Plan will develop a clear picture of what is currently deficient and where opportunities exist within the parks system.

Park Classifications

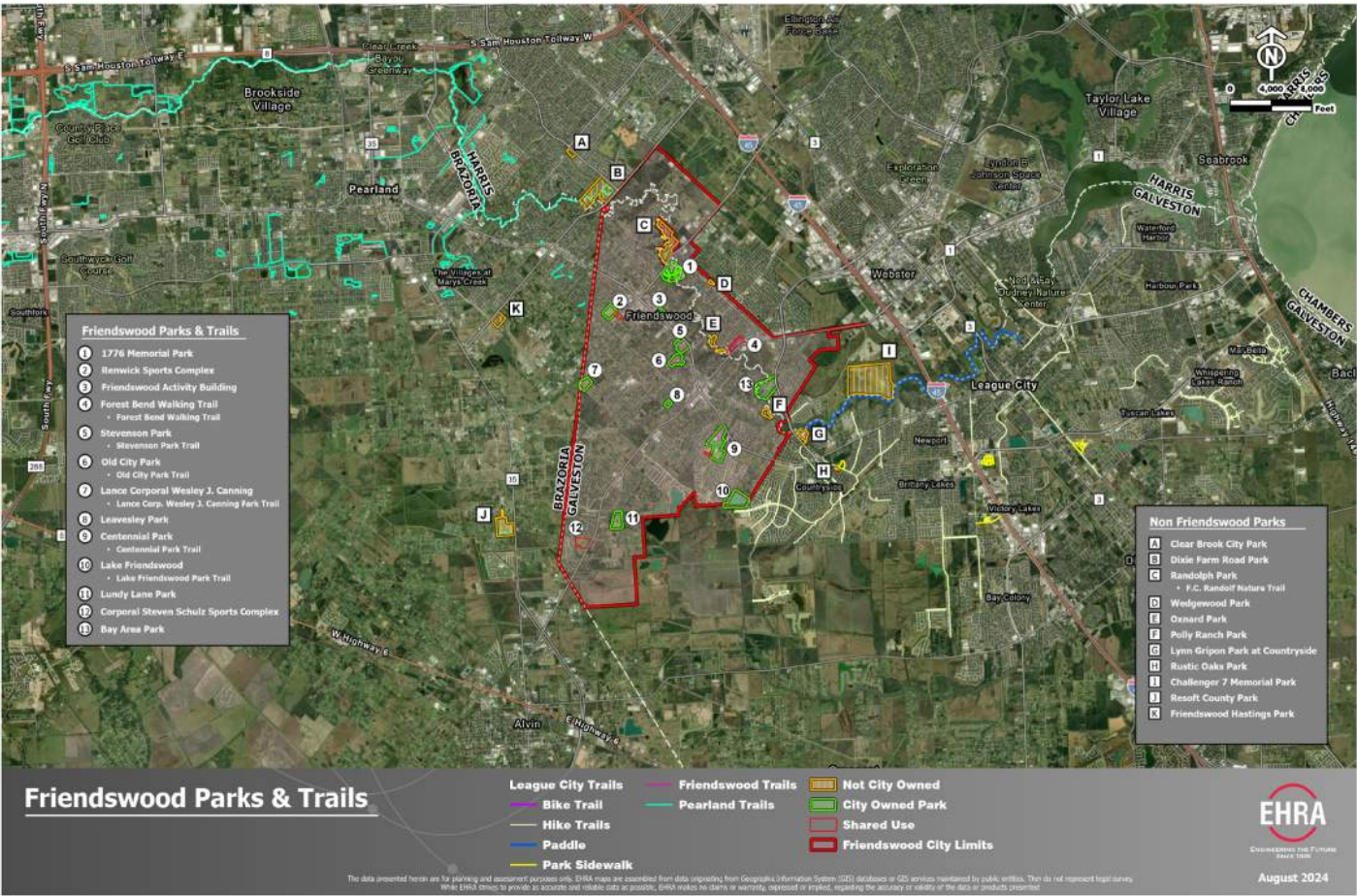
Different park types serve different purposes, areas, and intended users. Understanding these differences assists in identifying gaps and overlap in the overall system and whether or not existing facilities are addressing the current park, recreation, and open space needs of the city.

- **Regional Parks:** Designed to serve the entire city and beyond. A regional park often becomes a premier destination due to its extensive range of facilities and activities. These parks may also encompass regionally significant natural resources. They are planned to accommodate large numbers of visitors for events and are typically located near highways or major arterials to ensure easy access from various parts of the city. The service area for a regional park can extend up to a 50-mile radius, depending on the site's features. The size of these parks can vary significantly, ranging from less than 10 acres to several thousand acres.¹
- **Community Parks:** Designed to provide a wide range of recreational activities, such as athletic fields, sport courts, swimming pools, hiking and biking trails. Additionally, they often host community events, and therefore must provide sufficient parking. They can contribute to the community's identity through their historical context and appeal to all age groups. Community parks should be located near major thoroughfares and typically serve a one to two-mile radius to ensure accessibility to the entire community. Community parks need to be large enough to support various facilities, allow for unstructured recreation, preserve natural areas, and provide room for future growth. The size of these parks generally ranges from 10 to over 50 acres.²
- **Neighborhood "Local" Parks:** These public green spaces are designed to serve specific neighborhoods or communities within a city. They provide a mix of recreational opportunities within easy walking distance of residential neighborhoods. They may not include major recreational facilities or large undisturbed habitats. Amenities may include greenspaces, athletic fields, playgrounds, walking trails, and park benches. Centrally situated in various neighborhoods, they offer safe and convenient pedestrian access for local residents. The size of neighborhood parks are typically smaller, often less than five acres, which is determined by existing physical conditions and availability of land.³
- **Shared Use:** A park may encompass areas or facilities that, while not owned by the City, are maintained by the City under an agreement and made available for public use. Such shared-use areas enhance the community's recreational resources by expanding access to facilities that might otherwise be limited. For instance, a football field owned by a school but adjacent to a city-owned park might be included as part of the park's amenities. Under this arrangement, the City ensures the field is properly maintained, allowing the public to utilize it as if it were a dedicated part of the park itself. This collaborative approach maximizes the use of available land and facilities, providing additional recreational opportunities for the community.

¹ Metropolitan Council. "About Regional Parks and Trails." Accessed June 5, 2024. <https://metro council.org>.

² miraclerecreation. "The Importance of Parks in Your Community." Miracle Recreation, September 24, 2019. <https://www.miracle-recreation.com/blog/benefits-of-parks-in-your-community/>.

³ The Western Planner. "National Report Identifies Strategies to Improve Usage of Neighborhood Parks," November 28, 2018. <https://www.westernplanner.org/2019/articles/2018/11/28/national-report-identifies-strategies-to-improve-usage-of-neighborhood-parks>.



Map 3.1, City of Friendswood Parks, Trails, and Facilities Inventory
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

A Comprehensive Inventory Assessment

The subsequent pages present comprehensive profiles of each city-owned park. These profiles highlight the challenges and prospects at each park, which is crucial for determining the priorities within the parks system. Each profile comprises of the following details:

- Size;
- Park type;
- Surrounding uses;
- Accessibility; and
- Description of existing conditions and potential opportunities.



Photo courtesy of the City of Friendswood

1. Old City Park

Size: 14.7 acres

Park Type: Community

Surrounding Land Uses: Situated north of the Good Shepherd Episcopal Church, east of The Church of Jesus Christ of Latter-day Saints, and west of South Friendswood Drive. This area lies southwest of downtown Friendswood, near Cowart Creek and Stevenson Park. It is predominantly surrounded by residential development.

Accessibility: The main vehicular access point is off of Briarmeadow Avenue, which serves as the primary entrance with parking. Another access point is off Merriewood Drive, closest to the dog park, though street parking is not permitted there. Additionally, there is access from Winding Way Drive, leading to a walking trail and pedestrian bridge, which connects to Stevenson Park.

Existing Amenities: The park features three soccer fields, one of which doubles as a ball field. It is equipped with parking, restroom facilities, picnic tables, BBQ pits, a covered pavilion, a concrete ping pong table, a walking trail, children's play structures, a dog park, and designated nature areas for leisurely exploration. Additionally, a pedestrian bridge over Cowart Creek connects Old City Park to Stevenson Park.

Proposed Enhancements: There is an opportunity to add parking and upgrade the current parking lot with lighting. Public feedback gathered during engagement activities highlighted several suggestions, including the addition of bocce ball courts, agility equipment for dogs, the creation of running trails, and expanding the existing dog park to accommodate more users. According to the pie chart on page 43, which outlines the amenities the community most desires to see improved, trails and the dog park received the highest number of votes. This indicates a strong community interest in enhancing these specific areas to better meet the needs of park users.



Map 3.2, Old City Park

Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood



2. Stevenson Park

Size: 18.0 acres

Park Type: Community

Surrounding Land Uses: The park is located behind Friendswood City Hall, situated along South Friendswood Drive. It's positioned to the northeast of Old City Park and Cowart Creek, to the west of Clear Creek, and within downtown Friendswood.

Accessibility: The main entrance to the park is accessed via South Friendswood Drive. Cedarwood Drive offers access and parking to the north of the park, while Shadwell Lane provides access and parking to the south.

Existing Conditions: Established in 1973 and acquired from the Vincent Stevenson estate, Stevenson Park stands as the City of Friendswood's signature park. This versatile space offers enjoyment for the whole family and hosts the popular "Concerts in the Park" series. Its amenities include a lap pool, lighted gazebo, disc golf course, a large lighted Rotary pavilion, a small lighted Rotary pavilion, four lighted and fenced tennis and pickleball courts, three lighted sand volleyball courts, a lighted outdoor basketball court, a 0.68-mile jogging trail with an improved all-weather, rubberized walking surface, four playgrounds catering to various ages and abilities, a three-section splash pad with different spray features, ample parking, small splash pad pavilion, and a pedestrian bridge connecting to Old City Park.

Proposed Enhancements: Enhancing the park by adding more parking spaces and updating the pool are recommended improvements. Public feedback from engagement activities also highlighted the need to expand the summer camp program, particularly by providing a larger facility to accommodate youth participation. This amenity is highly valued by the community. Additionally, there is strong support for interconnecting the trail system to create a cohesive network throughout the city. Suggestions include establishing a meditation area, installing a rules board for open play at the pickleball courts, and adding trails or sidewalks across and under the bridge at 518 near Winding Way. According to the pie chart on page 43, the playground, trails, and gathering areas are the amenities the community most desires to see improved.



Map 3.3, Stevenson Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

3. 1776 Memorial Park

Size: 34.1 acres

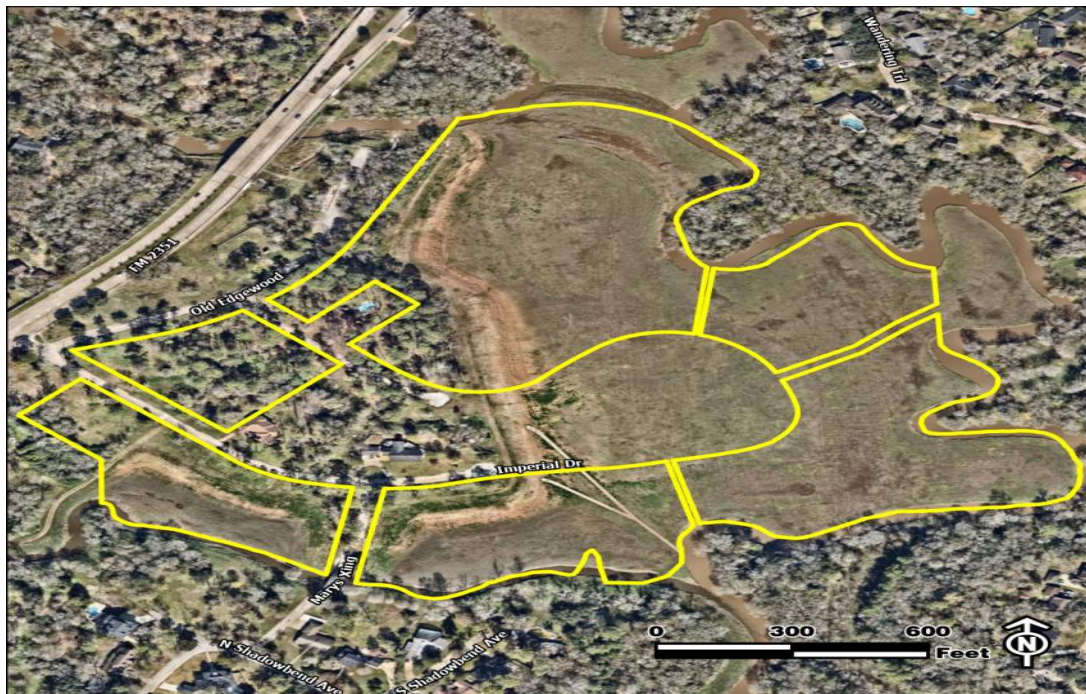
Park Type: Regional

Surrounding Land Uses: Bordered by Clear Creek to the north and south, the park is adjacent to the Imperial Estates subdivision and situated just south of Frankie Carter Randolph Park.

Accessibility: The park is situated off of FM 2351, with access and parking available from Old East Edgewood and Imperial Drive.

Existing Conditions: Dedicated on July 4, 1976, this natural parkland honors all individuals who have served in the armed forces and was generously donated to the city by Mary Louise Fitch Soule and Harold M. Soule. Offering scenic views of nature and wildlife, the park features a canoe/kayak ramp for enthusiasts to explore Clear Creek. Additionally, the park serves as the Harold Whitaker Storm Water Basin.

Proposed Enhancements: Installation of restrooms, addition of lighting and benches, planting of shade trees, development of walking and biking trails, and the creation of bird-watching stations are a few proposed enhancements. Incorporating a treehouse canopy playground could also be an exciting addition, offering a natural play experience that aligns with the park's environment and serves as a unique attraction for the youth.



Map 3.4, 1776 Memorial Park
Map courtesy of EHRA Engineering



Photos courtesy of EHRA Engineering

4. Corporal Steven Schulz Sportspark

Size: 24.4 acres

Park Type: Regional

Surrounding Land Uses: Surrounded by residential development, the park is situated just north of the American Canal, east of Dickinson Bayou, west of FM 528, and south of the Windsor Estates subdivision.

Accessibility: Moore Road provides access to both softball field quadrants and parking for each. The larger softball field quadrant along the west boundary can be accessed from FM 528.

Existing Conditions: This facility contains four lighted adult softball fields, four lighted youth softball fields, concession stands, and restrooms.

Proposed Enhancements: The online survey revealed that the community is interested in having more food trucks as an amenity. Corporal Steven Schulz Sportspark presents an ideal location for food truck vendors, especially during tournaments or sporting events, providing participants with convenient dining options.



Map 3.5, Corporal Steven Schulz Sportspark
Map courtesy of EHRA Engineering



Photos courtesy of EHRA Engineering

5. Leavesley Park Jones Hangar Neighborhood Park

Size: 3.0 acres **Park Type:** Neighborhood

Surrounding Land Uses: North of Chigger Creek, south of Friendswood High School, and residential development surrounds the park.

Accessibility: Located off of Buckingham Drive, just north of FM 528.

Existing Conditions: A historic airplane hangar located on the property was repurposed to serve as a venue for indoor recreation activities and events, and includes on-site parking. Furthermore, it includes outdoor space, numerous shade trees, playground equipment, and outdoor seating.

Proposed Enhancements: A new playground and a kitchen renovation are some proposed enhancements. The online survey showed a strong interest in having a farmer's market, and Leavesley Park Jones Hangar could serve as an excellent venue for hosting indoor and outdoor vendor spaces, as well as a community garden. Additionally, this park could be renovated to accommodate indoor courts for sports like volleyball or basketball.



Map 3.6, Leavesley Park Jones Hanger Neighborhood Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

6. Renwick Park

Size: 24.4 acres

Park Type: Regional - Shared Use

Surrounding Land Uses: North of Westwood Elementary School and Cowart Creek, west of Friendswood Methodist Church, and surrounded by residential development.

Accessibility: The site is accessible from Stadium Lane, which provides ample parking. Additional access is available from Mary Ann Drive.

Existing Conditions: The city-owned portion of the park spans 16.4 acres and features ten lighted multipurpose fields, which are utilized by various youth and adult sports leagues. The park also includes batting cages, a concession stand, and restrooms. Additionally, there is a 7.9-acre shared-use area owned by Friendswood ISD. Under an agreement with the City of Friendswood, this area is maintained by the city and provides additional multipurpose fields available for public use.

Proposed Enhancements: Upgrading the drainage of fields, enhancing lighting, installing better bleachers, and adding more shaded areas are a few suggestions for improvement. The online survey also revealed a strong community interest in increasing the number of bike racks for students biking over from the school.



Map 3.7, Renwick Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

7. Centennial Park

Size: 62.8 acres

Park Type: Regional - Shared Use

Surrounding Land Uses: Centennial Park is situated north of Friendswood Junior High. To the east, there is a commercial area including a gas station along Old Road. Friendswood Fire Station No. 1 is located to the west, while Chigger Creek is north of the park. Additionally, the park is surrounded by residential neighborhoods.

Accessibility: Manison Parkway runs between South Friendswood Drive and Falcon Ridge Boulevard, and leads to the main entrance of the park, which offers ample parking. Additionally, Friendswood Junior High provides adjacent parking for visitors.

Existing Conditions: The city owned portion of the park includes 58.9 acres and features a 3.5-acre stocked retention pond for fishing, which does not require a license. Amenities include two picnic pavilions, a half-mile paved hiking and jogging trail, a playground structure, a concession stand, restrooms, a multi-court basketball pavilion, six lighted soccer fields, one small lighted practice field, two lighted football fields with scoreboards, two lacrosse fields that double as dry detention ponds, a four-lane recreational track, and the Evelyn B. Newman Amphitheater, which seats 186 people. A popular event is the summer movie nights in the park. There is a 3.9-acre shared-use area owned by Friendswood ISD. Under an agreement with the City of Friendswood, this area is maintained by the city and provides additional multipurpose fields available for public use.

Proposed Enhancements: According to feedback gathered from public engagement exercises, there have been numerous requests for additional goals and backstops. Upgrading to turf fields would accommodate lacrosse and other sports. Additionally, the community has expressed a need for a simpler process to sign up for field rentals, more frequent repainting of fields, and increased availability of open fields. The playground and soccer fields have been identified as the top priorities for improvement, with the community also expressing a desire to enhance the existing amphitheater.



Map 3.8, Centennial Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood and
EHRA Engineering

8. Lake Friendswood Park

Size: 43.5 acres

Park Type: Community

Surrounding Land Uses: Lake Friendswood Park is located within the West Ranch Subdivision, west of the Westwood Subdivision and north of Florence Campbell Elementary School.

Accessibility: Taking West Boulevard to Davis Prairie Lane leads to the entrance of the park, which provides parking. Another trailhead is located off of West Viejo Drive, however street parking is not permitted.

Existing Conditions: Lake Friendswood Park is the newest park in the City of Friendswood and includes a 33-acre stocked lake, two fishing docks, one kayak and canoe launch, a pavilion with four picnic tables, restrooms, benches, small barbecue pits, and a one-mile trail with adult fitness equipment stations that borders the lake.

Proposed Enhancements: The online survey highlighted an interest in enhancing the trails, boardwalk, and dock around the lake. Feedback from public engagement meetings suggested extending park hours, adding parking, and constructing additional fishing piers to help disperse crowds. There were also requests for separate bike lanes from runners/walkers on the trail, the addition of a playground, and the preservation of lake views for residents. To further improve the lake, suggestions included providing kayak and paddle board rentals, increasing safety measures, and restocking the lake with more fish.



Map 3.9, Lake Friendswood Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

9. Activity Building

Size: 2.1 acres

Park Type: Community

Surrounding Land Uses: The Activity Building is located in downtown Friendswood amidst residential and commercial areas. It is positioned north of Bryan & Bryan Inspections, east of the Friendswood Public Library, and south of the Masonic Lodge.

Accessibility: Access to the building is available from both East Spreading Oaks Avenue and Morningside Drive, with parking available along both streets.

Existing Conditions: The Activity Building serves as the hub for the Friendswood Senior Citizen Program and offers fitness classes and meeting room facilities for the entire community.

Proposed Enhancements: The Activity Building is an ideal location for hosting a biweekly or monthly Farmer's Market. Conveniently located in downtown Friendswood, the Activity Building offers easy access and ample parking. Additionally, the large vacant parking lot behind the Activity Building can comfortably accommodate both vendors and customers. Further suggestions from the online survey include upgrading the Activity Building to include meeting spaces for social activities, dancing, and indoor athletic courts for basketball, volleyball, pickleball, and table tennis. There was also interest in offering cooking and crafting classes.



Map 3.10, Activity Building
Map courtesy of EHRA Engineering



Photos courtesy of EHRA Engineering



10. Lance Corporal Wesley J. Canning Park

Size: 13.7 acres

Park Type: Community-Shared Use

Surrounding Land Uses: Cowart Creek runs along the northern border of the park, while commercial establishments are situated to the south. Residential neighborhoods encompass the park from the east and west.

Accessibility: The park has access points along Baker Road, and Stonewall Pass Road. However, there is no designated paved parking area; visitors typically park on the grass.

Existing Conditions: This is a shared-use park owned by the Clear Creek Drainage District, but maintained by the City of Friendswood. This park functions as a dry detention basin and features a 0.9-mile walking path equipped with benches, trash cans, and dog waste stations. It also serves as a memorial to Lance Corporal Wesley J. Canning, a courageous Marine who sacrificed his life during Operation Iraqi Freedom.

Proposed Enhancements: Several suggestions gathered from public input include installing a bike trail around the drainage basin, using either concrete or crushed granite. Additionally, the basin could accommodate practice fields. The site would also benefit from the addition of parking facilities and a restroom.



Map 3.11, Lance Corporal Wesley J. Canning Park
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

11. Bay Area Park

Size: 53.1 acres

Park Type: Community

Surrounding Land Uses: Clear Creek borders the park on the north and west sides, while a municipal wastewater treatment facility, owned and operated by the Gulf Coast Waste Disposal Authority, is located to the south. Residential developments lie to the east of the park.

Accessibility: The park is accessed from Bay Area Boulevard.

Existing Conditions: This 46.8-acre park remains undeveloped, preserving its natural wooded landscape, with a serene pond located at its center. Initially donated to the City by the West Ranch Management District for a future flood control project, the site has since been expanded through the acquisition of 3.4 acres funded by drainage bonds. Efforts are ongoing to secure an additional 3.1 acres, bringing the total to 53.1 acres for the flood control project.

Proposed Enhancements: Suggestions from the online survey include adding dog-friendly trails, hiking and biking paths, a kayak/canoe launch near Clear Creek, as well as benches and restrooms along the trails. The pond in the center of the park could be developed into a stocked fishing pond with fishing docks and additional canoe/kayak launch areas. This park also presents a prime opportunity to create a botanical garden, another highly desired amenity according to the survey.



Map 3.12, Bay Area Park

Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood

12. Forest Bend Walking Trail

Size: 23.2 acres

Park Type: Community-Shared Use

Surrounding Land Uses: Located within the Forest Bend Subdivision, Clear Creek borders the Forest Bend Walking Trail to the west. The Clear Creek Community Church is situated to the south, with some commercial development to the east. Friendswood Fire Station No. 3 and the Forest Bend Civic Building are located to the north, near the entrance to the park, and share a parking lot.

Accessibility: The park is adjacent to FM 528, with the main entrance located off of Townes Road, which includes parking.

Existing Conditions: The Forest Bend Walking Trail is a shared-use park owned by the Forest Bend Homeowners Association but maintained by the City of Friendswood. This park serves as floodplain storage and provides a range of recreational opportunities, including a 0.6-mile concrete trail, open space, and park benches. Additionally, the park features a basketball court and a community pool; however, these facilities are exclusively maintained by the Homeowners Association.

Proposed Enhancements: Recommended improvements along the trail include adding water fountains, refurbishing some of the park benches, repairing the pedestrian bridge that crosses the creek, and fixing sections of the sidewalk.



Map 3.13, Forest Bend Walking Trail
Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood and EHRA Engineering

13. Lundy Lane Park

Size: 24.7 acres

Park Type: Community

Surrounding Land Uses: The tract for the future Lundy Lane Park (*name is subject to change*) is positioned east of the Friendswood Fire Station #2 and The Harbor Non-Denominational Church. Residential development envelops the rest of the tract.

Accessibility: Currently, there is no direct access to this tract. However, potential access points could be developed from El Dorado Drive to the east, FM 528 to the west, and either Country Club Drive or Mission Circle to the north.

Existing Conditions: The future Lundy Lane Park in the City of Friendswood is currently an undeveloped tract of land characterized by dense trees and a triangular pond at its center. Although the park currently lacks access, there is potential for a shared-use partnership with The Harbor Non-Denominational Church to utilize their parking facilities. This partnership could also support the development of a connecting road, providing convenient access to the park.

Proposed Enhancements: This park would be an ideal location to achieve several objectives outlined in Chapter 2 of this plan, including the construction of a new swimming pool, a skate park, and a BMX bike park. It could also accommodate additional practice fields for football, soccer, lacrosse, and tennis/pickleball courts, fulfilling the community's need for additional recreational facilities.



Map 3.14, Lundy Lane Park

Map courtesy of EHRA Engineering



Photos courtesy of the City of Friendswood



Parks Needs Assessment

As discussed in Chapter 2, public engagement is crucial for identifying community needs for park facilities and programming. A preliminary evaluation was conducted, as described in the previous section, to determine the types of parks and recreational opportunities considered valuable in Friendswood. This demand-based assessment reflects preferences expressed by the community during stakeholder meetings and a public survey. These engagement strategies helped to identify a variety of desires and concerns within the community. Key themes that emerged consistently during these meetings and throughout the planning process are outlined in the following sections.

In-Person Meeting Input - Parks

The following graphs illustrate the types of amenities the community most wishes to see improved in the parks listed below. Feedback was consolidated from the three in-person public engagement meetings held on the following dates:

1. January 26, 2024 - First meeting at the Public Library.
2. January 30, 2024 - Second meeting at the Senior Activity Center.
3. January 31, 2024 - Third meeting at the Public Library.

Figure 3.1 Stevenson Park

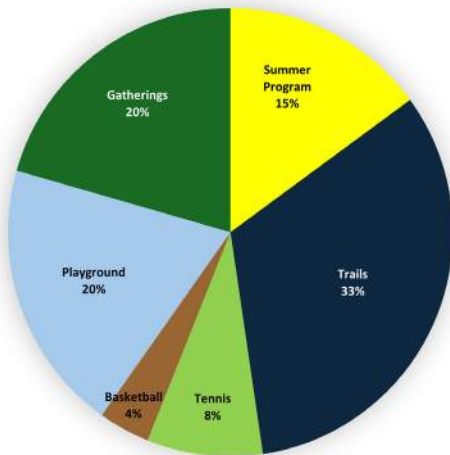


Figure 3.3 Old City Park

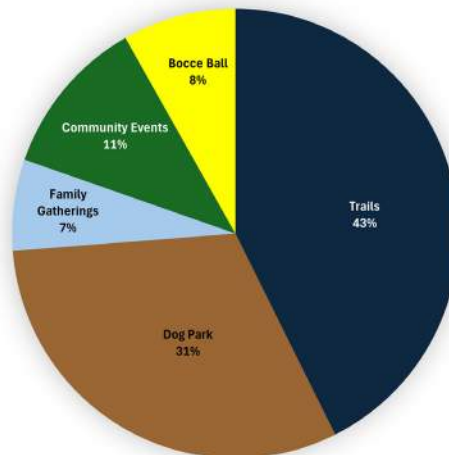


Figure 3.2 Centennial Park

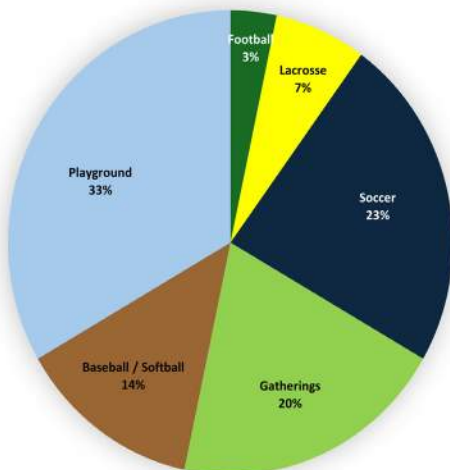
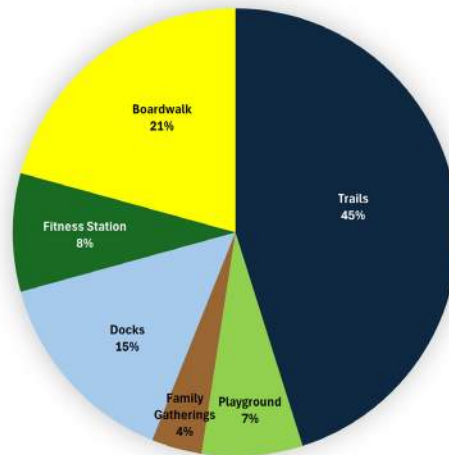


Figure 3.4 Lake Friendswood Park

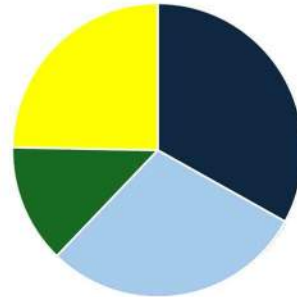


Online Survey Input - Parks

The following online survey questions highlight the community's preferences, needs, and priorities for the development and enhancement of park facilities.

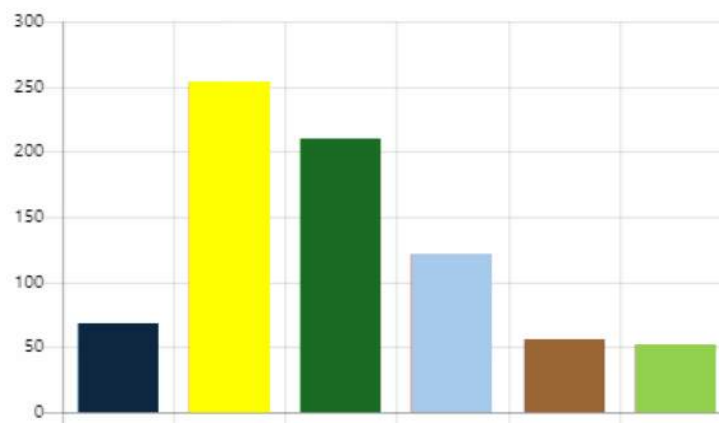
6. How do you currently use parks in the area?

Run / Jog / Walk	518
Leisure	457
Group events	205
Family time	387



8. In the past year, how often have you / member of your household used parks in the area?

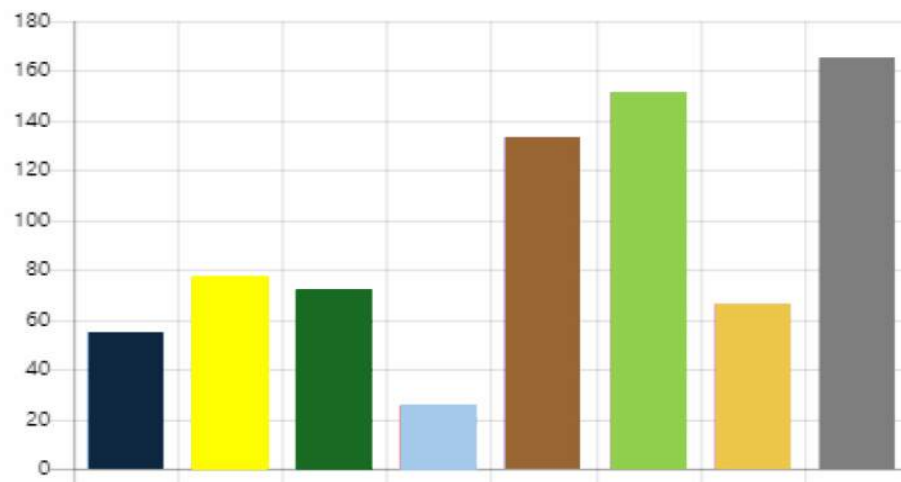
Daily	68
Weekly	254
Monthly	210
At least once in previous 3 mo...	121
At least once in previous 6 mo...	56
Once a year or less	52



Online Survey Input - Parks (Continued)

10. What hinders you from utilizing parks within the study area more often?

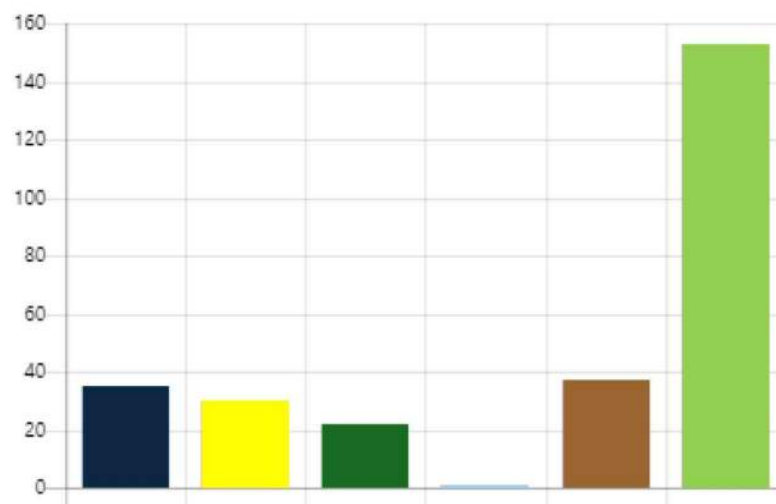
Not aware of parks	55
Amenities are lacking or not w...	77
Amenities outdated or in need...	72
Not interested in Parks	25
Facilities get overly crowded	133
Safety issues / concerns	151
No parking or access	66
Other	165



Online Survey Input - Parks (Continued)

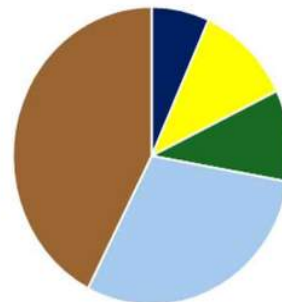
16. In the past 12 months, have you used the Leavesley Park Jones Hangar for:

Summer Program	35
Banquet	30
Dance classes	22
Quinceanera	1
Playground	37
Other	153



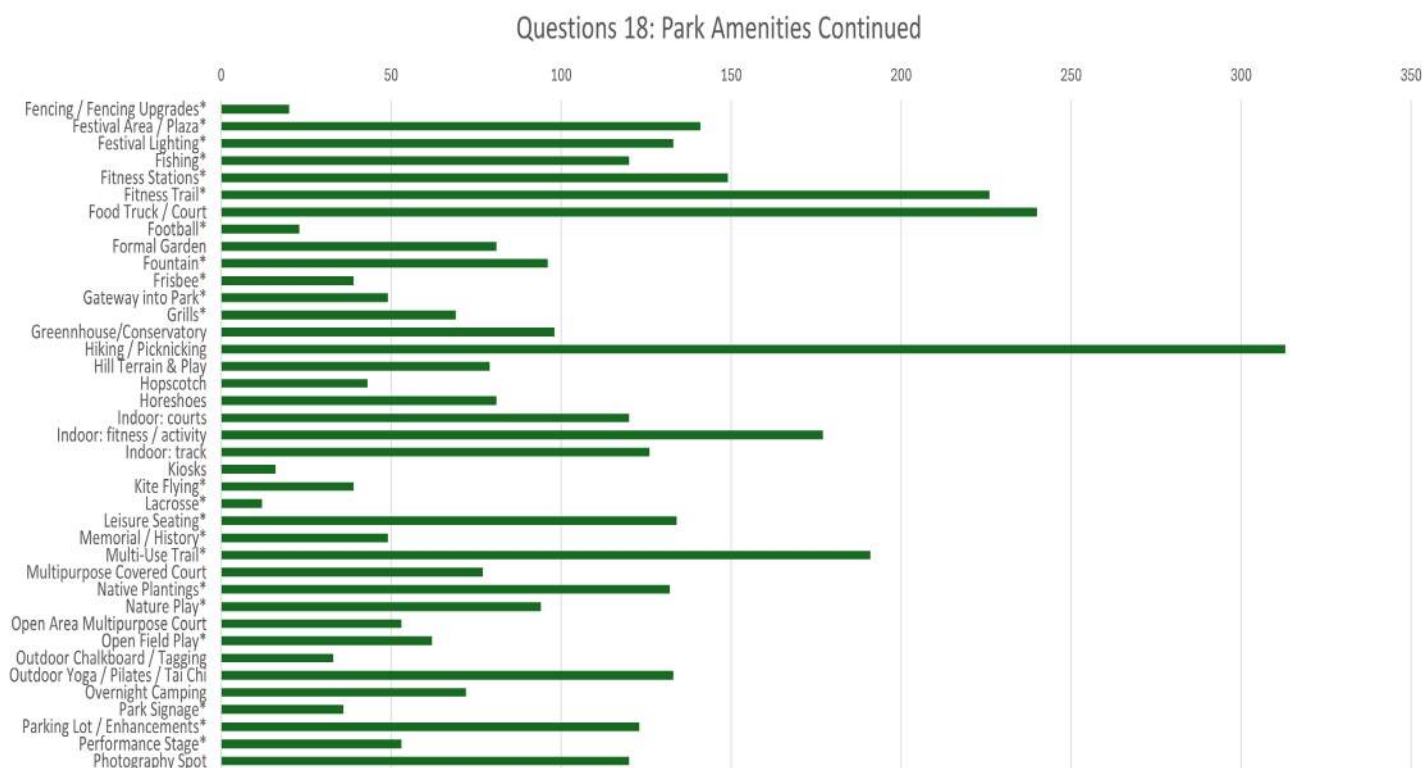
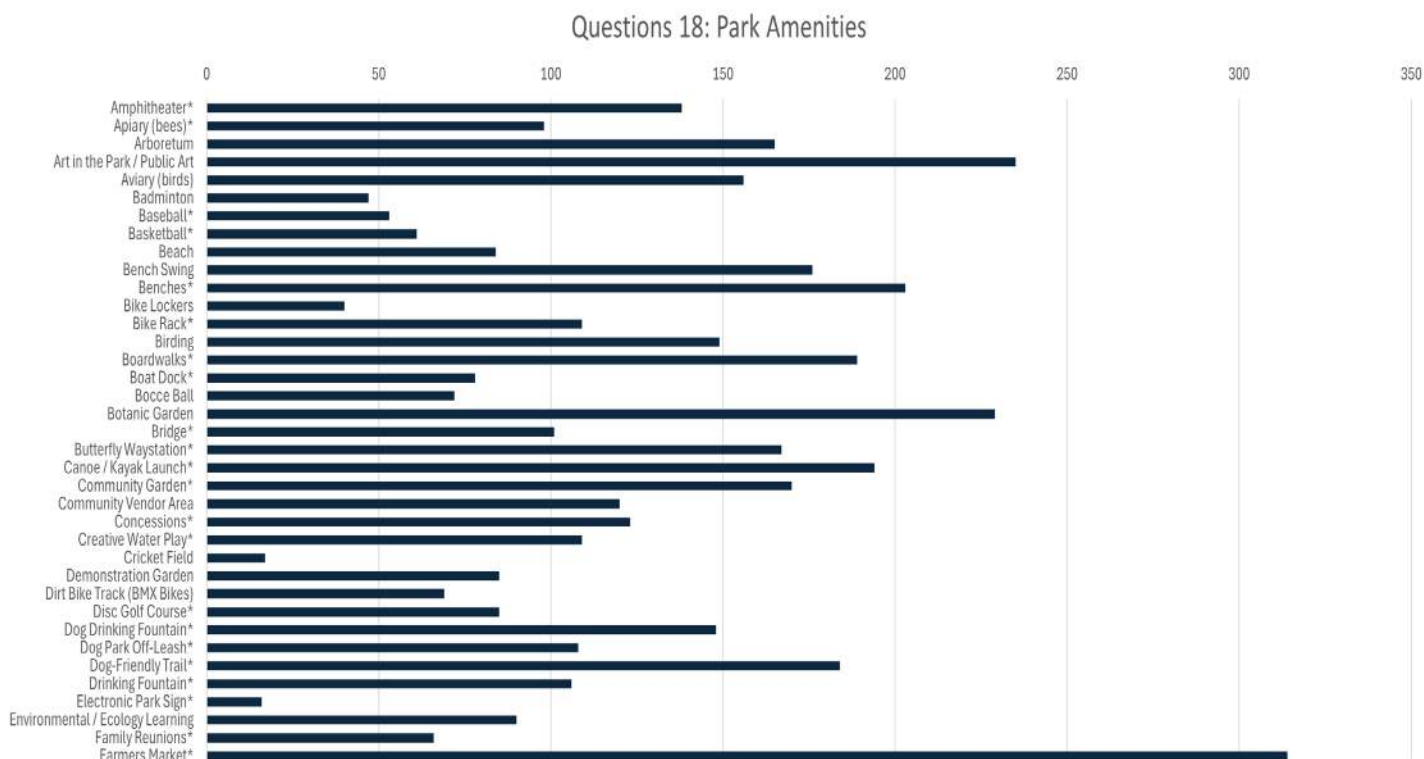
17. In the past 12 months, have you used the City Pool at Stevenson Park for:

Swimming Team	23
Swimming Lessons	38
Youth Summer Programs	34
Family Event	102
Other	145



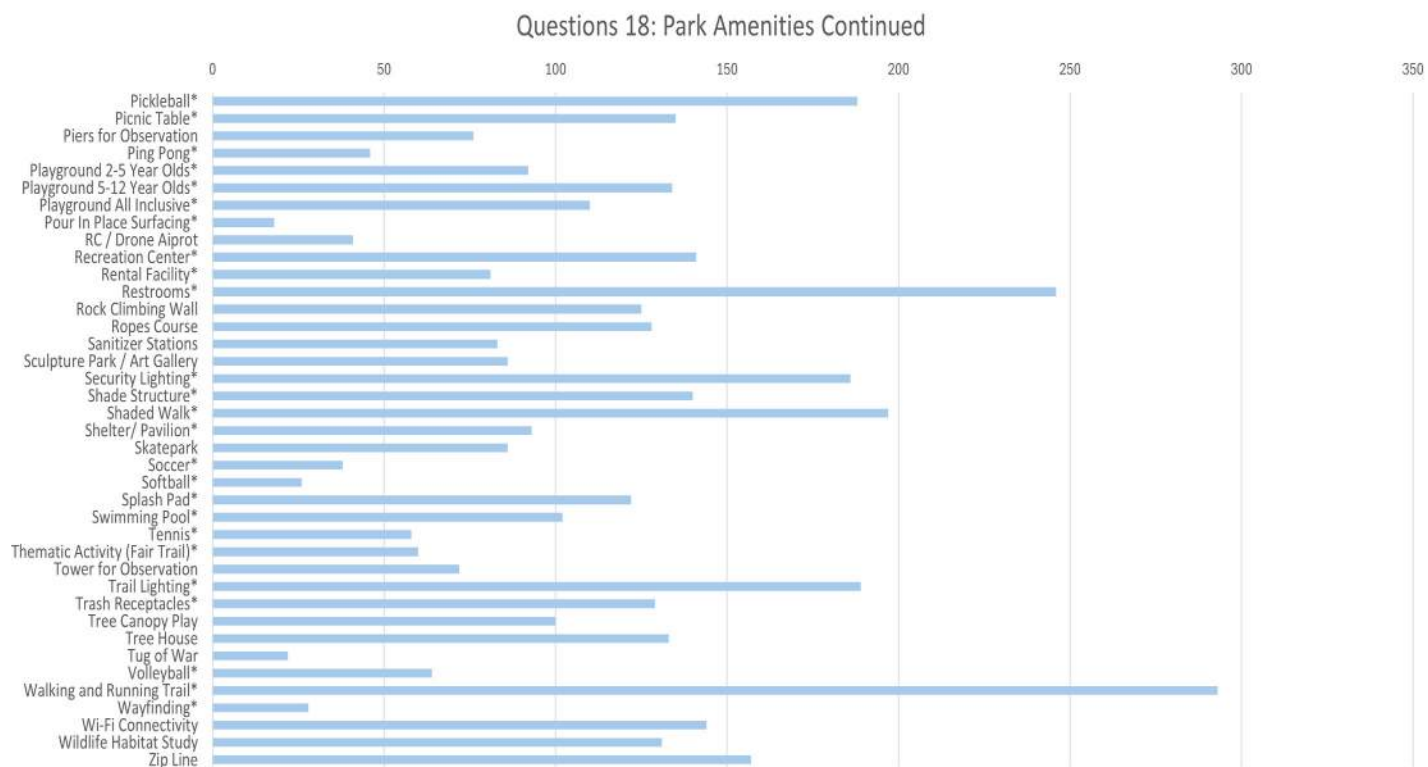
Online Survey Input - Parks (Continued)

18. Identify the amenities you would like to see more in improvements and planning of future and current parks. "*" indicates amenities offered in parks today. Select all that apply:



Online Survey Input - Parks (Continued)

18. Identify the amenities you would like to see more in improvements and planning of future and current parks. "*" indicates amenities offered in parks today. Select all that apply:



Parkland Acreage Level of Service

The parkland acreage level of service analysis assesses the amount of parkland in the City as a ratio of acreage to population, determining if the current and future acreage is sufficient to serve the population. The analysis, detailed in Figure 3.1, ensures that adequate parkland is allocated for community outdoor recreation needs and aids in future parkland planning and acquisition.

To establish an appropriate level of service for Friendswood, “target” levels were developed and incorporated into this Plan, reflecting the community’s usage patterns and interests. Currently, Friendswood has approximately 292.9 acres of city-owned parkland and 48.7 acres of shared-use parkland, totaling 341.6 acres. This equates to a level of service of 8.2 acres per 1,000 residents. However, with anticipated population growth, this ratio is expected to decline to 6.9 acres per 1,000 residents by 2030 and further decrease to 5.8 acres per 1,000 residents if the population reaches its max capacity at 58,000.

The 2024 National Recreation and Park Association (NRPA) Agency Performance Review indicates that the typical park and recreation agency has 10.6 acres of parkland per 1,000 residents. Based on this benchmark, the City of Friendswood is close to the target level of service but faces a current deficit of 91.2 acres. By 2034, to meet the recommended parkland acreage for a projected population of 49,408, Friendswood will need an additional 180.9 acres.

Given limited land availability, rather than acquiring large new parkland areas, the City should focus on developing and maintaining existing parkland to high standards and ensuring it is well-distributed throughout the City. Identifying and converting undeveloped tracts unsuitable for other development into parkland could also be beneficial.¹

Figure 3.1 Parkland Level of Service in the City of Friendswood

Park Classification	Existing Level of Service (LOS)				Recommended LOS (2024)			Recommended LOS (2034)	
	Acreage (City Park)	Acreage (Shared Use)	Total Existing Acreage (2024)	Current LOS (based on 40,833 population)	Recommended Target LOS (2024-2034)	Recommended Acreage (2024)	Surplus / Deficit Acreage (2024)	Recommended Acreage (based on 49,408 population)	Surplus / Deficit Acreage (2034)
Regional Parks	133.8	11.8	145.6	3.6 Ac./1,000 Residents	6.1 Ac. / 1,000 Residents	249.1	103.5 Ac. Deficit	301.4	155.8 Ac. Deficit
Community Parks	156.1	36.9	193	3.4 Ac./1,000 Residents	4.3 Ac. / 1,000 Residents	175.6	17.4 Ac. Surplus	212.5	25.9 Ac. Deficit
Neighborhood Parks	3.0		3.0	0.1 Ac./1,000 Residents	0.2 Ac. / 1,000 Residents	8.1	5.1 Ac. Deficit	8.6	5.6 Ac. Deficit
Overall Acreage	292.9	48.7	341.6	8.2 Ac. / 1,000 Residents	10.6 Ac. / 1,000 Residents	432.8	91.2 Ac. Deficit	522.5	180.9 Ac. Deficit

¹ “2024 NRPA Agency Performance Review,” n.d., pg 5 <https://www.nrpa.org/siteassets/research/2024-agency-performance-review.pdf>.

Park Accessibility

In addition to overall acreage, the location of parks is equally important. Although the City owns 341.6 acres of parkland, not all residents have easy access to these parks. Different types of parks and recreation amenities serve distinct functions and have varying service areas. Therefore, regional, community and neighborhood parks will be analyzed separately in the following sections.

Regional Park Accessibility

Regional parks are designed to serve the entire city and its surrounding areas. They host large-scale events, tournaments, and various activities. Due to their expansive size, diverse amenities, and potential access challenges arising from their location beyond city limits, a service area of five miles has been designated for these parks, as illustrated in Map 3.15.

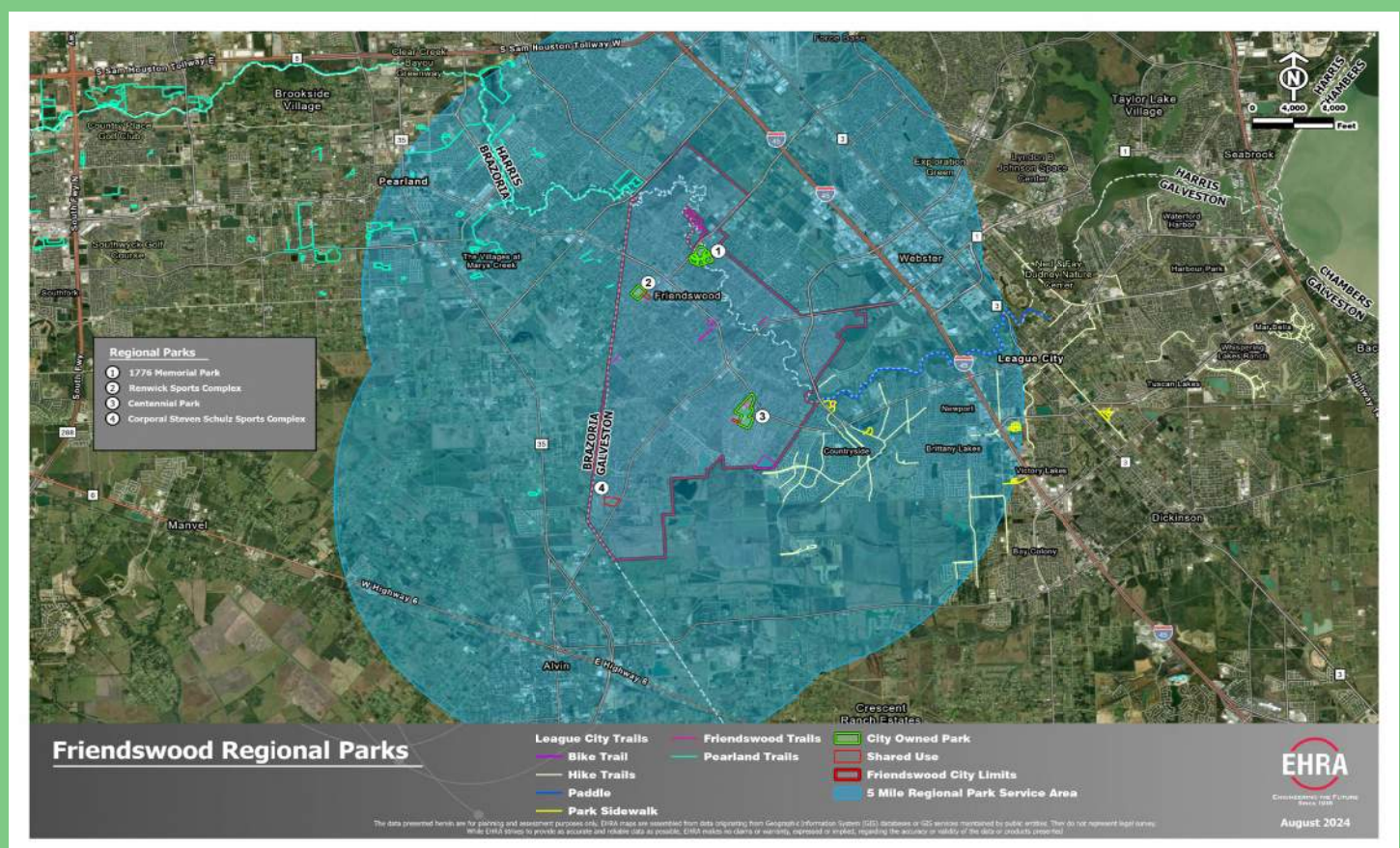
Regional Park Need Areas

Regional parks can attract visitors from areas outside the City of Friendswood. However, residents have expressed concerns about safety and overcrowding in these parks. To address safety issues, it is essential to ensure parks are not isolated, as isolation can attract crime.

Enhancing parks by planting trees and building shade structures can provide protection from the heat. Maintaining playground equipment and reinforcing it with shock-absorbent materials can help diffuse the impact of falls and prevent serious injuries.

To manage overcrowding, some residents suggest adjusting park hours or implementing entry fees to encourage visits during off-peak times. Additionally, promoting multimodal transportation options such as shuttles and multi-use paths can reduce vehicular congestion. Encouraging biking and walking can also help alleviate traffic and parking issues.

Map 3.15: City of Friendswood Regional Parks Service Area



Community & Neighborhood Park Accessibility

Community parks cater to several neighborhoods or a specific portion of a city, providing amenities for users within a one-mile service area, whether they walk or drive. In contrast, neighborhood parks are typically located centrally within a neighborhood or a cluster of smaller neighborhoods they aim to serve. Due to their proximity, these parks are often accessed on foot and should be easily reachable within a one-quarter-mile (ideal) or one-half-mile (standard) radius, accommodating reasonable walking distances for people of all ages.

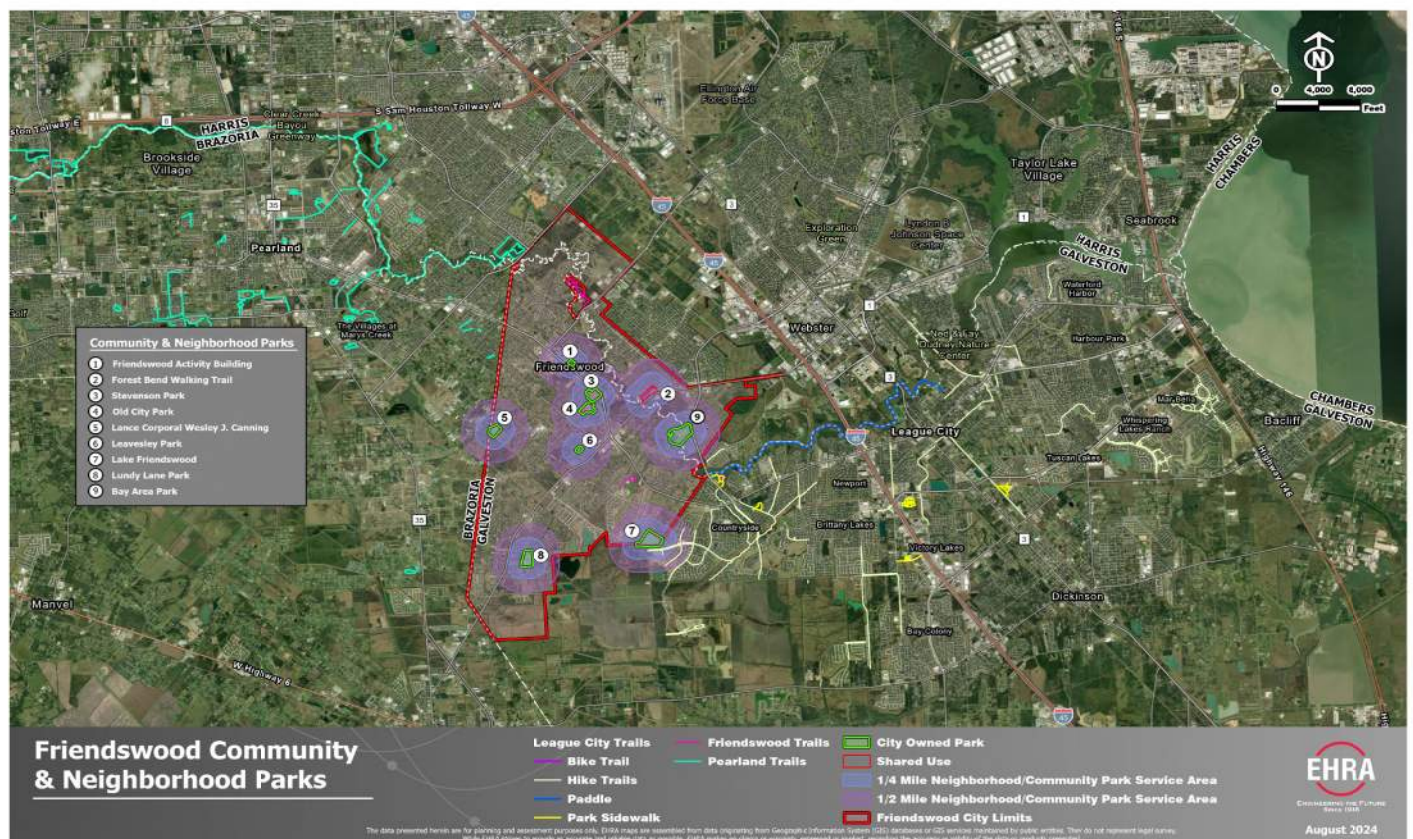
Map 3.16 illustrates the locations of parks 1-8 and highlights areas within the city that lack adequate park access. If the city can acquire property for conversion into parkland, specific areas have been identified to fill existing service gaps. For example, the area below parks 7 and 8 could benefit from a new park, as well as an area just south of park 6. Additionally, the region north of park 1 is another suitable location for a new park, which would enhance coverage and create a continuous service area in this region.

