

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
APRIL 5, 2021



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:30 PM ON MONDAY, APRIL 5, 2021, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

5:30 PM – REGULAR MEETING

1. CALL TO ORDER

2. INVOCATION – Pastor Ralph Hobratschk, Hope Lutheran Church

3. PLEDGE OF ALLEGIANCE – United States and State of Texas (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

4. PUBLIC COMMUNICATIONS

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, speakers shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

5. WORK SESSION

- A. Receive and discuss a presentation regarding the City of Friendswood Multi-Year Financial Plan.
- B. Receive and discuss a presentation regarding (i) the PSB Expansion Project and (ii) Fire Station No. 2 Reconstruction Project.

6. SPECIAL RECGONITION AND ACKNOWLEDGEMENTS

- A. Recognize the Friendswood Library for receiving the Texas Municipal Library Directors (TMLDA) 2020 Achievement of Library Excellence Award.
- B. Receive a presentation of the 2020 Annual Comprehensive Financial Report.

7. PUBLIC HEARING

- A. Conduct a public hearing to receive comments both oral and written regarding an AMENDED request for a zone classification change located along FM 2351 consisting of 34.3288 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 34.3288 acres consisting of three tracts (9.5455 acres, 15.0371 acres and 9.742 acres) as more fully described in the backup materials. (Original Request was to change zoning of 159.8029 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 159.8029 acres being described fully in three phases as follows: PH-1 – 14.9959 acres (5.414 acres and 9.5819 acres); PH-2 – 34.3288 acres (9.5455 acres, 15.0371 acres and 9.742 acres); and PH-3 – 110.4782 acres).

8. PUBLIC COMMUNICATIONS

In order to comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff for the placement of said item on a future agenda. During public comment, speakers shall refrain from any outbursts, or interjections including but not limited to: applause, disparaging noises, and remarks. Furthermore, any personnel complaints against a City employee, aside from the City Manager, City Attorney, or Municipal Judge, shall not be discussed and shall be referred to City Management.

9. CITY MANAGER'S REPORT

- A. Present an update regarding Hurricane Harvey.
- B. Present an update regarding the Coronavirus Disease 2019 (COVID-19).

10. COMMUNICATIONS FROM COMMITTEES AND SPECIAL REPORTS

- A. Receive the annual report from Keep Friendswood Beautiful.
- B. Receive the annual report from the 4th of July Steering Committee.

11. DISCUSSION AND POSSIBLE ACTION

- A. Discuss and take possible action on RFQ 2021-02 regarding architecture and engineering services for the Blackhawk Emergency Shelter Project.
- B. Discuss and take possible action on the appointment of the City Secretary.
- C. Discuss and take possible action on the architectural and engineering design services for the Fire Station No. 2 Reconstruction Project.
- D. Discuss and take possible action on the architectural and engineering design services for the Public Safety Building Expansion Project.
- E. Discuss and take possible action regarding approval of the schedule for the City's General Obligation Improvement and Refunding Bonds, Series 2021.
- F. Discuss and take possible action regarding the 2020-2021 Concrete Street

Maintenance Program.

- G. Discuss and take possible action regarding the approval of the Esri Small Municipal and County Government Enterprise Agreement (SGEA).
- H. Consider and take possible action on two appointments to the Library Board; specifically that of Kathy Molinaro to complete the unexpired three-year term of Ruth Lay and Brett Stephen to complete the unexpired three-year term of Ted Thomas.
- I. Discuss and take possible action regarding the ratifying of the City Manager's signature on a contract to purchase Lot 30 and Park Area of the Empere Chateau Subdivision, Section Two, 5.6405 acres of unimproved property situated in the Sarah McKissick Survey, Abstract-151, Friendswood, Galveston County, Texas, as shown on plat recorded in Map Record Book No. 254-A, Page 89, and transferred to Volume 7, Page 18 of the Official Records of Galveston County, Texas; and, authorize the City Manager to close on said property.

12. RESOLUTIONS

- A. Consideration and possible action regarding Resolution No. R2021-08: a resolution of the City Council of the City of Friendswood, Texas, adopting Galveston County and Harris County's use of Hart Intercivic's Verity 2.4 voting system and equipment in conducting any future elections for the City of Friendswood.
- B. Consideration and possible action regarding Resolution No. R2021-09: a resolution of the City Council of the City of Friendswood, Texas, opposing 87 - SB 234 and HB 749, relating to the use by a political subdivision of public funds for lobbyist activities.
- C. Consideration and possible action regarding Resolution No. R2021-10: a resolution of the City Council of the City of Friendswood, Texas, supporting 87 - HB 3029, an act relating to the creation of the Gulf Coast Protection District.

13. ORDINANCES

- A. Consideration and possible action regarding Ordinance No. T2021-11: the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment VI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.
- B. Consideration and possible action regarding Ordinance No. T2021-12: the first reading of an ordinance approving an interlocal agreement adjusting the

corporate boundary lines between the City of Friendswood, Texas, and the City of League City, Texas, including 26.921 acres from the Avalon development; authorizing the City Manager to execute the agreement and the City Secretary to attest; and providing an effective date.

- C. Consideration and possible action regarding Ordinance No. T2021-13: the first reading of an ordinance approving an interlocal agreement adjusting the corporate boundary lines between the City of Friendswood, Texas, and the City of League City, Texas, including 0.0576 acres for Friendswood Lakes Boulevard; authorizing the City Manager to execute the agreement and the City Secretary to attest; and providing an effective date.
- D. Consideration and possible action regarding Ordinance No. T2021-14: the first reading of an ordinance regarding an AMENDED request for a zone classification change located along FM 2351 consisting of 34.3288 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 34.3288 acres consisting of three tracts (9.5455 acres, 15.0371 acres and 9.742 acres) as more fully described in the backup materials. (Original Request was to change zoning of 159.8029 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 159.8029 acres being described fully in three phases as follows: PH-1 – 14.9959 acres (5.414 acres and 9.5819 acres); PH-2 – 34.3288 acres (9.5455 acres, 15.0371 acres and 9.742 acres); and PH-3 – 110.4782 acres).

14. COMMUNICATIONS FROM MAYOR AND COUNCIL

15. CONSENT AGENDA

- A. Consider approving a buyout license agreement for 2 Queens Lane and authorizing the Mayor to execute said agreement.
- B. Consider accepting the February 2021 tax report.
- C. Consider approving the minutes of City Council Regular Meeting held on March 1, 2021.

16. EXECUTIVE SESSION

- A. Communications from the public regarding Executive Session Topics.
- B. Recess into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Manager.

17. BUSINESS ITEM

- A. Consideration and take possible action regarding the City Manager's annual review.

18. Adjournment

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.089 TO DISCUSS ANY MATTERS LISTED ABOVE. THE CITY OF FRIENDSWOOD IS COMMITTEE TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. **This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.**

I, LETICIA BRYSCH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC AND IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT ON THE

DATE

AT TIME

LETICIA BRYSCH
CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 01/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

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

Originating Department: Administrative Services

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Work Session - MYFP - PowerPoint - 4.5.2021

MULTI-YEAR FINANCIAL PLAN

General & Debt Service Funds

Fiscal Years
2022-2026

April 5, 2021



Work Session Objectives

- High level overview of the City's Multi-Year Financial Plan
- Planning for the General Fund and Debt Service Fund
- Outline critical assumptions and planning factors
- Generate dialogue and input for continuing existing service levels



Scope of Detail



Revenue Projections



Expenditure Projections



Decision Package Impacts

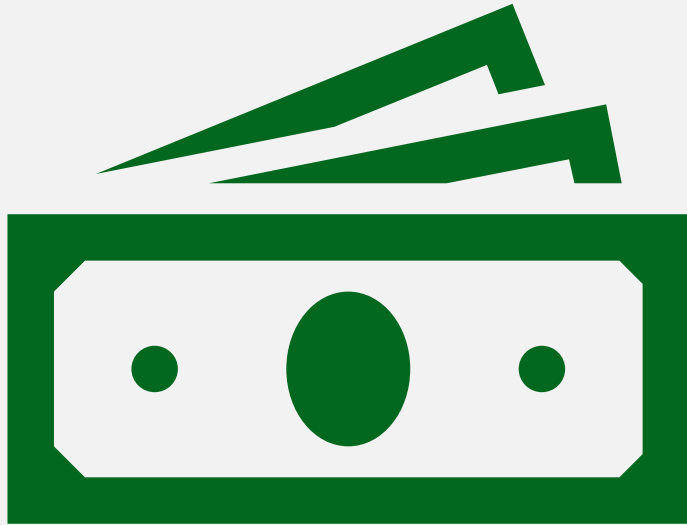


FY22 Projected Operating Budget



Fund Balance

Planning Assumptions - Revenue

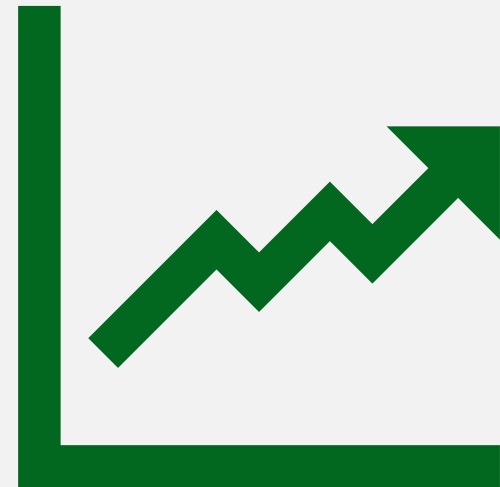


Property Values

Estimated 4.2% tax base growth in year 1 of the plan & 3% in years 2 – 5

Most other revenue sources

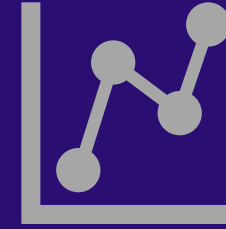
Increase by 2% per year



Revenue Planning Data



Residential & Commercial
growth projected



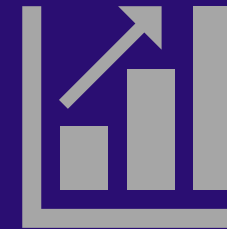
Current
trends



Tax Base
identified



Fiscal policies



Revenue forecasting



Fee adjustment

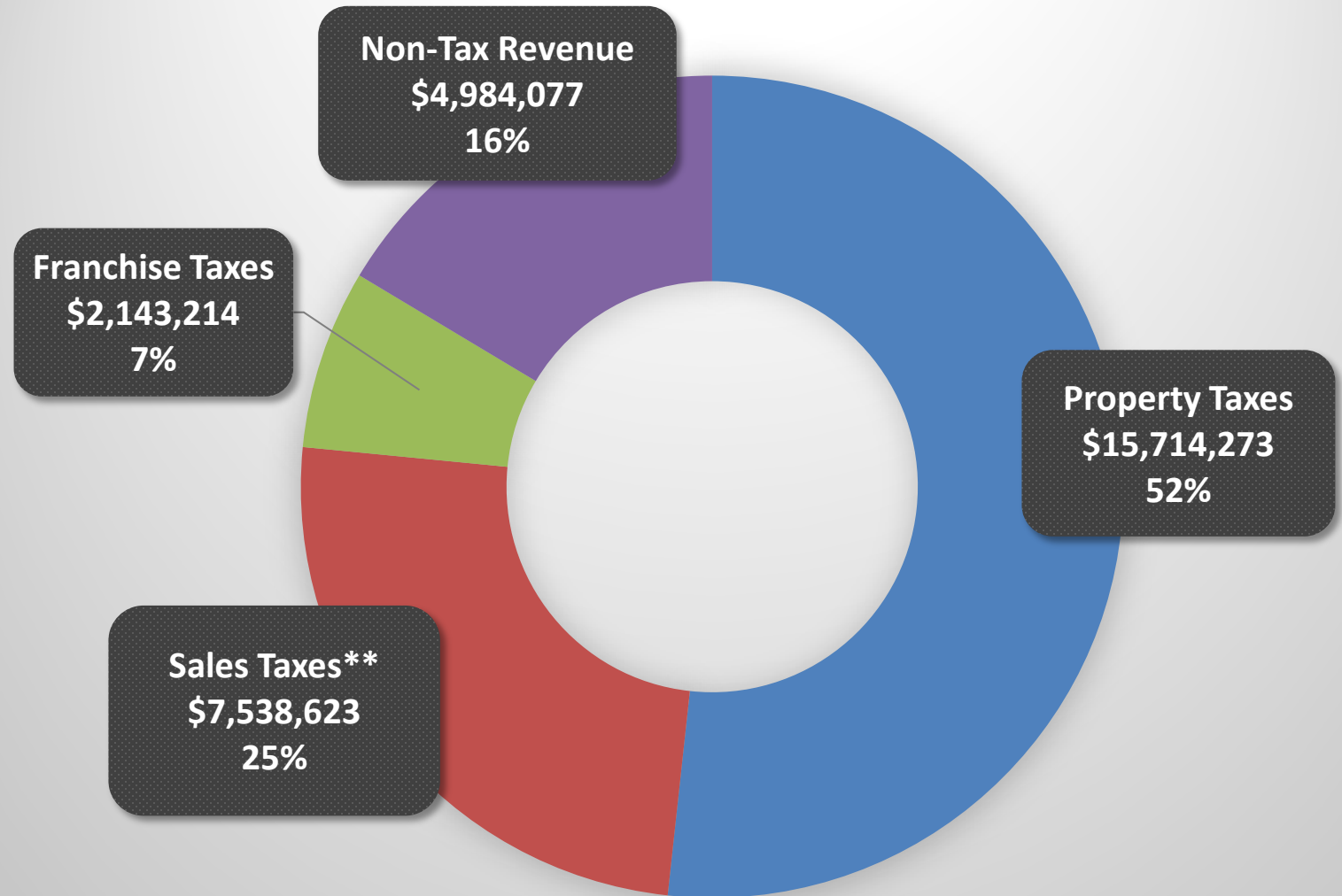


Alternative revenue options??

FLAT TAX (1.5 cents over NNRR)



**General Fund
Revenue
\$30,380,187**





Property Tax Revenue Components

- **Gross Appraised Value approximates Market** (10% increase cap)
- **Taxable Value** = Appraised Value LESS Exemptions & Freeze Ceilings
- **Tax Levy** = Taxable Value x Tax Rate
- **Tax Revenue** = Tax Levy x Collection Rate
- **Tax rate includes debt service and operations & maintenance**

Texas Senate Bill 2 Impacts

Tax Rate Adoption Deadline

- Adopting higher than NNRR; but lower than VATR –at least 5 days after tax rate publication (additional notice and 1 public hearing required)

Unused Increment Rate

- Adopting rate less than VATR, difference can be used next year (3-year carry over)
- COF Tax Year 2020 Unused Increment = \$0.045138

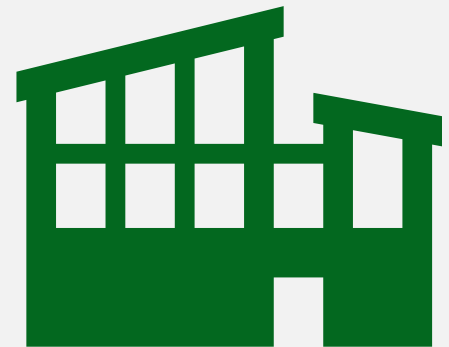
Tax Rate Drivers



Property tax revenue

- NNRR adopted in FY21; operating cost reductions
- FLAT tax rate used in the plan for FY22

Revenue growth for revaluations and new construction



Need for tax rate increase due to:

- G.O. Bond Issuance(s) - \$0.01 (\$408k) from M&O to I&S
- Restore 66 Police Officers
- Impact of bond projects operating costs
- Deferred maintenance of facilities & equipment - \$617k in FY22

Planning Assumptions - Expenditures



Existing Personnel

3% increase each year for wages and benefits

Non-Personnel

2% increase year over year
(based on 5-year historical average)



Planning Assumptions – Fund Balance



Operating Reserves

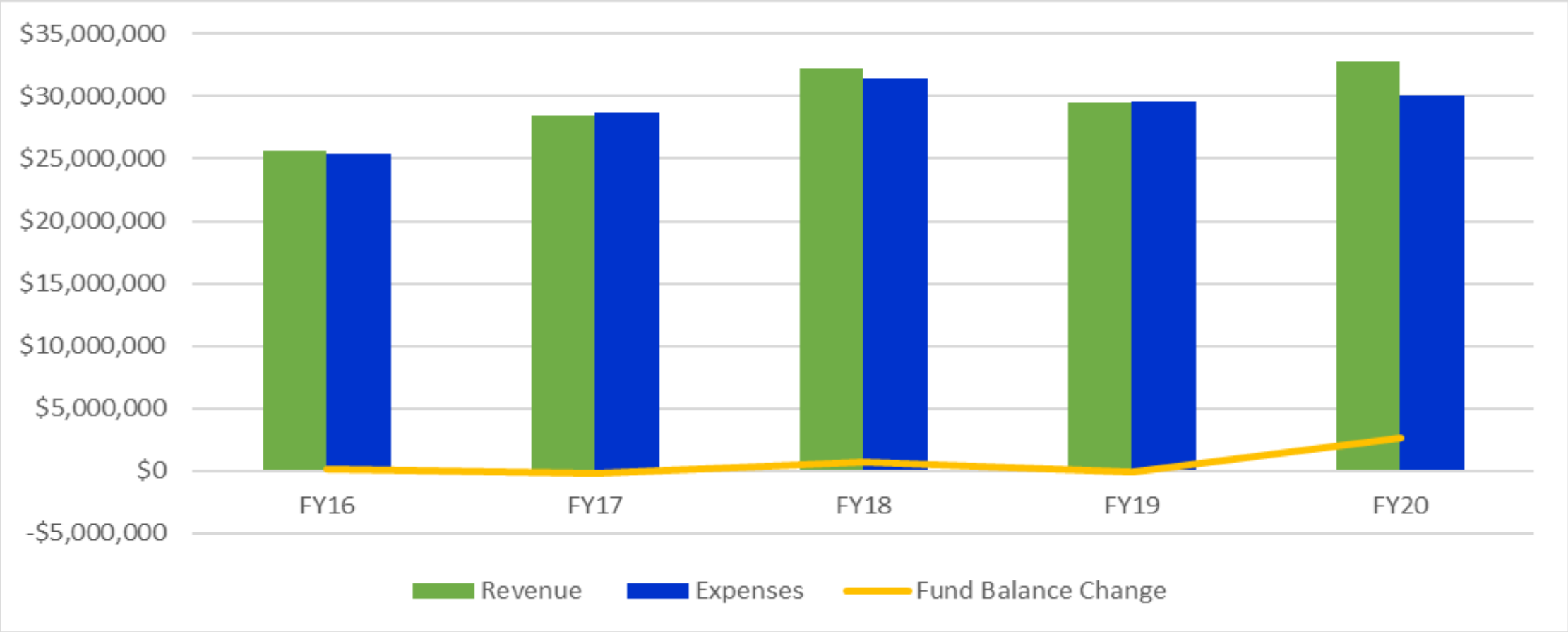
- Target of 90 Days

Undesignated Fund Balance Uses

- Emergencies
- One-time expenditures without operating costs increase
- Major capital purchases
- Start-up expenditures for new programs

General Fund

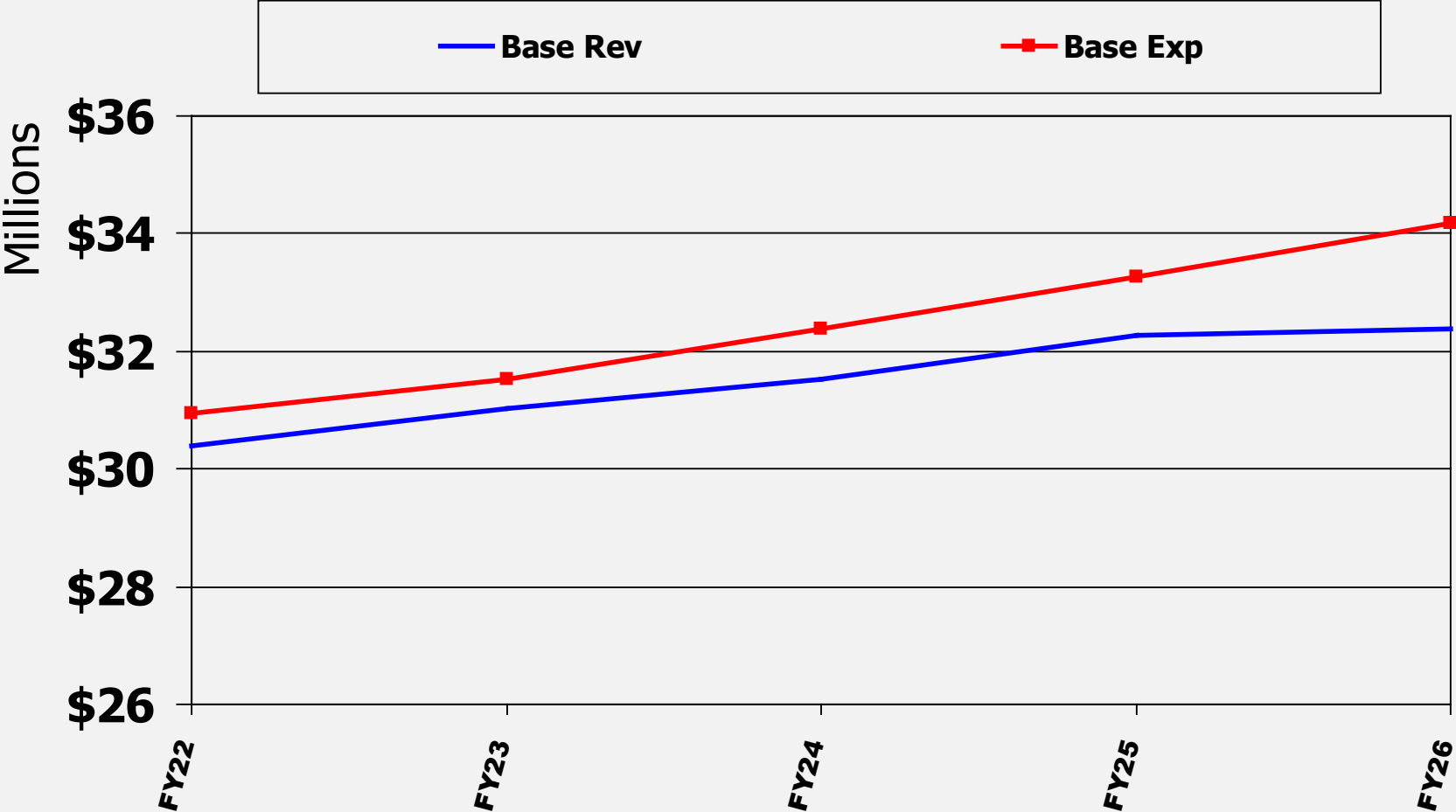
Change in Fund Balance



FY18 – Increase due to insurance reimbursements related to Hurricane Harvey
FY20 – Increase due to CARES Act and grant funding recognition and capital equipment lease proceeds received

General Fund

Baseline Revenues & Expenditures (flat tax rate)



Multi-year Financial Plan Summary

90-day operating reserve maintained

FLAT tax rate – through FY25

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

Other FY22 Budget Impacts



- **Covid Relief Additional Funding**
 - Estimated award ~ \$8M
 - Allowable use of funds - TBD
- **Automated Water Meters** (W&S Fund Budget)
 - Roughly 14,000 water meters needed
 - Transmission source sites (new or existing towers) needed
 - Estimated cost \$8M - \$12M

Council's Role

- ✓ Guidance on tax rate
- ✓ Input on existing and alternative revenues
- ✓ Programmatic changes
- ✓ Participation in budget development



QUESTIONS?



TM

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Date requested for City Council consideration: April 5, 2021

Date submitted: 03/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a presentation regarding (i) the PSB Expansion Project and (ii) Fire Station No. 2 Reconstruction Project.

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Architectural and engineering services in relation to the Public Safety Building Expansion and the Fire Station #2 Reconstruction bond projects were begun in September 2020. City staff in the Fire Marshal Office, Police Department, Engineering Department, and members of the Friendswood Volunteer Fire Department have met with and worked in conjunction with the architect in the programming phase of the projects.

The City Council will be updated on the progress of both projects.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

PGAL, the architect for both projects, will present program findings at the City Council meeting.

PGAL has done initial work with the Construction Managers-at-Risk (CMAR) for both projects. Design contracts for both projects will be presented for consideration later in the meeting.

RECOMMENDATIONS

ATTACHMENTS

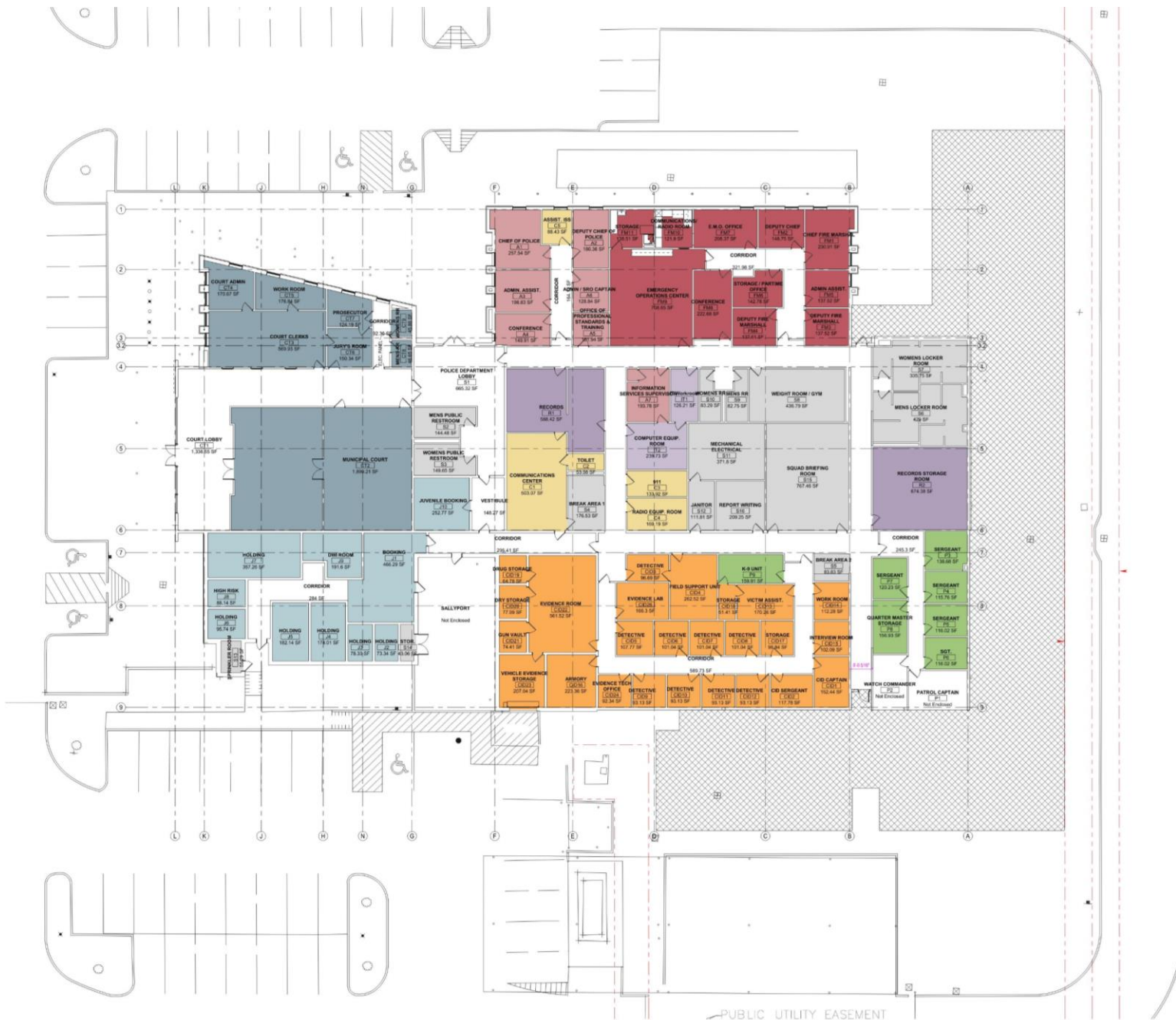
1. PGAL City of Friendswood PSB Council Presentation 04.05.21_FINAL
2. PGAL City of Friendswood FS2 Council Presentation 04.05.21-FINAL



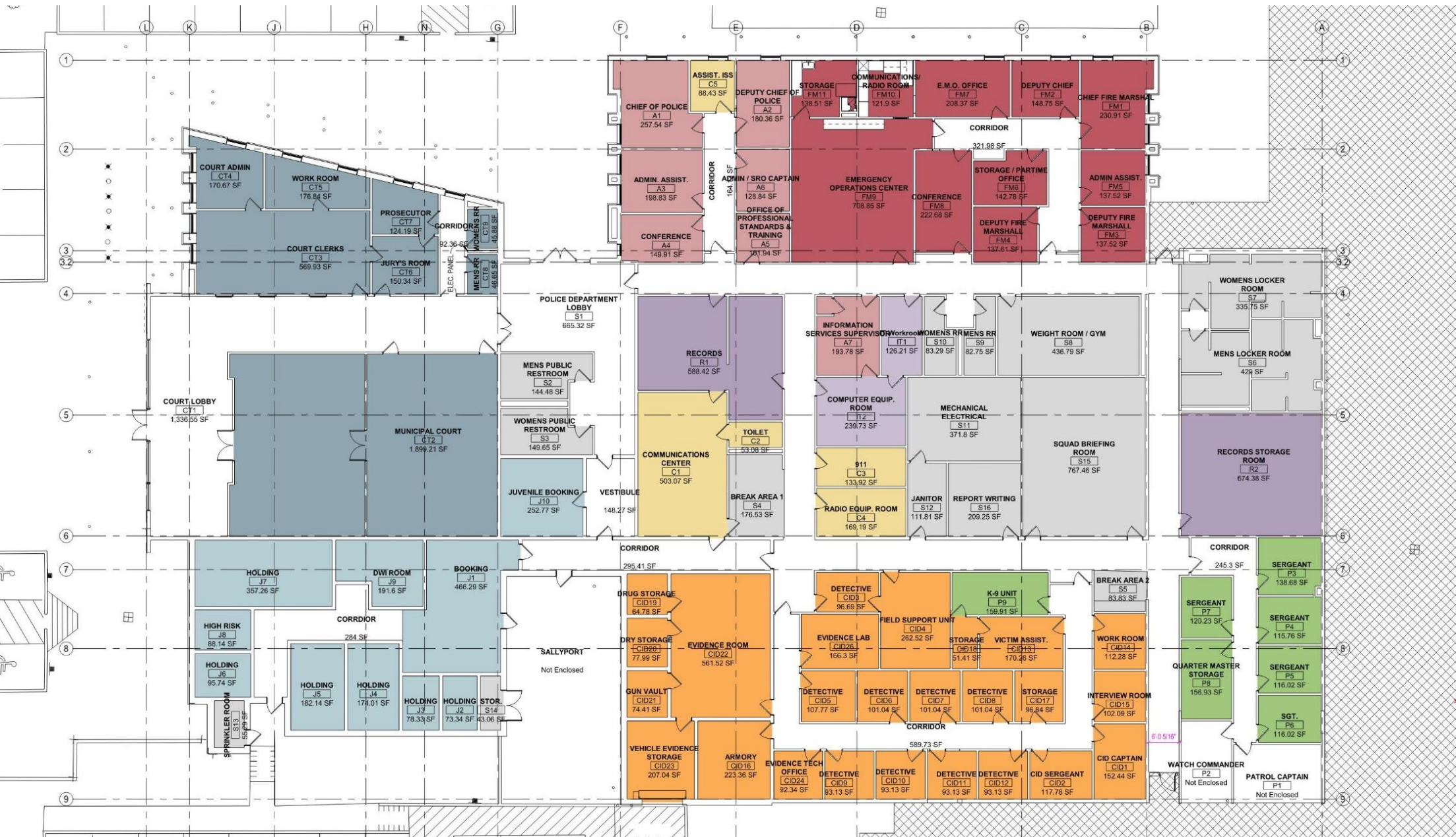
FRIENDSWOOD PUBLIC SAFETY BUILDING EXPANSION+ RENOVATION

City Council Meeting – April 5, 2021

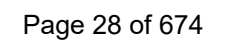
OVERALL EXISTING FLOOR PLAN



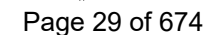
PGAL



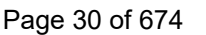
PGAL



PGAL



PGAL



EXISTING ENTRY PERSPECTIVE



EXPANSION PERSPECTIVE



PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

COUNCIL PRESENTATION / PROPOSAL APPROVAL 4/5/2021

PG&AL DESIGN START 4/6/2021

ISSUE DRAWINGS FOR FINAL GMP 9/1/2021

COUNCIL APPROVAL OF GMP 11/1/2021

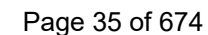
NTP / CONSTRUCTION 11/8/2021 – 8/31/2022



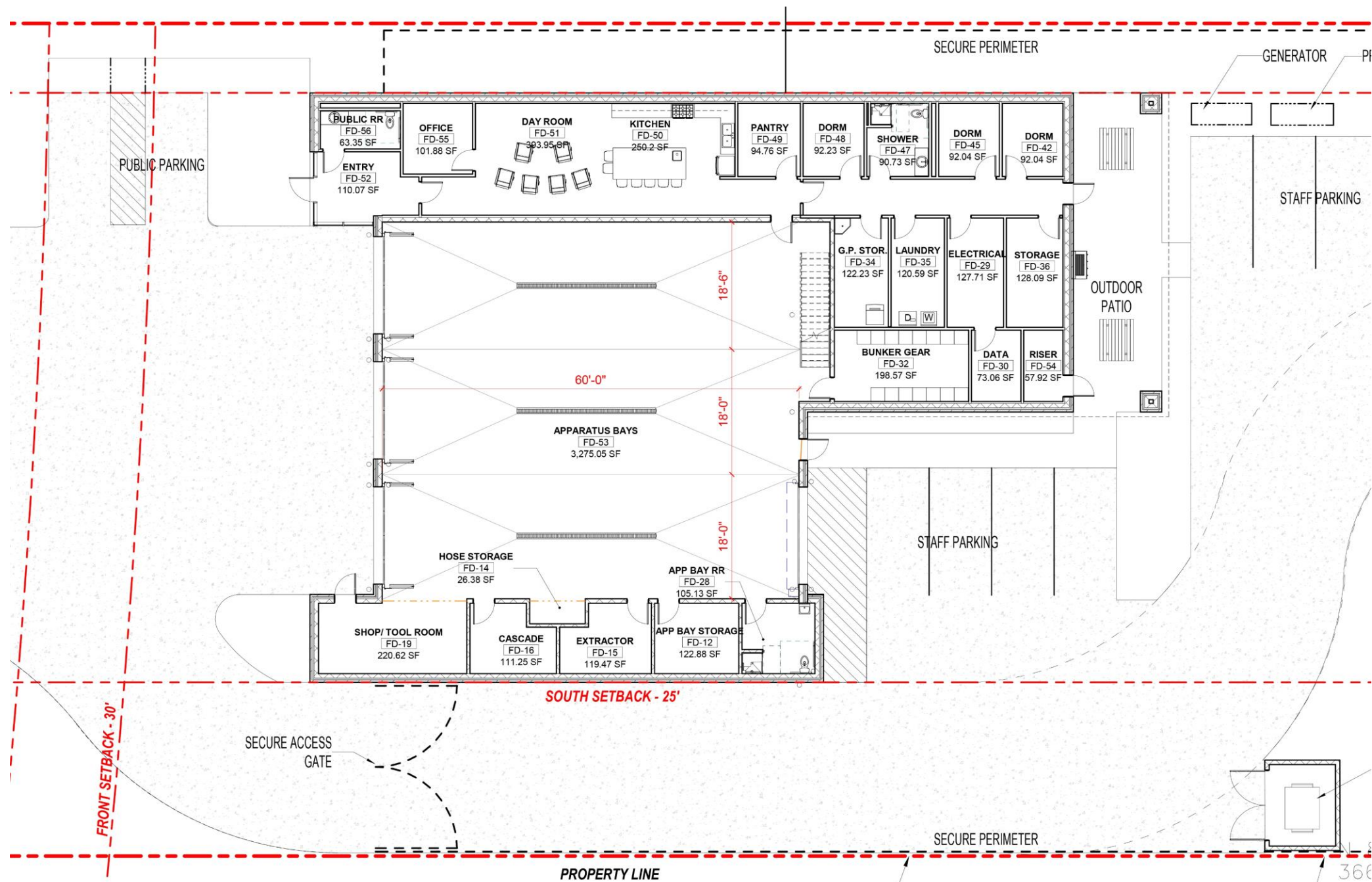
CITY OF FRIENDSWOOD FIRE STATION #2 NEW CONSTRUCTION

City Council Meeting – April 5, 2021

PGAL



FLOOR PLAN - ENLARGED



EXTERIOR PERSPECTIVE



PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

COUNCIL PRESENTATION / PROPOSAL APPROVAL 4/5/2021

PGAL DESIGN START 4/6/2021

ISSUE DRAWINGS FOR FINAL GMP 9/1/2021

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NTP / CONSTRUCTION 11/8/2021 – 8/31/2022

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Date requested for City Council consideration: April 5, 2021

Date submitted: 03/15/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize the Friendswood Library for receiving the Texas Municipal Library Directors (TMLDA) 2020 Achievement of Library Excellence Award.

Originating Department: Library

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TMLDA



February 17, 2021

Morad Kabiri
City Manager
416 S. Friendswood Drive
Friendswood, TX 77546

Dear City Manager Morad Kabiri,

Congratulations to the City of Friendswood. The Friendswood Public Library has been awarded the 2020 Texas Achievement in Library Excellence Award.

Libraries awarded this honor met a high level of excellence in their programming and services. To be considered, recipients were required to demonstrate quality services across ten criteria.

This year, only 56 Libraries out of 568 Texas public library systems were awarded this honor. This means your library is in the top 10% of public libraries in the entire State of Texas.

Please accept our sincere congratulations to a city which values and provides quality library services and programs for the continued education and personal enrichment of its residents.

Sincerely,

A handwritten signature in black ink that reads "Libby Holtmann". The signature is written in a cursive, flowing style.

Libby Holtmann, Plano Public Library
Chair, Achievement of Library Excellence Award
Texas Municipal Library Directors Association



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: April 5, 2021

Date submitted: 03/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive a presentation of the 2020 Annual Comprehensive Financial Report.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Charter (Section 8.07) requires an annual audit of financial records and accounts by an independent certified public accountant. The requirement also states that the accountant provide a summary of the audit results which will be filed with the City Secretary's office for public record and in the Friendswood Public Library for public information. The annual comprehensive financial report with the auditor's opinion on the statement and the financial management practices of the City serves as the audit summary. In addition to filing the report with the City Secretary's office and at the Library, it is also submitted to the City's financial advisors, Municipal Advisory Council of Texas, bond rating agencies, bank depositories and grant funding agencies.

The annual audit and financial reporting are also a requirement by Texas Local Government Code (Section 103) and is the standard recommended by Governmental Accounting Standards Board (GASB), American Institute of Certified Public Accountants (AICPA), Government Finance Officers Association (GFOA), Generally Accepted Accounting Principles (GAAP) and Governmental Accounting, Auditing, and Financial Reporting (GAAFR). Lupe Garcia, a partner with Whitley Penn will present the 2019-2020 Annual Comprehensive Financial Report and Single Audit Report. The presentation will be a brief overview of the reports.

The City's Annual Comprehensive Financial Report for fiscal year 2019– 2020 will be submitted to GFOA in hopes of earning the 33rd consecutive Certificate of Excellence in Financial Reporting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FY 2020 Friendswood Audit Results Presentation
2. City of Friendswood ACFR 9-30-2020 Final
3. City of Friendswood Single Audit 9-30-2020 Final

Fiscal Year 2020 Audit Results

Financial Statement Audit and
Federal Single Audit

Engagement Team



Donald Nguyen
Associate



Brooke Fuller, CPA
Senior Associate



Dan Hernandez, CPA, CIA
Senior Manager



Lupe Garcia, CPA
Engagement Partner

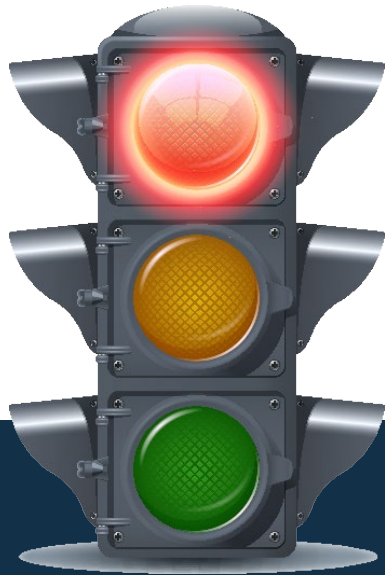


Tom Pedersen, CPA
Concurring Partner

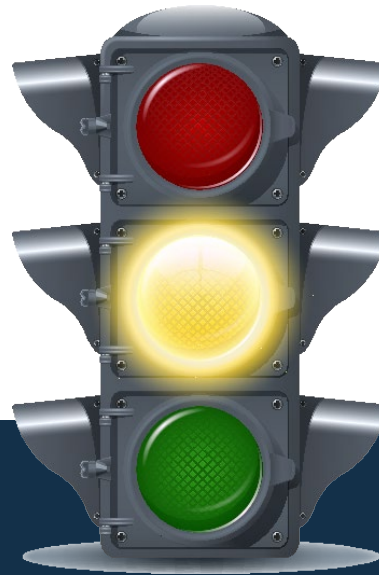
The Audit Process



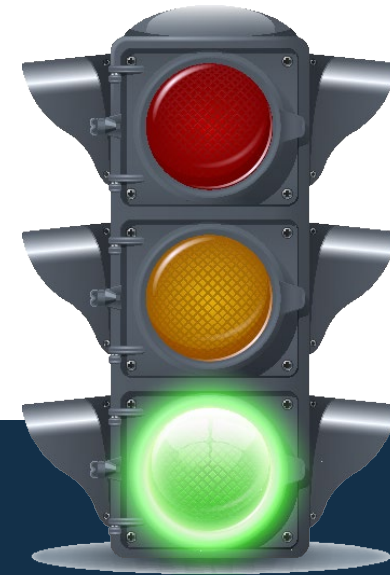
Purpose of the Audit – The Opinion on the Report



Disclaimer



Qualification
(modification due to scope
limitation or departure from
GAAP)



Unmodified
(Clean Opinion)

Auditor's Report on the Financial Statements

Clean Report



- Unmodified or “clean” opinion
- Financial statements are presented fairly, in all material respects
- Audit conducted in accordance with Generally Accepted Auditing Standards and *Government Auditing Standards*

Pages 3-5 of the ACFR

Auditor's Report on Internal Control and Compliance

Clean Report



- Internal control over financial reporting
 - No material weakness identified
 - No significant deficiencies reported
- No instances of noncompliance material to the financial statements were noted

Pages 1-2 of the Single Audit Report

Federal Single Audit

Clean Report



- **Major Federal Programs:**
 - CARES Act - Coronavirus Relief Fund (CRF)
 - HMGP Acquisition and Demolition Project
- **No internal control findings related to each major program**
- **Unmodified opinion on compliance**
- **No instances of noncompliance or questioned costs were noted**

Pages 3-5 of the Single Audit Report

Statement of Net Position (p. 23)

- **Total Assets and Deferred Outflows: \$232.4 million**
 - Cash and investments: \$51.1 million
 - Capital assets, net of depreciation: \$168.0 million
- **Total Liabilities and Deferred Inflows: \$113.4 million**
 - G.O. and revenue bonds payable: \$82.1 million
 - Net pension liability: \$10.6 million
 - Total other post-employment benefits (OPEB) liability: \$1.8 million
- **Net Position: \$119.0 million**

Long-Term Liabilities (p. 23)

Total Primary Government (Governmental and Business-type Activities)	September 30, 2020	September 30, 2019
General obligation bonds	\$57,770,000	\$54,170,000
Revenue bonds	24,325,000	25,230,000
Capital lease	1,861,762	436,620
Total OPEB liability	1,824,671	1,596,372
Net pension liability	10,580,516	14,426,100
Bond premiums	6,589,065	6,508,591
Compensated absences	963,356	882,751
Total	\$103,914,370	\$103,250,434

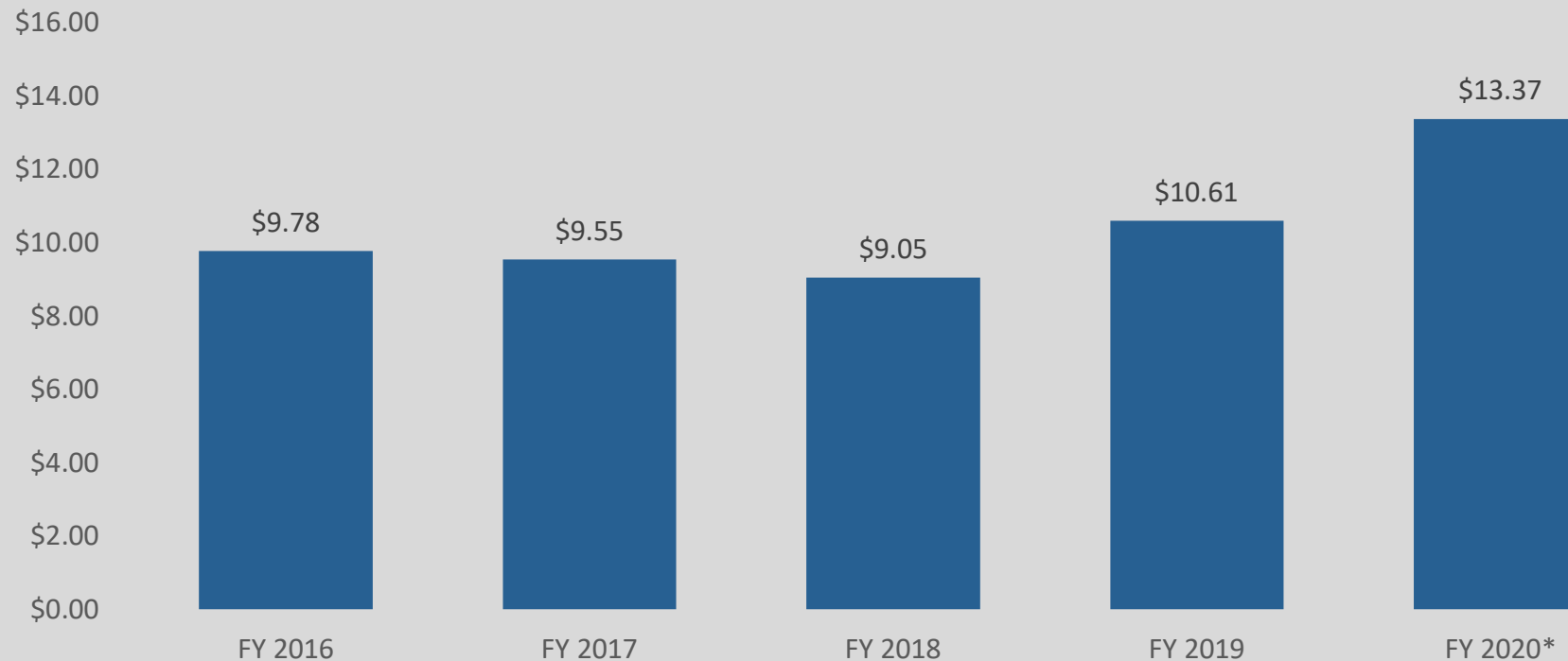
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds (p. 28)

Year ended September 30, 2020	General	Debt Service	Bond Construction	Non-major	Total
Total revenues	\$30,229,917	\$3,214,094	\$31,964	\$3,620,037	\$37,096,012
Total expenditures	30,005,151	3,367,777	7,515,710	7,685,858	48,574,496
Total other financing sources (uses), net	2,423,769	128,583	8,086,120	836,924	11,475,396
Net change in fund balances	2,648,535	(25,100)	602,374	(3,228,897)	(3,088)
Fund balance – beginning	14,223,489	57,009	2,278,662	3,257,462	19,816,622
Fund balance - ending	\$16,872,024	\$31,909	\$2,881,036	\$28,565	\$19,813,534

FY 2020 Budget to Actual – General Fund (pp. 74-81)

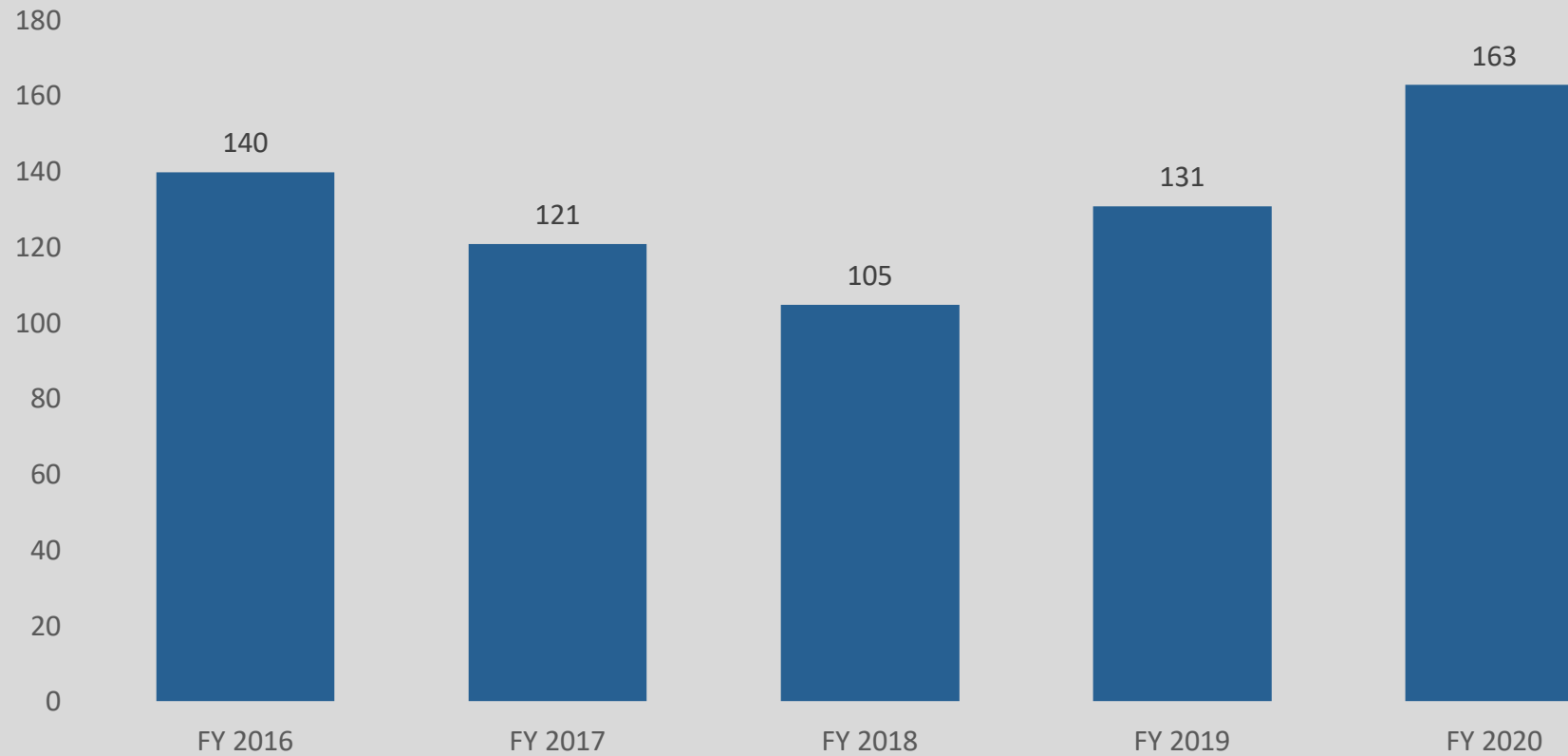
- **Actual revenues of \$30.2 exceeded budgeted amounts by \$1.9M**
- **Actual expenditures of \$30.0M were less than budgeted expenditures by \$3.4M**
- **Revenues and other sources exceeded expenditures and other uses by \$2.6M**
- **Ending fund balance for FY 2020 totaled \$16.9M**

General Fund Unassigned Fund Balance (\$M)



*Unassigned Fund Balance includes the City's 90 day operating reserve of \$6.9 million.