Summary of Park Needs & Community Feedback

Further community feedback indicated that many amenities were deficient, outdated, or not properly functioning. High-quality facilities are essential for improving the quality of life in the community, instilling a sense of ownership, and fostering community pride.

To address these concerns, it is important to evaluate the results of question 17 on page 46 which reveal that family events were the primary reason residents visited Stevenson Park. This highlights the importance of ensuring Stevenson Park and other similar parks are well-equipped to host events. Providing ample seating and shaded areas by installing benches, picnic tables, and pergolas will accommodate attendees. Ensuring clean restrooms with baby changing stations is also important. Furthermore, question 18 on pages 47-48 identify the types of amenities most desired for improvement or to be offered in parks. Finally, utilizing social media, local newspapers, and community boards to promote family events can encourage greater participation and community engagement.

Map 3.16: City of Friendswood Community and Neighborhood Parks Service Area



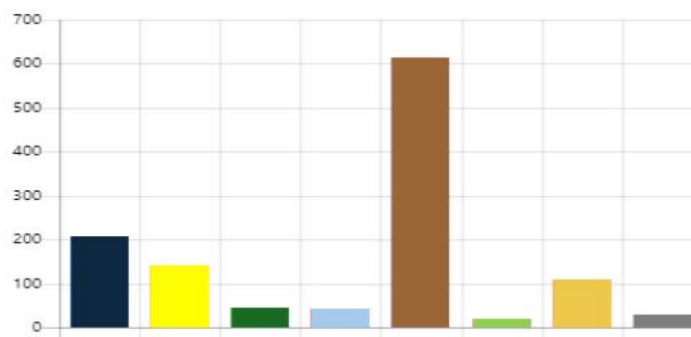


Online Survey Input - Trails

The following online survey questions were selected to illustrate the results relevant to the trails system. These questions were carefully chosen to highlight the community's preferences, needs, and priorities for the development and enhancement of trail facilities.

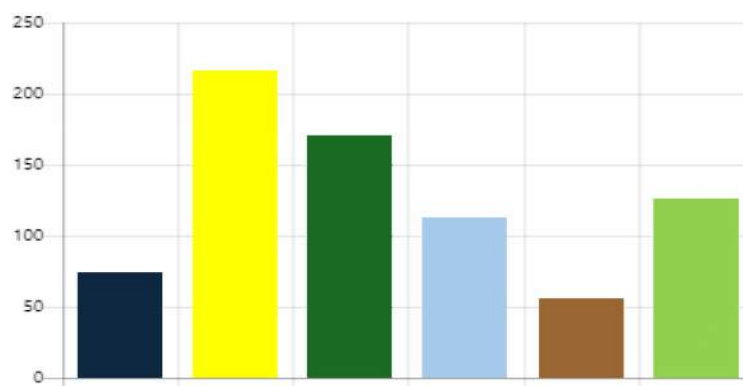
5. How do you currently use trails in the area?

Run / jog	206
Cycling for leisure	141
On-road cycling	43
Off-road cycling	40
Walking	613
Alternate to driving	18
Don't Use	109
Other	29



7. In the past year, how often have you / member of your household used trails in the area?

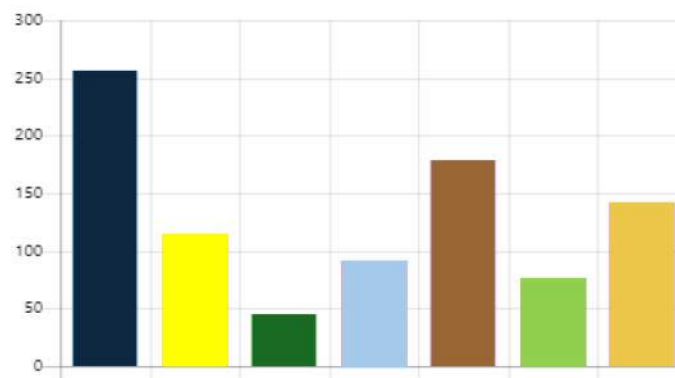
Daily	74
Weekly	216
Monthly	170
At least once in previous 3 mo...	113
At least once in previous 6 mo...	56
Once a year or less	126



Online Survey Input - Trails (Continued)

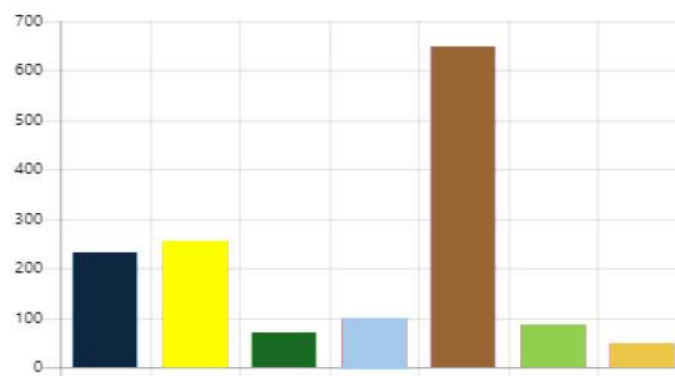
9. What hinders you from utilizing trails within the study area more often?

Not aware of trails	257
Don't go where I want	115
Not interested in Trails	45
No easy access	90
Safety issues / concerns	179
No parking or access	76
Other	142



11. If more trails in the area were built, how would you utilize them?

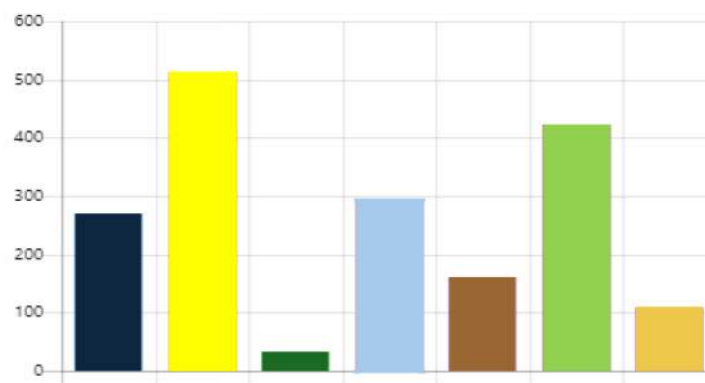
Run / jog	233
Cycling for leisure	256
On-road cycling	71
Off-road cycling	95
Walking	649
Alternate to driving	86
Do not use trails	49



Online Survey Input - Trails (Continued)

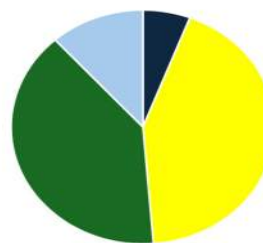
12. If using trails to reach a destination, what types of places would you like to connect to?

Grocery Store	270
Park	512
Work	34
Retail Shopping	292
School	162
Restaurant	422
Don't Use	108



13. How would you rate your overall satisfaction with the existing trail system within the study area?

Excellent	41
Good	303
Needs Improvement	280
Poor	82



Online Survey Input - Trails (Continued)

14. In order to develop more trails within the City, I would support the following:

● Increase in local taxes	225
● Volunteer building	315
● Volunteer / Organizational ma...	464
● I don't want trails	70



Trails Safety, Accessibility, & Needs Assessment

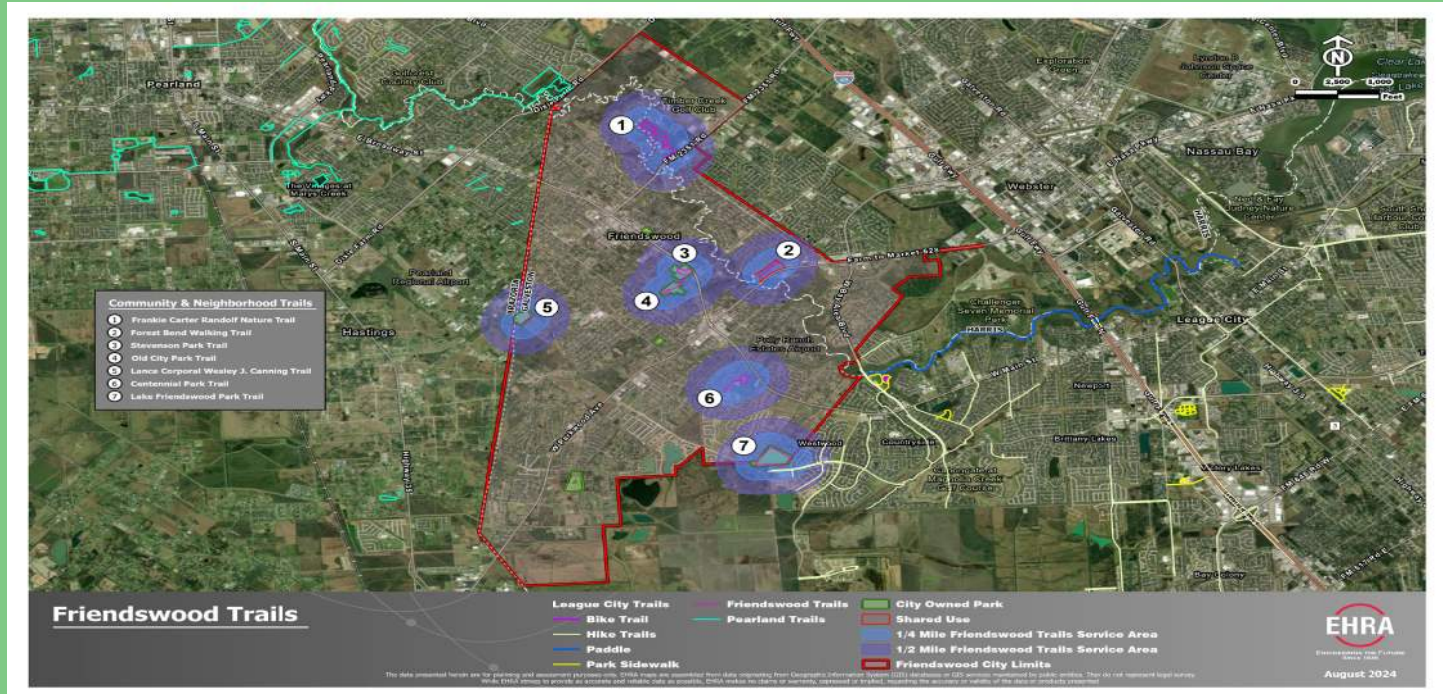
Trails offer multigenerational recreational opportunities, promote health, enhance overall quality of life, and provide alternatives to vehicular transportation. Access to trails has become increasingly important for communities nationwide as people seek healthier lifestyles. Walking trails, designed for pedestrian and bicycle use, typically serve an area within a one-quarter to one-half mile radius.

Map 3.17 depicts the trails within the City of Friendswood, including a half-mile and quarter-mile service area buffer. The southwestern part of the city currently lacks a trail system; however, this area includes the Corporal Steven Schulz Sports Complex and the future Townes Center Park. Establishing a trail network connecting these parks or within Townes Center Park would be beneficial. Similarly, the northwestern area between parks 1 and 4 is another suitable location for a trail system to enhance connectivity. Additionally, developing a trail system along Clear Creek could effectively link the northern and southern regions of the city.

Results from the online community survey, shown on pages 53-56, indicate that while current trails are in good condition, they still need improvement. They are primarily used for walking and running, with most users utilizing them on a weekly basis. This high usage highlights the importance and demand for trails in the community. Question 9 asked respondents what hinders them most from using the trail system, and the top responses were unawareness, safety concerns, and lack of connectivity to desirable locations. To address these issues, the City could install more wayfinding signage, post trail locations and maps on the city's website, and provide information on how to access trails and where to park. When designing new trails, following natural contours on side-slopes can help shed water effectively, making the trails more sustainable.

Retrofitting trails with lighting, installing trail furnishings and mileage markers, and implementing a neighborhood watch program can significantly enhance both safety and the overall experience for users. Enlisting local running clubs to adopt a trail route and regularly report issues like litter, burnt-out lights, or suspicious activity would further contribute to these improvements. Furthermore, improving safety along streets can be achieved by installing separated bike lanes and sidewalks with sufficient buffers between the street and pedestrians. Question 12 indicated a strong desire for trails to connect to other parks and shopping areas, including restaurants. Making more meaningful trail connections will lead to an improved experience for users. Additionally, respondents showed a preference for developing trails through volunteer work rather than raising taxes, indicating community support for hands-on involvement in trail development.

Map 3.17: City of Friendswood Trail Service Areas





Activity Building

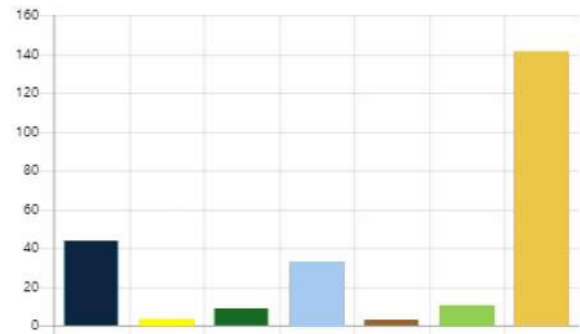
The site of the Activity Building holds potential to be transformed into a state-of-the-art recreation facility. This new facility could include a variety of indoor recreation options such as a track, a new swimming pool, courts for basketball, volleyball, pickleball, fitness rooms, meeting spaces, workout classes, and even rock climbing. The proposed plan for this transformation would involve three key steps:

1. Demolition of the Existing Structure
2. Land Assessment and Facility Programming
3. Construction of the New Facility

The Activity Building presents a unique opportunity to greatly enhance the community's recreational offerings. By replacing the existing structure with a modern facility that includes a wide range of amenities, it will aim to meet the diverse needs of residents and enrich their quality of life.

15. In the past 12 months, have you used the Activity Building for:

Senior Club	44
Indoor Pickleball	3
Board Games	9
Yoga	32
Square Dancing	3
Card Games	10
Other	141



Parks Master Plan

City of Friendswood

Parks and Trails Action Plan



Action Plan

Goal 1: Construct a cutting-edge recreation center

Objective 1.1. *Provide the community with a recreation center that meets public demand and offers access to activities and programs tailored to the community's interests*

ACTION 1.1.1. Hire a design firm

ACTION 1.1.2. Include public feedback in design development

- An online public survey was conducted and made available online to stakeholders and the general public from January 26, 2024, to February 9, 2024 (see page 9, Chapter 1).
- The survey gathered feedback on the use of the Activity Building, which currently serves as the community's senior citizen center. According to the results, 58% of respondents selected "other" as their primary use of the building, followed by 18% for "senior club," 13% for "yoga," 4% for "card and board games," and 1% for "square dancing" and "indoor pickleball" (see page 59, Chapter 3).
- The survey, along with in-person public engagement activities, also identified several desired amenities for the recreation center. Popular suggestions included public art installations, outdoor yoga, pilates, tai chi, an indoor track, fitness activities, indoor courts, a food truck court, volleyball, a swimming pool, a splash pad, a rock climbing wall, restrooms, pickleball and basketball courts, dance classes, social activity spaces, summer camp classes, and rental spaces (see page 47, Chapter 3).

ACTION 1.1.3. Plan transition of activities from existing facilities to new recreation center

ACTION 1.1.4. Apply for grants

- Local Parks Grants¹ are administered by the Texas Parks and Wildlife Department. These grants support the development of local parks, including outdoor and indoor recreation facilities.

Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks

Objective 2.1: *Provide restroom facilities that meet public demand, adhere to safety standards, and comply with ADA requirements*

ACTION 2.1.1. Conduct site visits

- EHRA conducted site visits with the City of Friendswood to evaluate the existing restroom facilities.

ACTION 2.1.2. Prioritize parks

The following parks are prioritized based on the need for restroom facilities, as outlined in the recommendations listed in Chapter 3.

- 1776 Memorial Park
- Lance Corporal Wesley J. Canning Park
- Bay Area Park
- *Lundy Lane Park (*name subject to change*) - park accessed via Lundy Lane

ACTION 2.1.3. Identify funding sources and set budget for each park

ACTION 2.1.4. Create maintenance schedule

¹ "Local Parks Grants — Texas Parks & Wildlife Department." Accessed August 20, 2024. <https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants>.



Goal 3: Establish a trail network that connects parks, schools, and business hub centers

Objective 3.1: Create a walkable community throughout the City of Friendswood

ACTION 3.1.1. Map potential new trail routes by identifying key connection points using the existing parks & trails map found on page 28 of Chapter 3, and integrate with existing infrastructure

- The City of Friendswood has an average walk score of 23 out of 100. Downtown Friendswood has a walk score of 66 out of 100 and a bike score of 44 out of 100. This score indicates some errands can be accomplished on foot with minimal bike infrastructure.⁴
- The City should evaluate a partnership with TxDOT to evaluate existing and ongoing projects, and coordinate efforts to incorporate trails. This partnership would actively support the integration of bicycle and pedestrian accommodations into future infrastructure plans.

ACTION 3.1.2. Identify trail segments requiring alignments through parks, along watercourses, utility /pipeline easements

ACTION 3.1.3. Identify Public Works projects to combine the trail network with improvements

ACTION 3.1.4. Ensure accessibility and safety

ACTION 3.1.5. Explore grants and funding opportunities

- Recreational Trail Grants:¹ administered by the Texas Parks & Wildlife Department, these grants are funded by the Federal Highway Administration. They can cover up to 80% of project costs, with a maximum of \$300,000 for non-motorized trails and \$500,000 for motorized trails.
- Texas Recreation Trail Fund:² supports the construction of new recreation trails, improvement of existing trails, development of trailheads, and acquisition of trail corridors. Grants range from \$4,000 to \$200,000.
- Traffic Safety Grants:³ administered by the Texas Department of Transportation, these grants can be utilized for projects that improve pedestrian and cyclist safety, including trails. Individual award amounts vary, however up to \$35,000,000 is available in total funding. The FY 2025 project period is October 1, 2024 through September 30, 2025.

¹ "Recreational Trails Grants — Texas Parks & Wildlife Department." Accessed August 20, 2024. <https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants>.

² "Recreation Trails | Instructions for Completing the Grant Application." Texas Parks & Wildlife Department Recreation Grants Branch, November 2012. https://tpwd.texas.gov/publications/pwdforms/media/pwd_1067_p4000_trails_grant_application_instructions.pdf.

³ "Grants and Funding." Accessed August 20, 2024. <http://txdot.gov/en/home/business/grants-and-funding.html>.

⁴ Walk Score. "Friendswood TX." Accessed October 2, 2024. <https://www.walkscore.com/score/city-of-friendswood>.

Objective 3.2: *Promote the trail network to encourage community use and awareness*

ACTION 3.2.1. Develop maps and a Park Guide

- Design a pamphlet that includes an inventory of the existing parks and trails within the City of Friendswood and location on a map (see pg. 28, Chapter 3).

ACTION 3.2.2. Install signage

- Installing signage and wayfinding systems in parks helps visitors easily find park entrances and parking lots or unique park features such as scenic viewpoints, historical landmarks, or recreational facilities. Examples of signage can be seen in Figure 1.
- In the event of an emergency, clearly marked signage with location names and points of reference can help visitors report their exact location for faster emergency response.

ACTION 3.2.3. Launch promotional campaign

- Utilize campaign channels such as social media, a local news station, the city website, blogs, a newsletter, email, or partner with environmental organizations, such as the Galveston Bay Foundation.¹

ACTION 3.2.4. Host trail opening events

Objective 3.3: *Generate a maintenance plan to keep the trail network in good condition*

ACTION 3.3.1. Create a maintenance schedule

ACTION 3.3.2. Regular trail inspections

Goal 4: Add parking facilities at trailheads, sports venues, and event venues

Objective 4.1: *Meet public parking demand by creating safe, well-managed destinations and improving vehicular traffic flow at parks and recreation facilities*

ACTION 4.1.1. Identify high-demand areas

- | | |
|--------------------|---------------------|
| • Stevenson Park | • Renwick Park |
| • Old City Park | • Bay Area Park |
| • Lake Friendswood | • Schulz SportsPark |
| • Centennial Park | |

ACTION 4.1.2. Create site-specific designs

ACTION 4.1.3. Ensure ADA compliance

- To ensure that all residents and park users have equal access to park facilities and amenities, the City should conduct a park accessibility assessment of parking areas, picnic facilities, playgrounds, trails, seating areas, etc.

Sign System Family



Figure 1: Signage Examples

Source: <https://enjoyburlington.com/proin-consequat-id/>



¹ Galveston Bay Foundation. "Galveston Bay Foundation." Accessed October 2, 2024. <http://galvbay.org>.



Goal 5: Build a new city swimming pool

Objective 5.1: Create an updated swimming facility designed to serve the community by supporting aquatic programs, summer camps, community events, and the development of aquatic sports

ACTION 5.1.1. Analyze and plan upgrades for the existing swimming facilities at Stevenson Park and identify a suitable location for a new swimming pool / splash pad

- Stevenson Park (update existing pool)
- Activity Building (upgrade facility with an indoor pool)
- *Lundy Lane Park (name subject to change - location for a potential new pool or splash pad)

Objective 5.2: Produce design plans for the new swimming pool, including features and amenities

ACTION 5.2.1. Hire a pool design firm and create detailed design plans

ACTION 5.2.2. Ensure compliance with safety standards

ACTION 5.2.3. Explore grants and funding opportunities and set a budget with a contingency fund

- Outdoor Recreational Grant Program¹ offered by the National Park Service, this grant supports the development of public recreational facilities including swimming pools

ACTION 5.2.4. Obtain necessary permits and approvals for pool construction

ACTION 5.2.5. Programming for new swimming pool

- Activities and amenities can include: recreational, swimming, exercise and aquatic games, lap swimming, diving, club swimming, swim lessons, artificial shading, staffing, restrooms/showers/lockers, and concessions



Indoor Swimming Pool Example, Recreation Center

Source: neumanpools.com

¹"State and Local Assistance Programs Division (U.S. National Park Service)." Accessed August 20, 2024. <https://www.nps.gov/orgs/1600/index.htm>.

Goal 6: Enhance lighting at parks and recreation venues

Objective 6.1: Enhance the safety of parks and facilities by improving security measures, increasing trail visibility, supporting sporting activities, and optimizing parking solutions to create a safer and more accessible environment for all users

ACTION 6.1.1. Conduct lighting audits at parks and venues

ACTION 6.1.2. Identify high-priority areas for lighting upgrades and review the recommendations outlined in Chapter 3

- Old City Park
- 1776 Memorial Park Trail
- Renwick Park (parking lot, fields)
- Centennial Park (pavilion)
- Stevenson Park (lighting along walking trail)
- Shulz Sportspark

ACTION 6.1.3 Implement lighting solutions that minimize light pollution

- LED Lights are energy-efficient, provide a focused light beam to curb light pollution, and have a longer lifespan
- Automation or motion-activated lights can save energy and reduce light pollution by only operating during scheduled times or when movement is detected
- Shielded light fixtures prevent light from traveling upward, minimizing unnecessary light dispersion



Park Lighting Solutions, Examples

Source: <https://www.twilightelectric.com/services/park-lighting>
www.wiprolighting.com





Photo courtesy of the City of Friendswood



Goal 7: Enrich sports venues with facilities for adaptive play and multi-use fields

Objective 7.1: Diversify activities provided at existing parks and facilities, to accommodate a broader range of athletic activities, ensuring inclusivity and versatility

ACTION 7.1.1. Evaluate the demand for adaptive play, versatile sports courts and fields utilizing Chapter 3 and identify suitable locations

- Old City Park
- Centennial Park
- Stevenson Park
- Leavesley Park Jones Hangar

ACTION 7.1.2. Explore grants, funding partnerships, and set a budget for each facility type that includes long term maintenance costs

- Grantworks¹ is a resource that can offer guidance to municipalities to help identify, apply, and secure grant funding.

ACTION 7.1.3. Develop sports programs and organize leagues and events for the community to engage in and enjoy

- Collaborate with local sporting organizations.
- Partner with local businesses and sports retailers as potential sponsors to support the hosting, coordination, and marketing of events (Dick Sporting Goods, REI, Champs Sports).

Goal 8: Incorporate versatile sports courts in park facilities

Objective 8.1: Update current city amenities to incorporate activities and sports that are growing in popularity within the community and region, ensuring facilities remain relevant and responsive to evolving recreational interests

ACTION 8.1.1. Analyze current usage of existing sports courts and gather feedback mentioned in Chapter 3

ACTION 8.1.2. Find suitable locations for new courts

- Old City Park
- Leavesley Park Jones Hangar
- Activity Building
- *Lundy Lane Park (name subject to change)

ACTION 8.1.3. Ensure plans include amenities like seating, lighting, and shade

ACTION 8.1.4. Continue organizing and coordinating tournaments and leagues to foster community engagement and participation

ACTION 8.1.5. Schedule regular maintenance and conduct periodic inspections

¹ Grantworks. "Grant Management Consultant." Accessed August 21, 2024. <https://grantworks.net/services/grant-management/>.

Goal 9: Improve existing amphitheater and construct a new amphitheater as needed

Objective 9.1: Create or improve the amphitheater to accommodate community gatherings and social events

ACTION 9.1.1. Conduct a structural and usability assessment of the existing amphitheater

ACTION 9.1.2. Administer a survey to evaluate the community needs and preferences for a new amphitheater

- Lacks shade
- Limited program capabilities

ACTION 9.1.3. Determine plan to improve the existing amphitheater or explore new amphitheater options

Goal 10: Build a skate park and BMX bike park

Objective 10.1: Curate a design plan for a skate park and BMX bike park, ensuring it meets the needs of various skill levels and includes desirable features

ACTION 10.1.1. Select potential sites for a skate park/BMX bike park

- *Lundy Lane Park (name subject to change)
- Old City Park

ACTION 10.1.2. Hire a consultant to come up with a design that is adaptive to all skill levels and includes attractive elements

- Design Example (Figure 2) North Houston Skate Park¹: designed by Grindline and opened in 2014 is the biggest skatepark in Houston and the second largest in the world. Grindline also designed the Lee and Joe Jamail Skatepark² in downtown Houston. The Houston Parks Board managed the \$2.5 million renovation of the skate park, which was funded by the Lee and Joseph D. Jamail Foundation.
- Design Example (Figure 3) The Rockstar Energy BMX Bike Park³, opened in August 2019 and is located next to the North Houston Skate Park off of Kuykendahl Road. The park features one of the country's largest and most unique BMX parks, world-class race track and event center that can seat approximately 3,500 people.

ACTION 10.1.3. Develop programs and events to maximize the use of a skate park/BMX bike park

- Plan skateboarding/BMX clinics, competitions, and events. Schedule regular open hours and coordinate with local skateboarding/BMX biking organizations.

¹ Treon, Rebecca. "10 of the Best Houston Skate Parks for All Levels." Chron, January 29, 2023. <https://www.chron.com/life/travel/article/houston-skate-parks-17621791.php>.

² Houston Parks Board. "Lee and Joe Jamail Skatepark." Accessed August 21, 2024. <https://houstonparksboard.org/lee-and-joe-jamail-skatepark/>.

³ North Houston. "Rockstar Energy Bike Park | Houston Bike Parks & Trails." Accessed August 21, 2024. <https://www.northhouston.org/our-community/parks-and-trails/rockstar-energy-bike-park/>.

Objective 10.2: Secure funding and establish a budget for the construction of the skate park

ACTION 10.2.1. Identify funding sources (grants, sponsorships, and community fundraising)

- Lee and Joseph D. Jamail Foundation
- The Skatepark Project Grants
- Grantworks⁴ is a resource that can offer guidance to municipalities to help identify, apply, and secure grant funding.

⁴ Grantworks. "Grant Management Consultant." Accessed August 21, 2024. <https://grantworks.net/services/grant-management/>.



Figure 2: North Houston Skate Park

Source: <https://www.northhouston.org/parks-and-trails/north-houston-skate-park/>



Figure 3: Rockstar Energy BMX Bike Park

Source: <https://www.houstoniamag.com/travel-and-outdoors/2019/08/rockstar-energy-bike-park-bmx-park-opens-north-houston>

Texas Parks and Wildlife Department Compliance

This Parks Master Plan also functions as a comprehensive parks, recreation, and open space master plan, as defined by the Texas Parks and Wildlife Department (TPWD). TPWD encourages municipalities to develop and adopt such plans because they align with the state's vision for recreational and open space growth.

One of the key benefits of having a “qualified” master plan is that it significantly enhances the City's eligibility for state funding through TPWD's various grant programs. These grants, such as the Outdoor Recreation Grants and Local Park Grants, are often competitive and require municipalities to demonstrate long-term planning and a commitment to providing recreational opportunities for residents.

By adhering to TPWD's guidelines and incorporating their recommendations, this plan not only helps guide local park development but also positions the City to take full advantage of available state funding, ensuring the resources needed to implement the plan's recommendations are accessible. This proactive approach will also help the City maintain and enhance its park infrastructure, ensuring long-term sustainability and improved quality of life for its residents.

High Priority Needs

The top priorities for parks, recreation, open space, and trails, as outlined in Figure 4, *Summary of High Priority Needs in Friendswood*, are aligned with the guidelines set forth by the Texas Parks and Wildlife Department (TPWD). These priorities have been carefully determined through a combination of community input, needs assessments, site visits, and feedback from city officials. The recommendations mentioned in Chapter 3 and actions detailed and prioritized in this chapter are aimed at improving the overall quality of life in the community and may involve securing grant funding in the future to bring these initiatives to fruition.

The identified priorities, as illustrated in Figure 4, are organized into two distinct categories: outdoor facilities/amenities and indoor facilities/amenities. This categorization allows for a clear distinction between the immediate needs for open spaces and recreational trails, as well as the necessity for indoor facilities that support community programs and services. By addressing these high-priority needs, the city will be better equipped to enhance recreational opportunities, preserve green spaces, and improve the community's well-being, all while meeting TPWD's standards for long-term park and recreation planning.

Figure 4: Summary of High Priority Facility Needs in Friendswood

New or additional facilities needed based on <u>citizen input</u>	
1.	Lighting and shade areas
2.	Parking
3.	Restrooms
4.	Upgrade existing and add multi-use fields and sports courts
5.	Expanded programming for sports leagues
6.	Interconnected trail system
Upgraded facilities needed based on <u>existing condition</u>	
1.	Lighting, Parking, and Restrooms
2.	Update the pool at Stevenson Park
3.	Renovate the Activity Building
4.	Upgrade existing playground and fields as well as amphitheater at Centennial Park
Top cumulative outdoor facility needs based on above summaries	
1.	Lighting and shade areas
2.	Parking
3.	Restrooms
4.	Update existing or build new pool
5.	Upgrade existing or build new multi-use fields and sports courts
6.	Upgrade, covered playscapes
7.	Trails
8.	Food trucks, farmers market
9.	Additional fishing piers
Top cumulative indoor facility needs based on above summaries	
1.	Indoor swimming pool
2.	Community recreation center
3.	Meeting spaces for social activities
4.	Indoor sports courts and multi-use fields
5.	Expanded programming such as classes for yoga, cooking and crafting

Parks Master Plan

City of Friendswood

Implementation Strategies



Implementation Strategies

Execution Strategy

The Action Plan in Chapter 4 reflects the vision of the City of Friendswood. Achieving the goals outlined in this plan requires the active implementation of its strategies and recommendations. Recognizing that community needs and circumstances evolve, the Parks Master Plan is designed as a living document, meant to be periodically updated and aligned with the community's shifting priorities.

Implementing the Parks Master Plan necessitates a phased and strategic approach to ensure the efficient allocation of resources while addressing community needs. The execution strategy is organized into short-term, medium-term, and long-term goals, supported by ongoing monitoring and community engagement.

Plan Maintenance

To effectively evaluate Friendswood's progress, an agreed-upon time frame is essential. The Implementation Table outlines recommended time frames for each action type, categorized into four distinct groups:

1. **Continuous:** (On-going)
2. **Short-term:** 0 - 3 years
3. **Medium-term:** 3 - 6 years
4. **Long-term:** 6 - 10 years

These categories provide a structured approach to tracking and prioritizing implementation efforts, ensuring that the plan remains on schedule and aligned with community goals.

Action Types

To effectively implement the Parks Master Plan, the following action types have been identified. Each action type represents a specific pathway to achieve the goals outlined in the plan, ensuring structured and strategic execution:

Capital Project Program: Indicates the need for financial investment to achieve the specified goal of the action item. These investments often involve significant infrastructure or facility improvements.

Regulation or Standard: Pertains to local policies, ordinances, or guidelines that can be adopted as part of the County or City standards to guide development and operations effectively.

Partnership or Collaboration: Involves working with external agencies, organizations, or private companies to achieve shared goals, leveraging resources, expertise, and relationships to advance the action items.

Implementation Strategies

Action Leaders

To foster a stronger and more unified community in the City of Friendswood, the following is a list of action leaders who can play a pivotal role in executing specific action types. These leaders will help maintain transparency, promote consistency across all relevant departments and organizations, and ensure the successful implementation of each action type.

Action leader entities are as follows:

AAL: Adult Athletic Leagues

BUS: Businesses and stakeholders

CCISD: Clear Creek Independent School District

CD: Community Development (planning and code enforcement)

CC: City Council

CS: City Staff, Secretary, Administration, elected officials

CV: Community Volunteers

E: Engineering

EMS: Emergency Management Services (Fire and Police Department)

F: Finance

FISD: Friendswood Independent School District

GBF: Galveston Bay Foundation

GC: Galveston County

GCCDD: Galveston County Consolidated Drainage District

HCDD: Harris County Consolidated Drainage District

KFB: Keep Friendswood Beautiful

NACTO: National Association of City Transportation Officials

PO: Property Owners, Residents

PRS: Parks and Recreation Subcommittee

PW: Public Works

TPWD: Texas Parks and Wildlife Department

TxDOT: Texas Department of Transportation

YSG: Youth Sports Groups

Implementation Strategies

Funding Options

Below is a comprehensive list of funding sources referenced in the Action Plan of Chapter 4, along with funding opportunities outlined in the 2010 City of Friendswood Parks Master Plan that remain relevant for the implementation of this updated plan. These funding sources provide valuable avenues to support the development and enhancement of park facilities and recreational programs in Friendswood.

**Funding option listed in the 2010 Parks Master Plan*

- *Aquatic Resource Education
- Centerpoint Energy Grants
- *Conservation Technical Assistance
- *Community Services Block Grant (CSBG)
- *Federal Lands-to-Parks (FLP)
- Grantworks
- HEB Grants
- Houston-Galveston Area Council (HGAC) Grants
- *Land and Water Conservation Fund (LWCF)
- Lee and Joseph D Foundation
- Local Parks Grants (TPWD)
- National Association of City Transportation Officials (NACTO) Grants
- National Recreation & Park Association (NRPA)
- *National Coastal Wetlands Conservation Grants Program
- Outdoor Recreation Grant Program (National Park Service)
- *Recreational Boating Safety Grants (RBS)
- Recreational Trail Grants (TPWD)
- *Rivers, Trails, and Conservation Assistance (RTCA)
- *Sport Fish Restoration Act
- Texas Municipal League (TML)
- Texas New Mexico Power (TNMP) Grants
- Texas Recreation Trail Fund
- The Skatepark Project Grants
- Traffic Safety Grants (TxDOT)
- *Urban Park and Recreation Recovery Program (UPARR)
- *Wildlife Restoration Act

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 1: Construct a cutting-edge recreation center									
Objective 1.1. Provide the community with a recreation center that meets public demand and offers access to activities and programs tailored to the community's interests									
Action: 1.1.1.									
Hire a design firm		X						BUS, F	UPARR, CSBG, Grantworks
Action 1.1.2.									
Include public feedback in design development		X						KFB, PO	
Action 1.1.3.									
Plan transition of activities from existing facilities to new recreation center			X					AAL, CV, KFB, PRS, YSG	
Action 1.1.4.									
Apply for grants		X						PRS, BUS, GC, F, KFB, TPWD	Local Parks Grants (TPWD), UPARR, CSBG, Grantworks, NRPA

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 2: Upgrade the restroom facilities within existing parks and add restroom facilities to new parks									
Objective 2.1: Provide restroom facilities that meet public demand, adhere to safety standards, and comply with ADA requirements									
Action: 2.1.1.									
Conduct site visits	X							CS, CD, KFB, PRS, PW	
Action 2.1.2.									
Prioritize parks		X						KFB, PRS	
Action 2.1.3.									
Identify funding sources and set budget for each park		X						CS, CC, PRS, CD, GC, F, KFB, PW, TPWD	Local Parks Grants (TPWD), Grantworks, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML
Action 2.1.4.									
Create maintenance schedule		X						KFB, PRS, PW	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 3: Establish a trail network that connects parks, schools, and business hub centers									
Objective 3.1: Create a walkable community throughout the City of Friendswood									
Action: 3.1.1.									
Map potential new trail routes by identifying key connection points using the existing parks & trails map found on page 28 of Chapter 3, and integrate with existing infrastructure			X					CCISD, CD, E, FISD, GC, GCCDD, HCCDD, KFB, PO, PRS, PW, TPWD, TxDOT	
Action 3.1.2.									
Identify trail segments requiring alignments through parks, along watercourses, utility /pipeline easements		X						PRS, CD, E, GCCDD, KFB, CCISD, HCCDD, FISD, GC, PO, PW, TPWD, TxDOT	
Action 3.1.3.									
Identify Public Works projects to combine the trail network with improvements		X						CC, CD, CS, E, GC, GCCDD, HCCDD, KFB, PRS, PW	
Action 3.1.4.									
Ensure accessibility and safety	X							PRS, CD, E, EMS, KFB, NACTO, TPWD	
Action 3.1.5.									
Explore grants and funding opportunities		X						CS, CC, PRS, BUS, CD, GC, F, KFB, NACTO, PO, TPWD, TxDOT FLP, LWCF, RTCA, UPARR, Recreation Trails Programs (TPWD), Conservation Technical Assistance, CSBG, Aquatic Resource Education, National Coastal Wetlands Conservation Grant Program, Wildlife Restoration Act, Grantworks, Outdoor Recreation Grant Program (NPS), Texas Recreation Trail Fund, Traffic Safety Grants (TxDOT), Texas Recreation Trail Fund, Galveston Bay Foundation, NRPA, TML, HGAC Grants, HEB Grants, CenterPoint Energy Grants, TNMP Grants	
Objective 3.2: Promote the trail network to encourage community use and awareness									
Action: 3.2.1.									
Develop maps and a Park Guide		X						BUS, CCISD, CD, EMS, F, FISD, GC, KFB, NACTO, PRS CSBG, Grantworks, Local Parks Grants (TPWD), NACTO, Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), RTCA, TxDOT, Galveston Bay Foundation, NRPA, TML, HGAC Grants, HEB Grants, CenterPoint Energy Grants, TNMP Grants	
Action 3.2.2.									
Install signage		X						CD, E, F, KFB, PRS CSBG, Grantworks, Local Parks Grants (TPWD), NACTO, Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), RTCA, TxDOT, Galveston Bay Foundation, NRPA, TML, HGAC Grants, HEB Grants, CenterPoint Energy Grants, TNMP Grants	
Action 3.2.3.									
Launch promotional campaign	X							BUS, CCISD, CS, CV, F, GC, GCCDD, HCCDD, KFB, PO, PRS, TPWD, TxDOT Galveston Bay Foundation	
Action 3.2.4.									
Host trail opening events		X						BUS, CS, CV, F, GC, KFB, PO, PRS Galveston Bay Foundation	
Objective 3.3: Generate a maintenance plan to keep the trail network in good condition									
Action: 3.3.1.									
Create a maintenance schedule		X						KFB, PRS	
Action 3.3.2.									
Regular trail inspections	X							CV, KFB, PRS	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 4: Add parking facilities at trailheads, sports venues, and event venues									
Objective 4.1: Meet public parking demand by creating safe, well-managed destinations and improving vehicular traffic flow at parks and recreation facilities									
Action: 4.1.1.									
Identify high-demand areas		X						CD, CS, GC, KFB, PO, PRS	
Action 4.1.2.									
Create site-specific designs			X					BUS, CD, CC, CS, E, EMS, F, GC, KFB, NACTO, PRS, TxDOT Grantworks, Local Parks Grants (TPWD), NACTO Grants, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML, HGAC Grants	
Action 4.1.3.									
Ensure ADA compliance		X						CD, E, KFB, NACTO, PRS	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1 Primary Action Type 2 Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 5: Build a new city swimming pool									
Objective 5.1: Create an updated swimming facility designed to serve the community by supporting aquatic programs, summer camps, community events, and the development of aquatic sports									
Action: 5.1.1.									
Analyze and plan upgrades for the existing swimming facilities at Stevenson Park and identify a suitable location for a new swimming pool / splash pad				X				BUS, CD, CC, CS, E, F, GC, KFB, PO, PRS, PW CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), UPARR, NRPA, TML	
Objective 5.2: Produce design plans for the new swimming pool, including features and amenities									
Action: 5.2.1.									
Hire a pool design firm and create detailed design plans		X						BUS, CD, CS, F, E, KFB, PRS, PW CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), UPARR, NRPA, TML	
Action 5.2.2.									
Ensure compliance with safety standards		X						CD, E, GC, KFB, PRS	
Action 5.2.3.									
Explore grants and funding opportunities and set a budget with a contingency fund		X						BUS, CD, CD, CC, CS, E, F, GC, KFB, PRS, PW, TPWD CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), UPARR, NRPA, TML	
Action 5.2.4.									
Obtain necessary permits and approvals for pool construction		X						CD, E, EMS, KFB, PRS, TPWD	
Action 5.2.5.									
Programming for new swimming pool	X							AAL, CD, CS, CV, GC, KFB, PO, PRS, PW, YSG	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 6: Enhance lighting at parks and recreation venues									
Objective 6.1: Enhance the safety of parks and facilities by improving security measures, increasing trail visibility, supporting sporting activities, and optimizing parking solutions to create a safer and more accessible environment for all users									
Action: 6.1.1.									
Conduct lighting audits at parks and venues	X							CD, KFB, PRS, PW	
Action 6.1.2.									
Identify high-priority areas for lighting upgrades and review the recommendations outlined in Chapter 3		X						CD, KFB, PRS, PW Grantworks, Local Parks Grants (TPWD), NACTO Grants, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML	
Action 6.1.3.									
Implement lighting solutions that minimize light pollution			X					BUS, CD, CC, CS, E, EMS, F, GC, KFB, NACTO, PO, PRS, PW CSBG, Grantworks, Local Parks Grants (TPWD), NACTO Grants, Outdoor Recreation Grant Program (NPS), Recreational Trail Grants (TPWD), Texas Recreation Trail Fund, UPARR, NRPA, TML	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1 ☒ Primary Action Type 2 ☐ Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 7: Enrich sports venues with facilities for adaptive play and multi-use fields									
Objective 7.1: Diversify activities provided at existing parks and facilities, to accommodate a broader range of athletic activities, ensuring inclusivity and versatility									
Action: 7.1.1. Evaluate the demand for adaptive play, versatile sports courts and fields utilizing Chapter 3 and identify suitable locations		X			☒		☐	CD, BC, KFB, PRS, PO	
Action 7.1.2. Explore grants, funding partnerships, and set a budget for each facility type that includes long term maintenance costs		X			☒			BUS, CD, CC, CS, E, F, GC, KFB, PRS, PW, TPWD	Conservation Technical Assistance, CSBG, FLP, Grantworks, LWCF, Local Parks Grants (TPWD, Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML, HGAC Grants, HEB Grants
Action 7.1.3. Develop sports programs and organize leagues and events for the community to engage in and enjoy		X					☒	AAL, BUS, CCISD, CD, CC, CS, CV, FISD, GC, KFB, PO, PRS, PW, YSG	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 8: Incorporate versatile sports courts in park facilities									
Objective 8.1: Update current city amenities to incorporate activities and sports that are growing in popularity within the community and region, ensuring facilities remain relevant and responsive to evolving recreational interests									
Action: 8.1.1.		X						AAL, BUS, CCISD, CD, CS, FISD, GC, KFB, PE, PRS, PW, YSG	
Action 8.1.2.			X					AAL, BUS, CCISD, CD, CC, CS, E, EMS, FISD, GC, KFB, PO, PRS, PW, TPWD, YSG Conservation Technical Assistance, CSBG, FLP, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML	
Action 8.1.3.		X						CD, CC, CS, E, PRS, PW, KFB	
Action 8.1.4.	X							AAL, BUS, CCISD, CD, CS, CV, FISD, KFB, PRS, YSG	
Action 8.1.5.	X							CD, CS, E, KFB, PRS, PW	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration	1  Primary Action Type 2  Secondary Action Type	
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 9: Improve existing amphitheater and construct a new amphitheater as needed									
Objective 9.1: Create or improve the amphitheater to accommodate community gatherings and social events									
Action: 9.1.1.									
Conduct a structural and usability assessment of the existing amphitheater		X						CD, E, EMS, F, GC, KFB, PRS, PW	
Action 9.1.2.									
Administer a survey to evaluate the community needs and preferences for a new amphitheater		X						BUS, CD, CS, CV, CCISD, FISD, GC, KFB, PO, PRS	
Action 9.1.3.									
Determine plan to improve the existing amphitheater or explore new amphitheater options				X				CSBG, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), UPARR, NRPA, TML	

Implementation Action Plan Tables

	On-going	Short term	Medium term	Long term	Capital Project	Regulation or Standard	Partnership or Collaboration		
								1  Primary Action Type	2  Secondary Action Type
Action	Timeframe				Action Type			Action Leaders	Funding
Goal 10: Build a skate park and BMX bike park									
Objective 10.1: Curate a design plan for a skate park and bike park, ensuring it meets the needs of various skill levels and includes desirable features									
Action: 10.1.1.									
Select potential sites for a new skate park/BMX bike park		X						BUS, CD, CC, CS, E, F, GC, GCCDD, HCCDD, KFB, PO, PRS	FLP, Grantworks, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), The Skatepark Project Grants, Lee and Joseph D Foundation, UPARR, NRPA, TML, HGAC Grants, HEB Grants
Action 10.1.2.									
Hire a consultant to come up with a design that is adaptive to all skill levels and includes attractive elements			X					BUS, CD, CC, CS, E, F, GC, KFB, PO, PRS, EMS	
Action 10.1.3.									
Develop programs and events to maximize the use of a new skate park/BMX bike park	X							AAL, BUS, CD, CC, CS, CV, GC, KFB, PO, PRS, TPWD, YSG	
Objective 10.2: Secure funding and establish a budget for the construction of the skate park									
Action: 10.2.1.									
Identify funding sources (grants, sponsorships, and community fundraising)		X						AAL, BUS, CD, CC, CS, E, F, GC, KFB, PO, PRS, TPWD, YSG	CSBG, FLP, Grantworks, Lee and Joseph D Foundation, Local Parks Grants (TPWD), Outdoor Recreation Grant Program (NPS), The Skatepark Project Grants, UPARR, NRPA, TML, HGAC Grants, HEB Grants

Implementation Plan Summary

Plan Update

The Parks Master Plan embodies the City of Friendswood's vision. To achieve the goals outlined in this plan, it must be actively implemented. As a living document, the Parks Master Plan is designed to be revisited and revised as needed to align with the community's vision and adapt to changes over time. This plan sets forth the community's long-term vision for progress, featuring a 10-year strategy with prioritized implementation actions aimed at realizing this future. Essentially, it ensures the City is progressively addressing the community's needs and desires. However, this Plan is not intended to serve the City for the entire next decade. Instead, it provides specific guidance for near and medium-term implementation actions. To keep this Plan current and relevant, the following recommendations are proposed:

Annual Progress Report and Update: Before the annual budget process begins, City staff should prepare and present a progress report on the status of actions identified in the Implementation Action Plan. Additionally, they should collaborate with elected and appointed officials to reassess and prioritize recommendations.

Reevaluate the Parks Master Plan in 5-Years: Ensure the goals remain aligned with the community's vision and update the plan as necessary at this point.

APPENDIX

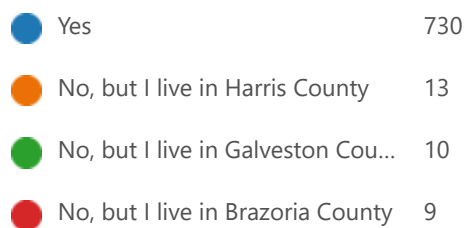
Pages 86- 100 - Online Survey

Pages 101 - 154 - Public Engagement Feedback

COF Survey Questions

763 Responses 15:35 Average time to complete Closed Status

1. Do you live in Friendswood?

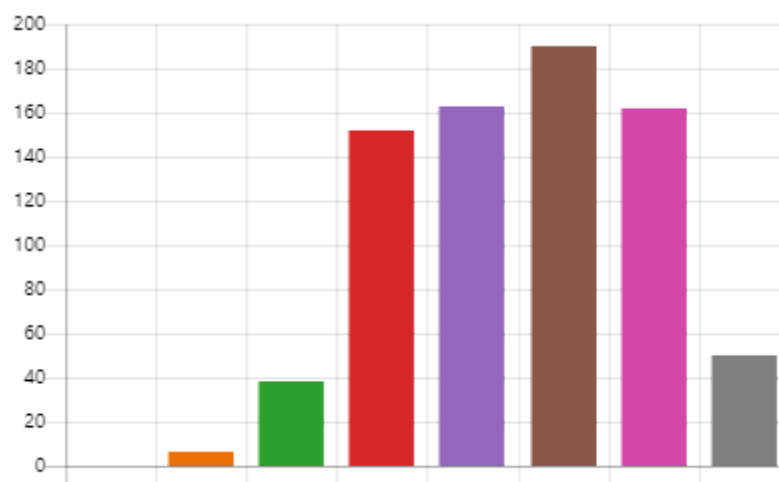


2. Do you work in the Friendswood area?



3. What best describes your age?

Under 18	0
18-24	6
25-34	38
35-44	152
45-54	163
55-64	190
65-74	162
75+	50



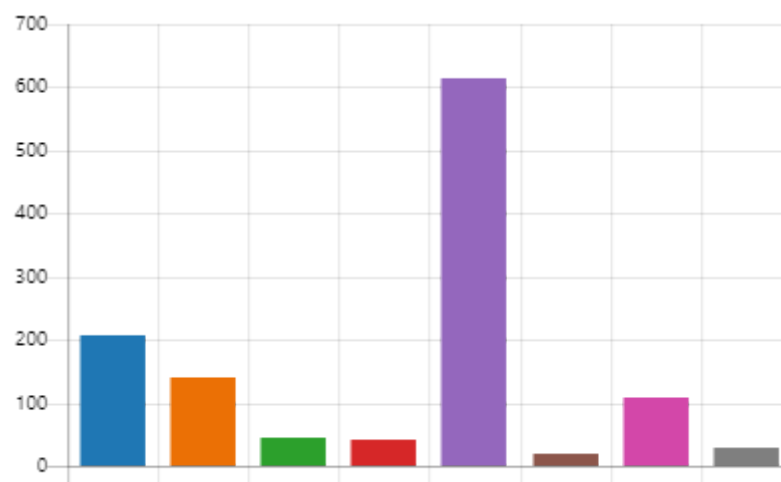
4. In relation to City Hall/Downtown, if you are a resident of the City of Friendswood, in which area do you live?

Northeast	110
Southeast	241
Southwest	270
Northwest	106
I do not live within City of Frie...	29



5. How do you currently use trails in the area?

Run / jog	206
Cycling for leisure	141
On-road cycling	43
Off-road cycling	40
Walking	613
Alternate to driving	18
Don't Use	109
Other	29



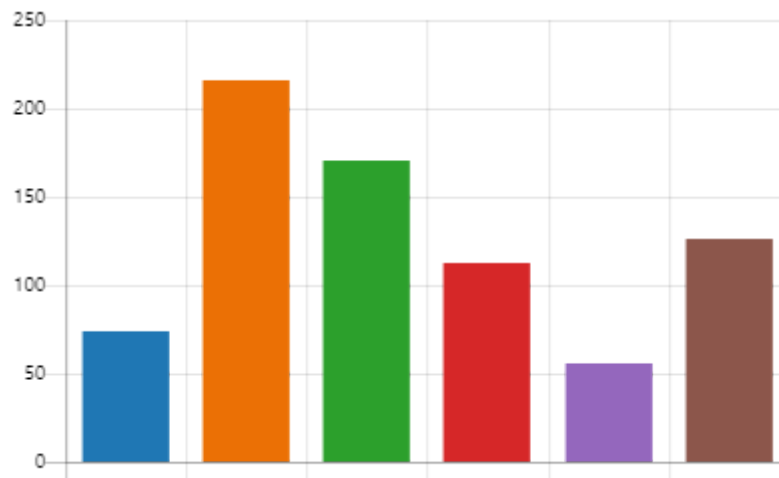
6. How do you currently use parks in the area?

Run / Jog / Walk	518
Leisure	457
Group events	205
Family time	387



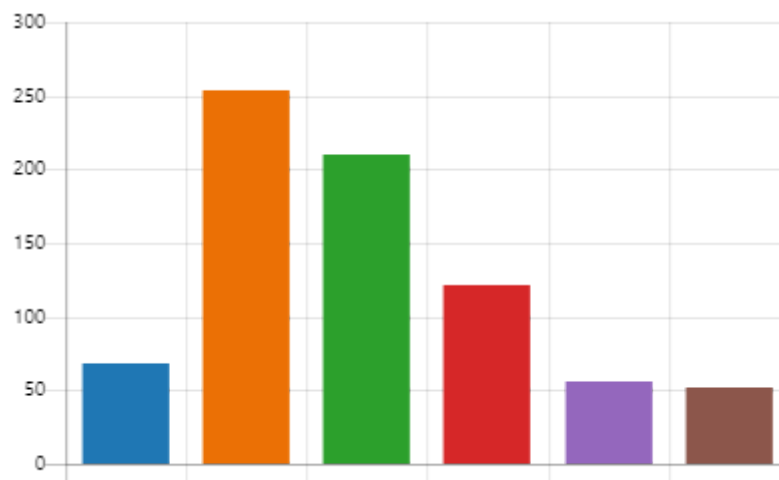
7. In the past year, how often have you / member of your household used trails in the area?

● Daily	74
● Weekly	216
● Monthly	170
● At least once in previous 3 mo...	113
● At least once in previous 6 mo...	56
● Once a year or less	126



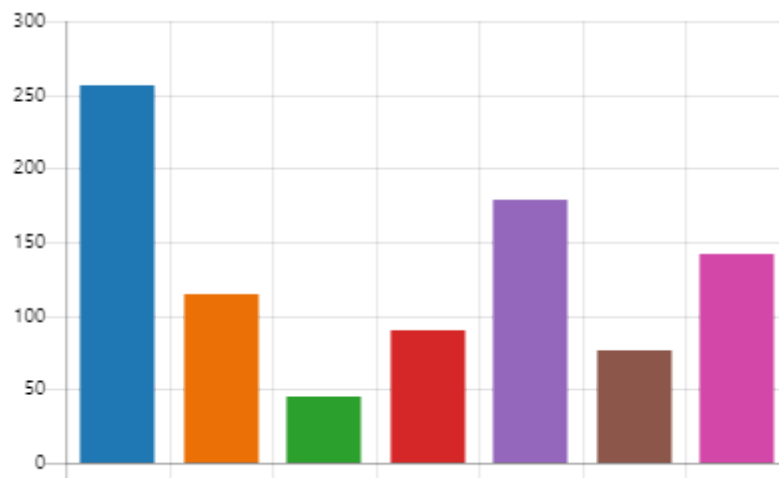
8. In the past year, how often have you / member of your household used parks in the area?

Daily	68
Weekly	254
Monthly	210
At least once in previous 3 mo...	121
At least once in previous 6 mo...	56
Once a year or less	52



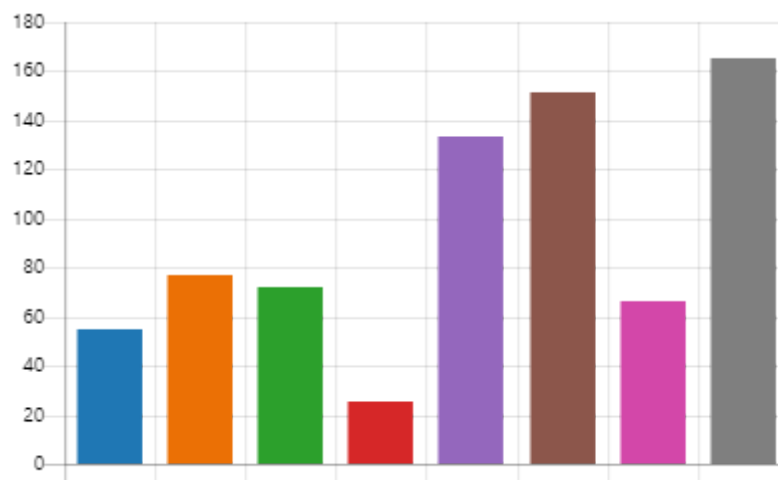
9. What hinders you from utilizing trails within the study area more often?

Not aware of trails	257
Don't go where I want	115
Not interested in Trails	45
No easy access	90
Safety issues / concerns	179
No parking or access	76
Other	142



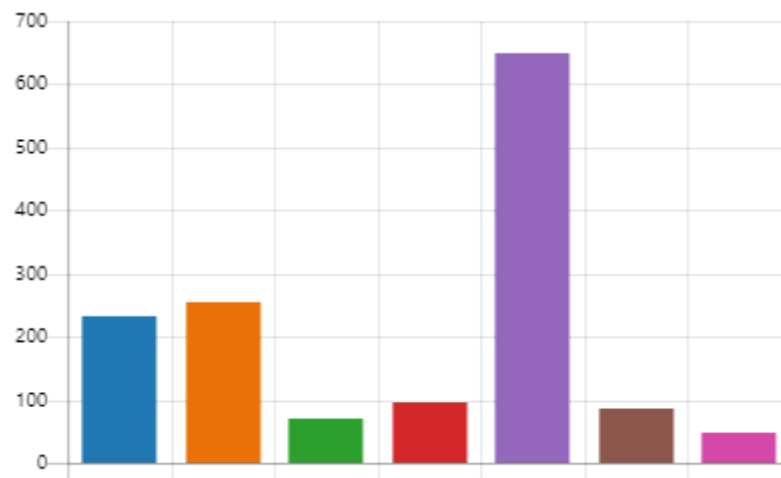
10. What hinders you from utilizing parks within the study area more often?

Not aware of parks	55
Amenities are lacking or not w...	77
Amenities outdated or in need...	72
Not interested in Parks	25
Facilities get overly crowded	133
Safety issues / concerns	151
No parking or access	66
Other	165



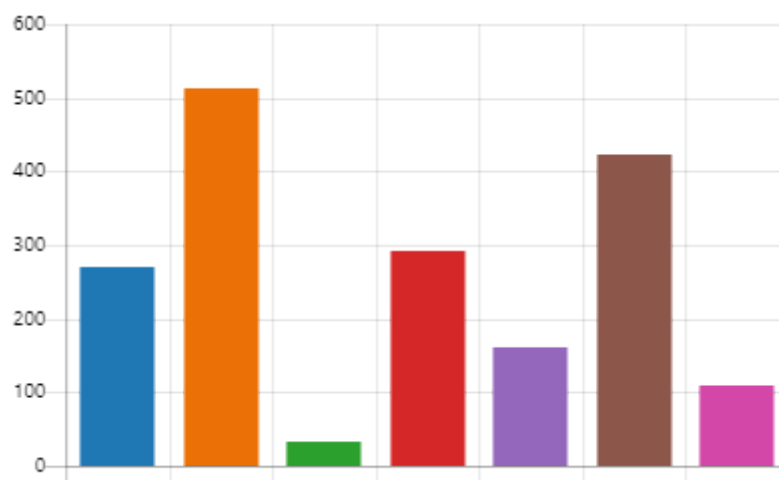
11. If more trails in the area were built, how would you utilize them?

Run / jog	233
Cycling for leisure	256
On-road cycling	71
Off-road cycling	95
Walking	649
Alternate to driving	86
Do not use trails	49



12. If using trails to reach a destination, what types of places would you like to connect to?

● Grocery Store	270
● Park	512
● Work	34
● Retail Shopping	292
● School	162
● Restaurant	422
● Don't Use	108



13. How would you rate your overall satisfaction with the existing trail system within the study area?

● Excellent	41
● Good	303
● Needs Improvement	280
● Poor	82



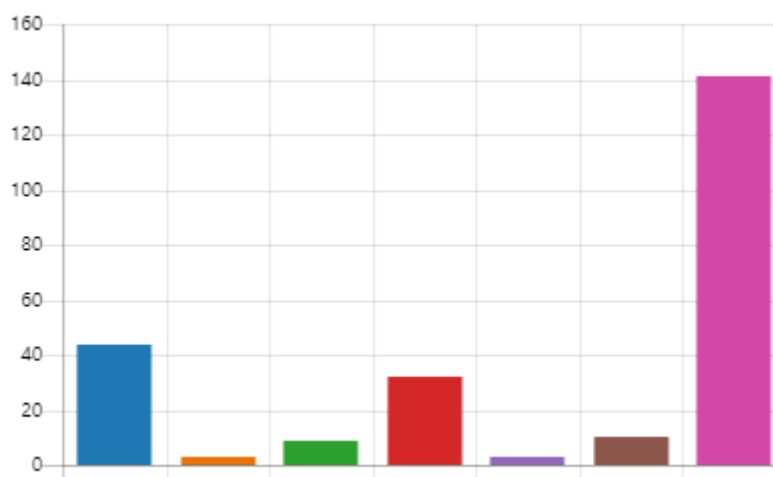
14. In order to develop more trails within the City, I would support the following:

● Increase in local taxes	225
● Volunteer building	315
● Volunteer / Organizational ma...	464
● I don't want trails	70



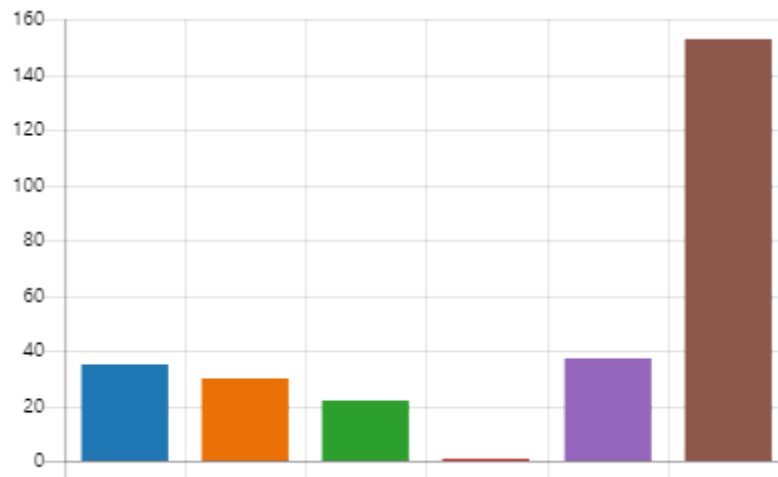
15. In the past 12 months, have you used the Activity Building for:

● Senior Club	44
● Indoor Pickleball	3
● Board Games	9
● Yoga	32
● Square Dancing	3
● Card Games	10
● Other	141



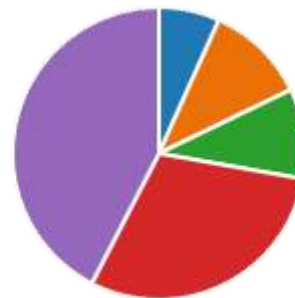
16. In the past 12 months, have you used the Leavesley Park Jones Hanger for:

Summer Program	35
Banquet	30
Dance classes	22
Quinceanera	1
Playground	37
Other	153



17. In the past 12 months, have you used the City Pool at Stevenson Park for:

Swimming Team	23
Swimming Lessons	38
Youth Summer Programs	34
Family Event	102
Other	145



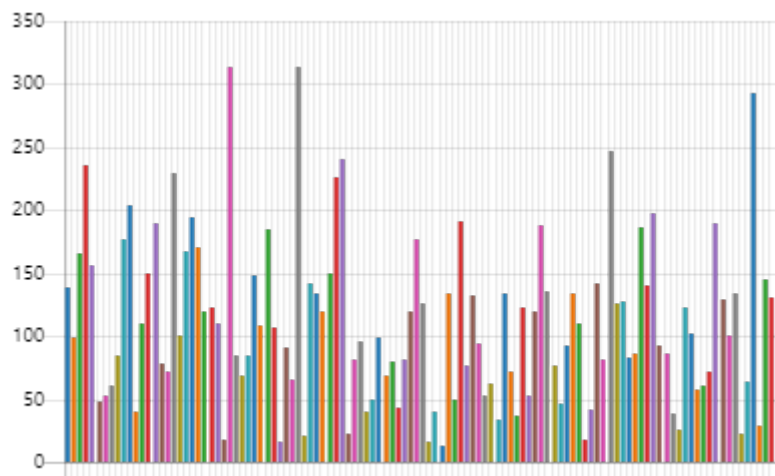
18. Identify the amenities you would like to see more in improvements and planning of future and current parks. "*" indicates amenities offered in parks today. Select all that apply:

 Amphitheater*	138
 Apiary (bees)*	98
 Arboretum	165
 Art in the Park / Public Art	235
 Aviary (birds)	156
 Badminton	47
 Baseball*	53
 Basketball*	61
 Beach	84
 Bench Swing	176
 Benches*	203
 Bike Lockers	40
 Bike Rack*	109
 Birding	149
 Boardwalks*	189
 Boat Dock*	78
 Bocce Ball	72
 Botanic Garden	229
 Bridge*	101
 Butterfly Waystation*	167
 Canoe / Kayak Launch*	194
 Community Garden*	170
 Community Vendor Area	120
 Concessions*	123
 Creative Water Play*	109
 Cricket Field	17
 Day Use Hiking / Picnicking	313
 Demonstration Garden	85
 Dirt Bike Track (BMX Bikes)	69
 Disc Golf Course*	85

	Dog Drinking Fountain*	148
	Dog Park Off-Leash*	108
	Dog-Friendly Trail*	184
	Drinking Fountain*	106
	Electronic Park Sign*	16
	Environmental / Ecology Learn...	90
	Family Reunions*	66
	Farmers Market*	314
	Fencing / Fencing Upgrades*	20
	Festival Area / Plaza*	141
	Festival Lighting*	133
	Fishing*	120
	Fitness Stations*	149
	Fitness Trail*	226
	Food Truck / Court	240
	Football*	23
	Formal Garden	81
	Fountain*	96
	Frisbee*	39
	Gateway into Park*	49
	Greenhouse / Conservatory	98
	Grills*	69
	Hill Terrain & Play	79
	Hopscotch	43
	Horseshoes	81
	Indoor: courts	120
	Indoor: fitness / activity	177
	Indoor: track	126
	Kiosks	16
	Kite Flying*	39
	Lacrosse*	12
	Leisure Seating*	134
	Memorial / History*	49

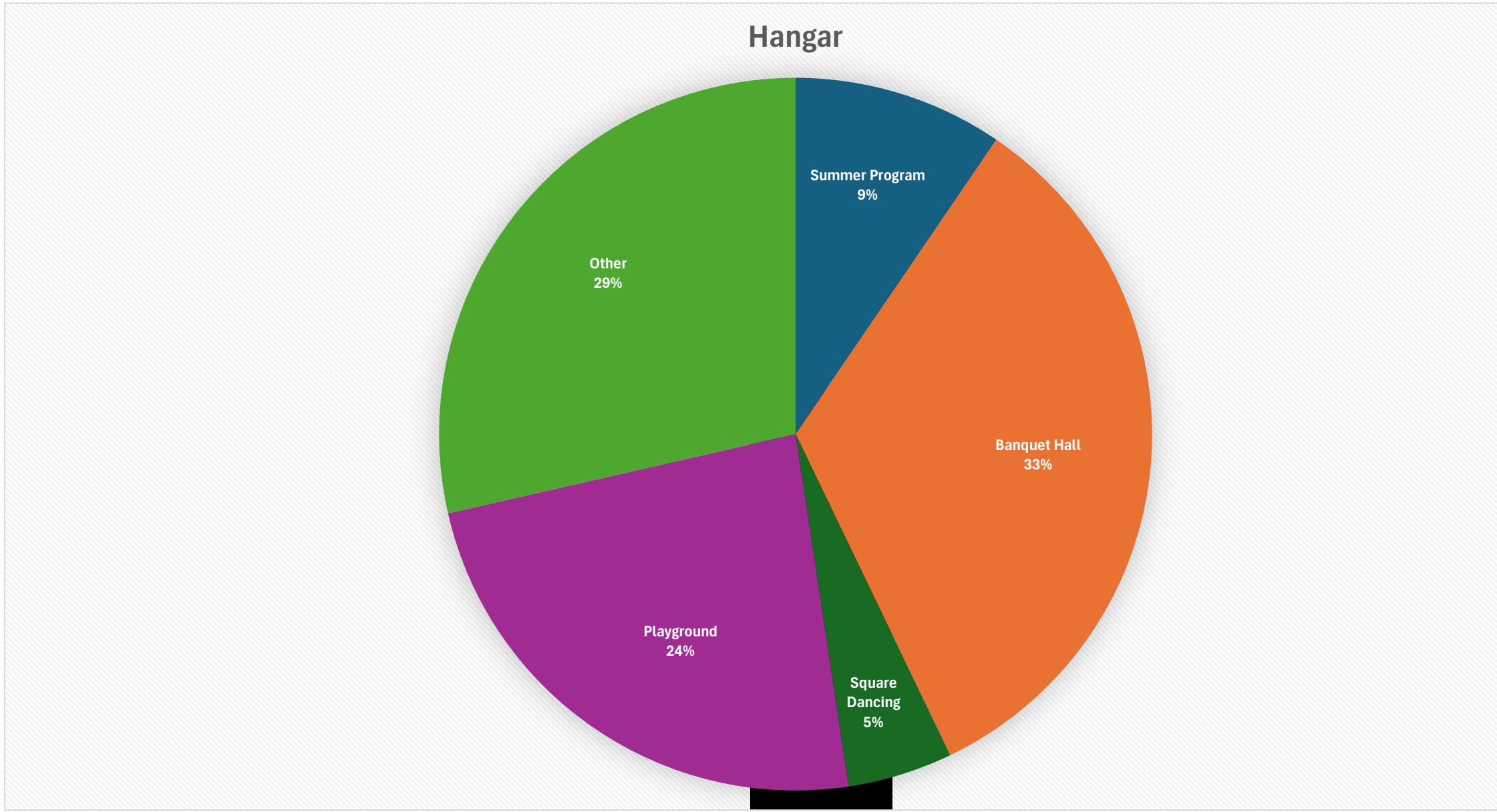
 Multi Use Trail*	191
 Multipurpose Covered Court	77
 Native Plantings*	132
 Nature Play*	94
 Open Area Multipurpose Court	53
 Open Field Play*	62
 Outdoor Chalkboard / Tagging	33
 Outdoor Yoga / Pilates / Tai Chi	133
 Overnight Camping	72
 Park Signage*	36
 Parking Lot / Enhancements*	123
 Performance Stage*	53
 Photography Spot	120
 Pickleball*	188
 Picnic Table*	135
 Piers for observation	76
 Ping Pong*	46
 Playground 2-5 year olds*	92
 Playground 5-12 year olds*	134
 Playground All Inclusive*	110
 Pour In Place Surfacing*	18
 RC / Drone Airport	41
 Recreation Center*	141
 Rental Facility*	81
 Restrooms*	246
 Rock Climbing Wall	125
 Ropes Course	128
 Sanitizer Stations	83
 Sculpture Park / Art Gallery	86
 Security Lighting*	186
 Shade Structure*	140
 Shaded Walk*	197
 Shelter/ Pavilion*	93

Skatepark	86
Soccer*	38
Softball*	26
Splash Pad*	122
Swimming Pool*	102
Tennis*	58
Thematic Activity (Fairy Trail)*	60
Tower for Observation	72
Trail Lighting*	189
Trash Receptacles*	129
Tree Canopy Play	100
Tree House	133
Tug of War	22
Volleyball*	64
Walking and Running Trail*	293
Wayfinding*	28
Wi-Fi Connectivity	144
Wildlife Habitat Study	131
Zip Line	157

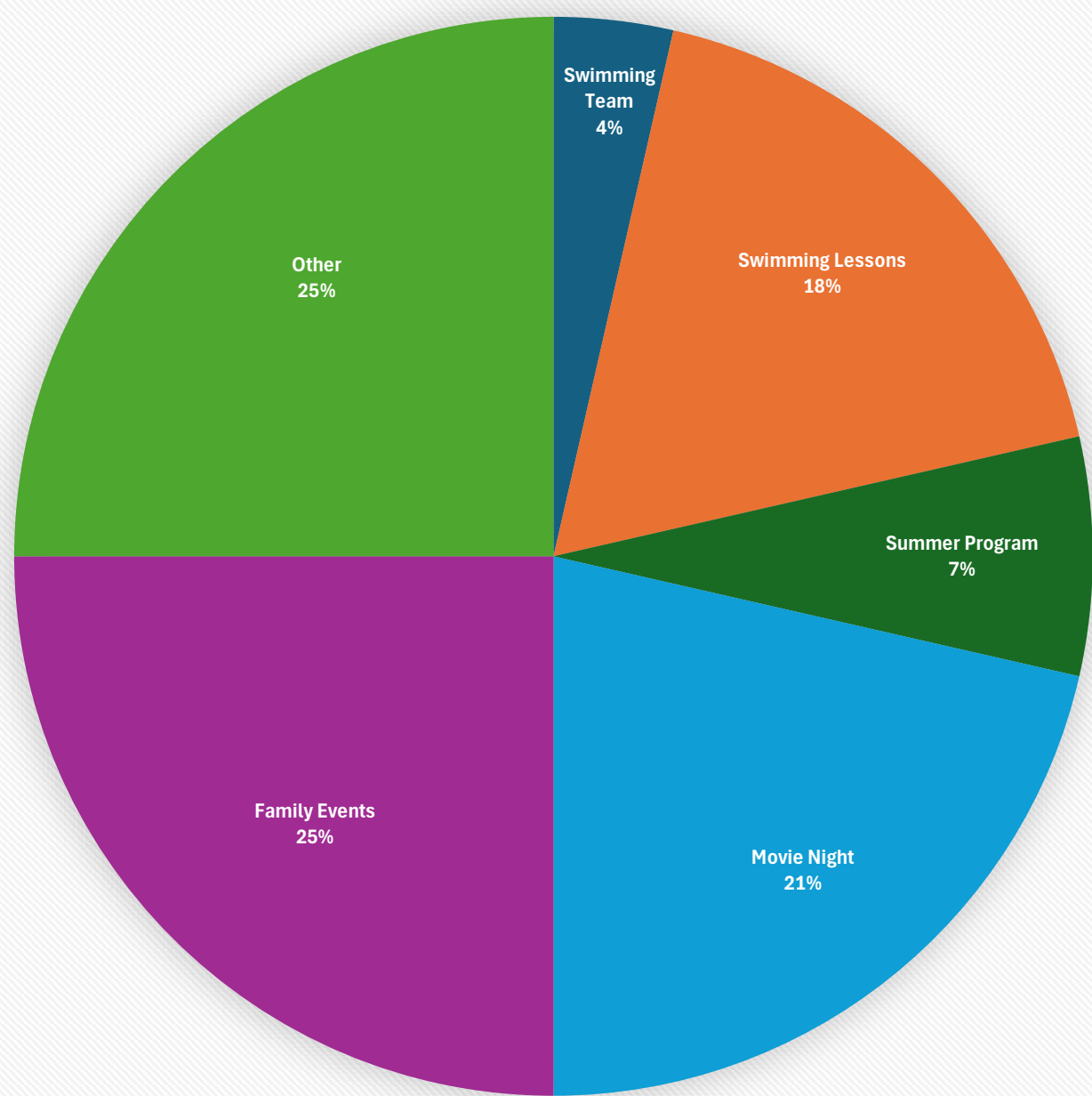


The data shown on pages 101 - 105 represents feedback gathered from the posters shown at the public engagement meeting held on January 26, 2024 at the Public Library. This feedback reflects which facilities the public utilized most recently within the past 12 months.

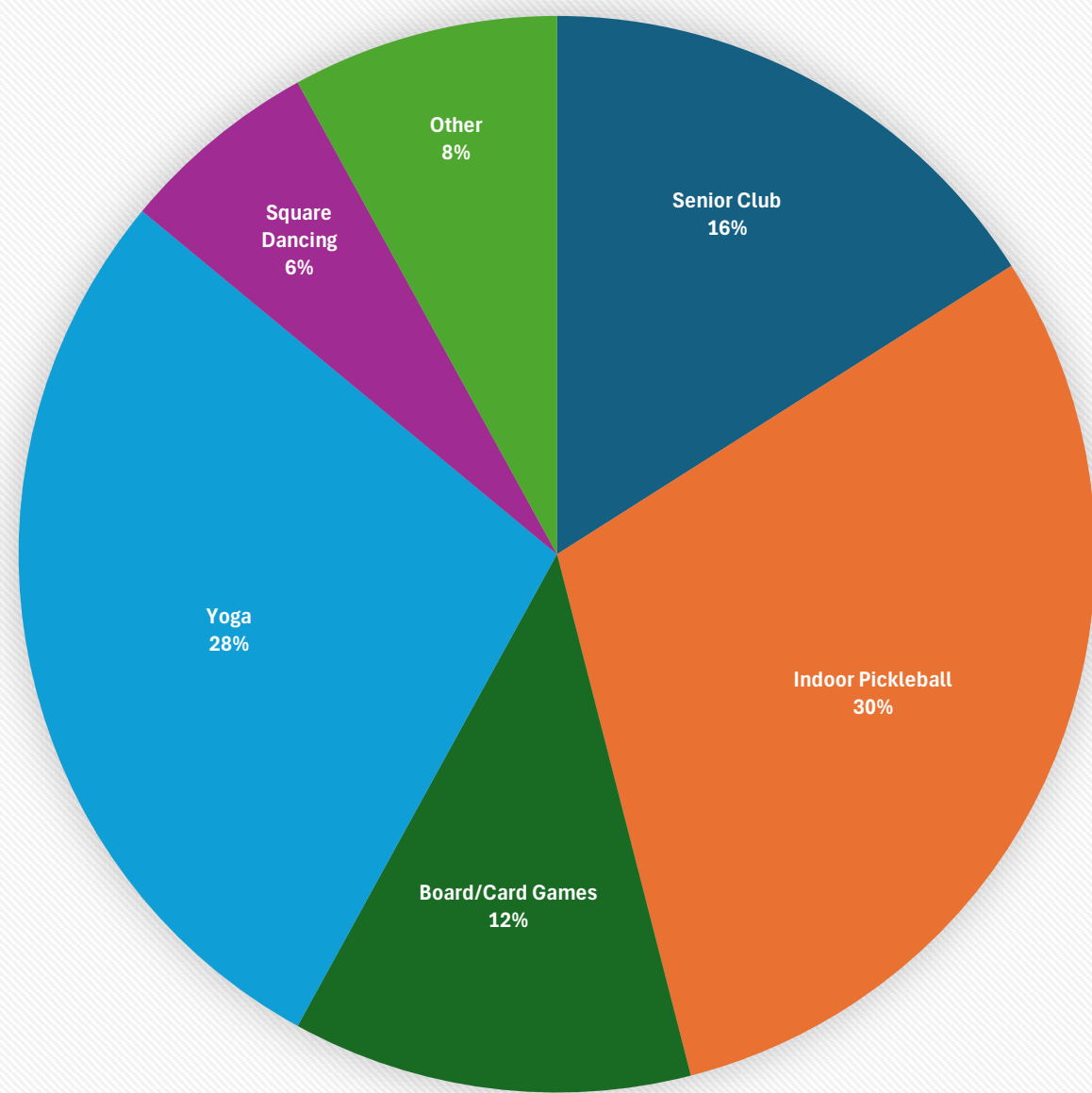
	Summer Program	Banquet Hall	Square Dancing	Quinceanera	Playground	Other	Total Votes
Votes	2	7	1	0	5	6	21
Hangar	9.52%	33.33%	4.76%	0.00%	23.81%	28.57%	
	Swimming Team	Swimming Lessons	Summer Program	Movie Night	Family Event	Other	Total Votes
Votes	1	5	2	6	7	7	28
Aquatic Center	3.57%	17.86%	7.14%	21.43%	25.00%	25.00%	
	Senior Club	Indoor Pickleball	Board/Card Games	Yoga	Square Dancing	Other	Total Votes
Votes	8	15	6	14	3	4	50
Activity Building	16.00%	30.00%	12.00%	28.00%	6.00%	8.00%	



Aquatic Center



Activity Building



comments from board 1
comments from board 2

FACILITIES 2 COMMENTS

Topic		Hangar
	Existing	Hoa Meetings 7 Adapt Swim KFB Edu Program Host Comm Parties Special Strong Classes Special Strong Special Olympic Kayaks
	Improvements	No Comments 0
	Other	No Comments 0

Topic		Aquatic Center
	Existing	Pool Movie Night 9 Adaptive Swim Adaptive Swim Adaptive Swim Adaptive Swim Aqua Zumba Aswim Love concert in the park Aqua Yoga
	Improvements	No Comments 1
	Other	No Comments 1

Topic		Activity Building
	Existing	Adapt Swim 2 Activity Center!!
	Improvements	No Comments 0
	Other	No Comments 0

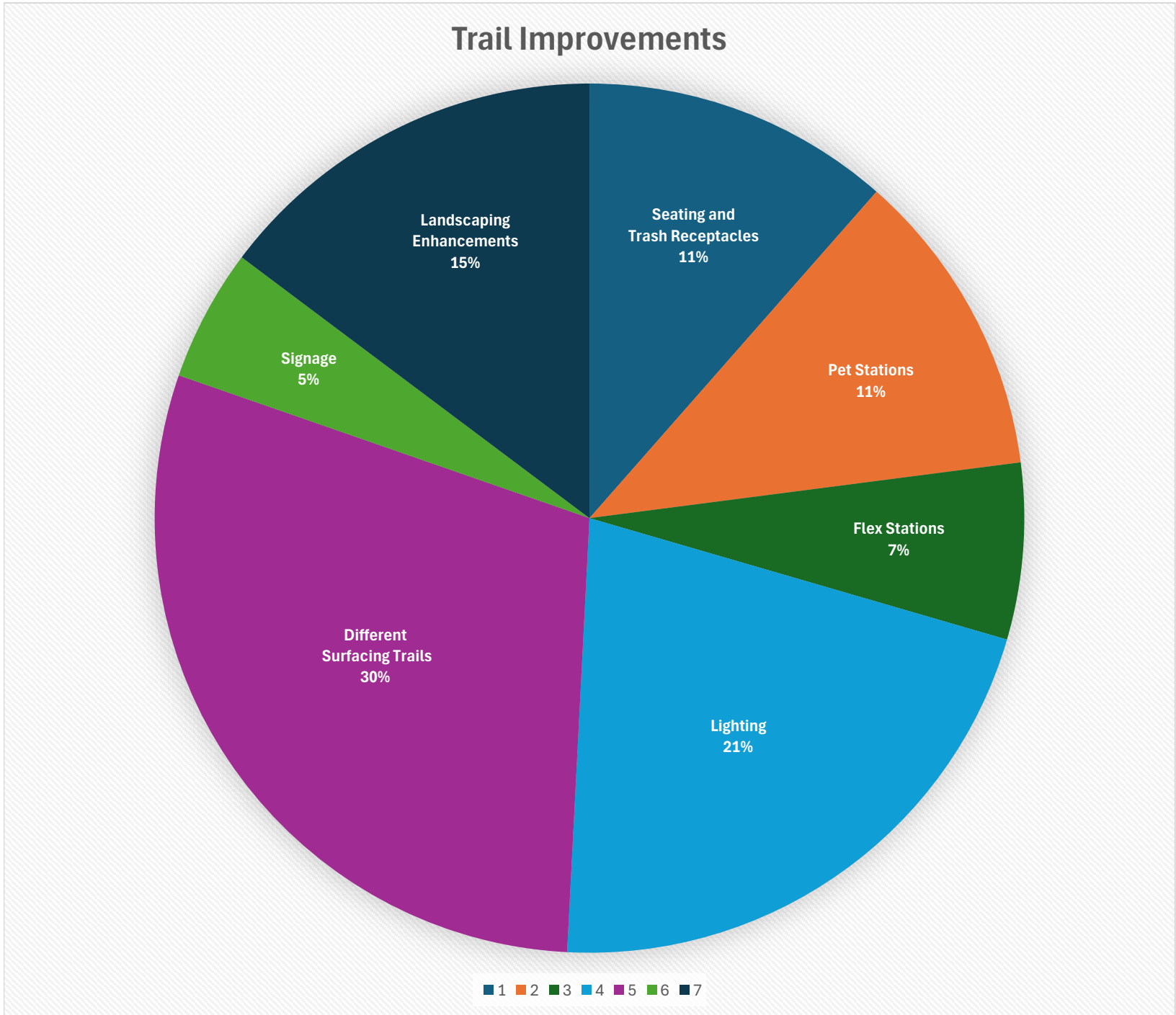
FACILITIES 3 COMMENTS

comments from board 1	Topic	Existing	Hangar	
comments from board 2			Too many competing activities with only one space	
			2	We do yoga on Tuesdays at 10:00 with Ellen
Improvements		We need a community center to house all classes etc. in one space		
		3	Need a yoga facility that is more zen and meditative	
		Need more public meeting spaces for civic groups, HOA, homeschool, scouts, etc.		
Other		No Comments		
		0		
	Topic	Existing	Aquatic Center	
			We do adaptive water aerobics with special strong during the summer	
			1	
Improvements		Dress area needed		
		6	Adult lap swimming in nonsummer	
		Larger pool, Heated pool, Dressing area, A/C Bathrooms		
		Need larger pool, more shaded area		
		More time for open lap swimming during non-summer		
		More summer water aerobics		
Other	No Comments			
	0			

Topic		Activity Building
Existing		The Girl Scouts use this building right by the senior building. Please keep an area for the Girl Scouts
	2	I want to make sure there will be space for the Girl Scouts.
Improvements		Activity Center too small, need more room, need high bay area to support indoor pickle ball, permanent table tennis room
	11	Too small, falling apart, need rec center
		Need a space for adults with special needs to gather
		Need better room with water/sink for painting. We can not take care of all people interested. Large, long sink please. No carpet.
		Need areas for the special needs community to have many opportunities such as dances, adaptive dance class, kayaking
		Need Rec Center for more activities: indoor pickleball courts, indoor basketball courts, room for social activities and rentals
		Need more areas for individuals with special needs to meet, socialize, have activities such as cooking classes, crafts and gaming
		Need indoor Basketball courts. Need rooms for meetings. Need more locations for social activities like dances.
		Need a new senior center
		Need a City Rec Center, Basketball Use
Other		Activity Building: Make It Happen!!!
	5	One blank sticky note
		Looking forward ti a new Activity Builring. Will be used a lot!!
		One blank sticky note
		stars

The data shown on pages 106 - 107 represents feedback gathered from the posters shown at the public engagement meeting held on January 26, 2024 at the Public Library. This feedback reflects support for amenities that could be implemented along future and existing trails in Friendswood.

	Votes	Percentage
Seating and Trash Receptacles	7	11.48%
Pet Stations	7	11.48%
Flex Stations	4	6.56%
Lighting	13	21.31%
Different Surfacing Trails	18	29.51%
Signage	3	4.92%
Landscaping Enhancements	9	14.75%
	100.00%	



Trails 3 COMMENTS

Topic

Seating and Trash Receptacles

Topic

Water fountains along Trail

Pet Stations

No Comments

Topic

Flex Stations

Topic

What is left of 1776 Park could use a designated trail + flex station

Lighting

More lighting, complete lighting from Stevenson Park towards dog park

Different Surfacing Trails

Topic

Connect trails with Pearland and League City for long distance rides

Bike Trails

Signage

No Comments

Topic

Landscaping Enhancements

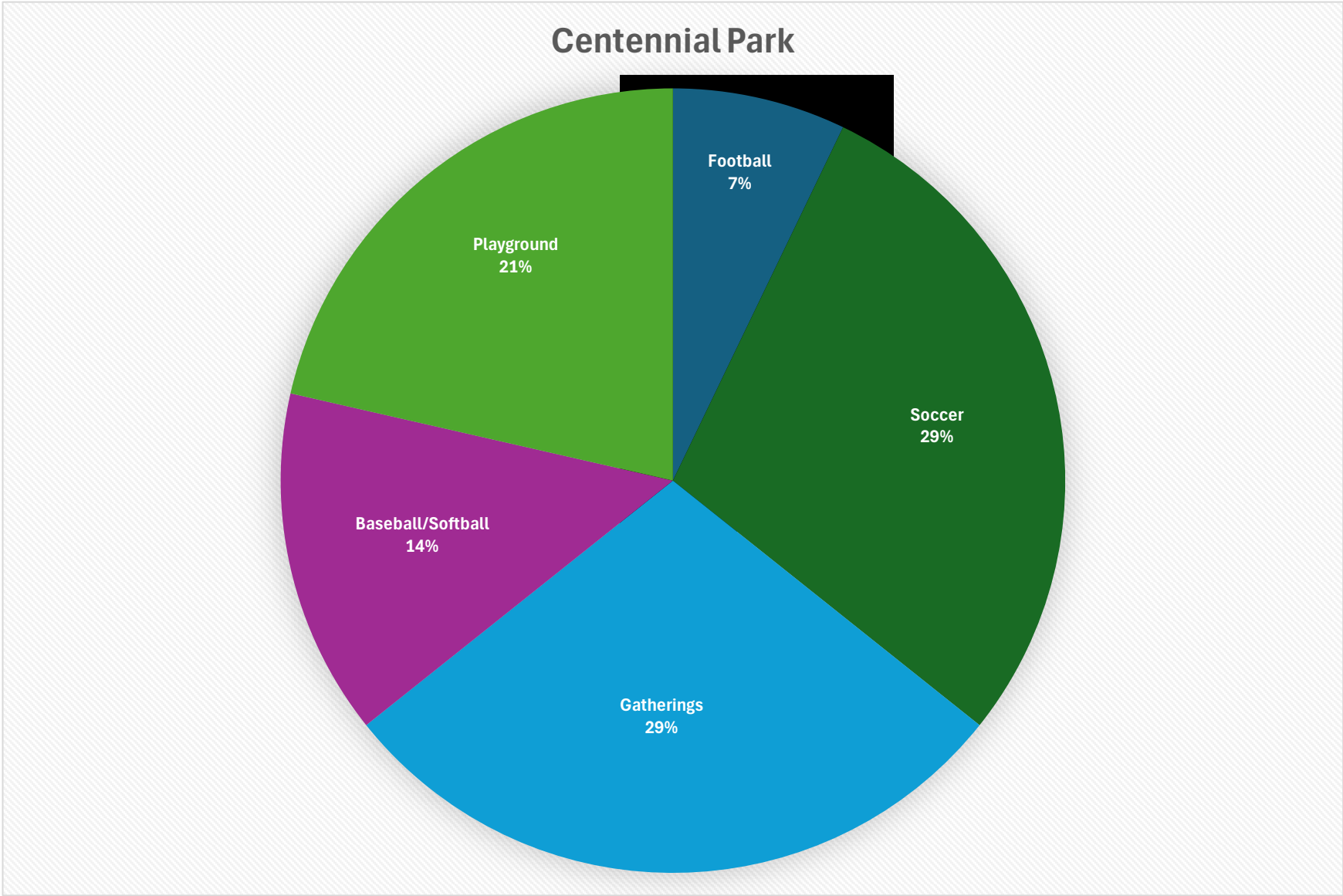
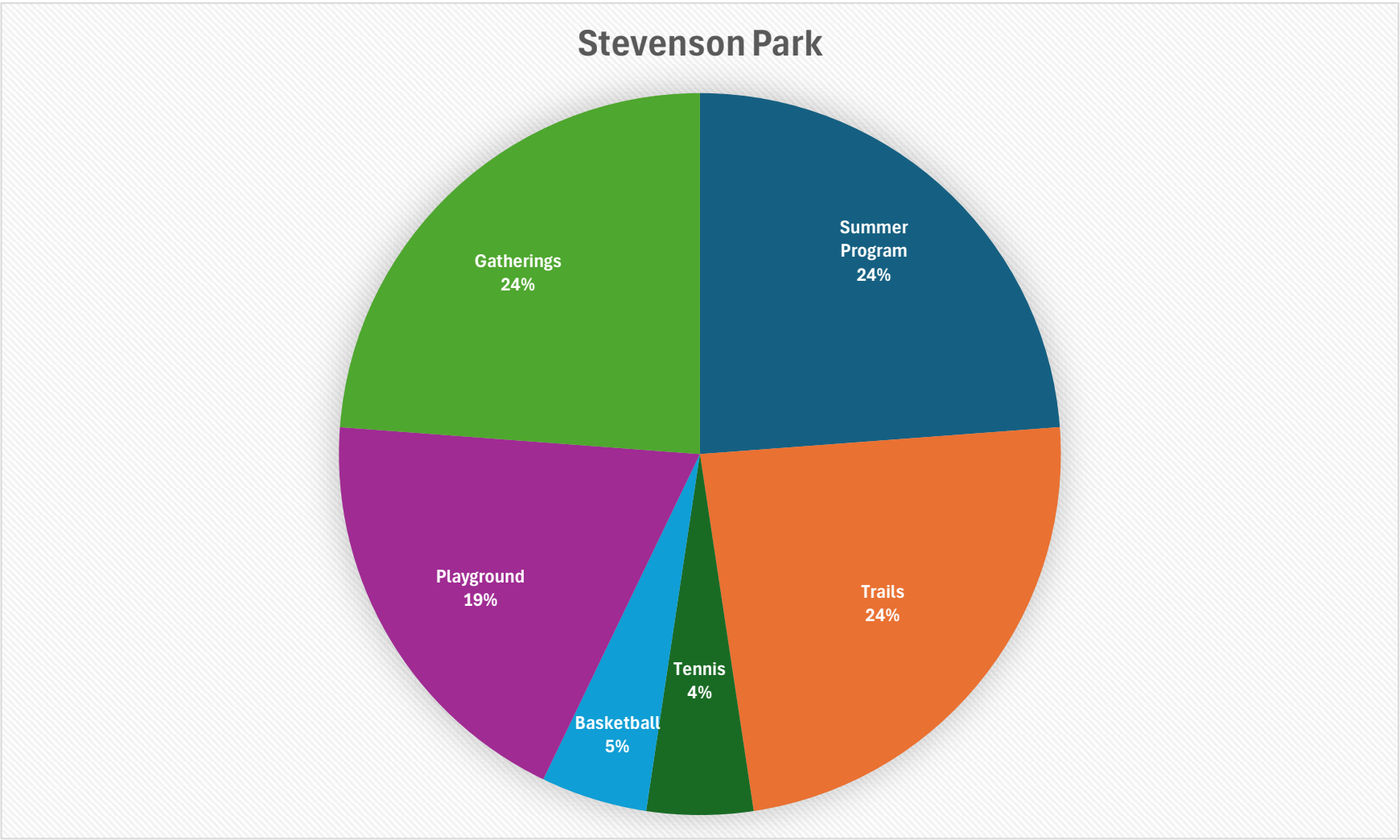
Trail along Clear Creek - concrete

Connect in some way Frankie Park and 1776 Park

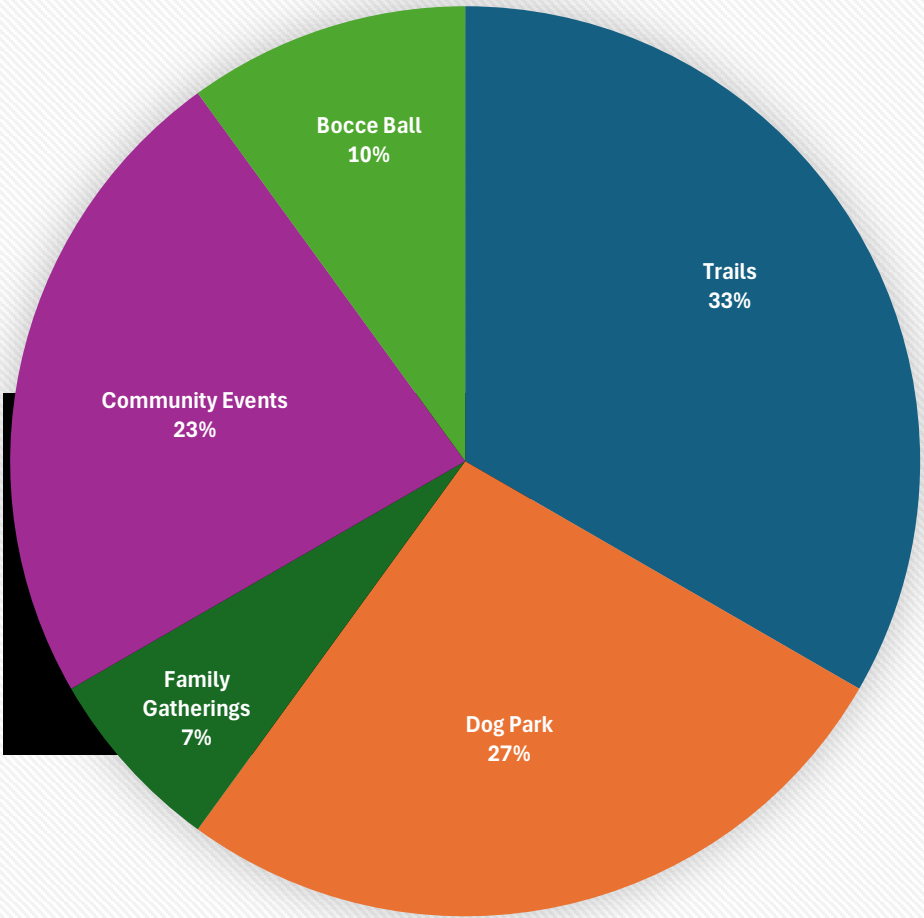
Natural, local, edible plants with information

The data shown on pages 108 - 118 represents feedback gathered from the posters shown at the public engagement meeting held on January 26, 2024 at the Public Library. This feedback highlights the park activities the public has most frequently used in the past 12 months, along with their preferences for desired and improved amenities.

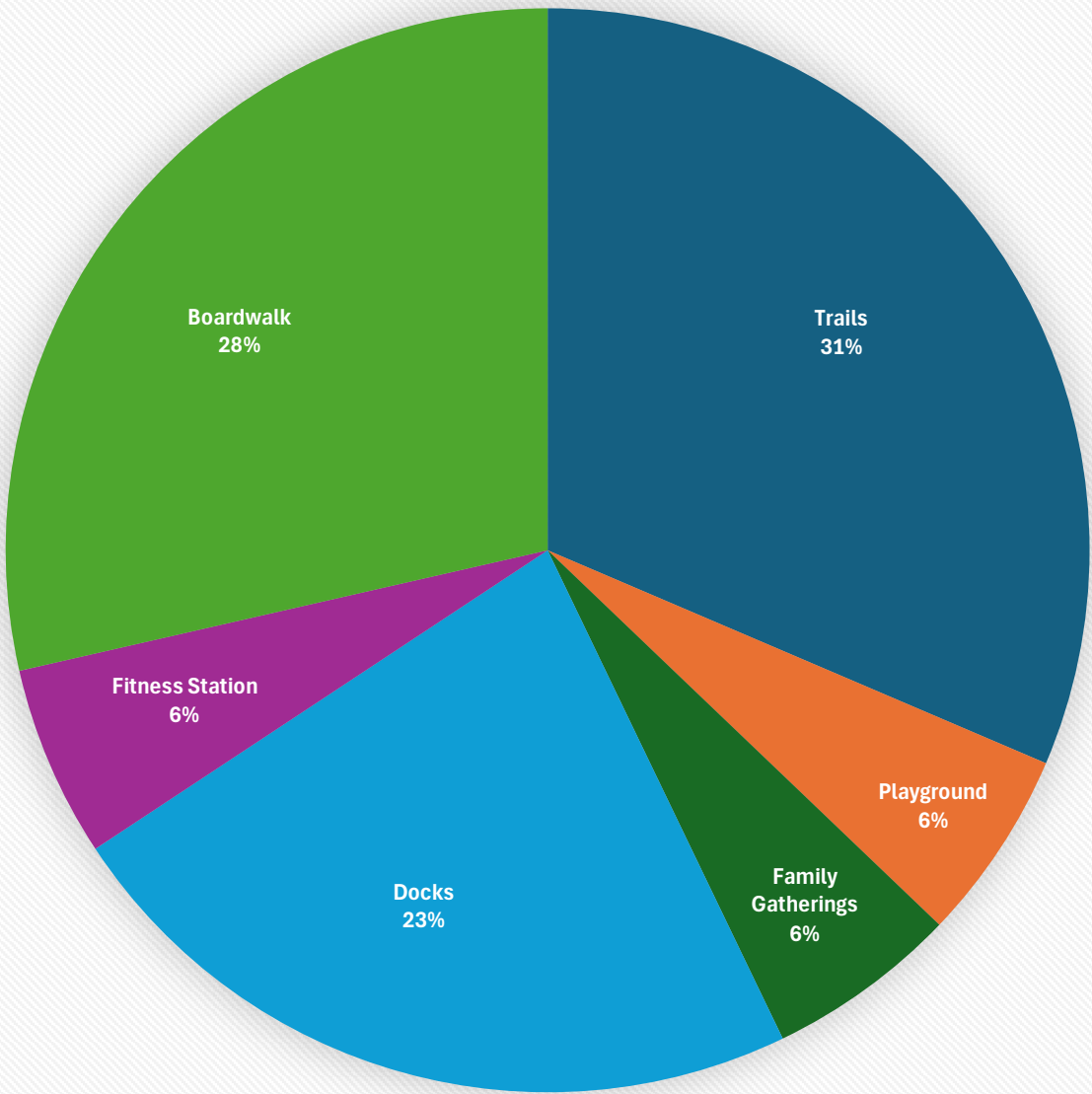
	Summer Program	Trails	Tennis	Basketball	Playground	Gatherings	Total Votes
Votes	10	10	2	2	8	10	42
Stevenson Park	23.81%	23.81%	4.76%	4.76%	19.05%	23.81%	
	Football	Lacrosse	Soccer	Gatherings	Baseball/Softball	Playground	Total Votes
Votes	1	0	4	4	2	3	14
Centennial Park	7.14%	0.00%	28.57%	28.57%	14.29%	21.43%	
	Trails	Dog Park	Family Gatherings	Reflection	Community Events	Bocce Ball	Total Votes
Votes	10	8	2	0	7	3	30
Old City Park	33.33%	26.67%	6.67%	0.00%	23.33%	10.00%	
	Trails	Playground	Family Gatherings	Docks	Fitness Stations	Boardwalk	Total Votes
Votes	11	2	2	8	2	10	35
Lake Friendswood Park	31.43%	5.71%	5.71%	22.86%	5.71%	28.57%	



Old City Park



Lake Friendswood Park



PARKS 2 COMMENTS

comments from board 1	Topic	Stevenson Park	
		Existing	Love concert in the park
comments from board 2			1
		Improvements	Summer camp needs to grow. Its my favorite time of year.
			4 Larger camp facility for youth
			Summer camp is <u>sg</u> important to dual income families. We <u>need</u> this camp. This camp sells out in seconds. Recommend younger camp and older camp locations to aleviate registration. -Toon
			Friendswood summer camp needs to allow for <u>GROWTH</u> .
		Other	Registration for summer camps should allow volunteer opportunities or donations to allow for priority registration
			1
		Topic	Centennial Park
		Existing	No Comment
			0
		Improvements	No Comment
			0
		Other	No Comment
			0

Topic	Old City Park	
Existing	No Comment	
	0	
Improvements	Fun agility equipment for dogs	
	3 *Running trails	
	Bigger (Dog Park)	
Other	No Comment	
	0	

Topic	Lake Friendswood Park	
Existing	No Comment	
	0	
Improvements	No Comment	
	0	
Other	No Comment	
	0	

PARKS 3 COMMENTS				comments from board 1	
				comments from board 2	
Topic	Stevenson Park		Topic	Centennial Park	
Existing	No Comments		Existing	No Comments	
	0			0	
Improvements	4 Fix tennis court Expanded and heated pool Pickleball Indoor and Outdoor (Activity Center) Life-sized chess board for play		Improvements	No Comments	
				0	
Other	One Sticker		Other	One Sticker	
	1			1	
Topic	Old City Park		Topic	Lake Friendswood Park	
Existing	No Comments		Existing	We practice kayaking with special olympics during the summer. We competed in 2022 in the fall.	
	0			1	
Improvements	No Comments		Improvements	2 more hours availability, more parking additional fishing piers for docks to spread out crowds and fishing pressure	
	0				
Other	No Comments		Other	12 stop people using the track as a bicycle racing track no playground no playground at the lake stop bike races at lake friendswood stop bike racing at lake of friendswood no playground at lake friendswood, water safety concerns and supervision concerns do not block lake views of the people who live near lake friendswood no bikes/racing, no playground, no kayak renting safety please no kayak at friendswood lake, no playground at friendswood lake, huge safety concerns for neighborhood. blank sticky note one sticker one sticker	
	0				

Topic		1776 Park	Topic
Existing		No Comments	Existing
	0		
Improvements		restrooms for kayakers on paddle trails	Improvements
	5	lighting needed	
		^ I like this	
		better trails, biking/dirty trails	
		star	
Other		No Comments	Other
	0		

	Renwick Park
Existing	I played baseball in the spring with Little League for 19 years.
1	
Improvements	drainage of fields, lighting all fields good needs work, better bleacher and shade area
2	Please turf field 5. We can use for all ages. Helps with bad weather times. It will be Renwick's showcase field for our 12 yr. old group
Other	one sticker
1	

Topic		Wesley J. Canning Park	Topic
Existing		No Comments	Existing
	0		
Improvements		good location for a community recreation center	Improvements
	2	lacross fields, soccer small site fields, for when not used for flood overflow	
Other		No Comments	Other
	0		

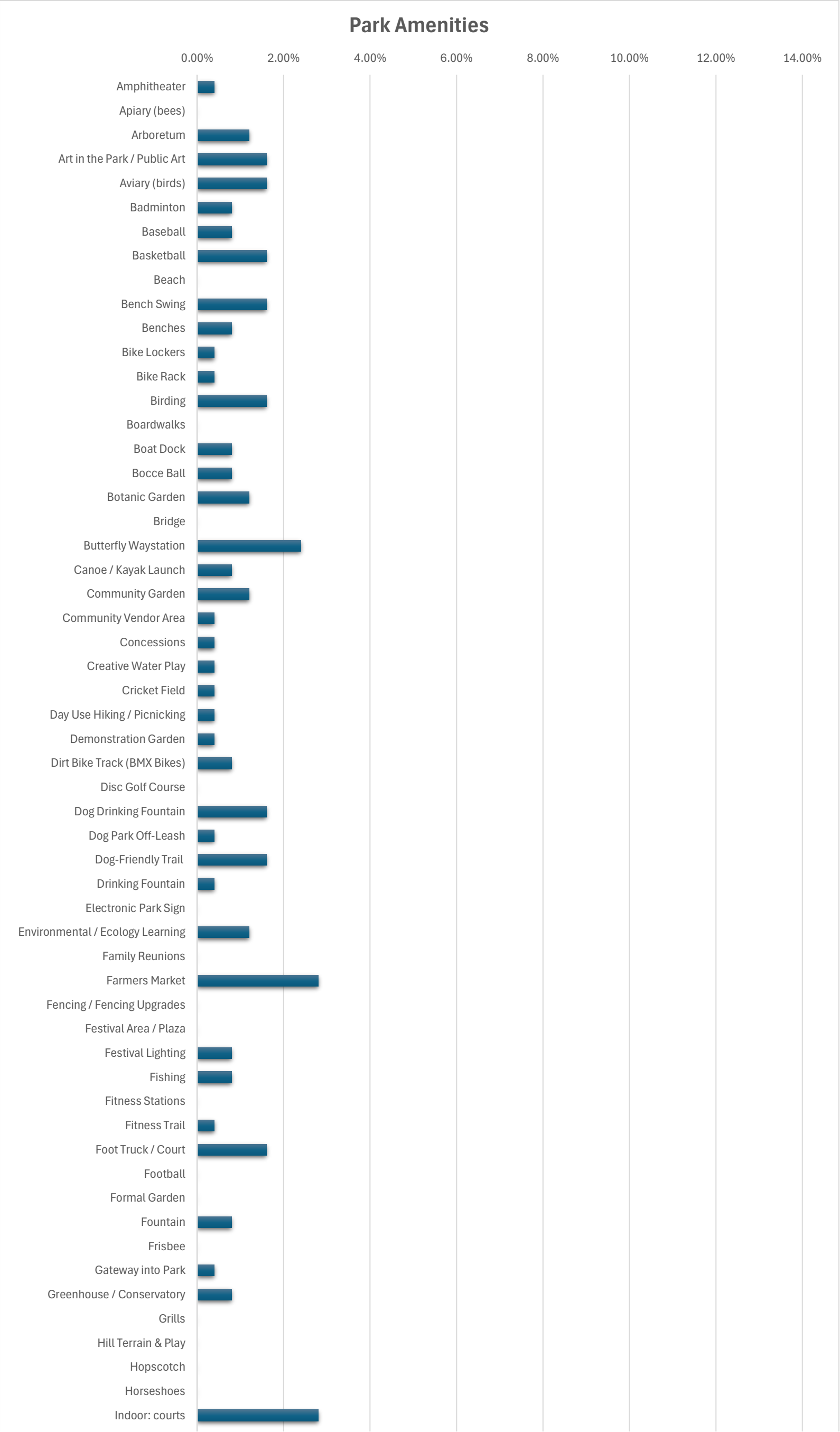
	Lundy Lane 27Ac. Park
Existing	No Comments
0	
Improvements	more signage
1	
Other	blank sticky note
1	

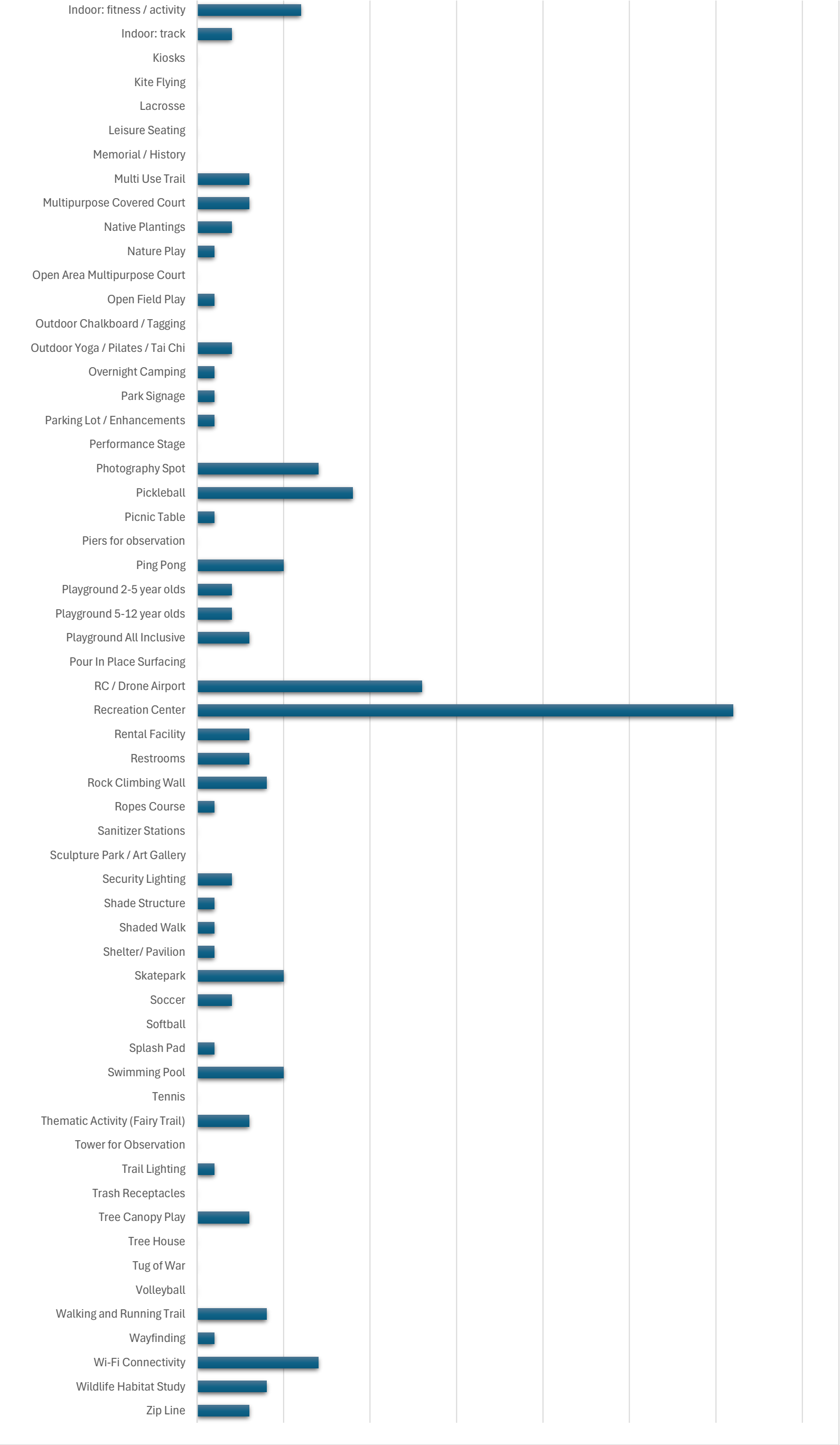
Parks 4

		Amenities offered in Parks today	Amenities you would like to see more or improved in Parks		
1	Amphitheater	X	1		0.40%
2	Apiary (bees)	X	0		0.00%
3	Arboretum		3		1.20%
4	Art in the Park / Public Art		4		1.60%
5	Aviary (birds)		4		1.60%
6	Badminton		2		0.80%
7	Baseball	X	2		0.80%
8	Basketball	X	4		1.60%
9	Beach		0		0.00%
10	Bench Swing		4		1.60%
11	Benches	X	2		0.80%
12	Bike Lockers		1		0.40%
13	Bike Rack	X	1		0.40%
14	Birding		4		1.60%
15	Boardwalks	X	0		0.00%
16	Boat Dock	X	2		0.80%
17	Bocce Ball		2		0.80%
18	Botanic Garden		3		1.20%
19	Bridge	X	0		0.00%
20	Butterfly Waystation	X	6		2.40%
21	Canoe / Kayak Launch	X	2		0.80%
22	Community Garden		3		1.20%
23	Community Vendor Area		1		0.40%
24	Concessions	X	1		0.40%
25	Creative Water Play	X	1		0.40%
26	Cricket Field		1		0.40%
27	Day Use Hiking / Picnicking		1		0.40%
28	Demonstration Garden		1		0.40%
29	Dirt Bike Track (BMX Bikes)		2		0.80%
30	Disc Golf Course	X	0		0.00%
31	Dog Drinking Fountain	X	4		1.60%
32	Dog Park Off-Leash	X	1		0.40%
33	Dog-Friendly Trail	X	4		1.60%
34	Drinking Fountain	X	1		0.40%
35	Electronic Park Sign	X	0		0.00%
36	Environmental / Ecology Learning		3		1.20%
37	Family Reunions	X	0		0.00%
38	Farmers Market	X	7		2.80%
39	Fencing / Fencing Upgrades	X	0		0.00%