General Fund Unassigned Fund Balance (Days)



Statement of Revenues, Expenses, and Changes in Net Position – Water and Sewer Fund (p. 33)

	Year Ended September 30, 2020
Operating revenues	\$16,638,758
Operating expenses	(12,067,863)
Non-operating revenues	370,120
Non-operating expenses	(1,736,419)
Transfers in (out), net	(1,434,829)
Change in net position	1,769,767
Net Position – Beginning	41,098,276
Net Position – Ending	\$42,868,043

Net Position - Water and Sewer Fund

	FY 2018	FY 2019	FY 2020
Investment in capital assets	\$27,088,280	\$27,038,046	\$32,242,803
Restricted for debt service	407,562	1,912,622	2,066,530
Restricted for capital projects	175,135	70,044	120,201
Unrestricted	13,620,211	12,077,564	8,438,509*
Total Net Position	\$41,291,188	\$41,098,276	\$42,868,043

Unrestricted net position at 9/30/2020 represents 84% or 306 days of operating expenses (excluding depreciation).

* Unrestricted Net Position meets the City's 90 day reserve requirement.

Required Communications

Significant Accounting Policies

- The City's accounting policies and methods are appropriate and in accordance with industry standards.

Accounting Estimates

- The preparation of the financial statements requires that certain estimates and judgments be made by management. These judgments and estimates include:
 - Allowances for doubtful accounts
 - Useful lives of capital assets
 - Pension and OPEB liabilities, deferred inflows and outflows of resources, pension and OPEB expense
- We concluded that management has a reasonable basis for significant judgments and estimates that impact the financial statements.

Required Communications

Difficulties Encountered in Performing the Audit

- We encountered no difficulties in dealing with management in performing and completing our audit

Corrected or Uncorrected Misstatements

- There were no material misstatements that were identified by us that required management's correction

Disagreements with Management

- We had no disagreements with management over the application of accounting principles or management's judgments about accounting estimates.

Required Communications

Management Representations

- We have requested certain representations from management

Consultation with Other Accountants

- We are not aware of any situations in which management consulted with other accountants on accounting or financial reporting matters.

Major Issues Discussed with Management Prior to Retention

- We discussed the application of accounting principles and auditing standards, however, our responses were not a condition to our retention.





CITY OF FRIENDSWOOD, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2020





CITY OF FRIENDSWOOD, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED

September 30, 2020

Officials Issuing Report:

**Morad Kabiri
City Manager**

**Katina Hampton
Director of Administrative Services**



CITY OF FRIENDSWOOD, TEXAS
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INTRODUCTORY SECTION





CITY OF FRIENDSWOOD

March 22, 2021

The Honorable Mayor, Members of the City Council, and the Citizens of Friendswood:

The Annual Comprehensive Financial Report (ACFR) of the City of Friendswood for the fiscal year ended September 30, 2020, is hereby submitted. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with Generally Accepted Accounting Principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City Charter requires an annual audit of the financial statements of all of the various funds of the City by independent certified public accountants. The accounting firm of Whitley Penn LLP has performed such an audit. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2020 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2020, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City’s MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE CITY

Established in 1895 as a Quaker colony, the City of Friendswood is rich in heritage. The City was incorporated in 1960 and chartered a home-rule city under Texas law in 1971. The City operates under a Council-Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the Mayor and six (6) Council Members. The Mayor and Council are responsible, among other things, for passing ordinances, adopting the budget, appointing board and committee members and hiring the City Manager, City Attorney, Municipal Judge, and City Secretary. The City Manager is responsible for carrying out the policies and ordinances of the City Council and overseeing the day-to-day operations of the City government, and for appointing heads of various departments. The Mayor and Council are elected on an at-large, non-partisan basis. The Mayor and Council are elected to serve no more than four consecutive three-year terms.

The City provides a full range of municipal services including public safety (police, fire and emergency medical), maintenance of streets and infrastructure, sanitation services, maintenance of the treated waste distribution system and both sanitary and storm sewer collection transmission systems, recreational activities and cultural events as well as general administrative services.

FACTORS AFFECTING FINANCIAL CONDITION

Location

Encompassing 21 square miles, Friendswood is located in southeast Texas near the Texas Gulf Coast, between downtown Houston and Galveston, spanning across two counties – northern Galveston County and southern Harris County. The current estimated population is 41,003. Residents and visitors can access Friendswood through FM 2351, FM 518, and FM 528 (NASA Parkway). Hobby Airport and Ellington Airport are located within a 15 minute drive from Friendswood, and Bush Intercontinental Airport is just 45 minutes away. Major sectors of the area’s economic base include aerospace, specialty chemicals, health care, retail, and tourism.

Community

Friendswood has been nationally recognized as one of the best places to live in the country. With low tax rates, outstanding public education, and the lowest crime rate in the region, Friendswood is the perfect place to live, work, and play. The city features beautiful parks and lush landscaping, along with a championship golf course. Children academically excel via two superior public school systems – Friendswood ISD and Clear Creek ISD. These attributes perfectly match Friendswood’s affluent resident base of well-educated, high-income families. More than 50% of residents work in executive, professional, and managerial positions and generate an average household income of over \$140,000, one of the highest in the Houston area.

Business

Friendswood is the perfect choice for many types of commercial enterprises. Target markets include professional offices, retail, commercial, and light industrial developments. A key City focus is to encourage redevelopment of the downtown area and development of the City’s panhandle area. City leaders have approved special tools and incentives to revitalize downtown to promote mixed-use, multi-story developments with pedestrian streetscapes and other amenities. The City offers competitive business incentives, including a municipal grant program, tax abatement that includes “green” development, freeport

tax exemption, and downtown development fee waivers.

Quality Lifestyle

As with any city, the goal is planning for continued quality growth to create a well-balanced community. Friendswood offers single-family residential housing in pleasant park-like settings, tucked-away from the busy stream of vehicular traffic. Friendswood is committed to attracting more local enterprises that will complement and enhance the unique community environment that has been carefully built over the past 100 years; one that has come to be cherished by residents and business owners alike.

LONG TERM PLANNING

Budgeting Controls

The objective of the City's budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by Council. The charter requires the City Manager to submit a proposed budget and an accompanying message to the City Council on or before August 1. The council shall review and revise as deemed appropriate prior to general circulation for the public hearing. The Public Notice and Hearing must be posted in the city hall and published in the official newspaper. The budget must be adopted by the 15th of September or as soon thereafter as practical. The City legally adopts annual budgets for the General, Special Revenue and Debt Service Funds. Annual and project budgets are also adopted for the Proprietary and Capital Projects Funds, respectively.

The level of budgetary control; that is, the level at which expenditures cannot legally exceed the appropriated amount, is established by department within a fund. The City also maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Encumbrances lapse at fiscal year end, but can be re-appropriated through a budget amendment the following fiscal year. The City Manager is authorized to transfer budgeted amounts within departments in any fund, but revisions that increase the total expenditures of any fund or transfers between departments must be approved by Council.

Multi-Year Financial Planning

A Multi-Year financial plan (MYFP) was developed in 2006. Originally, staff was directed to develop a plan to forecast the City's financial condition through 2020, the projected build-out date. The first version of this plan was drafted and later reduced in scope to a five year projection.

The MYFP is based on the City's strategic planning efforts, including the Comprehensive Land Use Plan, Vision 2020 and the Capital Improvements Plan. Departmental operational plans funding requirements to provide programs and services are included in the MYFP as well. Funding needs and available resources, both current and alternative revenue enhancements, are identified. Expenditures are projected based on departmental needs assessments and are organized based on "one-time" and "on-going" expenditures. In collaboration with Council, the plan is updated at least annually and serves as the basis of budget development.

Relevant Financial Policies

As part of the annual budget process, the City adopts Financial Management Policy Statements that establish a framework for fiscal decision making and that ensure that financial resources are available to meet the present and future needs of its citizens. These statements provide guidelines for financial planning and management, addressing every major financial function and process.

Most importantly, the Financial Management Policy requires that the City maintain the General Fund unassigned fund balance at a minimum of 90 days of prior year audited operating expenditures. Any unassigned funds after the fiscal year-end audit will be allowed to accumulate to build this 90-day reserve. After the General Fund has gathered sufficient resources, additional unassigned funds will be allowed to accumulate for future General Fund capital improvements.

The Financial Management Policy also requires the minimum working capital in the Water and Sewer Fund be 90 days of prior year audited operating expenditures. Any unrestricted funds after the fiscal year-end audit will be allowed to accumulate to build this 90-day reserve. After these funds have gathered sufficient resources, additional unrestricted funds will be allowed to accumulate in working capital for future utility /operating fund capital improvements.

Awards

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Friendswood for its annual comprehensive financial report for the fiscal year ended September 30, 2019. This was the thirty-second consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgements

The preparation of the annual comprehensive financial report was made possible by the dedicated service of the entire staff of the Administrative Services Department. Each member of the department has my sincere appreciation for the contributions made in the preparation of this report.

In closing, I also express my thanks to the Mayor, members of the City Council and the City Manager for their leadership, interest and support in conducting the financial operations of the City in a responsible and progressive manner.

Sincerely,

A handwritten signature in black ink that reads "Katina Hampton". The signature is written in a cursive, flowing style.

Katina Hampton
Director of Administrative Services

CITY OF FRIENDSWOOD, TEXAS**PRINCIPAL OFFICIALS***September 30, 2020*

Elected Officials	Position	Term Expires
Mike Foreman	Mayor	May 2021
Steve Rockey	Council Member - Position No. 1	May 2021
Sally Branson	Council Member - Position No. 2	May 2023
Trish Hanks	Council Member - Position No. 3	May 2021
Robert J. Griffon	Council Member - Position No. 4	May 2022
John H. Scott	Council Member - Position No. 5	May 2023
Brent Erenwert	Council Member - Position No. 6	May 2022

Key Staff	Position
Morad Kabiri	City Manager
Steven Rhea	Assistant City Manager
Katina Hampton	Director of Administrative Services
Aubrey Harbin	Director of Community Development
Jildardo Arias	Director of Engineering
Matt Riley	Library Director
Brian Mansfield	Fire Marshal/Emergency Management Coordinator
William Bender	Director of Human Resources
James O'Brien	Director of Information Technology
Rene Ibarra	Director of Public Works
James Toney	Director of Parks and Recreation
Melinda Welsh	City Secretary
Robert B. Wieners	Police Chief
Mary K. Fischer	City Attorney
James W. Woltz	Judge - Municipal Court



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Friendswood
Texas**

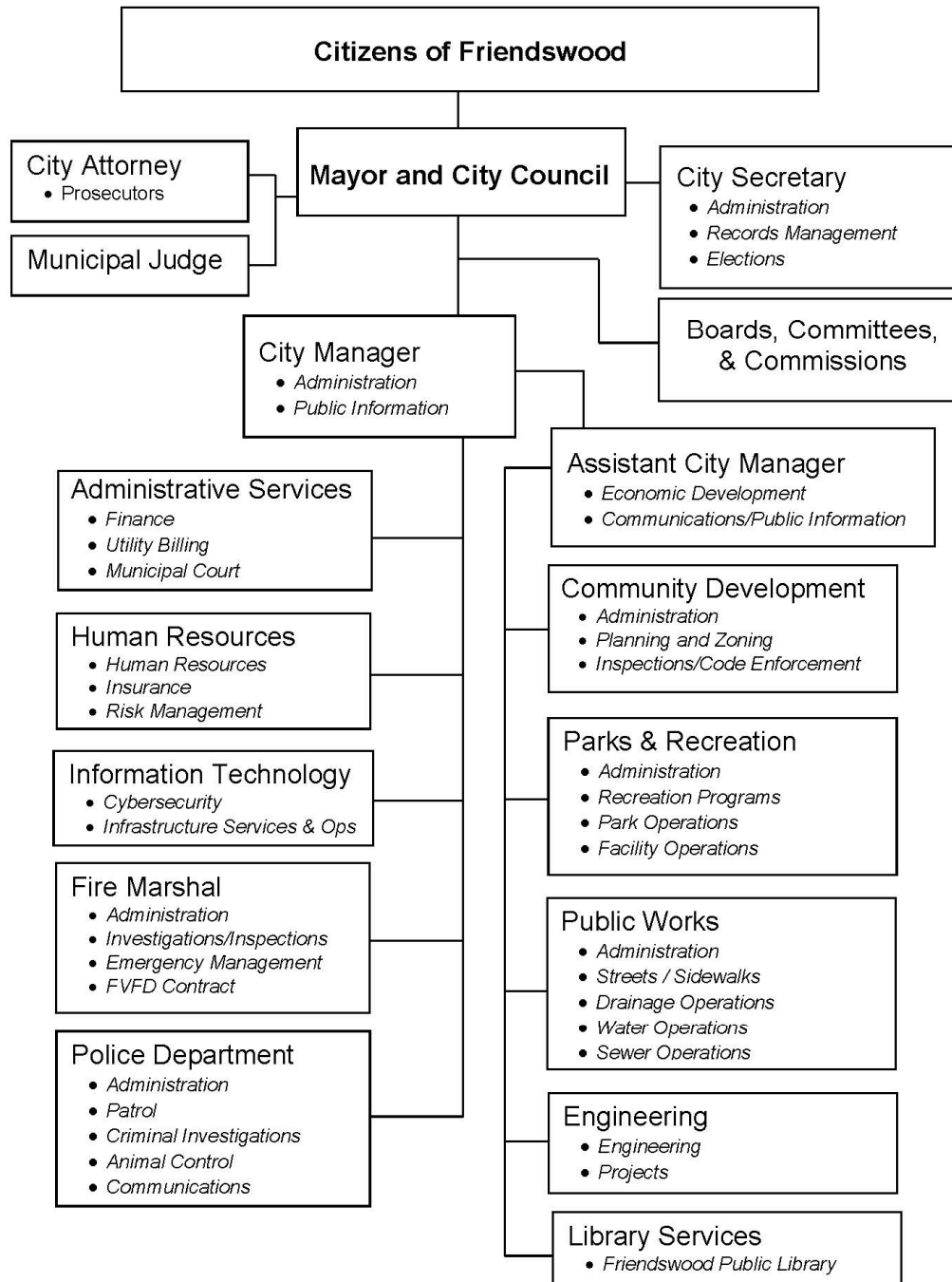
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrell

Executive Director/CEO

CITY OF FRIENDSWOOD, TEXAS
ORGANIZATIONAL CHART





FINANCIAL SECTION



REPORT OF INDEPENDENT AUDITORS

The Honorable Mayor and
Members of the City Council
City of Friendswood, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Friendswood, Texas (the “City”), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of West Ranch Management District, which is a discretely presented component unit. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it related to the amounts included for the West Ranch Management District, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. The financial statements of the West Ranch Management District were not audited in accordance with *Government Auditing Standards*.

The Honorable Mayor and
Members of the City Council
City of Friendswood, Texas

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 8 through 19, budgetary comparison information on pages 74 through 83, pension system supplementary information and other post-employment benefit supplementary information on pages 84 through 88, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, budgetary schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and budgetary schedules are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and budgetary schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

The Honorable Mayor and
Members of the City Council
City of Friendswood, Texas

Other Reporting Required By *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance and has been issued under separate cover.

Whitley Penn LLP

Houston, Texas
March 22, 2021



MANAGEMENT'S DISCUSSION AND ANALYSIS

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS

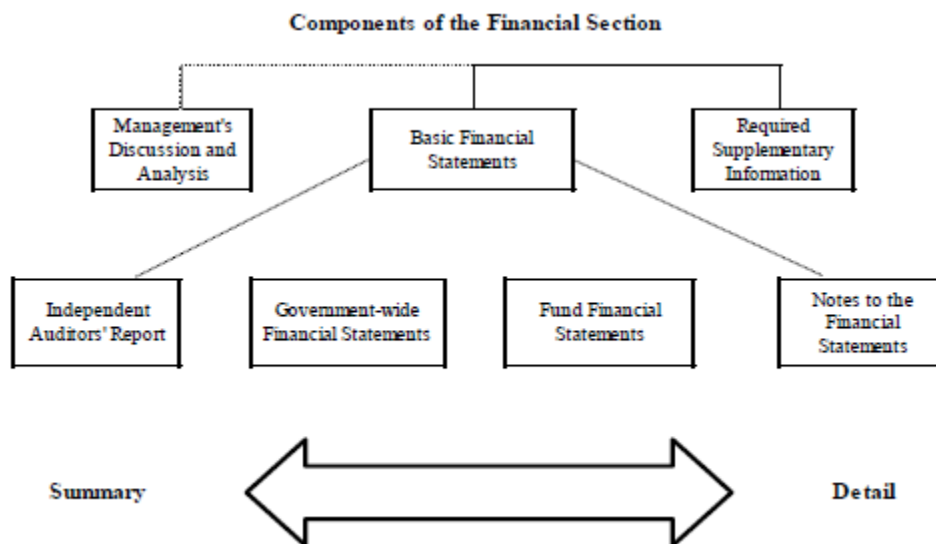
As management of the City of Friendswood, Texas ("the City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2020. Please read this information in conjunction with the basic financial statements that follow this section.

Financial Highlights

Some of the City's financial highlights for the fiscal year ending September 30, 2020 include:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$119,028,711.
- The City's total net position increased during the year by \$1,701,632. The City's net pension and total OPEB liabilities were \$10.6 million and \$1.8 million, respectively. The net pension liability decreased by \$3.8 million and the total OPEB liability increased by \$228 thousand compared to the prior year.
- As of the close of the current fiscal year, the City reported unrestricted net position of \$11,002,456.
- Program revenues of \$23,016,032 reduced the net cost of the City's functions to be financed from the City's general revenues to \$29,516,915 .

Overview of the Financial Statements



This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Government-wide Financial Statements

The government-wide financial statements report information for the City as a whole. These statements include transactions and balances relating to all assets, including infrastructure capital assets. These statements are designed to provide information about cost of services, operating results, and financial position of the City as an economic entity. The Statement of Net Position and the Statement of Activities, which appear first in the City's financial statements, report information on the City's activities that enable the reader to understand the financial condition of the City. These statements are prepared using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources with the difference reported as *net position*. Over time, increases or decreases in the net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other non-financial factors, such as the City's property tax base and the condition of the City's infrastructure, need to be considered in order to assess the overall health of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows – the accrual method rather than modified accrual that is used in the fund level statements.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from functions that are intended to recover all or significant portion of their costs through user fees (business-type activities).

- Governmental activities – Most of the City's basic services are reported here including general government (mayor and council, city secretary, city manager, administrative services, human resources, and information technology); public safety (police and fire marshal); engineering (capital projects administration); public works (streets and drainage); community development (building inspection and planning and zoning); parks and recreation (parks, facility operations and community activities) and library. Interest payments on the City's debt are also reported here. Property tax, sales tax, franchise taxes, municipal court fines and permit fees finance most of the activities.
- Business-type activities – Services involving a fee for those services, which include the City's water and sewer system are reported here.

Component Units – activities include activities of the West Ranch Management District and Friendswood Downtown Economic Development Corporation.

Fund Financial Statements

A fund is a self-balancing set of accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City uses two fund types – governmental and proprietary.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements with the exclusion of internal service fund activity. However, unlike the government-wide financial statements, governmental funds focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, the reader may better understand the long-term impact of the government's near-term financial decisions. Both the governmental fund balance sheet and the governmental statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains thirteen governmental funds. Information is presented separately in the governmental funds balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance for the General Fund, Debt Service Fund, and Bond Construction Fund, which are considered to be major funds. The other ten funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements found in this report.

Proprietary Funds

The City maintains two types of proprietary funds: enterprise and internal service funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses an enterprise fund to account for its operation in water distribution and wastewater collection/treatment along with its water and wastewater impact fees, and water construction projects. Management would note that trash collection services are provided by a third-party contract.

Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses an internal service fund to account for fleet management services. Because these services predominately benefit governmental rather than business-type functions, they have been included within the governmental activities in the government-wide financial statements.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide fund financial statements. The notes are the last section of the basic financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain Required Supplementary Information ("RSI"). The City adopts an annual appropriated budget for its General Fund. A budgetary comparison schedule has been provided as RSI to demonstrate compliance with this budget. RSI can be found after the notes to the financial statements. The RSI also includes schedules related to the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees.

The combining and individual nonmajor fund financial statements and budgetary schedules that further support the information in the financial statements are presented immediately following the required supplementary information.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. For the City, assets and deferred outflows of resources exceed liabilities and deferred inflows of resources by \$119,028,711 as of September 30, 2020 in the primary government, which is an increase in the City's overall financial position compared to the prior year.

The largest portion of the City's net position (85.1%) reflects its investments in capital assets (e.g., land, buildings and improvements, machinery and equipment, infrastructure, water and sewer system, construction in progress and water rights); less any debt outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the assets themselves cannot be used to liquidate these liabilities.

The following table reflects the condensed Statement of Net Position.

	Governmental Activities		Business Type Activities		Totals	
	2020	2019	2020	2019	2020	2019
Current and other assets	\$ 26,111,095	\$ 23,878,061	\$ 33,820,399	\$ 37,757,920	\$ 59,931,494	\$ 61,635,981
Capital assets	105,843,302	98,039,901	62,204,855	59,766,588	168,048,157	157,806,489
Total assets	131,954,397	121,917,962	96,025,254	97,524,508	227,979,651	219,442,470
Deferred outflows of resources	3,381,110	5,468,313	1,097,676	1,389,888	4,478,786	6,858,201
Total assets and deferred outflows of resources	135,335,507	127,386,275	97,122,930	98,914,396	232,458,437	226,300,671
Long-term liabilities	51,912,775	47,625,985	52,001,595	55,624,449	103,914,370	103,250,434
Other Liabilities	4,971,167	3,092,062	1,895,345	2,101,516	6,866,512	5,193,578
Total Liabilities	56,883,942	50,718,047	53,896,940	57,725,965	110,780,882	108,444,012
Deferred inflows of resources	2,290,897	439,425	357,947	90,155	2,648,844	529,580
Net position:						
Net investment in capital assets	68,990,597	66,823,023	32,242,803	27,038,046	101,233,400	93,861,069
Restricted	4,606,124	4,003,468	2,186,731	1,982,666	6,792,855	5,986,134
Unrestricted	2,563,947	5,402,312	8,438,509	12,077,564	11,002,456	17,479,876
Total net position	\$ 76,160,668	\$ 76,228,803	\$ 42,868,043	\$ 41,098,276	\$ 119,028,711	\$ 117,327,079

A portion of the primary government's net position, \$6,792,855 or 5.7%, represents resources that are subject to external restrictions on how they may be used. These restrictions include monies accounted for in special revenue funds for which the use is legally restricted and capital project funds. The remaining balance of unrestricted net position, \$11,002,456 or 9.2%, may be used to meet the City's ongoing obligations to citizens and creditors.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The following table provides a summary of the City's changes in net position.

	Governmental Activities		Business Type Activities		Totals	
	2020	2019	2020	2019	2020	2019
Revenues						
Program Revenues:						
Charges for services	\$ 2,215,721	\$ 2,147,633	\$ 16,638,758	\$ 13,669,552	\$ 18,854,479	\$ 15,817,185
Operating grants and contributions	3,430,645	1,842,704	22,602	-	3,453,247	1,842,704
Capital grants and contributions	708,306	-	-	-	708,306	-
General Revenues:						
Property taxes	18,731,549	18,111,247	-	-	18,731,549	18,111,247
Sales and alcohol taxes	8,846,359	8,407,249	-	-	8,846,359	8,407,249
Franchise taxes	2,142,660	2,054,395	-	-	2,142,660	2,054,395
Investment earnings	880,606	526,867	347,518	681,288	1,228,124	1,208,155
Miscellaneous	269,855	351,165	-	-	269,855	351,165
Total revenues	37,225,701	33,441,260	17,008,878	14,350,840	54,234,579	47,792,100
Expenses						
General government	6,119,806	5,912,467	-	-	6,119,806	5,912,467
Public safety	15,501,734	15,134,465	-	-	15,501,734	15,134,465
Public works	8,840,113	7,897,373	-	-	8,840,113	7,897,373
Engineering	434,976	-	-	-	434,976	-
Community development	1,122,506	1,359,878	-	-	1,122,506	1,359,878
Parks and recreation	4,439,511	4,839,076	-	-	4,439,511	4,839,076
Library services	1,214,130	1,257,970	-	-	1,214,130	1,257,970
Water and sewer	-	-	12,071,159	11,507,880	12,071,159	11,507,880
Interest on long-term debt	1,055,889	923,350	1,733,123	1,579,182	2,789,012	2,502,532
Total Expenses	38,728,665	37,324,579	13,804,282	13,087,062	52,532,947	50,411,641
Increase (decrease) in net position						
before transfers	(1,502,964)	(3,883,319)	3,204,596	1,263,778	1,701,632	(2,619,541)
Transfers	1,434,829	1,456,690	(1,434,829)	(1,456,690)	-	-
Change in net position	(68,135)	(2,426,629)	1,769,767	(192,912)	1,701,632	(2,619,541)
Net position - beginning	76,228,803	78,655,432	41,098,276	41,291,188	117,327,079	119,946,620
Net position - ending	\$ 76,160,668	\$ 76,228,803	\$ 42,868,043	\$ 41,098,276	\$ 119,028,711	\$ 117,327,079

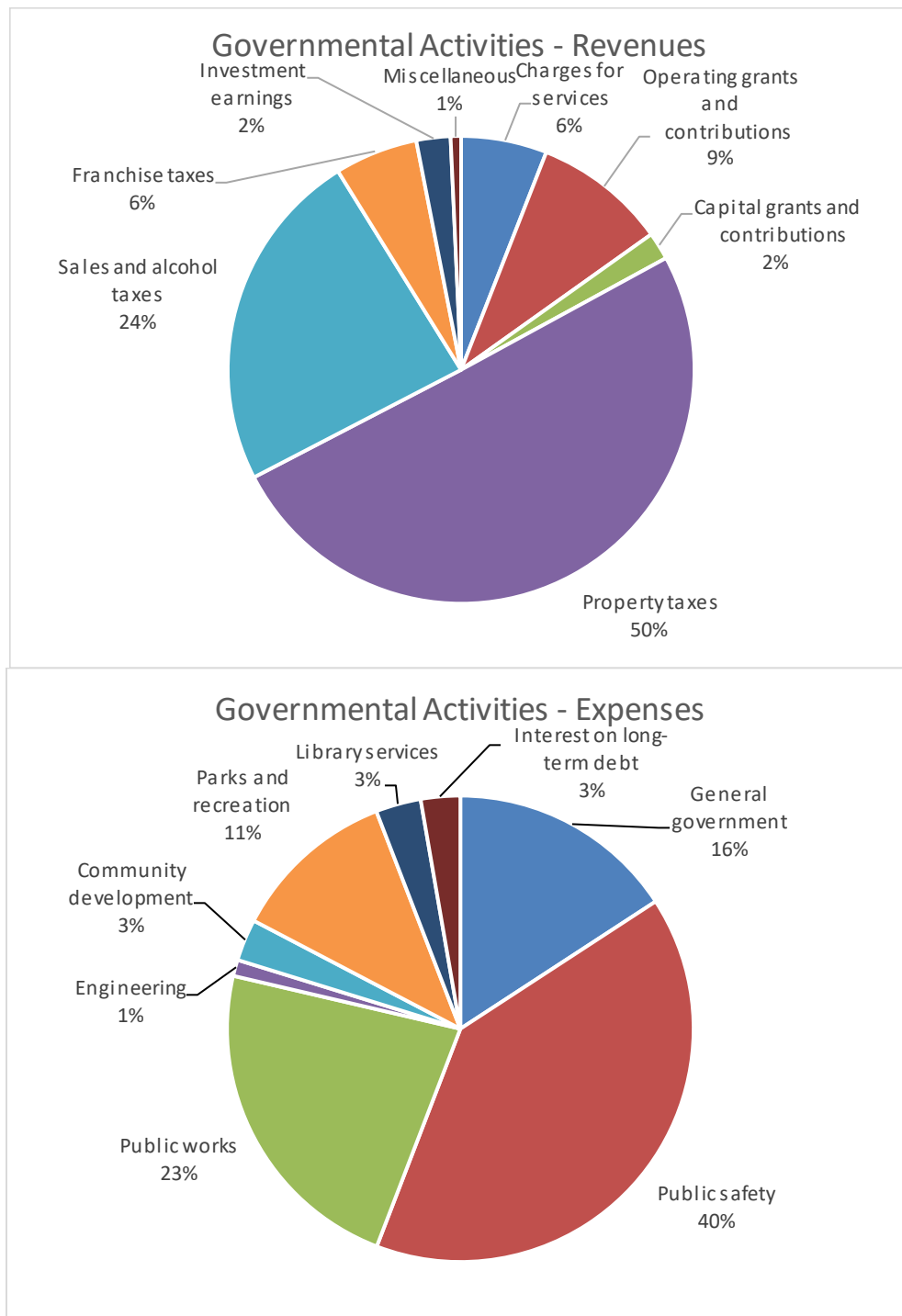
Governmental Activities

Governmental activities decreased the City's net position by \$68,135. Key elements of this change are as follows:

- Property taxes continue to be the City's largest revenue source. Property tax revenue increased by \$620,302 due to increase in taxable values as well as new construction with the City.
- Sales and alcohol tax revenue remained strong during fiscal year 2020, providing a 5.22% increase for the year, from \$8.4 million to \$8.8 million. This increase is primarily a result of new businesses opening during the fiscal year which includes several fast food establishments.
- Operating grants and contributions increased \$1.6 million from prior year. This increase is primarily a result of the City being awarded \$1.9 million in Coronavirus, Aid, Relief and Economic Security Act (CARES Act) funds. This increase is offset by a \$0.5 million decrease in Hurricane Harvey funds.
- Capital grants and contributions increased \$708,306 as a result of the City receiving Hazard Mitigation Grant Program funds in the current year for the acquisition and demolition of flood-prone properties.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

- Total expenses increased \$1.4 million from the prior year. The largest increase was in Public Works expenses of \$0.9 million related to capital asset improvements. Public Safety expenses increased \$0.4 million as a result of expenses incurred due to the COVID-19 pandemic. Also, in the current year, an Engineering department was established to handle the administration of capital projects which accounted for an increase of approximately \$0.4 million in expenses. These increases were offset by a decrease in Parks and Recreation expenses of \$0.4 million due to the cancellation of events and programs due to the COVID-19 pandemic.

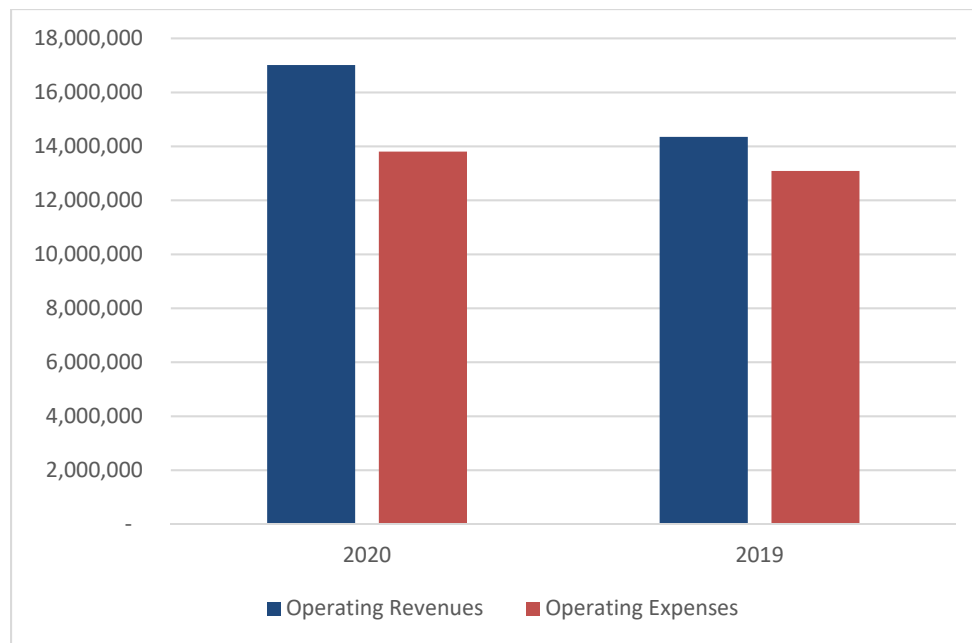


CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Business-Type Activities

Business-type activities increased the City's net position by \$1,769,767. Key elements of this change are as follows:

- Revenues increased by \$2.7 million or 18.5% resulting from an increase in utility rates. Expenses increased \$0.7 million or 5.5% due to the additional amounts paid to the City of Houston for true up costs related to the capital improvements at the Southeast Water Purification Plant.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the year.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$19,813,534. Approximately 58.28% of this amount or \$11,547,316 is unassigned fund balance; however, \$6.9 million is set aside for the 90-day operating reserve, as set forth in the City's financial policies.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The remaining \$8,266,218 is nonspendable, restricted, or assigned as follows:

1.35% - Nonspendable	
Prepaid items	\$ 172,721
Notes receivable	83,075
Permanent fund	11,070
Total Nonspendable	<u>\$ 266,866</u>
27.29% - Restricted	
Public education and government channels	\$ 650,424
Debt service	31,909
Municipal court operations	235,123
Public safety operations	962,163
Capital projects	3,527,988
Total Restricted	<u>\$ 5,407,607</u>
13.08% - Assigned	
Purchases on order	\$ 417,134
Capital projects	2,174,611
Total Assigned	<u>\$ 2,591,745</u>

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, total fund balance reached \$16.9 million of which unassigned fund balance of the General Fund was \$13.4 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned and total fund balance to total fund expenditures. Unassigned fund balance represents 44.6% of total General Fund expenditures, while total fund balance represents 56.2% percent of that same amount. At year end, the City's operating reserve was \$6.9 million, representing 25% of total General Fund expenditures, excluding capital expenditures.

Key differences between last year's General Fund activity and this year's include:

- \$2.4 million increase in total revenues – This increase is primarily related to \$1.9 million in CARES Act funds received in the current year. In addition, property tax revenue increased \$0.8 million due to increased property tax values and new construction in the City and a \$0.4 million increase in sales tax revenue due to new businesses opening within the City.
- \$0.5 million increase in total expenditures – Most of the fluctuations between the current year and prior year can be attributed to the COVID-19 pandemic. Public Safety expenditures increased \$0.8 million primarily due to expenditures incurred in order to respond to the public health emergency. However, Parks and Recreation expenditures decreased \$0.4 million as a result of programs and events being cancelled due to the virus.

The Debt Service Fund had a total fund balance of \$31,909 at the end of the fiscal year, all of which is restricted for the payment of debt service. The net decrease in fund balance during the year was \$25,100.

The fund balance of the Bond Construction Fund was \$2,881,036, an increase of \$602,374 compared to the prior year. The increase was a result of the issuance of debt for capital projects, offset by the costs incurred on those projects during the fiscal year.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Other non-major governmental funds fund balance decreased by \$3.2 million. This decrease is primarily a result of a decrease of \$2.2 million in the Street Improvement fund and \$1.7 million of expenditures that are pending grant approval as of September 30, 2020. These decreases are offset by an increase of \$0.8 million in the Fire/EMS Donation Fund. In 2020, the Friendswood Volunteer Fire Department returned to the City \$500,000 from previous years' donations so that the City could maintain its Capital Asset Replacement Plan going forward.

Proprietary Funds

The City's proprietary funds financial statements provide the same type of information found in the government-wide financial statements, but in more detail.

At the end of the year, unrestricted net position was \$8.4 million for the Water and Sewer Fund. The total increase in the net position of the Water and Sewer Fund was \$1,769,767. Other factors concerning the finances of this fund have already been addressed in the discussion of the City's business-type activities.

Unrestricted net position of the Internal Service Fund was \$923,812. The net position of the Internal Service Fund increased by \$451,674 resulting from lease revenue from the City's participating funds.

General Fund Budgetary Highlights

The City made revisions to the original appropriations approved by the City Council. Budgeted revenues increased by \$59,455 or 0.21% and expenditures were increased by \$3,259,639 or 10.82%.

Total revenues were above budget by \$1,915,889. The more significant variances are detailed below:

- \$607,963 below budget in property taxes due to the impact of tax year 2019 protest and freeze ceiling property value.
- \$443,352 above budget in sales and alcohol taxes due to the opening of new businesses during the fiscal year which included several fast food establishments.
- \$237,119 below budget in permits and fees as a result of a decrease in residential growth.
- \$2,377,534 above budget in intergovernmental revenue primarily as a result of federal funds received from the CARES Act and from FEMA for Hurricane Harvey.

Total expenditures of the General Fund were \$3,372,650 below the final expenditure budget. The more significant variances are detailed below:

- \$538,328 below budget in general government expenditures as a result of a decrease in other services and charges (legal, contract, consulting, etc.)
- \$252,124 below budget in public safety as a result of decreased personnel expenditures.
- \$239,835 below budget in public works due to personnel vacancies and a decrease in streets and drainage repairs and maintenance.
- \$668,191 below budget in parks and recreation due to the cancellation of programs and events (i.e. July 4th celebration and summer day camp program) due to the COVID-19 pandemic, and a decrease in personnel costs in park operations and a decrease in other services and charges in facility operations.
- \$1,492,341 below budget in capital improvements due to projects either not being started or completed in the current fiscal year. These projects are primarily related to streets.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Capital Assets

The City's investment in capital assets (net of accumulated depreciation) for its governmental and business-type activities as of September 30, 2020 is \$168.0 million. The investment in capital assets include land, buildings and improvements, machinery and equipment, infrastructure, water and sewer system, water rights and construction in progress.

Major capital events during the year included the following:

- Business-type improvements include the Blackhawk Wastewater Treatment Plant 3rd Clarifier, Water Distribution Line on Beamer Road, Portable Generators, and a Load Bank. The total cost of these projects was \$6.16 million. Of this amount, \$6.2 million was costs incurred in prior years and was reclassified in the current fiscal year to water and sewer improvements.
- The City purchased six buyout properties using grant funding. The total cost of these properties was \$2.59 million.
- Heavy equipment purchases included: Spartan fire truck, sewer vacuum truck, street sweeper, two new EMS ambulances, and a skid steer track loader. The total cost of these assets was \$1.64 million.
- San Joaquin Bridge was rehabilitated and the driveway at the Animal Control building was reconstructed. The total cost for both projects was \$301,822.
- Technology additions and improvements included conference room upgrades, council chamber upgrades, weather & flood gauges, toughbooks, a plotter, and other various digital improvements throughout City facilities. The total cost for these projects was approximately \$505,917.
- The City purchased 15 new vehicles and 1 new trailer. Public Safety received 14 of the new vehicles for a total cost of \$440,425. Community Development purchased a new vehicle with a cost of \$24,786. The Public Works department purchased the trailer for a total cost of \$6,525.
- The Public Safety department also gained a new K-9 officer named Rick. The cost for the service animal was \$14,500.
- City Parks received improvements of a Boat Ramp at 1776 Park and a new Gate and Fence at Old City Park. The total for these projects was \$50,000.
- The following major projects are in Construction in Progress at the end of fiscal year 2020: Blackhawk Boulevard Phase II, Monument Sign at the Dog Park, Imperial Estates Inline Detention Pond, Friendswood Lakes Boulevard, a Fiber Optic connection project, the relocation of the Disc Golf Course, Lift Station #23 Replacement, 42" Southeast Transmission Water Line, Lift Station Mitigation Program, and a Sanitary Sewer Assessment – Phase V & VI.

	Governmental Activities		Business-type Activities		Totals	
	2020	2019	2020	2019	2020	2019
Land	\$ 28,344,769	\$ 25,759,306	\$ 319,473	\$ 319,473	\$ 28,664,242	\$ 26,078,779
Buildings and improvements	21,644,179	23,351,127	358,363	378,120	22,002,542	23,729,247
Machinery and equipment	6,503,500	4,884,383	2,600,356	2,686,808	9,103,856	7,571,191
Infrastructure	38,014,849	40,295,186	34,251,770	29,883,125	72,266,619	70,178,311
Water rights	-	-	19,716,695	19,716,695	19,716,695	19,716,695
Construction in progress	11,336,005	3,749,899	4,958,198	6,782,367	16,294,203	10,532,266
	<u>\$ 105,843,302</u>	<u>\$ 98,039,901</u>	<u>\$ 62,204,855</u>	<u>\$ 59,766,588</u>	<u>\$ 168,048,157</u>	<u>\$ 157,806,489</u>

More detailed information on the City's capital assets is presented in Note 4 to the financial statements.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Debt Administration

At the end of the current fiscal year, the City had a total bonded debt, premiums and capital lease obligation of \$90.6 million.

	Governmental Activities		Business-type Activities		Totals	
	2020	2019	2020	2019	2020	2019
General obligation bonds	\$ 35,390,000	\$ 29,730,000	\$ 22,380,000	\$ 24,440,000	\$ 57,770,000	\$ 54,170,000
Revenue bonds	-	-	24,325,000	25,230,000	24,325,000	25,230,000
Premium on bond issuance	2,668,822	2,293,508	3,920,243	4,215,083	6,589,065	6,508,591
Capital leases	1,861,762	436,620	-	-	1,861,762	436,620
	<u>\$ 39,920,584</u>	<u>\$ 32,460,128</u>	<u>\$ 50,625,243</u>	<u>\$ 53,885,083</u>	<u>\$ 90,545,827</u>	<u>\$ 86,345,211</u>

The City's General Obligation and Revenue Bonds bond ratings are listed below:

	Standard & Poor's
General Obligation Bonds	AA+
Revenues Bonds	AA-

More detailed information about the City's outstanding debt can be found in Note 5 to the financial statements.

Economic Factors and Next Year's Budgets and Rates

Friendswood continues to experience moderate growth. The City's current population is estimated to be 41,637. Friendswood is expected to reach build out with an estimated population of 58,012. The City is continuing to focus on economic development initiatives, including the revitalization of downtown and a large residential and commercial development called West Ranch. The West ranch residential development is currently under way, with commercial construction scheduled to follow as the area's residential population grows.

The City's largest single source of revenue in the General Fund continues to be ad valorem taxes. The City's 2020-2021 budget was adopted with revenues and expenditures based on a tax rate of \$0.497314 per \$100 taxable value. However, the City Council voted to approve a rate of \$0.487314 per \$100 taxable value and the budget was subsequently amended. This rate consists of a maintenance and operation (M&O) tax rate of \$0.3921 and an interest and sinking (debt service) tax rate of \$0.0952. The rate was set based on a net assessed value of \$3,918,863,732. This is an increase of \$246,671,741 from certified taxable values for tax year 2019. The City's financial management policy sets the guideline to maintain the fund balance and net position of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position from unforeseeable emergencies.

The City second largest source of revenue in the General Fund is sales tax. The City anticipates an increase in this revenue stream from the prior year and has adjusted the budget from \$6,597,532 to \$7,261,012. The franchise fees budget decreased from \$2,155,318 to \$2,101,190 and the budget for license and permits has been increased from \$857,216 to \$874,049. If all projections are accurate, the total General Fund unassigned fund balance net of the 90-day operating requirement (\$6.9 million) is estimated to be approximately \$6.0 million at September 30, 2021. Water revenues are budgeted at \$8,227,489 which is a decrease of \$843,394 in revenues, or 9.30 percent. Sewer revenues are budgeted at \$7,499,460 which is an increase of \$962,707 or 14.73 percent. Water and Sewer Fund working capital, net of the 90-day operating requirement (\$2.5 million) is projected to be (\$0.8) million at the end of fiscal year 2021.

CITY OF FRIENDSWOOD, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Pursuant to the City's financial management policy, funds in excess of the 90-day operating reserve are designated for future capital improvements.

Requests for Information

The financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the City's finance and to show the City's accountability for the money it receives. If you have questions about this report or need additional information, contact Administrative Services, P.O. Box 1288, Friendswood, Texas 77549-1288, or call Katina Hampton at 281-996-3221, or email khampton@friendswood.com.

Separately issued financial statements for the West Ranch Management District can be obtained by writing to: West Ranch Management District, a Component Unity of the City of Friendswood, c/o Allen Boone Humphries LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.