40	Festival Area / Plaza	X	0		0.00%
41	Festival Lighting	X	2		0.80%
42	Fishing	X	2		0.80%
43	Fitness Stations	X	0		0.00%
44	Fitness Trail	X	1		0.40%
45	Foot Truck / Court		4		1.60%
46	Football	X	0		0.00%
47	Formal Garden		0		0.00%
48	Fountain	X	2		0.80%
49	Frisbee	X	0		0.00%
50	Gateway into Park	X	1		0.40%
51	Greenhouse / Conservatory		2		0.80%
52	Grills	X	0		0.00%
53	Hill Terrain & Play		0		0.00%
54	Hopscotch		0		0.00%
55	Horseshoes		0		0.00%
56	Indoor: courts		7		2.80%
57	Indoor: fitness / activity		6		2.40%
58	Indoor: track		2		0.80%
59	Kiosks		0		0.00%
60	Kite Flying	X	0		0.00%
61	Lacrosse	X	0		0.00%
62	Leisure Seating	X	0		0.00%
63	Memorial / History	X	0		0.00%
64	Multi Use Trail	X	3		1.20%
65	Multipurpose Covered Court		3		1.20%
66	Native Plantings	X	2		0.80%
67	Nature Play	X	1		0.40%
68	Open Area Multipurpose Court		0		0.00%
69	Open Field Play	X	1		0.40%
70	Outdoor Chalkboard / Tagging		0		0.00%
71	Outdoor Yoga / Pilates / Tai Chi		2		0.80%
72	Overnight Camping		1		0.40%
73	Park Signage	X	1		0.40%
74	Parking Lot / Enhancements	X	1		0.40%
75	Performance Stage	X	0		0.00%
76	Photography Spot		7		2.80%
77	Pickleball	X	9		3.60%
78	Picnic Table	X	1		0.40%

79	Piers for observation		0		0.00%
80	Ping Pong	X	5		2.00%
81	Playground 2-5 year olds	X	2		0.80%
82	Playground 5-12 year olds	X	2		0.80%
83	Playground All Inclusive	X	3		1.20%
84	Pour In Place Surfacing	X	0		0.00%
85	RC / Drone Airport		13		5.20%
86	Recreation Center	X	31		12.40%
87	Rental Facility	X	3		1.20%
88	Restrooms	X	3		1.20%
89	Rock Climbing Wall		4		1.60%
90	Ropes Course		1		0.40%
91	Sanitizer Stations		0		0.00%
92	Sculpture Park / Art Gallery		0		0.00%
93	Security Lighting	X	2		0.80%
94	Shade Structure	X	1		0.40%
95	Shaded Walk	X	1		0.40%
96	Shelter/ Pavilion	X	1		0.40%
97	Skatepark		5		2.00%
98	Soccer	X	2		0.80%
99	Softball	X	0		0.00%
100	Splash Pad	X	1		0.40%
101	Swimming Pool	X	5		2.00%
102	Tennis	X	0		0.00%
103	Thematic Activity (Fairy Trail)		3		1.20%
104	Tower for Observation		0		0.00%
105	Trail Lighting	X	1		0.40%
106	Trash Receptacles	X	0		0.00%
107	Tree Canopy Play		3		1.20%
108	Tree House		0		0.00%
109	Tug of War		0		0.00%
110	Volleyball	X	0		0.00%
111	Walking and Running Trail	X	4		1.60%
112	Wayfinding	X	1		0.40%
113	Wi-Fi Connectivity		7		2.80%
114	Wildlife Habitat Study		4		1.60%
115	Zip Line		3		1.20%

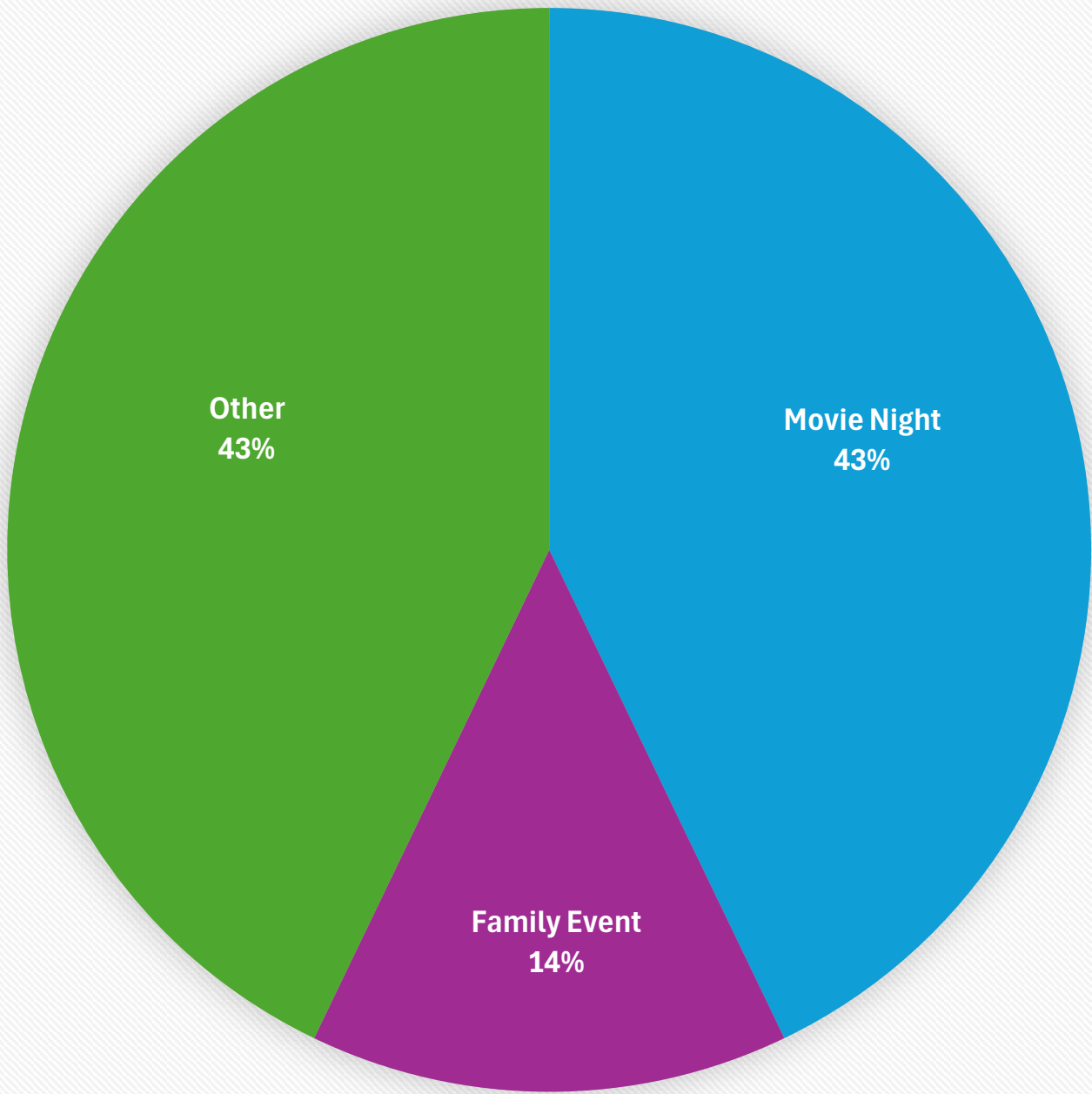




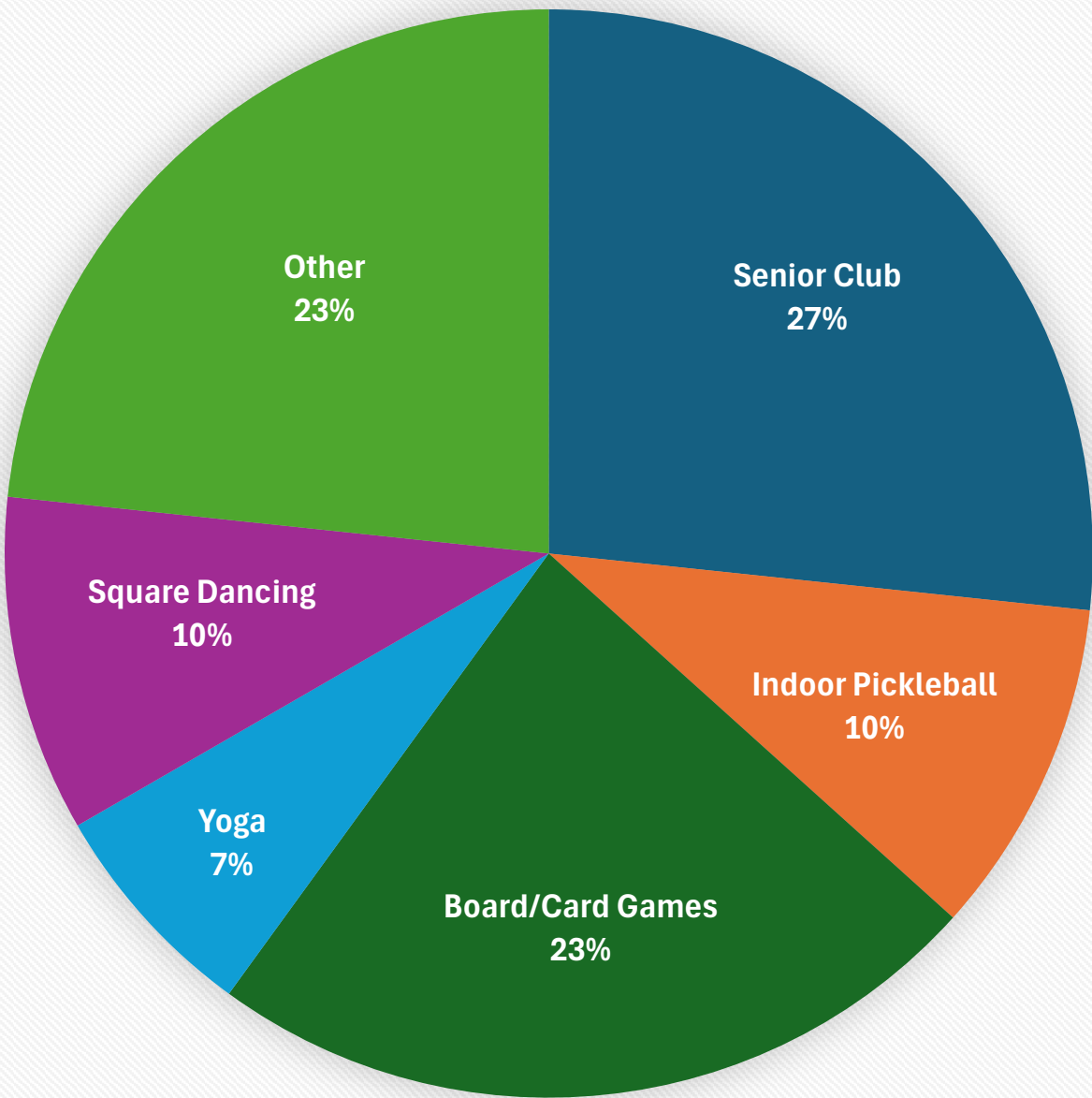
The data below on pages 119 - 122 represents feedback gathered from the posters shown at the public engagement meeting held on January 30, 2024 at the Senior Activity Center. This feedback reflects which facilities the public utilized most recently within the past 12 months.

	Summer Program	Banquet Hall	Square Dancing	Quinceanera	Playground	Other	Total Votes
Votes	0	0	0	0	0	0	0
Hangar	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Swimming Team	Swimming Lessons	Summer Program	Movie Night	Family Event	Other	Total Votes
Votes	0	0	0	3	1	3	7
Aquatic Center	0.00%	0.00%	0.00%	42.86%	14.29%	42.86%	
	Senior Club	Indoor Pickleball	Board/Card Games	Yoga	Square Dancing	Other	Total Votes
Votes	8	3	7	2	3	7	30
Activity Building	26.67%	10.00%	23.33%	6.67%	10.00%	23.33%	

Aquatic Center



Activity Building



comments from board F-2
comments from board F-1

FACILITIES 2 COMMENTS

Topic		Hangar
Existing	N/A	0
Improvements	N/A	0
Other	N/A	0
Topic		Aquatic Center
Existing	Aqua Zumba	2 Summer Concert
Improvements	Keep up pool indoor heated pool would be good too.	2 Indoor heated pool seniors need it!
Other	N/A	0

Topic		Activity Building
Existing		Zumba
	5	Zumba
		Zumba
		Line Dancing
		Line Dancing
Improvements		Need more room, storage, better parking
	5	New building. <u>Wasting money</u> trying to repair and keep up an <u>old building</u>
		<u>New building</u>
		Bigger building
		New Building
Other		More Trip
	1	

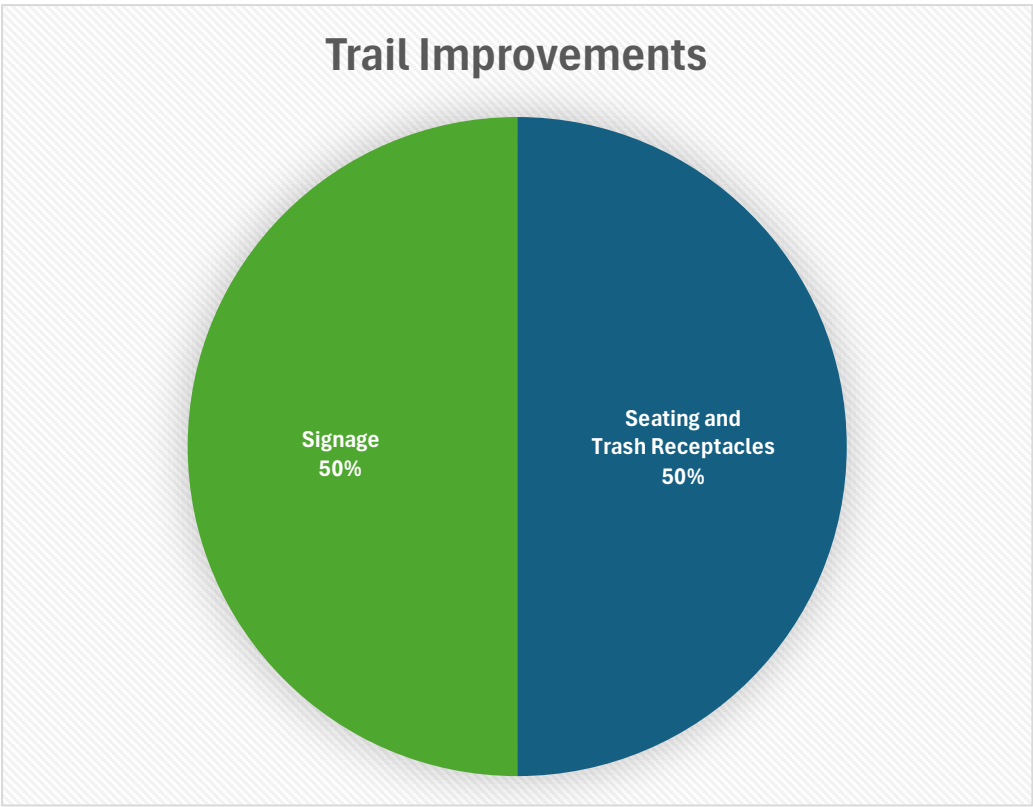
FACILITIES 3 COMMENTS

- comments from board 1
- comments from board 2
- comments from board F1-3
- comments from board F1-4

Topic	Hangar	
Existing	N/A	
	0	
Improvements	Indoor walking area	
	2 Indoor walking area	
Other	N/A	
	0	
Topic	Aquatic Center	
Existing	N/A	
	0	
Improvements	indoor pool	
	2 improve restrooms, lockers, dressing rooms	
Other	N/A	
	0	
Topic	Activity Building	
Existing	N/A	
	0	
Improvements	<u>New building</u> or renovate the building	
	13 Renovate or New building!!! When????	
	Pickleball courts indoor	
	New or renovated activity blg.!!!	
	Clogging	
	New Building Yes!	
	Improve/New Building	
	Bigger Activity Building	
	Build a larger Activity Bldg! Amen!	
	Building a large activity Bldg!	
	Need a bigger building	
	New building with larger rooms	
	A larger facility, configured with separate rooms to accommodate active sports; e.g., ping pong	
Other	Thank you for doing this!	
	1	

The data below on pages 123 - 124 represents feedback gathered from the posters shown at the public engagement meeting held on January 30, 2024 at the Senior Activity Center. This feedback reflects support for amenities that could be implemented along future and existing trails in Friendswood.

	Votes	Percentage
Seating and Trash Receptacles	1	50.00%
Pet Stations	0	0.00%
Flex Stations	0	0.00%
Lighting	0	0.00%
Different Surfacing Trails	0	0.00%
Signage	1	50.00%
Landscaping Enhancements	0	0.00%
	100.00%	



comments from T3

Trails 3 COMMENTS

Topic

Seating and Trash Receptacles

Topic

Pet Stations

Shade for benches

Topic

Flex Stations

Topic

Lighting

Topic

Different Surfacing Trails

Topic

Signage

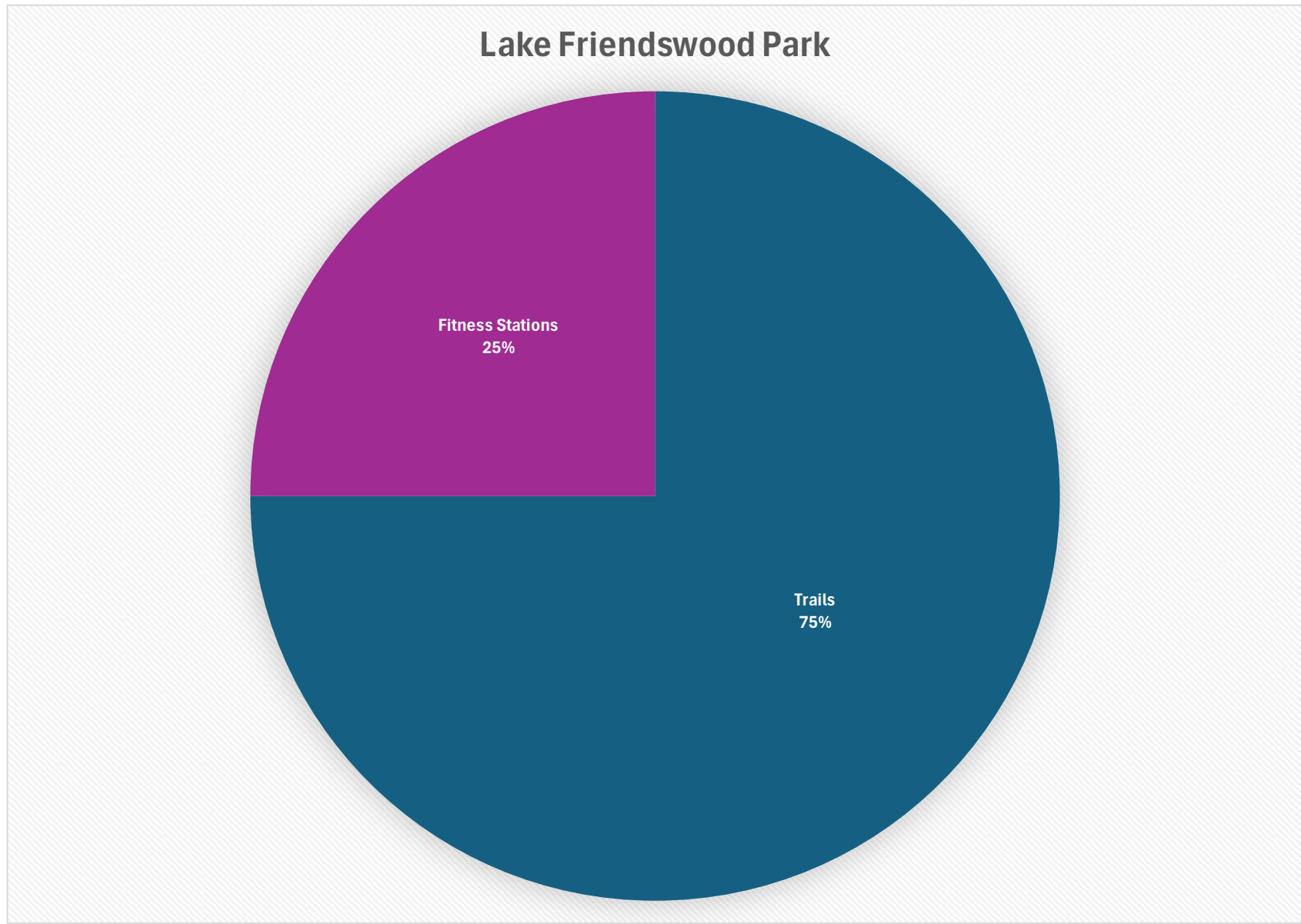
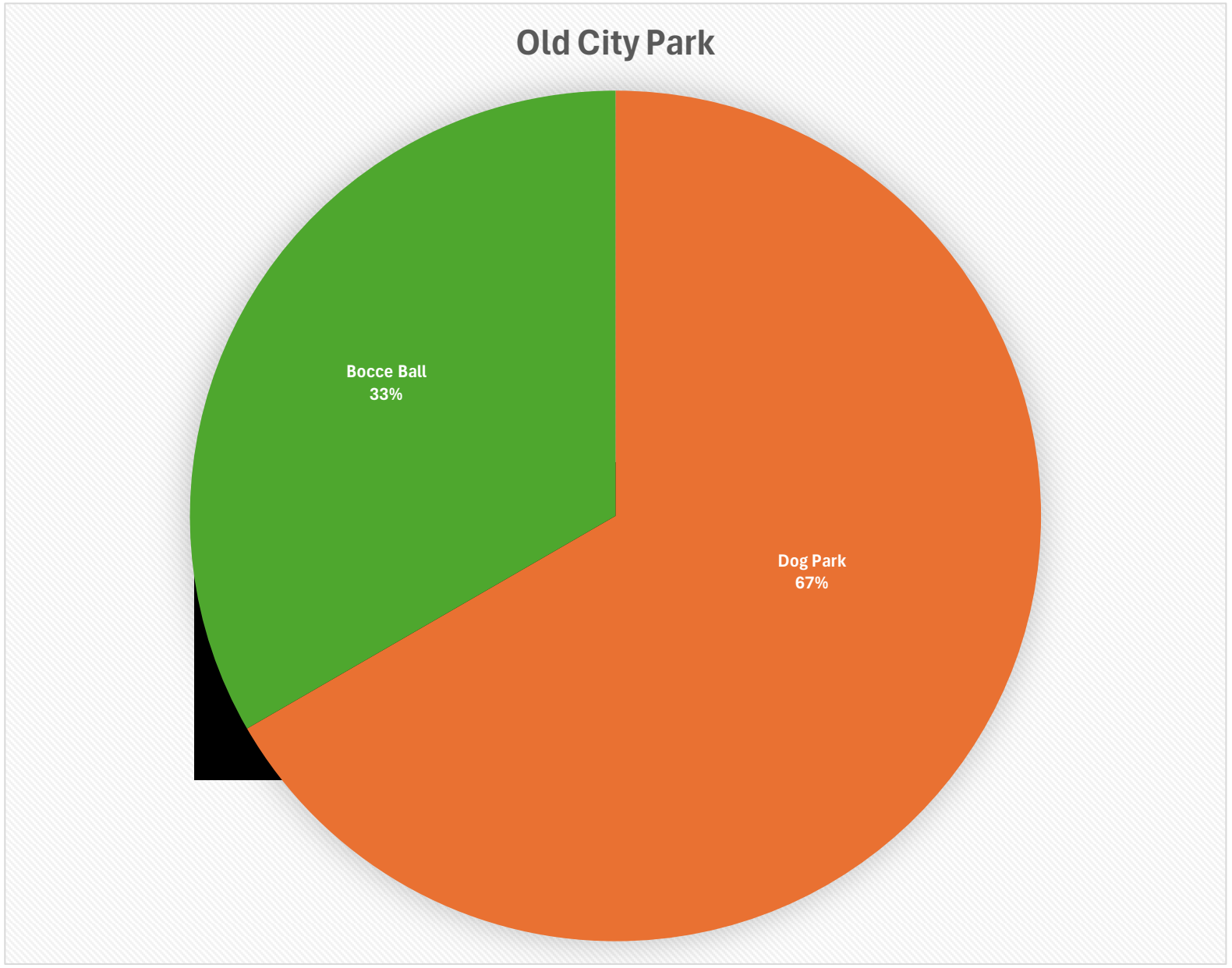
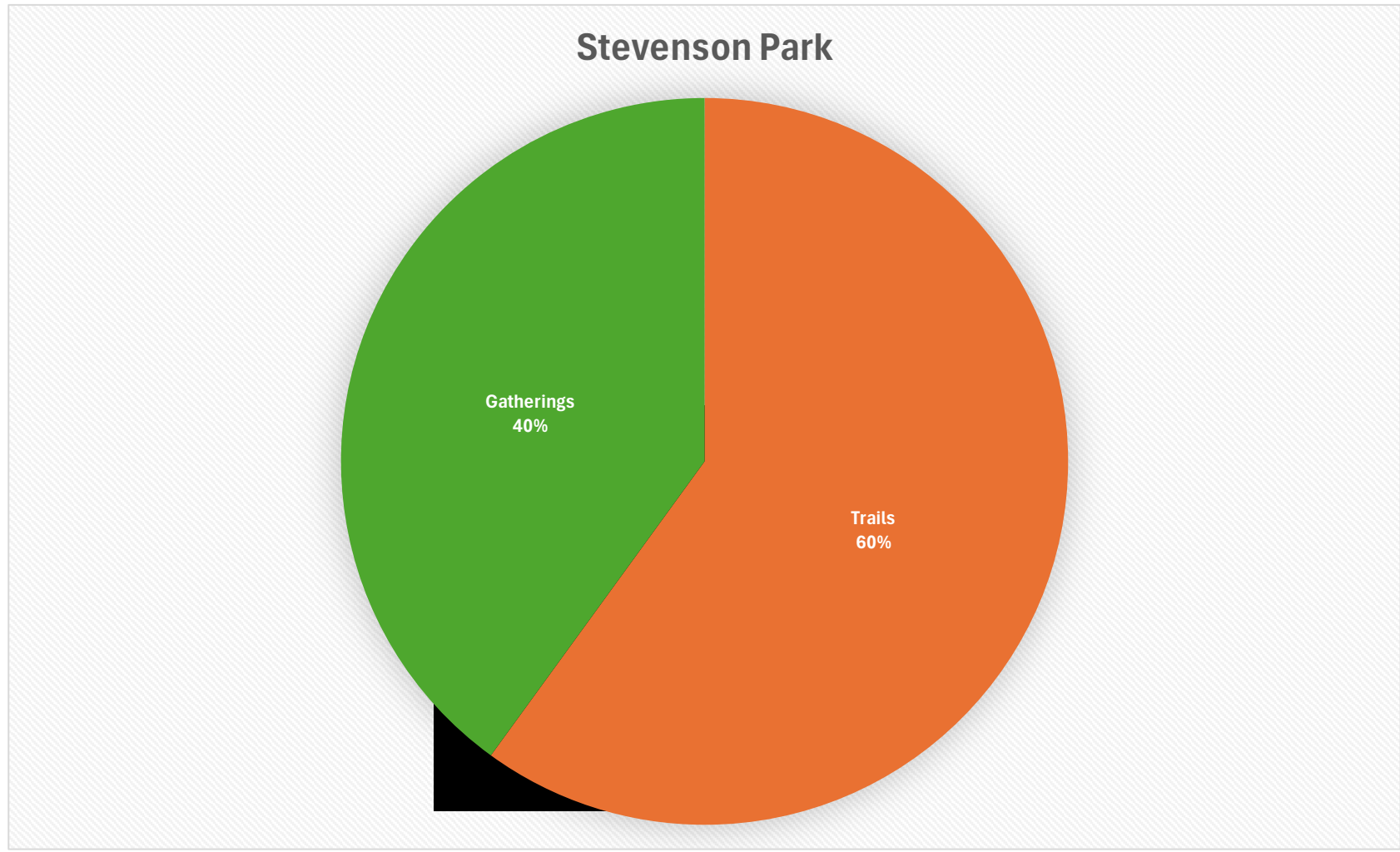
Description of wildlife on trail - esp. birds

Topic

Landscaping Enhancements

The data below on pages 125 - 133 represents feedback gathered from the posters shown at the public engagement meeting held on January 30, 2024 at the Senior Activity Center. This feedback highlights the park activities the public has most frequently used in the past 12 months, along with their preferences for desired and improved amenities.

	Summer Program	Trails	Tennis	Basketball	Playground	Gatherings
Votes	0	3	0	0	0	2
Stevenson Park	0.00%	60.00%	0.00%	0.00%	0.00%	40.00%
	Football	Lacrosse	Soccer	Gatherings	Baseball/Softball	Playground
Votes	0	0	0	0	0	0
Centennial Park	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Trails	Dog Park	Family Gatherings	Reflection	Community Events	Bocce Ball
Votes	0	2	0	0	0	1
Old City Park	0.00%	66.67%	0.00%	0.00%	0.00%	33.33%
	Trails	Playground	Family Gatherings	Docks	Fitness Stations	Boardwalk
Votes	3	0	0	0	1	0
Lake Friendswood Park	75.00%	0.00%	0.00%	0.00%	25.00%	0.00%



PARKS 2 COMMENTS

comments from board P2

Stevenson Park		
Topic	Existing	Gathering, walking, solitude 2 I walk at Stevenson Park but it's only half a mile. I use the concrete sidewalk and dog park!
	Improvements	N/A 0
	Other	N/A 0
Old City Park		
Topic	Existing	Dog Park/ Trail: I don't have a dog but I enjoy walking at the park on a nice sunny cool day and there is a restroom in that area. The trail to get to the dog park is a ramp. Excellent way to get strength in my legs. 2 Bocce Ball
	Improvements	N/A 0
	Other	N/A 0

Centennial Park		
Topic	Existing	N/A 0
	Improvements	N/A 0
	Other	N/A 0
Lake Friendswood Park		
Topic	Existing	I enjoy walking at Lake Friendswood because it has the fitness workout :) Need fitness station at Stevenson Park. 1
	Improvements	N/A 0
	Other	N/A 0

PARKS 3 COMMENTS

Topic	Stevenson Park	
Existing	N/A	0
Improvements	Wider walking trail 5 Fitness Stations bench swings An additional covered pavilion Fill in low spots where water lays bocce ball	
Other	N/A	0
Topic	Centennial Park	
Existing	N/A	0
Improvements	N/A	0
Other	N/A	0
Topic	Old City Park	
Existing	N/A	0
Improvements	N/A	0
Other	N/A	0
Topic	Lake Friendswood Park	
Existing	N/A	0
Improvements	More fish in lake	1
Other	N/A	0

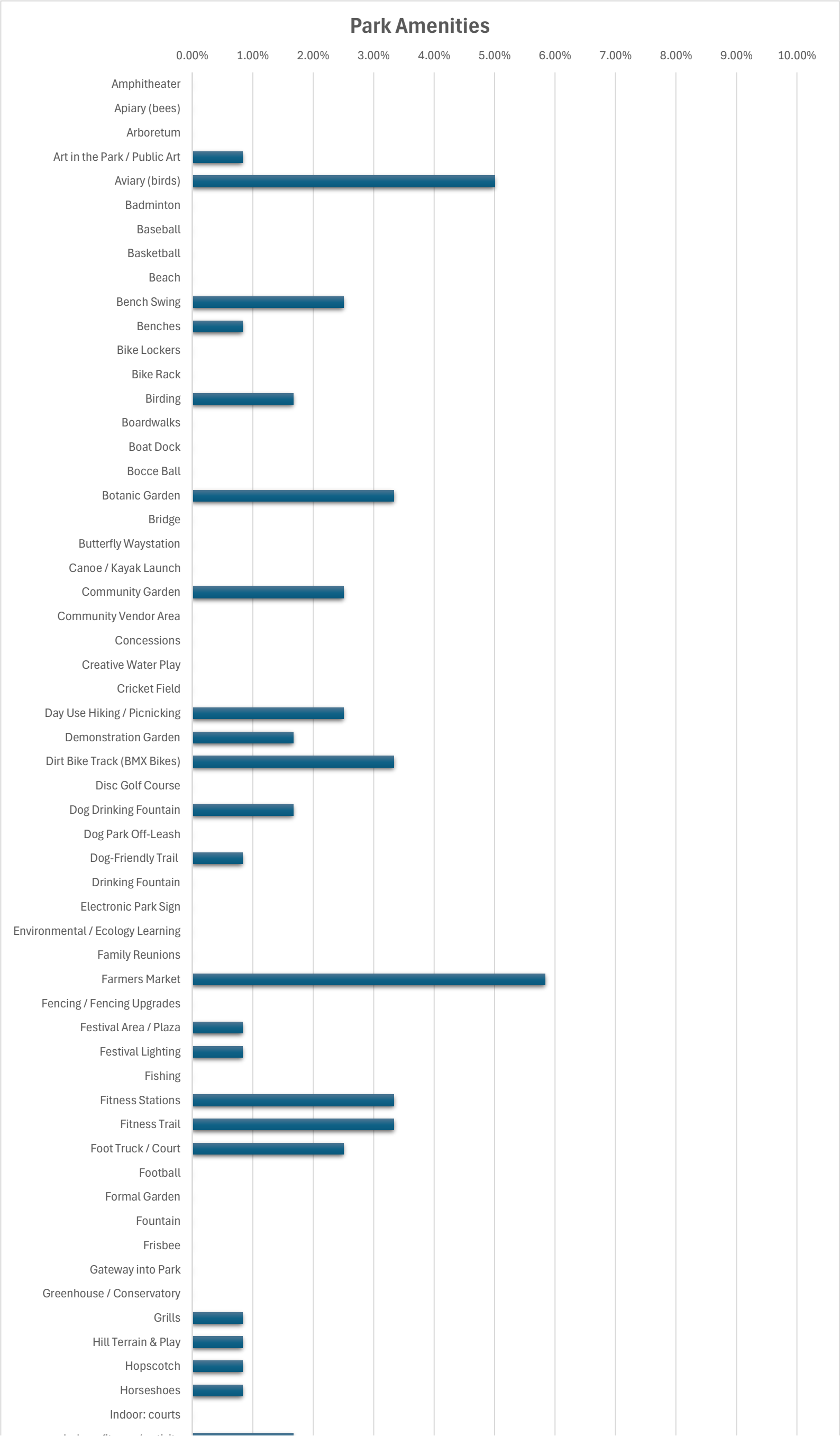
Topic	1776 Park	
	Existing	N/A
		0
	Improvements	N/A
		0
	Other	N/A
		0
Topic	Renwick Park	
	Existing	N/A
		0
	Improvements	N/A
		0
	Other	N/A
		0
Topic	Wesley J. Canning Park	
	Existing	N/A
		0
	Improvements	Make hard surface walk-way around park. 4-wheelers are tearing up the walk-way around it and making it mud!
		2 Bike Trail around drainage pond would be nice! concrete or crushed granite
	Other	N/A
		0
Topic	Lundy Lane 27Ac. Park	
	Existing	N/A
		0
	Improvements	Sports complex with at least 2 turf field large enough for lacrosse with multiple grass fields to host tournaments. (would bring revenue to friendswood businesses)
		4 Indoor sports plex with field large enough for a lacrosse field
		Trails - hiking or biking, Pickleball, tennis courts, picnicking, covered pavilion
		Bike trail would be nice. concrete or crushed granite
	Other	blank sticky note
		2 one sticker

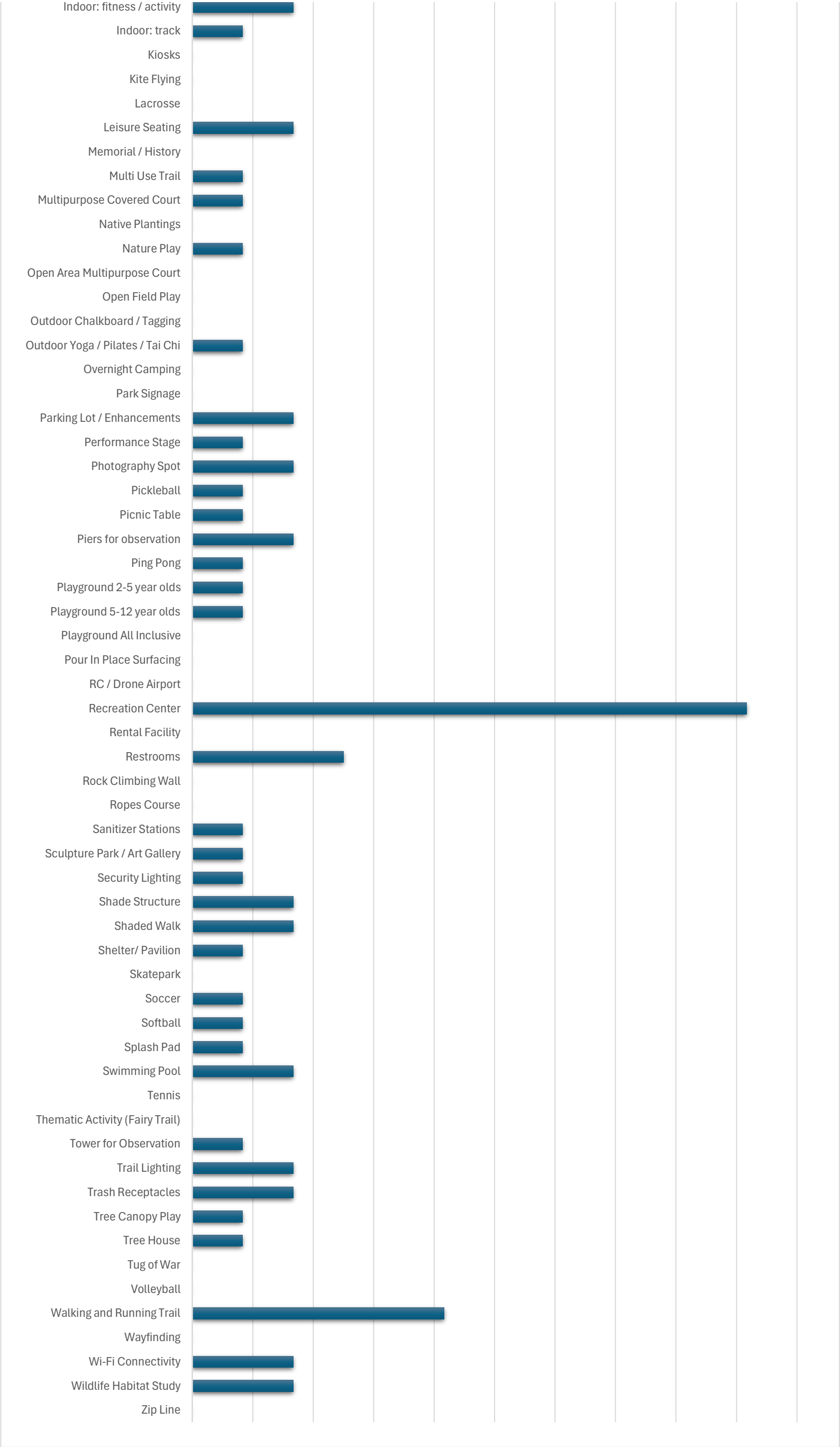
Parks 4

		Amenities offered in Parks today	Amenities you would like to see more or improved in Parks		
1	Amphitheater	X	0		0.00%
2	Apiary (bees)	X	0		0.00%
3	Arboretum		0		0.00%
4	Art in the Park / Public Art		1		0.83%
5	Aviary (birds)		6		5.00%
6	Badminton		0		0.00%
7	Baseball	X	0		0.00%
8	Basketball	X	0		0.00%
9	Beach		0		0.00%
10	Bench Swing		3		2.50%
11	Benches	X	1		0.83%
12	Bike Lockers		0		0.00%
13	Bike Rack	X	0		0.00%
14	Birding		2		1.67%
15	Boardwalks	X	0		0.00%
16	Boat Dock	X	0		0.00%
17	Bocce Ball		0		0.00%
18	Botanic Garden		4		3.33%
19	Bridge	X	0		0.00%
20	Butterfly Waystation	X	0		0.00%
21	Canoe / Kayak Launch	X	0		0.00%
22	Community Garden		3		2.50%
23	Community Vendor Area		0		0.00%
24	Concessions	X	0		0.00%
25	Creative Water Play	X	0		0.00%
26	Cricket Field		0		0.00%
27	Day Use Hiking / Picnicking		3		2.50%
28	Demonstration Garden		2		1.67%
29	Dirt Bike Track (BMX Bikes)		4		3.33%
30	Disc Golf Course	X	0		0.00%
31	Dog Drinking Fountain	X	2		1.67%
32	Dog Park Off-Leash	X	0		0.00%
33	Dog-Friendly Trail	X	1		0.83%
34	Drinking Fountain	X	0		0.00%
35	Electronic Park Sign	X	0		0.00%
36	Environmental / Ecology Learning		0		0.00%
37	Family Reunions	X	0		0.00%
38	Farmers Market	X	7		5.83%
39	Fencing / Fencing Upgrades	X	0		0.00%
40	Festival Area / Plaza	X	1		0.83%
41	Festival Lighting	X	1		0.83%
42	Fishing	X	0		0.00%
43	Fitness Stations	X	4		3.33%

44	Fitness Trail	X	4		3.33%
45	Foot Truck / Court		3		2.50%
46	Football	X	0		0.00%
47	Formal Garden		0		0.00%
48	Fountain	X	0		0.00%
49	Frisbee	X	0		0.00%
50	Gateway into Park	X	0		0.00%
51	Greenhouse / Conservatory		0		0.00%
52	Grills	X	1		0.83%
53	Hill Terrain & Play		1		0.83%
54	Hopscotch		1		0.83%
55	Horseshoes		1		0.83%
56	Indoor: courts		0		0.00%
57	Indoor: fitness / activity		2		1.67%
58	Indoor: track		1		0.83%
59	Kiosks		0		0.00%
60	Kite Flying	X	0		0.00%
61	Lacrosse	X	0		0.00%
62	Leisure Seating	X	2		1.67%
63	Memorial / History	X	0		0.00%
64	Multi Use Trail	X	1		0.83%
65	Multipurpose Covered Court		1		0.83%
66	Native Plantings	X	0		0.00%
67	Nature Play	X	1		0.83%
68	Open Area Multipurpose Court		0		0.00%
69	Open Field Play	X	0		0.00%
70	Outdoor Chalkboard / Tagging		0		0.00%
71	Outdoor Yoga / Pilates / Tai Chi		1		0.83%
72	Overnight Camping		0		0.00%
73	Park Signage	X	0		0.00%
74	Parking Lot / Enhancements	X	2		1.67%
75	Performance Stage	X	1		0.83%
76	Photography Spot		2		1.67%
77	Pickleball	X	1		0.83%
78	Picnic Table	X	1		0.83%
79	Piers for observation		2		1.67%
80	Ping Pong	X	1		0.83%
81	Playground 2-5 year olds	X	1		0.83%
82	Playground 5-12 year olds	X	1		0.83%
83	Playground All Inclusive	X	0		0.00%
84	Pour In Place Surfacing	X	0		0.00%
85	RC / Drone Airport		0		0.00%
86	Recreation Center	X	11		9.17%
87	Rental Facility	X	0		0.00%
88	Restrooms	X	3		2.50%
89	Rock Climbing Wall		0		0.00%
90	Ropes Course		0		0.00%

91	Sanitizer Stations		1		0.83%
92	Sculpture Park / Art Gallery		1		0.83%
93	Security Lighting	X	1		0.83%
94	Shade Structure	X	2		1.67%
95	Shaded Walk	X	2		1.67%
96	Shelter/ Pavilion	X	1		0.83%
97	Skatepark		0		0.00%
98	Soccer	X	1		0.83%
99	Softball	X	1		0.83%
100	Splash Pad	X	1		0.83%
101	Swimming Pool	X	2		1.67%
102	Tennis	X	0		0.00%
103	Thematic Activity (Fairy Trail)		0		0.00%
104	Tower for Observation		1		0.83%
105	Trail Lighting	X	2		1.67%
106	Trash Receptacles	X	2		1.67%
107	Tree Canopy Play		1		0.83%
108	Tree House		1		0.83%
109	Tug of War		0		0.00%
110	Volleyball	X	0		0.00%
111	Walking and Running Trail	X	5		4.17%
112	Wayfinding	X	0		0.00%
113	Wi-Fi Connectivity		2		1.67%
114	Wildlife Habitat Study		2		1.67%
115	Zip Line		0		0.00%

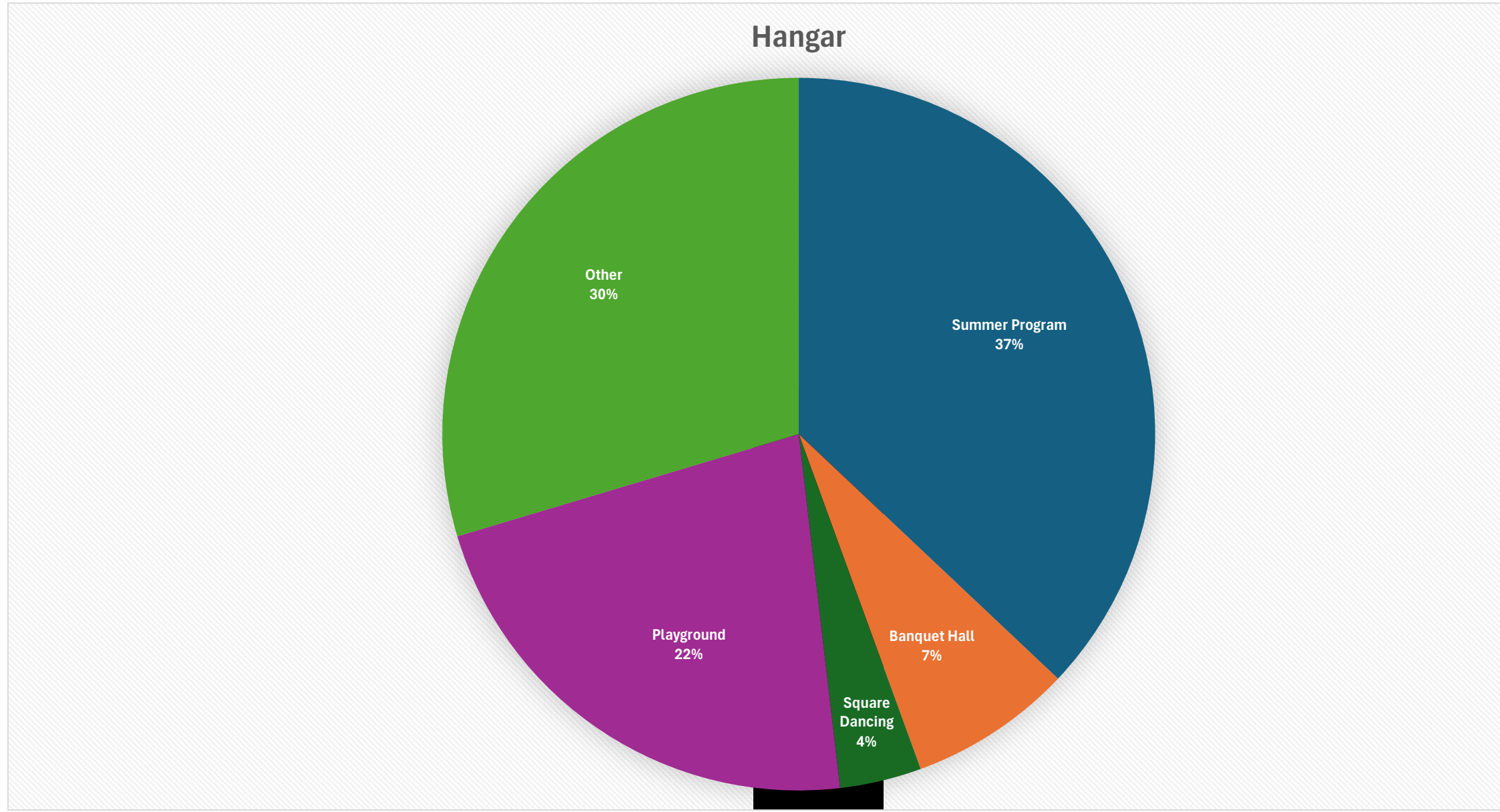




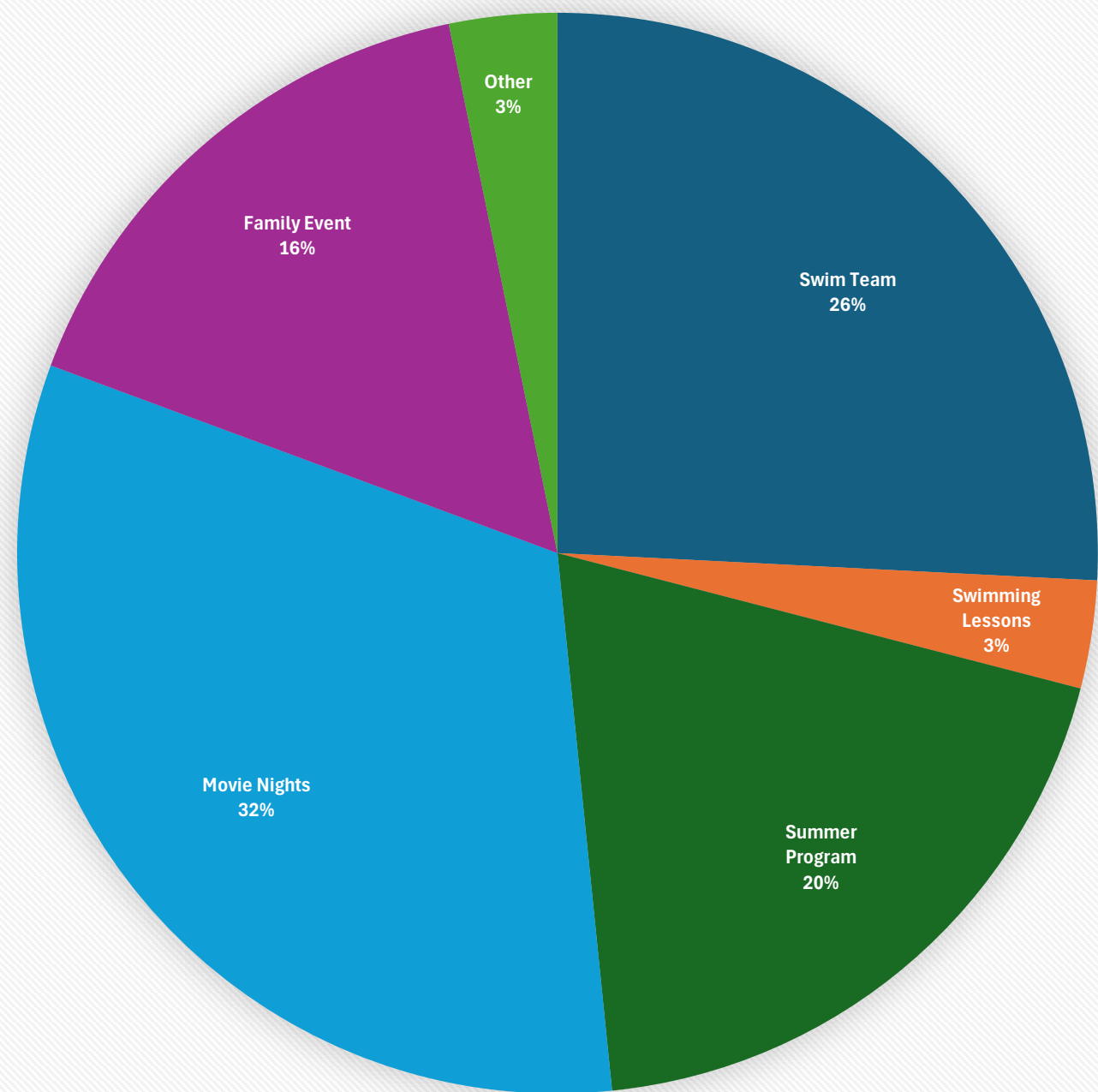
The data below on pages 134 - 138 represents feedback gathered from the posters shown at the public engagement meeting held on January 31, 2024 at the Public Library. This feedback reflects which facilities the public utilized most recently within the past 12 months.

FACILITIES 2

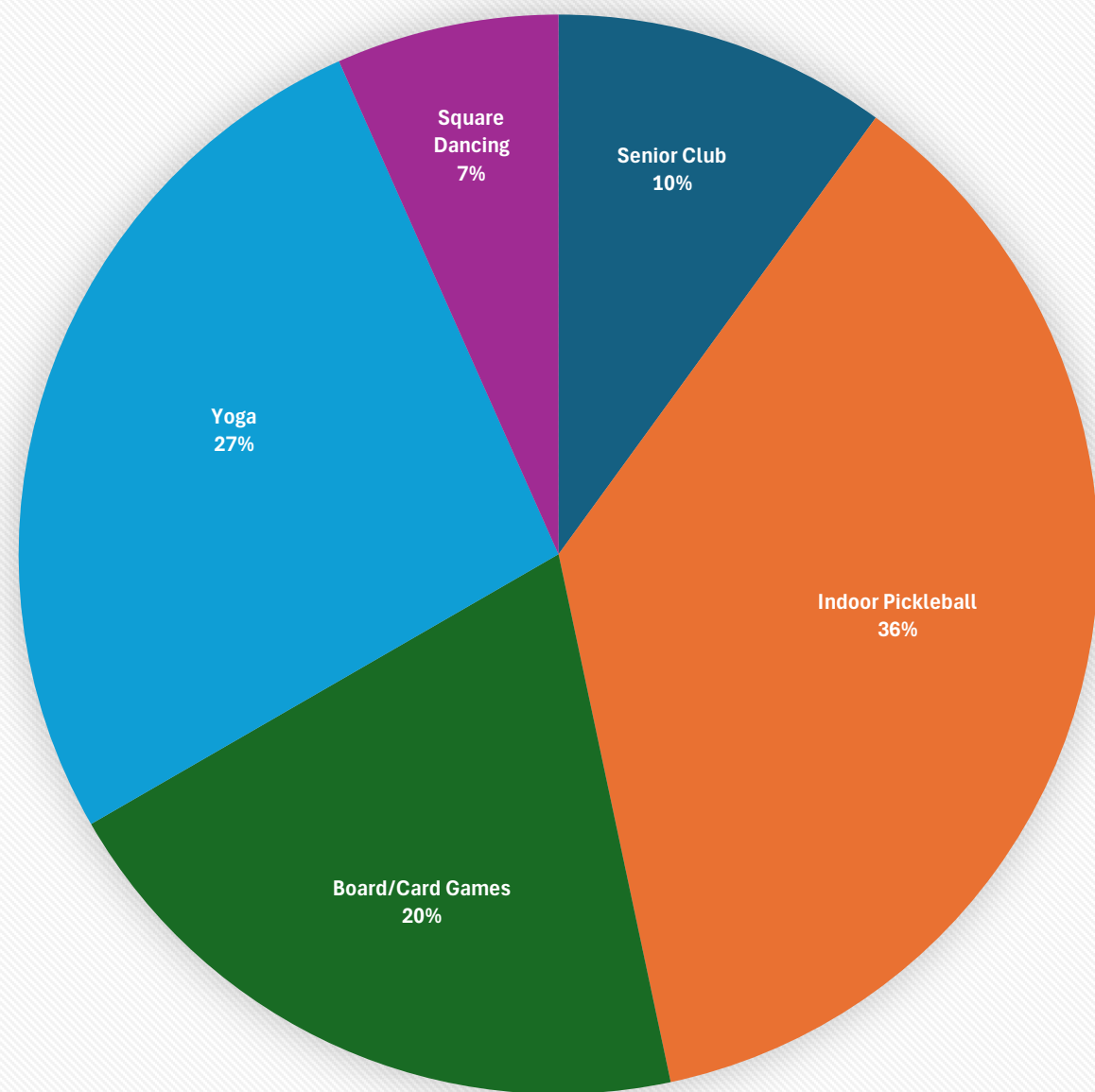
	Summer Program	Banquet Hall	Square Dancing	Quinceanera	Playground	Other	Total Votes
Votes	10	2	1	0	6	8	27
Hangar	37.04%	7.41%	3.70%	0.00%	22.22%	29.63%	
	Swimming Team	Swimming Lessons	Summer Program	Movie Night	Family Event	Other	Total Votes
Votes	8	1	6	10	5	1	31
Aquatic Center	25.81%	3.23%	19.35%	32.26%	16.13%	3.23%	
	Senior Club	Indoor Pickleball	Board/Card Games	Yoga	Square Dancing	Other	Total Votes
Votes	3	11	6	8	2	0	30
Activity Building	10.00%	36.67%	20.00%	26.67%	6.67%	0.00%	



Aquatic Center



Activity Building



comments from board 1

comments from board 2

FACILITIES 2 COMMENTS

Topic		Hangar
	Existing	My son will be so sad if he doesn't make the cut. Best summer camp!
		1
	Improvements	Increase youth summer camp capacity. Add a 2nd location.
		2 Increase youth summer camp capacity.
	Other	Concert in the park!
		3

Topic		Aquatic Center
	Existing	No Comment
		0
	Improvements	No Comment
		0
	Other	No Comment
		2

Topic		Activity Building
	Existing	No Comment
		0
	Improvements	No Comment
		0
	Other	No Comment
		0

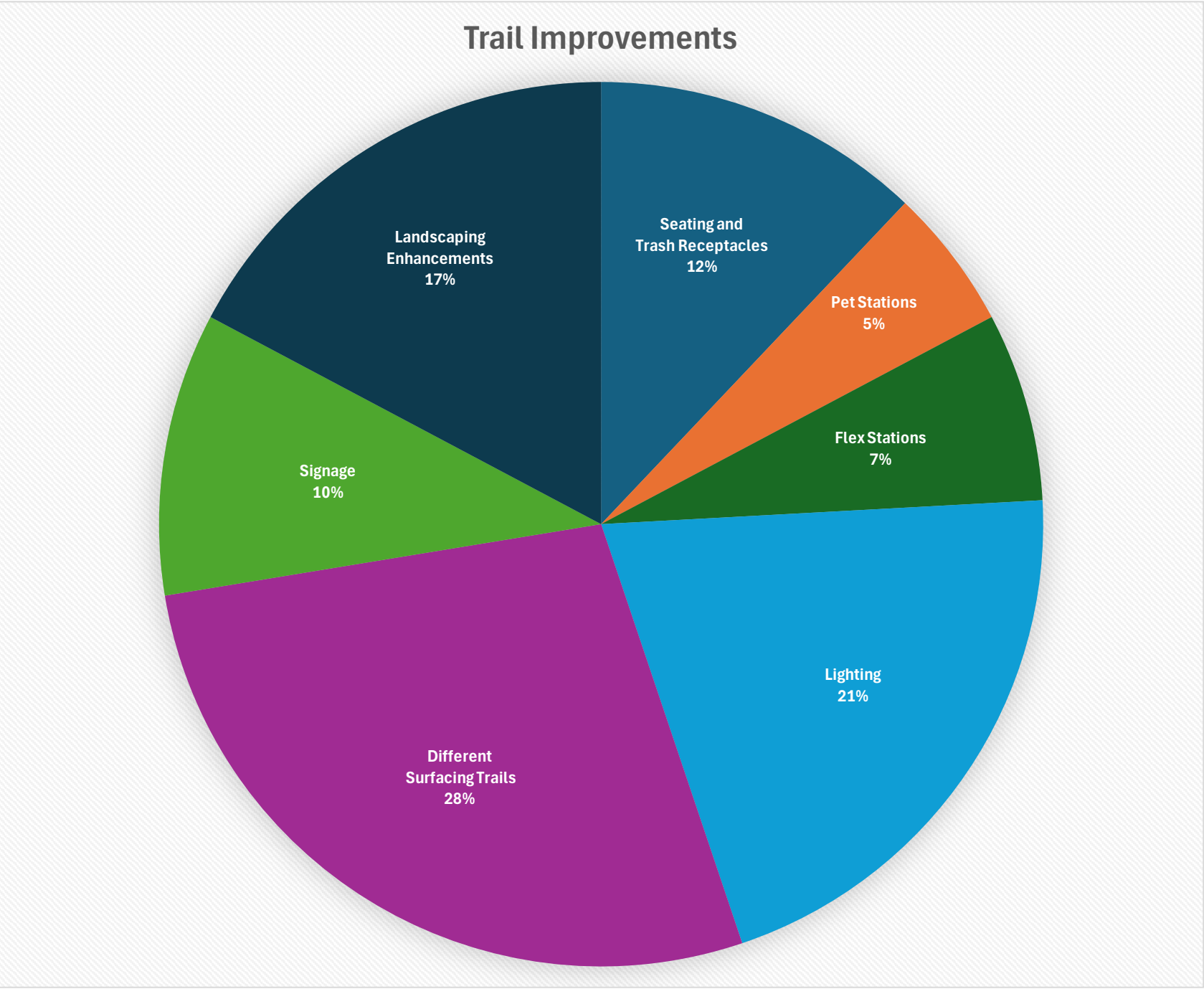
FACILITIES 3 COMMENTS

comments from board 1 comments from board 2 comments from board F1-3 comments from board F1-4	Topic	Hangar
	Existing	No Comment
		0
	Improvements	Sports Plex with turf field sized for lacrosse (larger than football fields) 2 Indoor pickleball evening play working class people
	Other	No Comment
		2
	Topic	Aquatic Center
	Existing	No Comment
		0
	Improvements	50m pool setup for swimmeets would bring funds and activty. Wading/Play pool for young families inc. adjoining area to the racing/lap pool. 9 50m pool needed build a larger pool with a deep end Available lap time - no dodging balls Permanent shade structures at pool Need two pools because classes fill up and are always on the waitlist. Would increase revenue for city. When classes are in session there is not enough room for extra curricular. Could also use a cost effective heater for year-round club rental. F.A.S.T. needs help with having the pool ready for events and meets! Chemicals, concessios, maintenance, etc. 2 pools would be great!! Catherine Wood is worth more monies \$ We really need a family pool-indoors for year round. Like pearland. Only options are like lifetime - \$200+/month for a family. We need the pool open for water zumba year round please
	Other	one sticker
		4 one sticker
		one sticker

Topic	Activity Building	
	Existing	Exercise room too small
	1	
Improvements		Need more room please - preferably a new Rec Center which subsumes senior activities
	10	Renovate or build new senior activities center. Specifically improve the exercise area.
		Add Rec Center with senior programs
		Rooms for exercise, ping pong, pickleball, volleyball
		Need vastly improved senior center, other cities are light years - google source points senior center Deleware, OH
		I like to be physically fit, and participate in fitness classes. We really need a much larger activity center, so it can be easier to find the classes. - yoga - jazzercise - weight lifting
		Indoor pickleball courts
		needs upgrade paint etc. pickleball
		Theatre room, Dance Rooms, Rooms for music, Rec Room for V-ball and pickleball and ping pong
		Need more recognition
Other		blank sticky note
	6	one sticker
		one sticker
		one sticker
		blank sticky note
		League City Field of Dreams activities are better advertized and less expensive

The data below on pages 139 - 141 represents feedback gathered from the posters shown at the public engagement meeting held on January 31, 2024 at the Public Library. This feedback reflects support for amenities that could be implemented along future and existing trails in Friendswood.

	Votes	Percentage
Seating and Trash Receptacles	7	12.07%
Pet Stations	3	5.17%
Flex Stations	4	6.90%
Lighting	12	20.69%
Different Surfacing Trails	16	27.59%
Signage	6	10.34%
Landscaping Enhancements	10	17.24%
	100.00%	



Trails 3 COMMENTS

Topic

Seating and Trash Receptacles
Picnic Tables

Topic

Pet Stations
No Comments

Topic

Flex Stations
Friendswood Lake stations are great, additional trails like that would be great.
Kid size and adult size
These are \$ and no one uses. Please no more flex stations.

Topic

Lighting
Crime Parking No Parks in Sunmeadow!!!!

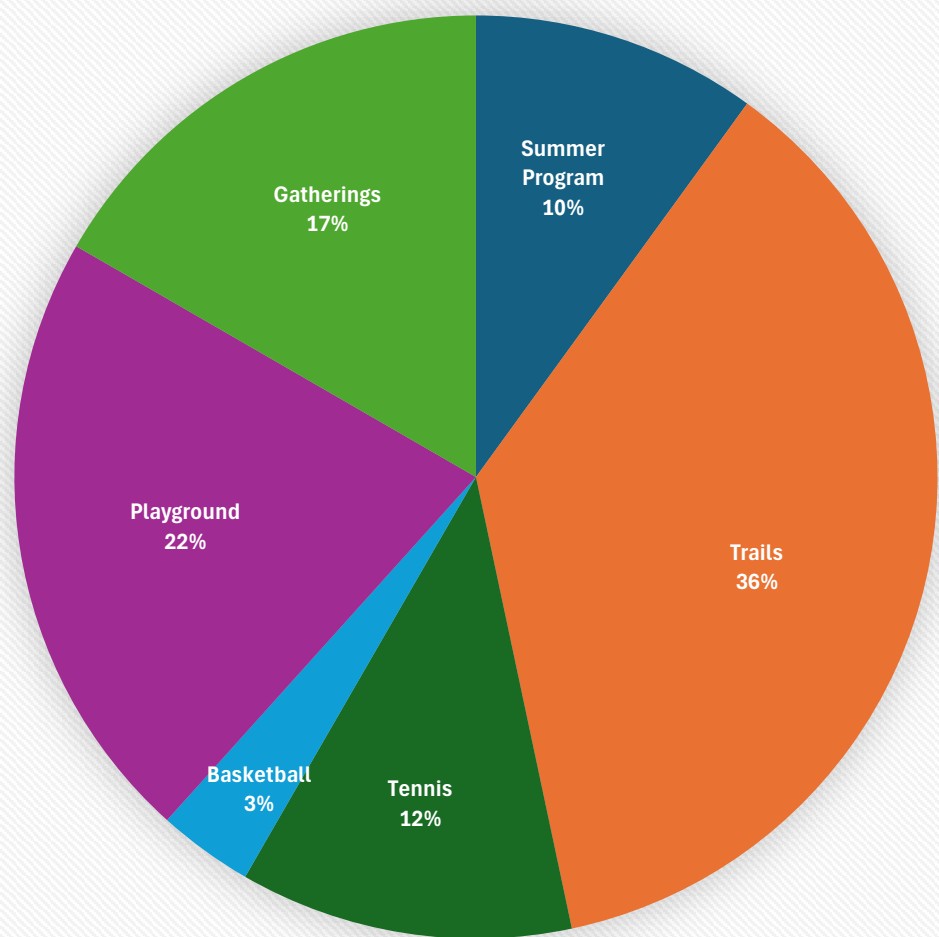
comments from board 1
comments from board 2
comments from board T1-1
comments from board T1-2

Topic	Different Surfacing Trails build bike trails connecting the parks Trails and Parks on Harris County side of the creek we are part of Friendswood! build trails along waterways with foot bridges Bridge for up to golf cart size across creek at Royal to Brown Ln There is 47 acres of undeveloped land in Sunmeadow, that the owner of the former golf course would like the city to take over as park land. Paula Oddo 713-823-6505 Put trails in creek harris county side too! There is already a right of way!! Trails for walking and Bikes Aquire the 47 acres in Sunmeadow and develop with accessible trail and more trees, wildflowers etc. Would love more mountain bike trails. Could connect Gripon Park, Oxnard, Carter, all the way to Pearland Trails. Crushed granite trail along existing creek to connect 1776/Frankie Carter and Stevenson Pedestrian bridge to allow trail down both sides Add sidewalks for wilderness trail for walk to high school ^sticker ^I agree with this person. Also need a sidewalk from highschool to sunset, along castlewood for student safety - I hit by car on bike about a year ago on castlewood. ^sticker Also, build good safe sidewalks offset from road, even if it costs more because drain pipes need to be put in. No more ugly sidewalk at edge of road with cones and curbs - dangerous. Walking and biking trails along Clear Creek. More kayak input/pullouts Trails along the Bayous would be great thanks. ^sticker Would love bike trails, running trails with natural surface/crushed granite?! Love Lake Friendswood Park - please connect it to Centennial Park or trail along Creek. Thanks! More interconnected trail. Natural if possible. Keep motorcycles off trails The City should accept the offer of a 47-acre tract of land in Sunmeadow and look at grants from Texas Parks and Wildlife to create and preserve a nature area and trails.	comments from board 1 comments from board 2 comments from board T1-1 comments from board T1-2
	Signage Safety at Friendswood Lake Park - Improve emergency response (one drowning so far). Holiday and special days - parking overflow to neighborhood. Need off-site parking.	
	Landscaping Enhancements Spanish Translation: Loves the free books to read at current trails in parks Use the gardens/plantings at Stevenson Park as an example and expand to other parks in the city. Use more native plants in the park gardens Add pollinator gardens in other parks.	

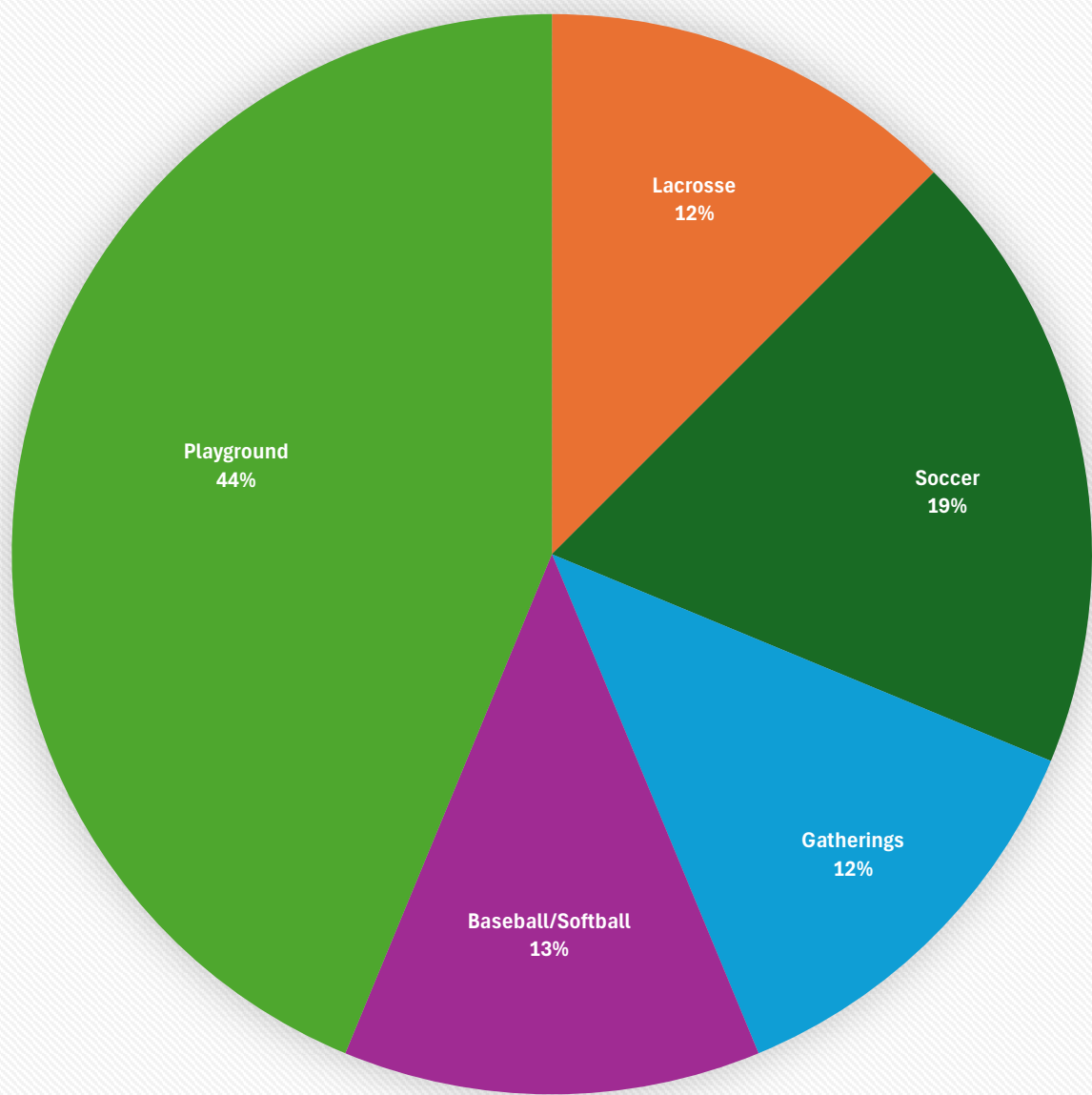
The data below on pages 142 - 154 represents feedback gathered from the posters shown at the public engagement meeting held on January 31, 2024 at the Public Library. This feedback highlights the park activities the public has most frequently used in the past 12 months, along with their preferences for desired and improved amenities.

	<i>Summer Program</i>	<i>Trails</i>	<i>Tennis</i>	<i>Basketball</i>	<i>Playground</i>	<i>Gatherings</i>	<i>Total Votes</i>	
Votes	6	22	7	2	13	10		60
Stevenson Park	10.00%	36.67%	11.67%	3.33%	21.67%	16.67%		
	<i>Football</i>	<i>Lacrosse</i>	<i>Soccer</i>	<i>Gatherings</i>	<i>Baseball/Softball</i>	<i>Playground</i>	<i>Total Votes</i>	
Votes	0	2	3	2	2	7		16
Centennial Park	0.00%	12.50%	18.75%	12.50%	12.50%	43.75%		
	<i>Trails</i>	<i>Dog Park</i>	<i>Family Gatherings</i>	<i>Reflection</i>	<i>Community Events</i>	<i>Bocce Ball</i>	<i>Total Votes</i>	
Votes	16	9	2	0	0	1		28
Old City Park	57.14%	32.14%	7.14%	0.00%	0.00%	3.57%		
	<i>Trails</i>	<i>Playground</i>	<i>Family Gatherings</i>	<i>Docks</i>	<i>Fitness Stations</i>	<i>Boardwalk</i>	<i>Total Votes</i>	
Votes	23	4	1	4	4	7		43
Lake Friendswood Park	53.49%	9.30%	2.33%	9.30%	9.30%	16.28%		

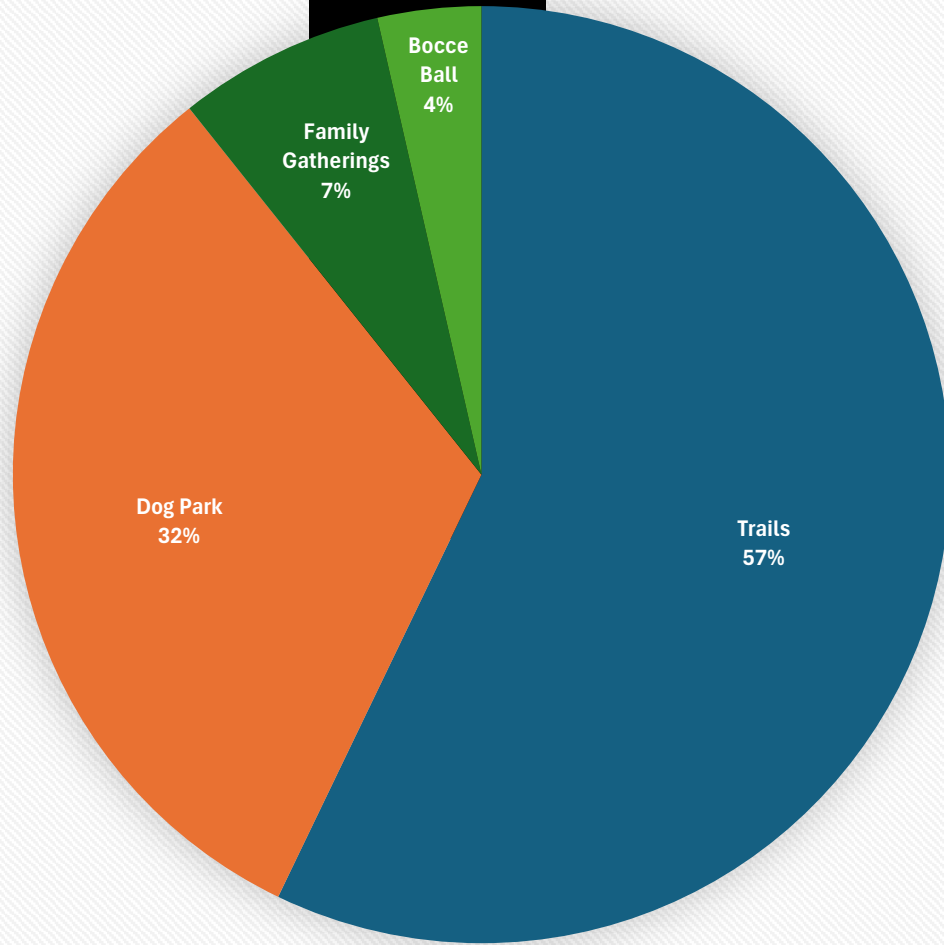
Stevenson Park



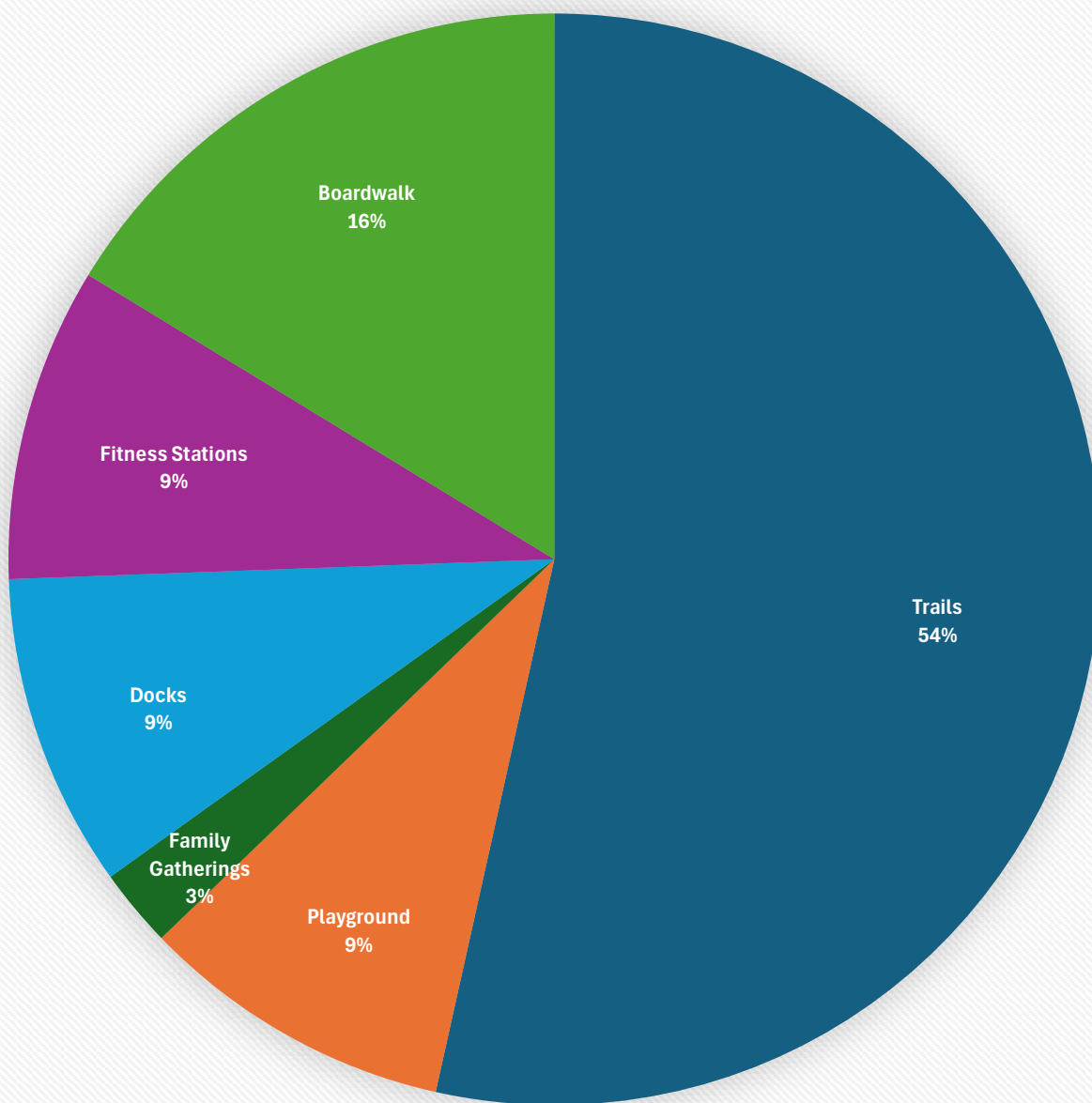
Centennial Park



Old City Park



Lake Friendswood Park



PARKS 2 COMMENTS

comments from board 1	Topic	Stevenson Park
comments from board 2		
	Existing	I LOVE the summer concert in the Park!
		1
	Improvements	Connect the trails. Trails along the creeks that interconnect creates another way to move around the city by bike, foot 9 Add trails along the creek for running/biking/hiking access. ^ *check* meditation area (fountain/bench/landscaping) inter-connectiong trails network all through Friendswood Pickleball open play Rule board need Instruction public play Clear Creek walking trails bike trails kayak input and pull outs Trail/sidewalk across/under bridge at 518 near Winding Way Organized open play for pickleball
	Other	Bluegrass concert!
		3

comments from board 1

comments from board 2

Centennial Park		
Topic	Existing	I LOVE the summer movie nights!
		1
	Improvements	Need multiple goals and backstops
		2 Sports complex with multiple turf fields allowing for lacrosse and other sports requiring field size larger than football
Topic	Other	No Comment
		2
Old City Park		
Topic	Existing	No Comment
		0
Topic	Improvements	No Comment
		0
Topic	Other	No Comment
		0
Lake Friendswood Park		
Topic	Existing	No Comment
		0
Topic	Improvements	Kayak Rental
		1
Topic	Other	No Comment
		0

- comments from board 1
- comments from board 2
- comments from board P4-1

PARKS 3 COMMENTS

Topic	Existing	Stevenson Park	
		Beautiful park! Love all the events throughout the year. Would love more movies during winter!	
		1	
	Improvements	Improve drainage Park becomes a lake in heavy rain	
		4 ^sticker	
		^sticker	
	Other	one sticker	
		4 Clean up the trash in the drainage ditches	
		Expand on sponsored 5k/10k	
Topic	Existing	Centennial Park	
		No Comments	
		0	
	Improvements	Need more open fields and easier sign up to rent. Plenty of opportunities and possible repainting of fields.	
		1	
	Other	No Comments	
		0	
Topic	Existing	Old City Park	
		Encourage users to keep their dogs from digging to prevent large mud puddles when it rains	
		1	
	Improvements	No Comments	
		0	
	Other	Do not add trails along the creeks. Respect the area wildlife.	
		1	

comments from board 1
comments from board 2
comments from board P4-1

Topic

Existing

Lake Friendswood Park	
3	At the lake please go slow with a playground Parents are Droping kids off to fish now. I'm afraid parents will drop kids at the playground and take a lap.
	^sticker
	Love lake FW park!

Improvements

5	Stock lake fishing is awful. Great park love the walking path. Sunsets are awesome.
	^sticker
	My son's request is for more docks
	Would really love to be able to rent kayaks or paddle boats
	Add a few more fishing piers

Other

1	Lake is quiet. Say No to renting boats, kayaks and paddle boards. It will end up not being used. Large liability issue. Keep it a fishing lake and walking trail. Don't make it a day care for parents to drop off children.
---	--

Topic

Existing

1776 Park	
0	No Comments

Improvements

3	Public access to a walking/biking/hiking trail. Plant trees for shade.
	^sticker
	Kayak Launch

Other

0	No Comments
---	-------------

Topic

Existing

Renwick Park	
1	No Comments

Improvements

0	No Comments
---	-------------

Other

0	No Comments
---	-------------

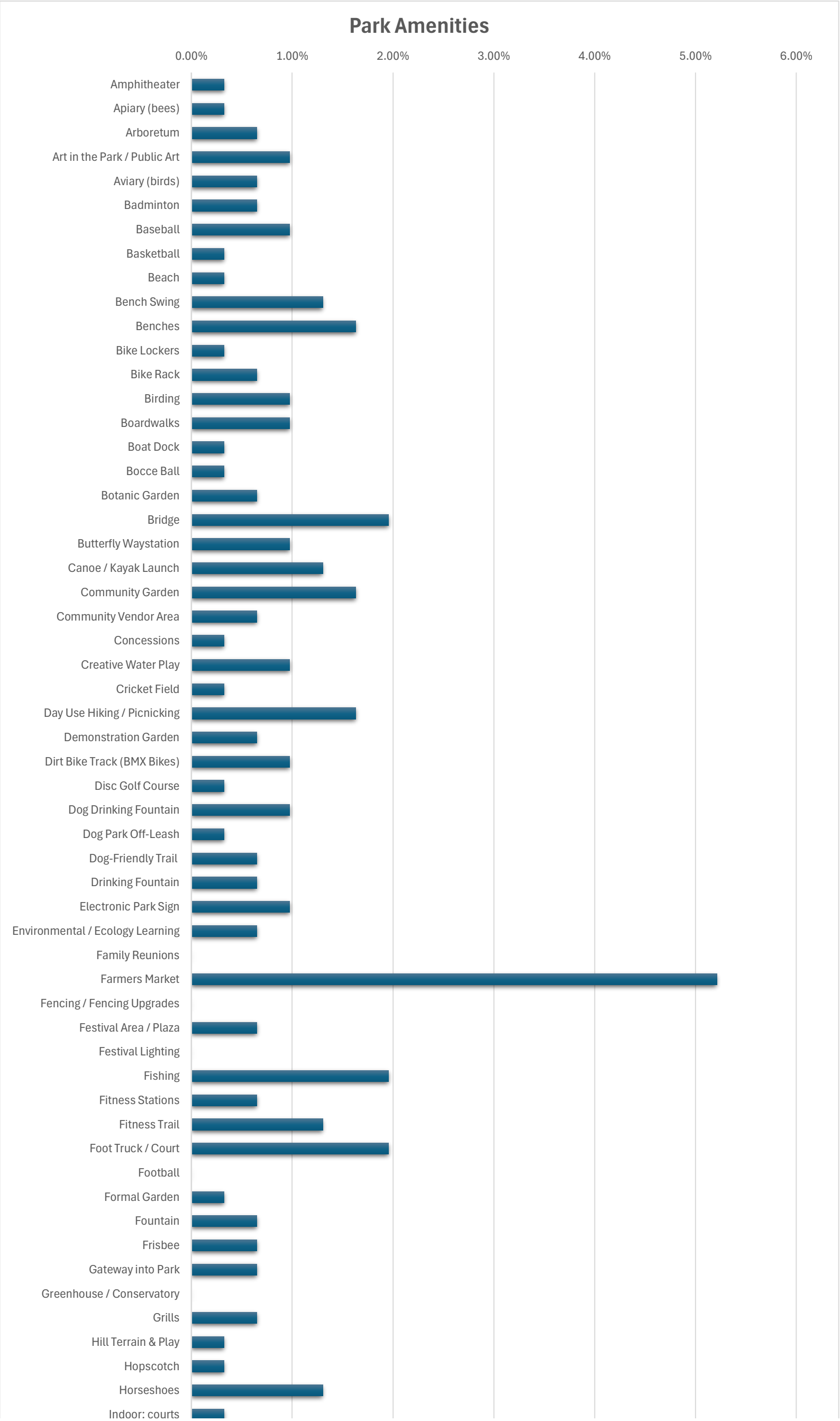
comments from board 1	Topic	Wesley J. Canning Park		
comments from board 2		Existing	No Comments	
comments from board P4-1			0	
	Improvements		Make hard surface walk-way around park. 4-wheelers are tearing up the walk-way around it and making it mud!	
		2	Bike Trail around drainage pond would be nice! concrete or crushed granite	
	Other		No Comments	
		0		
	Topic	Lundy Lane 27Ac. Park		
		Existing	No Comments	
			0	
		Improvements		Sports complex with at least 2 turf field large enough for lacrosse with multiple grass fields to host tournaments. (would bring revenue to friendswood businesses)
			4	Indoor sports plex with field large enough for a lacrosse field
			Trails - hiking or biking, Pickleball, tennis courts, picnicking, covered pavilion	
			Bike trail would be nice. concrete or crushed granite	
	Other		blank sticky note	
		2	one sticker	

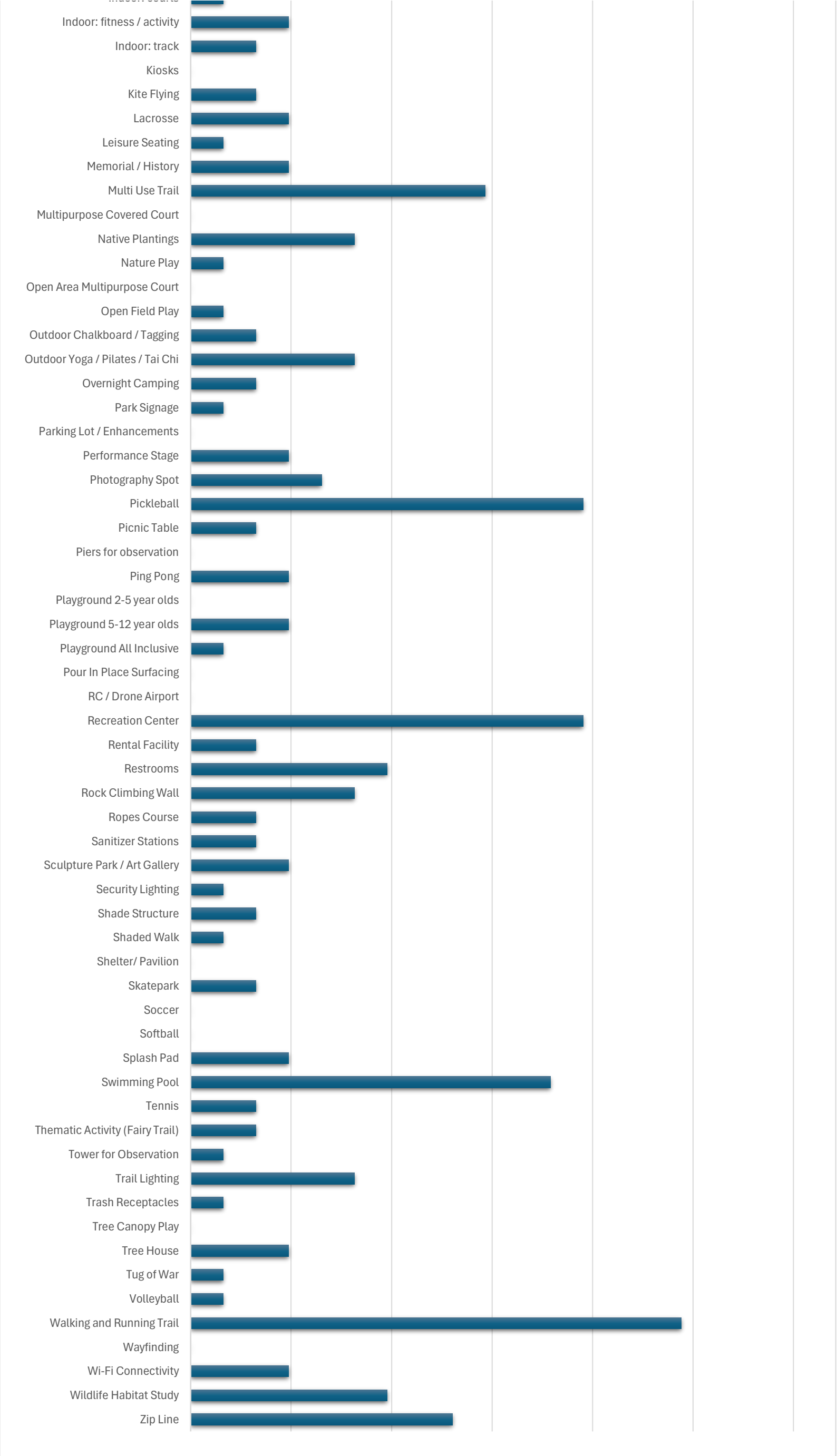
Parks 4

		Amenities offered in Parks today	Amenities you would like to see more or improved in Parks		
1	Amphitheater	X	1		0.33%
2	Apiary (bees)	X	1		0.33%
3	Arboretum		2		0.65%
4	Art in the Park / Public Art		3		0.98%
5	Aviary (birds)		2		0.65%
6	Badminton		2		0.65%
7	Baseball	X	3		0.98%
8	Basketball	X	1		0.33%
9	Beach		1		0.33%
10	Bench Swing		4		1.30%
11	Benches	X	5		1.63%
12	Bike Lockers		1		0.33%
13	Bike Rack	X	2		0.65%
14	Birding		3		0.98%
15	Boardwalks	X	3		0.98%
16	Boat Dock	X	1		0.33%
17	Bocce Ball		1		0.33%
18	Botanic Garden		2		0.65%
19	Bridge	X	6		1.95%
20	Butterfly Waystation	X	3		0.98%
21	Canoe / Kayak Launch	X	4		1.30%
22	Community Garden		5		1.63%
23	Community Vendor Area		2		0.65%
24	Concessions	X	1		0.33%
25	Creative Water Play	X	3		0.98%
26	Cricket Field		1		0.33%
27	Day Use Hiking / Picnicking		5		1.63%
28	Demonstration Garden		2		0.65%
29	Dirt Bike Track (BMX Bikes)		3		0.98%
30	Disc Golf Course	X	1		0.33%
31	Dog Drinking Fountain	X	3		0.98%
32	Dog Park Off-Leash	X	1		0.33%
33	Dog-Friendly Trail	X	2		0.65%
34	Drinking Fountain	X	2		0.65%
35	Electronic Park Sign	X	3		0.98%
36	Environmental / Ecology Learning		2		0.65%
37	Family Reunions	X	0		0.00%
38	Farmers Market	X	16		5.21%
39	Fencing / Fencing Upgrades	X	0		0.00%
40	Festival Area / Plaza	X	2		0.65%
41	Festival Lighting	X	0		0.00%
42	Fishing	X	6		1.95%
43	Fitness Stations	X	2		0.65%

44	Fitness Trail	X	4		1.30%
45	Foot Truck / Court		6		1.95%
46	Football	X	0		0.00%
47	Formal Garden		1		0.33%
48	Fountain	X	2		0.65%
49	Frisbee	X	2		0.65%
50	Gateway into Park	X	2		0.65%
51	Greenhouse / Conservatory		0		0.00%
52	Grills	X	2		0.65%
53	Hill Terrain & Play		1		0.33%
54	Hopscotch		1		0.33%
55	Horseshoes		4		1.30%
56	Indoor: courts		1		0.33%
57	Indoor: fitness / activity		3		0.98%
58	Indoor: track		2		0.65%
59	Kiosks		0		0.00%
60	Kite Flying	X	2		0.65%
61	Lacrosse	X	3		0.98%
62	Leisure Seating	X	1		0.33%
63	Memorial / History	X	3		0.98%
64	Multi Use Trail	X	9		2.93%
65	Multipurpose Covered Court		0		0.00%
66	Native Plantings	X	5		1.63%
67	Nature Play	X	1		0.33%
68	Open Area Multipurpose Court		0		0.00%
69	Open Field Play	X	1		0.33%
70	Outdoor Chalkboard / Tagging		2		0.65%
71	Outdoor Yoga / Pilates / Tai Chi		5		1.63%
72	Overnight Camping		2		0.65%
73	Park Signage	X	1		0.33%
74	Parking Lot / Enhancements	X	0		0.00%
75	Performance Stage	X	3		0.98%
76	Photography Spot		4		1.30%
77	Pickleball	X	12		3.91%
78	Picnic Table	X	2		0.65%
79	Piers for observation		0		0.00%
80	Ping Pong	X	3		0.98%
81	Playground 2-5 year olds	X	0		0.00%
82	Playground 5-12 year olds	X	3		0.98%
83	Playground All Inclusive	X	1		0.33%
84	Pour In Place Surfacing	X	0		0.00%
85	RC / Drone Airport		0		0.00%
86	Recreation Center	X	12		3.91%
87	Rental Facility	X	2		0.65%
88	Restrooms	X	6		1.95%
89	Rock Climbing Wall		5		1.63%
90	Ropes Course		2		0.65%

91	Sanitizer Stations		2		0.65%
92	Sculpture Park / Art Gallery		3		0.98%
93	Security Lighting	X	1		0.33%
94	Shade Structure	X	2		0.65%
95	Shaded Walk	X	1		0.33%
96	Shelter/ Pavilion	X	0		0.00%
97	Skatepark		2		0.65%
98	Soccer	X	0		0.00%
99	Softball	X	0		0.00%
100	Splash Pad	X	3		0.98%
101	Swimming Pool	X	11		3.58%
102	Tennis	X	2		0.65%
103	Thematic Activity (Fairy Trail)		2		0.65%
104	Tower for Observation		1		0.33%
105	Trail Lighting	X	5		1.63%
106	Trash Receptacles	X	1		0.33%
107	Tree Canopy Play		0		0.00%
108	Tree House		3		0.98%
109	Tug of War		1		0.33%
110	Volleyball	X	1		0.33%
111	Walking and Running Trail	X	15		4.89%
112	Wayfinding	X	0		0.00%
113	Wi-Fi Connectivity		3		0.98%
114	Wildlife Habitat Study		6		1.95%
115	Zip Line		8		2.61%





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: March 3, 2025

Date submitted: 02/19/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution suspending the April 19, 2025, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, to implement interim GRIP rate adjustments in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas for gas utility investments in 2024.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (the "Company"), made filings with the City and the Railroad Commission of Texas on February 18, 2025, proposing to implement interim rate adjustments in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas pursuant to Section 104.301 of the Texas Utilities Code effective April 19, 2025.

The Company is seeking recovery of \$654,119,475 in invested capital. The current filing will increase rates to residential customers by \$2.88 per month. With this will increase, the current residential customer charge will change from \$19.50 to \$22.38 per month in the Houston and Texas Coast Geographic Rate Areas.

The increase is currently scheduled to go into effect on April 19, 2025. The City is authorized to suspend the effective date of the rate increase by 45 days to examine the GRIP rate increases to determine their compliance with the Texas Utilities Code. This proposed resolution suspends the date of the rate increase by 45 days. If the City fails to take some action regarding the filing before April 19, 2025 (effective date of the rate increase), the Company's rate request will be implemented.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Suspending Interim GRIP Rates

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE APRIL 19, 2025, EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON, TEXAS COAST, SOUTH TEXAS, AND BEAUMONT/EAST TEXAS GEOGRAPHIC RATE AREAS, TO IMPLEMENT INTERIM RATE ADJUSTMENTS UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR GAS UTILITY INVESTMENT IN 2024; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood, Texas ("City") is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas (CenterPoint or Company) and is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on February 18, 2025, proposing to implement interim rate adjustments under the Gas Reliability Infrastructure Program ("GRIP Rate Increases"), pursuant to Section 104.301 of the Texas Utilities Code, on all customers served by CenterPoint, effective April 19, 2025; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine their compliance with the Texas Utilities Code; NOW THEREFORE,

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

Section 1. That the April 19, 2025, effective date of the GRIP Rate Increases proposed by the Company is hereby suspended for the maximum period allowed by Section 104.301(a) of the Texas Utilities Code to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2. That the City Secretary is hereby directed to provide a certified copy of this resolution to the Company, in care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Jamie Mauldin, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

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

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of March, 2025.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/27/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider declaring an emergency and authorizing the City Manager to negotiate and enter into a construction contract to address certain outstanding matters associated with the Blackhawk Boulevard Reconstruction Phase II Repackage B Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to declare an emergency and to authorize the City Manager to enter into a construction contract not to exceed \$100,000 to complete limited items associated with the Blackhawk Boulevard Reconstruction Phase II Repackage B Project, which remain outstanding. Such items include:

- Installation of 5x3 Reinforced Concrete Box Culvert at the intersection of Geneva Dr. and Blackhawk Blvd.
- Installation of 24" Reinforced Concrete Pipe and inlet at the intersection of Geneva Dr. and Blackhawk Blvd.
- Approximately 70 CY of turnkey concrete placement at the intersection of Geneva Dr. and Blackhawk Blvd.
- Placement and Finishing of Driveways at 5103 Geneva Dr. and 5102 Encino Ct.
- Approximately 60 CY of Concrete Placement and Finish of Street Paving at the intersection of Encino Ct. and Blackhawk Blvd.

The City is working with the bonding company in order to address the remaining work necessary for completion of the entire Project. This proposed action is merely a stopgap measure to address those matters which are in need of immediate attention.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Blackhawk Blvd Phase II-B Emergency Work Proposal



City of Friendswood Blackhawk Blvd. Phase II-B Emergency Work

- **Completion of four sections of concrete**
 - Two driveways
 - Driveways only, no sidewalk
 - Two large areas (Geneva dr and Encino Court)
 - Area on Geneva dr to be graded, formed and rebar added.
 - Connection on Blackhawk by Geneva to have existing street saw cut to produce clean edge
 - Encino court connection to Blackhawk will have one ~14x20' area saw cut and removed due to cracking and cut out section on edge
- **Prior to concrete on Geneva dr**
 - Storm inlet to be installed and RCP connected to new storm drainage
 - Removal of temporary drainage pipe
 - Pipe and boxes to be set on cement stabilized sand and backfilled with same material
 - Hole to be completely backfilled to grade
- **Inclusions:**
 - Purchase of any extra materials needed to finish above work if not available already on site
 - Equipment needed to finish work
 - Adjustments to traffic control in needed
 - Bonding
- **Exclusions:**
 - Purchase of any materials needed to complete storm sewer (precast boxes, RCP, Manhole Covers)
 - Curbs on sections to be completed, including setting rebar for future curb
 - Sidewalks
 - Additional permitting if required
 - Repair of any completed work that has failed or completed inadequately
 - Payment of any testing required

Total Price:

\$82,150.00

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/28/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the purchase and installation of three (3) traffic cabinets along Sunset Drive from Paradigm Traffic Systems, Inc., through the BuyBoard.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the purchase and installation of three (3) traffic cabinets along Sunset Drive from Paradigm Traffic Systems, Inc., through the BuyBoard in the amount of \$61,800.

The existing traffic cabinets being replaced have reached the end of their useful life, and replacement parts are no longer available. To maintain continued operations, City staff recommends replacing the cabinets with TxDOT-spec Econolite traffic cabinets equipped with Cobalt controllers, along with battery backup systems to provide uninterrupted functionality during power outages.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Paradigm Traffic Quote



P.O. Box 5508 – Arlington – Texas – 76005-5508
 817.831.9406 – fax 817.831.9407
Estimating@Paradigmtraffic.com
www.paradigmtraffic.com

QUOTATION

TO: Paradigm Traffic Systems
 2201 East Division Street
 Arlington, Texas 76011
 attn: Estimating Department
 ph: 817-831-9406
 fx: 817-831-9407

RFQ: **CITY OF FRIENDSWOOD, TX.**
 Request for Quote

DATE 2/18/2025	SLSMN RK	Delivery Date 90 - 120 Days ARO	FREIGHT PPD & Allowed	SHIP VIA Best Way	F.O.B Destination	TERMS Net 30	QTE NUMBER Q35877RK
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
PLEASE SEE NOTES THROUGHOUT THIS QUOTE							
This quote is valid for 60 days. Thereafter it is subject to change without notice.							
1	3	NEMA TS2 CONTROLLER CABINET <i>*NOTE* Three (3) wired TxDOT Spec Econolite Traffic Cabinets with Cobalt controller</i>				\$15,000.00	\$45,000.00
2	3	BATTERY BACK UP (EXTERNAL BATT CABINET) <i>*NOTE* Three (3) complete TxDOT Spec Battery Back Up Units</i>				\$5,600.00	\$16,800.00
<i>*NOTE* PURCHASE ORDER MUST BE PROCESSED THROUGH www.BUYBOARD.com</i>							
For any questions, comments or concerns, Please email us at : Estimating@Paradigmtraffic.com							
						TOTAL	\$61,800.00

*This quote is valid for 60 days. Thereafter it is subject to change without notice.
 *Thank you for the opportunity to submit a proposal to you on this equipment. Please reference this quotation (by QTE number) when placing order. If you have any questions, please call or send a fax to me.
 *When sending RFQ's, PO's or RFI's, please send to **ESTIMATING@PARADIGMTRAFFIC.COM**
 *Unless previously discussed, quote is for material only

OFFERED BY:

Robert Kelly
Paradigm Traffic Systems, Inc.
Estimating@paradigmtraffic.com
Federal ID# 75-2520341

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: March 3, 2025

Date submitted: 02/18/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider accepting the 2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs & Mitigation Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Construction of the 2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs & Mitigation Project has been completed.

City staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc., to correct any work found deficient during this one-year maintenance period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00600 - Certification of Substantial Completion
2. One-Year Maintenance Bond

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: 02/18/2025

McDonald Municipal & Industrial
ATTN: Raymond Leal
5044 Timber Creek
Houston, TX 77017

RE: Project Name: 2020 Lift Station Mitigation Package 2/Harvey Lift Station Repairs
& Mitigation
Bid No.: 2022-22

Dear Raymond Leal:

1.1 NOTIFICATION

On January 29, 2025, the Projects Division received notification that the Contractor wished to declare the Work of the above referenced project Substantially Complete.

1.2 INSPECTION

A site visit and inspection of the Work performed under this Contract was carried out on February 6, 2025, by the City to ascertain the compliance of the Work with the Contract. The Date of Substantial Completion is hereby established as February 6, 2025. During this site visit a punch list of incomplete or non-conforming work was identified and agreed to by the City of Friendswood and the Contractor.

1.3 PUNCH LIST

The list of incomplete or outstanding items to be completed or corrected by the Contractor and verified by the Project Manager (Document 00785 – Punch List) is attached hereto. The project shall not be considered complete until those items have been corrected or otherwise brought into compliance with the Contract and that correction is demonstrated to the City. Failure to include any items on such list shall not alter the responsibility of the Contractor to complete the Work in accordance with the Contract. The Contractor shall complete or correct the Work on the Punch List attached hereto within ten (10) working days from the date shown on the punch list generated on the date of the Substantial Completion walk-through.

1.4 OCCUPANCY BY THE CITY

Substantial Completion of the Work entitles the City to take possession and make use of the Work and to conduct routine operations therein. Such operation by the City shall take precedence over all activities of the Contractor. The Public Works Department will not take possession until after Final Completion.

00600-1

1.5 TRANSITION OF RESPONSIBILITIES

The City and the Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and provision of insurance, during the period after Substantial Completion and prior to Final Completion, transfer to the City. The Contractor shall remove all his locks from gates at this time. Entry to the site by the Contractor from this point forward shall be by means of scheduled appointment that shall be approved by the City's operations staff.

1.6 COORDINATION OF CORRECTIVE WORK

All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers, shall comply with the City's operational schedule and shall in no way interfere with, impinge, or prevent the City's use of the project or benefit from its service. Any corrective actions that may require temporary shut down of any part or component of the project shall be reported in writing, scheduled, and approved by the City's operational staff at least twenty-four (24) hours prior to conducting that work. A list of all the Contractor's personnel, suppliers, and subcontractors expected or required to enter the project site shall be furnished to the City's operations staff prior to the scheduled work beginning. No exceptions shall be made.

The Contractor shall contact the City's operations staff at (281) 996-3208 for scheduling all further work on the project. Projects Division retains administrative control of the contract and all questions regarding approval of corrective work or payment for that work shall be directed to same.

1.7 ACCEPTANCE BY THE CITY

Ivan E. Ortega
Project Manager

Ivan E. Ortega
Signature

02/18/2025
Date

Michael Medwedeff
Assistant Director Engineering - Projects


Signature

02/20/2025
Date

END OF DOCUMENT

PUNCH LIST

Date: 02/10/2025

McDonald Municipal & Industrial
ATTN: Raymond Leal

RE: Project Name: 2020 Lift Station Mitigations – Lift Station 5, 13, 24, & 25 Construction Services
Project No.: ITB 2022

Dear Raymond:

At the Substantial Completion walk-through February 6th, 2025, the following items were discussed and need to be completed or corrected before a final walk-through will be scheduled. The Project Manager shall conduct the Final walk-through and verify that all Items have been either completed or corrected. All necessary work shall be completed within ten (10) working days from the date shown on this notice.



Facility: Lift Station No. 5

Item No.	Observed Deficiency	Required Action	Date Resolved	Date Approved
1	Plans with redlines indicating field changes have not been submitted.	Submit plans showing redlines reflecting any and all field changes.		
2	Fall prevention system missing on pump access hatch.	Provide and install fall prevention system on pump access hatch in the wet well.		
3	Missing grating clips on the north side edge of standby generator platform.	Install additional grating clips.		

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

4	OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.	Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.		
5	Missing label on Main Service Disconnect with available fault current at the time of installation.	In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.		
6	Missing Arc flash labels and Power System study as required by specification 16105.	Provide Arc flash labels and power system study as required by specification 16105.		
7	Generator enclosure gets hot while running	Add "Hot Surface" labels to all sides of generator to prevent accidents.		
8	Rusting conduit nut inside the wireway.	Replace the rusting conduit nut inside the wireway.		
9	Red Warning Sign missing on Main Service Disconnect.	Contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.		
10	Time delay setting on retransfer from EMERGENCY source to NORMAL source.	Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.		

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

11	Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.	Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down. The suggested time is 5 mins.		
12	Missing bonding at Pump & Instrumentation Junction Boxes,	At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.		
13	While on-site the VFD internal Fan was in operation even when the pump was not running. Ideally, the Fan should only run during the VFD operation.	Contractor to coordinate with ABB drive supplier to confirm the proper operation of the internal VFD Fan and adjust as needed.		
14	There are some conduit sections underneath the elevated platform that should be supported properly.	RMC shall be securely fastened within 3 ft of conduit body or conduit termination, 5 ft max if no support structure is readily available.		
15	Coated pipe showing rust signs in multiple locations	Pipe must be touched up where needed.		
16	2"x12" fence board warped	2"x12" board shall be replaced		
17	Rodent feces were observed at the time of the walkthrough inside generator enclosure	Provide a solution for the open bottom on the platforms and protection from rodents.		

Facility: Lift Station No. 13

Item No.	Observed Deficiency	Required Action	Date Resolved	Date Approved
1	Plans with redlines indicating field changes have not been submitted.	Submit plans showing redlines reflecting any and all field changes.		

00605-3

Revised: May 27, 2022

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

2	OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.	Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.		
3	Missing label on Main Service Disconnect with available fault current at the time of installation.	In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.		
4	Missing Arc flash labels and Power System study as required by specification 16105.	Provide Arc flash labels and power system study as required by specification 16105.		
5	Access gate hard to operate and visibly misaligned	Access gate shall be aligned vertically.		
6	Rusting conduit nut inside the wireway.	Replace the rusting conduit nut inside the wireway.		
7	Missing CSBE seal on penetration of Pump No.1 power and control conduit junction box.	Provide CSBE seal to the Pump No. 1 power and control conduit penetrate to Pump No.1 Junction box.		
8	Unsecure conduit from the Mini Power Center to the outlet at the elevated platform.	Provide a conduit strap within 3 feet of the outlet box to secure the conduit from the Mini Power Center to the outlet at the elevated platform.		

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

9	Red Warning Sign missing on Main Service Disconnect.	The contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.		
10	Time delay setting on retransfer from EMERGENCY source to NORMAL source.	Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.		
11	Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.	Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down. The suggested time is 5 mins.		
12	Missing bonding at Pump & Instrumentation Junction Boxes,	At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.		
13	NEMA 4X, S.S. enclosure needs grounding.	The contractor shall bond the Custom NEMA 4X, S.S enclosure to the ground bar inside the panelboard.		
14	Meter disconnect and main service disconnect are mislabeled.	Swap the "Meter disconnect switch" and the "Main service disconnect switch" nameplates to align with the equipment designations.		
15	Wrong label on Meter Disconnect.	Meter Disconnect shall be relabeled as "METER DISCONNECT, NOT SERVICE EQUIPMENT".(NEC 230.82)		
16	Coated pipe showing rust signs in multiple locations	Pipe must be touched up where needed.		
17	Generator enclosure gets hot while running	Add "Hot Surface" labels to all sides of generator to prevent accidents.		
18	Rodent feces were observed at the time of the walkthrough inside generator enclosure	Provide a solution for the open bottom on the platforms and protection from rodents.		

00605-5

Revised: May 27, 2022

Facility: Lift Station No. 24

Item No.	Observed Deficiency	Required Action	Date Resolved	Date Approved
1	Plans with redlines indicating field changes have not been submitted.	Submit plans showing redlines reflecting any and all field changes.		
2	OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.	Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.		
3	Missing label on Main Service Disconnect with available fault current at the time of installation.	In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.		
4	Missing Arc flash labels and Power System study as required by specification 16105.	Provide Arc flash labels and power system study as required by specification 16105.		
5	Generator enclosure gets hot while running	Add "Hot Surface" labels to all sides of generator to prevent accidents.		
6	Rusting conduit nut inside the wireway.	Replace the rusting conduit nut inside the wireway.		

00605-6

Revised: May 27, 2022

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

7	There are some conduit sections underneath the elevated platform that should be supported properly.	RMC shall be securely fastened within 3 ft of conduit body or conduit termination, 5 ft max if no support structure is readily available.		
8	Meter disconnect and main service disconnect are mislabeled.	Swap the "Meter disconnect switch" and the "Main service disconnect switch" nameplates to align with the equipment designations.		
9	Wrong label on Meter Disconnect.	Meter Disconnect shall be relabeled as "METER DISCONNECT, NOT SERVICE EQUIPMENT".(NEC 230.82)		
10	Red Warning Sign missing on Main Service Disconnect.	The contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.		
11	Time delay setting on retransfer from EMERGENCY source to NORMAL source.	Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.		
12	Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.	Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down. The suggested time is 5 mins.		
13	Missing bonding at Pump & Instrumentation Junction Boxes,	At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.		
14	NEMA 4X, S.S. enclosure needs grounding.	The contractor shall bond the Custom NEMA 4X, S.S enclosure to the ground bar inside the panelboard.		
15	Coated pipe showing rust signs in multiple locations	Pipe must be touched up where needed.		