BASIC FINANCIAL STATEMENTS



CITY OF FRIENDSWOOD, TEXAS

STATEMENT OF NET POSITION

September 30, 2020

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	West Ranch Management District	Friendswood Downtown EDC
Assets					
Cash and cash equivalents	\$ 2,697,965	\$ 1,374,577	\$ 4,072,542	\$ 1,642,649	\$ 214,172
Investments	18,180,353	8,351,538	26,531,891	3,052,345	1,302,053
Receivables, net of allowances					
Taxes	2,445,410	-	2,445,410	17,996	102,244
Customer accounts	394,723	3,561,441	3,956,164	-	-
Other	336,935	-	336,935	-	-
Accrued interest	35,172	17,591	52,763	19	2,320
Due from other governments	1,847,816	-	1,847,816	-	-
Prepaid items	172,721	52,573	225,294	309	-
Working capital deposit	-	514,784	514,784	-	-
Restricted cash equivalents	-	19,947,895	19,947,895	-	-
Capital Assets:					
Non-depreciable	39,680,775	24,994,366	64,675,141	7,758,982	-
Depreciable, net	66,162,527	37,210,489	103,373,016	377,675	-
Total Capital Assets	105,843,302	62,204,855	168,048,157	8,136,657	-
Total Assets	131,954,397	96,025,254	227,979,651	12,849,975	1,620,789
Deferred Outflows of Resources					
Deferred loss on issuance of refunding bonds	261,845	715,296	977,141	314,908	-
Deferred outflow of resources for pensions	2,856,333	350,148	3,206,481	-	-
Deferred outflow of resources for OPEB	262,932	32,232	295,164	-	-
Total Deferred Outflows of Resources	3,381,110	1,097,676	4,478,786	314,908	-
Total Assets and Deferred Outflows of Resources	135,335,507	97,122,930	232,458,437	13,164,883	1,620,789
Liabilities					
Accounts payable	3,516,915	780,270	4,297,185	33,102	-
Accrued liabilities	911,606	82,017	993,623	-	-
Retainage payable	290,164	66,898	357,062	-	-
Accrued interest	99,152	158,221	257,373	221,455	-
Unearned revenue	-	264,473	264,473	-	-
Customer deposits	-	543,466	543,466	-	-
Due to other governments	153,330	-	153,330	-	-
Noncurrent liabilities:					
Due within one year	2,726,220	3,037,153	5,763,373	850,000	-
Due in more than one year	38,046,953	47,698,857	85,745,810	21,948,405	-
Net pension liability	9,552,759	1,027,757	10,580,516	-	-
Total OPEB liability	1,586,843	237,828	1,824,671	-	-
Total Liabilities	56,883,942	53,896,940	110,780,882	23,052,962	-
Deferred Inflows of Resources					
Deferred gain on issuance of refunding bonds	64,401	33,356	97,757	-	-
Deferred Inflows of resources for pensions	1,998,994	297,136	2,296,130	-	-
Deferred Inflows of resources for OPEB	227,502	27,455	254,957	-	-
Total Deferred Inflows of Resources	2,290,897	357,947	2,648,844	-	-
Net Position					
Net investment in capital assets	68,990,597	32,242,803	101,233,400	2,566,694	-
Restricted for:					
Public education and government channels	650,424	-	650,424	-	-
Debt service	-	2,066,530	2,066,530	2,003,813	-
Municipal court operations	235,123	-	235,123	-	-
Economic development	-	-	-	-	1,620,789
Public safety	962,163	-	962,163	-	-
Community development - nonexpendable	11,070	-	11,070	-	-
Capital projects	2,747,344	120,201	2,867,545	53,969	-
Unrestricted	2,563,947	8,438,509	11,002,456	(14,512,555)	-
Total Net Position	\$ 76,160,668	\$ 42,868,043	\$ 119,028,711	\$ (9,888,079)	\$ 1,620,789

See notes to the financial statements.

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2020

Page 1 of 2

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government				
Governmental Activities:				
General government	\$ 6,119,806	\$ 930,686	\$ 16,000	\$ -
Public safety	15,501,734	871,714	3,398,685	30,487
Public works	8,840,113	222,337	-	677,819
Engineering	434,976	-	-	-
Community development	1,122,506	9,275	-	-
Parks and recreation	4,439,511	181,709	15,960	-
Library services	1,214,130	-	-	-
Interest on long-term debt	1,055,889	-	-	-
Total Governmental Activities	38,728,665	2,215,721	3,430,645	708,306
Business-type Activities:				
Water and sewer	13,804,282	16,638,758	22,602	-
Total Business-type Activities	13,804,282	16,638,758	22,602	-
Total Primary Government	52,532,947	18,854,479	3,453,247	708,306
Component Units				
West Ranch Management District	1,668,164	-	-	-
Friendswood Downtown EDC	19,780	-	-	-
Total Component Units	\$ 1,687,944	\$ -	\$ -	\$ -

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2020

Page 2 of 2

Functions/Programs	Net (Expense) Revenue and Changes in Net Position				
	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	West Ranch Management District	Friendswood Downtown EDC
Primary government					
Governmental Activities:					
General government	\$ (5,173,120)	\$ -	\$ (5,173,120)	\$ -	\$ -
Public safety	(11,200,848)	-	(11,200,848)	-	-
Public works	(7,939,957)	-	(7,939,957)	-	-
Engineering	(434,976)	-	(434,976)	-	-
Community development	(1,113,231)	-	(1,113,231)	-	-
Parks and recreation	(4,241,842)	-	(4,241,842)	-	-
Library services	(1,214,130)	-	(1,214,130)	-	-
Interest on long-term debt	(1,055,889)	-	(1,055,889)	-	-
Total Governmental Activities	(32,373,993)	-	(32,373,993)	-	-
Business-type Activities:					
Water and sewer	-	2,857,078	2,857,078	-	-
Total Business-type Activities	-	2,857,078	2,857,078	-	-
Total Primary Government	(32,373,993)	2,857,078	(29,516,915)	-	-
Component Units					
West Ranch Management District				(1,668,164)	-
Friendswood Downtown EDC				-	(19,780)
Total Component Units				(1,668,164)	(19,780)
General revenues:					
Taxes:					
Property taxes	18,731,549	-	18,731,549	2,637,632	-
Franchise and other taxes	2,142,660	-	2,142,660	-	-
Sales taxes	8,846,359	-	8,846,359	-	583,075
Interest	880,606	347,518	1,228,124	35,613	-
Gain on disposal of capital assets	-	-	-	-	13,679
Miscellaneous	269,855	-	269,855	-	-
Transfers	1,434,829	(1,434,829)	-	-	-
Total general revenues and transfers	32,305,858	(1,087,311)	31,218,547	2,673,245	596,754
Change in net position	(68,135)	1,769,767	1,701,632	1,005,081	576,974
Net Position - beginning	76,228,803	41,098,276	117,327,079	(10,893,160)	1,043,815
Net Position - ending	\$ 76,160,668	\$ 42,868,043	\$ 119,028,711	\$ (9,888,079)	\$ 1,620,789

CITY OF FRIENDSWOOD, TEXAS

BALANCE SHEET

September 30, 2020

	General Fund	Debt Service Fund	Bond Construction	Total Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 1,997,862	\$ 4,046	\$ 42,377	\$ 523,381	\$ 2,567,666
Investments	10,840,098	24,598	3,344,981	3,178,522	17,388,199
Receivables, net of allowance:					
Taxes receivables	2,088,159	50,519	-	306,732	2,445,410
Customer accounts	392,170	-	-	2,553	394,723
Other receivables	333,362	-	-	3,573	336,935
Accrued interest	26,953	1,012	-	5,848	33,813
Due from other funds	2,629,589	-	-	-	2,629,589
Due from other governments	1,629,596	-	-	-	1,629,596
Prepaid items	172,721	-	-	218,220	390,941
Total Assets	\$ 20,110,510	\$ 80,175	\$ 3,387,358	\$ 4,238,829	\$ 27,816,872
Liabilities, Deferred Inflows and Fund Balances					
Liabilities:					
Accounts payable	\$ 1,909,085	\$ -	\$ 95,378	\$ 1,697,702	\$ 3,702,165
Accrued liabilities	720,916	-	-	-	720,916
Due to other governments	153,330	-	-	-	153,330
Customer deposits	5,440	-	-	-	5,440
Retainage payable	-	-	110,944	179,220	290,164
Due to other funds	-	-	300,000	2,329,589	2,629,589
Total Liabilities	2,788,771	-	506,322	4,206,511	7,501,604
Deferred Inflows of Resources:					
Unavailable revenue	449,715	48,266	-	3,753	501,734
Total Deferred Inflows of resources	449,715	48,266	-	3,753	501,734
Fund Balances:					
Nonspendable:					
Prepaid items	172,721	-	-	-	172,721
Notes receivable	83,075	-	-	-	83,075
Permanent fund	-	-	-	11,070	11,070
Restricted:					
Public education and government channels	650,424	-	-	-	650,424
Municipal court operations	-	-	-	235,123	235,123
Debt service	-	31,909	-	-	31,909
Public safety	-	-	-	962,163	962,163
Capital projects	-	-	2,881,036	646,952	3,527,988
Assigned:					
Purchases on order	417,134	-	-	-	417,134
Capital projects	2,174,611	-	-	-	2,174,611
Unassigned	13,374,059	-	-	(1,826,743)	11,547,316
Total Fund Balances	16,872,024	31,909	2,881,036	28,565	19,813,534
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 20,110,510	\$ 80,175	\$ 3,387,358	\$ 4,238,829	\$ 27,816,872

CITY OF FRIENDSWOOD, TEXAS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
September 30, 2020

Total fund balance, governmental funds \$ 19,813,534

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the fund financial statement, but are reported in the governmental activities of the Statement of Net Position. 104,426,437

The assets and liabilities of certain internal service funds are not included in the fund financial statement, but are included in the governmental activities of the Statement of Net Position. 2,340,677

Some liabilities are not due and payable in the current period and are not included in the fund financial statement, but are included in the governmental activities of the Statement of Net Position.

Bonds and certificates of obligation payable	(35,390,000)
Capital leases payable	(1,861,762)
Compensated absences	(852,589)
Accrued interest payable	(99,152)
Unamortized premium on bonds	(2,668,822)

Unavailable revenues in the governmental fund statements is recognized as revenue in the government-wide financial statements. 501,734

Deferred gain on refunding	(64,401)
Deferred loss on refunding	261,845

Certain other long-term assets and liabilities are not available to pay current period expenditures and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.

Net pension liability	(9,552,759)
Total OPEB liability	(1,586,843)
Deferred outflows and inflows of resources related to the net pension liability	857,339
Deferred outflows and inflows of resources related to the total OPEB liability	35,430

Net Position of Governmental Activities in the Statement of Net Position \$ 76,160,668

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2020

	General Fund	Debt Service Fund	Bond Construction	Total Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Property taxes	\$ 15,518,951	\$ 3,204,801	\$ -	\$ -	\$ 18,723,752
Sales taxes	7,097,134	-	-	1,749,225	8,846,359
Franchise fees and other	2,142,660	-	-	-	2,142,660
Fines and forfeitures	690,913	-	-	89,804	780,717
Permits and fees	1,426,880	-	-	77,675	1,504,555
Intergovernmental	2,983,424	-	-	845,474	3,828,898
Investment earnings	197,606	9,293	23,567	43,939	274,405
Donations	59,473	-	-	215,472	274,945
Miscellaneous	112,876	-	8,397	598,448	719,721
Total Revenues	<u>30,229,917</u>	<u>3,214,094</u>	<u>31,964</u>	<u>3,620,037</u>	<u>37,096,012</u>
Expenditures					
Current:					
General government	5,649,705	-	-	40,723	5,690,428
Public safety	14,154,341	-	-	152,523	14,306,864
Public works	1,923,729	-	63,135	4,034,449	6,021,313
Engineering	434,976	-	-	-	434,976
Community development	1,139,566	-	-	-	1,139,566
Parks and recreation	3,426,521	-	-	-	3,426,521
Library services	1,182,289	-	-	-	1,182,289
Debt service:					
Principal	-	2,221,257	-	-	2,221,257
Interest and other charges	-	1,146,520	139,287	-	1,285,807
Capital outlay	<u>2,094,024</u>	<u>-</u>	<u>7,313,288</u>	<u>3,458,163</u>	<u>12,865,475</u>
Total Expenditures	<u>30,005,151</u>	<u>3,367,777</u>	<u>7,515,710</u>	<u>7,685,858</u>	<u>48,574,496</u>
Excess (deficiency) of revenues over (under) expenditures	<u>224,766</u>	<u>(153,683)</u>	<u>(7,483,746)</u>	<u>(4,065,821)</u>	<u>(11,478,484)</u>
Other Financing Sources (Uses)					
Issuance of refunding bonds	-	2,065,000	-	-	2,065,000
Issuance of capital-related debt	-	-	7,795,000	-	7,795,000
Issuance of capital leases	1,019,000	-	-	772,015	1,791,015
Premium on bond issuance	-	343,348	410,492	-	753,840
Insurance recoveries	8,548	-	-	-	8,548
Transfers in	1,461,704	119,372	-	3,909	1,584,985
Transfers out	(77,051)	(26,875)	(119,372)	-	(223,298)
Sale of capital assets	11,568	-	-	61,000	72,568
Payments to refunding bond escrow agent	-	(2,372,262)	-	-	(2,372,262)
Total Other Financing Sources (Uses)	<u>2,423,769</u>	<u>128,583</u>	<u>8,086,120</u>	<u>836,924</u>	<u>11,475,396</u>
Net change in fund balances	2,648,535	(25,100)	602,374	(3,228,897)	(3,088)
Fund balances - beginning	<u>14,223,489</u>	<u>57,009</u>	<u>2,278,662</u>	<u>3,257,462</u>	<u>19,816,622</u>
Fund balances - ending	<u>\$ 16,872,024</u>	<u>\$ 31,909</u>	<u>\$ 2,881,036</u>	<u>\$ 28,565</u>	<u>\$ 19,813,534</u>

CITY OF FRIENDSWOOD, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND
BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2020

Net change in fund balances - total governmental funds: \$ (3,088)

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources. In contrast, the Statement of Activities reports only a portion of the outlay as expense. The outlay is allocated over the assets' estimated useful lives as depreciation expense for the period.

Capital outlay	12,991,038
Depreciation expense	(5,148,290)

Governmental funds only report the proceeds from the disposal of capital assets and not the difference between the carrying value and the accumulated depreciation of the asset. This is the amount by which the carrying value exceeded the accumulated depreciation. (8,904)

Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.

Unavailable property tax revenue and other revenues	(2,660)
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Governmental funds report proceeds from long-term debt as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of long-term debt principal as an expenditure, In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities.

Debt service principal	2,221,257
Payments to escrow agent for payment of refunded bonds	2,372,262
Proceeds from issuance of long-term debt	(9,860,000)
Proceeds from capital leases	(1,791,015)
Premium from issuance of long-term debt	(753,840)

Contributions are treated as expenditures in the fund based financial statements, but are treated as reductions in the City's net pension/OBEB liability in the statement of net position. This amount is the difference between contributions and net pension/OPEB expense (revenue) for the current fiscal year.

Pension	(539,266)
OPEB	(67,360)

Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:

(Increase) decrease in accrued interest	(14,436)
(Increase) decrease in compensated absences	(51,857)
Amortization of deferred loss on refunding	(37,832)
Amortization of premium on bonds	282,570

Internal service fund is used by management to charge the cost of fleet management to individual funds. The change in net position of the internal service fund is included in the governmental activities in the statement of activities.

	343,286
Change in net position of governmental activities	\$ (68,135)

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2020

Page 1 of 2

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Assets		
Current assets		
Cash and cash equivalents	\$ 1,374,577	\$ 130,299
Investments	8,351,538	792,154
Accounts receivable, net of allowance:		
Customer accounts	3,561,441	-
Accrued interest	17,591	1,359
Prepays and other assets	52,573	-
Restricted cash equivalents	19,947,895	-
Total current assets	33,305,615	923,812
Non-current assets		
Working capital deposit	514,784	-
Capital assets:		
Land	319,473	-
Construction in progress	4,958,198	-
Water rights	19,716,695	-
Buildings and improvements	683,906	-
Machinery and equipment	7,494,793	3,759,565
Water and sewer systems	69,779,545	-
Accumulated depreciation	(40,747,755)	(2,342,700)
Total capital assets	62,204,855	1,416,865
Total non-current assets	62,719,639	1,416,865
Total Assets	96,025,254	2,340,677
Deferred Outflows of Resources		
Deferred outflows - pension related	350,148	-
Deferred outflows - OPEB related	32,232	-
Deferred loss on bond refunding	715,296	-
Total Deferred Outflows of Resources	1,097,676	-
Total Assets and Deferred Outflows of Resources	97,122,930	2,340,677

CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2020

Page 2 of 2

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Liabilities		
Current Liabilities		
Accounts payable	\$ 780,270	\$ -
Accrued liabilities	82,017	-
Accrued interest	158,221	-
Unearned revenue	264,473	-
Customer deposits	543,466	-
Retainage payable	66,898	-
Compensated absences	22,153	-
Bonds and other long-term debt payable	3,015,000	-
Total Current Liabilities	4,932,498	-
Non-current Liabilities		
Compensated absences	88,614	-
Net Pension liability	1,027,757	-
Total OPEB liability	237,828	-
Bonds and other long-term debt payable	47,610,243	-
Total Non-current Liabilities	48,964,442	-
Total Liabilities	53,896,940	-
Deferred Inflows of Resources		
Deferred gain on issuance of refunding bonds	33,356	-
Deferred inflows - pension related	297,136	-
Deferred inflows of resources for OPEB	27,455	-
Total Deferred Inflows of Resources	357,947	-
Total Liabilities and Deferred Inflows of Resources	54,254,887	-
Net Position		
Net investment in capital assets	32,242,803	1,416,865
Restricted for capital projects	120,201	-
Restricted for debt service	2,066,530	-
Unrestricted	8,438,509	923,812
Total Net Position	\$ 42,868,043	\$ 2,340,677



CITY OF FRIENDSWOOD, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2020

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Operating Revenues		
Charges for services	\$ 16,499,400	\$ 691,404
Miscellaneous	139,358	166
Total Operating Revenues	16,638,758	691,570
Operating Expenses		
Personnel services	2,567,275	-
Sewer operations	3,230,832	-
Water purchases	2,649,339	-
Repairs and maintenance	551,503	-
Supplies	104,804	-
Other services and charges	947,214	-
Depreciation	2,016,896	348,284
Total Operating Expenses	12,067,863	348,284
Operating income	4,570,895	343,286
Non-Operating Revenues (Expenses)		
Intergovernmental	22,602	-
Investment income	347,518	7,753
Gain on disposal of capital assets	-	27,493
Interest expense	(1,736,419)	-
Total Non-Operating Revenues (Expenses)	(1,366,299)	35,246
Income before transfers	3,204,596	378,532
Transfers in	26,875	73,142
Transfers out	(1,461,704)	-
Change in net position	1,769,767	451,674
Net position - beginning	41,098,276	1,889,003
Total Net Position - ending	\$ 42,868,043	\$ 2,340,677

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2020

Page 1 of 2

	Business-Type Activities Enterprise Fund Water and Sewer	Governmental Activities Internal Service
Cash flows from operating activities		
Cash received from customers	\$ 16,302,758	\$ -
Receipts from interfund charges for fleet management	-	691,570
Cash payments to suppliers for goods and services	(7,537,284)	(28,915)
Cash payments to employees for services	(2,928,706)	-
Net cash provided (used) by operating activities	5,836,768	662,655
	-	-
Cash flows from noncapital financing activities		
Transfer in from other funds	26,875	73,142
Transfers out to other funds	(1,461,704)	-
Net cash provided (used) by noncapital financing activities	(1,434,829)	73,142
Cash flows from capital and related financing activities		
Acquisition and construction of property, plant and equipment	(4,636,677)	(426,950)
Disposal of capital assets	-	28,598
Proceeds from issuance of bonds	605,000	-
Repayment of debt	(3,570,000)	-
Interest paid on debt	(1,743,572)	-
Net cash provided (used) by capital and related financing activities	(9,345,249)	(398,352)
Cash flows from investing activities		
Purchase of investments	1,089,203	(277,161)
Investment income	346,916	7,222
Net cash provided (used) by investing activities	1,436,119	(269,939)
Net increase (decrease) in cash and cash equivalents	(3,507,191)	67,506
Cash and cash equivalents, beginning	24,829,663	62,793
Cash and cash equivalents, ending	\$ 21,322,472	\$ 130,299
Reconciliation of Total Cash and cash equivalents		
Current assets - cash and cash equivalents	\$ 1,374,577	\$ 130,299
Restricted assets - cash and cash equivalents	19,947,895	-
	\$ 21,322,472	\$ 130,299

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2020

Page 2 of 2

	Business-type Activities - Enterprise Funds	Governmental Activities
	<u>Water and Sewer</u>	<u>Internal Service</u>
Reconciliation of operating income to net cash provided (used) by operating activities:		
Operating income (loss)	\$ 4,570,895	\$ 343,286
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	2,016,896	348,284
Change in assets, deferred inflows and outflows, and liabilities:		
Decrease (increase) in customer receivable	(616,316)	-
Decrease (increase) in prepaids and other assets	8,081	-
Decrease (increase) in deferred outflow for pensions	216,722	-
Decrease (increase) in deferred outflow for OPEB	(20,819)	-
Increase (decrease) in accounts payable	(291,816)	(28,915)
Increase (decrease) in accrued liabilities	34,240	-
Increase (decrease) in customer deposits	11,075	-
Increase (decrease) in deferred inflows for pensions	269,241	-
Increase (decrease) in deferred inflows for OPEB	1,583	-
Increase (decrease) in total OPEB liability	28,107	-
Increase (decrease) in net pension liability	(419,869)	-
Increase (decrease) in compensated absences	28,748	-
Total adjustments	<u>1,265,873</u>	<u>319,369</u>
Net cash provided (used) by operating activities	<u>\$ 5,836,768</u>	<u>\$ 662,655</u>



CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
For the Year Ended September 30, 2020

Note 1. Summary of Significant Accounting Policies

The City of Friendswood, Texas (“the City”) was incorporated on October 15, 1960. The City charter provides for a City County-City manager form of government. The Mayor and six Council members are elected from the City at large serving three-year terms. The City Council is the principal legislative body of the City. The City Manager is appointed by a majority vote of the City Council and is responsible to the Council for the administration of all the affairs of the City. The City Manager is responsible for law enforcement, appointment and removal of department directors and employees, supervision and control of all City departments, and preparation of the annual budget. The Mayor resides at meetings of the City Council and can vote. The City provides the following services: public safety, streets, parks and recreation, library, water and sewer, sanitation, planning and zoning, building inspection, code enforcement, and general administrative services.

A. Reporting Entity

The City is an independent political subdivision of the State of Texas governed by an elected six- member Council and Mayor and is considered a primary government. As required by generally accepted accounting principles, these financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the City’s financial reporting entity. Based on these considerations, the West Ranch Management District and Friendswood Downtown Economic Development Corporation have been included in the City’s reporting entity as discretely presented component units. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Consideration regarding the potential for inclusion of other entities, organizations, or functions in the City’s financial reporting entity is based on criteria prescribed by general accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City’s financial reporting entity status is that of a primary government are that it has a separately elected governing body; it is legally separate; and it is financial independent of other state and local governments. Additional prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable; and considerations pertaining to other organizations for which the nature and significance of the relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

The West Ranch Management District (“the District”), a discretely presented component unit, was created under Section 59, Article XVI of the Texas Constitution added by an Act of the 79th Legislature of the State of Texas, effective June 17, 2005, in accordance with the Texas Water Code, Chapter 54. The District operates in accordance with Chapters 3837, Texas Special District Local Laws Code, Chapters 49 and 54 of the Texas Water Code and Chapter 375 of the Texas Local Government Code, and is subject to the continuing supervision of the Texas Commission on Environmental Quality. The District was created to promote and encourage employment and the public welfare within the District. The affairs of the District are managed by a Board of Directors composed of persons appointed by the City Council. The City is financially accountable for the District because City Council must approve any debt issuances. Complete financial statements from the component may be obtained at the District’s administrative office.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

A. Reporting Entity (continued)

The Friendswood Downtown Economic Development Corporation (“FDEDC”) was incorporated August 1, 2016 as a nonprofit economic development corporation under the Development Corporation Act. The citizens of Friendswood voted to pass a one-half cent sales tax dedicated to support and enhance the welfare and prosperity of the citizens of the City and of this State by promotion of economic development and growth by encouraging the development of new business enterprises and the retention or expansion of existing business enterprises. To serve this purpose, the Corporation shall have the authority and power of a Type B corporation to undertake projects as described in Subchapter C of Chapter 501 of the Local Government Code and Chapter 505 of the Local Government Code, including undertaking projects as authorized by law, including but not limited to projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map, including but not limited to streets, targeted infrastructure, paved sidewalks, pedestrian amenities including lighting, benches, signage, and other related public improvements, and the maintenance and operations expenses for any of the above-described projects. A separate governing board oversees FDEDC, which is appointed by Friendswood City Council, and consists of members of City Council, City’s management, and individuals from the community. The City can remove appointed board members and approves the FDEDC’s budget. The FDEDC is reported as a discretely presented component unit because the governing body is not identical to the governing body of the City, the FDEDC does not solely serve the City, and the City has the ability to impose its will on FDEDC. Complete financial statements of the FDEDC may be obtained by contacting FDEDC’s administration office.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the primary government and its component unit. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenue, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary governmental is reported separately from certain legally separate component units for which the primary government is financial accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operations or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as general revenue.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considered revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgements, are recorded only when payment is due.

Property taxes, franchise taxes, sales taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and, accordingly, have been recognized as revenue of the current fiscal period. All of revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The **Debt Service Fund** is used to account for the accumulation of resources for the payment of general long-term debt principal, interest and related costs.

The **Bond Construction Fund** is used to account for the construction of public facilities, and park, street and drainage improvements that are funded by the proceeds from Permanent Improvement Bonds.

Other governmental funds is a summarization of all the non-major governmental funds.

The City reports the following major enterprise fund:

The **Water and Sewer Fund** is used to account for the activities of the City's water and wastewater operations.

Additionally, the City reports the following fund type:

The **Internal Service Fund** is used to account for fleet management services provided to other departments of the City on a cost reimbursement basis.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenue reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Sewer enterprise fund and of the City's internal service fund are charges to customers for sales and services. Operating expenses for the enterprise fund and internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

D. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance

Cash and Investments

Cash and investments include cash on hand, deposits with financial institutions, short-term investments in a state-managed public funds investment pool account (TexPool), and a privately managed public funds investment pool (Texas Class). Other investments consist mainly of U.S. government treasury bills, treasury notes and other U.S. government obligations. Restricted cash and investments are assets restricted for specific use. Restricted includes cash deposits with financial institutions and investment pools.

The City maintains a pooled cash and investments account for all funds of the City. Each fund's positive equity in the pooled cash account is presented as "cash and investments" in the financial statements. Negative equity balances are reclassified and are reflected as interfund accounts payable. Interest income and interest expense are allocated monthly to each respective individual fund based on their representative fund balances.

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments for the City are reported at fair value, except for the position in investment pools. The City's investment in pools are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

TexPool and Texas Class have a redemption notice period of one day and may redeem daily. The investment pool's authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

Property Taxes

All trade and property tax receivables are shown net of an allowance for uncollectible accounts. Management estimates an allowance for trade accounts receivable based on past experience, historical losses, and other pertinent factors.

The City's property taxes are levied annually in October on the basis of the Appraisal District's assessed values as of January 1 of that calendar year. Appraised values are established by the Appraisal District at market value and assessed at 100% of appraised value less exemptions. The City's property taxes are billed and collected by Galveston County. Such taxes are applicable to the fiscal year in which they are levied and become delinquent with an enforceable lien on property on February 1 of the subsequent calendar year.

Property taxes are prorated between operations and debt service based on rates adopted for the year of the levy. For the current year, the City levied property taxes of \$0.521439 per \$100 of assessed valuation that were prorated between operations and debt service in the amounts of \$0.432160 and \$0.089279, respectively. The resulting tax levies were approximately \$15.4 and \$3.2 million for operations and debt service, respectively, based on a total taxable valuation of approximately \$3.6 billion for the 2019 tax year.

West Ranch Management District bond resolutions require that the District levy and collect an ad valorem debt service tax sufficient to pay interest and principal on bonds when due. During the year ended July 31, 2020, the District levied an ad valorem tax at the rate of \$0.4500 per \$100 of assessed valuation, which resulted in tax levy of \$2.6 million on the taxable valuation of approximately \$580.2 million for the 2019 tax year.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

D. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance (continued)

Interfund Receivables/Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans”). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The City applies the consumption method in accounting for prepaid items in the governmental funds.

Restricted Assets

Certain proceeds of the City’s enterprise fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

Contract with West Ranch Management District

The District approved a contract with the City effective August 15, 2005, as amended. Under the terms of the contract, the District is to pay for construction of water distribution, sanitary sewer, drainage, transportation, education and recreation facilities to serve the District.

The District shall be the owner of the system until the system is completed, approved by the City and conveyed to it, at which time ownership will vest in the City. The District will own and operate these facilities to serve the District. Pursuant to the contract, the District shall have a security interest therein until all bonds issued by the District are retired.

Capital assets, which include property, plant, equipment, infrastructure, and water rights, are reported in the applicable governmental or business-type activities columns in the government- wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than \$5,000 and an estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. The City’s water rights have an indefinite life.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets’ lives are not capitalized.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

D. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance (continued)

Capital Assets (continued)

The City's property, plant and equipment are depreciated using the straight-line method over the following useful lives:

Buildings and improvements	20-50 years
Machinery and equipment	5 - 10 years
Infrastructure	40-50 years
Water and sewer system	40-50 years

The West Ranch Management District's capital assets are depreciated using the straight-line method over estimated useful lives of 10 to 45 years.

Compensated Absences

The City's employees earn vacation and sick leave, which may either be taken or accumulated, up to certain amounts, until paid upon resignation or retirement. All vacation and sick leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-term Debt

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method, which approximates the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance cost are expenses in the period incurred.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category:

- Deferred loss on refunding debt - A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Note 1. Summary of Significant Accounting Policies (continued)

Deferred Outflows/Inflows of Resources (continued)

- Deferred outflows of resources for pension - Reported in the government-wide financial statement of net position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability and the results of 1) differences between projected and actual earnings on pension plan investments; 2) changes in actuarial assumptions; 3) differences between expected and actual actuarial experiences; and 4) changes in the City's proportional share of pension liabilities. The deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The deferred outflows resulting from differences between projected and actual earnings on pension plan investments will be amortized over a closed five year period. The remaining pension related deferred outflows will be amortized over the expected remaining service lives of all employees five year period.
- Deferred outflows of resources for other post-employment benefits (OPEB) - Reported in the government wide financial statement of net position, these deferred outflows result from OPEB plan contributions made after the measurement date of the total OPEB liability and the results of changes in assumptions and other inputs. The deferred outflows of resources resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the next fiscal year. The other OPEB related outflow will be amortized over the expected remaining service lives of all employees (active and inactive employees) who are provided with OPEB benefits.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or balance sheet that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

- Deferred inflows of resources for unavailable revenues - Reported only in the governmental funds balance sheet, unavailable revenues arise under the modified accrual basis of accounting. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.
- Deferred inflows of resources for pension - Reported in the government wide financial statement of net position, these deferred inflows result primarily from changes in actuarial assumptions. These pension related deferred inflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with pensions through the pension plan.
- Deferred inflows of resources for gain on issuance of refunding bonds - Reported in the government wide financial statement of net position, these deferred inflows result primarily from differences from the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Deferred inflows of resources for OPEB - Reported in the government wide financial statement of net position, this deferred inflow results primarily from 1) changes in actuarial assumptions; and 2) differences between expected and actual actuarial experiences. These OPEB related deferred inflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with OPEB through the OPEB plans.

Note 1. Summary of Significant Accounting Policies (continued)

D. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance (continued)

Pension

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post-Employment Benefits (OPEB)

The City provides its retirees the opportunity to maintain health insurance coverage by participating in the City's insurance plan. The City reports the total liability for this plan on the government-wide and proprietary fund financial statements. The actual cost recorded in the governmental fund financial statements is the cost of the health benefits incurred on behalf of the retirees less the premiums collected from the retirees. Information regarding the City's total liability for this plan is obtained through a report prepared by Gabriel Roeder Smith & Company, the City's third-party actuary, in compliance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

Additionally, the City participates in a defined-benefit group-term life insurance plan, both for current and retired employees, administered by the Texas Municipal Retirement System (TMRS). The City reports the total liability for this plan on the government-wide and proprietary fund financial statements. Information regarding the City's total OPEB liability is obtained from TMRS through a report prepared for the City by TMRS' consulting actuary, Gabriel Roeder Smith & Company, in compliance with GASB Statement No.75.

Fund Balance

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable – includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact. This classification includes prepaid items, note receivable and the fund balance of the City's permanent fund.

Restricted – includes fund balance amounts that are constrained for specific purposes which are imposed by providers, such as creditors or amounts restricted due to constitutional provision or enabling legislation. This classification includes retirement of long-term debt, construction programs, City ordinances, and other federal and state grants.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the City through formal action in an open meeting of the highest level of decision making authority. Committed fund balance is reported pursuant to resolution passes by the City Council.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

D. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance (continued)

Fund Balance (continue)

Assigned – includes fund balance amounts that are self-imposed by the City to be used for particular purpose. Fund balance can be assigned by the City Council or the City Manager, pursuant to the City's fund balance policy. At September 30, 2020, the City's assigned fund balance included amounts assigned for encumbrances.

Unassigned – includes residual positive fund balance within the general fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When both restricted and unrestricted fund balances are available for use, it is the City's policy to use restricted fund balance first, then unrestricted fund balance. Furthermore, committed fund balances are reduced first, followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications are available.

The City has established a minimum fund balance policy whereby the City's unassigned general fund balance will be maintained at levels sufficient to protect the City's creditworthiness, as well as its financial position, from unforeseeable emergencies. The City will strive to maintain the unassigned general fund balance at a minimum of 90 days of prior year audited operating expenditures.

Net Position

Government-Wide Financial Statements:

The Statement of Net Position includes the following categories of net position:

Net investment in capital assets – the component unit of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, net of premiums and discounts, that is directly attributable to the acquisition, construction or improvement of these capital assets.

Restricted – Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Unrestricted – the difference between assets, deferred outflows and inflows, and liabilities that are not reported in any of the classifications above.

Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ materially from those estimates.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 1. Summary of Significant Accounting Policies (continued)

E. Current and Future GASB Pronouncements

The following GASB pronouncements have been implemented by the City in the current fiscal year:

GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. This Statement was issued in March 2020. The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later. The requirements of this Statement are effective immediately.

The effective dates of the following pronouncements are postponed by 12 months:

- Statement No. 83, *Certain Asset Retirement Obligations*
- Statement No. 84, *Fiduciary Activities*
- Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*
- Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*
- Statement No. 90, *Majority Equity Interests*
- Statement No. 91, *Conduit Debt Obligations*
- Statement No. 92, *Omnibus 2020*
- Statement No. 93, *Replacement of Interbank Offered Rates*
- Implementation Guide No. 2017-3, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)*
- Implementation Guide No. 2018-1, *Implementation Guidance Update—2018*
- Implementation Guide No. 2019-1, *Implementation Guidance Update—2019*
- Implementation Guide No. 2019-2, *Fiduciary Activities*.

The effective dates of the following pronouncements are postponed by 18 months:

- Statement No. 87, *Leases*
- Implementation Guide No. 2019-3, *Leases*

The following GASB pronouncements have been issued but not yet implemented by the City:

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. It was issued in June 2020, but the requirements in (1) paragraph 4 of this Statement as it applies to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans and (2) paragraph 5 of this Statement are effective immediately. The requirements in paragraphs 6–9 of this Statement are effective for fiscal years beginning after June 15, 2021. Implementation of this Statement is planned for fiscal year 2022.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This statement was issued in May 2020 and provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. This statement is effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Implementation of this Statement is planned for fiscal year 2023.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 2. Cash and Investments

Under provisions of state and local statutes, the City's investment policies, and provisions of the City's depository contract with an area financial institution, the City is authorized to place available deposits and investments in the following:

1. Obligations of the U.S., it's agencies and instrumentalities;
2. Certificates of Deposit issued by state and national banks or savings or loan associations domiciled in this state that are guaranteed or incurred by the Federal Deposit Insurance Corporation or collateralized in accordance with Section 2256.010, the Texas Government Code, in face amounts not to exceed \$100,000;
3. No-load money market mutual funds; and
4. TexPool, Lone State Investment Pool and Texas CLASS.

The City Council has adopted a written investment policy regarding the investments of its funds as defined by the Public Funds Investment Act of 1995 (Chapter 2256, Texas Government Code). The investments of the City are in compliance with the Council's investment policies. The City did not have any derivative investment products during the current year. All significant legal and contractual provisions for investments were complied with during the year.

At September 30, 2020 the carrying amount of the City and Friendswood Downtown Economic Development Corporation's deposits was \$4,286,714 and the bank balance of \$4,672,751.

As of September 30, 2020 the City and Friendswood Downtown Economic Development Corporation held the following investments.

	<u>Reported Value of Investments</u>	<u>Weighted Average Maturity (Days)</u>
Investment pools:		
TexPool	\$ 5,174,357	38
Texas CLASS	33,000,779	22
Total investment pools	<u>38,175,136</u>	
Debt Securities:		
Federal Farm Credit Bonds	1,526,419	139
Federal Home Loan Bank Bonds	3,051,608	58
Federal Home Loan Mortgage Corporation	3,009,258	83
Federal National Mortgage Association	2,019,418	89
Total debt securities	<u>9,606,703</u>	
Total investments	<u><u>\$ 47,781,839</u></u>	

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The valuation techniques used in the fair value measurement are based on quoted market closing prices for Level 2 inputs.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 2. Cash and Investments (continued)

The City has the following recurring fair value measurements as of September 30, 2020:

	Fair Value / Amortized Cost	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Investment Securities:				
Federal Farm Credit Bank	\$ 1,526,419	\$ -	\$ 1,526,419	\$ -
Federal Home Loan Bank	3,051,608	-	3,051,608	-
Federal Home Loan Mortgage Corp.	3,009,258	-	3,009,258	-
Federal National Mortgage Assoc.	2,019,418	-	2,019,418	-
Total Investment Securities	\$ 9,606,703	\$ -	\$ 9,606,703	\$ -

The City invests in Texas Local Government Investment Pool (TexPool), which was created under the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791 and the Texas Public Funds Investment Act. The Texas Treasury Safekeeping Trust Company ("the Trust") is trustee of TexPool and is a limited purpose trust company authorized pursuant to Texas Government Code Ann. Section 404.103 for which the Texas State Comptroller is sole officer, director and shareholder. The advisory board of TexPool is composed of members appointed pursuant to the requirements of the Texas Public Funds Investment Act.

The City invests in Texas CLASS Investment Pool which was established in 1996 pursuant to the Texas Public Funds Investment Act. The pool is governed by a 7-member board of trustees, who are elected by pool participants. The Cutwater Investor Services Corp. serves as the pools program administrator and Wells Fargo Bank Texas, NA, serves as custodian.

Interest Rate Risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and invest operating funds primarily in short-term securities.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned. State statutes require that all deposits in financial institutions be fully collateralized by U.S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. As of September 30, 2020, all of the City's cash deposits with financial institutions were collateralized with securities held by the pledging financial institution in the City's name.

Credit Risk

Credit Risk. It is the City's policy to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The City's investments as of September 30, 2020, were rated as follows:

Investment Type:	Credit Quality Rating	Rating Agency
Investment Pools:		
Texas CLASS	AAAm	Standard & Poor's
TexPool	AAAm	Standard & Poor's
Debt Securities:		
Federal Home Loan Mortgage Corp.	Aaa	Moody's Investor Service
Federal Home Loan Bank	Aaa	Moody's Investor Service
Federal Farm Credit Bank	Aaa	Moody's Investor Service
Federal National Mortgage Association	Aaa	Moody's Investor Service

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 3. Receivables and Deferred Inflows of Resources

Receivables as of September 30, 2020 for the City's individual major funds and nonmajor funds in the aggregate including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds			Proprietary	Total
	General	Debt Service Fund	Nonmajor	Water and Sewer	
Receivables:					
Property taxes	\$ 264,298	\$ 48,744	\$ -	\$ -	\$ 313,042
Penalties and interest	147,443	23,579	-	-	171,022
Sales tax	1,240,264	-	306,732	-	1,546,996
Franchise taxes	560,272	-	-	-	560,272
Customer accounts	283,981	-	3,289	3,840,600	4,127,870
Court fines	776,835	-	-	-	776,835
Other	333,362	-	3,573	-	336,935
Gross receivables	3,606,455	72,323	313,594	3,840,600	7,832,972
Less: allowance for uncollectibles	(792,764)	(21,804)	(736)	(279,159)	(1,094,463)
Net total receivables	<u>\$ 2,813,691</u>	<u>\$ 50,519</u>	<u>\$ 312,858</u>	<u>\$ 3,561,441</u>	<u>\$ 6,738,509</u>

Governmental funds reported deferred inflows of resources in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, the various components of deferred inflows of resources for unavailable revenues reported in the governmental funds were as follows:

	Deferred Inflows of Resources
General Fund:	
Delinquent property taxes	\$ 175,192
Property tax penalties and interest	100,990
Court fines	155,367
Grants	10,000
Miscellaneous	8,166
Total General Fund	<u>449,715</u>
Debt Service Fund	
Delinquent property taxes	32,635
Property tax penalties and interest	15,631
	<u>48,266</u>
Nonmajor funds:	
Court fines	<u>3,753</u>
Total nonmajor funds	<u>3,753</u>
Total governmental funds	<u>\$ 501,734</u>

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 4. Capital Assets

Capital assets activity for the primary government for the fiscal year ended September 30, 2020, is as follows:

Governmental activities	Beginning Balance	Increases	Reclassification /Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 25,759,306	\$ 2,585,463	\$ -	\$ 28,344,769
Construction in progress	3,749,899	7,610,615	(24,508)	11,336,006
Total capital assets, not being depreciated	29,509,205	10,196,078	(24,508)	39,680,775
Capital assets, being depreciated:				
Buildings and improvements	41,783,398	25,212	24,508	41,833,118
Machinery and equipment	14,793,376	2,792,469	(277,289)	17,308,556
Infrastructure	93,495,234	301,822	-	93,797,056
Total capital assets, being depreciated	150,072,008	3,119,503	(252,781)	152,938,730
Less accumulated depreciation for:				
Buildings & improvements	(18,432,271)	(1,756,668)	-	(20,188,939)
Machinery and equipment	(9,908,993)	(1,157,747)	261,683	(10,805,057)
Infrastructure	(53,200,048)	(2,582,159)	-	(55,782,207)
Total accumulated depreciation	(81,541,312)	(5,496,574)	261,683	(86,776,203)
Total capital assets - being depreciated	68,530,696	(2,377,071)	8,902	66,162,527
Governmental capital assets, net	\$ 98,039,901	\$ 7,819,007	\$ (15,606)	\$ 105,843,302

Business-type activities	Beginning Balance	Increases	Reclassification /Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 319,473	\$ -	\$ -	\$ 319,473
Water rights	19,716,695	-	-	19,716,695
Construction in progress	6,782,367	4,191,355	(6,015,524)	4,958,198
Total capital assets, not being depreciated	26,818,535	4,191,355	(6,015,524)	24,994,366
Capital assets, being depreciated:				
Buildings and improvements	683,906	-	-	683,906
Machinery and equipment	7,353,510	140,189	1,094	7,494,793
Water and sewer system	63,640,402	123,619	6,015,524	69,779,545
Total capital assets, being depreciated	71,677,818	263,808	6,016,618	77,958,244
Less accumulated depreciation for:				
Buildings and improvements	(305,786)	(19,757)	-	(325,543)
Machinery and equipment	(4,666,702)	(226,641)	(1,094)	(4,894,437)
Water and sewer system	(33,757,277)	(1,770,498)	-	(35,527,775)
Total accumulated depreciation	(38,729,765)	(2,016,896)	(1,094)	(40,747,755)
Total capital assets - being depreciated	32,948,053	(1,753,088)	6,015,524	37,210,489
Business-type capital assets, net	\$ 59,766,588	\$ 2,438,267	\$ -	\$ 62,204,855

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 4. Capital Assets (continued)

Capital assets activity for the discretely presented component units is as follows:

Component Unit	Beginning Balance	Increases	Reclassification /Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 6,839,035	\$ 855,212	\$ 64,735	\$ 7,758,982
Construction in progress	64,735	-	(64,735)	-
Total capital assets, not being depreciated	6,903,770	855,212	-	7,758,982
Capital assets, being depreciated:				
Water production and distribution facilities	483,467	-	-	483,467
Total capital assets, being depreciated	483,467	-	-	483,467
Less accumulated depreciation for:				
Water production and distribution facilities	(95,046)	(10,746)	-	(105,792)
Total accumulated depreciation	(95,046)	(10,746)	-	(105,792)
Total capital assets - being depreciated	388,421	(10,746)	-	377,675
Component Unit capital assets, net	\$ 7,292,191	\$ 844,466	\$ -	\$ 8,136,657

Depreciation

Depreciation expense was charged to functions/programs of the City as follows:

	Depreciation Expense
Primary government	
Governmental activities:	
General government	\$ 290,747
Public safety	1,120,221
Public works	2,754,296
Community development	3,613
Parks and recreation	979,413
Capital assets held by the City's internal service fund are charged to the various functions based on their usage	348,284
Total Governmental activities	5,496,574
Business-type activities:	
Water and sewer	2,016,896
Total Business-type activities:	2,016,896
Total primary government	\$ 7,513,470

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 4. Capital Assets (continued)

Construction commitments

The City has active construction projects as of September 30, 2020. At year end, the City's commitments with contractors were as follows:

Projects	Construction Commitment	Construction in Progress	Remaining Commitment
Governmental funds:			
Blackhawk Boulevard Phase II	\$ 5,130,185	\$ 5,000,377	\$ 129,808
Monument Sign at Dog Park	27,075	12,530	14,545
Imperial Estates Inline Detention Pond	5,500,000	5,500,000	-
Friendswood Lakes Boulevard	755,490	755,490	-
Fiber Optic Project	79,999	65,009	14,990
Disc Golf Course	2,600	2,600	-
	<u>11,495,349</u>	<u>11,336,006</u>	<u>159,343</u>
Enterprise funds:			
Lift Station #23 Replacement	3,874,658	1,671,715	2,202,943
42" SE Transmission Water Line Phase I & II	224,163	2,241,632	-
Blackhawk Boulevard Phase II (Utility Items)	425,973	407,573	18,400
Friendswood Lakes Boulevard	409,427	409,427	-
Lift Station Mitigation Program	677,939	39,188	638,751
Sanitary Sewer Assessment - Phase V & VI	219,499	188,663	30,836
	<u>7,849,128</u>	<u>4,958,198</u>	<u>2,890,930</u>
Total Commitments	<u>\$ 19,344,477</u>	<u>\$ 16,294,204</u>	<u>\$ 3,050,273</u>

The remaining commitment amounts were encumbered at year end. The encumbrances and related appropriation lapse at the end of the fiscal year, but they are re-appropriated and become a part of the subsequent year's budget because performance under the executory contract is expected in the next year.

Note 5. Long-term Debt

The City issues a variety of long-term debt instruments in order to acquire and/or construct major capital facilities and equipment for governmental and business-type activities. These instruments include general obligation bonds, certificates of obligation, revenue bonds, and capital leases. These debt obligations are secured by either future tax revenue, water and sewer system revenue, or liens on property and equipment. Debt obligations that are intended to be repaid from water and sewer system revenue have been recorded as business-type activities. All other long-term obligations of the City are considered to be governmental type activities.

Federal Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions consisting of complex regulations with respect to issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years for applicable bond issues. Accordingly, there is the risk that if such calculations are not performed, or are not performed correctly, a substantial liability to the City could result. The City periodically engages an arbitrage consultant to perform the calculations in accordance with the rules and regulations of the IRS. There was no liability for arbitrage recorded as of year-end.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 5. Long-term Debt (continued)

Bonds Payable and Certificates of Obligation

The following schedule summarizes the terms of the City's general obligation bonds, combination tax and revenue bonds, and certificates of obligation outstanding and their corresponding allocations to the governmental and business-type activities at September 30, 2020:

General Obligation Bonds:	Original Issue Amount	Final Maturity	Interest Rates	Governmental Activities	Business-Type Activities
2012 General Obligation Refunding	\$ 8,890,000	2026	2.0 - 3.5%	\$ 4,170,000	\$ -
2014 General Obligation Refunding	8,805,000	2028	2.0% - 4.0%	2,065,000	5,795,000
2015 General Obligation Refunding	9,595,000	2030	2.0% - 3.0%	7,415,000	-
2016 General Obligation Permanent Improvement and Refunding	19,095,000	2031	2.0% - 5.0%	6,885,000	7,860,000
2016A General Obligation Refunding	9,765,000	2034	2.0% - 4.0%	-	8,120,000
2017 General Obligation Bonds	5,605,000	2031	2.0% - 4.0%	4,995,000	-
2020 General Obligation and Refunding Bonds	10,465,000	2050	2.0% - 4.0%	9,860,000	605,000
Total general obligation bonds				<u>35,390,000</u>	<u>22,380,000</u>
Revenue Bonds:					
2016 Waterworks and Sewer System	5,735,000	2036	2.0% - 4.0%	-	4,825,000
2018 Waterworks and Sewer System	20,170,000	2038	4.0% - 5.0%	-	19,500,000
Total revenue bonds				<u>-</u>	<u>24,325,000</u>
Total				<u>\$ 35,390,000</u>	<u>\$ 46,705,000</u>

Annual debt service requirements for the City's bonds and certificates of obligation are as follows:

Fiscal Year	Governmental Activities		Business-type Activities		Total
	Principal	Interest	Principal	Interest	
2021	\$ 2,070,000	\$ 1,232,776	\$ 3,015,000	\$ 1,874,330	\$ 8,192,106
2022	2,215,000	1,191,881	2,645,000	1,750,425	7,802,306
2023	2,290,000	1,119,669	2,735,000	1,657,800	7,802,469
2024	2,365,000	1,042,406	2,835,000	1,554,475	7,796,881
2025	2,450,000	959,544	2,955,000	1,439,125	7,803,669
2026-2030	13,705,000	3,337,797	17,020,000	5,094,575	39,157,372
2031-2035	5,285,000	1,093,250	10,715,000	1,992,300	19,085,550
2036-2040	2,225,000	588,525	4,785,000	275,900	7,874,425
2041-2045	1,285,000	323,925	-	-	1,608,925
2046-2050	1,500,000	115,500	-	-	1,615,500
	<u>\$ 35,390,000</u>	<u>\$ 11,005,273</u>	<u>\$ 46,705,000</u>	<u>\$ 15,638,930</u>	<u>\$ 108,739,203</u>

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 5. Long-term Debt (continued)

Bonds Payable and Certificates of Obligation (continued)

Changes in the City's long-term liability activity for the year ended September 30, 2020, are as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Primary Government					
Governmental activities:					
General obligation bonds	\$ 29,730,000	\$ 9,860,000	\$ (4,200,000)	\$ 35,390,000	\$ 2,070,000
Premium on bond issuance	2,293,508	753,840	(378,526)	2,668,822	-
Capital lease	436,620	1,791,399	(366,257)	1,861,762	485,702
Compensated absences	800,732	799,174	(747,317)	852,589	170,518
Governmental activity					
Long-term liabilities	<u>\$ 33,260,860</u>	<u>\$ 13,204,413</u>	<u>\$ (5,692,100)</u>	<u>\$ 40,773,173</u>	<u>\$ 2,726,220</u>
Business-type activities:					
Revenue bonds	\$ 25,230,000	\$ -	\$ (905,000)	\$ 24,325,000	\$ 935,000
General obligation bonds	24,440,000	605,000	(2,665,000)	22,380,000	2,080,000
Premium on bond issuance	4,215,083	-	(294,840)	3,920,243	-
Compensated absences	82,019	125,839	(97,091)	110,767	22,153
Business-type activity					
Long-term liabilities	<u>\$ 53,967,102</u>	<u>\$ 730,839</u>	<u>\$ (3,961,931)</u>	<u>\$ 50,736,010</u>	<u>\$ 3,037,153</u>
Total Primary government	<u>\$ 87,227,962</u>	<u>\$ 13,935,252</u>	<u>\$ (9,654,031)</u>	<u>\$ 91,509,183</u>	<u>\$ 5,763,373</u>

The City issued General Obligation Improvement and Refunding Bonds, Series 2020 in June 2020 in the amount of \$10,465,000. The bonds bear interest from 3.0 percent to 5.0 percent and are due in annual installments ranging from \$210,000 to \$560,000 through September 2050. Proceeds of the bonds will be used to make certain drainage improvements, improvements public works facility, refunding certain outstanding obligations and to pay the costs of issuance of the bonds. City will deposit certain proceeds of the sale of the bonds with the paying agent, such funds will be held by the paying agent and will be irrevocably pledged to the payment of principal of the refunded obligations to provide for future debt service on \$2,970,000 of the Permanent Improvement Bonds, Series 2010A and 2010B. As a result, the refunded bonds are considered to be defeased and the related liability for the bonds has been removed from the City's liabilities. The net carrying amount exceeded the reacquisition price of the old debt by \$68,694, which is also known as refunding charge (gain). This amount is being netted against the new debt and amortized over the life of the new debt, which was equal or shorter than the refunded debt. This resulted in an economic gain (difference between present values of the old and new debt service payment) of \$305,294.

The compensated absences, net pension liability and total OPEB liabilities attributable to the governmental activities will be liquidated primarily by the General Fund.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 5. Long-term Debt (continued)

West Ranch Management District

The following schedule summarizes the terms of the West Ranch Management District's general obligation bonds at July 31, 2020:

General Obligation Bonds:	Amounts Outstanding	Interest Rates	Range of Maturities	Callable Date *
Series 2010	\$ 315,000	4.00% - 4.20%	2020-2021	September 1, 2020
Road Series 2010A	130,000	4.10% - 4.35%	2020-2022	September 1, 2020
Road Series 2013	845,000	2.00% - 3.00%	2020-2028	September 1, 2021
Series 2013	1,135,000	3.00% - 5.00%	2020-2040	September 1, 2021
Road Series 2014	1,970,000	2.00% - 3.75%	2020-2040	September 1, 2022
Series 2015	4,625,000	1.30% - 4.125%	2020-2030	September 1, 2023
Series 2016	2,080,000	3.00% - 4.00%	2031-2040	September 1, 2024
Refunding Series 2016	910,000	2.00% - 4.00%	2020-2026	September 1, 2024
Series 2020	9,040,000	2.00% - 4.00%	2021-2040	September 1, 2025
Refunding Series 2016	1,550,000	2.00% - 4.00%	2021-2040	September 1, 2025
Total general obligation bonds	<u>\$ 22,600,000</u>			

* Or any date thereafter, callable at par plus accrued interest to the date of redemption.

Annual debt service requirements for the District's bonds are as follows:

Fiscal Year	Principal	Interest	Total
2021	\$ 850,000	\$ 617,217	\$ 1,467,217
2022	965,000	657,354	1,622,354
2023	995,000	625,525	1,620,525
2024	1,025,000	592,441	1,617,441
2025	1,065,000	555,713	1,620,713
2026-2030	5,895,000	2,191,730	8,086,730
2031-2035	5,105,000	1,346,044	6,451,044
2036-2040	5,505,000	609,966	6,114,966
2041	1,195,000	18,509	1,213,509
	<u>\$ 22,600,000</u>	<u>\$ 7,214,499</u>	<u>\$ 29,814,499</u>

The District's bonds are payable from the proceeds of an ad valorem tax levied upon all property within the District subject to taxation, without limitation as to rate or amount.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 5. Long-term Debt (continued)

West Ranch Management District (continued)

Changes in the discretely presented component units' long-term liabilities for the year end July 31, 2020, are as follows:

West Ranch Management District	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Component Unit					
General obligation bonds	\$ 22,835,000	\$ 10,590,000	\$ (10,825,000)	\$ 22,600,000	\$ 850,000
Discount on bonds	(402,592)	(99,494)	205,293	(296,793)	-
Premium on bonds	94,358	-	(8,760)	85,598	-
Developer advances	40,000	-	-	40,000	-
Due to developer	369,600	-	-	369,600	-
Total	\$ 22,936,366	\$ 10,490,506	\$ (10,628,467)	\$ 22,798,405	\$ 850,000

On June 9, 2020, the District issued \$9,040,000 in unlimited tax refunding bonds, Series 2020 to refund \$5,460,000 of outstanding Series 2010 bonds and \$3,110,000 of outstanding Series 2012A bonds. The District refunded the bonds to reduce total debt service payments over future years by \$2,042,767 and to obtain an economic gain (difference between the present values of the debt service payments on the old and new debt) of \$1,523,761. On June 9, 2020, the District also issued \$1,550,000 in unlimited tax road refunding bonds, Series 2020 to refund \$1,425,000 of outstanding Road Series 2010A bonds. The District refunded the bonds to reduce total debt service payments over future years by \$324,700 and to obtain an economic gain (difference between the present values of the debt service payments on the old and new debt) of \$238,022.

At July 31, 2020, the District had \$3,775,000 of unlimited tax bonds and recreational facilities' bonds authorized, but unissued, for the purposes of acquiring, constructing and improving recreational facilities, transportation, education, and the water, sanitary sewer and drainage systems within the District.

A developer of the District has advanced \$40,000 to the District for operating expenses. The District has agreed to pay these amounts, plus interest, to the extent approved by the Commission from the proceeds of future bond sales. These amounts have been recorded in the financial statements as long-term liabilities. The District is currently unable to estimate when bonds will be issued to pay this liability.

The developer of the District has constructed underground utilities on behalf of the District. The District's engineer estimates reimbursable costs for completed projects are \$369,600. The District has agreed to reimburse the developers for these amounts, plus interest, to the extent approved by the Texas Commission on Environmental Quality from the proceeds of future bond sales. These amounts have been recorded in the financial statements as long-term liabilities.

Defeasance of Bonds

The City defeased certain bonds by placing the proceeds of new bonds in an irrevocable trust to provide future debt service payments on the old bonds. Accordingly, the trust account assets and liabilities for the defeased bonds are not included in the City's financial statements. On September 30, 2020, the City has no bonds considered defeased that were outstanding.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 5. Long-term Debt (continued)

Capital Leases

During the current fiscal year, the City entered into a five-year lease agreement as lessee for the acquisition and use of various vehicles. An initial lease liability was recorded in the amount of \$1,019,000 during the current fiscal year. The City is required to make annual principal and interest payments of \$215,355. The lease has an interest rate of 2.08%.

During the current fiscal year, the City entered into a seven-year lease agreement as lessee for the acquisition and use of an ambulance. An initial lease liability was recorded in the amount of \$580,000 during the current fiscal year. The City is required to make annual principal and interest payments of \$89,789. The lease has an interest rate of 2.05%.

During the current fiscal year, the City entered into a five-year lease agreement as lessee for the acquisition and use of an ambulance. An initial lease liability was recorded in the amount of \$192,015 during the current fiscal year. The City is required to make annual principal and interest payments of \$43,043. The lease has an interest rate of 1.98%.

The City has entered into capital lease agreements in order to purchase machinery and equipment for public works, police and fire departments. The assets acquired through these lease agreements are as follows:

Asset	Governmental Activities
Machinery and equipment	\$ 2,740,590
Less: accumulated depreciation	(471,187)
Total	<u>\$ 2,269,403</u>

The following is a summary of future lease payments due on this machinery and equipment:

Fiscal Year	Amount
2021	\$ 527,240
2022	452,368
2023	348,187
2024	348,187
2025	120,739
2026-2027	<u>179,578</u>
Minimum lease payments	1,976,299
Less amount representing interest	(114,537)
Total	<u>\$ 1,861,762</u>

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 5. Long-term Debt (continued)

Pledged Revenues

On February 1, 2016, the City issued \$5,735,000 in Waterworks and Sewer System Revenue Bonds, Series 2016 and on December 3, 2018 issued \$20,170,000 in Waterworks and Sewer System Revenue Bonds, Series 2018. These bonds represent special obligations of the City and are payable solely from a first lien on and pledge of the net revenues of the City's waterworks and sanitary sewer system. The proceeds of the bonds were and are to be used to finance sanitary sewer and waterworks system extensions and improvements. The outstanding revenue bonds have a final maturity of March 1, 2036 for the 2016 bonds and March 1, 2038 for the 2018 bonds. The City will commit revenues each year the bonds are outstanding. At September 30, 2020, the remaining principal on the series 2016 and 2018 bonds was \$4,825,000 and \$19,500,000, respectively. Principal and interest payments for the fiscal year were \$905,000 and \$1,055,900, respectively. Net pledged revenue in 2020 produced 355 percent of the current debt service requirement.

Note 6. Interfund Balances and Transfers

Due to/from Other Funds

The City had interfund receivable or payable balances at September 30, 2020 is as follows:

<u>Due from other funds</u>	<u>Due to other funds</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Bond Construction Fund	\$ 300,000	Expenditures funded by General Fund until authorized bonds are issued.
General Fund	Nonmajor governmental funds	2,329,589	Expenditures funded by General Fund pending grant reimbursement.
	Total	<u>\$ 2,629,589</u>	

Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2020, is as follows:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Water and Sewer	\$ 1,461,704	Budgeted annual transfer for indirect water and sewer costs by the General Fund
Debt Service Fund	Bond Construction Fund	119,372	2020 Bond funds and close out of 2015 Bond Construction Fund
Nonmajor governmental funds	General Fund	3,909	Funds for HMGP Acquisition & Demolition Project
Utility Fund	Debt Service Fund	26,875	Debt service funds
Internal service Fund	General Fund	73,142	To fund new vehicle for Police Department
		<u>\$ 1,685,002</u>	

Note 7. Employee Retirement System

Texas Municipal Retirement System

Plan Description and Provisions

The City participates as one of 888 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS a report (ACFR) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The City has approved an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount which takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, City provides on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

A summary of plan provisions for the City are as follows:

Employee deposit rate:	7%
Matching ratio (City to employee):	2 to 1
Years required for vesting:	5
Service retirement eligibility:	Vested at age 60 or 20 years at any age
Updated Service Credit:	100% Repeating
Annuity increase to retirees	50% of CPI; Repeating
Supplement death benefit – active Employees and retirees	Yes

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 7. Employee Retirement System (continued)

Employees covered by benefit terms

At the December 31, 2019 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	134
Inactive employees entitled to but not yet receiving benefits	117
Active employees	<u>211</u>
Total	<u>462</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the State law governing TMRS, the contribution rate for each City is determined annually by the consulting actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7.0% of their annual gross earnings during the fiscal year. The contribution rates for the City were 15.69% and 15.84% in calendar years 2019 and 2020, respectively. The City's contributions to TMRS for the year ended September 30, 2020, were \$2,485,117 and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2019, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Actuarial cost method:	Entry age normal
Amortization method:	Level percentage of payroll, closed
Remaining amortization period:	26 years
Asset valuation method:	10 year smoothed market; 12% soft corridor
Inflation:	2.50%
Salary increases:	3.50% to 11.50% including inflation
Investment rate of return:	6.75%

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 7. Employee Retirement System (continued)

Actuarial Assumptions (continued)

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB (10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4- year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014, to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019, actuarial valuation. The post-retirement mortality assumption for annuity purchase rates is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2020 are summarized in the table below:

	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Domestic Equity	17.5%	4.30%
International Equity	17.5%	6.10%
Core Fixed Income	10.0%	1.00%
Non-Core Fixed Income	20.0%	3.39%
Real Return	10.0%	3.78%
Real Estate	10.0%	4.44%
Absolute Return	10.0%	3.56%
Private Equity	5.0%	7.75%
Total	100.0%	

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 7. Employee Retirement System (continued)

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance at 12/31/2018	\$ 79,422,879	\$ 64,996,779	\$ 14,426,100
Changes for the year:			
Service Cost	2,738,906	-	2,738,906
Interest (on the Total Pension Liability)	5,345,140	-	5,345,140
Difference between expected and actual experience	1,150,459	-	1,150,459
Changes of assumptions	378,973	-	378,973
Benefit payments, including refunds of employee contributions	(3,210,157)	(3,210,157)	-
Contributions – employer	-	2,395,398	(2,395,398)
Contributions – employee	-	1,068,692	(1,068,692)
Net investment income	-	10,053,454	(10,053,454)
Administrative Expense	-	(56,778)	56,778
Other	-	(1,704)	1,704
Balance at 12/31/2019	<u>\$ 85,826,200</u>	<u>\$ 75,245,684</u>	<u>\$ 10,580,516</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability (asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Current Single Rate Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 22,822,967	\$ 10,580,516	\$ 544,151

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 7. Employee Retirement System (continued)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TMRS financial report. That report may be obtained on the Internet at www.tmr.com.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2020, the City recognized a pension expense of \$3,090,477.

At September 30, 2020, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference in expected and actual economic experience	\$ 1,004,693	\$ (27,373)
Changes in actuarial assumptions	299,421	-
Difference between projected and actual investment earnings	-	(2,268,757)
Contributions subsequent to the measurement date	<u>1,902,367</u>	<u>-</u>
Total	<u><u>\$ 3,206,481</u></u>	<u><u>\$ (2,296,130)</u></u>

The \$1,902,367 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

	Net Deferred Outflows (Inflows) of Resources
2021	\$ (250,678)
2022	(319,071)
2023	520,209
2024	<u>(942,476)</u>
Total	<u><u>\$ (992,016)</u></u>

Note 8. Post Employee Benefits Other Than Pensions

TMRS Supplemental Death Benefits Fund

Benefit Plan Description

The City’s single-employer defined benefit group-term life insurance plan is operated by the Texas Municipal Retirement System (TMRS) via the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee’s annual salary (calculated based on the employee’s actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is another post-employment benefit (OPEB). As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e. no assets are accumulated).

Membership in the plan as of the measurement date of December 31, 2019 was as follows:

Inactive employees currently receiving benefits	93
Inactive employees entitled to but not yet receiving benefits	33
Active employees	<u>211</u>
Total	<u>337</u>

Contributions

Contributions are made monthly based on the covered payroll of employee members of the participating member city. The contractually required contribution rate is determined annually for each city (currently 0.19% of covered payroll). The rate is based on the mortality and service experience of all employees covered by the SDBF and the demographics specific to the workforce of the city. There is a one-year delay between the actuarial valuation that serves as the basis for the employer contribution rate and the calendar year when the rate goes into effect. The funding policy of this plan is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees’ entire careers. As such, contributions are utilized to fund active member deaths on a pay-as-you-go basis; any excess contributions and investment income over payments then become net position available for benefits.

Discount Rate

The TMRS SDBF program is treated as unfunded OPEB plan because the SDBF trust covers both active employees and retirees and the assets are not segregated for these groups. Under GASB Statement No. 75, the discount rate for an unfunded OPEB plan should be based on 20-year tax-exempt AA or higher Municipal Bonds. Therefore, a discount rate of 2.75% based on the Fidelity Index’s “20-Year Municipal GO AA Index” rate as of December 31, 2019.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 8. Post Employee Benefits Other Than Pensions (continued)

TMRS Supplemental Death Benefits Fund (continued)

Actuarial Assumptions

The City's total OPEB liability was measured at December 31, 2019 and was determined by an actuarial valuation as of that date using the following actuarial assumptions:

Valuation Date: December 31, 2019

Methods and Assumptions:

Inflation:	2.50%
Salary Increases:	3.50% to 11.50%, including inflation
Discount rate *:	2.75%
Retirees' share of benefit related costs:	\$0
Administrative expenses:	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates – service retirees:	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates – disabled retirees:	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2019.

Note: The actuarial assumptions used in the December 31, 2019 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 8. Post Employee Benefits Other Than Pensions (continued)

TMRS Supplemental Death Benefits Fund (continued)

Changes in the Total OPEB Liability

Service cost	\$	27,481
Interest		23,199
Changes of benefit terms		-
Difference between expected and actual experience		(60,356)
Changes of assumptions		118,183
Benefit payments		(6,107)
Net change in total OPEB liability		102,400
Total OPEB liability - beginning		614,614
Total OPEB liability - ending	\$	717,014

Ending total OPEB liability is \$717,014 as of December 31, 2019. Changes of assumptions reflect a change in the discount rate from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019.

Sensitivity Analysis

The following presents the total OPEB liability of the employer, calculated using the discount rate of 2.75%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.75%) or 1 percentage point higher (3.75%) than the current rate. Note that the healthcare cost trend rate does not affect the total OPEB liability, so sensitivity to the healthcare cost trend rate is not shown.

1% Decrease to 1.75%	Current Discount Rate Assumption 2.75%	1% Increase to 3.75%
\$ 877,038	\$ 717,014	\$ 594,412

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Activity

For the year ended September 30, 2020, the City recognized OPEB expense of \$59,663 related to the TMRS Supplemental Death Benefit Fund and OPEB expense of \$77,414 related to the City's retiree healthcare plan for total OPEB expense of \$137,077. As of September 30, 2020, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (55,816)
Changes in assumptions and other inputs	125,474	(29,901)
Contributions made subsequent to the measurement date	3,603	-
Total	\$ 129,077	\$ (85,717)

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 8. Post Employee Benefits Other Than Pensions (continued)

TMRS Supplemental Death Benefits Fund (continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Activity (continued)

The \$3,603 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to OPEB, excluding contributions subsequent to the measurement date, will be recognized in OPEB expenses as follows:

	Net Deferred Outflows (Inflows) of Resources
2021	\$ 8,983
2022	8,983
2023	8,983
2024	3,537
2025	6,692
Thereafter	2,579
Total	<u>\$ 39,757</u>

Retiree Health Care Plan (RHCP)

Plan Description

The City's defined benefit OPEB plan, City of Friendswood Retiree Health Care Plan (RHCP), provides OPEB through an implicit healthcare premium for retirees for all permanent full-time employees of the City. RHCP is a single-employer defined benefit OPEB plan administered by the City. At this time, no assets are accumulated in a trust to fund the future requirements of the RHCP.

Benefits provided

RHCP provides access to post retirement employees by offering a "blended premium" structure, that is, the overall health care premiums for active employees and non-Medicare retirees, are stated in terms of a single "blended premium". The difference between the underlying retiree claims and the blended overall health care premium is referred to as an "implicit" subsidy. Because the underlying claims costs for a non-Medicare retiree are on average higher than the blended premium, there is a positive implicit subsidy for the non-Medicare retirees.

Employees covered by benefit terms. At December 31, 2018, the following employees were covered by the benefit terms:

Retirees and beneficiaries	6
Inactive, nonretired members	0
Active members	<u>192</u>
Total	<u>198</u>

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 8. Post Employee Benefits Other Than Pensions (continued)

Retiree Health Care Plan (RHCP) (continued)

Total OPEB Liability

The City's total OPEB liability of \$1,107,657 was measured as of December 31, 2019, and was determined by an actuarial valuation as of December 31, 2018.

Actuarial assumptions and methods

The total OPEB liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date: December 31, 2018

Methods and Assumptions:

Actuarial Cost Method:	Individual Entry-Age Normal
Discount Rate:	2.75% as of December 31, 2019
Inflation:	2.50%
Salary Increases:	3.50% to 11.50%, including inflation
Demographic Assumptions:	Based on the experience study covering the four year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS)
Mortality:	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rate are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables to account for future mortality improvements.
Health Care Trend Rates:	Initial rate of 7.20% declining to an ultimate rate of 4.25% after 15 years.
Participation Rates:	It was assumed 20% of employees retiring at the age of 50 or over would choose to receive retiree health care coverage through the City. Employees retiring before the age of 50 were assumed to decline coverage.

Other Information:

Notes: The discount rate changed from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019. Additionally, the demographic and salary increase assumptions were updated to reflect the 2019 TMRS Experience Study.

Discount Rate

For plans that do not have formal assets, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. For the purpose of this valuation, the municipal bond rate is 2.75% (based on the daily rate closest to but not later than the measurement date of the Fidelity "20-Year Municipal GO AA Index"). The discount rate was 3.71% as of the prior measurement date.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 8. Post Employee Benefits Other Than Pensions (continued)

Retiree Health Care Plan (RHCP) (continued)

Plan Assets

There are no plan assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Changes in the Total OPEB Liability

Service cost	\$	46,995
Interest		36,314
Changes of benefit terms		-
Difference between expected and actual experience		8,768
Changes of assumptions		86,718
Benefit payments		(52,896)
Net change in total OPEB liability		125,899
Total OPEB liability - beginning		981,758
Total OPEB liability - ending	\$	<u>1,107,657</u>

The ending Total OPEB Liability was \$1,107,657 as of December 31, 2019.

Changes of assumptions reflect a change in the discount rate from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019, and minor updates to the health care trend assumption.

Sensitivity of the total OPEB liability to changes in the discount rate

The following presents the plan's total OPEB liability, calculated using a discount rate of 2.75%, as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is one percent lower or one percent higher:

1% Decrease to 1.75%	Current Discount Rate Assumption 2.75%	1% Increase to 2.75%
\$ 1,215,878	\$ 1,107,657	\$ 1,009,060

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates

The following presents the plan's total OPEB liability, calculated using the assumed trend rates as well as what the plan's total OPEB liability would be if it were calculated using a trend rate that is one percent lower or one percent higher:

1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
\$ 968,821	\$ 1,107,657	\$ 1,273,696

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 8. Post Employee Benefits Other Than Pensions (continued)

Retiree Health Care Plan (RHCP) (continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2020, the City recognized OPEB expense of \$77,414 related to the City's retiree healthcare plan and OPEB expense of \$59,663 related to the TMRS Supplemental Death Benefit Fund for a total OPEB expense of \$137,077.

At September 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 11,009	\$ (169,240)
Changes assumptions	119,002	-
Contributions subsequent to the measurement date	36,076	-
Total	<u>\$ 166,087</u>	<u>\$ (169,240)</u>

The \$36,076 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to OPEB, excluding contributions subsequent to the measurement date, will be recognized in OPEB expenses as follows:

Fiscal Year	Net Deferred Outflows (Inflows) of Resources
2021	\$ (5,895)
2022	(5,895)
2023	(5,895)
2024	(5,895)
2025	(5,895)
Thereafter	(9,754)
Total	<u>\$ (39,229)</u>

Note 9. Commitments and Contingencies

Southeast Water Purification Plant

The City has entered into a contract with the City of Houston for construction, operating and maintaining a water purification plant known as Southeast Water Purification Plant. The City's pro rata share of the actual pumping construction costs is 1.33 percent.

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 quarter, the City of Houston computes the total operation and maintenance expenses for the quarter just ended, recalculates the cost per one thousand gallons, and adjusts previous billings on the next invoice.

The relationship of the parties is of a fiduciary character, no partnership or joint venture is created by this contract.

Blackhawk Regional Wastewater Treatment Facility

On December 12, 1974, the City entered into an agreement with Gulf Coast Waste Disposal Authority to construct the Blackhawk Regional Wastewater Treatment Facility. The Blackhawk Wastewater Treatment Facility was constructed in the early 1980s and is a regional wastewater treatment plant serving MUD 55, Baybrook MUD 1, City of Houston and the City of Friendswood. The plant has a capacity of 9.25 million gallons per day (MGD) and is operated and maintained by Gulf Coast Waste Disposal Authority. Friendswood is the majority owner having 52.465% or 4.853 MGD of its capacity.

As a part of the contract with Gulf Coast Waste Disposal Authority, the City and all participants pay their share of operational costs and expenses (direct and indirect) incurred monthly at the Blackhawk Wastewater Treatment Facility based upon actual flows. This includes the maintenance of the plant and the creation and maintenance of reasonable reserves for repairs and other contingencies. Capital expenditures on the other hand shall be the responsibility of all participants based upon their purchased capacity in the plant. For Friendswood, that equates to 52.465% for capital projects identified and approved at the plant.

Federal and State Programs

The City recognizes grant monies received as reimbursement for costs incurred in certain federal and state programs it administers as revenue. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City's risk management program encompasses obtaining property and liability insurance through Texas Municipal League (TML), an Intergovernmental Risk Pool. The City has not had any significant reduction in insurance coverage and the amounts of insurance settlements have not exceeded insurance coverage for any of the last three years. The participation of the City in TML is limited to payment of premiums. During the year ended September 30, 2020, the City paid premiums to TML for provision of various liability, property and casualty insurance. The City has various deductible amounts ranging from \$500 to \$5,000 on various policies.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO THE FINANCIAL STATEMENTS (continued)

Note 9. Commitments and Contingencies (continued)

The City also provides workers' compensation insurance on its employees through TML. Workers' compensation is subject to change when audited by TML. At year-end, September 30, 2020, the City believed the amounts paid on workers' compensation would not change significantly from the amounts recorded.

During the year ended September 30, 2020, employees of the City were covered by a health and dental insurance plan. The City pays 90% of the monthly premium of employees choosing individual coverage only. The City pays 70% of the monthly premium for employees choosing to cover themselves and their dependents.

Note 10. Subsequent Events

In preparing the financial statements, the City has evaluated events and transactions for potential recognition or disclosure through March 22, 2021, the date on which the financial statements were available to be issued.

On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States and on March 13, 2020, the President of the United States declared the outbreak of COVID-19 in the United States a national emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in Texas in response to the COVID-19, which disaster declaration he has subsequently extended. In addition, certain local officials, including the County Judge of Galveston County, also declared a local state of disaster.

The full extent of the ongoing impact of COVID-19 on the City's fiscal year 2021 and longer-term operational and financial performance will depend on future developments, many of which are outside of its control, including the effectiveness of the mitigation strategies related to COVID-19, the duration and spread of COVID-19, and future governmental actions, all of which are highly uncertain and cannot be predicted.

On February 4, 2021, the City issued \$13,690,000 of waterworks and sewer system revenue bonds to make certain extensions and improvements to the system, to fund a deposit to the reserve fund, and to pay the costs of issuance of the bonds. The interest rates on the bonds are 3.0% - 4.0% and the maturity date is March 1, 2041.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF FRIENDSWOOD, TEXAS*Page 1 of 8***SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)****GENERAL FUND***For the Year Ended September 30, 2020*

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Revenues				
Property taxes	\$ 16,126,914	\$ 16,126,914	\$ 15,518,951	\$ (607,963)
Sales and alcohol taxes	6,653,782	6,653,782	7,097,134	443,352
Franchise taxes	2,155,318	2,155,318	2,142,660	(12,658)
Fines and forfeitures	788,580	788,580	690,913	(97,667)
Permits and fees	1,663,999	1,663,999	1,426,880	(237,119)
Intergovernmental	599,200	605,890	2,983,424	2,377,534
Investment earnings	237,790	237,790	197,606	(40,184)
Donations	17,750	68,018	59,473	(8,545)
Miscellaneous	11,240	13,737	112,876	99,139
Total Revenues	28,254,573	28,314,028	30,229,917	1,915,889
Expenditures				
General government:				
Mayor and council - governing body:				
Supplies and maintenance	8,750	8,250	3,471	4,779
Other services and charges	81,850	86,453	47,097	39,356
Total governing body	90,600	94,703	50,568	44,135
Mayor and council - city attorney:				
Personnel services	257,278	257,278	231,376	25,902
Supplies	450	450	176	274
Other services and charges	20,730	20,730	4,236	16,494
Total city attorney	278,458	278,458	235,788	42,670
City manager - administration:				
Personnel services	693,801	783,300	782,876	424
Supplies	21,780	27,406	21,102	6,304
Other services and charges	76,100	61,577	21,339	40,238
Total administration	791,681	872,283	825,317	46,966
City manager - economic development:				
Personnel services	174,767	269,841	269,769	72
Supplies	7,000	1,960	938	1,022
Other services and charges	73,320	95,340	91,506	3,834
Total economic development	255,087	367,141	362,213	4,928
City secretary - municipal clerk:				
Personnel services	336,816	340,556	339,904	652
Supplies	5,740	4,532	3,978	554
Other services and charges	17,970	18,840	14,037	4,803
Total municipal clerk	360,526	363,928	357,919	6,009

CITY OF FRIENDSWOOD, TEXAS*Page 2 of 8***SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)****GENERAL FUND***For the Year Ended September 30, 2020*

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
General government (continued):				
City secretary - election services:				
Supplies	\$ 1,210	\$ 1,210	\$ 168	\$ 1,042
Other services and charges	34,330	34,330	26,699	7,631
Total election services	35,540	35,540	26,867	8,673
City secretary - records management:				
Personnel services	138,448	135,316	125,045	10,271
Supplies	970	1,958	1,668	290
Other services and charges	23,220	22,212	16,851	5,361
Total records management	162,638	159,486	143,564	15,922
Administrative services - finance:				
Personnel services	990,393	995,939	993,302	2,637
Supplies	9,050	14,097	5,224	8,873
Other services and charges	124,210	113,874	90,901	22,973
Total finance	1,123,653	1,123,910	1,089,427	34,483
Administrative services - other admin:				
Other services and charges	217,900	217,900	157,309	60,591
Total other admin	217,900	217,900	157,309	60,591
Administrative services - municipal court:				
Personnel services	380,873	385,279	385,128	151
Supplies	5,780	5,964	5,357	607
Other services and charges	32,530	28,124	18,577	9,547
Total municipal court	419,183	419,367	409,062	10,305
Human resources - administration:				
Personnel services	390,869	390,869	392,253	(1,384)
Supplies	11,700	14,831	10,966	3,865
Other services and charges	78,860	72,608	20,535	52,073
Total administration	481,429	478,308	423,754	54,554
Human resources - insurance:				
Other services and charges	207,241	207,241	218,137	(10,896)
Total insurance	207,241	207,241	218,137	(10,896)

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)**
GENERAL FUND

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
General government (continued):				
Human resources - risk management:				
Personnel services	\$ 140,089	\$ 140,089	\$ 140,554	\$ (465)
Supplies	10,960	11,002	7,191	3,811
Other services and charges	28,880	28,880	14,156	14,724
Total risk management	179,929	179,971	161,901	18,070
Information technology - administration:				
Personnel services	567,473	567,473	583,202	(15,729)
Supplies	92,750	114,927	58,101	56,826
Repairs and maintenance	71,280	64,625	27,832	36,793
Other services and charges	550,690	642,772	518,744	124,028
Total administration	1,282,193	1,389,797	1,187,879	201,918
Total general government	5,886,058	6,188,033	5,649,705	538,328
Public Safety:				
Police department - administration:				
Personnel services	816,166	816,166	655,762	160,404
Supplies	32,240	33,476	19,997	13,479
Repairs and maintenance	33,500	20,356	1,181	19,175
Other services and charges	94,730	94,730	74,081	20,649
Total administration	976,636	964,728	751,021	213,707
Police department - communications:				
Personnel services	1,157,762	1,177,547	1,176,708	839
Supplies	9,700	11,263	6,800	4,463
Repairs and maintenance	36,250	36,250	24,240	12,010
Other services and charges	18,390	20,906	7,416	13,490
Total communications	1,222,102	1,245,966	1,215,164	30,802
Police department - patrol:				
Personnel services	6,040,149	5,986,775	5,832,930	153,845
Supplies	307,840	383,755	319,403	64,352
Repairs and maintenance	202,460	203,841	146,813	57,028
Other services and charges	499,460	508,885	474,539	34,346
Total patrol	7,049,909	7,083,256	6,773,685	309,571
Police department - patrol - DOT program:				
Personnel services	102,135	102,135	32,020	70,115
Supplies	4,730	4,730	2,831	1,899
Repairs and maintenance	1,000	1,000	-	1,000
Other services and charges	16,940	13,940	9,804	4,136
Total patrol - DOT program	124,805	121,805	44,655	77,150

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND**

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Public Safety (continued):				
Police department - criminal investigation:				
Personnel services	\$ 1,796,464	\$ 1,796,509	\$ 1,671,543	\$ 124,966
Supplies	61,610	74,623	56,725	17,898
Repairs and maintenance	50,600	50,095	23,318	26,777
Other services and charges	115,330	110,830	93,421	17,409
Total criminal investigation	2,024,004	2,032,057	1,845,007	187,050
Police department - animal control:				
Personnel services	315,135	331,279	329,617	1,662
Supplies	31,250	31,850	19,654	12,196
Repairs and maintenance	12,000	12,000	3,745	8,255
Other services and charges	70,460	77,726	52,033	25,693
Total animal services	428,845	452,855	405,049	47,806
Fire marshal - administration:				
Personnel services	790,473	790,473	783,701	6,772
Supplies	29,750	34,725	33,092	1,633
Repairs and maintenance	7,050	4,951	4,802	149
Other services and charges	59,430	56,923	51,899	5,024
Total administration	886,703	887,072	873,494	13,578
Fire marshal - emergency management:				
Personnel services	73,772	75,979	75,952	27
Supplies	26,550	17,217	11,004	6,213
Repairs and maintenance	3,000	11,278	9,599	1,679
Other services and charges	44,230	35,952	25,581	10,371
Total emergency management	147,552	140,426	122,136	18,290
Fire marshal - fire/ems administration:				
Other services and charges	1,478,300	1,478,300	1,709,237	(230,937)
Total fire/ems administration	1,478,300	1,478,300	1,709,237	(230,937)
Fire marshal - storm:				
Personnel services	-	-	19,970	(19,970)
Supplies	-	-	46,683	(46,683)
Total storm	-	-	66,653	(66,653)
Fire marshal - public safety health:				
Personnel services	-	-	4,442	(4,442)
Supplies	-	-	237,116	(237,116)
Other services and charges	-	-	106,682	(106,682)
Total public safety health	-	-	348,240	(348,240)
Total public safety	14,338,856	14,406,465	14,154,341	252,124

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)**
GENERAL FUND

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Public Works:				
Administration:				
Personnel services	\$ 236,142	\$ 238,910	\$ 237,971	\$ 939
Supplies	3,650	7,889	6,968	921
Other services and charges	13,970	11,227	2,087	9,140
Total administration	253,762	258,026	247,026	11,000
Streets:				
Personnel services	803,312	803,312	641,146	162,166
Supplies	94,530	99,205	86,828	12,377
Repairs and maintenance	135,000	112,512	69,432	43,080
Other services and charges	425,050	498,532	534,171	(35,639)
Total streets	1,457,892	1,513,561	1,331,577	181,984
Drainage:				
Personnel services	300,967	300,967	293,417	7,550
Supplies	11,890	12,640	9,661	2,979
Repairs and maintenance	51,800	55,290	24,135	31,155
Other services and charges	22,470	23,080	17,913	5,167
Total drainage	387,127	391,977	345,126	46,851
Total public works	2,098,781	2,163,564	1,923,729	239,835
Engineering:				
Capital projects administration:				
Personnel services	339,802	339,802	378,401	(38,599)
Supplies	12,480	27,669	22,629	5,040
Repairs and maintenance	4,500	4,500	622	3,878
Other services and charges	30,270	49,326	33,324	16,002
Total capital projects administration	387,052	421,297	434,976	(13,679)
Total engineering	387,052	421,297	434,976	(13,679)
Community development:				
Administration:				
Personnel services	329,888	341,083	340,949	134
Supplies	7,980	8,580	7,000	1,580
Other services and charges	21,760	21,760	8,122	13,638
Total administration	359,628	371,423	356,071	15,352

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)
GENERAL FUND**

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Community development (continued):				
Planning and zoning:				
Personnel services	\$ 306,330	\$ 295,135	\$ 270,474	\$ 24,661
Supplies	2,600	7,600	5,290	2,310
Other services and charges	79,350	73,750	60,929	12,821
Total planning and zoning	388,280	376,485	336,693	39,792
Inspection and code enforcement:				
Personnel services	409,202	412,032	410,090	1,942
Supplies	11,060	11,060	7,061	3,999
Repairs and maintenance	3,800	3,000	1,727	1,273
Other services and charges	55,260	53,230	27,924	25,306
Total inspection and code enforcement	479,322	479,322	446,802	32,520
Total community development	1,227,230	1,227,230	1,139,566	87,664
Parks and recreation:				
Administration:				
Personnel services	258,485	271,992	271,887	105
Supplies	4,350	9,816	9,680	136
Repairs and maintenance	33,130	30,409	22,928	7,481
Total drainage	295,965	312,217	304,495	7,722
Recreation programs:				
Personnel services	306,661	306,661	305,625	1,036
Supplies	20,650	21,189	21,053	136
Other services and charges	109,340	119,940	104,076	15,864
Total recreation programs	436,651	447,790	430,754	17,036
July 4th program:				
Personnel services	29,543	29,543	512	29,031
Supplies	4,150	5,341	5,180	161
Other services and charges	80,580	76,029	17,365	58,664
Total July 4th program	114,273	110,913	23,057	87,856
Summer day camp program:				
Personnel services	111,332	111,332	0	111,332
Supplies	15,450	15,450	3,710	11,740
Other services and charges	43,950	43,950	139	43,811
Total summer day camp program	170,732	170,732	3,849	166,883

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)**
GENERAL FUND

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual Amounts	Variance with Final budget - Positive (Negative)
	Original	Final		
Parks and recreation (continued):				
Keep Friendswood Beautiful committee:				
Supplies	\$ 14,680	\$ 19,023	\$ 18,913	\$ 110
Repairs and maintenance	5,000	4,312	2,672	1,640
Other services and charges	23,130	36,462	31,819	4,643
Total Keep Friendswood Beautiful committee	42,810	59,797	53,404	6,393
Stevenson Park pool:				
Personnel services	67,021	67,021	33,324	33,697
Supplies	25,450	26,870	26,584	286
Repairs and maintenance	4,500	6,580	6,229	351
Other services and charges	27,840	29,840	26,828	3,012
Total Stevenson park pool	124,811	130,311	92,965	37,346
Senior activity center:				
Personnel services	174,925	174,925	173,154	1,771
Supplies	10,890	14,896	12,658	2,238
Repairs and maintenance	2,000	2,000	1,311	689
Other services and charges	17,680	17,030	8,600	8,430
Total senior activity center	205,495	208,851	195,723	13,128
Park operations:				
Personnel services	753,406	742,086	631,365	110,721
Supplies	91,780	67,842	62,525	5,317
Repairs and maintenance	169,100	162,417	150,158	12,259
Other services and charges	524,250	553,864	476,915	76,949
Total parks operations	1,538,536	1,526,209	1,320,963	205,246
Facility operations:				
Supplies	32,000	44,539	40,631	3,908
Repairs and maintenance	171,000	189,473	187,026	2,447
Other services and charges	847,280	893,880	773,654	120,226
Total facility operations	1,050,280	1,127,892	1,001,311	126,581
Total parks and recreation	3,979,553	4,094,712	3,426,521	668,191
Library:				
Administration:				
Personnel services	1,074,142	1,074,142	1,022,131	52,011
Supplies	154,470	168,592	132,496	36,096
Repairs and maintenance	440	545	545	-
Other services and charges	23,080	46,856	27,117	19,739
Total administration	1,252,132	1,290,135	1,182,289	107,846
Total library	1,252,132	1,290,135	1,182,289	107,846

CITY OF FRIENDSWOOD, TEXAS

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**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL (WITH VARIANCES)**

GENERAL FUND

For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final budget - Positive (Negative)
Capital improvements:				
Capital outlay	\$ 948,500	\$ 3,586,365	\$ 2,094,024	\$ 1,492,341
Total capital improvements	948,500	3,586,365	2,094,024	1,492,341
Total Expenditures	30,118,162	33,377,801	30,005,151	3,372,650
Excess (deficiency) of revenues over expenditures	(1,863,589)	(5,063,773)	224,766	5,288,539
Other Financing Sources (Uses)				
Insurance recoveries	-	6,380	8,548	2,168
Sale of capital assets	-	7,000	11,568	4,568
Issuance of capital lease	-	1,012,873	1,019,000	6,127
Transfers in	1,379,267	1,461,704	1,461,704	-
Transfers out	-	(74,325)	(77,051)	(2,726)
Total Other Financing Sources (Uses)	1,379,267	2,413,632	2,423,769	10,137
Net change in fund balances	(484,322)	(2,650,141)	2,648,535	5,298,676
Fund balances - beginning	14,223,489	14,223,489	14,223,489	-
Fund balances - ending	\$ 13,739,167	\$ 11,573,348	\$ 16,872,024	\$ 5,298,676

Budgetary Basis of Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles.

Budgetary Information

The City's Code of Ordinances establishes the following framework for the preparation and format of the City's annual budget:

Content

The budget shall provide a complete financial plan of all City funds and activities and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, the proposed property tax levy, and all proposed expenditures for the ensuing fiscal years, including debt service and an itemized estimate of the expense of conducting each Department of the City. The proposed budget expenditures shall not exceed the total of estimated income. It shall also include, in separate sections:

- 1) Tax levies, rates and collections for the preceding five years.
- 2) The amount required for interest on the City's debts, for sinking fund and for maturing serial bonds.
- 3) The total amount of outstanding City debts, with a schedule of maturities on bond issues.
- 4) Anticipated net surplus of deficit for the ensuing fiscal year of each utility owned or operated by the City and the proposed method of its disposition, subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget.
- 5) A capital program, which may be revised and extended each year to indicate capital improvements pending or in process of construction or acquisition, and shall include the following items which shall be attached as appendices to the budget:
 - a) A summary of proposed programs;
 - b) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
 - c) Cost estimates, method of financing and recommended time schedules from each such improvement; and
 - d) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.
- 6) Such other information as may be required by the Council.

Submission

On or before the first day of August of each year, the City Manager shall submit to the Council a proposed budget and an accompanying message. The Council shall review the proposed budget and revise as deemed appropriate prior to general circulation for public hearing.

Public Notice and Hearing

The Council shall post in the City Hall and publish in the official newspaper a general summary of their proposed budget and a notice stating:

- 1) The times and places where copies of the message and budget are available for inspection by the public; and
- 2) The time and place, not less than ten nor more than 30 days after such publication, for a public hearing on the budget.

Amendment Before Adoption

After the public hearing, the Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus funds available from prior years.

If the Council fails to adopt an annual budget before the start of the fiscal year to which it applies, appropriations of the last budget adopted shall be considered as adopted for the current fiscal year on a month to month, pro rata basis, until the annual budget is adopted. Adoption of the budget shall require an affirmative vote of at least a majority of all members of the Council. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

Amendments After Adoption

At any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, division, or office, and, upon written request by the City Manager, the Council may be by ordinance transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

No appropriation for debt service may be reduced or transferred and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The City Council made supplemental budgetary appropriation changes during the fiscal year. The reported budgetary data has been revised for these amendments legally authorized during the year.

Excess of Expenditures over Appropriations

For the year ended September 30, 2020, expenditures exceeded appropriations in the following departments (the legal level of budgetary control):

Fire marshal	\$613,962
Engineering	\$13,679

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
Last Six Measurement Years

	2019	2018	2017	2016	2015	2014
A. Total pension liability						
1. Service Cost	\$ 2,738,906	\$ 2,626,099	\$ 2,505,392	\$ 2,334,817	\$ 2,204,299	\$ 2,018,353
2. Interest (on the Total Pension Liability)	5,345,140	5,044,613	4,755,782	4,435,987	4,317,394	4,084,392
3. Difference between expected and actual experience	1,150,459	59,617	(60,180)	366,687	(1,032,789)	(736,093)
4. Changes of assumptions	378,973	-	-	-	847,469	-
5. Benefit payments, including refunds of employee	(3,210,157)	(3,458,824)	(2,505,921)	(2,464,107)	(2,256,734)	(2,005,311)
6. Net change in total pension liability	6,403,321	4,271,505	4,695,073	4,673,384	4,079,639	3,361,341
7. Total pension liability – beginning	79,422,879	75,151,374	70,456,304	65,782,920	61,703,281	58,341,940
8. Total pension liability – ending	85,826,200	79,422,879	75,151,377	70,456,304	65,782,920	61,703,281
B. Plan fiduciary net position						
1. Contributions – employer	2,395,398	2,305,344	2,182,093	2,037,849	1,998,038	1,867,782
2. Contributions – employee	1,068,692	1,025,248	987,399	923,896	886,669	829,598
3. Net investment income	10,053,454	(2,013,270)	8,104,390	3,672,583	79,202	2,868,842
4. Benefit payments, including refunds of employee contributions	(3,210,157)	(3,458,824)	(2,505,921)	(2,464,107)	(2,256,734)	(2,005,311)
5. Administrative Expense	(56,778)	(38,892)	(41,987)	(41,467)	(48,239)	(29,949)
6. Other	(1,704)	(2,032)	(2,127)	(2,234)	(2,383)	(2,462)
7. Net change in plan fiduciary net position	10,248,905	(2,182,426)	8,723,847	4,126,520	656,553	3,528,500
8. Plan fiduciary net position – beginning	64,996,779	67,179,205	58,455,358	54,328,838	53,672,285	50,143,785
9. Plan fiduciary net position – ending	75,245,684	64,996,779	67,179,205	58,455,358	54,328,838	53,672,285
C. Net pension liability (A.9 – B.9)	\$ 10,580,516	\$ 14,426,100	\$ 7,972,172	\$ 12,000,946	\$ 11,454,082	\$ 8,030,996
D. Plan fiduciary net position as a percentage of the total pension liability	87.67%	81.84%	89.39%	82.97%	82.59%	86.98%
E. Covered payroll	\$ 15,267,034	\$ 14,646,398	\$ 14,098,997	\$ 13,198,512	\$ 12,653,842	\$ 11,851,396
F. Net position liability as a percentage of covered payroll	69.30%	98.50%	56.54%	90.93%	90.52%	67.76%

Note: Ten years of data should be presented in this schedule but data was unavailable prior to 2014.