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

16	Rodent feces were observed at the time of the walkthrough inside generator enclosure	Provide a solution for the open bottom on the platforms and protection from rodents.		
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Facility: Lift Station No. 25

Item No.	Observed Deficiency	Required Action	Date Resolved	Date Approved
1	Plans with redlines indicating field changes have not been submitted.	Submit plans showing redlines reflecting any and all field changes.		
2	OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.	Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.		
3	Missing label on Main Service Disconnect with available fault current at the time of installation.	In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.		
4	Missing Arc flash labels and Power System study as required by specification 16105.	Provide Arc flash labels and power system study as required by specification 16105.		
5	Generator enclosure gets hot while running	Add "Hot Surface" labels to all sides of generator to prevent accidents.		
6	Rusting conduit nut inside the wireway.	Replace the rusting conduit nut inside the wireway.		

00605-8

Revised: May 27, 2022

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**PUNCH
LIST**

7	There are some conduit sections underneath the elevated platform that should be supported properly.	RMC shall be securely fastened within 3 ft of conduit body or conduit termination, 5 ft max if no support structure readily available.		
8	Red Warning Sign missing on Main Service Disconnect.	The contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.		
9	Time delay setting on retransfer from EMERGENCY source to NORMAL source.	Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.		
10	Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.	Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down. The suggested time is 5 mins.		
11	Missing bonding at Pump & Instrumentation Junction Boxes,	At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.		
12	NEMA 4X, S.S. enclosure needs grounding.	The contractor shall bond the Custom NEMA 4X, S.S enclosure to the ground bar inside the panelboard.		
13	Meter disconnect and main service disconnect are mislabeled.	Swap the "Meter disconnect switch" and the "Main service disconnect switch" nameplates to align with the equipment designations.		
14	Wrong label on Meter Disconnect.	Meter Disconnect shall be relabeled as "METER DISCONNECT, NOT SERVICE EQUIPMENT".(NEC 230.82)		
15	Coated pipe showing rust signs in multiple locations	Pipe must be touched up where needed.		

00605-9

Revised: May 27, 2022

16	Rodent feces were observed at the time of the walkthrough inside generator enclosure	Provide a solution for the open bottom on the platforms and protection from rodents.		
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Ivan E. Ortega
Project Manager
City of Friendswood

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/18/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider accepting the 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs & Mitigation Project and authorize the commencement of the contractor's one-year maintenance period.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Construction of the 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs & Mitigation Project has been completed.

City staff has received a one-year maintenance bond from the contractor, McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc., to correct any work found deficient during this one-year maintenance period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00600 - Certification of Substantial Completion - LS Pkg 3
2. One-Year Maintenance Bond - Pkg. 3

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: 02/12/2025

McDonald Municipal & Industrial
ATTN: Raymond Leal
5044 Timber Creek
Houston, TX 77017

RE: Project Name: 2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs
& Mitigation
Bid No.: 2023-08

Dear Raymond Leal:

1.1 NOTIFICATION

On January 27, 2025, the Projects Division received notification that the Contractor wished to declare the Work of the above referenced project Substantially Complete.

1.2 INSPECTION

A site visit and inspection of the Work performed under this Contract was carried out on February 6, 2025, by the City to ascertain the compliance of the Work with the Contract. The Date of Substantial Completion is hereby established as February 6, 2025. During this site visit a punch list of incomplete or non-conforming work was identified and agreed to by the City of Friendswood and the Contractor.

1.3 PUNCH LIST

The list of incomplete or outstanding items to be completed or corrected by the Contractor and verified by the Project Manager (Document 00785 – Punch List) is attached hereto. The project shall not be considered complete until those items have been corrected or otherwise brought into compliance with the Contract and that correction is demonstrated to the City. Failure to include any items on such list shall not alter the responsibility of the Contractor to complete the Work in accordance with the Contract. The Contractor shall complete or correct the Work on the Punch List attached hereto within ten (10) working days from the date shown on the punch list generated on the date of the Substantial Completion walk-through.

1.4 OCCUPANCY BY THE CITY

Substantial Completion of the Work entitles the City to take possession and make use of the Work and to conduct routine operations therein. Such operation by the City shall take precedence over all activities of the Contractor. The Public Works Department will not take possession until after Final Completion.

1.5 TRANSITION OF RESPONSIBILITIES

The City and the Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and provision of insurance, during the period after Substantial Completion and prior to Final Completion, transfer to the City. The Contractor shall remove all his locks from gates at this time. Entry to the site by the Contractor from this point forward shall be by means of scheduled appointment that shall be approved by the City's operations staff.

1.6 COORDINATION OF CORRECTIVE WORK

All corrective activities conducted by the Contractor, his forces, subcontractors, and suppliers, shall comply with the City's operational schedule and shall in no way interfere with, impinge, or prevent the City's use of the project or benefit from its service. Any corrective actions that may require temporary shut down of any part or component of the project shall be reported in writing, scheduled, and approved by the City's operational staff at least twenty-four (24) hours prior to conducting that work. A list of all the Contractor's personnel, suppliers, and subcontractors expected or required to enter the project site shall be furnished to the City's operations staff prior to the scheduled work beginning. No exceptions shall be made.

The Contractor shall contact the City's operations staff at (281) 996-3380 for scheduling all further work on the project. Projects Division retains administrative control of the contract and all questions regarding approval of corrective work or payment for that work shall be directed to same.

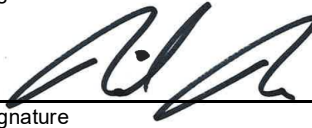
1.7 ACCEPTANCE BY THE CITY

Marcos Martinez
Project Manager

Marcos E. Martinez Jr.
Signature

2/13/2025
Date

Michael Medwedeff
Assistant Director Engineering - Projects


Signature

02/13/2025
Date

END OF DOCUMENT

PUNCH LIST

Date: 2/11/2025

McDonald Municipal & Industrial
ATTN: Raymond Leal
5044 Timber Creek Dr.
Houston, TX 77017

RE: Project Name: Lift Station Mitigation Project – Package 3
Project No.: 0101-001
BID No.: 2023-02

Dear Mr. Raymond Leal:

At the Substantial Completion walk-through on 2/6/2025, the following items were discussed and need to be completed or corrected before a Final walk-through will be scheduled. The Project Manager shall conduct the Final walk-through and verify that all Items have been either completed or corrected. All necessary work shall be completed within ten (10) working days from the date shown on this notice.

ITEM <u>NO.</u>	ITEM <u>DESCRIPTION</u>	DATE <u>COMPLETED</u>
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Lift Station No. 22

1) Plans with redlines indicating field changes have not been submitted.

Action: Submit plans showing redlines reflecting any and all field changes.

2) Old rebar showing in the location of the demolished concrete wall.

Action: Grind down old rebar and cover with cementitious concrete mortar as needed to provide a smooth concrete finish per Bid Item No. 3.

3) Old concrete top slab penetrations to wet well have not been filled.

Action: Fill in old penetration holes with cementitious grouting mortar to provide a smooth concrete finish.

4) Rubber handle on safety grating was missing in some of the access hatches.

Action: Install rubber handle where missing on safety grating.

- 5) OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.
Action: Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.
- 6) Missing label on Main Service Disconnect with available fault current at the time of installation.
Action: In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.
- 7) Missing Arc flash labels and Power System study as required by specification 16105.
Action: Provide Arc flash labels and power system study as required by specification 16105.
- 8) Missing drain vent on the proposed junction boxes as required by Dwg LS-E-9.
Action: Provide drains on the proposed junction boxes as required by Dwg detail LS22-E-9.
- 9) Rusting conduit nut inside the wireway.
Action: Replace the rusting conduit nut inside the wireway.
- 10) There are some conduit sections underneath the elevated platform that should be supported properly.
Action: RMC shall be securely fastened within 3 ft of conduit body or conduit termination, 5 ft max if no support structure readily available.
- 11) Red Warning Sign missing on Main Service Disconnect.
Action: The contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.
- 12) Time delay setting on retransfer from EMERGENCY source to NORMAL source.
Action: Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.
- 13) Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.
Action: Contractor to confirm and adjust the delay time setting that allows the generator to run unloaded for cool-off prior to shut down. Suggested time is 5 mins.
- 14) Missing bonding at Pump & Instrumentation Junction Boxes.
Action: At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.
- 15) NEMA 4X, S.S. enclosure needs grounding.
Action: Contractor shall bond the Custom NEMA 4X, S.S enclosure to the ground bar inside the panelboard.
- 16) Rust is building around the air relief valve.
Action: Remove the surface rust that is on valve.
- 17) Concrete is cracking by where the pipe support is at.

Action: Repair the cracks of the concrete.

18) Fence caps are not installed correctly.

Action: Adjust the Fence caps by the front gate.

Lift Station No. 27

1) Plans with redlines indicating field changes have not been submitted.

Action: Submit plans showing redlines reflecting any and all field changes.

2) Wooden fence top rail cap was broken near the platform stairs.

Action: Replace fence top rail cap as needed.

3) Site had some debris and trash.

Action: Provide general site clean up of debris and construction materials.

4) OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.

Action: Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.

5) Missing label on Main Service Disconnect with available fault current at the time of installation.

Action: In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.

6) Missing Arc flash labels and Power System study as required by specification 16105.

Action: Provide Arc flash labels and power system study as required by specification 16105.

7) Missing drain vent on the proposed junction boxes as required by Dwg LS-E-9.

Action: Provide drains on the proposed junction boxes as required by Dwg detail LS27-E-9.

8) There are some conduit sections underneath the elevated platform that should be supported properly.

Action: RMC shall be securely fastened within 3 ft of conduit body or conduit termination, 5 ft max if no support structure readily available.

9) The light fixture on the right side of the lighting pole near the transformer was not functioning.

Action: Repair or replace light fixture to provide functioning light.

10) Red Warning Sign missing on Main Service Disconnect.

Action: Contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.

11) Time delay setting on retransfer from EMERGENCY source to NORMAL source.

Action: Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.

12) Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.

Action: Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down.

Suggested time is 5 mins.

13) Missing bonding at Pump & Instrumentation Junction Boxes

Action: At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.

14) NEMA 4X, S.S. enclosure needs grounding.

Action: Contractor shall bond the Custom NEMA 4X, S.S enclosure to the ground bar inside the panelboard.

15) Wrong label on Meter Disconnect.

Action: Meter Disconnect shall be relabeled as " METER DISCONNECT, NOT SERVICE EQUIPMENT".(NEC 230.82)

16) 2x4s used for fencing are cracked or broken.

Action: Replace with a new piece of wood.

Lift Station No. 28

1) Plans with redlines indicating field changes have not been submitted.

Action: Submit plans showing redlines reflecting any and all field changes.

2) OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.

Action: Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.

3) Missing label on Main Service Disconnect with available fault current at the time of installation.

Action: In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.

4) Missing Arc flash labels and Power System study as required by specification 16105.

Action: Provide Arc flash labels and power system study as required by specification 16105.

5) Missing drain vent on the proposed junction boxes as required by Dwg LS-E-9.

Action: Provide drains on the proposed junction boxes as required by Dwg detail LS28-E-9.

6) Rusting conduit nut inside the wireway.

Action: Replace the rusting conduit nut inside the wireway.

7) There are some conduit sections underneath the elevated platform that should be supported properly.

Action: RMC shall be securely fastened within 3 ft of conduit body or conduit termination, 5 ft max if no support structure readily available.

8) Red Warning Sign missing on Main Service Disconnect.

Action: Contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.

9) Time delay setting on retransfer from EMERGENCY source to NORMAL source.

Action: Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.

10) Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.

Action: Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down. Suggested time is 5 mins.

11) Missing bonding at Pump & Instrumentation Junction Boxes.

Action: At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.

12) NEMA 4X, S.S. enclosure needs grounding.

Action: Contractor shall bond the Custom NEMA 4X, S.S enclosure to the ground bar inside the panelboard.

13) Meter disconnect and main service disconnect are mislabeled.

Action: Swap the "Meter disconnect switch" and the "Main service disconnect switch" nameplates to align with the equipment designations.

14) Wrong label on Meter Disconnect.

Action: Meter Disconnect shall be relabeled as " METER DISCONNECT, NOT SERVICE EQUIPMENT".(NEC 230.82)

15) 2x4s used for fencing are cracked or broken.

Action: Replace with a new piece of wood.

Lift Station No. 31

1) Plans with redlines indicating field changes have not been submitted.

Action: Submit plans showing redlines reflecting any and all field changes.

2) OSHA Danger "High Voltage Keep Out" sign are missing on the electrical equipment.

Action: Provide an OSHA Danger "High Voltage Keep Out" sign on the electrical equipment. This is typical for all electrical equipment. See NEC 110.16 and NEC 110.21 for additional information.

3) Missing label on Main Service Disconnect with available fault current at the time of installation.

Action: In lieu of the maximum available fault current marking as required by NEC 110.24, a permanently affixed label shall be applied with the available fault current at the time of installation and calculation. The label shall be 2" x 3" in size and shall be blue lettering on a contrasting background. This label shall also include the date of the calculation. Affix the label on the Main Service Disconnect.

4) Missing Arc flash labels and Power System study as required by specification 16105.

Action: Provide Arc flash labels and power system study as required by specification 16105.

5) Missing drain vent on the proposed junction boxes as required by Dwg LS-E-9.

Action: Provide drains on the proposed junction boxes as required by Dwg detail LS31-E-9.

6) Rusting conduit nut inside the wireway.

Action: Replace the rusting conduit nut inside the wireway.

7) Red Warning Sign missing on Main Service Disconnect.

Action: Contractor shall provide a Red Warning Sign on the Main Service Disconnect as required by NEC Section 702.7 (B). See attached image for reference in the email.

8) Time delay setting on retransfer from EMERGENCY source to NORMAL source.

Action: Contractor to confirm and adjust the time delay setting on retransfer from EMERGENCY source to NORMAL source, Suggested time is 10 mins.

9) Time delay setting that allows the generator to run unloaded for cool-off prior to shut down.

Action: Contractor to confirm and adjust the time delay setting that allows the generator to run unloaded for cool-off prior to shut down. Suggested time is 5 mins.

10) Missing bonding at Pump & Instrumentation Junction Boxes.

Action: At Pump & Instrumentation Junction Boxes, install bonding between enclosure door, back panel, bushing grounding, and termination box.

11) While on-site the VFD internal Fan was in operation even when the pump was not running. Ideally, the Fan should only run during the VFD operation.

Action: Contractor to coordinate with ABB drive supplier to confirm the proper operation of the internal VFD Fan and adjust as needed.

12) Concrete had imperfections by the platform ladder.

Action: Repair the concrete.

13) A few pickets and 2x4s were either cracked or broken.

Action: Replace what was damaged.

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/20/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider accepting the Fire Station No. 2 Reconstruction and Training Field Upgrades Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fire Station No. 2 Reconstruction and Training Field Upgrades Project has been successfully completed. The project included the reconstruction of Fire Station No. 2 and improvements to the adjacent training field to enhance the City's emergency response capabilities.

City staff has conducted inspections of the completed infrastructure and has determined that the work has been performed in compliance with City specifications.

As part of the project closeout process, the final contract amount reflects a \$60,000 credit applied to account for back charges.

Additionally, the contractor, Christensen Building Group, LLC, has provided a one-year maintenance bond, which guarantees the correction of any deficiencies identified during the maintenance period at no additional cost to the City.

With acceptance of this project, the one-year maintenance period will officially commence, during which any necessary corrective work will be performed by the contractor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Certificate of Substantial Completion
2. One-Year Maintenance Bond



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
City of Friendswood Fire Station No. 2

CONTRACT INFORMATION:
Contract For:
Date: 03.05.2024

CERTIFICATE INFORMATION:
Certificate Number: NA
Date: NA

OWNER: *(name and address)*
City of Friendswood

ARCHITECT: *(name and address)*
PGAL Inc.

CONTRACTOR: *(name and address)*
Christensen Building Group

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

PGAL, Inc.
ARCHITECT *(Firm Name)*

Luis Perez
SIGNATURE

Luis Perez, Architect
PRINTED NAME AND TITLE

03.05.2024
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
TBD

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
See attached.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ASAP () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$TBD

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Christensen Building
Group
CONTRACTOR *(Firm Name)*

Mike Moher
SIGNATURE

Mike Moher, Proj. Director
PRINTED NAME AND TITLE

03/08/2024
DATE

City of Friendswood
OWNER *(Firm Name)*

Hailee Medwedeff
SIGNATURE

Hailee Medwedeff, Proj. Coordinator
PRINTED NAME AND TITLE

03/08/2024
DATE

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: March 3, 2025

Date submitted: 02/20/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider accepting the Red Ball Oxygen Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Red Ball Oxygen contracted with GRA-Gulf Coast Construction, LLC, to construct a new 8" waterline and appurtenances at 14200 Beamer Road for its development.

City staff has inspected the waterline and has found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, GRA-Gulf Coast Construction, LLC, to correct any work found deficient during this one-year period. Upon completion of this period, the City will take full ownership and maintenance responsibility for the utility.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. One-Year Maintenance Bond

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: March 3, 2025

Date submitted: 02/20/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the City Manager's signature and authorizing the emergency purchase of two new 45HP pumps for Lift Station No. 2.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to ratify the City Manager's signature and to authorize the emergency repairs of a pump for Sanitary Sewer Lift Station No. 2 in the amount of \$67,425.00.

Sanitary Sewer Lift Station No. 2, located at 1306 Deepwood, is one of the City of Friendswood's most critical lift stations that pumps / discharges the majority of our sanitary sewer flow for the city over to the Blackhawk Wastewater Treatment Plant. Our submersible Pumps Nos. 3 and 4, which are two of four small pumps at this lift station, are in need of immediate emergency repair. These pumps are critical, as they serve as the main daily flow pumps alternating in a series to convey wastewater to the treatment plant.

Public Works staff has urgently coordinated with an approved sole-source vendor of Flygt pumps – Hahn Equipment, and the cost to repair these specific 45hp/460V/6" discharge submersible pumps is \$87,920.00.

The cost to cover the repair of these pumps will be from the City's Water and Sewer working capital fund.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Continued uninterrupted flow of wastewater to Blackhawk Regional Wastewater Treatment Facility. Prevention of SSO's (Sanitary Sewer Overflows) that could result in TCEQ violations and subsequent fines.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/06/2025

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider ratifying the City Manager's signature and approving a Request for Consent and Authorization of Proposed Modifications by American Tower on behalf of AT&T Mobility, to the installation of equipment at the Communications Facility located at 1606 Whitaker Drive, Friendswood, Texas, 77546-5403.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item ratifies the City Manager's signature and approves a request from American Tower on behalf of AT&T, to make alterations to their equipment on the tower located at 1606 Whitaker Drive, Friendswood, Texas, 77546-5403, as required by its ground lease. The approval will allow for modifications to the existing tower as noted in the attached Project Construction drawings and will include the modification of tower-mounted equipment as noted in the Scope of Work.

The noted work will take place within the existing compound and on the existing tower, with the overall appearance of the tower remaining similar and will result in no changes to the overall height of the tower.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The telecommunications tower near the Communications Facility exists; and during the permitting phase, City staff will ensure that building code requirements are met.

RECOMMENDATIONS

Staff has no issue with the proposed changes to the telecommunications tower and will ensure that building codes and ordinances are met by AT&T Mobility.

ATTACHMENTS

1. 268232 Consent Letter
2. Project Construction Drawings



VIA Email

2/6/2025

City of Friendswood
910 South Friendswood Dr.
Friendswood, TX 77546

**RE: 268232 / Friendswood PS BLDG TX / AT&T Mobility (the "Customer") / OAA795411 (the "Project")
Communications Facility located at 1606 Whitaker Drive, Friendswood, TX 77546 (the "Site")
Request for Consent & Authorization**

Dear Landlord:

Pursuant to the ground agreement for the above-referenced Site, we are requesting your consent of Customer's proposed modifications. This consent shall apply to any alteration or tower modification related to the Project.

American Tower will continue to be responsible for performance of all obligations under the ground agreement. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me. Please return this letter immediately to the address listed below.

Sincerely,
Anastasia Giagkas
Account Specialist, Land Acquisitions
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
anastasia.giagkas@americantower.com
+1 (781) 926-4522

Approval and Authorization

I, an authorized party, consent to the activity as referenced above at the Site and authorize the Customer and/or its agent, to apply for all necessary zoning and permitting approvals as may be required for the activity and/or installation and acknowledge and agree that Customer, American Tower, and/or their agents shall have no further obligations to obtain consents or approvals, or provide notice, from the undersigned with regard to the Project.

Signature: _____ Date: 02/06/2025

Print Name: Morad Kabiri

Title: City Manager



IWM NUMBER:	WSSTX0052914	
PTN NUMBER:	3065A1BPGC	
ADDRESS:	1606 WHITAKER DRIVE FRIENDSWOOD, TX 77546	
STRUCTURE TYPE:	160'-0" SELF-SUPPORT TOWER	

APPROVED



MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR
CONSTRUCTION



① SITE PLAN



11"x17" SCALE: 1" = 80'-0"
22"x34" SCALE: 1" = 40'-0"

80' 0 80' 160' 380'
40' 0 40' 80' 160'

② STRUCTURE PHOTO

Mastec
Network Solutions

1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518



1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



DATE SIGNED:
11/18/24

MASTEC NETWORK SOLUTIONS TEXAS FIRM NO.
18862 FIRM REGISTRATION RENEWAL
05/30/2025
PE LICENSE RENEWAL 03/31/2025

MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR
CONSTRUCTION

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	10/14/24	CD FOR REVIEW	TB
B	10/16/24	CD FOR REVIEW	TB
D	11/18/24	FINAL CD	TB

DESIGNED BY: TB CHECKED DATE: 11/18/24

OWNER: AMERICAN TOWER CORPORATION
TOWER NUMBER: 268232
SITE NAME: LAYFAIR PLACE
SITE NUMBER: HXL02276
FA LOCATION CODE: 12568558
MATED: PPL
3065A1BPCC
PAGE ID: MRSTX101557/MRSTX101478
HW NUMBER: WSSTX0052914
ADDRESS: 1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

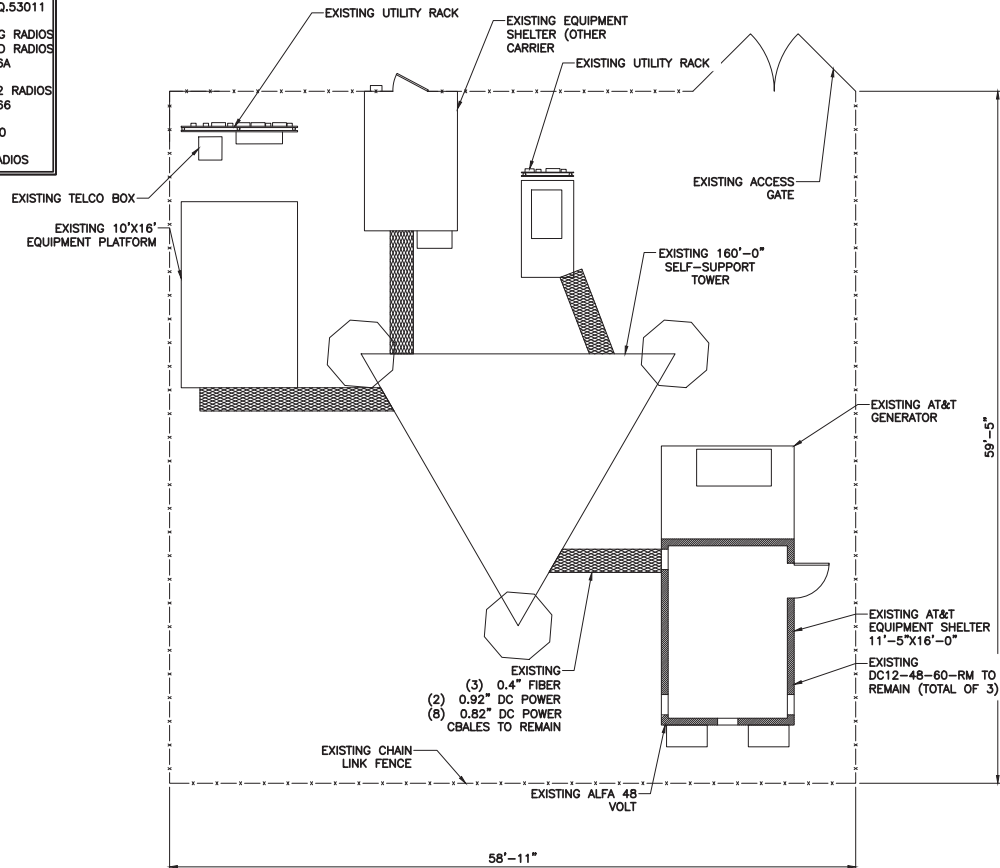
PROJECT TITLE: OVERALL SITE PLAN

PROJECT NUMBER: C-1

NOTE:

****PLEASE REFER TO TRUNK CABLE CALCULATOR FOR
CONVERTER/TRUNK LAYOUT**
EXISTING PP ALPHA TECHNOLOGIES**

- || REMOVE (1) ALPHA TECHNOLOGIES PP
- || INSTALL (1) NEW NETSURE 7100 1500A W/-58V CONV W/
- 3 BATTERY SHELVES PP
- || RETAIN (1) EXISTING INDOOR BATTERY RACK W/ (12 EA -
- 3 STRINGS) SBS 190 BATTERIES
- || INSTALL (12 EA - 3 STRINGS) SBS 190 BATTERIES IN NEW
- POWER PLANT BATTERY SHELVES
- || INSTALL (13) NEW -48V RECTIFIERS
- || INSTALL (12) NEW 48VDC -58VDC CONVERTER NEQ.53011
- 1C485B200P3
- || INSTALL (3) 50 AMP BREAKERS FOR AIR6419 B77G RADIOS
- || INSTALL (3) 50 AMP BREAKERS FOR AIR6449 B77D RADIOS
- || INSTALL (6) 30 AMP BREAKERS FOR 8843 B2/B66A
- RADIOS
- || INSTALL (6) 25 AMP BREAKERS FOR 4449 B5/B12 RADIOS
- || INSTALL (3) 50 AMP BREAKERS FOR 4890 B25/B66
- RADIOS
- || INSTALL (3) 20 AMP BREAKERS FOR RRUS-32 B30
- RADIOS
- || INSTALL (3) 25 AMP BREAKERS FOR 4478 B14 RADIOS



1 COMPOUND PLAN



11"x17" SCALE: 3/32" = 1'-0"
22"x34" SCALE: 3/16" = 1'-0"

0 5'-4" 10'-8" 21'-4"
0 2'-8" 5'-4" 10'-8"

Mastec
Network Solutions

1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518



1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



DATE SIGNED:
11/18/24

MASTEC NETWORK SOLUTIONS TEXAS FIRM NO.
18862 FIRM REGISTRATION RENEWAL
05/30/2025
PE LICENSE RENEWAL 03/31/2025

MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR
CONSTRUCTION

SUBMITTALS

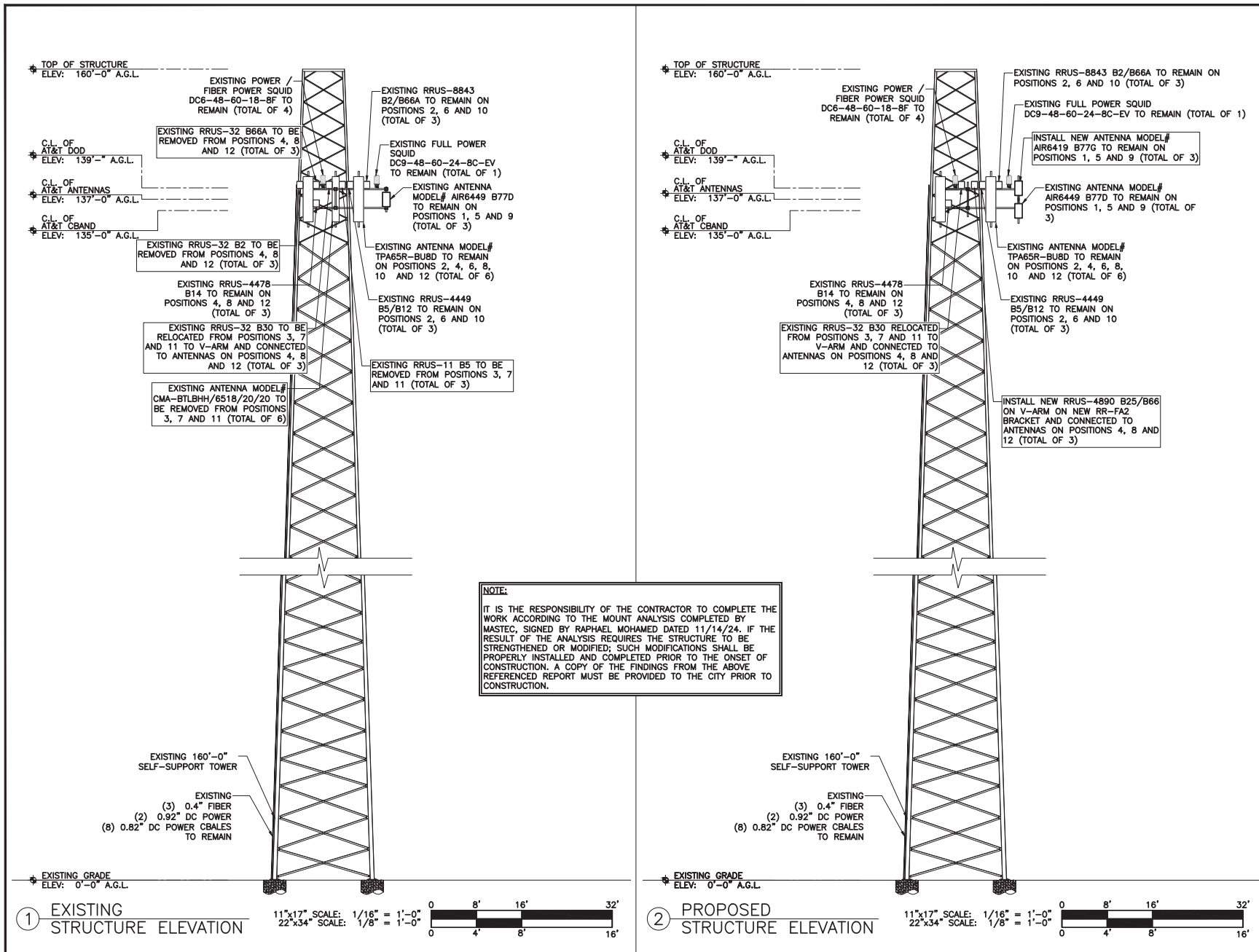
REV	DATE	DESCRIPTION	BY
A	10/14/24	CD FOR REVIEW	TB
B	10/16/24	CD FOR REVIEW	TB
D	11/18/24	FINAL CD	TB

CONVEYED BY: TB CHECKED DATE: 11/18/24

PROJECT LOCATION: TOWER OWNER:
AMERICAN TOWER CORPORATION
TOWER NUMBER:
268232
SITE NAME:
LAYFAIR PLACE
SITE NUMBER:
HXLO2276
FA LOCATION CODE:
12568558
MATED: P/N:
3065A1BPCC
PAGE ID:
MRSTX101557/MRSTX101478
R/W NUMBER:
WSSTX0052914
ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

PROJECT TITLE:
COMPOUND PLAN

SHEET NUMBER:
C-2



1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518

1801 VALLEY NEW LANE
FARMERS BRANCH, TX 75344

DATE SIGNED:
11/18/24

MASTEC NETWORK SOLUTIONS TEXAS FIRM NO.
18862 FIRM REGISTRATION RENEWAL
05/30/2025
PE LICENSE RENEWAL 03/31/2025

MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR
CONSTRUCTION

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	10/14/24	CD FOR REVIEW	TB
B	10/16/24	CD FOR REVIEW	TB
D	11/18/24	FINAL CD	TB

DESIGNED BY: TB

DATE: 11/18/24

CHECKED BY: TB

DATE: 11/18/24

PROJECT NUMBER: 11557/MRSTX101478

TOWER OWNER: AMERICAN TOWER CORPORATION

TOWER NUMBER: 268232

SITE NAME: LAYFAIR PLACE

SITE NUMBER: HXL02276

FA LOCATION CODE: 12568558

MASTEC P/N: 3065A1BPQC

PAGE ID: MRSTX101557/MRSTX101478

HW NUMBER: WSSTX0052914

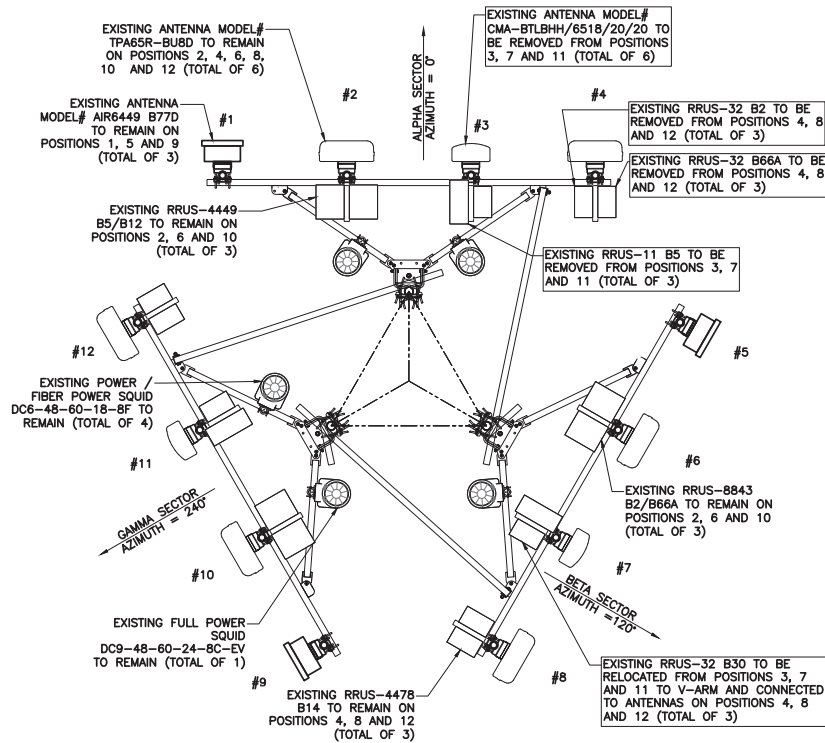
ADDRESS: 1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

TOWER ELEVATIONS

C-3

THIS DOCUMENT IS THE DESIGN PROPERTY AND COPYRIGHT OF MASTEC NETWORK SOLUTIONS AND FOR THE EXCLUSIVE USE BY THE TITLE CLIENT. DUPLICATION OR USE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CREATOR IS STRICTLY PROHIBITED. DRAWING SCALES ARE INTENDED FOR 22"x34" SIZE PRINTED MEDIA ONLY. 11"x17" IS DEEMED HALF SCALE, AND ALL OTHER PRINTED SIZES ARE DEEMED "NOT TO SCALE".

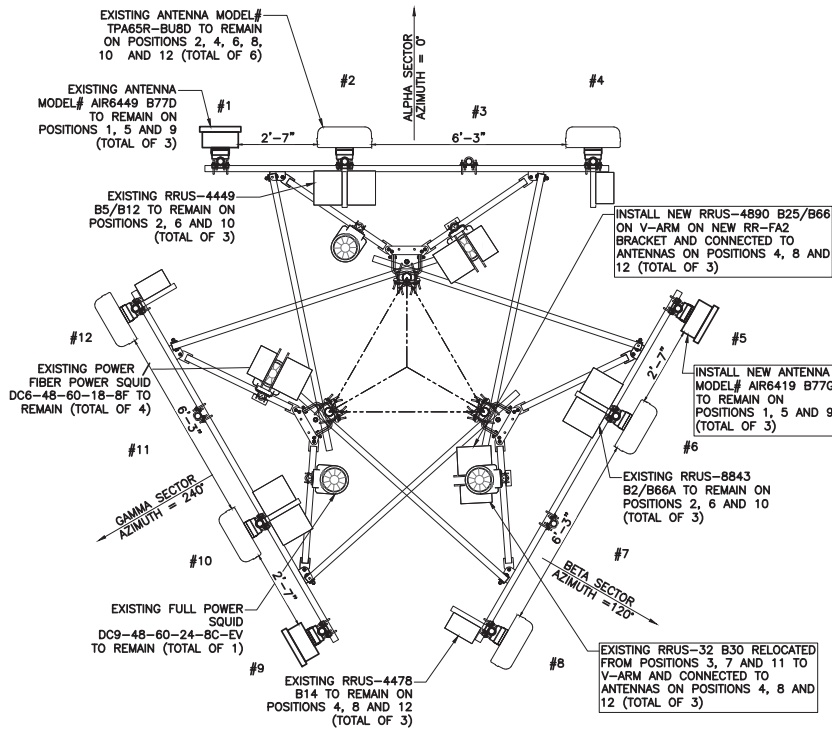
NOTE:
AT&T RF APPROVED THE DESIGN PROVIDED.



① EXISTING ANTENNA PLAN

11"x17" SCALE: 1/4" = 1'-0"
22"x34" SCALE: 1/2" = 1'-0"

- INSTALL (1) NEW L2X2X1/4" DIAGONAL ANGLES AND CONNECT TO TOP AND BOTTOM EXISTING OUTER STANDOFF ARMS USING (2) 1/2" A325N BOLTS WITH (1) BOLT PER END CONNECTION; TOTAL PER MEMBER. (TYPICAL OF (1) LOCATION IN EACH SECTOR)
- INSTALL (2) NEW SABRE C10179253 TIEBACK KITS AND CONNECT TO EXISTING AND PROPOSED MOUNT PIPES AND ADJACENT TOWER LEGS USING PROVIDED HARDWARE IN KIT. (TYPICAL OF ALL SECTORS) REMOVE ALL EXISTING TIEBACKS.
- INSTALL (1) NEW SITE PRO 1 P30120 ANTENNA MOUNT PIPE IN POSITION 1 AND CONNECT TO EXISTING FACE HORIZONTALS USING (2) SITE PRO 1 UB1300 U-BOLTS AND (1) SABRE C10902012 CROSSOVER PLATE. (TYPICAL OF ALL SECTORS)
- INSTALL (2) NEW SITE PRO 1 P30120 RRU PIPES AND CONNECT TO EXISTING ANGLE STANDOFFS USING NEW SITE PRO 1 HMB-AU MOUNTING BRACKETS. (TYPICAL OF (2) PER SECTOR)



② PROPOSED ANTENNA PLAN

11"x17" SCALE: 1/4" = 1'-0"
22"x34" SCALE: 1/2" = 1'-0"

Mastec
Network Solutions

1151 SE CARRY PARKWAY,
SUITE 101 CARRY, TX 77518

AT&T
Mobility

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



DATE SIGNED:
11/18/24

MASTEC NETWORK SOLUTIONS TEXAS FIRM NO.
18862 FIRM REGISTRATION RENEWAL
05/30/2025
PE LICENSE RENEWAL 03/31/2025

MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR
CONSTRUCTION

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	10/14/24	CD FOR REVIEW	TB
B	10/16/24	CD FOR REVIEW	TB
D	11/18/24	FINAL CD	TB

CONSIDERED BY: TB
CONSIDERED DATE: 11/18/24

PROJECT NUMBER: 101557/MRSTX101478
TOWER OWNER: AMERICAN TOWER CORPORATION
TOWER NUMBER: 268232
SITE NAME: LAYFAIR PLACE
SITE NUMBER: HXL02276
FA LOCATION CODE: 12568558
MOUNTED P/N: 3065A1BPCC
PAGE ID: MRSTX101557/MRSTX101478
REV NUMBER: WSSTX0052914
ADDRESS: 1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

ENLARGED ANTENNA PLANS

PROJECT NUMBER: C-4

EXISTING															
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MODEL	RAD CENTER (A.G.L.)	AZIMUTH	COAX CABLE	OTHER CABLES	TMA'S	DIPLEXERS	RRH'S	OTHER DEVICES				
ALPHA	5G CBAND	#1	(1) AIR6449 B77D	137°-0"	0°	N/A	(3) 0.4" FIBER (2) 0.92" DC POWER (8) 0.82" DC POWER	N/A	N/A	N/A	(1) DC9-48-60-24-8C-EV (4) DC6-48-60-18-8F				
	LTE-700 / 850 / 1900 / AWS	#2	(1) TPA65R-BU8D					N/A	N/A	(1) 8843 B2/B66A (1) 4449 B5/B12					
	LTE-WCS	#3	(1)CMA-BTLBHH/6518/20/20					N/A	N/A	(1) RRUS-11 B5 (1) RRUS-32 B30					
	LTE-AWS / 700 / 1900	#4	(1) TPA65R-BU8D					N/A	N/A	(1) RRUS-32 B2 (1) 4478 B14 (1) RRUS-32 B66A					
BETA	5G CBAND	#5	(1) AIR6449 B77D	137°-0"	120°			N/A	N/A	N/A		N/A	(1) 8843 B2/B66A (1) 4449 B5/B12	(1) DC9-48-60-24-8C-EV (4) DC6-48-60-18-8F	
	LTE-700 / 850 / 1900 / AWS	#6	(1) TPA65R-BU8D					N/A	N/A	(1) RRUS-11 B5 (1) RRUS-32 B30					
	LTE-WCS	#7	(1)CMA-BTLBHH/6518/20/20					N/A	N/A	(1) RRUS-32 B2 (1) 4478 B14 (1) RRUS-32 B66A					
	LTE-AWS / 700 / 1900	#8	(1) TPA65R-BU8D					N/A	N/A	N/A					
GAMMA	5G CBAND	#9	(1) AIR6449 B77D	137°-0"	240°			N/A	N/A	N/A		N/A	(1) 8843 B2/B66A (1) 4449 B5/B12		(1) DC9-48-60-24-8C-EV (4) DC6-48-60-18-8F
	LTE-700 / 850 / 1900 / AWS	#10	(1) TPA65R-BU8D					N/A	N/A	(1) RRUS-11 B5 (1) RRUS-32 B30					
	LTE-WCS	#11	(1)CMA-BTLBHH/6518/20/20					N/A	N/A	(1) RRUS-32 B2 (1) 4478 B14 (1) RRUS-32 B66A					
	LTE-AWS / 700 / 1900	#12	(1) TPA65R-BU8D					N/A	N/A	N/A					
PROPOSED															
SECTOR	ANTENNA TECHNOLOGY	ANTENNA POSITION	MODEL	RAD CENTER (A.G.L.)	AZIMUTH	COAX CABLE	OTHER CABLES	TMA'S	DIPLEXERS	RRH'S	OTHER DEVICES				
ALPHA	5G CBAND / DOD	#1	(1) AIR6449 B77D (1) AIR6419 B77G	135°-0" 139-0"	0°	N/A	(3) 0.4" FIBER (2) 0.92" DC POWER (8) 0.82" DC POWER	N/A	N/A	N/A	(1) DC9-48-60-24-8C-EV (4) DC6-48-60-18-8F				
	LTE-700 / 850 / 1900 / AWS	#2	(1) TPA65R-BU8D	137°-0"				N/A	N/A	(1) 8843 B2/B66A (1) 4449 B5/B12					
	N/A	#3	N/A	N/A				N/A	N/A	N/A					
	LTE-AWS / 700 / 1900 / WCS	#4	(1) TPA65R-BU8D	137°-0"				N/A	N/A	(1) 4890 B25/B66 (1) 4478 B14 (1) RRUS-32 B30					
BETA	5G CBAND / DOD	#5	(1) AIR6449 B77D (1) AIR6419 B77G	135°-0" 139-0"	120°			N/A	N/A	N/A		N/A	(1) 8843 B2/B66A (1) 4449 B5/B12	(1) DC9-48-60-24-8C-EV (4) DC6-48-60-18-8F	
	LTE-700 / 850 / 1900 / AWS	#6	(1) TPA65R-BU8D	137°-0"				N/A	N/A	(1) 4890 B25/B66 (1) 4478 B14 (1) RRUS-32 B30					
	N/A	#7	N/A	N/A				N/A	N/A	N/A					
	LTE-AWS / 700 / 1900 / WCS	#8	(1) TPA65R-BU8D	137°-0"				N/A	N/A	N/A					
GAMMA	5G CBAND / DOD	#9	(1) AIR6449 B77D (1) AIR6419 B77G	135°-0" 139-0"	240°			N/A	N/A	N/A		N/A	(1) 8843 B2/B66A (1) 4449 B5/B12		(1) DC9-48-60-24-8C-EV (4) DC6-48-60-18-8F
	LTE-700 / 850 / 1900 / AWS	#10	(1) TPA65R-BU8D	137°-0"				N/A	N/A	(1) 4890 B25/B66 (1) 4478 B14 (1) RRUS-32 B30					
	N/A	#11	N/A	N/A				N/A	N/A	N/A					
	LTE-AWS / 700 / 1900 / WCS	#12	(1) TPA65R-BU8D	137°-0"				N/A	N/A	N/A					



1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518



1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



DATE SIGNED:
11/18/24

MASTEC NETWORK SOLUTIONS TEXAS FIRM NO.
18862 FIRM REGISTRATION RENEWAL
05/30/2025
PE LICENSE RENEWAL 03/31/2025

MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR
CONSTRUCTION

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	10/14/24	CD FOR REVIEW	TB
B	10/16/24	CD FOR REVIEW	TB
O	11/18/24	FINAL CD	TB

DESIGNED BY: TB

CHECKED DATE: 11/18/24

DATE SUBMITTED: 11/18/24

TOWER OWNER: AMERICAN TOWER CORPORATION

TOWER NUMBER: 268232

SITE NAME: LAYFAIR PLACE

SITE NUMBER: HXL02276

FA LOCATION CODE: 12568558

MASTEC P/N: 3065A1BPCC

PAGE ID: MRSTX101557/MRSTX101478

HW NUMBER: WSSTX0052914

ADDRESS: 1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

PROJECT TITLE: RF SCHEDULE

SHEET NUMBER: C-5

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NOTES:

1. LABEL BREAKERS WITH THE FOLLOWING INFORMATION: SECTOR, FREQUENCY, TECHNOLOGY, AMPERAGE PER ATT-TP-76300.
2. THESE ARE THE BREAKERS SIZE FOR THE RADIOS AT THE TIME OF THE DRAWINGS. YOU MUST VERIFY THE BREAKER SIZE WITH ATT-CEM-18002.
3. USE THE BREAKER TYPE THAT MATCHES THE POWER PLANT MANUFACTURER, NO EXCEPTIONS.

RRH BREAKER SCHEDULE

RRH MANUFACTURER	RRH MODEL	BREAKER SIZE	DC POWER CONSUMPTION	BREAKER AT&T ITEM #			BREAKER QUANTITY
				VERTIV/EMERSON	ARGUS	INFINITY / GE CRITICAL POWER	
ERICSSON	4890 B25/B66A	50 AMP	3,327 W	WHITE HANDLE	MID TRIP	TRIPPED	3
ERICSSON	AIR 6419 B77G	45 AMP	1,250 W	NEQ.00710	NEQ.10366	NEQ.13054	3

Power Plant Circuit Breakers

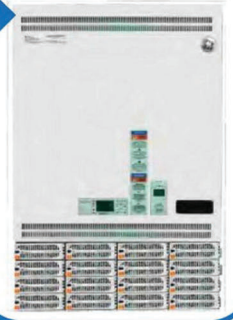
White Handle
Vertiv / Emerson / NetSure



MID TRIP
Argus / Alpha Technologies / Cordex



TRIPPED
GE Critical Power / Infinity /
Lineage / Galaxy Pulsar



Manufacturer #	AT&T Item #	AMP	Power Plant Manufacturer
102276	NEQ.00706	15A	Vertiv/Emerson
102277	NEQ.00466	20A	Vertiv/Emerson
102278	NEQ.00707	25A	Vertiv/Emerson
102279	NEQ.00708	30A	Vertiv/Emerson
102282	NEQ.00710	50A	Vertiv/Emerson
470-304-10	NEQ.10359	15A	Argus
470-305-10	NEQ.10360	20A	Argus
470-306-10	NEQ.10361	25A	Argus
470-307-10	NEQ.10362	30A	Argus
470-311-10	NEQ.10366	50A	Argus
CC109143871	NEQ.13049	15A	Infinity/GE Critical Power
CC109143888	NEQ.13050	20A	Infinity/GE Critical Power
CC109143896	NEQ.13051	25A	Infinity/GE Critical Power
CC109144236	NEQ.13052	30A	Infinity/GE Critical Power
CC109144244	NEQ.13054	50A	Infinity/GE Critical Power

Mastec
Network Solutions

1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518

AT&T
Mobility

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



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18862 FIRM REGISTRATION RENEWAL
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B	10/16/24	CD FOR REVIEW	TB
D	11/18/24	FINAL CD	TB

CREATED BY: TB CHECKED DATE: 11/18/24

OWNER: AMERICAN TOWER CORPORATION
TOWER NUMBER: 268232
SITE NAME: LAYFAIR PLACE
SITE NUMBER: HXL02276
FA LOCATION CODE: 12568558
MATED P/N: 306SA1BPCC
PAGE ID: MRSTX101557/MRSTX101478
HW NUMBER: WSSX0052914
ADDRESS: 1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

RRH BREAKER SCHEDULE

E-1



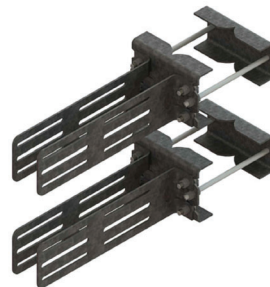
ERICSSON AIR6419 B77G	
DIMENSIONS (HxWxD)	28.0"x15.7"x6.7"
WEIGHT	66.1 lbs.
ITEM NUMBER	CEQ.54110

① ANTENNA DETAILS
N.T.S.



ERICSSON RRUS-4890 B25/B66A	
DIMENSIONS (HxWxD)	17.5"x15.1"x6.9"
WEIGHT	68 lbs.

② RADIO DETAILS
N.T.S.



RRU BRACKET RR-FA2	
DIMENSIONS (HxWxD)	16.4"x8.6"x18"
WEIGHT	18 lbs.
ITEM NUMBER	ANT.16533

③ RADIO BRACKET DETAILS
N.T.S.

MODIFICATION SCHEDULE*

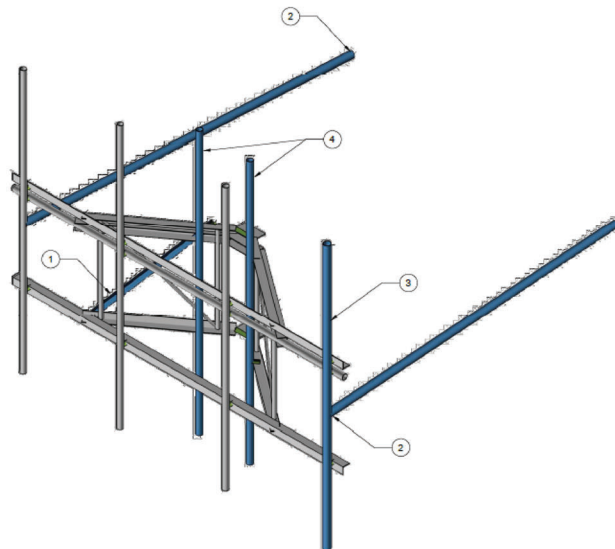
NO.	DESCRIPTION	ELEV.
1	INSTALL (1) NEW LGS WP DIAGONAL BRACKETS AND CONNECT TO TOP AND BOTTOM END OF EXISTING STANDOFF ARM USING (2) 1/2" A325N BOLTS WITH (1) BOLT PER END CONNECTION; (2) TOTAL PER MEMBER, (TYPICAL OF (1) LOCATION IN EACH SECTOR)	
2	INSTALL (2) NEW 3/8" DIA 6-107093 TIEBACKS AND CONNECT TO EXISTING AND PROPOSED MOUNT PIPES AND ADJACENT TOWER LEGS USING PROVIDED HARDWARE IN KIT; (TYPICAL OF ALL SECTORS) REMOVE ALL EXISTING TIEBACKS.	± 137'-0"
3	INSTALL (1) NEW SITE PRO 1 P30103 ANTENNA MOUNT PIPE IN POSITION 1 AND CONNECT TO EXISTING FACE HORIZONTALS USING (2) SITE PRO 1 UB1303 U-BOLTS AND (1) 3/8" DIA CORRUGATED CROSSOVER PLATE (TYPICAL OF ALL SECTORS)	
4	INSTALL (2) NEW SITE PRO 1 P30103 RHU PIPES AND CONNECT TO EXISTING ANGLE STANDOFFS USING (2) NEW SITE PRO 1 HBA-4J MOUNTING BRACKETS (TYPICAL OF (2) PER SECTOR)	

MODIFICATION NOTES:
1. CONTRACTOR TO FIELD VERIFY THE REQUIRED LENGTH OF NEW PIPES AND MAY CUT ENDS AS REQUIRED TO AVOID UNNECESSARY OVERHANG AND OVERLAP.
2. TWO COATS OF GILD-DRAWING COATING MUST BE APPLIED TO ALL CUT ENDS IN ACCORDANCE TO ASTM A760 PRIOR TO INSTALLATION.

* SCHEDULE APPLIES TO SHEETS S-1 TO S-3

SEL. ⑧ SCHEDULE NUMBER

CONTRACTOR NOTES:
1. ALL UTILITIES MAY INTERFERE WITH PROPOSED MODIFICATIONS.
2. ALL MODIFICATIONS TO BE INSTALLED CONTINUOUSLY THROUGH EXISTING EQUIPMENT; ALL EXISTING EQUIPMENT MUST NOT BE DAMAGED OR TAKEN OFF AIR DURING INSTALLATION OF PROPOSED MODIFICATIONS.
3. ANTENNA AND COAX NOT SHOWN FOR CLARITY. SEE STRUCTURAL ANALYSIS REPORT FOR EXISTING ANTENNA LOADING AND COAX CONFIGURATION.
4. PRIOR TO FABRICATION AND INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND QUANTITIES GIVEN. INFORMATION PROVIDED IS FOR QUOTING PURPOSE ONLY, AND SHALL NOT BE USED FOR FABRICATION.
5. EXISTING RHU AND ANGLE EQUIPMENT MAY NEED TO BE TEMPORARILY RELOCATED AS NECESSARY TO COMPLETE THIS MODIFICATION. EQUIPMENT IS NOT TO BE TAKEN OFF AIR AT ANY TIME DURING INSTALLATION. PLEASE CONTACT ECR IF THIS CANNOT BE MET.
6. CONTACT ECR IF PROPOSED MOUNT REPOSITIONMENT DIMENSIONS CANNOT BE MET.



① S-1 SECTOR FRAME MODIFICATION OVERALL
ISO VIEW
N.T.S.

④ SECTOR DETAILS
N.T.S.

PREPARED BY: **MasTec Network Solutions**
1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

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REVISIONS		
NO.	DATE	DESCRIPTION
1	11/18/24	CD FOR REVIEW

DRAWN BY: RC
CHECKED BY: RM
APPROVED BY: RM

SITE NAME:
HX2276 - LAYFAIR PLACE

SITE NUMBER:
HXL02276

MUNICIPAL NUMBER:
WSSTX0052914/MRSTX101557

TA LOCATION:
12568558

LINE PROJECT NO:
S4535-MMD1

SITE ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546
GALVESTON COUNTY

STATE OF TEXAS
RAPHAEL MOHAMED
126309
LICENSED PROFESSIONAL ENGINEER

RAPHAEL MOHAMED, P.E. REG. SENIOR DIRECTOR OF ENGINEERING
TX P.E. LICENSE NO. 126309 TO P.E. NO. 18862

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

SHEET TITLE:
MODIFICATION SCHEDULE

SHEET NUMBER:
S-1

MasTec
Network Solutions
1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518

AT&T
Mobility
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



DATE SIGNED:
11/18/24

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18862 FIRM REGISTRATION RENEWAL
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PE LICENSE RENEWAL 03/31/2025

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CHECKED BY: TB
11/18/24

TOWER OWNER:
AMERICAN TOWER CORPORATION
TOWER NUMBER:
268232
SITE NAME:
LAYFAIR PLACE
SITE NUMBER:
HXL02276
FA LOCATION CODE:
12568558
MREC PIR:
3065A1BPCC

PAGE ID:
MRSTX101557/MRSTX101478

HW NUMBER:
WSSTX0052914
ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

EQUIPMENT DETAILS

EQ-1

GENERAL CONSTRUCTION

1. THIS IS AN UNMANNED TELECOMMUNICATION FACILITY AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS IS NOT REQUIRED. POTABLE WATER OR SANITARY SERVICE IS NOT REQUIRED. NO OUTDOOR STORAGE OR ANY SOLID WASTE RECEIPTABLES REQUIRED.
2. ANY DEVIATION THAT DIFFERS SUBSTANTIALLY FROM WHAT IS SHOWN ON THE CONSTRUCTION DRAWINGS MUST BE APPROVED BY THE ENGINEER OF RECORD. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK CAN BE MADE DURING CONSTRUCTION WITHOUT ISSUING A CHANGE ORDER.
3. PLANS IN THESE DRAWING MAY HAVE BEEN CREATED BASED ON INFORMATION GATHERED FROM PREVIOUS DRAWINGS, AERIAL PHOTOGRAPHY, GIS DATA AND OR ASSOR MAPS. PLANS IN THESE DRAWINGS ARE NOT TO BE USED AS A BOUNDARY SURVEY UNLESS SPECIFICALLY NOTED
4. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS
5. THE CLIMBING ACCESS, SAFETY CLIMB, CLIMBING LADDER, STEP RUNGS ETC. OR ANY PARTS THEREOF SHALL NOT BE IMPEDED, MODIFIED OR ALTERED IN ANYWAY. ALL AZIMUTHS ARE TRUE NORTH. IF A MAGNETIC COMPASS IS USED MAGNETIC DECLINATION MUST BE TAKEN INTO ACCOUNT WHEN ALIGNING ANTENNAS AND ANTENNA MOUNTS.
7. GENERAL CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK. GENERAL CONTRACTOR IS RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
8. THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL CONDITIONS, AND CHANGES WHILE COMPLETING THIS CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING AND REMOVAL OF EXCESS DIRT.
10. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, ORDINANCES, AND ISSUE ALL APPROPRIATE NOTICES.
11. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS. THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE. THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED, EXCEPT AS MODIFIED BY THE REQUIREMENT SPECIFIED ON THE DRAWING OR THE DETAILS OF THE WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISION OF THESE PUBLICATIONS.
 - 11.1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
 - 11.2. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
 - 11.3. ICE (INSULATED CABLE ENGINEERS ASSOCIATION)
 - 11.4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
 - 11.5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
 - 11.6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
 - 11.7. UL (UNDERWRITERS LABORATORIES, INC.)
 - 11.8. AT&T GROUNDING STANDARD ND-00071
 - 11.9. ATT-002-290-105 ANTENNA COLLOCATION GUIDELINES
12. PLANS ARE NOT TO BE SCALED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
13. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
14. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
15. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
16. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
17. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
18. WORK SHALL BE DONE IN A PROFESSIONAL MANNER BY COMPETENT EXPERIENCED PERSONNEL IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE.
19. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
20. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.

21. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
22. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
23. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
24. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
25. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
26. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
27. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A TO 2-A-10-B-C.
28. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, COMMUNICATIONS, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: FALL PROTECTION, CONFINED SPACE, ELECTRICAL SAFETY, AND TRENCHING / EXCAVATION.
29. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHER DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
30. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMING WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
31. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION.
32. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
33. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE.
34. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
35. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
36. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
37. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
38. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
39. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST GROUNDING STANDARD.
40. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
41. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER.
42. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
43. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH PROPER HARDWARE USING WASHERS, LOCK WASHERS, LOCK NUTS AND DOUBLE NUTS AS REQUIRED AND TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
6. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
7. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE

- PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
8. MAINTAIN A MINIMUM OF 3 FEET SEPARATION BETWEEN ALL ANTENNAS. IF 3 FEET IS NOT OBTAINABLE BETWEEN ANY OF THE ANTENNAS, NOTIFY GENERAL CONTRACTOR CM FOR FURTHER DIRECTION.

TORQUE REQUIREMENTS

1. ALL RF CONNECTIONS SHALL BE TIGHTENED WITH A TORQUE WRENCH AND A TORQUE MARK INDICATED ON BOTH SIDES OF THE CONNECTION.
2. ALL GROUNDING AND ANTENNA HARDWARE SHALL ALL BE TIGHTENED WITH A TORQUE WRENCH AND A TORQUE MARK INDICATED ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. TORQUE TO THE FOLLOWING VALUES:
 - 2.1. ALL 5/16" ANTENNA HARDWARE TIGHTENED TO 9 FT-LBS.
 - 2.2. ALL 1/2" ANTENNA HARDWARE TIGHTENED TO 43 FT-LBS.
 - 2.3. ALL DIN-TYPE CONNECTIONS TIGHTENED TO 18-22 FT-LBS.
 - 2.4. ALL N-TYPE CONNECTIONS TIGHTENED TO 15-20 IN-LBS.

COAXIAL CABLE NOTES

1. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
2. CONTRACTOR SHALL VERIFY THE DOWNTILTS OF EACH ANTENNA WITH A DIGITAL LEVEL.
3. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.
4. USE 1/2" COAX ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
5. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.
6. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0".
7. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
8. ALL OUTDOOR RF CONNECTIONS SHALL BE WEATHERPROOFED USING COLD SHRINK OR HEAT SHRINK ON ALL ANTENNA AND RADIO CONNECTIONS.

GENERAL CABLE AND EQUIPMENT NOTES

1. PRIOR TO INSTALLATION CONTRACTOR SHALL VERIFY MAKE AND MODEL OF ANTENNA, DIPLEXER, AND COAX CONFIGURATION.
2. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
3. CONTRACTOR SHALL REFERENCE THE STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
4. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
 - 4.1. TEMPERATURE SHALL BE ABOVE 50° F.
 - 4.2. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
 - 4.3. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
 - 4.4. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
5. NO BOLT THREADS TO PROTRUDE MORE THAN 1-1/2".



1151 SE CARY PARKWAY,
SUITE 101 CARY, NC 27518



1801 VALLEY NEW LANE
FARMERS BRANCH, TX 75234



DATE SIGNED:
11/18/24

MASTEC NETWORK SOLUTIONS TEXAS FIRM NO.
18862 FIRM REGISTRATION RENEWAL
05/30/2025
PE LICENSE RENEWAL 03/31/2025

MASTEC NETWORK SOLUTIONS IS REGISTERED IN TX

FOR CONSTRUCTION

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	10/14/24	CD FOR REVIEW	TB
B	10/16/24	CD FOR REVIEW	TB
O	11/18/24	FINAL CD	TB

CREATED BY: TB CHECKED DATE: 11/18/24

DATE SUBMITTED: 11/18/24
TOWER OWNER:
AMERICAN TOWER CORPORATION
TOWER NUMBER:
268232
LAYFAIR PLACE
SITE NAME:
HXL02276
FA LOCATION CODE:
12568558
METSID FID:
3065A1BPCC
PAGE ID:
MRSTX101557/MRSTX101478
HW NUMBER:
WSSTX0052914
ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

DRAWING TITLE:

GENERAL NOTES

DRAWING NUMBER:

GN-1

ELECTRICAL NOTES

1. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWING SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.
2. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.
4. ALL MATERIALS AND EQUIPMENT SHALL BE PROPERLY LISTED, NEW, AND FREE FROM DEFECTS.
5. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO PERFORM A SHORT CIRCUIT ANALYSIS AND LABEL ALL DEVICE ACCORDING TO THE NATIONAL ELECTRICAL CODE. ALL OVER-CURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING EQUAL TO OR GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 10,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT.
6. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
7. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
8. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.
9. ALL PANEL DIRECTORIES SHALL BE MACHINE PRINTED.
10. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.
11. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
12. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

GROUNDING NOTES:

1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE 2 AWG BARE, SOLID, TINNED, COPPER, ABOVE GRADE GROUNDING CONDUCTORS SHALL BE STRANDED GREEN INSULATED WHERE NOTED.
2. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS.
3. GROUND RODS SHALL BE COPPER-GLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, 5/8"x10'-0". ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES.
4. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
5. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.
6. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING MANUFACTURER, AT&T GROUNDING STANDARD ND-00071, ND-00135, AND THE NATIONAL ELECTRICAL CODE.
7. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
8. ALL GROUNDING CONDUCTORS SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH GRADUAL BEND AS REQUIRED. GROUNDING CONDUCTORS SHALL NOT BE LOOPED OR SHARPLY BENT. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
9. BUILDINGS AND/OR NEW TOWERS GREATER THAN 75 FEET IN HEIGHT AND WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WIRE TOWERS GROUNDING RING TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 AWG COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).
10. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ASSURE PERMANENT AND EFFECTIVE GROUNDING.
11. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING TIE-IN-POINTS TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
12. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
13. APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES

WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE KOPR-SHIELD ANTI-OXIDATION COMPOUND ON ALL COMPRESSION GROUNDING CONNECTIONS.

14. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
15. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
16. DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 36" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES.
17. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT.
18. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
19. DRIVE GROUND RODS UNTIL TOPS ARE A MINIMUM DISTANCE OF 36" DEPTH OR 6" BELOW FROST LINE, USING THE GREATER OF THE TWO DISTANCES.
20. IF COAX ON THE ICE BRIDGE IS MORE THAN 6 FT. FROM THE GROUNDING BAR AT THE BASE OF THE TOWER, A SECOND GROUNDING BAR WILL BE NEEDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTERS.
21. CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

TESTING NOTES:

1. CERTIFIED PERSONNEL USING CERTIFIED EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.
2. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING ITEMS SHALL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE FOR NON-COMPLIANCE.
3. ALL FEEDERS SHALL HAVE INSULATION TESTED AFTER INSTALLATION, BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS; TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST LISTED TO CONTRACTOR.
4. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
5. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.



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CREATED BY: TB CHECKED DATE: 11/18/24

DATE SUBMITTED: 11/18/24
TOWER OWNER:
AMERICAN TOWER CORPORATION
TOWER NUMBER:
268232
SITE NAME:
LAYFAIR PLACE
SITE NUMBER:
HXLD2276
FA LOCATION CODE:
12568558
MFGCD P/N:
306SA1BPCC
PAGE ID:
MRSTX101557/MRSTX101478
INV NUMBER:
WSSTX0052914
ADDRESS:
1606 WHITAKER DRIVE
FRIENDSWOOD, TX 77546

PROJECT TITLE:
ELECTRICAL NOTES

PROJECT NUMBER:
EN-1

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 12/02/2024

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

Subject: Consider authorizing a contract with the Friendswood Historical Society for the maintenance and preservation of historical sites in the City.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. Pursuant to its contract with the City, the Historical Society is required to provide an annual report and to host a special event to showcase its mission. The Society's Histor-ween event has grown over the last few years to become a huge success in the community and will be scheduled again next year.

In 2023, the Council approved an increase in the budgeted amount from \$15,000 to \$17,500 to equip the Historical Society with additional funding needed to continue its efforts of providing the citizens of Friendswood with historical information about Friendswood and preserving and maintaining the historical sites in our city. The proposed contract is for a one-year term in the amount of \$17,500.

The FY24 adopted budget includes funding for the contract amount. The Historical Society is working on obtaining their updated registration with the Texas Secretary of State, which should be approved within the next week or so.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this request is not funded, the Friendswood Historical Society will not be able to maintain the city's historical sites. In addition, a lack of funding would severely limit its efforts to provide citizens with historical information about Friendswood through its annual events.

RECOMMENDATIONS

Staff recommends approval subject to the Historical Society's obtaining its updated registration with the Texas Secretary of State.

ATTACHMENTS

1. Historical Society Annual Agreement
2. Form 1295 - Historical Society
3. Certificate of Insurance - Historical Society Certificate of Insurance

CONTRACT FOR MAINTENANCE AND PRESERVATION OF HISTORICAL SITES AND INFORMATION

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Contract for Maintenance and Preservation of Historical Sites and Information (this "Contract") is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas (the "City") and the Frank J. Brown Heritage Museum, Inc., d/b/a Friendswood Historical Society, a nonprofit corporation located and operating in the City, (the "Historical Society"), each of said contracting parties acting by and through their respective hereunto duly authorized officers.

WITNESSED

WHEREAS, the Historical Society provides regular and ongoing services and programs, which include, but are not limited to, the dissemination of information to the general public regarding historical facts and findings and the maintenance of historical grounds, buildings and markers within the City; and

WHEREAS, the City benefits from such services in that historical information and facilities are an important and historical part of this community; and

WHEREAS, the City is desirous of the Historical Society continuing and expanding such services for the benefit of the City and its inhabitants;

NOW THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the City and the Historical Society agree as follows:

1. Historical Society's Obligations. The Historical Society shall:
 - a. maintain historical grounds, buildings and markers within the city limits of the City;
 - b. collect and keep on file pertinent information as to the history and heritage of the community of Friendswood;
 - c. disseminate information to the public regarding historical facts, findings and heritage of the community of Friendswood;
 - d. host an annual event in the Spring of 2025, which celebrates the history and heritage of the community of the City of Friendswood;
 - e. submit its budget for the City's approval as to the Historical Society's use of funds to be provided by the City; and
 - f. provide an annual report outlining the extent of its efforts in each of the above matters, which report shall be presented within nine (9) months of the date of execution hereof.

2. City's Obligations. Subject to the terms and conditions herein, the City shall pay the Historical Society the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00) for the aforementioned services. Such payment will be due within forty-five (45) days of the City's approval of the Historical Society's budget or the City's receipt of an invoice, whichever is later.
3. Term. Unless otherwise stated herein, the term of this Contract shall be for a period of one (1) year, commencing on the Effective Date. Only those expenditures authorized by this Contract and contained in the budget approved by the City, which are actually incurred for events and activities taking place within the term of this Contract, are eligible for funding. Any ineligible expenditures or unspent funds shall be returned to the City upon expiration or earlier termination of the Contract.
4. Termination. This Contract shall automatically terminate upon the occurrence of any of the following events:
 - The termination of the legal existence of the Historical Society;
 - The insolvency of the Historical Society, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by the Historical Society for the benefit of creditors; or
 - The continuation of a breach of any of the terms or conditions of this Contract by either the City or the Historical Society for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party.

In the event that this Contract is terminated pursuant to this section, the Historical Society agrees to refund any and all unused funds or funds determined by the City to have been used improperly, within thirty (30) days after termination of this Contract. Late payments shall accrue interest at the rate provided in Section 2251.025 of the Texas Government Code.

5. Miscellaneous.
 - a. Independent Contractor. The Historical Society shall operate as an independent contractor as to all services to be performed under this Contract and not as an officer, agent, servant, or employee of the City. The Historical Society shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same and the Historical Society shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. The Historical Society shall not be considered a partner or joint venturer with the City, nor shall the Historical Society be considered nor in any manner hold itself out as an agent or official representative of the City.
 - b. Insurance. The Historical Society shall, at a minimum, provide insurance as follows:
 - Commercial General Liability
 - ☐ General Aggregate: \$1,000,000
 - ☐ Per Occurrence: \$1,000,000
 - ☐ Coverage shall be at least Broad Form CGL

- ☐ No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

The following are general requirements applicable to the above-referenced policy:

- ☐ AM Best Rating of A: VII or better for all liability policies.
- ☐ Insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- ☐ Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City's representative.
- ☐ Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Contract.
- ☐ The policy must be on occurrence form.
- ☐ The 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 certified mail, return receipt requested, has been given to the City.
- ☐ The City of Friendswood, its officers, agents and employees are to be added as Additional Insureds and a waiver of subrogation shall be granted in favor of the City.

Additionally, the Historical Society shall furnish separate certificates and endorsements for each at-risk vendor, including those supplying amusement activities. All coverage of such vendors shall be subject to all of the requirements stated herein.

c. Indemnity.

THE HISTORICAL SOCIETY AGREES TO AND SHALL INDEMNIFY, 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, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THE HISTORICAL SOCIETY PURSUANT TO THIS CONTRACT, THE CONDUCT OR MANAGEMENT OF THE HISTORICAL SOCIETY'S BUSINESS OR ACTIVITIES, OR FROM ANY OTHER ACT OR OMISSION BY THE HISTORICAL SOCIETY, ITS AGENTS, AND EMPLOYEES, WHEN PERFORMING SERVICES IN ACCORDANCE WITH THIS CONTRACT, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR

SOLE NEGLIGENCE OF THE HISTORICAL SOCIETY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE HISTORICAL SOCIETY AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE HISTORICAL SOCIETY TO INDEMNIFY AND PROTECT THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE WITH ANY OTHER PERSON OR ENTITY AND/OR (II) THE HISTORICAL SOCIETY'S JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE HISTORICAL SOCIETY 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 Contract.

- d. Release. By this Contract, 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 Contract or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Historical Society assumes full responsibility for its work performed hereunder and hereby releases, relinquishes, discharges, and holds harmless the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, 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 Historical Society's work to be performed hereunder. This release shall apply with respect to the Historical Society's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- e. No Arbitration. Notwithstanding anything to the contrary contained in this Contract, the City and the Historical Society hereby agree that no claim or dispute between the City and the Historical Society arising out of or relating to this Contract 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 Historical Society consents to be joined in the arbitration proceeding if the Historical Society's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

f. Assignment. The Historical Society shall not assign this Contract without first obtaining the written consent of the City.

g. Notice. Any notice required to be given under this Contract or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

CITY
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: City Manager

HISTORICAL SOCIETY
Friendswood Historical Society
108 Skyview Terrace
Friendswood, TX 77546
Attn: President

h. Binding Effect. This Contract and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of the City and the Historical Society and their respective successors and assigns.

i. Application of Laws. All terms, conditions, and provisions of this Contract are subject to all applicable federal laws, state laws, the Charter of the City of Friendswood, all ordinances passed pursuant thereto, and all judicial determinations relative thereto. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

j. Ambiguities. In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

k. Complete Agreement. This Contract contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. The terms and conditions of this Contract shall prevail notwithstanding any variance in this Contract from the terms and conditions of any other document relating to this transaction or these transactions.

l. Headings. The headings and subheadings of the various sections and paragraphs of this Contract are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

m. Severability. If any section, subsection, paragraph, sentence, clause, phrase or word in this Contract, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining

portions of this Contract, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of March 2025, the date of signature by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

By: _____
MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

FRANK J. BROWN HERITAGE
MUSEUM, INC., d/b/a
FRIENDSWOOD HISTORICAL SOCIETY

By: _____
(Signature)

DAVID Smith
(Printed Name)

PRESIDENT
(Title)

ATTEST:

(Signature)

Judith Wiggins
(Printed Name)

(Title)

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 3, 2025

Date submitted: 02/20/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Grant Administration Services Agreement with GrantWorks, Inc., for compliance and management services associated with the American Rescue Plan Act Grants (RFP 2025-01).

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Earlier this year, the City of Friendswood issued a Request for Proposals (RFP) seeking qualified individuals or firms to provide grant compliance and management services for grants under the American Rescue Plan Act (ARPA). The City received 8 responses. After evaluating each based upon the criteria specified in the RFP, GrantWorks, Inc. ("GrantWorks") received the highest score. GrantWorks has been assisting local governments with state and federally funded programs since 1979 and has secured and administered more than \$8 billion in assistance through thousands of grant-funding contracts.

Under this proposed agreement, GrantWorks will provide grant administration services, including but not limited to:

1. Compliance and monitoring,
2. Reporting,
3. Payroll certifications,
4. Policy,
5. Audit support,
6. Coordination, and
7. Closeout.

These services will be paid exclusively from ARPA funds and shall not exceed \$288,600.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

GrantWorks will augment staff's capabilities to ensure compliance with federal regulations while maximizing the recovery of and beneficial uses of the ARPA funds in our community.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Grant Administration Services Agreement - ARPA
2. Government Verification Form
3. CIQ - Conflict of Interest Questionnaire

4. Chapter 2252 Certification
5. Non-Disclosure Agreement
6. Insurance Certificate - 1
7. Insurance Certificate - 2
8. Form 1295 Certificate

GRANT ADMINISTRATION SERVICES

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

KNOWN BY THESE PRESENTS:

This Grant Administration Services Agreement, hereinafter the "Agreement," is made this ___ day of March, 2025, by and between the City of Friendswood, Texas, a Texas home-rule municipal corporation, hereinafter referred to as the "City" and GrantWorks, Inc., a Texas corporation, hereinafter referred to as the "Consultant." The City and the Consultant collectively referred to herein as the "Parties" and individually as a "Party." This Agreement was procured in conformance with Chapter 252 of the Texas Local Government Code and Title 2 of the Code of Federal Regulations, Part 200. The Parties do hereby make and enter into the following agreement:

ARTICLE I.

Consultant

- 1.1 The Consultant, as an independent contractor, covenants and agrees to perform grant application, administrative and management services associated with grants obtained by the City under the American Rescue Plan Act ("ARPA") from the United States Treasury, Method of Distribution (whether one or more, collectively the "Grant"). Such services shall be performed by the Consultant in accordance with the terms of this Agreement together with the terms of the applicable Grant contract award. The Consultant covenants and agrees to perform the services in a professional manner. The Consultant shall complete the scope of work described in Article II and shall submit reports to the City and to other entities as required by the applicable Grant.
- 1.2 The Consultant shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by such professional under similar circumstances. The Consultant will further give professional consultations and advice to the City during the performance of the services under this Agreement.

ARTICLE II.

Scope of Work

- 2.1 The Consultant will perform the professional services related to the Grant as detailed in Exhibit "A" in accordance with all applicable state and federal law and regulations.
- 2.2 It is expressly understood and agreed that the services required herein will not be complete until the services set forth herein for the Grant are complete and accepted by the City. The Consultant will, without additional compensation, revise program documents as necessary in order for the City to obtain final approval by all applicable governmental authorities.
- 2.3 Pursuant to this Agreement, the City shall have the option to obtain the services of the Consultant to perform additional services. Such additional services shall be described in a written amendment to this Agreement, as agreed mutually by the City and the Consultant, including a description of the additional work, associated compensation, and time schedule as applicable. Such amendment

must be finally agreed to and fully executed prior to the City being liable for expenses associated with any additional services.

ARTICLE III.

Consultant Personnel

- 3.1 The Consultant represents that it has or will 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.
- 3.2 The Consultant may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by a written contract and shall be subject to the provisions of this Agreement.

ARTICLE IV.

Support Services

- 4.1 To the extent authorized by law, the readily available existing data and documentation obtained by the City that are relevant to the accomplishment of the Scope of Work specified in Article II shall be made available by the City for use by the Consultant. The City will provide the best documentation and data that it possesses; however, in providing such data and documentation, the City makes no warranty as to the accuracy or reliability of the same. Furthermore, the existing data and documentation shall be provided in a format as approved by the City. Nothing contained herein shall be construed as requiring the City to tender information in any particular format, including shape files.
- 4.2 The City shall consider and act on all documents and project work items submitted by the Consultant that require review, comments or approval by the City within a reasonable period of time so as to enable the Consultant to complete the work on schedule as provided in Article V of this Agreement.

ARTICLE V.

Time of Performance

- 5.1 The Consultant shall commence services upon execution of this Agreement.
- 5.2 The Consultant shall complete the services described in Article II in accordance with the timeline in the Grant, unless the scope of work and time of performance are changed in accordance with Article X or Section 14.1.
- 5.3 Notwithstanding anything to the contrary contained herein, this Agreement shall extend and be in full force until the completion and acceptance by the City of the tasks set forth in Exhibit "A."
- 5.4 The completion schedule set forth in this Article V may be subject to causes that result in delay over which neither the Consultant nor the City has any control. Notification and justification of any such delays identified by the Consultant must be made in writing and approved by the City. The schedule of work will be extended to include any such delays pursuant to Section 14.1.

- 5.5 Except for the indemnity, release, and the tail coverage required in Article XIII, this Agreement shall terminate upon the City's final acceptance of work completed by the Consultant, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI.
Compensation to Consultant

- 6.1 Subject to Section 6.2, the City shall compensate the Consultant for the professional services performed and any approved reimbursable expenses under this Agreement in an amount not to exceed TWO HUNDRED EIGHTY-EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$288,600.00), which shall be paid out of funds from the Grant, based upon the following rate schedule:

LABOR CATEGORY	HOURLY RATES
Corporate Sponsor	\$0.00
Senior Director.....	\$0.00
Subject Matter Expert	\$195.00
Lead Project Manager.....	\$160.00
Project Manager	\$145.00
Assistant Project Manager	\$105.00
Project Coordinator.....	\$105.00
Procurement Specialist	\$135.00
Senior Construction Manager	\$170.00
Construction Manager.....	\$145.00
Data Management & Reporting Specialist	\$120.00
Environmental Scientist.....	\$135.00
Labor Standards Manager.....	\$115.00
Labor Standards Specialist.....	\$95.00

- 6.2 Invoicing and payments shall be based upon all applicable ARPA requirements and milestones.
- 6.3 Payment shall be made only after both (i) receipt of a detailed statement showing the work performed and the time spent performing the same and (ii) funding is received under the Grant. The progress report letter will describe the services performed and the work accomplished during the report period, as well as any problems or delays encountered, and actions taken to remedy them. Each statement shall be certified as true and correct by an officer of the Consultant. Each invoice is due and payable by the City within thirty (30) calendar days following (i) receipt of service, (ii) receipt of an invoice, or (iii) receipt of funding under the Grant from the applicable funding entity, whichever is later. However, the City shall not be obligated to pay the full amount of an invoice if there is a dispute in the bill tendered by the Consultant to the City for payment or in the reimbursement received by the applicable funding entity for the services. The City will not dispute payment of bills in an unreasonable manner. If there is a dispute, the City shall pay only the undisputed amount.
- 6.4 Notwithstanding anything herein to the contrary or that may be construed to the contrary, the City has no funds specifically allocated to performing its obligations hereunder, and the City is under no obligation to expend any funds other than funding it receives under the Grant. As such, the Consultant shall be entitled to receive the amount allowed under the Grant and waives any right to receive payment from the City from any other funding source.

ARTICLE VII.
Product of Services, Copyright

- 7.1 The Consultant and the City mutually agree that reports and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the City. The Consultant shall have the right to retain copies and to utilize the product of its services for marketing purposes, except for any confidential information, as defined in Article XI hereof.
- 7.2 Nothing produced in whole or in part by the Consultant under this Agreement shall be subject to application for copyright by or for the Consultant.
- 7.3 The Consultant hereby grants and conveys an ownership interest to the City in all work products relating to the services required to be performed in this Agreement without additional compensation.

ARTICLE VIII.
Private Interest of Public Officials and Consultant

- 8.1 No employee, agent or member of the City Council of the City shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX.
Certifications of Consultant

- 9.1 The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Furthermore, it has not been paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.2 The Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X.
Changes or Termination

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the Parties hereto, which instrument may include an amendment to this Agreement.
- 10.2 The City may, from time to time, request changes in the scope of work and time of performance for the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

- 10.3 This Agreement, with the exception of the indemnity, release and tail coverage required in Article XIII, may be terminated before the expiration date specified in Article V by any of the following conditions:
- a. Right of either Party to terminate for cause. This Agreement may be terminated by either of the Parties hereto for failure by the other Party to perform in a timely and proper manner its obligation under this Agreement. A signed written notice of such termination shall be delivered to the other Party by registered or certified mail; and such termination shall take effect twenty (20) calendar days after the notice is deposited in the mail, provided that the failure to perform has not been remedied in full prior to the expiration of the twenty-calendar-day period. By such termination, either Party may nullify obligations already incurred for the performances or failure to perform before the termination date.
 - b. Right of the City to terminate for convenience. This Agreement may also be terminated by the City for reasons other than failure by the Consultant to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to Consultant by registered or certified mail, and such termination shall take effect not less than seven (7) calendar days following the date that the notice is deposited in the mail or at 5:00 p.m. on the date the notice is received by the Consultant, whichever is sooner.
- 10.4 Upon receipt of a notice of termination under Section 10.3, the Consultant shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) calendar days after the conditions specified in Sections 10.3 and 10.4 being met or within thirty (30) calendar days after the Consultant submits a statement of the actual services performed and payment requested, or within thirty (30) calendar days after the City's receipt of all data, study products and all other work products required to be tendered to the City, whichever is later, the City shall pay the Consultant costs allowed in this Agreement which are actually incurred, less previous payments. The City will only be obligated to compensate the Consultant in a just and equitable manner for those services actually performed prior to the effective date of termination. Data, study products and all other work product prepared by Consultant under this Agreement shall be delivered to the City within thirty (30) calendar days after the receipt of the notice of termination if terminated by the City or within thirty (30) calendar days after tendering the notice of termination if terminated by the Consultant.
- 10.5 Notwithstanding the provisions of Section 10.3 above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.

ARTICLE XI.

Confidentiality

- 11.1 Any information determined by the City to be confidential pursuant to the Texas Public Information Act that is provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City. Consultant may make such information available to third parties in compliance with an order from a court, the State of Texas, the United States government or applicable funding entity after five (5) calendar days' written notice to the City that the Consultant intends to release the information.

ARTICLE XII.
Inspection of Records

- 12.1 The City, U.S. Treasury Department, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions, and to close out the City's contract. Consultant agrees hereby to maintain all records made in connection with the Agreement for a period of three (3) years after the City makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that the City, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the ARPA State & Local Fiscal Recovery Fund Program.
- 12.2 Any time during normal business hours and as requested by the City, the Consultant shall make available to the City for examination all of its project records with respect to all matters covered by this Agreement and will allow the City to review, examine and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The financial records of the Consultant will be available upon request by the City's representative in a timely manner at City Hall for audit purposes to the City or its authorized representative. In any event, the financial records shall be made available to the City within ten (10) calendar days of the City's request for the same. All copies made by the City pursuant to this Section shall be made at the sole cost and expense of the Consultant.

ARTICLE XIII.
Insurance and Indemnification

- 13.1 Throughout the term of this Agreement, the Consultant, at its own expense, shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the Consultant's services, whether such services be by the Consultant, its agents, representatives, volunteers, employees or subconsultants or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 The Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of the Consultant's insurance and shall not contribute to it. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- 13.3 The insurance coverage herein shall, at a minimum, meet the following requirements:

Commercial General Liability

- General Aggregate: \$2,000,000
- Products & Completed Operations: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Per Occurrence: \$1,000,000
- Coverage shall be broad form CGL

- No coverage shall be excluded from standard policy without notification of individual exclusions being attached for review and acceptance
- Waiver of subrogation required.

Business Automobile Policy

Combined Single Limits: \$1,000,000

- Coverage for "Any Auto"
- Waiver of Subrogation required.

Workers' Compensation Insurance

Statutory Limits

- Employer's Liability \$500,000
- Waiver of Subrogation required.

- 13.4 Prior to any work being performed on the site, the Consultant shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) calendar days' prior written notice has been given to the City via certified mail, return receipt requested.
- 13.5 The Consultant shall also file with the City valid Certificates of Insurance covering all subconsultants.
- 13.6 The following are general requirements applicable to all policies:
- Insurance carrier must have an A.M. Best Rating of A:VII or better.
 - Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - Liability policies must be on occurrence form.
 - The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
 - A waiver of subrogation in favor of the City is required on all policies.
 - 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.
 - Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.
 - All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Consultant. The Consultant shall provide copies of insurance policies required hereunder to the City upon request.

13.7

THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR

INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, ARISING OUT OF, OR IN CONNECTION WITH THE WORK DONE BY THE CONSULTANT UNDER THIS AGREEMENT CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONSULTANT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CONSULTANT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE. 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 THE CITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnity provided hereinabove shall survive the termination and/or expiration of this Agreement.

- 13.8 By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Consultant assumes full responsibility for its work and services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Consultant's work and/or services to be performed hereunder. This release shall apply with respect to the Consultant's work and/or services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

ARTICLE XIV.
Miscellaneous Provisions

- 14.1 Neither the City nor Consultant shall be required to perform any term, condition or covenant of this Agreement while such performance is delayed or interrupted by acts of God, material or labor restrictions by any governmental authority, civil riot, flood, hurricanes or other natural disasters, any other cause not within the control of the City or Consultant that by the exercise of due diligence the City or Consultant is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understandings between City and Consultant concerning the subject matter of this Agreement. Any such delay in performance shall be excused only for the same amount of time as the occurrence giving rise to the delay shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated as determined in the sole reasonable discretion of the City.
- 14.2 Exhibit "A," which includes the scope of work required of the Consultant, and Exhibit "B," which includes required federal funding provisions, are attached hereto and made a part of this Agreement for all intents and purposes.
- 14.3 This Agreement, including the exhibits, constitutes the entire agreement between the City and Consultant and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- 14.4 If one or more of the provisions of this Agreement or the application of any provision to any Party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances shall remain valid and in full force and effect.
- 14.5 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CONSULTANT
GrantWorks Inc.
Attn: President
2201 Northland Drive
Austin, TX 78756

CITY
City of Friendswood
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

- 14.6 The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City thereto.
- 14.7 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Consultant and the City only.

- 14.8 The Parties agree that this Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not authorize this Agreement.
- 14.9 The City and Consultant each bind itself and its successors, executors and administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of the City.
- 14.10 The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement.
- 14.11 Each provision and clause required by law to be inserted into the Agreement shall be deemed to be included herein, and this 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 on application by either Party.
- 14.12 The failure on the part of any Party herein at any time to require the performance by the other Party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that Party's rights to enforce such provision or another provision in the future. Any waiver by any Party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.13 Any and all representations and conditions made by the Consultant and the City under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the City, whether delivered at the time of execution or at a later date, shall constitute representations hereunder.
- 14.14 In the event of default by any Party herein, the other Party shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.15 This Agreement is performed in Galveston County, Texas, and is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.
- 14.16 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment or assistance because of race, color, religion, age, sex or national origin. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an equal opportunity employer.
- 14.17 Two copies of this Agreement may be executed; each shall be deemed an original.
- 14.18 The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 14.19 The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

14.20 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

14.21 The officers executing this Agreement on behalf of the Parties hereby confirm that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS HEREOF, the Parties have executed this Agreement in duplicate originals in Friendswood, Galveston County, Texas.

GRANTWORKS, INC.


BRUCE J. SPITZENDEL, President

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

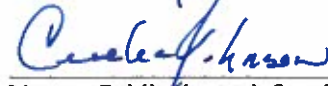
Before me, Cecelia Johnson, the undersigned notary public, on this day personally appeared Bruce Spitzengel, the President of GrantWorks, Inc., on behalf of such corporation

☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

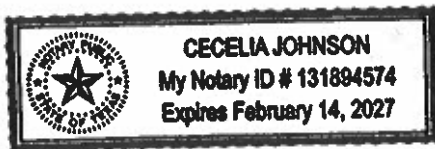
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of February, 2025.



Notary Public in and for the State of Texas

My commission expires: 02/14/2027



CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit A

Scope of Services

I. In General.

The Consultant's scope of work shall include, but not be limited to, the following:

1. Compliance and Monitoring.
 - Ensure compliance with ARPA regulations and federal, state, and local guidelines.
 - Monitor expenditures to confirm eligibility under ARPA guidelines.
 - Review and assist in maintaining documentation to support compliance.
2. Reporting.
 - Collaborate with the City, contractors, and subcontractors to compile and prepare all necessary reports in compliance with federal and state agency requirements.
 - Where permissible, assume responsibility for submitting these reports on behalf of the City to the appropriate federal and state agencies.
 - Provide detailed progress reports to the City, including fund utilization and compliance updates.
3. Payroll Certifications.
 - Perform or assist with payroll certifications related to ARPA-funded projects.
4. Policy Guidance.
 - Provide expert advice on ARPA-related regulations, policies, and best practices.
5. Audit Support.
 - Assist the City with audits or reviews by federal or state entities.
 - Prepare formal audit responses and justifications as needed.
6. Training.
 - Train City staff when deemed necessary on ARPA requirements, documentation standards, and compliance processes.
7. Coordination.
 - Work with other consultants and City departments to ensure cohesive administration of ARPA funds.
 - Coordinate with federal and state agencies to address issues or obtain clarifications.
8. Grant Closeout.
 - Prepare for and manage the closeout process to ensure all required documentation is submitted.
 - Resolve outstanding compliance issues.

II. Work Plan.

The Consultant will ensure that the full depth and breadth of Consultant's resources are available to support each desired and identified task. The Consultant shall assign a project manager to oversee the daily work performed for the City and serve as the Consultant's primary point of contact. The following details the tasks to be performed, the Consultant's personnel assignments, a description of the major deliverables and a proposed timeline for each task, which tasks may occur in tandem and are designed to meet all of the services specified in Article I. The failure of this work plan to specifically reference a service specified in Article I shall not relieve the Consultant from its obligation to perform such service.

Task 1. Discovery.

The goal at this initial stage is to validate or verify the depth of compliance monitoring tasks that the City is requesting assistance with, identify the existence of documentation and compliance processes/procedures, strategize on how the City would like to proceed with completing assigned tasks and identify a reasonable schedule for delivery that meets the City's needs.

During Task 1, the Consultant shall:

- Dive into the City of Friendswood's existing ARPA portfolio to prioritize project urgency;
- Take a holistic approach to dissect, categorize, and classify the City's ARPA projects into the U.S. Department of the Treasury classifications and City priorities;
- Collect and transfer the existing City ARPA documents to a shared cloud document library and the Consultant's project management software (GW20/20) to enable real-time insight between the City and the Consultant;
- After a brief review of the range of City documents, collaborate with the City to characterize scheduling, compliance, and monitoring risks to dedicate ARPA resources toward the riskiest projects; and
- Perform the following management tasks:
 - Collaborate with the City on its preferred communication methods and design communication channels to reflect the uniqueness of its stakeholder network;
 - Review existing City processes, policies, and procedures;
 - Provide expert advice on ARPA-related regulations, policies, procedures, and best practices;
 - Provide a preliminary classification review of the ARPA projects to determine risk levels and identify minimum required documentation reviews;
 - Prioritize and identify specific document review tasks that the City desires to accomplish to enable the City's ARPA program to remedy deficiencies in procurement and ARPA program classifications;
 - For each identified task, establish priority evaluations to characterize goals, milestones, and schedules for specific City projects at risk for audit findings or non-compliance;
 - Consult with the City on ARPA legislative components from HR 1319, Interim Final Rules of 2023, specific Obligation Guidance & Training

- of 2024, and the Final Rule of 2022;
- Provide portfolio best practice examples from the Consultant's clients for the City and the ARPA program management team to strategize on eligibility categories (ECs) and subaward classifications;
- Identify any critical path needs for implementing the City's eligible projects;
- Review the City's current grant management systems by division/department to obtain a holistic background on what may already be in place; and
- Train City staff on ARPA requirements, documentation standards, and compliance processes when necessary; and
- Provide the following deliverables:
 - Document sharing infrastructure and process (e.g., GW20/20);
 - City access to the real-time GW20/20 project management portal;
 - Policies and procedure development based on document and quantitative information transfers;
 - Risk prioritization matrix of City projects to remediate obligations/procurements, policies, procedures, financial statements, contracts, expenditure tracking, and other purchasing documentation as needed; and
 - Frequent communication, training, expectations, and guidance between internal City and stakeholders.

Task 2. Program Evaluation

The Consultant will review the existing City ARPA organization, departments, policies, processes, and procedures to identify how the City ideally should perform ARPA activities and financial management practices.

During Task 2, the Consultant shall:

- Review the City's policies and procedures to identify the existence of ARPA compliant regulations;
- Review the City's procurements to ensure compliance with ARPA;
- identify policies and procedures strengths, weaknesses, opportunities, and threats and make recommendations to modify, augment, and/or simplify ARPA policies and procedures to enable compliant and complementary organizational processes, tools, and roles;
- By observing the inputs and outputs from ARPA activities through the working environment of the City and the Consultant, amend and correct policies and procedures;
- Perform the following management tasks:
 - Evaluate the City's contracts for compliance risks based on City, state, and federal procurement and ARPA obligation requirements;
 - Prepare for forthcoming audits with the given documentation by initiating and preparing the City for Risk Action Plans (RAPs) and mitigation strategies;
 - Review prioritized existing projects on factors including, but not limited to, financial sustainability, reporting, compliance, policy and procedure performance, etc.;
 - Integrate into the existing City program implementation teams;

- Train and interview City staff and stakeholders in their existing compliance environment to evaluate deficiencies in existing compliance policies;
- Accelerate existing ARPA project progress with various contractual, formal, and informal tools; and
- Provide the following deliverables:
 - City-specific Risk Action Plans (RAPs);
 - As-complete-as-possible contracts and purchasing documentation digital library; and
 - Program, policy, and procedure review recommendations, e.g., purchasing, procurement, conflict-of-interest, record retention, etc.

Task 3. Compliance Monitoring.

The Consultant, at the individual obligation and expenditure level, will review implementation steps, documentation, and compliance of City projects to gauge risk and propose mitigation actions based on these evaluations. The Consultant will review and provide review documentation and recommend updates to the City's ARPA, Procurement, Financial Management, Conflict-of-Interest, and Record Retention Policies and Procedures. The Consultant will address any critical path related to specific project implementation, financial management, procurement, or eligibility during this task by accessing additional ARPA resources. The Consultant staff shall ensure that persons assigned to provide services to the City have extensive experience entering mid-stream projects to recommend corrective action or expedite project management paths with project or client histories of turnover.

The Consultant shall review the City's ARPA project portfolio documents collected in the previous task. If the Consultant identifies any deficiencies, such deficiencies shall be corrected as best as possible.

During Task 3, the Consultant shall:

- Provide simple and elegant fixes are available to enforce and strengthen the City's compliance trail;
- Scrutinize individual project documents through the existing policy and procedure governing documents and remediate where appropriate;
- Closely monitor in-progress and future project ARPA documentation at each compliance step and review project procurements, agreements, contracts, and reports before execution, submission, and finalization to the City;
- Perform Desk Audits and Risk Action Plans (RAPs) to enable the City to be better prepared before, during, and after any audit finding to compliantly correct 2 CFR 200, federal, state, and local deficiencies;
- After analyzing existing ARPA programs, Craft financial sustainability, continued funding strategies, and grant applications with input from City and City partners;

- Perform the following management tasks:
 - Ensure compliance with ARPA regulations and federal, state, and local guidelines;
 - Draft ARPA, federal, state, and local compliant policies and procedures, tailored with input from Task 2;
 - Collect and make recommendations to amend contracts and purchase documentation as compliantly as possible to ensure timely progress for ARPA projects managed by the City;
 - Engage in desk audits to ensure ARPA funds follow federal, state, and local compliance measures that regulate project processes through U.S. Treasury Guidance and the ARPA expenditure deadline of December 31, 2026;
 - Develop and execute project-specific Risk Action Plans (RAPs) to bring the City into audit-ready compliance;
 - Remedy noncompliance and/or develop further ARPA compliance mitigation documentation;
 - Monitor City ARPA projects to ensure successful ARPA performance.
 - Communicate continuously with the City and contractors to maintain project schedules;
 - Review and assist in maintaining documentation to support compliance;
 - Monitor expenditures to confirm eligibility under ARPA guidelines;
 - Provide monthly reports on future grant opportunities; identify grant opportunities to pursue and additional in-house steps needed to position for future grant opportunities; and
- perform the following deliverable tasks and provide the associated deliverables:
 - Execution of policies and procedures at the City-level RAPs.
 - A regular schedule of virtual project check-in meetings with City staff and contractors.
 - Development and execution of project-specific RAPs.
 - Ensure meeting minutes, invoice processing, and documentation collection move forward promptly.
 - Conduct several determined desk audits for ARPA projects.

Task 4. U.S. Treasury Reporting.

After reviewing ARPA obligations and collecting documentation on expenditures, the Consultant will work with the City to complete 1st Quarter 2025 ARPA Reporting. This quarter's report will be critical in setting the final project and obligations framework for implementation through 2026. The Consultant will re-evaluate each currently selected project to determine the appropriate expenditure category referenced against the ARPA Final Rule, Interim Rules, and the ARPA Compliance & Reporting Guidelines. The Consultant will assist in reconciling documented expenditures and tracking them in the project file, the City Finance Department, and the U.S. Treasury's ARPA Reporting portal.

During Task 4, the Consultant shall:

- Assist in the development of the City's eligibility, obligation, and expenditure data and transmit the same to the funding agency using U.S. Department of the Treasury Quarterly Project & Expenditure (P&E) Reports;
- Compliantly report the City's ARPA activities to the U.S. Treasury, using appropriate eligibility categories and associated project descriptions ensuring the City's compliance with ARPA/SLFRF regulations and demonstrating that funds are used for eligible purposes;
- Develop quarterly P&E reports to track the City's progress against the obligation and expenditure deadlines for December 31, 2026;
 - If the Consultant identifies inaccuracies in eligibility classifications and supplemental justifications, the City's newest P&E report, under the Consultant's guidance, will be remediated to accurately reflect the City's ARPA activities.
- Starting with the City's Q1 2025 U.S. Treasury P&E Report, verify audit preparation documentation, such as contracts, invoices, and expense reports, and match receipts vs U.S. Treasury Report data submitted previously and currently;
- Perform the following management tasks:
 - Review previously completed ARPA Treasury Quarterly Reports, Revenue Replacement Calculations, Budget Audits, and Single Audits;
 - Assist in U.S. Department of Treasury reports at regularly requested milestones;
 - Gather, review, and remediate existing quarterly City's U.S. Department of Treasury Project & Expenditure Reports based on Eligibility Category (EC) classifications and supplemental data inputs;
 - Collect accurate payroll data, including hours worked, wages earned, benefits accrued, and other relevant compensation details;
 - Provide Prevailing Wage and Davis-Bacon certified payroll, contract, and worksite review and monitoring;
 - Keep detailed records and documentation of payroll certifications, including timesheets, payroll registers, employee contracts, and other relevant paperwork demonstrating compliance with ARPA requirements; and
 - Provide monthly, quarterly, and annual reporting as needed for various future grants; and
- Perform the following deliverable tasks and provide the associated deliverables:
 - U.S. Treasury Quarterly Project and Expenditure (P&E) Reports – 1/25 onward.
 - Single audit and independent financial statements recommendations.
 - Review and Strategy Documentation Reports.

Task 5. Audit Preparation.

The Consultant will complete all project work as agreed upon with City staff. The Consultant will collect and provide an audit-ready City file package through its GW20/20® system, which maintains control and compliance

through project lifecycles. The City will receive formal recognition that all assigned tasks have been completed and will receive a complete archive of ARPA documentation produced or collected by the Consultant. Although closeout occurs after the ARPA program, the Consultant shall establish and maintain robust processes to provide compliance immediately. The Consultant shall perform QA/QC pre-audits throughout the program and project lifecycle will help to minimize risks as they happen and before milestones occur. The Consultant shall use its project management software, GW20/20®, and secure cloud document storage enable audit files to be populated throughout the grant process.

During Task 5, the Consultant shall:

- Provide audit preparation services to show that funds were expended as intended and complied with federal guidelines and to show that any remaining funds are accounted for;
- Identify potential risks and financial mismanagement and address issues proactively to prevent more significant problems later;
- Perform the following management tasks:
 - Prepare for and manage the closeout process to ensure all required documentation is submitted;
 - Assist the City with audits or reviews by federal or state entities.
 - Guide audit-ready documents and checklists – Planning for closeout begins on Day 1;
 - Collect and transfer completed projects/expenditures/purchases for audit-ready compliance;
 - As required, provide technical assistance and expertise with City/federal monitoring/audit reviews;
 - Prepare formal audit responses and justifications as needed;
 - Resolve outstanding compliance issues;
 - Initiate a Transition Plan to transfer all duties/responsibilities/files to City officials;
 - Prepare the City for a Single Audit or equivalent audit support and reporting;
 - Develop final program/project reports, including financial, performance milestones and metrics, and labor monitoring;
 - Complete the closeout process with the U.S. Treasury;
 - Archive program/project files;
 - Set up all grants with a monitoring framework that will ensure compliance and audit readiness from the project beginning; and
- Provide the following deliverables:
 - Audit-ready file documentation for assigned tasks/projects;
 - Program/Project Closeout PDF Reports;
 - Completed Written Justifications, Project Demographics, and Performance Summaries;
 - Quarterly Project and Expenditure (P&E) reports to the U.S. Treasury; and
 - Cloud document library for City records throughout the ARPA program lifecycle.

Exhibit "B"

ARPA REQUIRED PROVISIONS

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	See 2 CFR §200.323 - Procurement of Recovered Materials. Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows. - i In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. - ii Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. - iii The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms. (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.		
>\$10,000	An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.		
None	The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
None	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.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c)	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		as applicable	
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.		
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Certification Regarding Lobbying Form

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000.00 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the award of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
- (2) *If any funds other than Federal appropriated funds have been paid or will be paid to any person for influence or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

GrantWorks, Inc.

Name of Organization

2201 Northland Drive, Austin, Texas 78756

Address of Organization

Bruce J. Spitzengel, President

Name / Title of Submitting Official

02-24-2025

Signature Date

Disclosure of Lobbying Activities

Approved by OMB 03E-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C., 1352
(See next page for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid / offer / application ☐ b. initial award ☐ c. post award		3. Report Type ☒ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier <u>1</u> if known: GrantWorks, inc 2201 Northland Dr. Austin, TX 78756		5. If Reporting in No. 4 Subawardee, Enter Name and Address of Prime: Address of Prime City of Friendswood 910 S Friendswood Dr. Friendswood, TX 77546-4856 Congressional District, if known:			
6. Federal Department / Agency: U.S. Dept of Treasury		7. Federal Program Name / Description: CFDA Number, if applicable <u>21.027</u>			
8. Federal Action Number, if known:		9. Award Amount, if known: \$ <u>10,003,026</u>			
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): NONE		b. Individuals Performing Services (including address if different from No 10a (last name, first name, MI): N/A			
11. Amount of Payment (check all that apply): \$ <u>0.00</u> ☒ actual ☐ planned		13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify _____			
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted for Payment Indicated in Item 11: No lobbyist services were utilized in pursuit of this contract (Attach Continuation Sheets SF-LLL-A if necessary)					
15. Continuation Sheet(s) SF-LLL-A if necessary Yes ☐ no ☒					
16. Information required through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.					
Signature <u>Bruce J. Spitzengel</u>		Print Name <u>Bruce J. Spitzengel</u>			
Title <u>President</u>		Telephone Number: <u>512-420-0303</u> , Ext. 309			
Date <u>02/24/2025</u>					
Federal Use Only:			Authorized for Local Reproduction Standard Form -LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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: March 3, 2025

Date submitted: 02/05/2025

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Jeff Smith to the Construction Board and Adjustment and Appeals to complete an unexpired term effective immediately and ending on June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Board of Adjustment has the authority to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. They are also the board designated to hear and decide appeals for interpretation of the flood ordinance. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

Mr. Jeff Smith is a resident of Friendswood who served over 30 years in the Galveston Fire Department, where he was responsible for the Fire Marshal's Office, which oversees the development and enforcement of municipal fire codes. Mr. Smith has over 42 years as a volunteer for the Friendswood Volunteer Fire Department and has served in various volunteer capacities with other local charitable organizations and city committees.

This item allows the Council to appoint Jeff Smith to complete the unexpired term vacated by Thomas Hinckley. If appointed, Mr. Smith would relinquish his current position as an alternate member and will complete an unexpired term that will begin immediately and end on June 30, 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Smith, Jeff 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, December 13, 2024 4:00:36 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.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Jeff
Volunteer Last Name	Smith
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	na
Work Phone	na
Cell Phone	
Email Address	
Occupation	Retired Fire Chief
Special Interests and Talents	Public safety, Charity cooking, Cole Gordon Helping Hand board member, and current EMT for the Astros.
Are you currently serving as a member of any Friendswood governmental body?	Yes

Please Name the
Government Body

KFB and FVFD (contractor to City)

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

Field not completed.

Community &
Economic
Development
Committee

Field not completed.

Construction Board of
Adjustments &
Appeals

Primary

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

Field not completed.

Library Volunteer

Field not completed.

2 bond cycles with the citizens bond advisory committee, Facility Co-chair with Ron Cox

SPECIAL
COMMITTEES AS
CALLED

(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

Short-Term Projects, Daytime, Evening, Summer

Please use the space
below for additional
comments.

I have been an active volunteer for over 40 years in the CoF. I am proud of our city leadership and am looking for ways to continue to support the community.

(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

[REDACTED]

Sex

Male

How long have you
been a Friendswood
resident?

42

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)?

Retired from the City of Galveston Fire department after 30 years. My last 10 years were at the ranks of Asst. Fire Chief and Fire Chief. I was directly responsible for the Fire Marshal's office during this time and helped develop plans for post-hurricane fire code solutions while working with all city departments, in order for city to reopen to recover ad valorem revenues, as well as get employees back to work using temporary concessions and staff availability outside of standard hours. We worked with businesses and contractors while representing the best interests of the city at the same time.

Please list any civic or
community endeavors
in which you have
been involved

FVFD 42 years
Lighthouse Charity Team past Board of directors member and cook. 35 years under Mr. Daugird and Mr. Gordon
Cole Gordon Helping Hand Foundation Boardmember since Cole's passing
KFB 8+ years
Citizens Bond advisory committee for 2 cycles
Harbor Church 20+ years since they were at the high school.

Several cooking teams that compete and also do charity cooks for families in need.

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 jeffrey Smith

Date 12/13/2024

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 Ron Cox

Address

City Friendswood

State TX

Zip Code 77546

Phone

Email Address *Field not completed.*

(Section Break)

Personal Reference
#2: First Name and
Last Name Brian Mansfield

Address 1600 Whitaker

City	Friendswood
State	TX
Zip Code	77546
Phone	
Email Address	<i>Field not completed.</i>

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: March 3, 2025

Date submitted: 12/02/2024

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

Subject: Consider approving the ad valorem tax report for January 2025.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for January 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Galco Tax Jan 2025



Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston

722 Moody Avenue, Galveston Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@galvestoncountytx.gov

February 6, 2025



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 January, 2025 is true and correct.

Under my hand and seal this 6th day of February, 2025.