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF CITY CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
Last Seven Fiscal Years

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Actuarially required contributions	\$ 2,485,117	\$ 2,376,185	\$ 2,255,270	\$ 2,161,617	\$ 2,100,698
Contributions in relation to the actuarially required contributions	<u>2,485,117</u>	<u>2,376,185</u>	<u>2,255,270</u>	<u>2,161,617</u>	<u>2,100,698</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 15,724,041	\$ 15,133,171	\$ 14,385,208	\$ 13,986,135	\$ 13,525,613
Contributions as a percentage of covered payroll	15.80%	15.70%	15.68%	15.46%	15.53%

	<u>2015</u>	<u>2014</u>
Actuarially required contributions	\$ 1,960,652	\$ 1,847,375
Contributions in relation to the actuarially required contributions	<u>1,960,652</u>	<u>1,847,375</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 12,423,310	\$ 11,781,281
Contributions as a percentage of covered payroll	15.78%	15.68%

Note: Ten years of data should be presented in this schedule but data was unavailable prior to 2014.

CITY OF FRIENDSWOOD, TEXAS
NOTES TO SCHEDULE OF CONTRIBUTIONS
For the Year Ended September 30, 2020

Valuation Date: Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	26 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 – 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB (10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information: There were no benefit changes during the year.

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM SUPPLEMENTAL DEATH BENEFITS FUND
Last Three Measurement Years**

	2019	2018	2017
Service cost	\$ 27,481	\$ 30,757	\$ 26,788
Interest	23,199	20,933	20,384
Difference between expected and actual experience	(60,356)	(7,425)	-
Changes of assumptions	118,183	(43,775)	49,777
Benefit payments **	(6,107)	(5,859)	(5,640)
Net change in total OPEB liability	102,400	(5,369)	91,309
Total OPEB liability - beginning	614,614	619,983	528,674
Total OPEB liability - ending	<u>\$ 717,014</u>	<u>\$ 614,614</u>	<u>\$ 619,983</u>
Covered payroll	\$ 15,267,034	\$ 14,646,398	\$ 14,098,997
Total OPEB liability as a percentage of covered payroll	4.70%	4.20%	4.40%

** Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Amounts presented are for each measurement year, which end the preceding December 31 of the City's fiscal year end.

Total OPEB liability is calculated using a new methodology and will be presented prospectively in accordance with GASB 75.

Ten years of data should be presented in this schedule but data was unavailable prior to 2017.

Notes to Required Supplementary Information:*Changes of assumptions:*

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

2019	2.75%
2018	3.71%

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
CITY OF FRIENDSWOOD RETIREE HEALTH CARE PLAN
Last Three Measurement Years

	2019	2018	2017
Service cost	\$ 46,995	\$ 53,919	\$ 44,637
Interest	36,314	37,843	39,497
Difference between expected and actual experience	8,768	(214,124)	4,573
Changes of assumptions	86,718	7,071	51,765
Benefit payments	(52,896)	(38,566)	(38,414)
Net change in total OPEB liability	125,899	(153,857)	102,058
Total OPEB liability - beginning	981,758	1,135,615	1,033,557
Total OPEB liability - ending	<u>\$ 1,107,657</u>	<u>\$ 981,758</u>	<u>\$ 1,135,615</u>
Covered payroll	\$ 15,267,037	\$ 14,646,402	\$ 12,035,859
Total OPEB liability as a percentage of covered payroll	7.26%	6.70%	9.44%

Total OPEB liability is calculated using a new methodology and will be presented prospectively in accordance with GASB 75.

Ten years of data should be presented in this schedule but data was unavailable prior to 2017.

Notes to Required Supplementary Information:

Methods and Assumptions Used to Determine Contribution Rates:

The demographic assumptions are based on the assumptions that were developed for the defined benefit plan in which the City participates (TMRS). The assumptions are based on the experience study covering the four year period ending December 31, 2014 as conducted for the Texas Municipal Retirement System (TMRS).

Assumption changes:

1. The discount rate decreased from 3.71% as of December 31, 2018 to 2.75% as of December 31, 2019. This change increased the total OPEB liability.
2. The health care trend rates were updated to better reflect the plan's anticipated experience.

**COMBINING AND INDIVIDUAL FUND
FINANCIAL STATEMENTS AND SCHEDULES**

NONMAJOR GOVERNMENTAL FUNDS

The ***Special Revenue Funds*** are used to account for specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

Police Investigation Fund – This fund is used to account for revenues that are restricted to police investigation expenditures.

Fire/EMS Donation Fund – This fund accounts for revenues that are restricted for Fire/EMS capital outlays and debt repayments.

Municipal Court Fund – This fund accounts for revenues that are restricted for court technology and building security. In 1999, the state legislature authorized a court technology and court security fee for municipal court fines. In 2019, the state legislature authorized additional fees for truancy and jury services.

2017 Community Development Block Grant – Disaster Recovery – This fund is used to account for revenues that are restricted to the Community Block Grant – Disaster Recovery expenditures.

Texas Water Development Board Flood Mitigation Acquisition Grant – This fund is used to account for revenues that are restricted for the FEMA Flood Mitigation Assistance Grant Program. The funds will be used for the acquisition and demolition of properties in flood-prone areas.

Hazard Mitigation Grant Program – This fund is used to account for federal grants that are restricted to the acquisition and demolition of flood-prone residential structures located within the City.

The ***Permanent Fund*** is used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the City's programs.

1776 Park Fund – This fund is used to account for assets held by the City in a trustee capacity and the earnings benefit this City Park.

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities.

Sidewalk Installation Fund – This fund is used to account for receipts from developers to install sidewalks in neighborhood developments.

Park Land Dedication Fund – This fund is used to account for receipts from developers to build or enhance neighborhood and community parks.

Street Improvement Fund – This fund is used to record sales tax revenue collected for City's streets maintenance and improvements.

MAJOR GOVERNMENTAL FUNDS

Debt Service Funds are used to account for the accumulation of resources that are restricted, committed, or assigned for the repayment of principal and interest on long-term obligations of the governmental funds.

Debt Service Fund – is used to account for the accumulation of resources for the payment of general long-term debt principal, interest and related costs.

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities.

Bond Construction Fund – is used to account for the construction of public facilities, and park, street and drainage improvements that are funded by the proceeds from Permanent Improvement Bonds.

CITY OF FRIENDSWOOD, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2020

	Special Revenue Funds				
	Police Investigation	Fires/EMS Donation	Municipal Court	2017 CDBG Harvey	TWDB Flood Mitigation Acquisition Grant
Assets					
Cash and cash equivalents	\$ 31,690	\$ 113,825	\$ 32,799	\$ 28,974	\$ 93,103
Investments	186,565	691,993	202,138	176,148	566,017
Receivables, net of allowance:					
Taxes receivable	-	-	-	-	-
Customer accounts	-	2,553	-	-	-
Other receivables	-	-	3,573	-	-
Accrued interest	373	1,372	366	-	-
Due from other governments	-	-	-	-	-
Total Assets	\$ 218,628	\$ 809,743	\$ 238,876	\$ 205,122	\$ 659,120
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	\$ 17,272	\$ 48,936	\$ -	\$ -	\$ 581,120
Retainage payable	-	-	-	-	-
Due to other funds	-	-	-	208,716	1,775,663
Total Liabilities	17,272	48,936	-	208,716	2,356,783
Deferred Inflows of Resources:					
Unavailable revenue	-	-	3,753	-	-
Total Deferred Inflows	-	-	3,753	-	-
Fund Balances:					
Nonspendable:					
Permanent fund	-	-	-	-	-
Restricted:					
Municipal court operations	-	-	235,123	-	-
Public safety	201,356	760,807	-	-	-
Capital projects	-	-	-	-	-
Unassigned	-	-	-	(3,594)	(1,697,663)
Total Fund Balances	201,356	760,807	235,123	(3,594)	(1,697,663)
Total Liabilities, deferred inflows of resources, and fund balances	\$ 218,628	\$ 809,743	\$ 238,876	\$ 205,122	\$ 659,120

	Permanent	Capital Projects Funds			
HMGP Acquisition & Demolition Project	1776 Park	Sidewalk Installation	Park Land Dedication	Street Improvement	Total Nonmajor Governmental Funds
\$ 25,783	\$ 1,561	\$ 6,150	\$ 18,154	\$ 171,342	\$ 523,381
156,745	9,491	37,385	110,368	1,041,672	3,178,522
-	-	-	-	306,732	306,732
-	-	-	-	-	2,553
-	-	-	-	-	3,573
-	18	70	195	3,454	5,848
218,220	-	-	-	-	218,220
<u>\$ 400,748</u>	<u>\$ 11,070</u>	<u>\$ 43,605</u>	<u>\$ 128,717</u>	<u>\$ 1,523,200</u>	<u>\$ 4,238,829</u>
\$ 181,024	\$ -	\$ -	\$ 2,600	\$ 866,750	\$ 1,697,702
-	-	-	-	179,220	179,220
345,210	-	-	-	-	2,329,589
<u>526,234</u>	<u>-</u>	<u>-</u>	<u>2,600</u>	<u>1,045,970</u>	<u>4,206,511</u>
-	-	-	-	-	3,753
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,753</u>
-	11,070	-	-	-	11,070
-	-	-	-	-	235,123
-	-	-	-	-	962,163
-	-	43,605	126,117	477,230	646,952
(125,486)	-	-	-	-	(1,826,743)
<u>(125,486)</u>	<u>11,070</u>	<u>43,605</u>	<u>126,117</u>	<u>477,230</u>	<u>28,565</u>
<u>\$ 400,748</u>	<u>\$ 11,070</u>	<u>\$ 43,605</u>	<u>\$ 128,717</u>	<u>\$ 1,523,200</u>	<u>\$ 4,238,829</u>

CITY OF FRIENDSWOOD, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2020

	Special Revenue Funds				
	Police Investigation	Fires/EMS Donation	Municipal Court	2017 CDBG Harvey	TWDB Flood Mitigation Acquisition Grant
Revenues					
Sales taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Fines and forfeitures	48,134	-	41,670	-	-
Permits and fees	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Miscellaneous	-	598,448	-	-	-
Donations	-	215,472	-	-	-
Investment earnings	2,653	7,035	2,443	-	-
Total Revenues	<u>50,787</u>	<u>820,955</u>	<u>44,113</u>	<u>-</u>	<u>-</u>
Expenditures					
Current:					
General government	-	-	40,723	-	-
Public safety	31,589	120,934	-	-	-
Public works	-	-	-	3,594	22,050
Debt service:					
Principal	-	-	-	-	-
Interest and other charges	-	-	-	-	-
Capital outlay	-	843,718	-	-	1,675,613
Total Expenditures	<u>31,589</u>	<u>964,652</u>	<u>40,723</u>	<u>3,594</u>	<u>1,697,663</u>
Excess (deficiency) of revenues over (under) expenditures	<u>19,198</u>	<u>(143,697)</u>	<u>3,390</u>	<u>(3,594)</u>	<u>(1,697,663)</u>
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Sale of capital assets	-	61,000	-	-	-
Proceeds from capital lease	-	772,015	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>833,015</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	19,198	689,318	3,390	(3,594)	(1,697,663)
Fund balances - beginning	<u>182,158</u>	<u>71,489</u>	<u>231,733</u>	<u>-</u>	<u>-</u>
Fund balances - ending	<u>\$ 201,356</u>	<u>\$ 760,807</u>	<u>\$ 235,123</u>	<u>\$ (3,594)</u>	<u>\$ (1,697,663)</u>

	Permanent	Capital Projects Funds			
HMGP Acquisition & Demolition Project	1776 Park	Sidewalk Installation	Park Land Dedication	Street Improvement	Total Nonmajor Governmental Funds
-	\$ -	\$ -	\$ -	\$ 1,749,225	\$ 1,749,225
-	-	-	-	-	89,804
-	-	9,275	68,400	-	77,675
845,474	-	-	-	-	845,474
-	-	-	-	-	598,448
-	-	-	-	-	215,472
-	184	446	959	30,219	43,939
845,474	184	9,721	69,359	1,779,444	3,620,037
-	-	-	-	-	40,723
-	-	-	-	-	152,523
65,019	-	-	-	3,943,786	4,034,449
-	-	-	-	-	-
-	-	-	-	-	-
909,850	13,852	-	15,130	-	3,458,163
974,869	13,852	-	15,130	3,943,786	7,685,858
(129,395)	(13,668)	9,721	54,229	(2,164,342)	(4,065,821)
3,909	-	-	-	-	3,909
-	-	-	-	-	61,000
-	-	-	-	-	772,015
3,909	-	-	-	-	836,924
(125,486)	(13,668)	9,721	54,229	(2,164,342)	(3,228,897)
-	24,738	33,884	71,888	2,641,572	3,257,462
\$ (125,486)	\$ 11,070	\$ 43,605	\$ 126,117	\$ 477,230	\$ 28,565

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
POLICE INVESTIGATION
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Fines and forfeitures	\$ -	\$ -	\$ 48,134	\$ 48,134
Investment earnings	4,720	4,720	2,653	(2,067)
Total Revenues	<u>4,720</u>	<u>4,720</u>	<u>50,787</u>	<u>46,067</u>
Expenditures				
Current:				
Public safety	-	31,589	31,589	-
Total Expenditures	<u>-</u>	<u>31,589</u>	<u>31,589</u>	<u>-</u>
Net change in fund balances	4,720	(26,869)	19,198	46,067
Fund balances - beginning	<u>182,158</u>	<u>182,158</u>	<u>182,158</u>	<u>-</u>
Fund balances - ending	<u>\$ 186,878</u>	<u>\$ 155,289</u>	<u>\$ 201,356</u>	<u>\$ 46,067</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FIRE/EMS DONATION
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Donations	\$ 200,000	\$ 200,000	\$ 215,472	\$ 15,472
Investment earnings	900	900	7,035	6,135
Miscellaneous	-	103,000	598,448	495,448
Total Revenues	<u>200,900</u>	<u>303,900</u>	<u>820,955</u>	<u>517,055</u>
Expenditures				
Current:				
Public safety	72,000	125,000	120,934	4,066
Debt service:				
Principal	70,518	70,518	-	70,518
Interest and other charges	14,482	14,482	-	14,482
Capital outlay	<u>43,900</u>	<u>887,618</u>	<u>843,718</u>	<u>43,900</u>
Total Expenditures	<u>200,900</u>	<u>1,097,618</u>	<u>964,652</u>	<u>132,966</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>(793,718)</u>	<u>(143,697)</u>	<u>650,021</u>
Other Financing Sources (Uses)				
Sale of capital assets	-	16,000	61,000	45,000
Proceeds from capital lease	<u>-</u>	<u>772,015</u>	<u>772,015</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>788,015</u>	<u>833,015</u>	<u>45,000</u>
Net change in fund balances	-	(5,703)	689,318	695,021
Fund balances - beginning	<u>71,489</u>	<u>71,489</u>	<u>71,489</u>	<u>-</u>
Fund balances - ending	<u>\$ 71,489</u>	<u>\$ 65,786</u>	<u>\$ 760,807</u>	<u>\$ 695,021</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
MUNICIPAL COURT
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Fines and forfeitures	\$ 49,000	\$ 49,000	\$ 41,670	\$ (7,330)
Investment earnings	3,280	3,280	2,443	(837)
Total Revenues	<u>52,280</u>	<u>52,280</u>	<u>44,113</u>	<u>(8,167)</u>
Expenditures				
Current:				
General government	53,087	53,087	40,723	12,364
Total Expenditures	<u>53,087</u>	<u>53,087</u>	<u>40,723</u>	<u>12,364</u>
Net change in fund balances	(807)	(807)	3,390	4,197
Fund balances - beginning	<u>231,733</u>	<u>231,733</u>	<u>231,733</u>	<u>-</u>
Fund balances - ending	<u>\$ 230,926</u>	<u>\$ 230,926</u>	<u>\$ 235,123</u>	<u>\$ 4,197</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
1776 PARK
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Investment earnings	\$ 370	\$ 370	\$ 184	\$ (186)
Total Revenues	<u>370</u>	<u>370</u>	<u>184</u>	<u>(186)</u>
Expenditures				
Capital outlay	-	13,852	13,852	-
Total Expenditures	<u>-</u>	<u>13,852</u>	<u>13,852</u>	<u>-</u>
Net change in fund balances	370	(13,482)	(13,668)	(186)
Fund balances - beginning	<u>24,738</u>	<u>24,738</u>	<u>24,738</u>	<u>-</u>
Fund balances - ending	<u>\$ 25,108</u>	<u>\$ 11,256</u>	<u>\$ 11,070</u>	<u>\$ (186)</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
SIDEWALK INSTALLATION
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Permits and fees	\$ -	\$ -	\$ 9,275	\$ 9,275
Investment earnings	420	420	446	26
Total Revenues	<u>420</u>	<u>420</u>	<u>9,721</u>	<u>9,301</u>
Expenditures				
Current:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	420	420	9,721	9,301
Fund balances - beginning	<u>33,884</u>	<u>33,884</u>	<u>33,884</u>	<u>-</u>
Fund balances - ending	<u>\$ 34,304</u>	<u>\$ 34,304</u>	<u>\$ 43,605</u>	<u>\$ 9,301</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
PARK LAND DEDICATION
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Permit and fees	\$ 32,000	\$ 32,000	\$ 68,400	\$ 36,400
Investment earnings	430	430	959	529
Total Revenues	<u>32,430</u>	<u>32,430</u>	<u>69,359</u>	<u>36,929</u>
Expenditures				
Current:				
Capital outlay	-	31,060	15,130	15,930
Total Expenditures	<u>-</u>	<u>31,060</u>	<u>15,130</u>	<u>15,930</u>
Net change in fund balances	32,430	1,370	54,229	52,859
Fund balances - beginning	<u>71,888</u>	<u>71,888</u>	<u>71,888</u>	<u>-</u>
Fund balances - ending	<u>\$ 104,318</u>	<u>\$ 73,258</u>	<u>\$ 126,117</u>	<u>\$ 52,859</u>

CITY OF FRIENDSWOOD, TEXAS**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES****BUDGET AND ACTUAL****STREET IMPROVEMENT***For the Year Ended September 30, 2020*

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Sales taxes	\$ 1,622,100	\$ 1,622,100	\$ 1,749,225	\$ 127,125
Investment earnings	36,400	36,400	30,219	(6,181)
Total Revenues	<u>1,658,500</u>	<u>1,658,500</u>	<u>1,779,444</u>	<u>120,944</u>
Expenditures				
Public works	-	262,781	3,943,786	(3,681,005)
Capital outlay	-	2,793,634	-	2,793,634
Total Expenditures	<u>-</u>	<u>3,056,415</u>	<u>3,943,786</u>	<u>(887,371)</u>
Net change in fund balances	1,658,500	(1,397,915)	(2,164,342)	(766,427)
Fund balances - beginning	<u>2,641,572</u>	<u>2,641,572</u>	<u>2,641,572</u>	<u>-</u>
Fund balances - ending	<u>\$ 4,300,072</u>	<u>\$ 1,243,657</u>	<u>\$ 477,230</u>	<u>\$ (766,427)</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
DEBT SERVICE
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Property taxes	\$ 3,319,901	\$ 3,319,901	\$ 3,204,801	\$ (115,100)
Investment earnings	12,630	12,630	9,293	(3,337)
Total Revenues	<u>3,332,531</u>	<u>3,332,531</u>	<u>3,214,094</u>	<u>(118,437)</u>
Expenditures				
Debt service:				
Principal	2,211,498	2,221,257	2,221,257	-
Interest and other charges	1,083,403	1,149,063	1,146,520	2,543
Total Expenditures	<u>3,294,901</u>	<u>3,370,320</u>	<u>3,367,777</u>	<u>2,543</u>
Excess (deficiency) of revenues over expenditures	<u>37,630</u>	<u>(37,789)</u>	<u>(153,683)</u>	<u>(115,894)</u>
Other Financing Sources (Uses)				
Issuance of refunding bonds	-	2,670,000	2,065,000	(605,000)
Premium on bond issuance	-	343,348	343,348	-
Transfers in	-	66,205	119,372	53,167
Transfers out	-	(631,875)	(26,875)	605,000
Payments to refunding bond escrow agent	-	(2,372,259)	(2,372,262)	(3)
Total Other Financing Sources	<u>-</u>	<u>75,419</u>	<u>128,583</u>	<u>53,164</u>
Net change in fund balances	37,630	37,630	(25,100)	(62,730)
Fund balances - beginning	<u>57,009</u>	<u>57,009</u>	<u>57,009</u>	<u>-</u>
Fund balances - ending	<u>\$ 94,639</u>	<u>\$ 94,639</u>	<u>\$ 31,909</u>	<u>\$ (62,730)</u>

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
BOND CONSTRUCTION
For the Year Ended September 30, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget - Positive (Negative)
Revenues				
Investment earnings	\$ 117,810	\$ 117,810	\$ 23,567	\$ (94,243)
Miscellaneous	-	-	8,397	8,397
Total Revenues	<u>117,810</u>	<u>117,810</u>	<u>31,964</u>	<u>(85,846)</u>
Expenditures				
Current:				
Public works	-	-	63,135	(63,135)
Debt service:				
Bond issuance costs	-	139,287	139,287	-
Capital outlay	-	9,949,003	7,313,288	2,635,715
Total Expenditures	<u>-</u>	<u>10,088,290</u>	<u>7,515,710</u>	<u>2,572,580</u>
Excess (deficiency) of revenues over expenditures	<u>117,810</u>	<u>(9,970,480)</u>	<u>(7,483,746)</u>	<u>2,486,734</u>
Other Financing Sources (Uses)				
Issuance of capital-related debt	-	7,795,000	7,795,000	-
Premium on issuance of bonds	-	410,492	410,492	-
Transfers out	-	(66,205)	(119,372)	(53,167)
Total Other Financing Sources (Uses)	<u>-</u>	<u>8,139,287</u>	<u>8,086,120</u>	<u>(53,167)</u>
Net change in fund balances	117,810	(1,831,193)	602,374	2,433,567
Fund balances - beginning	<u>2,278,662</u>	<u>2,278,662</u>	<u>2,278,662</u>	<u>-</u>
Fund balances - ending	<u>\$ 2,396,472</u>	<u>\$ 447,469</u>	<u>\$ 2,881,036</u>	<u>\$ 2,433,567</u>

**STATISTICAL SECTION
(Unaudited)**



STATISTICAL SECTION (Unaudited)

This part of the City of Friendswood's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents Pages

<i>Financial Trends</i>	<i>108</i>
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	
<i>Revenue Capacity</i>	<i>118</i>
These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.	
<i>Debt Capacity</i>	<i>123</i>
These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.	
<i>Demographic and Economic Information</i>	<i>128</i>
This schedule offers demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.	
<i>Operating Information</i>	<i>132</i>
These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF FRIENDSWOOD, TEXAS
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	2020	2019	2018	2017
Governmental Activities				
Net investment in capital assets	\$ 68,990,597	\$ 66,823,023	\$ 68,320,682	\$ 72,631,192
Restricted	4,606,124	4,003,468	4,085,999	2,534,312
Unrestricted	2,563,947	5,402,312	6,248,751	5,532,198
Total governmental activities net position	\$ 76,160,668	\$ 76,228,803	\$ 78,655,432	\$ 80,697,702
Business-type activities				
Net investment in capital assets	\$ 32,242,803	\$ 27,038,046	\$ 27,088,280	\$ 29,305,429
Restricted	2,186,731	1,982,666	582,697	260,703
Unrestricted	8,438,509	12,077,564	13,620,211	10,584,764
Total business-type activities net position	\$ 42,868,043	\$ 41,098,276	\$ 41,291,188	\$ 40,150,896
Primary government				
Net investment in capital assets	\$ 101,233,400	\$ 93,861,069	\$ 95,408,962	\$ 101,936,621
Restricted	6,792,855	5,986,134	4,668,696	2,795,015
Unrestricted	11,002,456	17,479,876	19,868,962	16,116,962
Total Primary government net positions	\$ 119,028,711	\$ 117,327,079	\$ 119,946,620	\$ 120,848,598

Table 1

2016	2015	2014	2013	2012	2011
\$ 73,588,484	\$ 73,611,490	\$ 65,404,791	\$ 65,056,180	\$ 65,582,783	\$ 66,580,049
1,405,907	1,179,764	653,496	718,275	872,869	922,874
5,579,677	5,901,505	10,798,907	9,565,406	8,828,132	8,227,254
<u>\$ 80,574,068</u>	<u>\$ 80,692,759</u>	<u>\$ 76,857,194</u>	<u>\$ 75,339,861</u>	<u>\$ 75,283,784</u>	<u>\$ 75,730,177</u>
\$ 28,322,718	\$ 26,628,714	\$ 24,495,816	\$ 22,961,547	\$ 25,618,823	\$ 26,251,346
99,006	27,468	90,395	176,882	786,600	731,410
10,238,993	12,040,181	14,818,104	16,790,183	13,032,798	11,373,311
<u>\$ 38,660,717</u>	<u>\$ 38,696,363</u>	<u>\$ 39,404,315</u>	<u>\$ 39,928,612</u>	<u>\$ 39,438,221</u>	<u>\$ 38,356,067</u>
\$ 101,911,202	\$ 100,240,204	\$ 89,900,607	\$ 88,017,727	\$ 91,201,606	\$ 92,831,395
1,504,913	1,207,232	743,891	895,157	1,659,469	1,654,284
15,818,670	17,941,686	25,617,011	26,355,589	21,860,930	19,600,565
<u>\$ 119,234,785</u>	<u>\$ 119,389,122</u>	<u>\$ 116,261,509</u>	<u>\$ 115,268,473</u>	<u>\$ 114,722,005</u>	<u>\$ 114,086,244</u>

CITY OF FRIENDSWOOD, TEXAS
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Expenses				
Governmental activities:				
General government	\$ 6,119,806	\$ 5,912,467	\$ 5,734,611	\$ 5,128,399
Public safety	15,501,734	15,134,465	17,538,040	15,861,719
Public works	8,840,113	7,897,373	6,267,824	4,429,664
Engineering	434,976	-	-	-
Community development	1,122,506	1,359,878	945,701	1,495,001
Parks and recreation	4,439,511	4,839,076	4,554,114	3,459,053
Library services	1,214,130	1,257,970	1,210,207	1,215,683
Interest and fiscal charges	1,055,889	923,350	953,509	953,146
Total government activities expenses	<u>38,728,665</u>	<u>37,324,579</u>	<u>37,204,006</u>	<u>32,542,665</u>
Business-type activities:				
Water and wastewater	12,071,159	11,507,880	9,019,197	8,502,218
Interest and other	1,733,123	1,579,182	1,029,715	1,086,278
Total business-type activities	<u>13,804,282</u>	<u>13,087,062</u>	<u>10,048,912</u>	<u>9,588,496</u>
Total primary government expenses	<u>\$ 52,532,947</u>	<u>\$ 50,411,641</u>	<u>\$ 47,252,918</u>	<u>\$ 42,131,161</u>
Program Revenues				
Governmental activities:				
Charges for services:				
General government	\$ 930,686	\$ 751,112	\$ 861,271	\$ 1,004,968
Public safety	871,714	811,768	868,761	35,007
Public works	222,337	236,352	213,042	242,184
Community development	9,275	6,841	-	1,036,741
Parks and recreation	181,709	341,560	344,064	387,915
Library services	-	-	-	30,600
Operating grants and contributions	3,430,645	1,842,704	4,924,228	2,591,025
Capital grants and contributions	708,306	-	-	219,808
Total Governmental activities program revenues:	<u>6,354,672</u>	<u>3,990,337</u>	<u>7,211,366</u>	<u>5,548,248</u>
Business-type activities:				
Charges for services:				
Water and wastewater	16,638,758	13,669,552	12,183,711	12,295,441
Operating grants and contributions	22,602	-	-	-
Total business-type activities program revenues	<u>16,661,360</u>	<u>13,669,552</u>	<u>12,183,711</u>	<u>12,295,441</u>
Total primary government program revenues	<u>\$ 23,016,032</u>	<u>\$ 17,659,889</u>	<u>\$ 19,395,077</u>	<u>\$ 17,843,689</u>
Net (Expense) Revenues				
Governmental activities	\$ (32,373,993)	\$ (33,334,242)	\$ (29,992,640)	\$ (26,994,417)
Business-type activities	2,857,078	582,490	2,134,799	2,706,945
Total primary government net expense	<u>\$ (29,516,915)</u>	<u>\$ (32,751,752)</u>	<u>\$ (27,857,841)</u>	<u>\$ (24,287,472)</u>

2016	2015	2014	2013	2012	2011
\$ 4,736,867	\$ 5,410,643	\$ 4,589,795	\$ 4,679,339	\$ 4,737,702	\$ 4,876,064
13,101,691	11,763,659	11,236,402	10,800,130	10,736,805	10,548,568
4,429,482	3,933,288	3,921,658	4,385,090	3,738,111	3,517,707
-	-	-	-	-	-
1,577,813	1,406,288	1,097,075	1,207,264	1,520,401	1,284,188
3,080,453	2,869,345	3,356,587	3,260,931	3,227,731	3,058,313
1,134,859	1,026,967	1,093,043	1,002,801	1,004,303	979,978
862,654	730,614	630,542	703,275	757,011	871,790
<u>28,923,819</u>	<u>27,140,804</u>	<u>25,925,102</u>	<u>26,038,830</u>	<u>25,722,064</u>	<u>25,136,608</u>
7,975,920	7,629,711	7,995,106	7,681,366	6,902,279	6,955,505
1,642,723	1,524,276	1,514,804	1,590,395	1,638,495	1,644,074
<u>9,618,643</u>	<u>9,153,987</u>	<u>9,509,910</u>	<u>9,271,761</u>	<u>8,540,774</u>	<u>8,599,579</u>
<u>\$ 38,542,462</u>	<u>\$ 36,294,791</u>	<u>\$ 35,435,012</u>	<u>\$ 35,310,591</u>	<u>\$ 34,262,838</u>	<u>\$ 33,736,187</u>
\$ 1,002,022	\$ 807,245	\$ 912,910	\$ 989,190	\$ 1,167,619	\$ 1,158,392
28,760	30,275	31,620	34,944	39,661	39,914
174,568	190,099	193,064	186,504	171,890	158,858
949,011	843,648	877,132	825,366	730,211	643,150
286,727	280,046	315,702	316,047	271,912	267,837
27,532	33,699	36,081	36,686	39,543	43,147
800,151	660,633	843,995	644,458	648,058	3,150,808
318,657	3,225,672	1,202,376	543,763	527,288	-
<u>3,587,428</u>	<u>6,071,317</u>	<u>4,412,880</u>	<u>3,576,958</u>	<u>3,596,182</u>	<u>5,462,106</u>
11,319,801	11,020,029	11,117,391	11,462,779	11,258,216	12,726,936
-	-	-	-	-	-
<u>11,319,801</u>	<u>11,020,029</u>	<u>11,117,391</u>	<u>11,462,779</u>	<u>11,258,216</u>	<u>12,726,936</u>
<u>\$ 14,907,229</u>	<u>\$ 17,091,346</u>	<u>\$ 15,530,271</u>	<u>\$ 15,039,737</u>	<u>\$ 14,854,398</u>	<u>\$ 18,189,042</u>
\$ (25,336,391)	\$ (21,069,487)	\$ (21,502,222)	\$ (22,461,872)	\$ (22,126,882)	\$ (19,674,502)
1,701,158	1,866,042	1,607,481	2,191,018	2,717,442	4,127,357
<u>\$ (23,635,233)</u>	<u>\$ (19,203,445)</u>	<u>\$ (19,894,741)</u>	<u>\$ (20,270,854)</u>	<u>\$ (19,409,440)</u>	<u>\$ (15,547,145)</u>

CITY OF FRIENDSWOOD, TEXAS
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	\$ 18,731,549	\$ 18,111,247	\$ 17,608,094	\$ 17,270,647
Sales taxes	8,846,359	8,407,249	7,965,662	6,482,367
Franchise and other taxes	2,142,660	2,054,395	1,617,121	1,661,654
Other	-	-	-	-
Investment earnings	880,606	526,867	321,468	187,001
Gain (loss) on disposal of capital assets	-	-	-	25,999
Miscellaneous	269,855	351,165	263,245	131,639
Transfers	1,434,829	1,456,690	1,554,849	1,358,744
Total governmental activities	<u>32,305,858</u>	<u>30,907,613</u>	<u>29,330,439</u>	<u>27,118,051</u>
Business-type activities:				
Investment earnings	347,518	681,288	200,449	141,978
Gain (loss) on disposal of capital assets	-	-	-	-
Miscellaneous	-	-	-	-
Transfers	(1,434,829)	(1,456,690)	(1,554,849)	(1,358,744)
Total business-type activities	<u>(1,087,311)</u>	<u>(775,402)</u>	<u>(1,354,400)</u>	<u>(1,216,766)</u>
Total primary government	<u>31,218,547</u>	<u>30,132,211</u>	<u>27,976,039</u>	<u>25,901,285</u>
Change in Net Position				
Governmental activities	(68,135)	(2,426,629)	(662,201)	123,634
Business-type activities	1,769,767	(192,912)	780,399	1,490,179
Total primary government	<u>\$ 1,701,632</u>	<u>\$ (2,619,541)</u>	<u>\$ 118,198</u>	<u>\$ 1,613,813</u>

<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
\$ 16,350,101	\$ 15,574,684	\$ 14,864,284	\$ 14,630,961	\$ 14,165,599	\$ 13,944,725
5,393,920	5,291,186	4,693,484	4,293,794	3,907,577	4,002,740
1,779,234	1,726,557	1,673,615	1,583,258	1,556,556	1,598,407
-	-	32,799	24,974	23,356	28,883
149,003	79,071	109,849	88,510	137,202	110,863
19,564	-	34,359	43,788	17,601	23,831
128,813	108,306	84,275	78,682	147,457	126,228
1,397,065	1,226,205	1,799,344	1,773,982	1,725,141	(5,336,312)
<u>25,217,700</u>	<u>24,006,009</u>	<u>23,292,009</u>	<u>22,517,949</u>	<u>21,680,489</u>	<u>14,499,365</u>
95,825	49,138	40,713	37,565	82,853	55,163
7,569	-	-	-	7,000	-
-	7,839	-	35,790	-	-
<u>(1,397,065)</u>	<u>(1,226,205)</u>	<u>(1,799,344)</u>	<u>(1,773,982)</u>	<u>(1,725,141)</u>	<u>5,336,312</u>
<u>(1,293,671)</u>	<u>(1,169,228)</u>	<u>(1,758,631)</u>	<u>(1,700,627)</u>	<u>(1,635,288)</u>	<u>5,391,475</u>
<u>23,924,029</u>	<u>22,836,781</u>	<u>21,533,378</u>	<u>20,817,322</u>	<u>20,045,201</u>	<u>19,890,840</u>
(118,691)	2,936,522	1,789,787	56,077	(446,393)	(5,175,137)
407,487	696,814	(151,150)	490,391	1,082,154	9,518,832
<u>\$ 288,796</u>	<u>\$ 3,633,336</u>	<u>\$ 1,638,637</u>	<u>\$ 546,468</u>	<u>\$ 635,761</u>	<u>\$ 4,343,695</u>

CITY OF FRIENDSWOOD, TEXAS
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
General fund				
Reserved	\$ -	\$ -	\$ -	\$ -
Unreserved	-	-	-	-
Nonspendable	255,796	378,736	371,610	434,750
Restricted	650,424	727,704	631,971	667,271
Committed	-	-	-	-
Assigned	2,591,745	2,508,234	4,229,725	2,893,697
Unassigned	13,374,059	10,608,815	9,052,000	9,547,039
Total General Fund	<u>16,872,024</u>	<u>14,223,489</u>	<u>14,285,306</u>	<u>13,542,757</u>
All Other Governmental Funds				
Reserved	-	-	-	-
Unreserved, reported in:				
Special revenue funds	-	-	-	-
Permanent fund	-	-	-	-
Nonspendable	11,070	24,738	24,307	31,869
Restricted	4,757,183	5,568,395	9,304,724	8,464,859
Unassigned	(1,826,743)	-	-	-
Total Other Governmental Funds	<u>2,941,510</u>	<u>5,593,133</u>	<u>9,329,031</u>	<u>8,496,728</u>
Total Fund Balances of Governmental Funds	<u>\$ 19,813,534</u>	<u>\$ 19,816,622</u>	<u>\$ 23,614,337</u>	<u>\$ 22,039,485</u>

Note: In 2011, the City implemented GASB 54 which replaced the categories that previously had been used to classify fund balance. The City did not retroactively apply the provisions of this statement to previous years fund balance date.

Table 3

2016	2015	2014	2013	2012	2011
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
646,778	822,226	143,201	122,927	99,874	220,151
626,229	518,119	400,411	281,826	173,015	97,728
3,612	685,486	-	-	-	-
2,706,897	2,773,419	1,421,875	487,201	434,931	1,085,527
9,776,031	8,760,424	10,554,183	9,714,206	9,379,399	7,511,998
<u>13,759,547</u>	<u>13,559,674</u>	<u>12,519,670</u>	<u>10,606,160</u>	<u>10,087,219</u>	<u>8,915,404</u>
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
31,721	31,378	31,241	31,137	31,027	30,869
8,165,349	6,539,985	666,317	995,269	2,184,855	4,162,423
(193,750)	-	(239,078)	-	-	-
<u>8,003,320</u>	<u>6,571,363</u>	<u>458,480</u>	<u>1,026,406</u>	<u>2,215,882</u>	<u>4,193,292</u>
<u>\$ 21,762,867</u>	<u>\$ 20,131,037</u>	<u>\$ 12,978,150</u>	<u>\$ 11,632,566</u>	<u>\$ 12,303,101</u>	<u>\$ 13,108,696</u>

CITY OF FRIENDSWOOD, TEXAS
CHANGES INFUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	2020	2019	2018	2017
Revenues				
Taxes	\$ 29,712,771	\$ 28,389,651	\$ 27,247,421	\$ 25,509,760
Fines and forfeitures	780,717	866,812	957,671	1,023,556
Permits and fees	1,504,555	1,483,554	1,566,656	1,708,357
Intergovernmental	3,828,898	1,576,838	4,398,836	1,763,974
Investment earnings	274,405	518,221	313,793	184,127
Donations	274,945	290,069	396,010	434,164
Miscellaneous	719,721	18,777	181,017	165,619
Total revenues	37,096,012	33,143,922	35,061,404	30,789,557
Expenditures				
General government	5,690,428	5,336,269	5,440,888	4,975,926
Public safety	14,306,864	13,545,539	16,868,931	14,751,381
Public works	6,021,313	4,127,539	2,157,277	2,160,152
Engineering	434,976	-	-	-
Community development	1,139,566	1,099,154	985,309	893,663
Parks and recreation	3,426,521	3,796,589	3,511,146	3,339,864
Library services	1,182,289	1,204,415	1,200,512	1,172,245
Capital outlay	12,865,475	6,219,243	2,615,538	8,429,200
Debt principal payment	2,221,257	2,168,876	2,137,284	1,813,130
Interest and other charges	1,285,807	1,112,127	1,145,400	1,170,958
Total expenditures	48,574,496	38,609,751	36,062,285	38,706,519
Excess of revenues over (under) expenditures	(11,478,484)	(5,465,829)	(1,000,881)	(7,916,962)
Other Financing Sources (Uses)				
Sale of capital assets	72,568	6,614	9,135	12,757
Insurance recoveries	8,548	235,443	725,304	25,999
Issuance of capital related debt	7,795,000	-	485,305	5,605,000
Issuance of capital lease	1,791,015	-	-	756,006
Refunding bonds issued	2,065,000	-	-	-
Payment to refunding escrow agent	(2,372,262)	-	-	-
Premium on issuance of debt	753,840	-	-	435,074
Transfers in	1,584,985	1,473,591	1,402,989	1,364,399
Transfers out	(223,298)	(47,534)	(47,000)	(5,655)
Total other financing sources (uses)	11,475,396	1,668,114	2,575,733	8,193,580
Net change in fund balances	\$ (3,088)	\$ (3,797,715)	\$ 1,574,852	\$ 276,618
Debt service as a percentage of noncapital expenditures	9.9%	10.1%	9.8%	9.9%

Table 4

2016	2015	2014	2013	2012	2011
\$ 23,533,294	\$ 22,513,317	\$ 21,335,527	\$ 20,563,848	\$ 19,630,172	\$ 19,592,092
873,872	907,557	860,257	939,380	1,037,880	1,012,592
1,450,939	1,349,264	1,385,898	1,327,918	1,174,013	1,069,845
664,427	3,536,980	1,791,451	918,641	1,077,890	3,109,645
147,403	77,947	109,117	87,330	135,483	109,272
257,724	349,325	349,166	363,413	306,119	276,209
79,435	72,837	54,989	84,673	41,410	78,243
27,007,094	28,807,227	25,886,405	24,285,203	23,402,967	25,247,898
4,385,321	5,343,160	4,306,143	4,250,320	4,322,631	4,397,858
12,135,956	11,348,346	10,599,575	10,234,811	10,201,010	10,093,964
2,118,572	2,066,349	1,689,987	2,204,176	1,702,119	1,637,237
-	-	-	-	-	-
954,103	925,947	1,092,982	1,207,264	1,520,401	1,284,188
3,032,979	2,917,857	2,772,072	2,675,813	2,622,970	2,472,015
1,096,614	1,036,843	1,083,043	1,002,801	1,004,303	979,978
9,332,400	7,255,229	2,500,254	1,942,746	3,705,622	4,254,582
1,570,176	1,272,823	1,668,692	1,721,983	1,562,088	1,065,865
921,982	776,340	662,718	712,822	899,709	1,064,973
35,548,103	32,942,894	26,375,466	25,952,736	27,540,853	27,250,660
(8,541,009)	(4,135,667)	(489,061)	(1,667,533)	(4,137,886)	(2,002,762)
2,743	99	6,325	27,566	9,250	8,992
19,564	39,257	28,886	48,132	105,502	45,334
7,345,000	9,595,000	-	-	8,890,000	3,460,000
-	-	-	147,318	464,270	-
-	2,840,000	-	-	-	5,460,000
-	(3,058,663)	-	-	(9,425,538)	-
1,484,593	646,746	-	-	563,666	317,452
1,503,442	1,544,662	1,799,344	1,973,106	1,970,819	1,235,892
(182,503)	(318,457)	-	(199,124)	(245,678)	(6,573,032)
10,172,839	11,288,644	1,834,555	1,996,998	2,332,291	3,954,638
\$ 1,631,830	\$ 7,152,977	\$ 1,345,494	\$ 329,465	\$ (1,805,595)	\$ 1,951,876
9.2%	7.5%	9.8%	10.0%	9.8%	8.4%

CITY OF FRIENDSWOOD, TEXAS
ASSESSED VALUE AND TAXABLE VALUE OF PROPERTY
LAST TEN FISCAL YEARS
(Unaudited)

Fiscal Year	Tax Year	Residential Property	Commercial and Industrial Property	Other Property
2011	2010	\$ 2,547,883,315	\$ 276,080,104	\$ 235,256,040
2012	2011	2,584,070,993	280,043,373	230,531,859
2013	2012	2,622,105,658	286,288,277	235,960,049
2014	2013	2,695,532,057	294,316,218	238,127,209
2015	2014	2,850,404,776	300,533,643	237,028,723
2016	2015	3,156,205,930	335,006,408	206,365,157
2017	2016	3,546,622,242	320,646,912	230,805,066
2018	2017	3,795,456,220	222,328,923	376,053,145
2019	2018	3,749,539,307	227,659,302	352,044,261
2020	2019	4,078,991,715	241,927,251	414,739,865

Source: Galveston Central Appraisal District, Harris County Appraisal District, and City of Friendswood records.

Note: Property in the City of Friendswood is reassessed once every two years on average. (Source: Galveston Central Appraisal District)
Tax rates per \$100 of assessed value.
Residential property includes both single-family and multi-family properties.

Table 5

Total Assessed Value	Less: Exemptions and Tax Exempt Property	Total Taxable Value	Total Direct Tax Rate
\$ 3,059,219,459	\$ 703,419,784	\$ 2,355,799,675	\$ 0.58510
3,094,646,225	706,059,683	2,388,586,542	0.59020
3,144,353,984	710,718,423	2,433,635,561	0.59700
3,227,975,484	724,153,848	2,503,821,636	0.59140
3,387,967,142	761,444,427	2,626,522,715	0.59140
3,697,577,495	776,779,458	2,920,798,037	0.56870
4,098,074,220	977,353,948	3,120,720,272	0.05460
4,393,838,288	894,716,055	3,499,122,233	0.05273
4,329,242,870	955,005,811	3,374,237,059	0.05324
4,735,658,831	1,066,920,381	3,668,738,450	0.05214

CITY OF FRIENDSWOOD, TEXAS
DIRECT AND OVERLAPPING PROPERTY TAX RATES
Last Ten Fiscal Years
(Unaudited)
(rate per \$100 of assessed value)

Table 6

Fiscal Year Ended September 30,	City Direct Rates			Overlapping Rates					
	General	Debt Service	Total Direct	Friendswood Independent School District	Clear Creek Independent School District	Galveston County Drainage District	Galveston County	Harris County	
2011	\$ 0.5198	\$ 0.0653	\$ 0.5851	\$ 1.3670	\$ 1.3600	\$ 0.1425	\$ 0.6198	\$ 0.62998	
2012	0.5218	0.0684	0.5902	1.3670	1.3600	0.1400	0.6129	0.62998	
2013	0.5307	0.0663	0.5970	1.3670	1.3600	0.1400	0.5999	0.62998	
2014	0.5303	0.0611	0.5914	1.3670	1.4000	0.1400	0.5837	0.62998	
2015	0.5303	0.0611	0.5914	1.3670	1.4000	0.1350	0.5788	0.62998	
2016	0.4972	0.0715	0.5687	1.3670	1.4000	0.1150	0.5612	0.62998	
2017	0.4620	0.0840	0.5460	1.3870	1.4000	0.1120	0.5462	0.62998	
2018	0.4323	0.0950	0.5273	1.3670	1.4000	0.1080	0.5461	0.62998	
2019	0.4372	0.0952	0.5324	1.3670	1.4000	0.1080	0.5298	0.62998	
2020	0.4322	0.0893	0.5214	1.2594	1.3100	0.1122	0.5044	0.61170	

Source: Galveston County Tax Assessor/Collector and City of Friendswood records.

Note: Overlapping rates are those of local and county governments that apply to property owners within the City of Friendswood. Not all overlapping rates apply to all property owners. Overlapping rates for Friendswood Independent School District, Galveston County Consolidated Drainage District and Galveston County apply only to residents whose property is in Galveston County. Overlapping rates for Clear Creek Independent School District and Harris County apply only to residents whose property is in Harris County.

CITY OF FRIENDSWOOD, TEXAS
PRINCIPAL PROPERTY TAX PAYERS
CURRENT AND NINE YEARS AGO
(Unaudited)

Table 7

Taxpayer	2020			2011		
	Taxable Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Value	Rank	Percentage of Total City Taxable Assessed Value
Reserve at Autumn Creek LTD	\$ 27,282,270	1	0.74%	\$ -	-	-
Texas-New Mexico Power Co.	21,620,980	2	0.59%	10,225,400	1	0
Bellevue at Clear Creek LP	19,159,200	3	0.52%	-	-	-
Kroger Co.	8,861,055	4	0.24%	-	-	-
Bay Meadows LLP	8,486,700	5	0.23%	-	-	-
A-S 108 Friendswood Crossing LP	7,031,940	6	0.19%	-	-	-
The Beldon Friendswood LLC	6,200,150	7	0.17%	-	-	-
H E Butt Grocery Company	6,090,560	8	0.17%	8,489,480	2	0
PS LPT Properties Investors	5,777,596	9	0.16%	-	-	-
Baywood Apartments LTD	5,500,000	10	0.15%	-	-	-
HCP Friendswood LLC	-	-	-	6,995,240	3	0.29%
Autumn Creek Dev LTD	-	-	-	5,762,590	4	0.24%
Buzbee Family LTD Partnership	-	-	-	5,679,200	5	0.23%
MB Friendswood Parkwood	-	-	-	5,383,320	6	0.22%
Friendswood Retirement	-	-	-	5,379,393	7	0.22%
Comcast of Houston LLC	-	-	-	4,413,130	8	0.18%
Creekwood Associates LLC	-	-	-	4,367,180	9	0.18%
HEB Pantry Foods	-	-	-	3,544,905	10	0.15%
Total	116,010,451		3.16%	60,239,838		2.49%
All other taxpayers	3,552,727,999		96.84%	2,360,070,075		97.51%
	<u>\$ 3,668,738,450</u>		<u>100.00%</u>	<u>\$ 2,420,309,913</u>		<u>100.00%</u>

Source: Galveston Central Appraisal District and Harris County Appraisal District.

CITY OF FRIENDSWOOD, TEXAS
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(Unaudited)

Table 8

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections (adjustments) in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2011	\$ 13,738,978	\$ 13,608,076	99.47%	\$ 120,630	\$ 13,728,706	99.93%
2012	14,068,660	13,916,558	99.51%	141,137	14,057,695	99.92%
2013	14,454,404	14,361,379	99.63%	81,802	14,443,181	99.92%
2014	14,747,526	14,656,257	99.38%	76,620	14,732,877	99.90%
2015	15,424,948	15,306,943	99.23%	104,084	15,411,027	99.91%
2016	16,431,153	16,264,080	98.98%	150,637	16,414,717	99.90%
2017	17,014,685	16,922,419	99.46%	71,964	16,994,383	99.88%
2018	17,633,192	17,554,220	99.55%	36,236	17,590,456	99.76%
2019	17,952,134	17,756,864	98.91%	66,524	17,823,388	99.28%
2020	18,682,563	18,605,868	99.59%	-	18,605,868	99.59%

Source: Galveston County Tax Assessor/Collector and City of Friendswood records.

CITY OF FRIENDSWOOD, TEXAS
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(Unaudited)

Table 9

Fiscal Year	Governmental Activities		Business-Type Activities		Total Primary Government	Percentage of Personal Income	Per Capita
	General Obligation Bonds	Capital Leases	General Obligation Bonds	Water Revenue Bonds			
2011	\$ 22,885,000	\$ 710,023	\$ -	\$ 35,205,000	\$ 58,800,023	0.46%	\$ 1,579
2012	21,605,000	975,726	-	34,115,000	56,695,726	0.42%	1,498
2013	20,230,000	876,981	-	32,995,000	54,101,981	0.37%	1,410
2014	18,815,000	623,407	-	31,830,000	51,268,407	0.35%	1,318
2015	24,525,285	360,584	9,875,671	24,663,416	59,424,956	0.40%	1,510
2016	31,768,805	180,408	33,238,357	6,109,871	71,297,441	0.46%	1,793
2017	36,067,806	668,284	31,160,729	5,871,129	73,767,948	0.47%	1,818
2018	34,065,657	791,305	29,028,108	5,627,385	69,512,455	0.42%	1,695
2019	32,023,508	436,620	26,845,483	27,039,600	86,345,211	0.49%	2,093
2020	38,058,822	1,861,762	24,587,858	26,037,385	90,545,827	0.49%	2,175

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

See Table 14 for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.

CITY OF FRIENDSWOOD, TEXAS
RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(Unaudited)

Table 10

Fiscal Year	Population	Taxable Value	General Bonded Debt Outstanding		Net General Bonded Debt	Percentage of Taxable Value Property	Per Capita
			General Obligation Bonds *	Less Debt Service Funds			
2011	37,247	\$ 2,355,799,675	\$ 23,293,294	\$ 240,869	\$ 22,644,131	0.96%	608
2012	37,839	2,388,586,542	22,402,761	193,714	21,411,286	0.90%	566
2013	38,369	2,433,635,561	20,967,293	134,339	20,095,661	0.83%	524
2014	38,911	2,503,821,636	19,491,826	130,147	18,684,853	0.75%	480
2015	39,458	2,626,522,715	34,400,956	147,193	34,253,763	1.30%	868
2016	39,767	2,920,798,037	65,007,162	159,686	64,847,476	2.22%	1,631
2017	40,570	3,120,720,272	67,228,535	115,152	67,113,383	2.15%	1,654
2018	41,003	3,499,122,233	63,093,765	-	63,093,765	1.80%	1,539
2019	41,253	3,374,237,059	58,868,991	18,302	58,850,689	1.74%	1,427
2020	41,637	3,668,738,450	62,646,680	31,909	62,614,771	1.71%	1,504

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

* Includes both Governmental Activities and Business-type Activities

CITY OF FRIENDSWOOD, TEXAS
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2020
(Unaudited)

Table 11

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Friendswood Independent School District	\$ 85,170,000	100.00%	\$ 85,170,000
Clear Creek Independent School District	1,067,559,573	2.916%	31,130,037
Galveston County	274,009,000	7.953%	21,791,936
Harris County	2,527,057,000	0.144%	3,638,962
Subtotal, overlapping debt			141,730,935
City direct debt			39,920,584
Total direct and overlapping debt			\$ 181,651,519

Source: Information was obtained from either the governmental unit's website or the finance department of the governmental unit.

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Friendswood. The City's share of the debt of the overlapping governments is based on the ratio of the assessed value of the City's own property to that of each of the other governments. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident--and therefore responsible for repaying the debt--of each overlapping government.

CITY OF FRIENDSWOOD, TEXAS
LEGAL DEBT MARGIN INFORMATION
(UNAUDITED)

Table 12

As a City Council-City Manager form of government, the City of Friendswood is not limited by law in the amount of debt it may issue. The City's charter states:

"In keeping with the Constitution of the State of Texas and not contrary thereto, the City of Friendswood shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas, and shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidence of indebtedness as now authorized or as may hereafter be authorized to be issued by cities and towns by the laws of the State of Texas."

Article 11, Section 5 of the State of Texas Constitution states in part:

"but no tax for any purpose shall ever be lawful for any one year, which shall exceed two and one-half percent of the taxable property of such city"

The tax rate for fiscal year ended September 30, 2020 is \$0.5214 per \$100 of assessed valuation with assessed valuation being 100% of market value.

CITY OF FRIENDSWOOD, TEXAS
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(Unaudited)

Table 13

Fiscal Year	Waterworks and Sewer Revenue Bonds					
	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2011	\$ 12,726,936	\$ 5,410,497	\$ 7,316,439	\$ 1,440,000	\$ 1,640,437	2.38
2012	11,258,216	5,361,567	5,896,649	1,090,000	1,589,565	2.20
2013	11,462,779	6,113,276	5,349,503	1,120,000	1,548,303	2.00
2014	11,117,391	6,376,510	4,740,881	1,165,000	1,504,006	1.78
2015	11,020,029	6,220,331	4,799,698	1,205,000	1,153,522	2.04
2016	11,319,801	6,361,229	4,958,572	-	481,140	10.31
2017	12,295,441	6,911,675	5,383,766	220,000	184,100	13.32
2018	12,183,711	7,205,293	4,978,418	225,000	179,250	12.32
2019	13,130,943	9,378,672	3,752,271	230,000	787,319	3.69
2020	16,638,758	10,050,967	6,587,791	905,000	952,470	3.55

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
Operating expenses do not include interest, depreciation or amortization expenses.

CITY OF FRIENDSWOOD, TEXAS
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS
(Unaudited)

Table 14

Calendar Year	Estimated Population	Personal Income	Per Capita Personal Income	Unemployment Rate
2011	37,247	\$ 12,848,571,000	\$ 43,444	6.8%
2012	37,839	13,651,835,000	45,433	5.0%
2013	38,369	14,475,816,000	47,186	4.5%
2014	38,911	14,741,197,000	46,917	3.4%
2015	39,358	14,774,880,000	47,011	3.7%
2016	39,767	15,463,890,000	47,991	4.9%
2017	40,570	15,682,608,000	47,605	4.7%
2018	41,003	16,443,373,000	49,079	4.3%
2019	41,253	17,497,755,000	51,785	3.2%
2020	41,637	18,561,154,000	54,250	5.9% ⁽¹⁾

Sources: Population information was provided from past financial reports. Unemployment rates, personal income and per capita personal income were obtained from the U.S. Department of Labor Bureau of Labor Statistics website or the Texas Workforce Commission website.

⁽¹⁾ Increase in unemployment rate is a result of the COVID-19 pandemic.

CITY OF FRIENDSWOOD, TEXAS
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO
(Unaudited)

Table 15

<u>Employer</u>	<u>2020</u>			<u>2011</u>	
	<u>Estimated</u> <u>Employees</u>	<u>Percentage</u> <u>of Total</u> <u>Employment</u>	<u>Rank</u>	<u>Estimated</u> <u>Employees</u>	<u>Rank</u>
Friendswood ISD	762	3.83%	1	676	1
HEB	374	1.88%	2	350	2
Kroger	287	1.44%	3	305	3
City of Friendswood	239	1.20%	4	233	4
Clear Creek ISD	176	0.88%	5	201	5
UTMB	172	0.86%	6	52	11
Friendship Haven Nursing Home	104	0.52%	7	140	6
McDonalds	87	0.44%	9	89	8
U.S. Post Office	75	0.38%	8	57	10
Atria (formerly Brookdale)	70	0.35%	10	-	-
Total	<u>2,346</u>	<u>11.78%</u>		<u>2,103</u>	

Source: City Manager's Office

Note: Percentage of total employment is based on total City employment of 19,909 for 2020.
Total City employment for 2011 is not available.

CITY OF FRIENDSWOOD, TEXAS**FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM****LAST TEN CALENDAR YEARS***(Unaudited)*

Function/Program	Full-time Equivalent Employees as of September 30				
	2011	2012	2013	2014	2015
General Government:					
City Attorney	-	-	-	-	1.00
City Manager	5.50	4.65	4.15	4.15	4.55
City Secretary	5.00	5.00	5.00	5.00	5.00
Administrative Services	27.20	28.20	28.20	28.70	28.70
Human Resources	-	-	-	-	-
Information Technology	-	-	-	-	-
Public Safety:					
Police	80.40	80.40	81.40	82.40	85.72
Fire marshal and fire	6.10	6.10	6.10	6.50	6.60
Public Works	19.00	19.33	20.33	26.33	25.33
Parks and Recreation	17.70	16.89	16.89	10.89	10.89
Engineering	-	-	-	-	-
Community Services	18.95	19.28	19.20	19.03	19.63
Library	14.72	14.72	14.37	14.37	14.62
Water	10.30	10.30	9.30	9.30	8.30
Sewer	9.00	9.00	9.00	9.00	8.00
Total City Employees:	<u>213.87</u>	<u>213.87</u>	<u>213.94</u>	<u>215.67</u>	<u>218.34</u>

Source: City of Friendswood Budget Documents**Notes:**

In-house City Attorney added to staff in fiscal year 2015.

In fiscal year 2019, Engineering became an independent department, separate from Public Works.

In fiscal year 2020, Human Resources and Information Technology became independent departments, separate from Administrative Services.

Table 16

2016	2017	2018	2019	2020
1.00	1.00	2.10	2.10	2.10
5.40	5.40	5.40	5.00	6.00
5.00	5.00	5.00	5.00	4.00
27.70	27.70	27.60	27.60	18.60
-	-	-	-	5.00
-	-	-	-	5.00
86.72	88.72	87.72	90.38	90.38
6.60	6.60	6.60	7.20	7.20
29.00	26.00	27.00	23.00	23.00
11.70	11.70	10.70	10.70	10.70
-	-	-	6.00	7.00
19.63	20.90	21.90	23.10	24.50
14.62	14.97	14.97	14.97	14.97
8.30	8.30	9.30	9.30	9.30
8.00	11.00	10.00	11.00	11.00
<u>223.67</u>	<u>227.29</u>	<u>228.29</u>	<u>235.35</u>	<u>238.75</u>

CITY OF FRIENDSWOOD, TEXAS
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN CALENDAR YEARS
(Unaudited)

<u>Function/Program</u>	Fiscal Year			
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Community Development:				
Building permits issued	1,222	1,317	1,469	1,395
Building inspections conducted	9,514	10,486	11,470	10,611
Police:				
Physical arrests	1,962	1,885	1,601	1,596
Parking violations	82	61	107	58
Traffic violations	7,291	6,518	5,718	5,815
Fire Marshal:				
Inspections	1,444	1,616	1,673	1,427
Fire:				
Emergency responses	2,818	2,975	2,993	3,261
Fires extinguished	108	86	86	116
Parks and Recreation:				
Recreation participants	13,894	16,068	18,607	15,178
Facility reservations	503	493	686	728
Library:				
Volumes in collection	97,622	125,251	133,865	141,383
Total volumes borrowed	349,223	355,447	367,948	367,452
Water:				
New connections	173	185	189	193
Water main breaks	516	112	193	149
Average daily consumption (thousands of gallons)	6,406	4,584	5,577	5,171
Peak daily consumption	13,698	10,896	11,505	9,917
Sewer:				
Average daily sewage treatment (thousands of gallons)	2,787	2,968	2,956	2,867
Maximum daily flow (thousands of gallons)	10,833	10,777	10,401	10,770

Source: Various City departments and prior year ACFRs

Table 17

Fiscal Year					
2015	2016	2017	2018	2019	2020
1,377	1,865	2,177	2,788	1,465	1,605
12,145	11,026	12,134	14,157	9,251	9,124
1,479	1,464	903	1,145	1,190	847
63	44	61	15	26	17
4,540	5,001	3,669	6,785	4,468	8,807
1,512	1,354	1,233	1,139	1,448	1,146
3,258	3,303	3,599	3,720	3,655	3,650
78	76	75	80	80	65
16,153	21,369	20,556	18,299	19,657	6,027
1,443	1,444	1,004	2,123	3,293	3,166
133,165	147,726	100,678	102,852	101,532	99,930
350,145	301,158	341,048	348,554	342,592	271,078
-	183	137	125	169	185
57	46	44	116	84	41
4,970	4,963	5,282	5,455	5,129	5,319
12,623	10,472	10,110	9,475	9,390	9,927
3,306	3,382	3,286	3,117	3,345	3,113
11,237	12,188	12,766	10,370	12,491	10,520

CITY OF FRIENDSWOOD, TEXAS
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN CALENDAR YEARS
(Unaudited)

<u>Function/Program</u>	Fiscal Year			
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Police				
Stations	1	1	1	1
Patrol units	26	25	26	27
Fire				
Stations	4	4	4	4
Public Works				
Streets - paved (miles)	162	164	165	167
Streets - unpaved (miles)	2	2	2	2
Traffic signals	3	3	3	3
Parks and Recreation				
Acreage	189	189	189	189
Parks	8	8	8	8
Swimming pool	1	1	1	1
Tennis courts	4	4	4	4
Library	1	1	1	1
Water				
Water mains (miles)	184	186	187	207
Fire hydrants	1,324	1,588	1,608	1,610
Connections	12,476	12,711	12,929	13,093
Storage capacity (thousands of gallons)	7,500	7,500	7,500	8,000
Sewer				
Sanitary sewers (miles)	159	162	163	194
Connections	11,563	11,828	12,072	12,236
Storm sewers (miles)	99	100	100	105
Treatment capacity (thousands of gallons)	4,850	4,850	4,850	12,000

Source: Various City departments and prior year ACFRs.

Table 18

2015	2016	Fiscal Year		2019	2020
		2017	2018		
1	1	1	1	1	1
29	31	32	34	33	31
4	4	4	4	4	4
169	172	174	176	176	185
2	2	2	2	2	2
3	3	3	3	3	3
232	266	266	266	266	266
8	9	9	9	10	10
1	1	1	1	1	1
4	4	4	4	4	4
1	1	1	1	1	1
209	212	214	216	216	216
1,631	1,672	1,690	1,707	1,707	1,713
13,289	13,482	13,619	13,744	13,913	14,098
8,100	7,850	7,850	7,850	7,850	7,850
195	198	200	202	202	202
12,407	12,378	12,588	12,721	12,870	13,029
106	109	110	112	112	112
9,250	9,250	9,250	9,250	9,250	9,250



CITY OF FRIENDSWOOD, TEXAS
FEDERAL SINGLE AUDIT REPORT
For the Fiscal Year Ended
September 30, 2020

CITY OF FRIENDSWOOD, TEXAS
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**REPORT OF INDEPENDENT AUDITORS ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and Members
of the City Council
City of Friendswood, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregately discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Friendswood, Texas (the “City”), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated March 22, 2021. Our report includes a reference to other auditors who audited the financial statements of West Ranch Management District, as described in our report on the City’s financial statement. The financial statements of West Ranch Management District were not audited in accordance with *Government Auditing Standards*.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Honorable Mayor and Members
of the City Council
City of Friendswood, Texas

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Houston, Texas
March 22, 2021

**REPORT OF INDEPENDENT AUDITORS ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE *UNIFORM GUIDANCE***

To the Honorable Mayor and Members
of the City Council
City of Friendswood, Texas

Report on Compliance for Each Major Federal Program

We have audited the City of Friendswood, Texas's (the "City") compliance with the types of requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2020. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

To the Honorable Mayor and Members
of the City Council
City of Friendswood, Texas

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

To the Honorable Mayor and Members
of the City Council
City of Friendswood, Texas

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregately discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 22, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Whitley Penn LLP

Houston, Texas
March 22, 2021

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CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2020

I. Summary of Auditors' Results

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weaknesses?	None reported
Noncompliance material to the financial statements noted?	No

Federal Awards

Internal controls over major programs:	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weaknesses?	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	No

Identification of Major Programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
COVID-19 - CARES Act - Coronavirus Relief Fund (CRF)	21.019
HMGP Acquisition and Demolition Project	97.039
Dollar threshold used to distinguish Between Type A and Type B federal programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
For the Year Ended September 30, 2020

II. Financial Statement Findings

None Noted

III. Federal Award Findings and Questioned Costs

None Noted

CITY OF FRIENDSWOOD, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Justice			
Direct:			
<i>Bulletproof Vest Partnership Program - FY 18</i>	16.607	None	\$ 4,373
Passed through the Texas Office of the Governor - Criminal Justice Division:			
<i>Crime Victim Assistance</i>	16.575	2018-V2-GX-0040	61,678
Total U.S. Department of Justice			<u>66,051</u>
U.S. Department of Treasury			
Passed through the Texas Division of Emergency Management (TDEM):			
<i>COVID-19 - CARES Act - Coronavirus Relief Fund (CRF)</i>	21.019	208	1,573,330
Passed through Harris County:			
<i>COVID-19 - CARES Act - Coronavirus Relief Fund (CRF)</i>	21.019	None	329,055
Total U.S. Department of Treasury			<u>1,902,385</u>
U.S. National Endowment for the Humanities			
Passed through the Texas State Library & Archives Commission			
<i>ILMS Reimbursement Program</i>	45.310	LS-00-18-0044-18	3,942
Total U.S. National Endowment for the Humanities			<u>3,942</u>
U.S. Department of Homeland Security			
Passed through the Texas Department of Public Safety/TDEM:			
<i>Disaster Grants - Public Assistance</i>	97.036	DR-4332	445,314
<i>HMGP Acquisition and Demolition Project</i>	97.039	DR-4332-056	677,819
<i>Emergency Management Performance Grant</i>	97.042	19TX-EMPG-0338	30,876
Total U.S. Department of Homeland Security			<u>1,154,009</u>
Total Expenditures of Federal Awards			<u>\$ 3,126,387</u>

CITY OF FRIENDSWOOD, TEXAS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2020

Note 1 - Summary of Significant Accounting Policies

The City accounts for awards under federal programs in the General and Special Revenue governmental funds.

In the Governmental funds, these programs are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e. revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for these funds. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited to reimbursement. Pass-through entity identifying numbers are presented where available.

Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods. The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 2 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the City under programs of the federal government for the year ended September 30, 2020. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Uniform Guidance. Because the schedule presents on a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets or cash flows of the City.

CITY OF FRIENDSWOOD, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2020

Federal regulations, Title 2 U.S. Code of Federal Regulations §200.511 states, “The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings.” The summary schedule of prior audit findings must report the status of the following:

- All audit findings included in the prior audit’s schedule of findings and questioned costs and
- All audit findings reported in the prior audit’s summary schedule of prior audit findings except audit findings listed as corrected.

I. Prior Audit Findings

None reported

CITY OF FRIENDSWOOD, TEXAS

CORRECTIVE ACTION PLAN

For the Year Ended September 30, 2020

Federal regulations, Title 2 U.S. Code of Federal Regulations §200.511 states, “At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in §200.516 Audit findings, a corrective action plan to address each audit finding included in the current year auditor's reports.”

I. Corrective Action Plan

Not applicable

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: April 5, 2021

Date submitted: 02/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing to receive comments both oral and written regarding an AMENDED request for a zone classification change located along FM 2351 consisting of 34.3288 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 34.3288 acres consisting of three tracts (9.5455 acres, 15.0371 acres and 9.742 acres) as more fully described in the backup materials. (Original Request was to change zoning of 159.8029 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 159.8029 acres being described fully in three phases as follows: PH-1 – 14.9959 acres (5.414 acres and 9.5819 acres); PH-2 – 34.3288 acres (9.5455 acres, 15.0371 acres and 9.742 acres); and PH-3 – 110.4782 acres).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The proposed Planned Unit Development (Panhandle PUD) would be the development guidelines for 34.3288 acres for the tracts identified that are located along FM 2351. This application is conceptual in nature meaning that development of each site will be subject to site plan approvals on an individual basis in the future. The original zone change request was for 159.8029 acres, but after the public hearing and discussion with the Planning and Zoning Commission, the applicant reduced the PUD to only include 34.3288 acres.

The PUD includes its own regulation matrix, permitted use definitions, and parking regulations in addition to reduced screening, landscaping and setback requirements. Conceptual elevations for the buildings are included in the PUD document. Regarding the Permitted Uses (page 5), for the area to be known as the Commons at Timber Creek (9.5455 acres) the applicant is requesting to allow uses that are allowed by the City's Permitted Use Table in Community Shopping Center (CSC) and Light Industrial (LI) and for the areas to be known as Industry Park 1 and Industry Park 2, the applicant is requesting to allow uses that are allowed by the City's Permitted Use Table in Light Industrial (LI) and Industrial (I) while maintaining the City's requirement for SUP and Office Use Only with some exceptions.

The developer has done some drainage work and studies over the years. In September 2019, he paid for an "Updated Northern Panhandle Regional Detention" utilizing the City of Friendswood Master Drainage Plan as a basis for the study. The City Council has not formally adopted this plan and it is therefore not required to be adhered to. Additionally, the plan identifies property not owned by the developer as areas for detention (Exhibit One and Exhibit Two).

A comparison of the the PUD proposals and the current City ordinances is provided in the backup materials - "Panhandle PUD and City Ordinance Comparison REVISED."

The attachment titled "Setback Exhibit" shows how they plan for the PUD setbacks to apply to the development. The attachment titled "Proposed Screening" is intended to support Section D.2. of the PUD.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Development of the panhandle area would be a benefit to the community and contribute to the City's commercial tax base; however, the proposed PUD increases uses that would be allowed, reduces setbacks, reduces the Community Overlay District (COD) from 300 feet to 150 feet, reduces landscaping and screening requirements, and increases photometric (exterior lighting) allowances that have been established in the City's Zoning Ordinance.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held March 25, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 2-5 (Commissioners Matranga, Clark, Sasson, Hinkley and Perry opposed; Lundquist and Mann were in favor) on a motion to approve the requested zone change, which is a failed motion. The Commission is forwarding a negative recommendation to City Council. See the attached Recommendation Memo for additional details.

ATTACHMENTS

1. Panhandle PUD Applications Deeds Metes and Bounds and Plats
2. Panhandle PUD Aerial Map
3. Panhandle PUD Location Map
4. Panhandle PUD Zoning Map
5. 2020-03-23 Panhandle PUD Final (Clean)
6. 2021-03-23 Panhandle PUD Final (Redlined Version)
7. Panhandle PUD and City Ord Differences REVISED
8. Rezoning Report Panhandle PUD
9. Updated Panhandle Drainage Report_Sep2019
10. Panhandle PUD - Screening Proposal
11. Setback Exhibit
12. PZ Rec Memo Panhandle PUD 03-26-2021 Rev 2 clean adh comments

Panhandle PUD

34.3288 acres

Coastal Bend Property Development – 9.5455 acres

Coastal Bend Property Development – 15.0317 acres

Partial Plat of Industry Park at Friendswood – 9.7462 acres



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Varies

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: See attached Exhibit A for all tracts and property owners

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Coastal Bend Property Development, LP Phone: 281-648-1268

Owner's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-0832

Owner's Email Address: drucker@cbpd.net

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/25/21

Agent's Signature: _____ Date: _____

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

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

Electronically Recorded	
REC #	20150158418
COUNTY	Harris
DATE	4-17-15

SPECIAL WARRANTY DEED

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

Date: April 8, 2015

Grantor: FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Sole Member, FRANCIS B. FREEMAN, JR.

Grantor's Mailing Address (including county):

16221 Foster Street
Overland Park, Johnson County, Kansas 66085-8418

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 9.5455 acre tract of land being out of and a part of Division A, Lot Sixty-Three (63) of HOIDALE AND COFFMAN SUBDIVISION, of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas, according to the map or plat of same recorded in Volume 3, Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in Deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863 and 20090356404, all of the Real Property Records of Harris County, Texas, said 9.5455 acre tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 14046665
FILED BY
ALAMO TITLE COMPANY

Reservations from and exceptions to Conveyance and Warranty:

1. **Restrictive Covenants filed for record under Harris County Clerk's File Numbers 20070519344 and 20150141378.**
2. **Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:**

 Purpose: roadway easement
 Recording No.: Volume 3, Page 6 of the Map Records of Harris County, Texas
 Affects: Forty feet (40') in width along the Southwesterly Property line

 as shown on Survey dated June 3, 2008, revised on May 13, 2014, prepared by James H. Thomas, R.P.L.S. No. 5736, Job No. 15256.
3. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1070, Page 65 of the Deed Records of Harris County, Texas.**
4. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1067, Page 78 of the Deed Records of Harris County, Texas.**
5. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number T937266.**
6. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U059011.**
7. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U281794.**
8. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20070519344 and 20070519345.**
9. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20080057856 and 20080057863.**
10. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 2, 1934, recorded in Volume 245, Page 388 of the Contract Records of Harris County, Texas. Said Lease assigned to Humble Oil & Refining Company by instrument recorded in Volume 251, Page 124 of the Contract Records of Harris County, Texas.**

11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 8, 1934, recorded in Volume 248, Page 449 of the Contract Records of Harris County, Texas. Said Lease pooled by Agreement recorded in Volume 285, Page 459 of the Contract Records of Harris County, Texas.

Unit Agreement as set out in instrument filed under Harris County Clerk's File Number D963691.

12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 19, 2012, recorded at Harris County Clerk's File Number 20120564557.
13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by Survey:

Job No.: 15256
Dated: June 3, 2008
Prepared by: James H. Thomas, R.P.L.S. No. 5736
Matters shown: proposed future one hundred twenty foot (120') right-of-way for Blackhawk Boulevard along the North-Westerly Property line.

Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, EXPRESS OR IMPLIED, WRITTEN OR ORAL. IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE

NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; and (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

FREEMAN HOLDINGS OF TEXAS, L.L.C.,
a Texas limited liability company

By: FR. Freeman Sole Member
Name: FRANCIS B. FREEMAN, JR.
Title: Sole Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY DEVELOPMENT, LP,
a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a
Texas limited liability company,
General Partner

By: Daniel D. Rucker
Name: DANIEL D. RUCKER
Title: Managing Member

By: Richard L. Kinzel Jr.
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

THE STATE OF ~~KANSAS~~ ^{Louisiana} }

COUNTY OF ~~JOHNSON~~ ^{Orleans} }

This instrument was acknowledged before me on the 8th day of April, 2015, by FRANCIS B. FREEMAN, JR., Sole Member of FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, on behalf of said company.



Lettycha Gonzalez
Notary Public, State of ~~Kansas~~ ^{Louisiana}

Notary's printed name:

Lettycha Gonzalez

Notary's commission expires: upon death

THE STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on the 14th day of April, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.



[Signature]
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on the 14th day of April, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.



[Signature]
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(H:\jkm\titleco\April15\22-14046665-GH)

Return to: Coastal Bend Property
4558 FM 2351 Rd.
Friendswood, Texas 77540

EXHIBIT "A"

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

Thomas Land Surveying
Surveying • Planning • Project Management

May 14, 2014

9.5455 Acres

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

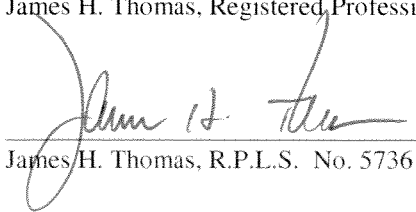
Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

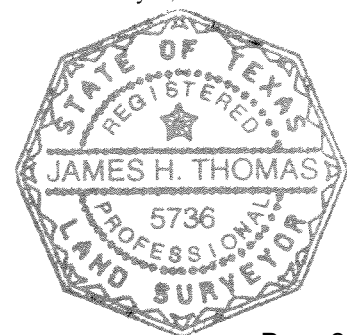
Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 15256) made under the direction of James H. Thomas, Registered Professional Land Surveyor on July 21, 2007, and revised on May 7, 2014.


James H. Thomas, R.P.L.S. No. 5736

14340 Torrey Chase Blvd., Suite 270 • Houston, Texas 77014
(281) 440-7730 • Fax (281) 440-7737
www.thomaslandsurveying.com



Electronically Recorded
REC#: 20150084708
COUNTY: Harris
DATE: 3-3-2015

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: February 11, 2015

Grantor: BSR, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Managing Members, MARYLYN REED and JASON ALEXANDER

Grantor's Mailing Address (including county):

307 East Edgewood
Friendswood, Galveston County, Texas 77546-3822

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration:

For Ten and No/100 Dollars (\$10.00) and a Note of even date that is in the principal amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to Keith A. Mullins, Trustee.

Property (including any improvements):

TRACT 1:

A tract of land containing 16.592 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63) of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 14045268

FILED BY
ALAMO TITLE COMPANY

SAVE AND EXCEPT that certain tract of land, known as Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 2:

Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 3:

A tract of land containing 0.0918 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63), of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the Property. Taxes for the current year have been prorated and are assumed by Grantee.

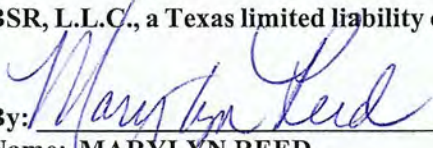
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors, or assigns forever. Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

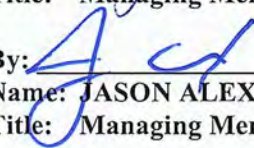
The vendor's lien against and superior title to the Property are retained until the Note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE ACCEPTS THE PROPERTY "AS IS", IN THE PRESENT CONDITION OF THE PROPERTY WITH ANY AND ALL DEFECTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE GENERAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT FOR ANY REPRESENTATIONS AND/OR WARRANTIES CONTAINED IN THE CONTRACT BY AND BETWEEN GRANTOR AND GRANTEE WHICH SURVIVE THE CLOSING OF THIS TRANSACTION.

BSR, L.L.C., a Texas limited liability company

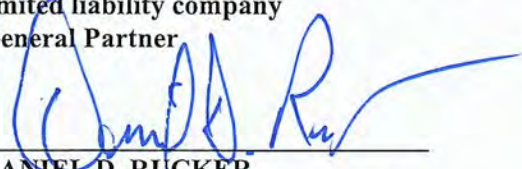
By: 
Name: MARYLYN REED
Title: Managing Member

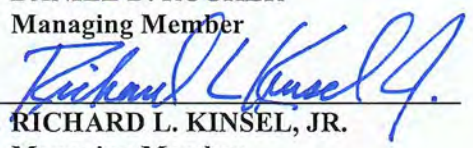
By: 
Name: JASON ALEXANDER
Title: Managing Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY
DEVELOPMENT, LP, a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a Texas
limited liability company
General Partner

By: 
Name: DANIEL D. RUCKER
Title: Managing Member

By: 
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

THE STATE OF TEXAS { }

COUNTY OF HARRIS { }

This instrument was acknowledged before me on the 13th day of February, 2015, by MARYLYN REED, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.





Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

THE STATE OF TEXAS { }

COUNTY OF HARRIS { }

This instrument was acknowledged before me on the 13th day of February, 2015, by JASON ALEXANDER, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.





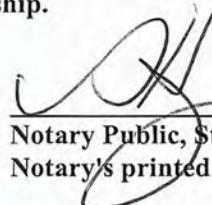
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.





Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

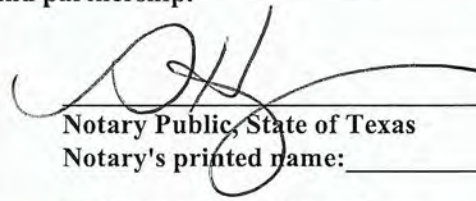


THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.





Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____



EXHIBIT "A"

TRACT 1:

A tract of land containing **16.592** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found in the northerly right-of-way line of F.M. 2351 (120' R.O.W.) said iron rod marking the common line between Lots 63 and 64, said point being the most southeasterly corner of Lot 63 and the most southwesterly corner of Lot 64;

Thence S. 43° 39' 30" W., along said northerly line, a distance of 100.01 feet to a 1/2 inch iron rod set for corner;

Thence N. 45° 00' 38" W., a distance of 260.46 feet to a 1/2 inch iron rod set for corner;

Thence S. 43° 54' 59" W., a distance of 195.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 51.82 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 125.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 5.00 feet to a 5/8 inch iron rod found for corner;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found for corner;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 40.00 feet to a 1/2 inch iron rod set for the South corner of the herein described tract in the line common to Tracts A and B;

Thence N. 45° 00' 38" W., along said line, a distance of 1105.98 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract, said point being the common northwesterly corner of Tracts C and D;

Thence N. 45° 40' 00" E., a distance of 660.00 feet to a railroad spike found marking the most northerly corner of the herein described tract, said point being the common northeasterly corner of Tracts C and D;

Thence S. 45° 00' 38" E., along the line common to Tracts C and D, a distance of 1275.84 feet to the **Point of Beginning**, and containing 16.592 acres of land, more or less.

SAVE & EXCEPT that certain tract of land, known as Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map of plat thereof recorded at Film Code No. 646183 of the Map Records of Harris County, Texas.

EXHIBIT "A"
(continued)

TRACT 2:

Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at FilmCode No. 646183 of the Map Records of Harris County, Texas.

TRACT 3:

A tract of land containing **0.0918** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod set for the most southerly corner of the herein described tract at a point located N. 44° 59' 22" E., a distance of 40.00 feet from the South corner of Tract 1 as described above;

Thence N. 44° 59' 22" E., a distance of 200.00 feet to a 1/2 inch iron rod set marking the most easterly corner of the herein described tract;

Thence N. 45° 00' 38" W., a distance of 20.00 feet to a 5/8 inch iron rod found marking the most northerly corner of the herein described tract;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to the **Point of Beginning**, and containing 0.0918 acre of land, more or less.

Return To: Coastal Bend Property Dev.
4558 Fm 2351
Friendswood TX 77546

20150084708

Pages 8

03/03/2015 09:57:11 AM

e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees 40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

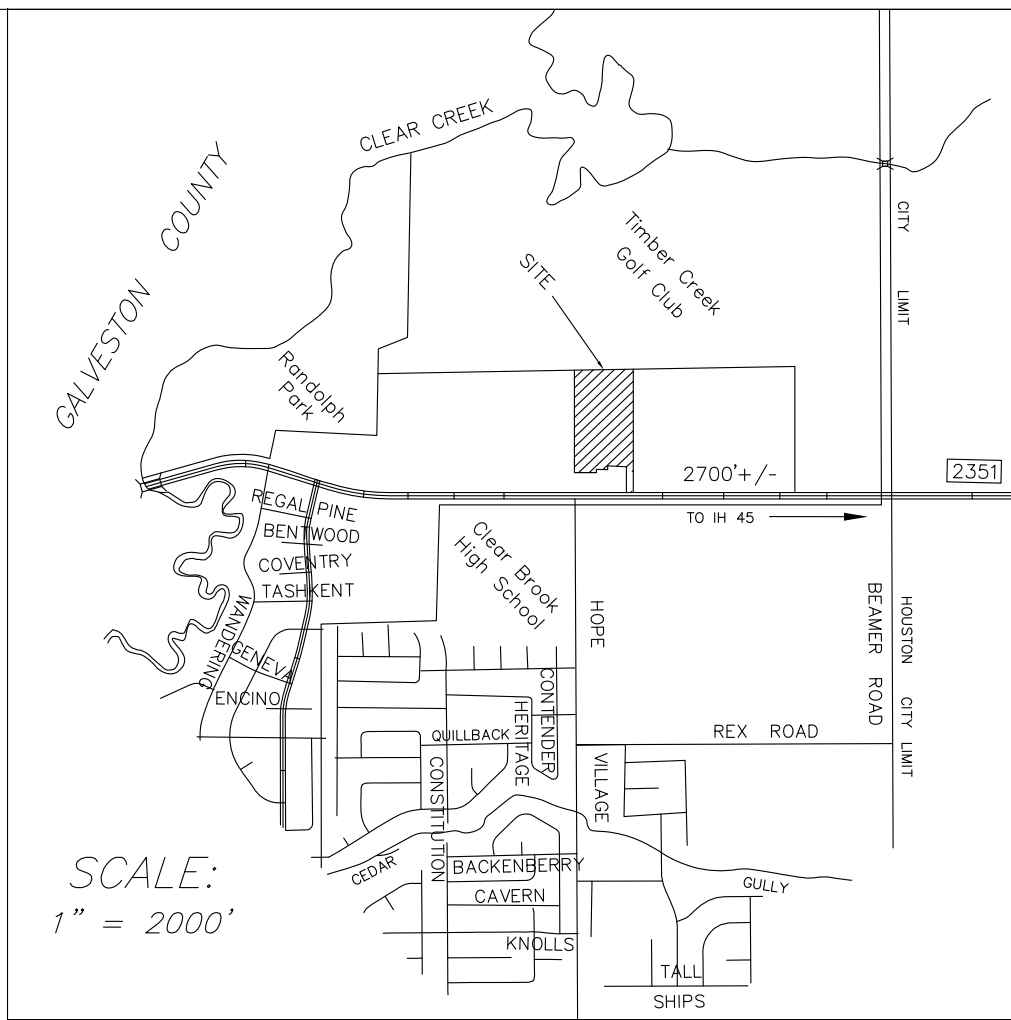
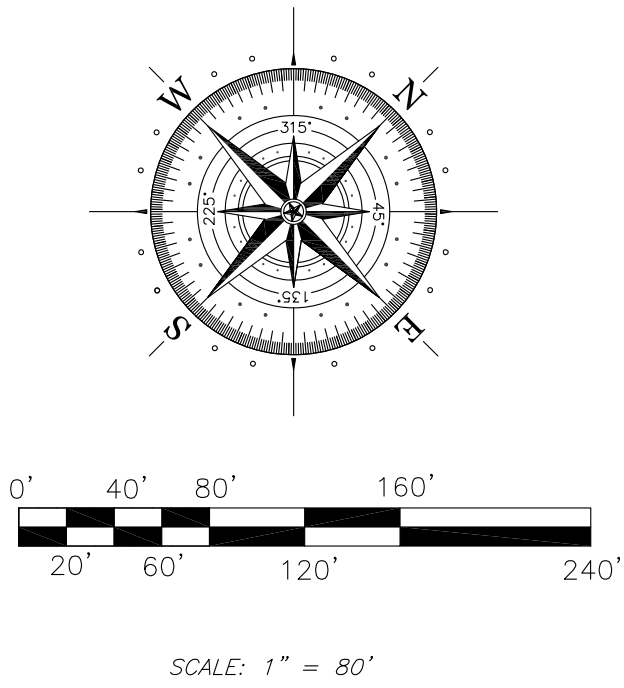
PROJECT BENCHMARK:

➡ CUT SQUARE ON TOP OF CURB
ELEVATION = 29.92'

BENCHMARK UTILIZED:

TSARP RM NO. 010470
STREAM NO. A119-02-00
NAVD 83
2001 ADJUSTMENT
GEOID99
29°33'22.06666° N
95°10'51.63465° W
ELEVATION = 29.28'

Timber Creek Golf Club
FILM CODE NO. 449055, M.R.H.C.



VICINITY MAP

NORTHWOODS
RIVERS LLC
W-784423

TRACT 1: A TRACT OF LAND CONTAINING 16.592 ACRES, MORE OR LESS, OUT OF A CALED 19.4825 ACRE TRACT BEING TRACTS B AND C OF LOT 63 OF THE COFFMAN AND HOIDALE SUBDIVISION OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 3, PAGE 6, HARRIS COUNTY MAP RECORDS, PART OF WHICH HAS BEEN PLATTED AS BSR SUBDIVISION NO. 1, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF F.M. 2351 (120' R.O.W.), SAID IRON ROD MARKING THE COMMON LINE BETWEEN LOTS 63 AND 64, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF LOT 63 AND THE MOST SOUTHWESTERLY CORNER OF LOT 64;

THENCE SOUTH 43°39'30" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.01 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAID POINT BEING THE EAST CORNER OF EAGLE SUBDIVISION (RECORDED IN FILM CODE 390134, M.R.H.C.);

THENCE NORTH 45°00'38" WEST, ALONG THE NORTHEAST LINE OF SAID EAGLE SUBDIVISION, AT A DISTANCE OF 235.42 FEET PASS THE NORTH CORNER OF SAID EAGLE SUBDIVISION AND CONTINUE FOR A TOTAL DISTANCE OF 260.46 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 43°54'59" WEST, A DISTANCE OF 195.00 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 45°00'38" EAST, A DISTANCE OF 51.82 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTH CORNER OF BRAKEMASTERS - 2351 (RECORDED IN FILM CODE NO. 397137, M.R.H.C.);

THENCE SOUTH 44°59'22" WEST, ALONG THE NORTHWEST LINE OF SAID BRAKEMASTERS - 2351, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE WEST CORNER OF SAID BRAKEMASTERS - 2351;

THENCE SOUTH 45°00'38" EAST, ALONG THE SOUTHWEST LINE OF SAID BRAKEMASTERS - 2351, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 200.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 45°00'38" EAST, A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 40.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT IN THE LINE COMMON TO SAID TRACTS A AND B;

THENCE NORTH 45°00'38" WEST, ALONG SAID LINE, A DISTANCE OF 1105.98 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING THE COMMON NORTHWESTERLY CORNER OF TRACTS C AND D;

THENCE NORTH 45°40'00" EAST, A DISTANCE OF 660.00 FEET TO A RAILROAD SPIKE FOUND MARKING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING THE COMMON NORTHEASTERLY CORNER OF TRACTS C AND D;

THENCE SOUTH 45°00'38" EAST, ALONG THE LINE COMMON TO TRACTS C AND D, A DISTANCE OF 1275.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.592 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT THAT CERTAIN TRACT OF LAND KNOWN AS RESTRICTED RESERVE 'A', OF FINAL PLAT OF BSR SUBDIVISION NO. 1 - 5.540 ACRES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 2: RESTRICTED RESERVE 'A', OF FINAL PLAT OF BSR SUBDIVISION NO. 1 - 5.450 ACRES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 3: A TRACT OF LAND CONTAINING 0.0918 ACRES, MORE OR LESS, OUT OF A 19.4825 ACRE TRACT, BEING TRACTS B AND C, OF LOT 63 OF THE COFFMAN AND HOIDALE SUBDIVISION OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 3, PAGE 6 OF THE HARRIS COUNTY MAP RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT AT A POINT LOCATED NORTH 44°59'22" EAST, A DISTANCE OF 40.00 FEET FROM THE SOUTH CORNER OF TRACT 1 AS DESCRIBED ABOVE;

THENCE NORTH 44°59'22" EAST, A DISTANCE OF 200.00 FEET TO A 1/2 INCH IRON ROD SET MARKING THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°00'38" WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

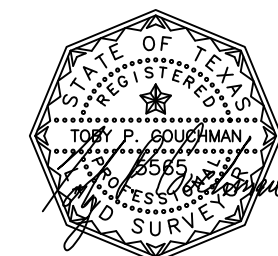
THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 200.00 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 45°00'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0918 ACRE OF LAND, MORE OR LESS.

FLOOD STATEMENT

THIS TRACT IS LOCATED IN ZONE "X" AN AREA OUTSIDE OF THE 100-YEAR FLOOD, ACCORDING TO FIRM NUMBER 485468 1065U107OL DATED JUNE 18, 2007

NOTES:
- BEARING BASIS: PLAT (646183, MRHC)
- SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS
- SURVEYOR HAS NOT INDEPENDENTLY ATTRIBUTED IMPROVEMENTS
- INSTALLATIONS/UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS
- SUBJECT TO RESTRICTIVE COVENANTS AS PER TITLE COMMITMENT

CLIENT	EVH INTERESTS, LLC	ADDRESS	N/A
		JOB #	1406001
		DATE	06/01/2014 REV. 12/09/2014
		GF#	14002442
		Toby P. Couchman, R.P.L.S. 133 N. FRIENDSWOOD DRIVE, # 141 FRIENDSWOOD, TEXAS 77546 PHONE: 832-607-1405 EMAIL: tpcsurvey@gmail.com	
I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUNDS OF THE PROPERTY LEGALLY DESCRIBED HEREON FOR AN ATTACHED SHEET, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.		ONLY SURVEY MADE WITH THE SURVEYOR'S ORIGINAL INSTRUMENTS AND WITH TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.	
		©2014 TOBY P. COUCHMAN - ALL RIGHTS RESERVED	

SPECIAL WARRANTY DEED

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

Date: June 24, 2020

Grantor: COASTAL BEND LAND INVESTMENTS, LP, a Texas limited partnership

Grantor's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546

Grantee: Coastal Bend Property Development, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

BEING a 0.119 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. RP-2019-182701, said 0.1119 acre tract being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservation from and exceptions to Conveyance and Warranty:

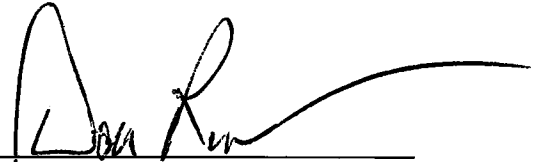
Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from the exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY SO TITLE EXPRESSLY SET FORTH HEREIN.

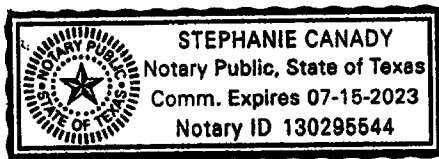


DANIEL D. RUCKER, PRESIDENT
COASTAL BEND LAND INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP

The State of Texas §

County of HARRIS §

This instrument was acknowledged before me on the 24th day of June, 2020, by Daniel D. Rucker, President, of COASTAL BEND LAND INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP.



Notary Public, State of Texas
Notary's Printed Name: Stephanie Canady

Notary's commission expires: 7-15-23

EXHIBIT "A"

BEING a 0.119 acres tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. 005-71-1739, said 0.119 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northerly corner of EAGLE SUBDIVISION according to the map or plat thereof recorded in Volume 390 Page 134 of the Map Records of Harris County, Texas:

THENCE North 48° 18' 48" West, a distance of 25.00 feet to a capped iron found for the northerly corner of the herein described tract;

THENCE South 40° 36' 49" West, a distance of 195.00 feet to a capped iron found for the westerly corner of the herein described tract;

THENCE South 48° 18' 48" East, a distance of 25.00 feet to a 5/8" iron rod found for the westerly corner of said EAGLE Subdivision;

THENCE North 40° 36' 49" East, along and with the westerly line of said EAGLE Subdivision a distance of 195.00 feet to the **POINT OF BEGINNING**.