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

Galveston County MUD No. 35
Galveston County MUD No. 82

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

02/04/2025 11:44:29 4752402
TC298-D DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2025 THRU 01/31/2025
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.404140	7,283,300.42	.00	.00	.00	7,283,300.42	.00	.00	.00	7,283,300.42
	I & S	.110032	1,982,966.97	.00	.00	.00	1,982,966.97	.00	.00	.00	1,982,966.97
	TOTAL	.514172	9,266,267.39	.00	.00	.00	9,266,267.39	.00	.00	.00	9,266,267.39
2023	M & O	.379450	30,612.21	.00	6,990.25	.00	37,602.46	9,346.92	.00	.00	46,949.38
	I & S	.121278	9,784.14	.00	2,234.18	.00	12,018.32	.00	.00	.00	12,018.32
	TOTAL	.500728	40,396.35	.00	9,224.43	.00	49,620.78	9,346.92	.00	.00	58,967.70
2022	M & O	.388560	2,094.35	.00	653.94	.00	2,748.29	516.94	.00	.00	3,265.23
	I & S	.098754	532.30	.00	166.24	.00	698.54	.00	.00	.00	698.54
	TOTAL	.487314	2,626.65	.00	820.18	.00	3,446.83	516.94	.00	.00	3,963.77
2021	M & O	.385147	829.49	.00	263.20	.00	1,092.69	143.76	.00	.00	1,236.45
	I & S	.102167	220.05	.00	69.82	.00	289.87	.00	.00	.00	289.87
	TOTAL	.487314	1,049.54	.00	333.02	.00	1,382.56	143.76	.00	.00	1,526.32
2020	M & O	.392153	340.22	.00	172.48	.00	512.70	105.96	.00	.00	618.66
	I & S	.095161	82.54	.00	41.85	.00	124.39	.00	.00	.00	124.39
	TOTAL	.487314	422.76	.00	214.33	.00	637.09	105.96	.00	.00	743.05
2019	M & O	.432160	328.60	.00	143.99	.00	472.59	98.60	.00	.00	571.19
	I & S	.089279	67.88	.00	29.74	.00	97.62	.00	.00	.00	97.62
	TOTAL	.521439	396.48	.00	173.73	.00	570.21	98.60	.00	.00	668.81
2018	M & O	.437173	199.41	.00	95.81	.00	295.22	62.71	.00	.00	357.93
	I & S	.095218	43.44	.00	20.87	.00	64.31	.00	.00	.00	64.31
	TOTAL	.532391	242.85	.00	116.68	.00	359.53	62.71	.00	.00	422.24
2017	M & O	.432349	5.36	.00	.00	.00	5.36	.00	.00	.00	5.36
	I & S	.095000	1.18	.00	.00	.00	1.18	.00	.00	.00	1.18
	TOTAL	.527349	6.54	.00	.00	.00	6.54	.00	.00	.00	6.54
2016	M & O	.462000	52.66	.00	51.89	.00	104.55	23.62	.00	.00	128.17
	I & S	.084000	9.58	.00	9.43	.00	19.01	.00	.00	.00	19.01
	TOTAL	.546000	62.24	.00	61.32	.00	123.56	23.62	.00	.00	147.18
ALL	M & O	7,317,762.72		.00	8,371.56	.00	7,326,134.28	10,298.51	.00	.00	7,336,432.79
	I & S	1,993,708.08		.00	2,572.13	.00	1,996,280.21	.00	.00	.00	1,996,280.21
	TOTAL	9,311,470.80		.00	10,943.69	.00	9,322,414.49	10,298.51	.00	.00	9,332,713.00
DUQ	M & O	34,462.30		.00	8,371.56	.00	42,833.86	10,298.51	.00	.00	53,132.37
	I & S	10,741.11		.00	2,572.13	.00	13,313.24	.00	.00	.00	13,313.24
	TOTAL	45,203.41		.00	10,943.69	.00	56,147.10	10,298.51	.00	.00	66,445.61

02/04/2025 11:44:29 4752402
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2025 THRU 01/31/2025
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
INCLUDES AG ROLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			7,283,300.42	.00	.00	.00	7,283,300.42	.00	.00	.00	7,283,300.42
CURR I & S			1,982,966.97	.00	.00	.00	1,982,966.97	.00	.00	.00	1,982,966.97
CURR TOTAL			9,266,267.39	.00	.00	.00	9,266,267.39	.00	.00	.00	9,266,267.39

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021 RF250115	203305	202201	61.85-	0.00	0.00	0.00 21S2	61.85	0.00 RF
2021 RF250115	203305	202201	0.00	0.00	0.00	0.00 21S2	61.85-	61.85-RF
2021 TOTAL			61.85-	0.00	0.00	0.00	0.00	61.85-
2022 RF250115	167893	202304	126.26-	0.00	13.89-	21.02-22S222TX066	161.17	0.00 RF
2022 RF250115	167893	202304	0.00	0.00	0.00	0.00 22S222TX066	161.17-	161.17-RF
2022 RF250114	203305	202212	0.00	0.00	0.00	0.00 22S2	546.96-	546.96-RF
2022 RF250114	203305	202212	546.96-	0.00	0.00	0.00 22S2	546.96	0.00 RF
2022 RF250115	219171	202301	0.00	0.00	0.00	0.00 22S2	121.83-	121.83-RF
2022 RF250115	219171	202301	121.83-	0.00	0.00	0.00 22S2	121.83	0.00 RF
2022 RF250115	743503	202301	30.46-	0.00	0.00	0.00 22S2	30.46	0.00 RF
2022 RF250115	743503	202301	0.00	0.00	0.00	0.00 22S2	30.46-	30.46-RF
2022 TOTAL			825.51-	0.00	13.89-	21.02-	0.00	860.42-
2023 RF250115	219067	202401	101.87-	0.00	0.00	0.00 23S1	101.87	0.00 RF
2023 RF250115	219067	202401	0.00	0.00	0.00	0.00 23S1	101.87-	101.87-RF
2023 RF250115	219171	202312	0.00	0.00	0.00	0.00 23S1	230.55-	230.55-RF
2023 RF250115	219171	202312	230.55-	0.00	0.00	0.00 23S1	230.55	0.00 RF
2023 RF250115	733950	202401	0.00	0.00	0.00	0.00 23S1	275.70-	275.70-RF
2023 RF250115	733950	202401	275.70-	0.00	0.00	0.00 23S1	275.70	0.00 RF
2023 RF250115	743503	202401	126.53-	0.00	0.00	0.00 23S1	126.53	0.00 RF
2023 RF250115	743503	202401	0.00	0.00	0.00	0.00 23S1	126.53-	126.53-RF
2023 TOTAL			734.65-	0.00	0.00	0.00	0.00	734.65-
2024 RF250110	10127700000001	202501	233.60-	0.00	0.00	0.00 24HC	233.60	0.00 RF
2024 RF250110	10127700000001	202501	0.00	0.00	0.00	0.00 24HC	233.60-	233.60-RF
2024 RF250102	10127800000003	202411	100.00-	0.00	0.00	0.00 HK02	100.00	0.00 RF
2024 RF250102	10127800000003	202411	0.00	0.00	0.00	0.00 HK02	100.00-	100.00-RF
2024 RF250102	10127800000003	202412	0.00	0.00	0.00	0.00 HK02	100.00-	100.00-RF
2024 RF250102	10127800000003	202412	100.00-	0.00	0.00	0.00 HK02	100.00	0.00 RF
2024 RF250117	10223400000002	202409	7.58-	0.00	0.00	0.00 24HC	7.58	0.00 RF
2024 RF250117	10223400000002	202409	0.00	0.00	0.00	0.00 24HC	7.58-	7.58-RF
2024 RF250117	10223400000002	202501	153.20-	0.00	0.00	0.00 24HC	153.20	0.00 RF
2024 RF250117	10223400000002	202501	0.00	0.00	0.00	0.00 24HC	153.20-	153.20-RF
2024 719010825CHC	1043990010060	202412	611.00-	0.00	0.00	0.00 24HC	0.00	611.00-TR
2024 864011425CHC	1043990010128	202501	723.58-	0.00	0.00	0.00 24HC	0.00	723.58-TR
2024 RF250102	10501100000003	202411	390.56-	0.00	0.00	0.00 24HC	390.56	0.00 RF
2024 RF250102	10501100000003	202411	0.00	0.00	0.00	0.00 24HC	390.56-	390.56-RF
2024 RF250102	10501300000017	202412	0.00	0.00	0.00	0.00 24HC	500.00-	500.00-RF

02/04/2025 11:38:28
TC298-M SELECTION: DEPOSIT

4752402

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 01/01/2025 THRU 01/31/2025
JURISDICTION: 337 FRIENDWD CITY

PAGE: 351
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024	RF250102	1050130000017	202412	500.00-	0.00	0.00	0.00 24HC	500.00	0.00 RF
2024	RF250102	1063160000023	202412	0.00	0.00	0.00	0.00 24HC	278.00-	278.00-RF
2024	RF250102	1063160000023	202412	278.00-	0.00	0.00	0.00 24HC	278.00	0.00 RF
2024	RF250117	1063180000010	202501	89.00-	0.00	0.00	0.00 24HC	89.00	0.00 RF
2024	RF250117	1063180000010	202501	0.00	0.00	0.00	0.00 24HC	89.00-	89.00-RF
2024	RF250102	1063230000002	202411	0.00	0.00	0.00	0.00 HK03	282.44-	282.44-RF
2024	RF250102	1063230000002	202411	282.44-	0.00	0.00	0.00 HK03	282.44	0.00 RF
2024	RF250102	1063230000002	202411	240.58-	0.00	0.00	0.00 24HC	240.58	0.00 RF
2024	RF250127	1084720000035	202501	0.00	0.00	0.00	0.00 24HC	240.58-	240.58-RF
2024	RF250127	1084720000035	202501	0.00	0.00	0.00	0.00 HS03	240.58	0.00 RF
2024	RF250102	1084720000066	202412	1,200.73-	0.00	0.00	0.00 HS03	1,200.73-	1,200.73-RF
2024	RF250102	1084750000008	202411	0.00	0.00	0.00	0.00 24HC	500.00-	500.00-RF
2024	RF250102	1084750000008	202411	500.00-	0.00	0.00	0.00 24HC	500.00	0.00 RF
2024	RF250102	1209130010009	202412	512.69-	0.00	0.00	0.00 24HC	512.69	0.00 RF
2024	RF250102	1209130010009	202412	0.00	0.00	0.00	0.00 24HC	512.69-	512.69-RF
2024	864010825CHC	1277950080003	202412	2,708.66-	0.00	0.00	0.00 24HC	2,708.66	0.00 RF
2024	RF250114	1277950080003	202501	2,681.66-	0.00	0.00	0.00 24HC	2,681.66	0.00 RF
2024	RF250114	1277950080003	202501	0.00	0.00	0.00	0.00 24HC	2,681.66-	2,681.66-RF
2024	RF250102	1277950090001	202302	0.00	0.00	0.00	0.00 24HC	934.13-	934.13-RF
2024	RF250102	1277950090001	202302	0.00	0.00	0.00	0.00 24HC	934.13	0.00 RF
2024	957153012725	168024	202302	934.13-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2024	RF250114	168072	202501	821.85-	0.00	0.00	0.00 CERT	821.85-RF	821.85-RF
2024	RF250114	168072	202501	0.00	0.00	0.00	0.00 CERT	617.65-	617.65-RF
2024	RF250131	168113	202501	617.65-	0.00	0.00	0.00 CERT	617.65	0.00 RF
2024	RF250131	168113	202501	0.00	0.00	0.00	0.00 CERT19TX063	303.29-	303.29-RF
2024	RF250129	168191	202501	303.29-	0.00	0.00	0.00 CERT19TX063	303.29	0.00 RF
2024	RF250129	168191	202501	0.00	0.00	0.00	0.00 2450	408.00-	408.00-RF
2024	RF250131	168256	202501	408.00-	0.00	0.00	0.00 2450	408.00	0.00 RF
2024	RF250131	168256	202501	281.12-	0.00	0.00	0.00 CERT	281.12-	281.12-RF
2024	RF250102	168390	202412	0.00	0.00	0.00	0.00 CERT	3,599.21-	3,599.21-RF
2024	RF250102	168390	202412	3,599.21-	0.00	0.00	0.00 CERT	3,599.21	0.00 RF
2024	RF250102	168404	202307	0.00	0.00	0.00	0.00 CERT	24.26-	24.26-RF
2024	RF250102	168404	202310	31.67-	0.00	0.00	0.00 CERT	31.67	0.00 RF
2024	RF250102	168404	202310	0.00	0.00	0.00	0.00 CERT	31.67-RF	31.67-RF
2024	RF250102	168404	202401	0.00	0.00	0.00	0.00 CERT	24.27	0.00 RF
2024	RF250102	168404	202401	24.27-	0.00	0.00	0.00 CERT	24.27	0.00 RF
2024	RF250102	168404	202403	0.00	0.00	0.00	0.00 CERT	24.27-	24.27-RF
2024	RF250102	168404	202412	24.27-	0.00	0.00	0.00 CERT	24.27	0.00 RF
2024	RF250102	168404	202412	40.00-	0.00	0.00	0.00 CERT	40.00	0.00 RF
2024	RF250102	168404	202412	0.00	0.00	0.00	0.00 CERT	40.00-	40.00-RF
2024	RF250102	168404	202412	0.00	0.00	0.00	0.00 CERT	299.39	0.00 RF
2024	RF250102	168404	202412	299.39-	0.00	0.00	0.00 CERT	299.39-	299.39-RF
2024	RF250102	168404	202412	0.00	0.00	0.00	0.00 CERT	24.26	0.00 RF
2024	RF250102	168404	202403	24.26-	0.00	0.00	0.00 CERT	24.26	0.00 RF
2024	RF250128	168565	202501	0.00	0.00	0.00	0.00 CERT	95.08-	95.08-RF
2024	RF250128	168565	202501	95.08-	0.00	0.00	0.00 CERT	95.08	0.00 RF

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TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
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YEAR	DEPOSIT	ACCOUNT NUMBER	LEVY YR/MO	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024	864010925CHC	168568	202501	0.00	0.00	0.00 CERT	0.00	300.70-TR
2024	RF250109	168610	202501	0.00	0.00	0.00 CERT	198.81-	198.81-RF
2024	RF250109	168610	202501	0.00	0.00	0.00 CERT	198.81-	0.00 RF
2024	RF250117	169074	202501	0.00	0.00	0.00 CERT	84.07	0.00 RF
2024	RF250117	169074	202501	0.00	0.00	0.00 CERT	84.07-	84.07-RF
2024	RF250117	169074	202501	0.00	0.00	0.00 CERT	245.48	0.00 RF
2024	RF250117	169074	202501	0.00	0.00	0.00 CERT	245.48-	245.48-RF
2024	719010825CHC	200318	202412	0.00	0.00	0.00 CERT	0.00	1,444.95-TR
2024	RF250131	200396	202501	0.00	0.00	0.00 CERT	159.16-	159.16-RF
2024	RF250131	200396	202501	0.00	0.00	0.00 CERT	159.16	0.00 RF
2024	RF250117	200524	202501	0.00	0.00	0.00 CERT	568.94-	568.94-RF
2024	RF250117	200524	202501	0.00	0.00	0.00 CERT	568.94	0.00 RF
2024	RF250117	200524	202407	0.00	0.00	0.00 CERT	2.81-	2.81-RF
2024	RF250117	200524	202407	0.00	0.00	0.00 CERT	2.81	0.00 RF
2024	RF250102	200745	202412	0.00	0.00	0.00 2450	1,184.76	0.00 RF
2024	RF250102	200745	202412	0.00	0.00	0.00 2450	1,184.76-	1,184.76-RF
2024	719012825PHC	200783	202501	0.00	0.00	0.00 CERT	0.00	1,790.50-TR
2024	719012825PHC	200785	202501	0.00	0.00	0.00 CERT	0.00	1,891.69-TR
2024	719012825PHC	200790	202501	0.00	0.00	0.00 CERT	0.00	1,535.78-TR
2024	864010925CHC	200856	202412	0.00	0.00	0.00 CERT	0.00	1,463.39-TR
2024	864011325PHC	200920	202412	0.00	0.00	0.00 CERT	0.00	1,108.29-RI
2024	864010925CHC	201228	202412	0.00	0.00	0.00 2450	0.00	3,115.27-TR
2024	RF250108	202353	202412	0.00	0.00	0.00 CERT	1,109.62	0.00 RF
2024	RF250108	202353	202412	0.00	0.00	0.00 CERT	1,109.62-	1,109.62-RF
2024	RF250102	202765	202412	0.00	0.00	0.00 2456	844.74	0.00 RF
2024	RF250102	202765	202412	0.00	0.00	0.00 2456	844.74-	844.74-RF
2024	864011325PHC	202877	202412	0.00	0.00	0.00 CERT	0.00	924.82-RI
2024	RF250102	203262	202412	0.00	0.00	0.00 2450	675.83	0.00 RF
2024	RF250127	203281	202501	0.00	0.00	0.00 CERT	1,156.39-	1,156.39-RF
2024	RF250115	203305	202412	0.00	0.00	0.00 2450	300.75-	300.75-RF
2024	RF250115	203305	202412	0.00	0.00	0.00 2450	300.75	0.00 RF
2024	864012725CHC	218919	202501	0.00	0.00	0.00 CERT	0.00	1,270.21-TR
2024	719012825PHC	218991	202501	0.00	0.00	0.00 CERT	0.00	1,429.76-TR
2024	RF250115	219171	202501	0.00	0.00	0.00 2450	352.72-	352.72-RF
2024	RF250115	219171	202501	0.00	0.00	0.00 2450	352.72	0.00 RF
2024	RF250130	219205	202501	0.00	0.00	0.00 CERT	303.29-	303.29-RF
2024	RF250130	219205	202501	0.00	0.00	0.00 CERT	303.29	0.00 RF
2024	RF250131	219237	202501	0.00	0.00	0.00 CERT	109.44	0.00 RF
2024	RF250131	219237	202501	0.00	0.00	0.00 CERT	109.44	0.00 RF
2024	RF250102	219274	202411	0.00	0.00	0.00 CERT	131.57-	131.57-RF
2024	RF250102	219274	202411	0.00	0.00	0.00 CERT	131.57	0.00 RF
2024	719012825PHC	219279	202501	0.00	0.00	0.00 CERT	0.00	1,417.11-TR
2024	RF250128	219347	202501	0.00	0.00	0.00 CERT	624.40	0.00 RF

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024	RF250128	219347	202501	0.00	0.00	0.00	0.00 CERT	624.40-	624.40-RF
2024	719012825PHC	231898	202501	3,747.72-	0.00	0.00	0.00 CERT	0.00	3,747.72-TR
2024	864010925CHC	233463	202501	5,192.60-	0.00	0.00	0.00 24S02TX066	0.00	5,192.60-TR
2024	RF250102	233564	202412	0.00	0.00	0.00	0.00 CERT	1,819.71-	1,819.71-RF
2024	RF250102	233564	202412	1,819.71-	0.00	0.00	0.00 CERT	1,819.71	0.00 RF
2024	864011525CHC	299093	202501	1,181.80-	0.00	0.00	0.00 CERT	0.00	1,181.80-TR
2024	RF250102	299103	202412	0.00	0.00	0.00	0.00 24S0	1,629.20-	1,629.20-RF
2024	RF250102	299103	202412	1,629.20-	0.00	0.00	0.00 24S0	1,629.20	0.00 RF
2024	RF250103	302748	202412	44.99-	0.00	0.00	0.00 CERT	44.99-	0.00 RF
2024	RF250103	302748	202412	0.00	0.00	0.00	0.00 CERT	44.99-	44.99-RF
2024	864010925CHC	305213	202501	246.37-	0.00	0.00	0.00 CERT16TX048	0.00	246.37-TR
2024	957160010725	306720	202501	2,072.03-	0.00	0.00	0.00 CERT	0.00	2,072.03-TR
2024	719010825CHC	306761	202412	796.04-	0.00	0.00	0.00 CERT	0.00	796.04-TR
2024	719012325CHC	308645	202501	898.90-	0.00	0.00	0.00 CERT	0.00	898.90-TR
2024	RF250106	310776	202412	0.00	0.00	0.00	0.00 CERT	0.00	3,243.24-RF
2024	RF250106	310776	202412	3,243.24-	0.00	0.00	0.00 CERT	3,243.24	0.00 RF
2024	719012825PHC	387546	202501	2,516.93-	0.00	0.00	0.00 CERT	0.00	2,516.93-TR
2024	RF250114	387586	202501	0.00	0.00	0.00	0.00 CERT	1,655.13-	1,655.13-RF
2024	RF250114	387586	202501	1,655.13-	0.00	0.00	0.00 CERT	1,655.13	0.00 RF
2024	RF250103	388670	202412	909.85-	0.00	0.00	0.00 CERT	909.85-	0.00 RF
2024	RF250103	388670	202412	0.00	0.00	0.00	0.00 CERT	909.85-	909.85-RF
2024	RF250117	394232	202407	3.67-	0.00	0.00	0.00 CERT	3.67	0.00 RF
2024	RF250117	394232	202407	0.00	0.00	0.00	0.00 CERT	3.67-	3.67-RF
2024	RF250117	394232	202501	727.82-	0.00	0.00	0.00 CERT	727.82	0.00 RF
2024	RF250117	394232	202501	0.00	0.00	0.00	0.00 CERT	727.82-	727.82-RF
2024	RF250131	394281	202501	0.00	0.00	0.00	0.00 CERT	372.96-	372.96-RF
2024	RF250131	394281	202501	372.96-	0.00	0.00	0.00 CERT	372.96	0.00 RF
2024	864012825CHC	397754	202501	382.80-	0.00	0.00	0.00 CERT	0.00	382.80-TR
2024	864010925CHC	398667	202501	1,306.69-	0.00	0.00	0.00 24S0	0.00	1,306.69-TR
2024	RF250127	400936	202501	0.00	0.00	0.00	0.00 CERT	3,087.10-	3,087.10-RF
2024	RF250127	400936	202501	3,087.10-	0.00	0.00	0.00 CERT	3,087.10	0.00 RF
2024	RF250130	401016	202501	0.00	0.00	0.00	0.00 CERT	380.26-	380.26-RF
2024	RF250130	401016	202501	380.26-	0.00	0.00	0.00 CERT	380.26	0.00 RF
2024	RF250130	401016	202501	0.00	0.00	0.00	0.00 CERT	31.99-	31.99-RF
2024	RF250130	401016	202411	0.00	0.00	0.00	0.00 CERT	31.99	0.00 RF
2024	957160010725	401016	202501	31.99-	0.00	0.00	0.00 CERT	0.00	1,262.15-TR
2024	RF250108	412804	202412	1,262.15-	0.00	0.00	0.00 CERT	1,262.15	0.00 RF
2024	RF250108	412804	202412	1,262.15-	0.00	0.00	0.00 CERT	1,262.15-	1,262.15-RF
2024	864010925CHC	413005	202501	0.00	0.00	0.00	0.00 CERT	0.00	2,109.09-TR
2024	RF250103	413009	202412	0.00	0.00	0.00	0.00 CERT	503.72-	503.72-RF
2024	RF250103	413009	202412	503.72-	0.00	0.00	0.00 CERT	503.72	0.00 RF
2024	RF250106	414477	202412	0.00	0.00	0.00	0.00 CERT	1,142.68-	1,142.68-RF
2024	RF250106	414477	202412	1,142.68-	0.00	0.00	0.00 CERT	1,142.68	0.00 RF
2024	RF250130	414793	202501	118.64-	0.00	0.00	0.00 CERT	118.64	0.00 RF
2024	RF250130	414793	202501	0.00	0.00	0.00	0.00 CERT	118.64-	118.64-RF

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TAX COLLECTION SYSTEM
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TAX COLLECTION SYSTEM
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REVERSALS DETAIL SCHEDULE
FROM: 01/01/2025 THRU 01/31/2025
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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024 RF250114	613549	202501	0.00	0.00	0.00	0.00 CERT	1,145.93-	1,145.93-RF
2024 RF250130	742382	202501	0.00	0.00	0.00	0.00 CERT	860.88-	860.88-RF
2024 RF250130	742382	202501	860.88-	0.00	0.00	0.00 CERT	860.88	0.00 RF
2024 RF250102	742744	202308	0.00	0.00	0.00	0.00 CERT	15.78-	15.78-RF
2024 RF250102	742744	202308	15.78-	0.00	0.00	0.00 CERT	15.78	0.00 RF
2024 103977010625	745738	202501	42.68-	0.00	0.00	0.00 CERT	0.00	42.68-TR
2024 RF250115	747779	202412	25.61-	0.00	0.00	0.00 24S0	25.61	0.00 RF
2024 RF250115	747779	202412	0.00	0.00	0.00	0.00 24S0	25.61-	25.61-RF
2024 RF250102	H2282636	202401	11.60-	0.00	0.00	0.00 HS01	11.60	0.00 RF
2024 RF250102	H2282636	202401	0.00	0.00	0.00	0.00 HS01	11.60-	11.60-RF
2024 TOTAL			108,259.55-	0.00	0.00	0.00	0.00	108,259.55-

YEAR 2021
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

61.85-
0.00
0.00
0.00
61.85-

0.00
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00

61.85-
0.00
0.00
0.00
61.85-

YEAR 2022
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

825.51-
0.00
0.00
0.00
825.51-

0.00
0.00
0.00
0.00
0.00

13.89-
0.00
0.00
0.00
13.89-

21.02-
0.00
0.00
0.00
21.02-

860.42-
0.00
0.00
0.00
860.42-

YEAR 2023
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

734.65-
0.00
0.00
0.00
734.65-

0.00
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00

734.65-
0.00
0.00
0.00
734.65-

YEAR 2024
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

47,246.82-
4,359.06-
56,653.67-
108,259.55-
47,246.82-

0.00
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00

0.00
0.00
0.00
0.00
0.00

47,246.82-
4,359.06-
56,653.67-
108,259.55-
47,246.82-

ALL YEARS
REFUNDS
RETURNED ITEMS
TRANSFERS/REVERSALS
TOTAL

48,868.83-
4,359.06-
56,653.67-
109,881.56-
48,868.83-

0.00
0.00
0.00
0.00
0.00

13.89-
0.00
0.00
13.89-
13.89-

21.02-
0.00
0.00
21.02-
21.02-

48,903.74-
4,359.06-
56,653.67-
109,916.47-
48,903.74-

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4752402

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 01/01/2025 THRU 01/31/2025
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2016 TOTAL			62.24	0.00	61.32	23.62	0.00	147.18
2017 TOTAL			6.54	0.00	0.00	0.00	0.00	6.54
2018 TOTAL			242.85	0.00	116.68	62.71	0.00	422.24
2019 TOTAL			396.48	0.00	173.73	98.60	0.00	668.81
2020 TOTAL			422.76	0.00	214.33	105.96	0.00	743.05
2021 TOTAL			1,111.39	0.00	333.02	143.76	0.00	1,588.17
2022 TOTAL			3,452.16	0.00	834.07	537.96	0.00	4,824.19
2023 TOTAL			41,131.00	0.00	9,224.43	9,346.92	0.00	59,702.35
2024 TOTAL			9,374,526.94	0.00	0.00	0.00	0.00	9,374,526.94
TOTAL PAYMENTS			9,421,352.36	0.00	10,957.58	10,319.53	0.00	9,442,629.47
2021 TOTAL			61.85-	0.00	0.00	0.00	0.00	61.85-
2022 TOTAL			825.51-	0.00	13.89-	21.02-	0.00	860.42-
2023 TOTAL			734.65-	0.00	0.00	0.00	0.00	734.65-
2024 TOTAL			108,259.55-	0.00	0.00	0.00	0.00	108,259.55-
TOTAL REVERSALS			109,881.56-	0.00	13.89-	21.02-	0.00	109,916.47-
TOTAL FOR UNIT			9,311,470.80	0.00	10,943.69	10,298.51	0.00	9,332,713.00

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	
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CURRENT YEAR	5,617,453,464	246,773,997	5,864,227,461	0	00.514172	27,982,477.78	14,352				
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2024	26,749,105.58	1,233,372.20	1,233,372.20	23,529,136.59	23,529,136.59	4,453,341.19	84.09	0.00
2023	305,039.31	131,502.86-	131,502.86-	63,615.90	63,615.90	109,920.55	36.66	0.00
2022	55,054.51	28,410.77-	28,410.77-	16,331.58-	16,331.58-	42,975.32	61.30-	0.00
2021	31,053.08	39.59-	39.59-	1,767.21	1,767.21	29,246.28	5.70	0.00
2020	21,493.73	324.39-	324.39-	535.16	535.16	20,634.18	2.53	0.00
2019	16,049.82	68.26-	68.26-	397.54	397.54	15,584.02	2.49	0.00
2018	12,965.90	.00	0.00	303.38	303.38	12,662.52	2.34	0.00
2017	11,756.98	.00	0.00	12.80	12.80	11,744.18	.11	0.00
2016	10,139.74	.00	0.00	62.24	62.24	10,137.50	.61	0.00
2015	9,922.71	.00	0.00	0.00	0.00	9,922.71	.21	0.00
2014	11,057.05	.00	0.00	22.89	22.89	11,034.16	0.00	0.00
2013	6,629.71	.00	0.00	0.00	0.00	6,629.71	0.00	0.00
2012	5,780.38	.00	0.00	0.00	0.00	5,780.38	0.00	0.00
2011	5,873.46	.00	0.00	0.00	0.00	5,873.46	0.00	0.00
2010	3,597.62	.00	0.00	0.00	0.00	3,597.62	0.00	0.00
2009	5,155.54	.00	0.00	0.00	0.00	5,155.54	0.00	0.00
2008	4,279.59	.00	0.00	0.00	0.00	4,279.59	0.00	0.00
2007	1,319.37	.00	0.00	0.00	0.00	1,319.37	0.00	0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90	0.00	0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61	0.00	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	1,034.56	.00	0.00	0.00	0.00	1,034.56	0.00	0.00
****	27,271,617.62	1,073,026.33	1,073,026.33	23,579,522.13	23,579,522.13	4,765,121.82	0.00	0.00
CURR	26,749,105.58	1,233,372.20	1,233,372.20	23,529,136.59	23,529,136.59	4,453,341.19	0.00	0.00
DELT	522,512.04	160,345.87-	160,345.87-	50,385.54	50,385.54	311,780.63	0.00	0.00

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2025
LAND VALUE	7,686,327,908	7,686,327,908	95,077,906	7,731,550-	87,346,356	7,773,674,264
AG EXCLUSION	36,196,207	36,196,207	17,486,544	4,640,280-	12,846,264	49,042,471
IMPROVEMENTS	1,020,792,976	1,020,792,976	261,666,535	20,122,651-	241,543,884	1,262,336,860
APPRAISED VALUE	7,686,327,908	7,686,327,908	356,744,441	27,854,201-	328,890,240	8,015,218,148
EXEMPTIONS	2,032,678,237	2,032,678,237	82,189,076	4,567,447	82,116,243	2,114,794,480
TAXABLE VALUE	5,617,453,464	5,617,453,464	274,555,365	27,781,368-	246,773,997	5,864,227,461
LEVY	26,749,105.58	26,749,105.58	1,651,017.85	417,645.65-	1,233,372.20	27,982,477.78
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	362	121	486	11,152
OVER 65	3,772	3,772	81	39	120	3,892
DISABLED	190	190	3	1	4	194
VETERAN	268	268	15	2	19	287
TOTAL EXEMPT	86	86	0	0	0	86

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 226
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2025
LAND VALUE	7,378,007,830	7,378,007,830	0	552,172-	552,172-	7,377,455,658
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	104,891	19,627,116-	19,522,225-	923,457,993
APPRAISED VALUE	7,378,007,830	7,378,007,830	104,891	20,179,288-	20,074,397-	7,357,933,433
EXEMPTIONS	2,071,397,163	2,071,397,163	0	6,574,897	6,574,897	2,077,972,060
TAXABLE VALUE	5,274,185,590	5,274,185,590	104,891	26,754,185-	26,649,294-	5,247,536,296
LEVY	305,039.31	305,039.31	577.74	132,080.60-	131,502.86-	173,536.45
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	62	62	10,489
OVER 65	3,603	3,603	0	10	10	3,613
DISABLED	178	178	0	2	2	180
VETERAN	259	259	0	3	3	262
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 227
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2025
LAND VALUE	6,593,325,295	6,593,325,295	0	118,992-	118,992-	6,593,206,303
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	157,678	3,638,319-	3,480,641-	870,294,456
APPRAISED VALUE	6,593,325,295	6,593,325,295	157,678	3,757,311-	3,599,633-	6,589,725,662
EXEMPTIONS	1,782,152,718	1,782,152,718	0	2,376,023	2,376,023	1,784,528,741
TAXABLE VALUE	4,778,686,394	4,778,686,394	157,678	6,133,334-	5,975,656-	4,772,710,738
LEVY	55,054.51	55,054.51	845.23	29,256.00-	28,410.77-	26,643.74
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	34	34	10,629
OVER 65	3,475	3,475	0	4	4	3,479
DISABLED	180	180	0	1	1	181
VETERAN	253	253	0	1	1	254
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 01/31/2025
LAND VALUE	5,827,810,207	5,827,810,207	0	118,992-	118,992-	5,827,691,215
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	169,202-	169,202-	5,827,641,005
EXEMPTIONS	1,579,451,702	1,579,451,702	0	30,459-	30,459-	1,579,421,243
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	138,743-	138,743-	4,214,528,449
LEVY	31,053.08	31,053.08	.00	39.59-	39.59-	31,013.49
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	1	1	10,299
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

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 229
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2025
LAND VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	0	0	706,413,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
EXEMPTIONS	1,218,139,975	1,218,139,975	0	52,425-	52,425-	1,218,087,550
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	66,567-	66,567-	3,797,730,402
LEVY	21,493.73	21,493.73	.00	324.39-	324.39-	21,169.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1	1	10,221
OVER 65	3,163	3,163	0	0	0	3,163
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2025
LAND VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
EXEMPTIONS	1,018,439,121	1,018,439,121	0	105,902-	105,902-	1,018,333,219
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	13,090-	13,090-	3,494,301,920
LEVY	16,049.82	16,049.82	.00	68.26-	68.26-	15,981.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 01/01/2025 thru 01/31/2025 as of 02/05/2025

Batch Seq
4754501

Report run on: February 5, 2025 11:17 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 90168	Print Date:02/04/2025						
	Current	1,161,084.58	316,119.34	0.00	0.00	0.00	1,477,203.92
	Delq	4,946.15	1,438.49	0.00	0.00	0.00	6,384.64
Last Deposit Date	01/06/2025	\$1,166,030.73	\$317,557.83	\$0.00	\$0.00	\$0.00	\$1,483,588.56
ACH 90215	Print Date:02/04/2025						
	Current	488,114.28	132,895.09	0.00	0.00	0.00	621,009.37
	Delq	3,193.24	1,010.34	0.00	0.00	0.00	4,203.58
Last Deposit Date	01/07/2025	\$491,307.52	\$133,905.43	\$0.00	\$0.00	\$0.00	\$625,212.95
ACH 90264	Print Date:02/04/2025						
	Current	490,739.92	133,609.82	0.00	0.00	0.00	624,349.74
	Delq	723.85	231.36	0.00	0.00	0.00	955.21
Last Deposit Date	01/08/2025	\$491,463.77	\$133,841.18	\$0.00	\$0.00	\$0.00	\$625,304.95
ACH 90311	Print Date:02/04/2025						
	Current	191,350.49	52,097.55	0.00	0.00	0.00	243,448.04
	Delq	10,424.54	3,325.28	0.00	0.00	0.00	13,749.82
Last Deposit Date	01/09/2025	\$201,775.03	\$55,422.83	\$0.00	\$0.00	\$0.00	\$257,197.86
ACH 90361	Print Date:02/04/2025						
	Current	425,446.70	115,833.07	0.00	0.00	0.00	541,279.77
	Delq	995.38	282.89	0.00	0.00	0.00	1,278.27
Last Deposit Date	01/10/2025	\$426,442.08	\$116,115.96	\$0.00	\$0.00	\$0.00	\$542,558.04
ACH 90410	Print Date:02/04/2025						
	Current	87,486.83	23,819.40	0.00	0.00	0.00	111,306.23
Last Deposit Date	01/13/2025	\$87,486.83	\$23,819.40	\$0.00	\$0.00	\$0.00	\$111,306.23
ACH 90456	Print Date:02/04/2025						
	Current	86,966.00	23,677.53	0.00	0.00	0.00	110,643.53
	Delq	(436.12)	(110.84)	0.00	0.00	0.00	(546.96)
Last Deposit Date	01/14/2025	\$86,529.88	\$23,566.69	\$0.00	\$0.00	\$0.00	\$110,096.57
ACH 90501	Print Date:02/04/2025						
	Current	121,379.71	33,047.06	0.00	0.00	0.00	154,426.77
	Delq	15,031.74	4,758.40	0.00	0.00	0.00	19,790.14
Last Deposit Date	01/15/2025	\$136,411.45	\$37,805.46	\$0.00	\$0.00	\$0.00	\$174,216.91
ACH 90549	Print Date:02/04/2025						
	Current	558,474.25	152,051.39	0.00	0.00	0.00	710,525.64
	Delq	243.33	59.83	0.00	0.00	0.00	303.16
Last Deposit Date	01/16/2025	\$558,717.58	\$152,111.22	\$0.00	\$0.00	\$0.00	\$710,828.80
ACH 90595	Print Date:02/04/2025						
	Current	140,820.74	38,340.19	0.00	0.00	0.00	179,160.93
Last Deposit Date	01/22/2025	\$140,820.74	\$38,340.19	\$0.00	\$0.00	\$0.00	\$179,160.93
ACH 90643	Print Date:02/04/2025						
	Current	361,304.96	98,369.66	0.00	0.00	0.00	459,674.62
	Delq	1,213.67	387.90	0.00	0.00	0.00	1,601.57
Last Deposit Date	01/23/2025	\$362,518.63	\$98,757.56	\$0.00	\$0.00	\$0.00	\$461,276.19

Summary of Jurisdiction Remittances Processed Property Tax File
For Remitted Deposit Dates 01/01/2025 thru 01/31/2025 as of 02/05/2025

Batch Seq

4754501

Report run on: February 5, 2025 11:17 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 90693	Print Date:02/04/2025						
	Current	601,086.37	163,653.19	0.00	0.00	0.00	764,739.56
	Delq	1,816.52	506.12	0.00	0.00	0.00	2,322.64
Last Deposit Date	01/24/2025	\$602,902.89	\$164,159.31	\$0.00	\$0.00	\$0.00	\$767,062.20
ACH 90741	Print Date:02/04/2025						
	Current	251,134.89	68,374.40	0.00	0.00	0.00	319,509.29
	Delq	1,110.30	333.28	0.00	0.00	0.00	1,443.58
Last Deposit Date	01/27/2025	\$252,245.19	\$68,707.68	\$0.00	\$0.00	\$0.00	\$320,952.87
ACH 90791	Print Date:02/04/2025						
	Current	741,859.89	201,980.35	0.00	0.00	0.00	943,840.24
	Delq	1,127.64	360.38	0.00	0.00	0.00	1,488.02
Last Deposit Date	01/28/2025	\$742,987.53	\$202,340.73	\$0.00	\$0.00	\$0.00	\$945,328.26
ACH 90840	Print Date:02/04/2025						
	Current	517,698.63	140,949.70	0.00	0.00	0.00	658,648.33
	Delq	429.38	123.46	0.00	0.00	0.00	552.84
Last Deposit Date	01/29/2025	\$518,128.01	\$141,073.16	\$0.00	\$0.00	\$0.00	\$659,201.17
ACH 90890	Print Date:02/04/2025						
	Current	1,058,352.18	288,149.23	0.00	0.00	0.00	1,346,501.41
	Delq	2,014.24	606.35	0.00	0.00	0.00	2,620.59
Last Deposit Date	01/31/2025	\$1,060,366.42	\$288,755.58	\$0.00	\$0.00	\$0.00	\$1,349,122.00
Total:		\$7,326,134.28	\$1,996,280.21	\$0.00	\$0.00	\$0.00	\$9,322,414.49

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: March 3, 2025

Date submitted: 01/06/2025

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

Subject: Consider approving the minutes of the City Council Regular Meeting held on February 3, 2025.

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 February 3, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. February 3, 2025 Draft CC Meeting Minutes

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
FEBRUARY 3, 2025**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, FEBRUARY 3, 2025, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT, CONSTITUTING A QUORUM:

John Ellisor	Councilmember
Trish Hanks	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
Brent Erenwert	Councilmember
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	Deputy City Secretary

1. CALL TO ORDER

Mayor Pro Tem Matranga called the meeting to order, with a quorum present at 5:30 P.M. All members were present with the exception of Mayor Mike Foreman who was absent.

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 Pro Tem Matranga led the Pledge of Allegiance to the United States and the Texas State Pledge.

4. COUNCIL COMMENTS AND REPORTS

Mayor Pro Tem Matranga opened the item by inviting the Councilmembers to provide their comments.

Councilmember Hanks initiated the comments by stating that she attended the Mary Poppins musical at Friendswood High School and encouraged everyone to attend their future production as well as the Education Foundation Gala coming up this weekend. She commented over the Parks Department Daddy-Daughter Dance was a great event that brought the City together to form a stronger community. On March 8th, she noted the Friends of the Friendswood Library will have a fundraising gala at the library that is open to the public with this year's theme being based on the book *Camelot Beckons*. She commended City Staff as well as the Library Director Matt Riley for all their efforts in planning the fundraiser event.

Councilmember Branson encouraged citizens to serve the city and volunteer their time to serve on boards and commissions as it is a great way to get involved and engaged and help mold the future of Friendswood. Currently, they have openings on the Community Economic Development Commission.

Councilmembers Ellisor and Griffon shared that they also attended the Friendswood High School Musical of Mary Poppins. Councilmember Griffon stated that February 19th is the 179th anniversary of the Republic of Texas becoming a State and spoke a bit about Anson Jones Day and noted they would be holding a ceremony at Glenwood Cemetery, at which he will be participating. Councilmember Erenwert commented that they planned to view the Friendswood High School Musical this coming weekend. Mayor Pro Tem Matranga closed the comments by recognizing the dedication and professionalism of city staff and thanking them for all their efforts behind the scenes in the recent freeze events in January to keep the community safe.

5. PUBLIC COMMENT

Mayor Pro Tem Matranga announced the following citizens had signed up to provide a public comment.

Mr. Frank Urbanic, a retired Air Force fighter pilot, shared his concerns over the proposed new trash bins. He requested that those bins be displayed out in the lobby of City Hall where people could see them. He additionally noted that he and his wife conducted a survey on the trash bins in Friendswood. Comments that came up with respect to senior citizens is that the trash bins were bulky, heavy, and hard to maneuver. He asked that staff reconsider the trash bins and make sure they fit the needs of the people.

Mr. Rob Roy wished to bring to the Council's attention his particular Animal Control case that was rejected because Animal Control had not observed the misdemeanor. Fortunately, his issue was resolved as the owners of the animals in question were evicted a couple of weeks ago. However, he noted people having similar problems would not get a satisfactory response as they would have to present evidence for prosecution.

Mr. Tom Hinkley introduced himself and announced his candidacy for City Councilmember Position 6 in the upcoming election. He noted that he had been volunteering for the past six years by serving on several boards and commissions. He is a father, local businessman and looks forward to serving our community further.

6. WATERWORKS & SEWER SYSTEM REVENUE BONDS

A. Discuss the Waterworks & Sewer System Revenue Bonds, Series 2025.

City Manager Morad Kabiri opened the item by recalling that the City recently adopted a utility rate study that would include a number of projects over the next five years. The bond issuance that is going to be discussed will be for the first year of those projects. Mr. Kabiri then turned the floor over to the speaker.

BOK Financial Securities Representative John Robuck proceeded to present the first phase of the bond issuance plan. Mr. Robuck noted that municipal bond rates are 4.35%, which is higher than average due to market volatility. Mr. Robuck stated the principal is \$20,395,000 and these bonds would generate \$20,500,000 for the City. The schedule of events was displayed for Council as follows:

Date	Action	Role
Friday, January 17, 2025	First Draft of Preliminary Official Statement ("POS")	FA
Friday, January 31, 2025	Second Draft POS	City, FA, BC
Monday, February 3, 2025	City Council Meeting Review Financing Plan and Schedule of Events for the Waterworks and Sewer System Revenue Bonds ("Bonds")	City, FA, BC
Week of February 10, 2025	Rating and Diligence Calls	City, FA, BC
Friday, February 14, 2025	Third Draft POS	City, FA, BC, UW
Friday, February 21, 2025	Final Draft POS	City, FA, BC, UW
Monday, February 24, 2025	Post/Distribute Final POS	BOKFS
Monday, March 3, 2025	Sale of Waterworks and Sewer System Revenue Bonds City Council Meeting City Council to Approve Sale of the Bonds	City, FA, BC, UW
Thursday, March 27, 2025	Closing/Delivery of the Bonds	City, FA, BC, UW
Participants		
City - City of Friendswood, Texas		
FA - BOK Financial Securities, Inc. (Financial Advisor)		
BC - McCall, Parkhurst & Horton L.L.P. (Bond Counsel)		
UW - Underwriters (To Be Determined)		

Mr. Robuck stated that they are asking the City Council to give them the green light to move ahead so they can have the rating calls, the diligence calls, and then bring the results of the sale to their next meeting on Monday, March 3rd, for approval. If approved then, they will then close on March 27th, at which point the city will receive the funds for those water and sewer projects.

There was a brief discussion as to when was the last time they issued water and sewer bonds and why they needed to issue new debt at this time. Mr. Kabiri indicated that the last issuance of bonds was in 2021, however, the water and sewer working capital, above the 90 days is not nearly enough to tackle the scheduled list of projects and may have a situation where the city's water and sewer system would start to degrade.

B. Consider approving the schedule for the City's Waterworks & Sewer System Revenue Bonds, Series 2025.

The City's Waterworks & Sewer System FY 2025 projects were displayed before the Council as follows:

PROJECT	COST
42" SETL Waterline	\$1,980,860
Friendswood Dr to Elevated Storage Tank 1 24"	\$1,500,000
Georgetown 16" Upsize	\$250,000
Friendswood Trails 16"	\$525,000
Blackhawk Blvd Phase II-C Utilities	\$1,900,000
Lift Station #2 Rehabilitation	\$3,000,000
Upsize Lift Station #8 and Force Main	\$3,200,000
Cowards Creek Sewer Upsizing	\$2,408,000

Lift Station Mitigation Package #1	\$1,950,000
Upsize Lift Station #16	\$1,531,200
Lift Station #27 Upgrades	\$1,100,000
Lift Station Mitigation Package #4	\$1,005,000
TOTAL	\$20,350,060

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert approving the schedule for the City's Waterworks & Sewer System Revenue Bonds, Series 2025, related to Item 6.b., as submitted. However, there was discussion prior to the vote.

Councilmember Griffon asked about past 2014 and 2016 refunding and general obligation bonds. Would those go away once they issue these new revenue bonds? BOK Financial Securities Representative John Robuck clarified these bonds are new debt. They would still have those past bond obligations. They are refunding bonds from previous water and sewer debt issuance. The debt will be paid from the Water and Sewer Fund. City Manager Morad Kabiri additionally noted they have no more proceeds from those past bond issuances as those projects have been completed.

The vote for the motion on the table was as follows:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

7. ZONE CLASSIFICATION CHANGE FROM MULTI-FAMILY-MEDIUM DENSITY TO DOWNTOWN DISTRICT – 311 LAUREL

A. Conduct a public hearing regarding a request for a zone classification change for property located at 311 Laurel, 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of Land, Friendswood, Galveston County, Texas, to change from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).

At 5:55 P.M, Mayor Pro Tem Matranga opened the public hearing and requested that Staff give the Council an overview of the item.

Community Development Department (CDD) Director Aubrey Harbin relayed the hearing is a property rezone request from Multifamily Residential Medium Density (MFR-M) to Downtown District (DD). She explained that the property displayed before Council lies within their Downtown District boundary. She stated that the long-term plan is to rezone all properties within said boundary to be rezoned. She noted this request complies with the city's future land use map, the required notices were given, and the Planning and Zoning Commission approved it unanimously.

Mayor Pro Tem Matranga announced the following citizens had signed up to speak:

- Mr. Troy Kennedy, the applicant, spoke on behalf of the property owner and voiced his support for the change as it meets Downtown District (DD) guidelines and aligns with the 2008 program.
- and
- Ms. Tracine Poti spoke to oppose the change. She said the drawings in the agenda packet are inaccurate and will negatively impact her property. She mentioned issues with drainage, traffic, and construction.

At 6:01 P.M., with no one else desiring to speak, Mayor Pro Tem Matranga closed this public hearing.

B. Consider an ordinance regarding a proposed zone classification change for property located at 311 Laurel, 0.289 acres of land, more or less, being a part of Lot 16 of the Harvey and Stout Subdivision of Lots 6, 7, and 8, Block 2 of Friendswood Subdivision of the Sarah McKissick or J.P. Williams League of Land, Friendswood, Galveston County, Texas, to change from Multi-Family Residential-Medium Density (MFR-M) to Downtown District (DD).

Councilmember Erenwert asked what would be built on the rezoned property. Community Development Department (CDD) Director Aubrey Harbin answered that a mixed-use development was planned in compliance with Downtown District (DD) regulations. Councilmember Griffon questioned the zoning history of the property and the mapping overlay error, as pointed out in the public hearing by a citizen. Ms. Harbin explained that the overlay is a visual error from the aerial maps and will not affect the citizen's private property. Further discussion ensued over what would be permitted under a "mixed-use" development and the processes it would take to get those developments approved.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon approving Ordinance No. 2025-04, related to Item 7.b., as submitted. The vote was as follows:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon

Nays: Councilmember Brent Erenwert

Absent: Mayor Mike Forman

The item passed.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 311 LAUREL DRIVE, BEING 0.289 ACRES OF LAND, MORE OR LESS, BEING A PART OF LOT 16 OF THE HARVEY AND STOUT SUBDIVISION OF LOTS 6, 7, AND 8, BLOCK 2 OF FRIENDSWOOD SUBDIVISION OF THE SARAH MCKISSICK OR J.P. WILLIAMS LEAGUE OF LAND, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM MULTI-FAMILY RESIDENTIAL-MEDIUM DENSITY (MFR-M) TO DOWNTOWN DISTRICT (DD); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES

INCONSISTENT OR IN CONFLICT HERewith; CONTAINING A SAVINGS CLAUSE;
AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

8. CITY MANAGER'S REPORT

A. Present and update regarding the winter storm event.

City Manager Morad Kabiri reported that the past winter storm, on January 20th through the 22nd, produced approximately 2.5 to 3.5 inches of snow. Friendswood maintained power throughout the event, and he commended the first responders and the Emergency Operations Center (EOC) Staff.

B. Present an update regarding the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025.

City Manager Morad Kabiri announced a Touch-A-Truck event would take place on February 8th. Residents are invited to come out view the City's Public Works, Parks, Police, and Fire trucks.

C. Recognize Library Director Matt Riley for thirty-five years of service.

City Manager Morad Kabiri recognized Library Director Matt Riley for 35 years of service. Mr. Riley gave a few words and thanked his family and colleagues for their support.

D. Recognize Director of Engineering Jil Arias for his appointment for the newly created Small Municipalities board position at the San Jacinto Regional Flood Planning Group (SJRFPG).

City Manager Morad Kabiri recognized Engineering Director Jil Arias for his recent appointment to the San Jacinto Regional Flood Planning Group (SJRFPG).

E. Recognize Deputy City Secretary Raquel Martinez and CSO Administrative Assistant Linda Newsted for graduating from the Texas Municipal Clerk's Association (TMCA) certification program at the Election Law Conference held on January 23-24, 2025, and for each receiving a 2025 Texas Municipal Clerk's Certification Program (TMCCP) Seminar Scholarship in the amount of \$500 to attend said event.

City Manager Morad Kabiri recognized Deputy City Secretary Raquel Martinez and City Secretary's Office (CSO) Administrative Assistant Linda Newstead for completing their Texas Municipal Clerk's Association (TMCA) certification, both receiving scholarships for their training.

9. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update fees for "Buildings and Building Regulations," "Peddlers, Solicitors, Canvassers and Itinerant Vendors," "Wrecker Service Towing Fees," and "Credit Card Payment Processing Convenience Fees."

Community Development Department (CDD) Director Aubrey Harbin presented the fee update summary to the Council. Ms. Harbin explained that the fee schedules need a major overhaul. She stated that fees

will now switch to flat rates for trade permits as well as a slight increase to cover personnel time. She compared fees from other cities and showed the City of Friendswood's current fees versus proposed fees.

TRADE PERMIT FEE COMPARISON			
RESIDENTIAL – Sample House: 2225 Mason Terrace Dr, \$832,404, 4578 sq ft (house and garage)			
	ELECTRICAL	PLUMBING	MECHANICAL
City of Friendswood	\$ 175.75	\$ 145.00	\$ 105.00
City of Pearland	\$ 335.07	\$ 335.07	\$ 227.54
City of League City	\$ 324.00	\$ 243.00	\$ 118.00
City of Alvin	\$ 340.00	\$ 184.50	\$ 143.75
City of Kemah**	\$ 100.00	\$ 100.00	\$ 100.00
City of La Marque	\$ 375.00	\$ 375.00	\$ 375.00
City of Baytown	\$ 125.00	\$ 125.00	\$ 125.00
City of Clear Lake	\$ 150.00	\$ 150.00	\$ 150.00
	*LC based on 20 circuits		*based on (2) 5-ton systems

Councilmember Griffon questioned the uniform flat rate. Ms. Harbin explained that a flat rate simplifies reference and inspection scheduling. Additional details on permitting fees were provided as follows:

TRADE PERMIT FEE COMPARISON			
COMMERCIAL: Sample Building: 1610 West Blvd, \$1,890,000, 15201 sq ft			
	ELECTRICAL	PLUMBING	MECHANICAL*
City of Friendswood	\$ 143.00	\$ 261.50	\$ 290.00
City of Pearland	\$ 5,913.00	\$ 5,913.00	\$ 5,913.00
City of League City	\$ 324.00 *	\$ 569.00	\$ 413.00
City of Alvin	\$ 411.50	\$ 382.00	\$ 255.00
City of Kemah	\$ 100.00	\$ 100.00	\$ 100.00
City of La Marque	\$ 425.00	\$ 425.00	\$ 425.00
City of Baytown	*Based on MEP valuation		
City of Clear Lake Shores	\$ 150.00	\$ 150.00	\$ 150.00
	*LC based on 20 circuits		*based on (7) 5-ton systems

FRIENDSWOOD NEW FEES			
RESIDENTIAL - New, Add, Alter	Electrical	Plumbing	Mechanical
<5,000sqft	\$ 200	\$ 200	\$ 200
>5,000sqft	\$ 275	\$ 275	\$ 275
OTHER PERMITS			
Storage bldg/patio/outdoor kitchen/swimming pool repairs	\$ 100	\$ 100	\$ n/a
Swimming Pool	\$ 100	\$ 100	\$ n/a
Solar Panels	\$ 100	\$ n/a	\$ n/a
Generator	\$ 100	\$ 50	\$ n/a
Sign	\$ 75	\$ n/a	\$ n/a
Reconnect	\$ 75	\$ 75	\$ n/a
COMMERCIAL – New, Add, Alter			
<5,000sqft	\$ 200	\$ 200	\$ 200
5,000sqft - 11,999	\$ 250	\$ 250	\$ 250
12,000 - 40,000	\$ 300	\$ 300	\$ 300
40,001 - 80,000	\$ 400	\$ 400	\$ 400
80,001 - up	\$ 500	\$ 500	\$ 500

a.	Permit issuance fee (all non-trade permits) (non-refundable)	40.00
Commercial (new structures, additions, alterations), Fire Permits, and Permanent Signs:		
b.	For total valuation of \$1,000.00 and less	\$40.00
c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$40.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00
d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00
e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00
	Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00
f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00
	Plus, for each additional \$1,000.00 or fraction thereof	\$2.00
g.	Plan check fee (non-refundable)	Half of permit fee

ADDITIONAL PROPOSED PERMITTING FEES	
Solicitor's Permit Fees	
Application Fee	\$50
Additional ID Card Fee	\$15
Replacement Registration Certificate Fee	\$15
Tow Fees	

Regular Tow Fee	\$175
Heavy-Duty Tow Fee	
Initial Cost (1 st Hour)	\$250
Additional Hourly Rate	\$150
Maximum Fee	\$500
Credit Card Processing (Convenience Fees)	Not to exceed 3%

A motion was made by Councilmember Erenwert and seconded by Councilmember Hanks approving the first reading of the proposed ordinance related to Item 9.A., as submitted. The vote was as follows:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matrangola, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE FEES FOR (I) BUILDING AND BUILDING REGULATIONS; (II) PEDDLERS, SOLICITORS, CANVASSERS AND ITINERANT VENDORS; (III) WRECKER SERVICE TOWING FEES; AND (IV) CREDIT CARD PAYMENT PROCESSING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE

B. Consider the first reading of an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 4 "Community and Economic Development Committee," Section 2-41(b) "Membership" of the Friendswood City Code to add two new positions to the committee and establishing terms of office for the newly created positions in order to effectively stagger the terms of the Committee's members.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks approving the first reading of the proposed ordinance related to Item 9.B., as submitted. However, there was discussion prior to the vote.

The Councilmembers discussed the year-long commitment required for these roles along with the added scope. Thus, the Council agreed to move forward with expanding the Community and Economic Development Committee (CEDC) from seven to nine members.

The vote for the motion on the table was as follows:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 4 "COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE," SECTION 2-41 "CREATED; MEMBERSHIP," SUBSECTION (B) "MEMBERSHIP" OF THE FRIENDSWOOD CITY CODE TO ADD TWO NEW POSITIONS TO THE COMMITTEE; ESTABLISHING TERMS OF OFFICE FOR THE INITIAL APPOINTMENTS OF THE NEWLY CREATED POSITIONS TO EFFECTIVELY STAGGER THE TERMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND THE EFFECTIVE DATE.

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

A motion was made by Councilmember Hanks and seconded by Councilmember Branson approved Ordinance No. 2025-05, related to Item 9.C., as submitted. However, there was discussion prior to the vote.

Mayor Pro Tem Matranga raised a question regarding the \$2.85 million allocation for Whitcomb Terracing. City Manager Morad Kabiri explained that the funds cover engineering costs for flood mitigation. The funds will transfer from bond proceeds to the general budget.

The vote for the motion on the table was as follows:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Forman

The item passed unanimously.

ORDINANCE NO. 2025-05

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 V" 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.

10. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the Consent Agenda Items 10.A. through 10.O., with corrections to the meeting minutes as presented for Item 10.O. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Absent: Mayor Mike Foreman

The item passed unanimously.

A. Consider a resolution amending the City of Friendswood's authorized representatives for the Texas Local Government Investment Pool (TexPool).

RESOLUTION NO. R2025-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING REPRESENTATIVES OF THE CITY WHO ARE AUTHORIZED (I) TO TRANSMIT FUNDS FOR INVESTMENT IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, (II) TO WITHDRAW FUNDS FROM TIME TO TIME, (III) TO ISSUE LETTERS OF INSTRUCTION, AND (IV) TO TAKE ALL OTHER ACTIONS DEEMED NECESSARY OR APPROPRIATE FOR THE INVESTMENT OF CITY FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

B. Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of Governor for FY2026 grant funds pursuant to the General Victim Assistance Direct Services Program; authorizing a cash and in-kind matches; and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.

RESOLUTION NO. R2025-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR; AUTHORIZING THE REQUISITE CASH AND IN-KIND MATCHES; AND PROVIDING AN EFFECTIVE DATE.

- C. Consider a resolution authorizing the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Youth Sports Day Parade on FM 2351.**

RESOLUTION NO. R2025- 05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF WAY WITH THE STATE OF TEXAS FOR THE 2025 YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.

- D. Consider a resolution adopting the City of Friendswood Emergency Management Plan.**

RESOLUTION NO. R2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY OF FRIENDSWOOD'S EMERGENCY MANAGEMENT PLAN – BASE PLAN 2025; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE

- E. Consider ratifying the City Manager's execution of and authorizing the Workplace Solutions Cooperative Acceptance Agreement and Addendum No. 1 with Cintas Corporation No. 2, through Omnia Partners cooperative purchasing, for uniform rentals.**
- F. Consider authorizing the City Manager to negotiate and execute pre-event standby contracts for disaster meal catering services with SLSCO LTD., CRE8AD8, LLC, and Cole Gordon's - The Helping Hand Foundation, Inc.**
- G. Consider authorizing a Professional Services Agreement with Garver Engineering for implementation services related to the City's New Ground Storage Tank at Groundwater Plant 4 Project funded by the Texas General Land Office through the Texas CDBG-MIT Regional Mitigation Program's Method of Distribution Development (CDBG MIT-MOD) Program.**
- H. Consider authorizing an agreement with Westbrook Contractors LLC for the Deepwood Flood Control Project.**

- I. Consider authorizing the First Amendment to the Policy Accreditation Services Agreement with John J. Silva for continued consulting services related to the Friendswood Police Department's recognition as a Texas Best Practice Law Enforcement Agency.**
- J. Consider approving the street closure of Stadium Lane for the City's Touch-A-Truck and Winter Weather Event on Saturday, February 8, 2025, from 8:00 a.m. to 4:00 p.m.**
- K. Consider accepting the Ravine Drive Emergency Sinkhole Repair Project and authorizing the commencement of the contractor's one-year maintenance period.**
- L. Consider authorizing the final acceptance of the Industry Park Friendswood Phase II Waterline Improvements Project and the release of the contractor's one-year maintenance bond.**
- M. Consider appointing Stacy Phillips to the Planning and Zoning Commission to complete an unexpired term effective immediately and ending on June 30, 2026.**
- N. Consider approving the ad valorem tax report for December 2024.**
- O. Consider approving the minutes of the City Council Regular Meeting held on January 6, 2025.**

Red-lined copies of the meeting minutes with corrections were provided to the Councilmembers at the dais.

11. ADJOURNMENT

With there being no further business, Mayor Pro Tem Matranga adjourned the February 3, 2025, City Council Regular Meeting at 6:40 P.M.

Joe Matranga, Mayor Pro Tem

Attest:

Leticia Brysch, City Secretary