RP-2020-289010
Pages 4
07/01/2020 03:58 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM

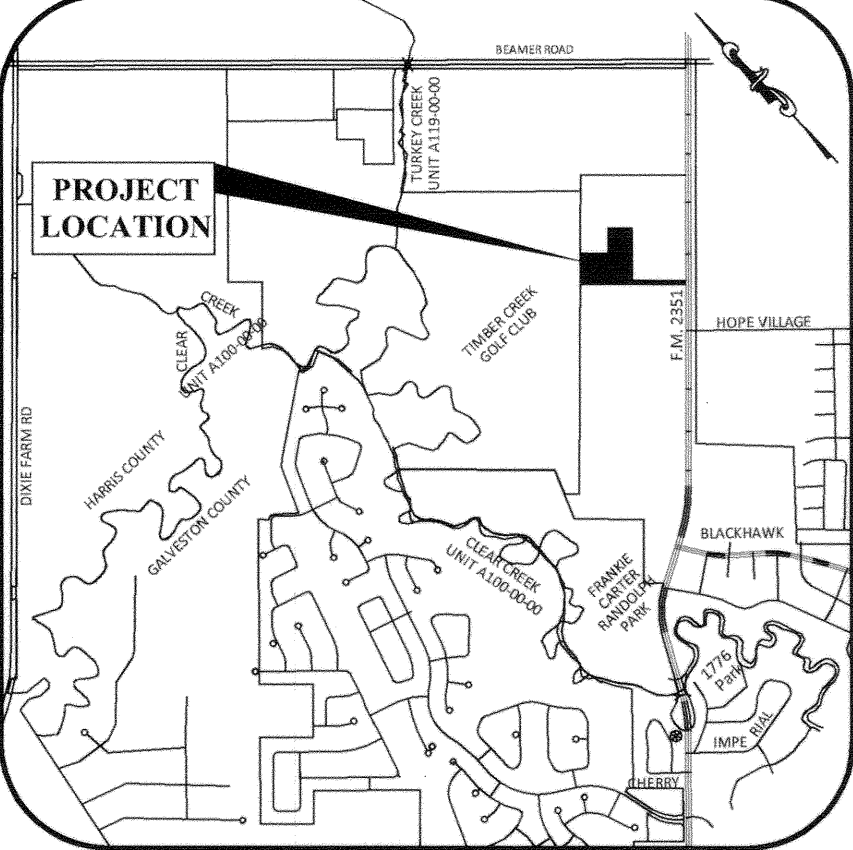
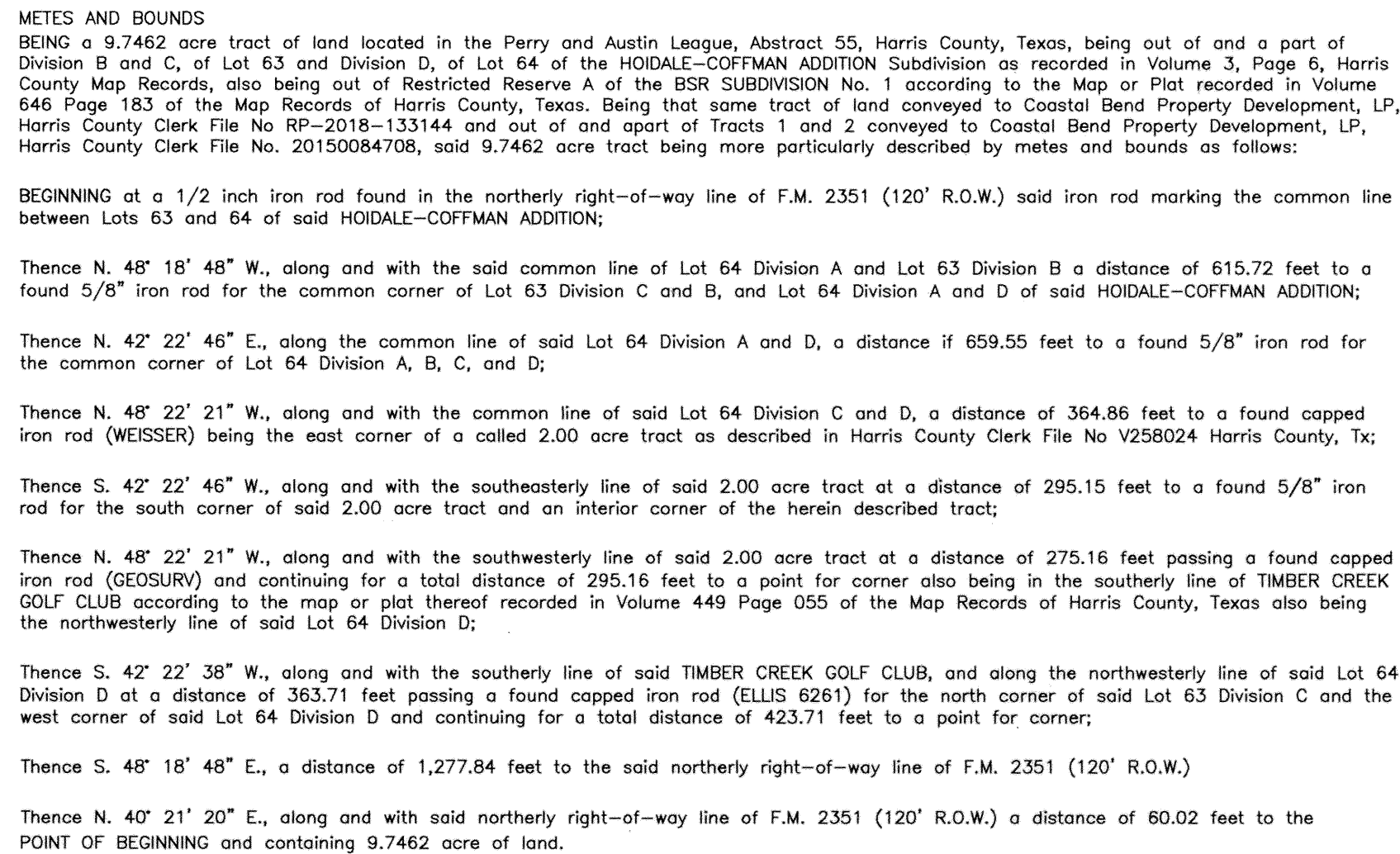
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



COUNTY CLERK
HARRIS COUNTY, TEXAS



VICINITY MAP

SCALE: 1" = 2,640'

KEY MAP NO. 617 J & M

BENCHMARK:

PRIMARY:
HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010423
(BRASS DISC).
ELEV.=25.24' (NAVD88, 2001 ADJ.).

SITE:
TMB "C" Flange bolt over 6" Valve on Fire Hydrant
ELEV.=32.33' located at the northwest corner of tract

NOTES:

1. H.C.F.D. indicates "Harris County Flood Control District".
2. Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD83 (2001 Adj). All coordinates hereon are Grid.
3. Property corners shown hereon are 5/8" x 24" rebar with Orange caps stamped Scott D Ellis 6261 unless otherwise noted.
4. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of no less than four feet and comply with Federal, State, and Local requirements.
5. No residential, commercial, or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
6. Except for low-pressure distribution system pipelines as defined in Chapter 26, of the Friendswood City Code, no residential, commercial, or industrial structure shall be erected or moved to a location nearer than 50 feet to any pipeline, other than structures necessary to operate the pipeline.
7. The City of Friendswood shall not be responsible for maintenance of private streets, driveways, sidewalks, and emergency access easements, except as outlined in the Access & Utilities Easement Agreement # 180732, waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the property owner shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, recreation easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of CenterPoint Energy.
8. All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.
9. The finished floor elevations of all structures shall be located above the base flood elevation established by FEMA, and as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
10. Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by the property owner.
11. The Surveyor did not abstract the property. Easements and other matters of record mentioned or shown hereon shall be abstracted from the public domain for title insurance issued by which title insurance Company (Effective Date: October 27, 2014) of No. ATHC314001085.
12. The mathematical closure of the plat boundary shown hereon exceeds 1 part in 10,000.
13. There are no existing pipelines, pipeline easements on this property.
14. Site drainage plans for the future development of these reserves must be approved by the floodplain administrator.
15. This tract lies in flood zone; Zone X, as shown on Flood Insurance Rate Map (FIRM) No. 485468 0005 E dated Sept. 22, 1999.
16. Tract is subject to Surface Use Agreement Restrictions filed under File No. RP-2018-133145 H.C.D.R.
17. Reserves A, B, & C are subject to Retained Surface Use Agreement filed under File No. RP-2018-133145 H.C.D.R.
18. Reserves H & I are subjected to drainage, landscaping, open space, security, signage, and utility purposes only.

PARTIAL PLAT OF

INDUSTRY PARK FRIENDSWOOD

**A SUBDIVISION OF 9.7462 ACRES OUT OF LOT 63 DIVISIONS "B" & "C" AND LOT 64 DIVISION "D", OF
HOIDALE-COFFMAN ADDITION VOLUME 3, PAGE 6 HARRIS COUNTY MAP RECORDS
IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55
CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS**

1 BLOCK - 7 UNRESTRICTED RESERVES - 2 RESTRICTED RESERVE

ENGINEER

LAND SURVEYOR**OWNER/DEVELOPER**

COASTAL BEND Engineering

ELLIS SURVEYING SERVICES, LLC

COASTAL BEND
PROPERTY DEVELOPMENT, L.P.

DAN RUCKER, PARTNER
4558 FM 2351
FRIENDSWOOD, TEXAS 77541
(281) 648-1268

SCOTT ELLIS, R.P.L.S

REGISTRATION NUMBER 100340-00
AVENUE N, TEXAS CITY, TEXAS 77590
9.938.8700 FAX: 866.678.7685

MAY, 2019

SHEET 1 OF 1

This is to certify that I, SCOTT D. ELLIS, a registered professional land surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, that all block corners, angle points, and points of curve are properly marked, and that this plat correctly represents that survey made by me, the boundary closes within one foot and 10.000 feet.

Scott D. Ellis
Scott D. Ellis, R.P.L.S., Texas Registration No. 626



Page 257 of 674



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: I

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 4448 FM 2351 RD

Platted Land – Plat Name: PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD Lot: RESERVE B Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: CLAY HOCKLEY BUSINESS PARK LLC Phone: 713-671-5300

Owner's Mailing Address: 15400 VANTAGE PARKWAY WEST

City: HOUSTON State: TX Zip: 77032 Fax: _____

Owner's Email Address: JDROBINSON@NORTHWINDSCONST.COM

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/25/2021

Agent's Signature: _____ Date: _____

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: I

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 4440 FM 2351 RD

Platted Land – Plat Name: PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD Lot: RESERVE A Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: E SQUARED PROPERTIES, LLC Phone: 281-996-7076

Owner's Mailing Address: 4440 FM 2351 RD, SUITE 102

City: FRIENDSWOOD State: TX Zip: 77546 Fax: 281-996-7079

Owner's Email Address: TOMMY@E2MSLLC.COM

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/27/21

Agent's Signature: _____ Date: _____

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

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

GENERAL WARRANTY DEED

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

Date: July 3, 2019

Grantor: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, acting herein by and through its duly authorized General Partner, CBPD MANAGEMENT, LLC, a Texas limited liability company, acting herein by and through its duly authorized Sole Member, COASTAL BEND HOLDINGS, LP, a Texas limited liability company, acting herein by and through its duly authorized General Partner, COASTAL BEND INVESTMENTS, LLC, a Texas limited liability company, acting herein by and through its duly authorized President, DANIEL D. RUCKER

Grantor's Mailing Address (including county):

FM 4558 FM 2351 Road
Friendswood, Galveston County, Texas 77546

Grantee: E SQUARED PROPERTIES, L.L.C., a Texas limited liability company

Grantee's Mailing Address (including county):

P. O. Box 324
Friendswood, Galveston County, Texas 77549

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Unrestricted Reserve A, of PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 688395, of the Map or Plat Records of Harris County, Texas; together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

ATC 119086397A

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

Reservations from and exceptions to Conveyance and Warranty:

Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year have been prorated and are assumed by Grantee.

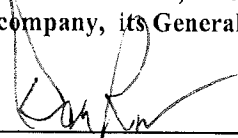
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this General Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this General Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OR TITLE EXPRESSLY SET FORTH HEREIN.

COASTAL BEND PROPERTY
DEVELOPMENT, LP, a Texas limited
partnership

By: COASTAL BEND INVESTMENTS, LLC,
a Texas limited liability company, as General
Partner of COASTAL BEND HOLDINGS, LP,
a Texas limited partnership, Sole Member of
CBPD MANAGEMENT, LLC, a Texas limited
liability company, its General Partner

By: 
DANIEL D. RUCKER, President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 3rd day of July, 2019, by DANIEL D. RUCKER, President of COASTAL BEND INVESTMENTS, LLC, a Texas limited liability company, as General Partner of COASTAL BEND HOLDINGS, LP, a Texas limited partnership, Sole Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, as General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said entities, in the capacity therein stated.





Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

RP-2019-289222
Pages 4
07/05/2019 12:36 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Varies

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: See attached Exhibit A for all tracts and property owners

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Coastal Bend Property Development, LP Phone: 281-648-1268

Owner's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-0832

Owner's Email Address: drucker@cbpd.net

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/25/21

Agent's Signature: _____ Date: _____

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

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

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

**GENERAL WARRANTY DEED
WITH VENDOR'S LIEN**

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

THAT **COASTAL BEND PROPERTY DEVELOPMENT, LP**, a Texas limited partnership (hereinafter called "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor paid by **CLAY HOCKLEY BUSINESS PARK, LLC**, a Texas limited liability company (hereinafter called "**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, for which no lien, express or implied, is herein retained, and in further consideration of Grantee's execution of that one certain Promissory Note of even date herewith for the sum of **SEVEN HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$775,500.00) DOLLARS**, payable to the order of **PROSPERITY BANK** (the "**Lender**") (the "**Note**"), a portion of which amount represents funds advanced by Lender to the Grantor hereof, at the request of and as a loan to the Grantee herein in payment of part of the purchase price of the property herein conveyed, bearing interest at the rate therein provided, principal and interest being payable as stated therein, said Note containing the usual provisions for acceleration and for reasonable attorney's fees, and being secured by a **VENDOR'S LIEN** and **SUPERIOR TITLE** herein and hereby expressly retained in favor of Lender on the property hereinafter described, and also by a Deed of Trust thereon of even date herewith to **DAVID ZALMAN, TRUSTEE**; has GRANTED, SOLD and CONVEYED, and by these presents

ATCH1906037B

-1-

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

RP-2019-273229

does GRANT, SELL and CONVEY unto Grantee, all of the following described real property (the "Property"), to-wit:

Unrestricted Reserve B, of PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, a subdivision or addition in Harris County Texas, according to the Map or Plat thereof recorded under Film Code No. 688395, of the Map or Plat Records of Harris County Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the said premises unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, subject however to the matters herein excepted.

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at this time: (i) any and all restrictive covenants, physical conditions, reservations, encroachments, rights-of-way, building set-back lines, easements and/or exceptions shown of record or evident by an inspection of the Property; (ii) all oil, gas and mineral conveyances and leases of record, if any, relating to the Property shown of record in the hereinabove mentioned county and state, but only to the extent they are still in effect; and (iii) all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, applicable to the Property.

BUT it is expressly agreed and stipulated that the VENDOR'S LIEN as well as Superior Title, in and to the Property, is retained against the Property, premises and improvements, until the Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and effect and reading thereof, when this Deed shall become absolute. The said VENDOR'S LIEN and Superior Title herein retained are hereby

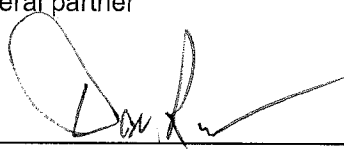
transferred, assigned, sold and conveyed to Lender, its successors and assigns, the payee in said Note, without recourse on Grantor herein.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes the payment thereof.

IN WITNESS WHEREOF, this Deed is executed by Grantor on this the 21st day of June, 2019.

COASTAL BEND PROPERTY DEVELOPMENT, LP,
a Texas limited partnership

By: Coastal Bend Investments, LLC, as general partner of Coastal Bend Holdings, LP, sole member of CBPD Management, LLC, its general partner

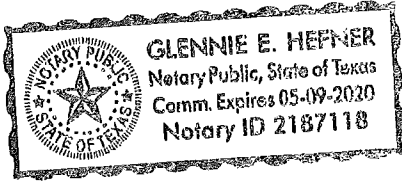
By: 
Daniel D. Rucker, President

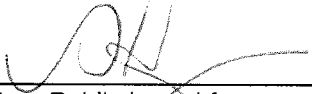
GRANTEE'S ADDRESS:

15400 Vantage Parkway W.
Houston, Texas 77032

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 21st day of June, 2019, by Daniel D. Rucker, President of Coastal Bend Investments, LLC, as general partner of Coastal Bend Holdings, LP, sole member of CBPD Management, LLC as general partner of Coastal Bend Property Development, LP, a Texas limited partnership, on behalf of said entity.





Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO:

PROSPERITY BANK
Attn: Victoria Loan Operations
1205 N. Navarro St.
Victoria, Texas 77901

ND: 4851-2463-5544, v. 3

RP-2019-273229
Pages 5
06/26/2019 03:42 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

Panhandle PUD Aerial Map



Subject Property:
34.3288 acres

Legend

- Parcels
- Streets
- City Limits
- Creeks
- Counties

Parks

- Non-City Owned
- City Owned
- Schools

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



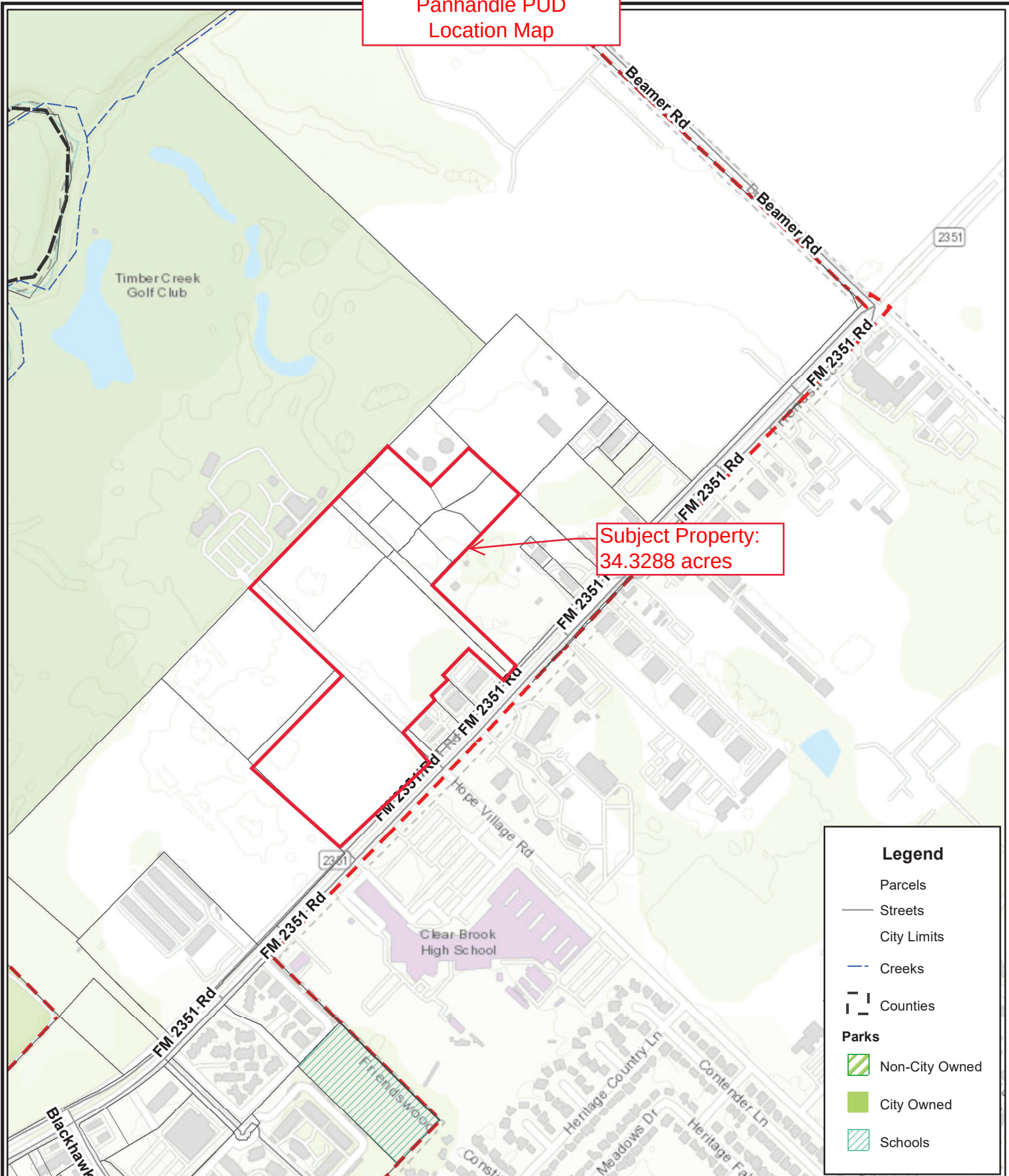
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 752'
Page 270 of 674

Panhandle PUD Location Map



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



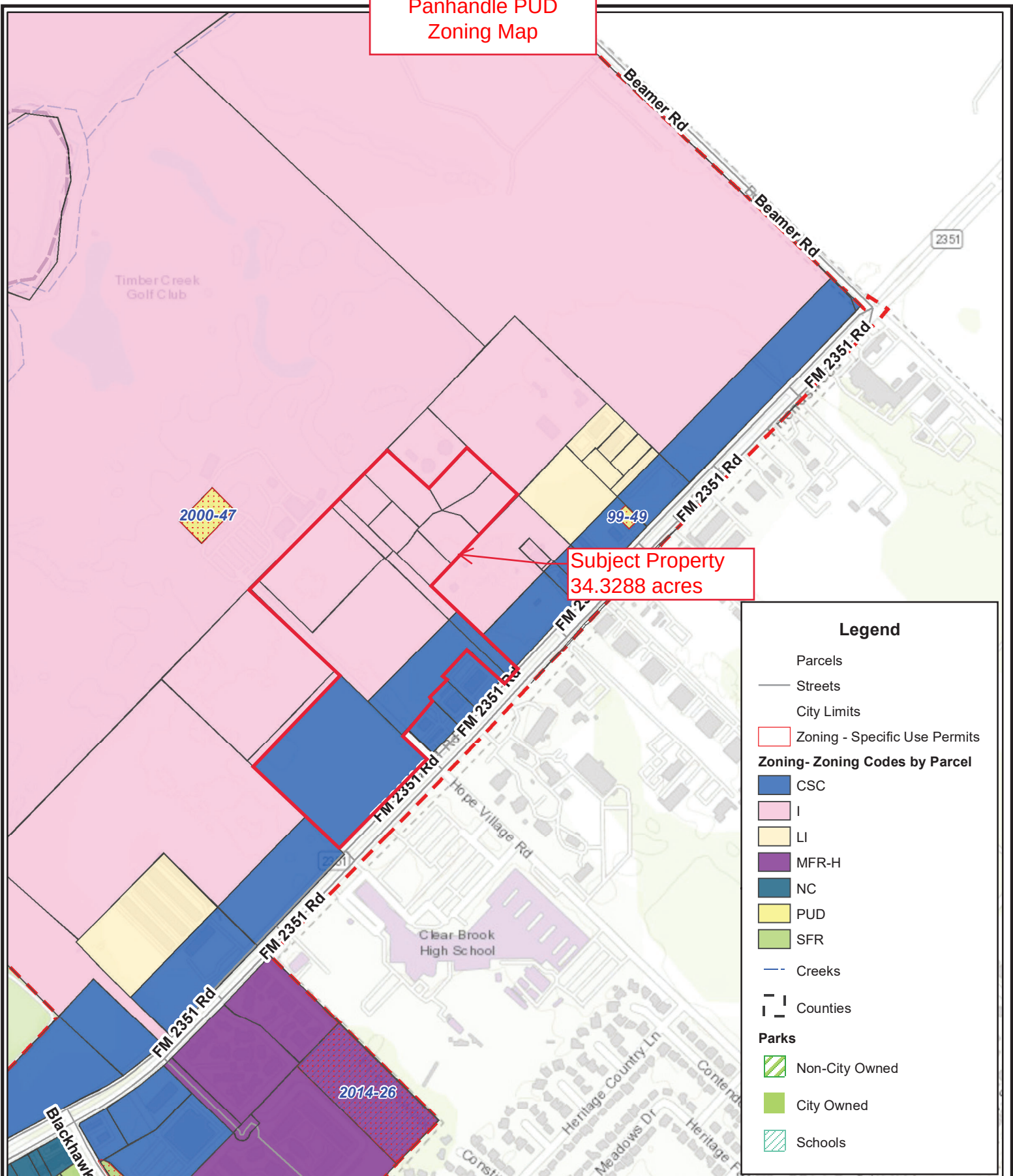
City of Friendswood
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Friendswood, Texas 77546
(281) 996-3200
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Friendswood GIS Mapping



1" = 752'
Page 271 of 674

Panhandle PUD Zoning Map



Legend

- Parcels
- Streets
- City Limits
- Zoning - Specific Use Permits

Zoning - Zoning Codes by Parcel

- CSC
- I
- LI
- MFR-H
- NC
- PUD
- SFR

- Creeks
- Counties

Parks

- Non-City Owned
- City Owned
- Schools

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
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www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 752'
 Page 272 of 674

PANHANDLE
PLANNED UNIT DEVELOPMENT
± 34 ACRES

PREPARED FOR:
COASTAL BEND PROPERTY DEVELOPMENT, LP ET AL

PREPARED BY:

COASTAL BEND Engineering

Texas Registered Engineering Firm F-14444
4558 FM 2351, Friendswood, TX 77546
281.648.1268 Fax 281.648.0832



JANUARY 2021,
REVISED MARCH 2021

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Purpose

Location and Existing Conditions

Access, Utilities & Drainage

II. Project Description

Land Use

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'A' - Area Map & Conceptual Development Plan

**'B' - Exhibit Two from the 2019 City of Friendswood Master Drainage
Plan (Northern Panhandle Regional Detention)**

'C' - Parking Group Table Amendments

'D' - Conceptual Imaging

I. Introduction

Purpose

This application has been prepared on behalf of Coastal Bend Property Development and other applicants attached hereto pursuant to the City of Friendswood's Ordinances related to creation of the Panhandle Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive commercial, industrial, and recreational development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

Prior to the development of Timber Creek Golf Club (2001), the "Panhandle" region of the City of Friendswood had long been idled except for active oil & gas production and cattle grazing. A major factor in this long dormant condition was that the vast majority of the region was held in undivided interest ownerships whose primary concern was mineral interest income from the original 1937 Humble Oil & Gas leases, owned today by Denbury Resources. Aside from the long time Whitley family's feed store and drywall business, only a few automotive, warehouse, storage and a single retail gas/convenience store existed within the City's limits along FM 2351 with AAA Blastcoat being the only business on Beamer Rd.

The attached Exhibit 'A' identifies the limits of the 4,420 acre Webster Unit (Est. 1972) wherein Exxon and now Denbury have since confined their active oil and gas production. However, the original 1937 lease still exist over and under the entire Panhandle area and, unless modified by a subsequent surface use agreement or ordinance, the surface encumbrances still exist. Today, there remains less than 6 acres fronting FM 2351 in undivided interest ownerships and only two (2) active oil wells accessed from Beamer Road within the Panhandle.

The Panhandle is unlike other areas in the City due to the fact that a large portion of the adjacent properties remain undeveloped with limited prospects because they are enveloped within the Webster Unit and have limited access to utilities. It is not typically the case that the primary entrance to a city like Friendswood within the combined metroplex, would have so large a “void” at its entry. Coincidentally, the City has no jurisdictional controls over the unregulated Harris County properties along the opposite sides of Beamer Road and FM 2351 where the majority of mixed uses currently exist and where the probable majority of future uses will occur.

For reasons already established, the isolated condition of the Panhandle presents unique circumstances when establishing the highest and best uses for feasible and economic development. The attached Exhibit ‘A’ depicts the current businesses and vacant land along the FM 2351 corridor both in and out of the City’s jurisdictional limits. As depicted, most of the uses along either side of the FM 2351 corridor are comprised mostly of industrial, light industrial, service, office warehouse and storage facilities with limited retail and even more limited shopping. The primary reason for this heavier concentration of service facilities, warehouse and storage is because the area between Hope Village Rd. and Beamer Rd. is virtually devoid of residences and enjoys uninterrupted access to the Gulf Freeway. Additionally, the lack of lodging of any caliber is directly correlated to the absence of nearby restaurants and neighborhood shopping centers; primarily because there are no neighborhoods.

The intent of this PUD is to establish congruent and attractive economic development within the Panhandle while being cognizant of the current and probable future development within and around it.

Access, Utilities & Drainage

Access

Mobility, utilities, drainage and detention facilities will be created using private investments and except for utilities that may be given to the public, the City will not be responsible for any maintenance.

Access is a key component to any development. Due to the Panhandle's direct access to an existing thoroughfare (FM 2351), no public streets are anticipated within this PUD. Development will encourage shared driveways and reciprocal accesses while promoting efficient circulation for fire and emergency services.

As a result of the previous Blackhawk thoroughfare abandonment, this PUD does not require the creation of a special financing district or use of public funds for any mobility, utilities, drainage or detention facilities.

Utilities

The attached Exhibit 'A' also depicts the location of City trunk line water and sanitary sewer. The trunk line water continues to migrate up Beamer Road coincident with the current Harris County Pct. 1 improvements at FM 2351 and prospects for further extension of the trunk line water are in process.

The distribution and capacity of these facilities are more than adequate to achieve maximum marketable values and uses within the Panhandle PUD. The remainder of utility extensions needed to service future development will be funded through private investments or shared private agreements.

Drainage

Adequate drainage and detention are the biggest hurdles to maximize best use of undeveloped and partially developed properties within the City's jurisdiction. Harris County Flood Control District in concert with the Army Corps of Engineers is in final stages of planning before bidding the Turkey Creek project which upon completion would cause substantial improvement in the 100 & 500 year flood elevations in this region. The improvements will also cause a new, wider, and longer bridge at Beamer Road over Turkey Creek. Coincidentally, this would alleviate a long standing problem for Harris County Pct. 1 and would allow further widening and extension of Beamer Road toward Dixie Farm Road. The subsequent improvement in the flood plain within the Panhandle is certainly a benefit, but the dilemma regarding most efficient methods diverting developed waters to Clear Creek and Turkey Creek remain and

are addressed in the updated 2019 City of Friendswood Master Drainage Plan (Northern Panhandle Regional Detention), of which Exhibit Two (2) from the report is attached herein as Exhibit 'B'. The Panhandle PUD will plan for a common drainage access corridor through Service Areas A & B.

This PUD, at no cost to the City, will develop corridors wherein the majority of developable Panhandle properties may have the most immediate and direct access to the respective creeks. Drainage facilities may be shared to encourage efficient and cohesive use of land, congruent with the City's adopted plan.

II. Project Description

Land Use

The Appraisal Institute defines "Highest and Best Use" as: *The reasonably probable and legal use of vacant or an improved property that is physically possible, appropriately supported (zoned / PUD), financially feasible, and that results in the highest value.*

Establishing the highest and best use for any property is paramount in achieving maximum value. A developer or a city may have a preferred use that does not conform to marketable best use, but ignoring marketability is like denying gravity. Exercising either will not end well.

Within the Panhandle there are multiple marketable uses as having already been recognized by the market. Between the City's limit at Beamer Road and Hope Village Road, the identity of the area is dominated by service and light industrial uses. This does not suggest that there are not additional higher and better uses especially further along the FM 2351 corridor closer to Blackhawk Blvd. where the character of the area is more community and neighborhood oriented as walkability increases with the proximity to Clear Brook High School and Frankie Carter Randolph Park.

The goal of the PUD is to effectively transition the mixed uses from the industrial centered region as it morphs closer to the community. A key component of transition will be landscaping. The City has established an attractive landscape theme within the medians on the FM 2351 corridor.

Landscaping will be prioritized both at entry points and within the developed communities, encouraging a common theme of aesthetic features such as shaped berms and vegetative screens.

Permitted Uses

All permitted uses listed in the City of Friendswood's permitted use table in the code of ordinances within the Community Shopping Center District and Light Industrial District are permitted for the Commons at Timber Creek and those uses in the Industrial District and Light Industrial District shall be permitted for all phases of Industry Park. The permitted use in each zoning designation shall be allowed over any secondary requirement for that use to be subject to an "Office Use Only", "Specific Use Permit", or "Not Permitted" designation. The ranking of uses shall be as follows: 1) "Permitted", 2) "Office Use Only", 3) "Specific Use Permit", and 4) "Not Permitted." In cases where the zoning designations allow both "Office Use Only" and a "Specific Use Permit" and the applicant intends to use the property for more than office use, the applicant may apply for a "Specific Use Permit" for the intended use. The City's permitted use table may change from time to time. Applicants will be subject to the current adopted zoning designations at the time of building permit application or tenant occupancy application.

III. Development Guidelines

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD.

Development Regulations

The following lot regulations shall apply to all development:

- A. District area and height regulations.
 - 1. Regulation Matrix

Lot Description	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Minimum Lot Depth	Yards - Minimum Setbacks (Ft.)			Height Maximum (Ft.)	Zero Lot Line ¹ (Y/N)	Maximum Lot Coverage
				Front	Rear	Side			
Frontage Lot ²	10,000	—	—	30	10	10	40	Y	60%
Non-Frontage Lot ³	10,000	—	—	10	10	10	40	Y	60%

1. A "Zero Lot Line" development may be platted as long as the boundary of the development adheres the to minimum yard setbacks in the table.
2. A "Frontage Lot" is defined as any lot which has a lot line abutting FM 2351. The front yard shall be the minimum distance setback from FM 2351.
3. A "Non-Frontage Lot" is defined as any lot whereby all of the lot lines of said lot do not abut FM 2351.
4. All yard setbacks shall be measured from the edge of the street ROW and lot lines. Yard setbacks shall not be measured from access easements.
5. All developed lots within the PUD in existence prior to the creation of the PUD shall be deemed as lawfully existing and shall be allowed to develop under PUD regulations.

B. Amendments to Community Overlay District.

1. Boundaries.

The boundary of the COD within this PUD shall be parallel to the thoroughfare to include nonresidential properties within 150 feet from the right-of-way. The COD requirements shall only apply to the area of the property within 150 feet from the right-of-way.

2. Landscaping.

- a. A buffer strip shall not be required between separate uses within this PUD.
- b. The buffer strip along a right-of-way will be a minimum of 15 feet wide and shall contain not less than one tree (existing or planted) for each 25 linear feet or portion thereof; however, the tree spacing shall be allowed up to 40 linear feet between trees with clustered landscaping at driveways and median openings similar to the landscaping scheme in the FM 2351 medians.

C. Amendments to Supplementary district regulations.

1. Off-street parking and loading regulations.

While the number of parking spaces required by the Parking Group Table (Appendix C) within the City's Design Criteria Manual is encouraged, the minimum required parking spaces in the PUD are amended as listed in the Parking Group Table Amendments attached as Exhibit 'D' and are further subject to enforcement by the developer's builder guidelines and recorded covenants. Additionally, a property owner may present an alternate number of parking spaces, based on similar development and a parking study, for consideration by the City Engineer during commercial site plan review by the City.

D. Amendments to Landscaping and screening requirements.

1. Section 8(I)(2)(a) shall not apply between industrial and commercial uses.
2. Where the PUD borders Tracts No. 4, 5, 6 & 7 in Exhibit 'A', screening requirements will be met using rear and side buildings walls with limited landscaping, fencing, open pavement and parking.
3. Section 8(I)(2)(c)(3) shall not apply to the PUD outside the COD limits due to the industrial nature of the development.

E. Amendments to Performance standards.

Section 8(J)(2)(c)(ii) is amended to allow greater than one footcandle and a maximum of five footcandles at an interior property lines within the PUD boundary for security lighting.

F. Existing Platted Road Right-of-Ways

The existing platted 40' road right-of-way along the Timber Creek Golf Club boundary to Beamer Road will be converted to a public utility and private access easement.

G. Well Setbacks

1. As it pertains to Article VII(Division 5)(Sec 26-270), only permanent structures within the PUD shall adhere to the following setbacks (does not restrict placement of pavement, parking, driveways, utilities, and landscaping):
 - a. 150' from an active well
 - b. 5' from plugged and abandoned wells in which the surface rights have been released.
 - c. Offsets defined by a surface use agreement between property owner and energy production company whereby the well has been plugged and abandoned or 50' if surface use agreement does not define offset.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance.

Development Phasing/ Schedule

The proposed Panhandle PUD consists of multiple landowners and interests. It would be hopeful to see this area of the City develop in phases over the next 10 years, especially with the recent activity in the industrial market.

The Panhandle PUD contains the remaining balance of developed properties within the Hope Village community. The area contains many established businesses whose uses and repurposing or subsequent uses of the remaining undeveloped portions of their properties is finite and contained. The immediate projects within the PUD are Industry Park II and the Commons at Timber Creek which combined make up approximately 20 acres and will be developed in phases beginning in 2021 at the recently constructed Industry Park driveway and the planned four (4) lane expansion to Timber Creek Golf Club driveway at FM 2351. The developments will utilize the adopted drainage plan and already have the

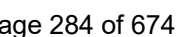
necessary utilities and accesses. Timber Creek's existing gate will be removed and replaced with a new stone column and wrought iron swing gate located at the limits of The Commons at Timber Creek (proposed) to allow landscaping and access.

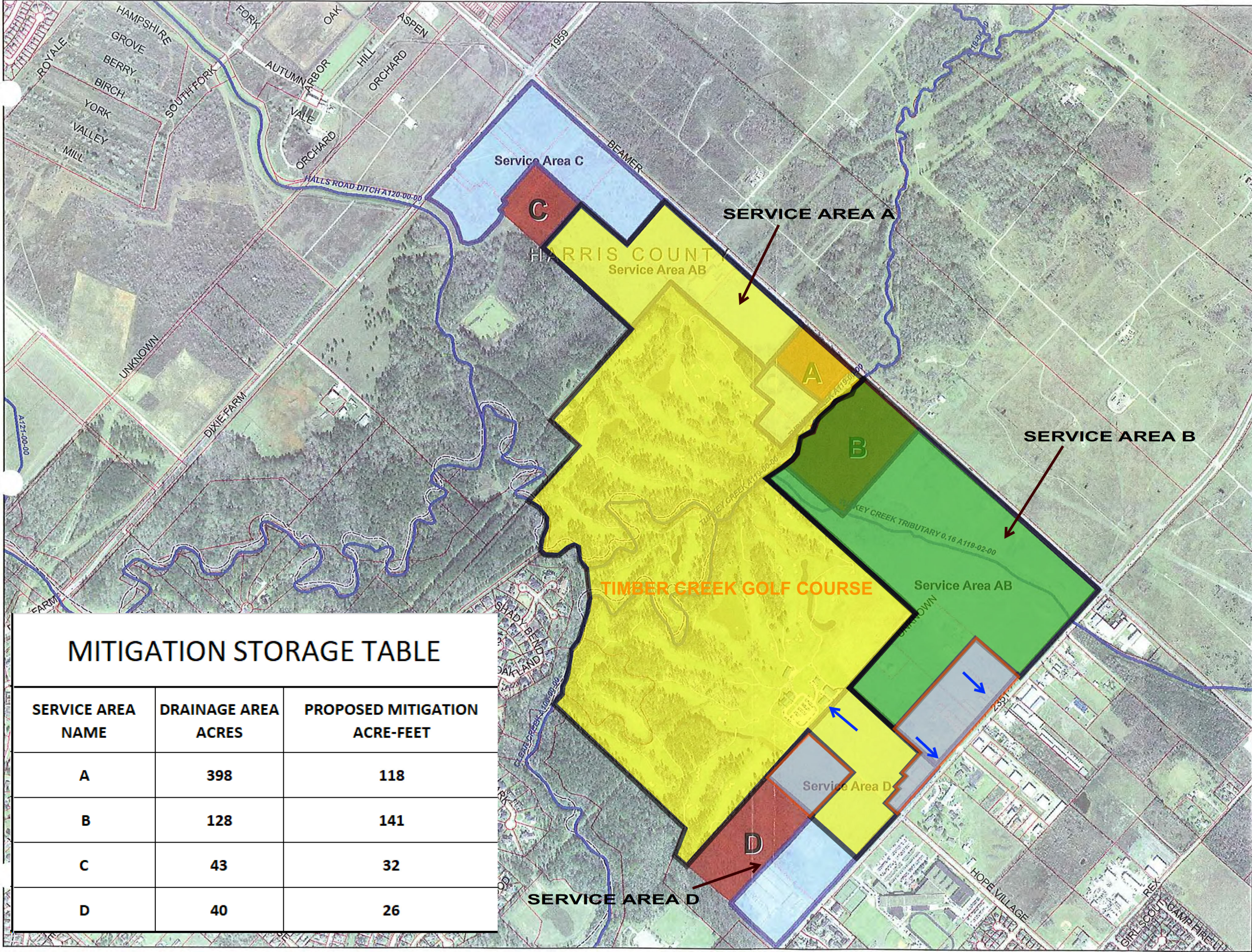


1	5.41 AC	BUCKNER ET AL
2	10.0 AC	FRIENDSWOOD BOAT & RV
3	29.4 AC	BAHAM INTERESTS (KHONSARI)
4	9.40 AC	GARAGE ULTIMATE
5	0.86 AC	CHEVRON (SEVEN STAR BUSINESS)
6	0.61 AC	BRAKEMASTERS (F & Y CAPITAL)
7	1.06 AC	EAGLE TRANSMISSION (BLOCK)
8	9.62 AC	MULCH EXPRESS (BUFFALO)
9	9.14 AC	GEORGE'S AUTO REPAIR ET AL (SGC ENTERPRISES)
10	1.96 AC	HIGHPOINT INSURANCE (HSBS INVESTMENTS)
11	10.0 AC	NORMAN

12	1.00 AC	SHELL (FRIENDSWOOD CHEVRON)
13	2.70 AC	STEWART SUPPLY
14	23.6 AC	BLUDWORTH
15	4.11 AC	MR. APPLANCE/GROUND GUYS (HAMMETT)
16	4.11 AC	CARS BY FITZ (HAMMETT)
17	4.11 AC	GULF COAST EQUINE & PET (KAMD PROPERTIES)
18	6.77 AC	CLEAR BROOK BUSINESS PARK
19	4.43 AC	LIFE STORAGE (SOVRAN ACQ)
20	0.85 AC	SOUTH BELT AIR & HEAT (CARPENTER)
21	4.88 AC	TEJAL & PAYAL III
22	4.30 AC	G & P MOTORS/FIREWORKS (GIKALOV)
23	6.37 AC	FRIENDSWOOD BUSINESS PARK (EUBANKS)
24	4.01 AC	LORD OF LIFE LUTHERAN CHURCH
25	18.7 AC	HOPE VILLAGE DEVELOPMENTAL CENTER
26	35.4 AC	CLEAR BROOK HIGH SCHOOL (CLEAR CREEK ISD)
27	1.00 AC	JEM BOOKS (JEM ACQ)

- ← SHARED PRIVATE DRIVEWAYS
- - - 150' COMMUNITY OVERLAY DISTRICT LIMITS
- BPD** - COASTAL BEND PROPERTY DEVELOPMENT
- CBLI** - COASTAL BEND LAND INVESTMENTS





Legend

- Streams
- Parcels
- County Boundary
- Detention Location
- Proposed Service Areas

- New Area "A"
- New Area "B"
- Areas Draining to FM 2351

0 500 1,000 2,000 Feet

EXHIBIT 'B'
UPDATED SERVICE AREAS
NORTHERN PANHANDLE

MITIGATION STORAGE TABLE		
SERVICE AREA NAME	DRAINAGE AREA ACRES	PROPOSED MITIGATION ACRE-FEET
A	398	118
B	128	141
C	43	32
D	40	26

AL&B ENGINEERING SERVICES, LLC
TBPE FIRM NO. 13495
9119 HWY 6, SUITE 230 #233
MISSOURI CITY, TX 77459

Exhibit 'C'

Parking Group

Table Amendments

Parking Use Category	Parking Spaces*
Buildings with Combined Office & Warehouse/Storage Use located in the PUD	1 space for each 1,000 sq. ft. GFA.
Vehicle Storage (Covered and/or Enclosed) located in the PUD	5 spaces, plus 1 space per 50 storage spaces. Spaces are allowed to be unmarked parking areas out of the travel path.

**Staff may approve an alternate plan during commercial site plan review per PUD Section III.C.1.*

EXHIBIT 'D'
PANHANDLE PUD
CONCEPTUAL IMAGING

GREEN GABLED ROOFS WITH CUPOLAS

NEW TIMBER CREEK WROUGHT
IRON GATE

INDUSTRY PARK
PHASE 1

INDUSTRY PARK
PHASE 3

INDUSTRY PARK
PHASE 2

THE COMMONS AT
TIMBER CREEK

WROUGHT IRON GATE
150' COD REQUIREMENT

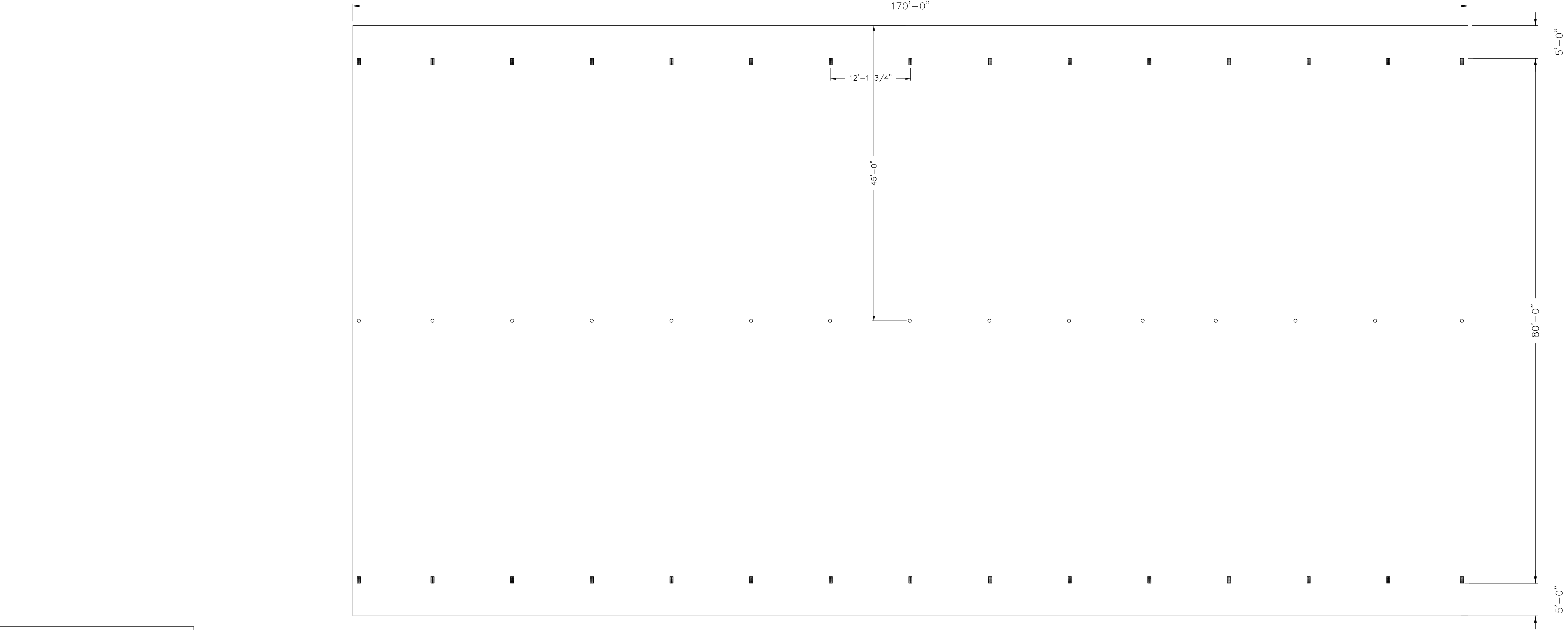
SCREENING FENCE

**PANHANDLE PUD
SECTION PH-2
CONCEPTUAL LAYOUT**

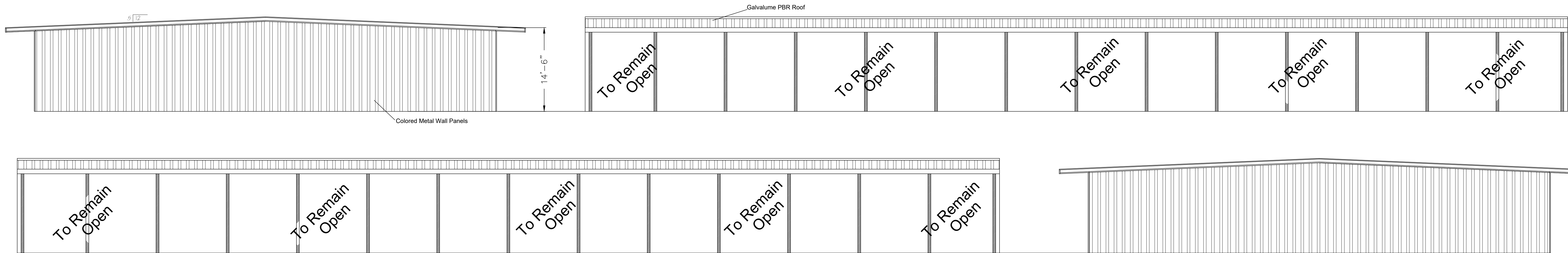
FM 2351







FLOOR PLAN



ELEVATIONS

TYPE "B" BUILDING

SCALE: 3/32"=1'

NO.	DATE	DESCRIPTION	BY
A	06/22/20	Preliminary	JDR



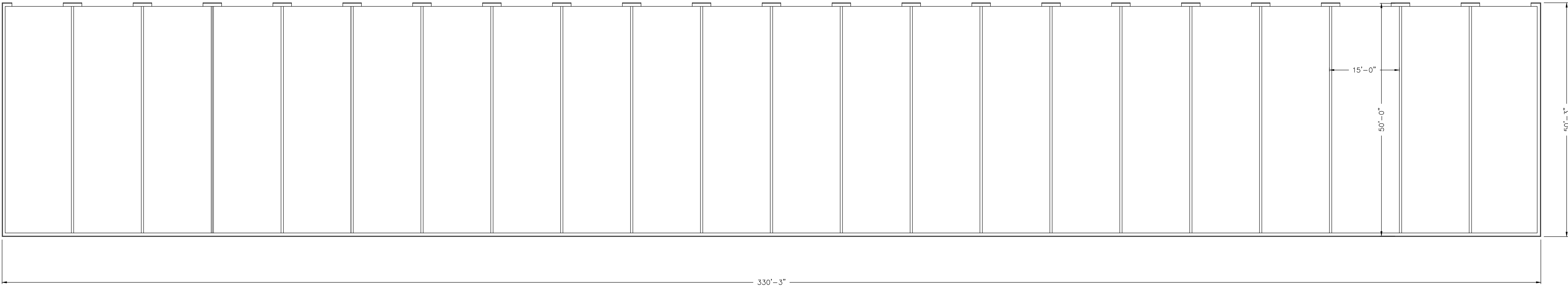
Phone: (713) 671-5300
Fax: (713) 671-5340

15400 Vantage Pkwy West
Houston, Texas 77032

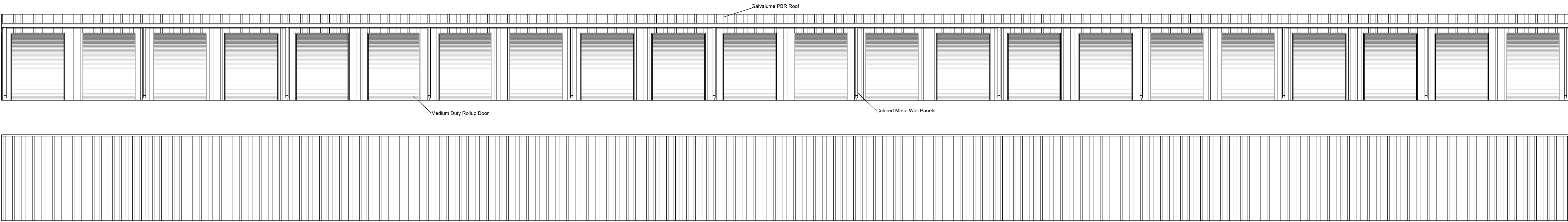
Industry Business Park
Friendswood, TX

PROPOSED 13,600 SF
FACILITY

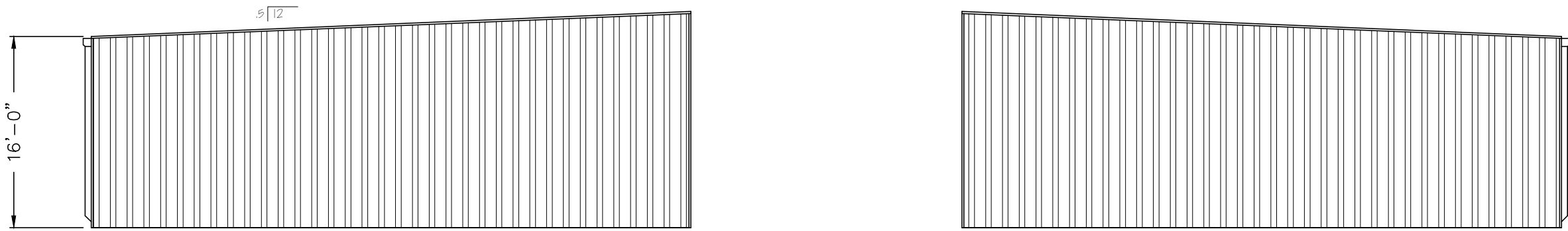
FLOOR/ELEV. A3



FLOOR PLAN



ELEVATIONS



TYPE "C" BUILDING

SCALE: 1/8"=1'

NO.	DATE	DESCRIPTION	BY
A	06/22/20	Preliminary	JDR



NORTHWINDS
CONSTRUCTION^{INC.}

Phone: (713) 671-5300
Fax: (713) 671-5340

15400 Vanlage Pkwy West
Houston, Texas 77032

Industry Business Park
Friendswood, TX

PROPOSED 16,500 SF FACILITY	
FLOOR/ELEV.	A6





PHOTO COURTESY OF QSR MAGAZINE



PANHANDLE
PLANNED UNIT DEVELOPMENT

³⁴
~~± 159~~ ACRES

PREPARED FOR:
COASTAL BEND PROPERTY DEVELOPMENT, LP ET AL

PREPARED BY:

COASTAL BEND Engineering

Texas Registered Engineering Firm F-14444
4558 FM 2351, Friendswood, TX 77546
281.648.1268 Fax 281.648.0832



JANUARY 2021

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I. Introduction

Purpose

This application has been prepared on behalf of Coastal Bend Property Development and other applicants attached hereto pursuant to the City of Friendswood's Ordinances related to creation of the Panhandle Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive commercial, industrial, and recreational development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

Prior to the development of Timber Creek Golf Club (2001), the "Panhandle" region of the City of Friendswood had long been idled except for active oil & gas production and cattle grazing. A major factor in this long dormant condition was that the vast majority of the region was held in undivided interest ownerships whose primary concern was mineral interest income from the original 1937 Humble Oil & Gas leases, owned today by Denbury Resources. Aside from the long time Whitley family's feed store and drywall business, only a few automotive, warehouse, storage and a single retail gas/convenience store existed within the City's limits along FM 2351 with AAA Blastcoat being the only business on Beamer Rd.

The attached Exhibit 'A' identifies the limits of the 4,420 acre Webster Unit (Est. 1972) wherein Exxon and now Denbury have since confined their active oil and gas production. However, the original 1937 lease still exist over and under the entire Panhandle area and, unless modified by a subsequent surface use agreement or ordinance, the surface encumbrances still exist. Today, there remains less than 6 acres fronting FM 2351 in undivided interest ownerships ~~(PH-1)~~ and only two (2) active oil wells ~~(PH-3C)~~ accessed from Beamer Road within the Panhandle.

The Panhandle is unlike other areas in the City due to the fact that a large portion of the adjacent properties remain undeveloped with limited prospects because they are enveloped within the Webster Unit and have limited access to utilities. It is not typically the case that the primary entrance to a city like Friendswood within the combined metroplex, would have so large a “void” at its entry. Coincidentally, the City has no jurisdictional controls over the unregulated Harris County properties along the opposite sides of Beamer Road and FM 2351 where the majority of mixed uses currently exist and where the probable majority of future uses will occur.

For reasons already established, the isolated condition of the Panhandle presents unique circumstances when establishing the highest and best uses for feasible and economic development. The attached Exhibit ‘A’ depicts the current businesses and vacant land along the FM 2351 corridor both in and out of the City’s jurisdictional limits. As depicted, most of the uses along either side of the FM 2351 corridor are comprised mostly of industrial, light industrial, service, office warehouse and storage facilities with limited retail and even more limited shopping. The primary reason for this heavier concentration of service facilities, warehouse and storage is because the area between Hope Village Rd. and Beamer Rd. is virtually devoid of residences and enjoys uninterrupted access to the Gulf Freeway. Additionally, the lack of lodging of any caliber is directly correlated to the absence of nearby restaurants and neighborhood shopping centers; primarily because there are no neighborhoods.

The intent of this PUD is to establish congruent and attractive economic development within the Panhandle while being cognizant of the current and probable future development within and around it.

Access, Utilities & Drainage

Access

Mobility, utilities, drainage and detention facilities will be created using private investments and except for utilities that may be given to the public, the City will not be responsible for any maintenance.

Access is a key component to any development. Due to the Panhandle's direct access to existing thoroughfares (FM 2351 ~~& Beamer Road~~), no public streets are anticipated within this PUD. Development will encourage shared driveways and reciprocal accesses while promoting efficient circulation for fire and emergency services.

As a result of the previous Blackhawk thoroughfare abandonment, this PUD does not require the creation of a special financing district or use of public funds for any mobility, utilities, drainage or detention facilities.

Utilities

The attached Exhibit 'A' also depicts the location of City trunk line water and sanitary sewer. The trunk line water continues to migrate up Beamer Road coincident with the current Harris County Pct. 1 improvements at FM 2351 and prospects for further extension of the trunk line water are in process.

The distribution and capacity of these facilities are more than adequate to achieve maximum marketable values and uses within the Panhandle^{PUD}. The remainder of utility extensions needed to service future development will be funded through private investments or shared private agreements.

Drainage

Adequate drainage and detention are the biggest hurdles to maximize best use of undeveloped and partially developed properties within the City's jurisdiction. Harris County Flood Control District in concert with the Army Corps of Engineers is in final stages of planning before bidding the Turkey Creek project which upon completion would cause substantial improvement in the 100 & 500 year flood elevations in this region. The improvements will also cause a new, wider, and longer bridge at Beamer Road over Turkey Creek. Coincidentally, this would alleviate a long standing problem for Harris County Pct. 1 and would allow further widening and extension of Beamer Road toward Dixie Farm Road. The subsequent improvement in the flood plain within the Panhandle is certainly a benefit, but the dilemma regarding most efficient methods diverting developed waters to Clear Creek and Turkey Creek remain and

are addressed in the updated 2019 City of Friendswood Master Drainage Plan (Northern Panhandle Regional Detention), of which Exhibit Two (2) from the report is attached herein as Exhibit 'B'. ~~In concert with this drainage plan, Section PH-1 will plan for the use of a common drainage access corridor to Clear Creek. Likewise, Sections PH-2 & PH-3~~ ^{The Panhandle PUD} will plan for a common drainage access corridor through Service Areas A & B.

This PUD, at no cost to the City, will develop corridors wherein the majority of developable Panhandle properties may have the most immediate and direct access to the respective creeks. Drainage facilities may be shared to encourage efficient and cohesive use of land, congruent with the City's adopted plan.

II. Project Description

Land Use

The Appraisal Institute defines "Highest and Best Use" as: *The reasonably probable and legal use of vacant or an improved property that is physically possible, appropriately supported (zoned / PUD), financially feasible, and that results in the highest value.*

Establishing the highest and best use for any property is paramount in achieving maximum value. A developer or a city may have a preferred use that does not conform to marketable best use, but ignoring marketability is like denying gravity. Exercising either will not end well.

Within the Panhandle there are multiple marketable uses as having already been recognized by the market. Between the City's limit at Beamer Road and Hope Village Road, the identity of the area is dominated by service and light industrial uses. This does not suggest that there are not additional higher and better uses especially further along the FM 2351 corridor closer to Blackhawk Blvd. where the character of the area is more community and neighborhood oriented as walkability increases with the proximity to Clear Brook High School and Frankie Carter Randolph Park.

The goal of the PUD is to effectively transition the mixed uses from the industrial centered region as it morphs closer to the community. A key

component of transition will be landscaping. The City has established an attractive landscape theme within the medians on the FM 2351 corridor. Landscaping will be prioritized both at entry points and within the developed communities, encouraging a common theme of aesthetic features such as shaped berms and vegetative screens.

Permitted Uses

All permitted uses listed in the City of Friendswood's permitted use table in the code of ordinances within the ~~Agricultural District, Community and Light Industrial District~~ are permitted for the Commons at Timber Creek and those uses in the shall be permitted for all phases of Industry Park. Shopping Center District, Industrial District, and Light Industrial District are permitted within this PUD; together with Food & Beverage Manufacturing (NAICS Codes 311 & 312), Health Care & Social Assistance (NAICS Codes 623 & 624), and Accommodation & Food Services (NAICS Codes 721 & 722) shall be permitted by right. A permitted use table for the PUD is attached as Exhibit 'C'. The permitted use in each zoning designation shall be allowed over any secondary requirement for that use to be subject to an "Office Use Only", "Specific Use Permit", or "Not Permitted" designation. The ranking of uses shall be as follows: 1) "Permitted", 2) "Office Use Only", 3) "Specific Use Permit", and 4) "Not Permitted." In cases where the zoning designations allow both "Office Use Only" and a "Specific Use Permit" and the applicant intends to use the property for more than office use, the applicant may apply for a "Specific Use Permit" for the intended use. The City's permitted use table may change from time to time. Applicants will be subject to the current adopted zoning designations at the time of building permit application or tenant occupancy application.

III. Development Guidelines

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD.

Development Regulations

The following lot regulations shall apply to all development:

A. District area and height regulations.

1. Regulation Matrix

Lot Description	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Minimum Lot Depth	Yards - Minimum Setbacks (Ft.)			Height Maximum (Ft.)	Zero Lot Line ^{3 1} (Y/N)	Maximum Lot Coverage
				Front Interior ^{1 (I)} Exterior ^{2 (E)}	Rear Interior ^{1 (I)} Exterior ^{2 (E)}	Side Interior ^{1 (I)} Exterior ^{2 (E)}			
Frontage Lot ^{4 2}	10,000	—	—	30	5 (I) 10 (E)	5 (I) 10 (E)	40 100	Y	60%
Non-Frontage Lot	10,000	—	—	5 (I) 10 (E)	5 (I) 10 (E)	5 (I) 10 (E)	40 100	Y	60%

- ~~1. The "Interior" designation refers to any lot line not abutting a PUD section boundary nor existing lot developed prior to 2021.~~
- ~~2. The "Exterior" designation refers to any lot line abutting a PUD section boundary or existing lot developed prior to 2021.~~
- ~~1. 3. A "Zero Lot Line" development may be platted as long as the boundary of the development adheres to the minimum yard setbacks in the table.~~
- ~~2. 4. A "Frontage Lot" is defined as any lot which has a lot line abutting FM 2351 or Beamer Road. The front yard shall be the minimum distance setback from both FM 2351 & Beamer Road.~~
- ~~4. 5. All yard setbacks shall be measured from the edge of the street ROW and lot lines. Yard setbacks shall not be measured from access easements.~~
- ~~5. 6. All developed lots within the PUD in existence prior to the creation of the PUD shall be deemed as lawfully existing and shall be allowed to develop under PUD regulations.~~
- ~~3. A "Non-Frontage Lot" is defined as any lot whereby all of the lot lines of said lot do not abut FM 2351.~~

B. Amendments to Community Overlay District.

1. Boundaries.

The boundary of the COD within this PUD shall be parallel to the thoroughfare to include nonresidential properties within 150 feet from the right-of-way. The COD requirements shall only apply to the area of the property within 150 feet from the right-of-way.

2. Landscaping.

- a. A buffer strip shall not be required between separate uses within this PUD.
- b. The buffer strip along a right-of-way will be a minimum of 15 feet wide and shall contain not less than one tree (existing or planted) for each 25 linear feet or portion thereof; however, the tree spacing shall be allowed up

to 40 linear feet between trees with clustered landscaping at driveways and median openings similar to the landscaping scheme in the FM 2351 medians.

C. Amendments to Supplementary district regulations.

1. Off-street parking and loading regulations.

While the number of parking spaces required by the Parking Group Table (Appendix C) within the City's Design Criteria Manual is encouraged, the minimum required parking spaces in the PUD are amended as listed in the Parking Group Table Amendments attached as Exhibit 'D' and are further subject to enforcement by the developer's builder guidelines and recorded covenants. Additionally, a property owner may present an alternate number of parking spaces, based on similar development and a parking study, for consideration by the City Engineer during commercial site plan review by the City.

D. Amendments to Landscaping and screening requirements.

1. Section 8(I)(2)(a) shall not apply ^{between industrial and commercial uses.} ~~within each PUD section (PH1, etc.) along interior lot lines.~~
2. Where ^{the PUD} ~~PH-2~~ borders Tracts No. 4, 5, 6 & 7 in Exhibit 'A', screening requirements will be met using rear and side buildings walls with limited ^{landscaping, fencing,} ~~open~~ pavement and parking.
3. Section 8(I)(2)(c)(3) ~~shall apply to PUD Section PH-1. These regulations shall not apply to PUD Sections PH-2 & PH-3.~~ ^{the PUD outside of the COD limits due to the industrial nature of the development.}

E. Amendments to Performance standards.

Section 8(J)(2)(c)(ii) is amended to allow greater than one footcandle and a maximum of five footcandles at ^{interior property lines within the PUD boundary for security lighting.} ~~an interior property line.~~

F. Existing Platted Road Right-of-Ways

The existing platted 40' road right-of-way along the Timber Creek Golf Club boundary to Beamer Road will be converted to a public utility and private access easement.

G. Well Setbacks

1. As it pertains to Article VII(Division 5)(Sec 26-270), only permanent structures within the PUD shall adhere to the following setbacks (does not restrict placement of pavement, parking, driveways, utilities, and landscaping):
 - a. 150' from an active well
 - b. 5' from plugged and abandoned wells in which the surface rights have been released.
 - c. Offsets defined by a surface use agreement between property owner and energy production company whereby the well has been plugged and abandoned or 50' if surface use agreement does not define offset.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance.

Development Phasing/ Schedule

The proposed Panhandle PUD consists of multiple landowners and interests. It would be hopeful to see this area of the City develop in phases over the next 10 years, especially with the recent activity in the industrial market.

~~Exhibit A depicts the different sections within the PUD where the character and makeup of the uses within them could be themed or form communities different than the others. Coincidentally, these areas are further recognized as having the majority of available undeveloped frontage as opposed to the majority of frontage already built and occupied.~~

~~These sections identified as PH 1 (near Blackhawk Blvd), PH 2 (near Hope Village Rd), and PH 3 (near Beamer Rd) conform well with their respective watersheds and the adopted overall drainage plan.~~

~~PH 1 (Blackhawk), for the first time currently has approximately 15 acres available for development extending from Frankie Carter Park, past the Blackhawk intersection.~~

~~PH 2 (Hope Village)~~ ^{The Panhandle PUD} ~~contains the remaining balance of developed properties within the Hope Village community which utilize the adopted drainage plan and already have the necessary utilities and accesses.~~ ^{The area} ~~This section~~ contains many established businesses whose uses and repurposing or subsequent uses of the remaining undeveloped portions of their properties is finite and contained. The immediate projects within ^{the PUD} ~~PH 2~~ are Industry Park II and the Commons at Timber Creek which combined make up approximately 20 acres and will be developed in phases beginning in 2021 at the recently constructed Industry Park driveway and the planned four (4) lane expansion to Timber Creek Golf Club driveway at FM 2351. The developments will utilize the adopted drainage plan and already have the necessary utilities and accesses. Timber Creek's existing gate will be removed and replaced with a new stone column and wrought iron swing gate located at the limits of The Commons at Timber Creek (proposed) to allow landscaping and access.

~~PH 3 (Beamer) consisting of 110 acres of undeveloped land and is depicted in three distinct areas (PH 3A, PH 3B & PH 3C):~~

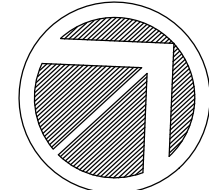
~~PH 3A is approximately 40 acres along FM 2351 where Harris County Pct. 1 is under construction at Beamer Road wherein the majority of the tract is out of the current mapped flood plain and has no active pipelines or wells.~~

~~PH 3B contains approximately 36 acres and is more impacted by the current flood map and somewhat encumbered by an active pipeline.~~

~~PH 3C is the nearest to Turkey Creek containing approximately 34 acres. It is heavily impacted by the current flood map and has two (2) active wells and related pipelines. This area is planned to accommodate Turkey Creek~~

~~improvements, developed drainage and detention, continued oil production and limited surface development.~~

~~Due to ongoing projects, development in the PH-3 region will commence after Turkey Creek project milestones have been reached. As previously mentioned the Turkey Creek Project and coincident bridge and road improvements, together with the additional planned gulley improvements are a combined work in progress. This does not suggest that limited development cannot occur in the interim but the impending large scale improvements in detention, drainage and roads will assist in maximizing best overall uses.~~



SCALE: 1"=200'

EXHIBIT 'A'

FRIENDSWOOD LOT OWNERSHIP LEGEND:

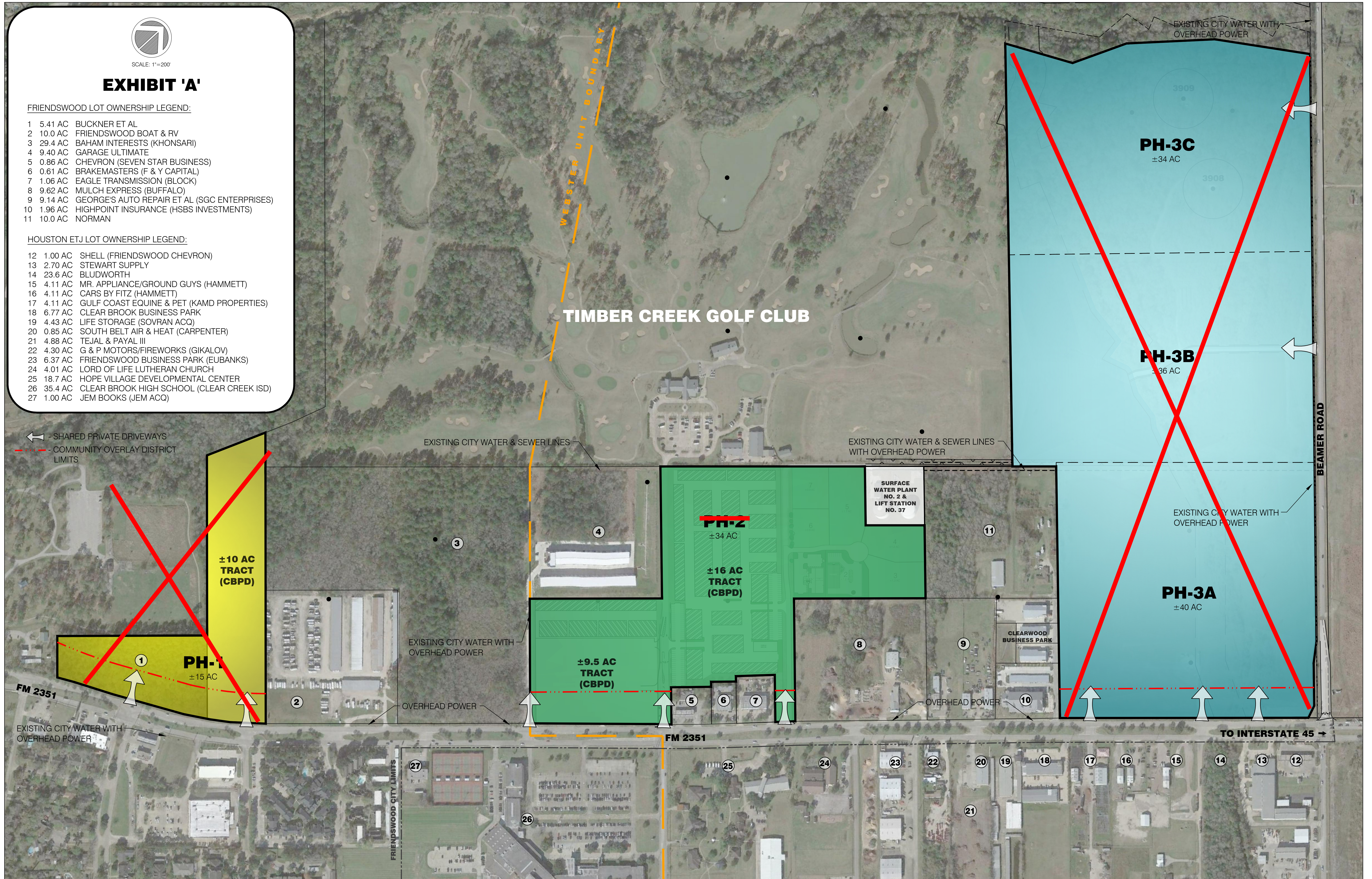
- 1 5.41 AC BUCKNER ET AL
- 2 10.0 AC FRIENDSWOOD BOAT & RV
- 3 29.4 AC BAHAM INTERESTS (KHONSARI)
- 4 9.40 AC GARAGE ULTIMATE
- 5 0.86 AC CHEVRON (SEVEN STAR BUSINESS)
- 6 0.61 AC BRAKEMASTERS (F & Y CAPITAL)
- 7 1.06 AC EAGLE TRANSMISSION (BLOCK)
- 8 9.62 AC MULCH EXPRESS (BUFFALO)
- 9 9.14 AC GEORGE'S AUTO REPAIR ET AL (SGC ENTERPRISES)
- 10 1.96 AC HIGHPOINT INSURANCE (HSBS INVESTMENTS)
- 11 10.0 AC NORMAN

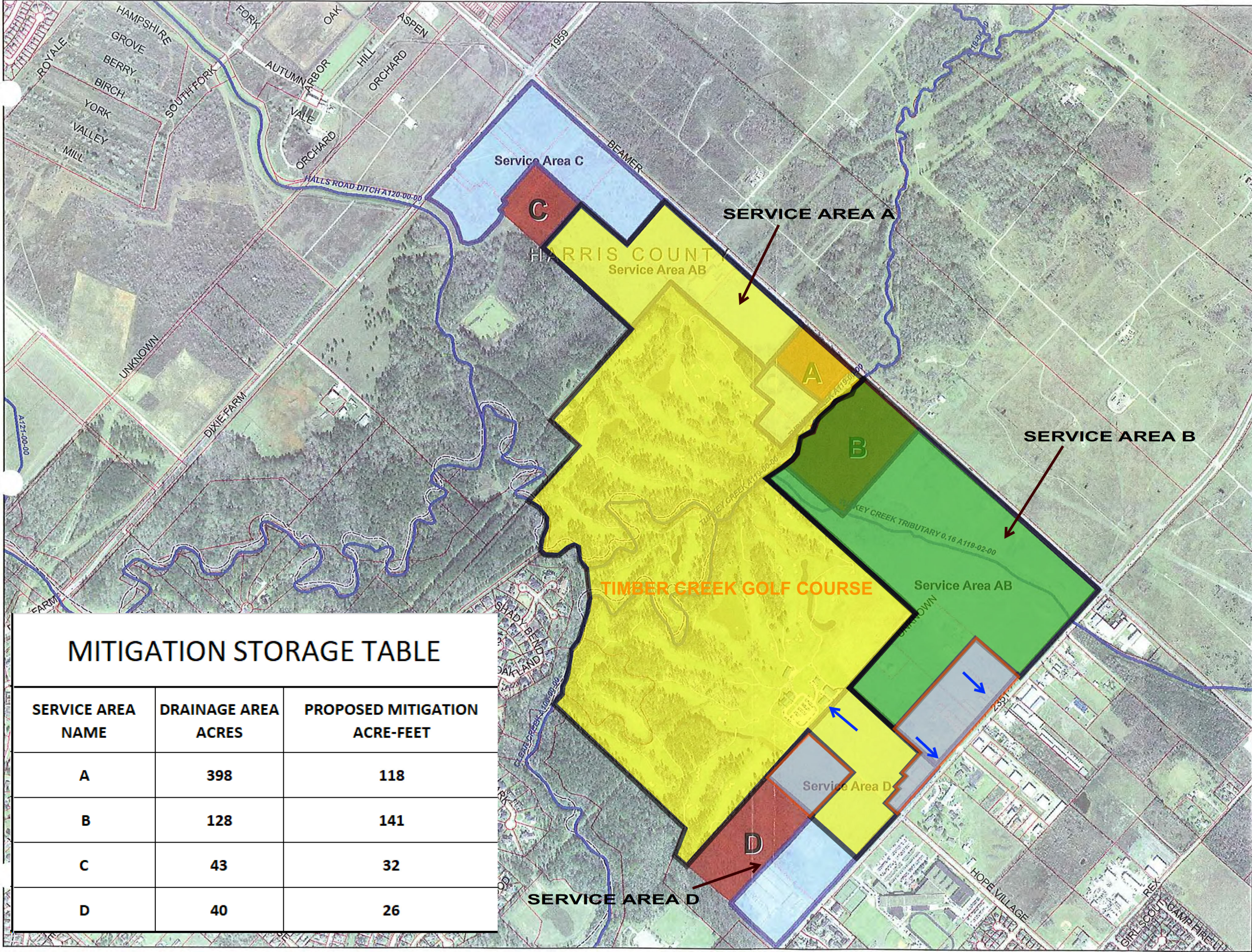
HOUSTON ETJ LOT OWNERSHIP LEGEND:

- 12 1.00 AC SHELL (FRIENDSWOOD CHEVRON)
- 13 2.70 AC STEWART SUPPLY
- 14 23.6 AC BLUDWORTH
- 15 4.11 AC MR. APPLIANCE/GROUND GUYS (HAMMETT)
- 16 4.11 AC CARS BY FITZ (HAMMETT)
- 17 4.11 AC GULF COAST EQUINE & PET (KAMD PROPERTIES)
- 18 6.77 AC CLEAR BROOK BUSINESS PARK
- 19 4.43 AC LIFE STORAGE (SOVRAN ACQ)
- 20 0.85 AC SOUTH BELT AIR & HEAT (CARPENTER)
- 21 4.88 AC TEJAL & PAYAL III
- 22 4.30 AC G & P MOTORS/FIREWORKS (GICALOV)
- 23 6.37 AC FRIENDSWOOD BUSINESS PARK (EUBANKS)
- 24 4.01 AC LORD OF LIFE LUTHERAN CHURCH
- 25 18.7 AC HOPE VILLAGE DEVELOPMENTAL CENTER
- 26 35.4 AC CLEAR BROOK HIGH SCHOOL (CLEAR CREEK ISD)
- 27 1.00 AC JEM BOOKS (JEM ACQ)

← SHARED PRIVATE DRIVEWAYS

--- COMMUNITY OVERLAY DISTRICT LIMITS





Legend

- Streams
- Parcels
- County Boundary
- Detention Location
- Proposed Service Areas

- New Area "A"
- New Area "B"
- Areas Draining to FM 2351

0 500 1,000 2,000 Feet

EXHIBIT 'B'
UPDATED SERVICE AREAS
NORTHERN PANHANDLE

MITIGATION STORAGE TABLE		
SERVICE AREA NAME	DRAINAGE AREA ACRES	PROPOSED MITIGATION ACRE-FEET
A	398	118
B	128	141
C	43	32
D	40	26

AL&B ENGINEERING SERVICES, LLC

TBPE FIRM NO. 13495
9119 HWY 6, SUITE 230 #233
MISSOURI CITY, TX 77459

EXHIBIT 'C'
PERMITTED USE TABLE

2017 NAICS Code	2017 NAICS Industry Description
11	<i>Agriculture, Forestry, Fishing and Hunting</i>
111	Crop production
1114	Greenhouse, nursery and floriculture production
112	Animal production
113	Forestry and logging
114	Fishing, hunting and trapping
115	Support activities for agriculture and forestry
21	<i>Mining</i>
221	Utilities
23	<i>Construction</i>
236	Construction of buildings
237	Heavy and civil engineering construction
238	Specialty trade contractors
31-33	<i>Manufacturing</i>
311	Food manufacturing
311811	Retail bakeries
312	Beverage and tobacco product manufacturing
316	Leather and allied product manufacturing
321	Wood product manufacturing
323	Printing and related support activities
323113	Commercial screen printing
325412	Pharmaceutical preparation manufacturing
326	Plastics and rubber products manufacturing
3262	Rubber product manufacturing
327	Nonmetallic mineral product manufacturing
332	Fabricated metal product manufacturing
333	Machinery manufacturing
334	Computer and electronic product manufacturing
335	Electrical equipment, appliance and component manufacturing
33591	Battery manufacturing
336	Transportation equipment manufacturing
337	Furniture and related products manufacturing
339	Miscellaneous manufacturing
3391	Medical equipment and supplies manufacturing
42	<i>Wholesale Trade</i>
423	Merchant wholesalers, durable goods
424	Merchant wholesalers, nondurable goods
425	Wholesale electronic markets and agents and brokers
44-45	<i>Retail Trade</i>
4411	Automobile dealers
4412	Other motor vehicle dealers
4413	Automotive parts, accessories and tire stores
442	Furniture and home furnishing stores
443	Electronics and appliance stores
444	Building material and garden equipment and supplies dealers
444190	Other building material dealers
445	Food and beverage stores
446	Health and personal care stores
447	Gasoline stations
447190	Other gasoline stations
448	Clothing and clothing accessory stores
449	Sporting goods, hobby, book and music stores
452	General merchandise stores
453	Miscellaneous store retailers
4533	Used merchandise stores
45399	All other miscellaneous store retailers

EXHIBIT 'C'
PERMITTED USE TABLE

2017 NAICS Code	2017 NAICS Industry Description
48-49	<i>Transportation and Warehousing</i>
482	Rail transportation
484	Truck transportation
488	Support activities for transportation
48841	Taxi and limousine service
491	Postal service
492	Couriers and messengers
493	Warehousing and storage
51	<i>Information</i>
511	Publishing industries
515	Broadcasting (except internet)
517	Telecommunications
517911	Telecommunications resellers
518	Data processing, hosting and related services
519	Other information services
52	<i>Finance and Insurance</i>
521	Monetary authorities – Central bank
522	Credit intermediation and related activities
522298	All other nondepository credit intermediation (i.e., pawn shops)
523	Securities, commodity contracts, and other financial investments and related activities
524	Insurance carriers and related activities
525	Funds, trusts, and other financial vehicles
53	<i>Real Estate and Rental and Leasing</i>
531	Real estate
53113	Lessors of miniwarehouses and self-storage units
532	Rental and leasing services
53212	Truck, utility trailer and RV rental
533	Lessors of nonfinancial intangible assets (except copyrighted works)
54	<i>Professional, Scientific and Technical Services</i>
541	Professional, scientific and technical services
54138	Testing laboratories
55	<i>Management of Companies and Enterprises</i>
551	Management of companies and enterprises
56	<i>Administration/Support Waste Management/Remediation Services</i>
561	Administrative and support services
561730	Landscaping services
56179	Other services to buildings and dwellings
562	Waste management and remediation services
61	<i>Educational Services</i>
6116	Other school and instruction
62	<i>Health Care and Social Assistance</i>
621	Ambulatory health care services
622	Hospitals
6231	Nursing care facilities – Skilled nursing facilities
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities
623311	Continuing care retirement communities (with on-site nursing)
623312	Assisted living facilities for the elderly (without on-site nursing)
624	Social assistance
6244	Child day care services (childcare centers)
71	<i>Arts, Entertainment and Recreation</i>
711	Performing arts
712	Spectator sports (sports teams and clubs)
7113	Promoters of performing arts, sports and similar events
712	Museums, historical sites and similar institutions
7131	Amusement parks and arcades
7139	Other amusement and recreation industries
713940	Fitness and recreational sports centers

EXHIBIT 'C'
PERMITTED USE TABLE

2017 NAICS Code	2017 NAICS Industry Description
72	<i>Accommodation and Food Services</i>
7211	Traveler accommodation
7212	RV (recreational vehicle) parks and recreational camps
7213	Roominghouses and boardinghouses
7223	Special food services
7224	Dining places (more than 75% sales of alcoholic beverages)
7225	Restaurants and other eating places
81	<i>Other Services (Except Public Administration)</i>
8111	Automotive repair and maintenance
8112	Automotive body, paint, interior and glass repair
8112	Electronic and precision equipment repair and maintenance
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)
8114	Personal and household goods repair and maintenance
8121	Personal care services
8123	Dry cleaning and laundry services
8129	Other personal services
8133	Social advocacy organizations
8134	Civic and social organizations
92	<i>Public Administration</i>
921	Executive, legislative, and other general government support
922	Justice, public order and safety activities
923	Administration of human resource programs
924	Administration of environment quality programs
925	Administration of housing programs, urban planning, and community development
926	Administration of economic programs
927	Space research and technology
928	National security and international affairs

Exhibit ~~D~~ 'C'

Parking Group Table Amendments

Parking Use Category	Parking Spaces*
Accommodations	
<i>Accommodations</i>	1.25 spaces per sleeping room or unit, plus the following meeting per banquet space: - less than 10 sq. ft. per sleeping room = none; - 10 to 20 sq. ft. per sleeping room = 30 spaces per 1,000 sq. ft. GFA; - 21 to 50 sq. ft. per sleeping room and over 50 sq. ft. per sleeping room = 20 spaces per 1,000 sq. ft. GFA.
<i>Accommodations with food:</i>	1.25 spaces per sleeping room or unit, plus 10 spaces per 1000 sq. ft. GFA restaurant lounge, plus the following meeting/banquet space: - less than 10 sq. ft. per sleeping room = none; - 10 to 20 sq. ft. per sleeping room = 30 spaces per 1,000 sq. ft. GFA; - 21 to 50 sq. ft. per sleeping room and over 50 sq. ft. per sleeping room = 20 spaces per 1,000 sq. ft. GFA.
Adult Establishment	1 space for every 4 seats or 1 space for every 50 sq. ft. of customer service area, whichever is greater.
Agricultural, Forestry, Fishing, and Hunting Uses	2 per site plus 1 per 1,000 sq. ft. enclosed floor area.
Amusement and Recreation Industries	
<i>Arcade:</i>	1 space per 200 sq. ft. GFA.
<i>Driving/Archery/Shooting Range:</i>	1 space per 300 sq. ft. GFA of indoor facilities plus 1 space per tee or target.
<i>Fairground, Exhibition, Carnival:</i>	1 space per 500 sq. ft. of outdoor site area plus 1 space per 4 fixed spectator seats.
<i>Fitness and Recreational Sports:</i>	2 spaces per 1,000 sq. ft. GFA.
<i>Golf Course:</i>	1 space per 150 sq. ft. GFA of indoor facilities plus 5 spaces per green.
<i>Miniature Golf:</i>	1 space per 400 sq. ft. GFA of indoor facilities plus 1.5 spaces per hole.
<i>Rodeo, Circus, Auto/Motorcycle Racing:</i>	1 space per 3 spectator seats.
<i>Skateboarding, Water Slide:</i>	1 space per 250 sq. ft. GFA of indoor facilities plus 1 space per 2 persons design capacity of outdoor facilities.
<i>Sports fields, Swimming Pools, Private Parks and Playgrounds:</i>	1 space per 250 sq. ft. GFA of indoor facilities plus 1 space per 4 persons design capacity of outdoor facilities, including both participants and spectators, as applicable.
<i>Tennis Courts and Other Sports Courts:</i>	2 spaces per court.
<i>Athletic Training Facilities:</i>	2 spaces per 1,000 sq. ft. GFA.
Arts, Entertainment, and Receptions	
<i>Arena:</i>	- .33 spaces per seat.
<i>Baseball Stadium:</i>	- .35 spaces per seat.
<i>Football Stadium:</i>	- .31 spaces per seat.

Parking Use Category	Parking Spaces*
Arts, Entertainment, and Recreations (cont.):	
<i>Theater (live performances):</i>	- .40 spaces per seat.
<i>All Other Public Assembly:</i>	- .25 spaces per person in permitted capacity.
<i>Convention Centers, Meeting/Banquet Facilities, not within a hotel or on a hotel, but exceeding 100 sq. ft. per sleeping room:</i>	- up to 25,000 sq. ft. = 30 spaces per 1,000 sq. ft. GFA; plus - 25,000 to 50,000 sq. ft. = 20 spaces per 1,000 sq. ft. GFA; plus - 50,000 and 100,000 sq. ft. = 10 spaces per 1,000 sq. ft. GFA; plus - 100,000 or more sq. ft. = 6 spaces per 1,000 sq. ft. GFA.
Automotive Repair	2.5 spaces per service bay (service bays not included as parking).
Broadcast and Telecommunication	1 space for each 300 sq. ft. GFA.
Car Wash	1 per wash bay plus 1 stacking spaces per bay.
Civic, Social, and Fraternal Associations:	1 space for each 300 sq. ft. GFA.
Educational Services (based on maximum design capacity)	
<i>Daycare Center or Pre-Elementary:</i>	.3 spaces per person licensed capacity enrollment.
<i>Elementary, Middle Schools:</i>	Higher of .25 spaces per seat in auditorium/gym or .25 spaces per student.
<i>Secondary Schools:</i>	Higher of .3 spaces per seat in auditorium/gym or .3 spaces per student.
<i>College or University:</i>	To be established based on a study of parking needs prepared specifically for the subject institution.
<i>Other Classroom based:</i>	6 spaces per 1,000 sq. ft. GFA;
<i>Other Not Classroom based:</i>	10 spaces per 1,000 sq. ft. GFA.
Finance and Insurance	
<i>General Business Offices:</i>	- up to 25,000 sq. ft. = 2.5 spaces per 1,000 sq. ft. GFA; plus - 25,000 to 100,000 sq. ft. = 1.8 spaces per 1,000 sq. ft. GFA; plus - 100,000 or more sq. ft. = 2.5 spaces per 1,000 sq. ft. GFA.
<i>Consumer Service Offices:</i>	3.5 spaces per 1,000 sq. ft. GFA.
<i>Data Processing, Telemarketing, Operations:</i>	4 spaces per 1,000 sq. ft. GFA.
Food Service	
<i>Restaurant:</i>	7.5 spaces per 1,000 sq. ft. GFA;
<i>Restaurant bar area:</i>	12 spaces per 1,000 sq. ft. GFA;
<i>Fast Food:</i>	6 spaces per 1,000 sq. ft. GFA;
<i>Take Out and Delivery Only:</i>	2 spaces per 1,000 sq. ft. GFA;
<i>Night Club:</i>	15 spaces per 1,000 sq. ft. GFA.
Gas Station	1 space for each side of a gasoline pump unit.
Health Care and Social Assistance	
<i>Medical Offices (not on hospital campus):</i>	4.5 spaces per 1,000 sq. ft. GFA.
<i>Medical Offices (on hospital campus):</i>	4 spaces per 1,000 sq. ft. GFA.

Parking Use Category	Parking Spaces*
Hospitals, Nursing, and Residential Care Facilities	
<i>Hospital, Medical Center:</i>	To be established based on a study of parking needs prepared specifically for the subject institution.
<i>Elderly Housing:</i>	.5 space per dwelling unit.
<i>Congregate Care/Assisted Living:</i>	.35 spaces per dwelling unit.
<i>Group, Convalescent, and Nursing Home:</i>	.35 spaces per bed.
Information Services	3 spaces for each 5 employees on largest shift.; or 1 space per 600 sq. ft. GFA.
<i>Cinemas:</i>	- Single screen - 2 to 5 screens - 5 to 10 screens - Over 10 screens
Mining, Utilities, Construction, Manufacturing, Transportation, and Warehousing	3 spaces for each 5 employees on largest shift.; or 1 space per 600 sq. ft. GFA.
<i>Industrial/Manufacturing:</i>	1.85 spaces per 1,000 sq. ft. GFA plus required parking spaces for office, sales, or similar use where those uses exceed 10% GFA.
Mobile Home	2.5 spaces per trailer unit.
Non-Store Retailers	1 space for each 1,000 sq. ft. GFA.
Other Services	1 space for each 2,000 sq. ft. GFA.
Professional, Scientific, and Technical Services; Management of Companies and Enterprises; Administration/Support Services	
<i>General Business Offices:</i>	- up to 25,000 sq. ft. = 2.8 spaces per 1,000 sq. ft. GFA; plus - 25,000 to 100,000 sq. ft. = 2.5 spaces per 1,000 sq. ft. GFA; plus - 100,000 or more sq. ft. = 2.5 spaces per 1,000 sq. ft. GFA.
Public Administration	1 space for each 300 sq. ft. GFA.
Real Estate, Rental, and Leasing	1 space for each 500 sq. ft. GFA.
Religious Organizations	.4 spaces per seat.
Residential Uses	
<i>Single Family Dwellings</i>	- less than 3,000 sq. ft. = 2 spaces per dwelling unit; - more than 3,000 sq. ft. = 3 spaces per dwelling unit
<i>Multi-Family Dwellings Rental:</i>	- 1 space per dwelling unit for efficiency units; - 1.5 spaces per dwelling unit for 1st bedroom in units with 1 or more bedrooms, plus .25 spaces for each additional bedroom.
<i>Multi-Family Dwellings Owned:</i>	- 1.0 spaces per dwelling unit for efficiency units; - 1.75 spaces per dwelling unit for the 1st bedroom in units with 1 or more bedrooms, plus .25 spaces for each additional bedroom.
<i>Rental in University District</i>	1 space per dwelling unit for efficiency and 1 bedroom units; plus .5 spaces for each additional bedroom.

Parking Use Category	Parking Spaces*
Retail Trade	3 spaces per 1,000 sq. ft. GFA.
Shopping Centers	4 spaces per 1,000 sq. ft. GFA up to 200,000 sq. ft.; - 3 spaces per 1,000 sq. ft. GFA over 200,000 sq. ft.
Transit and Ground Passenger Transportation; Scenic & Sightseeing	1 space per 100 sq. ft. GFA.
Truck Transportation; Warehouse & Storage	1 space for each 1,000 sq. ft. GFA.
Vehicle Dealers	1 space for each 5,000 sq. ft. of lot area.
Wholesale Trade	1 space per 2,000 sq. ft. gross floor storage per sales area.
Buildings with Combined Office & Warehouse/Storage Use located in PH-2	1 space for each 1,000 sq. ft. GFA.
Vehicle Storage (Covered and/or Enclosed) located in PH-2	5 spaces, plus 1 space per 50 storage spaces. Spaces are allowed to be unmarked parking areas out of the travel path.
RV Park & Multi-Use RV Park	1 space per RV space. Spaces are allowed to be unmarked parking areas out of the travel path.
Administration/Professional Office	1 space for each 1,000 sq. ft. GFA of Multi-Use Buildings.

*Staff may approve an alternate plan during commercial site plan review per PUD Section III.C.1.

Comparison of City Ordinances to Panhandle PUD

Developer Proposal via PUD	City Requirement
II. Project Description – Permitted Uses Allow CSC and LI uses (including SUP and Office Use Only designations) in future Commons at Timber Creek Allow LI and I uses (including SUP and Office Use Only designations) in Industry Park 1 and Industry Park 2 Applicant does not want to “lock in” current PUT meaning that if the City’s Permitted Use Table changes, effectively the PUD Permitted Use Table changes. In cases where the zoning designations allow both “Office Use Only” and a “Specific Use Permit” and the applicant intends to use the property for more than office use, the applicant may apply for a “Specific Use Permit” for the intended use. Tenants will be subject to the City’s PUT in effect at the time of building permit or tenant occupancy permit.	See Permitted Use Table.
III. Development Guidelines A. Regulation Matrix See proposed matrix – page 6 Setbacks – reduced mostly for interior lot lines Lot sizes – 10,000 sqft Minimum Lot width/depth – none Max Lot coverage – 60%	Section 7.Q.2.Commercial Regulation Matrix – establishes setbacks, maximum height, lot sizes and lot coverage, etc. for various zoning districts Provided at the end of this document.
III. Development Guidelines B. 1. Reducing COD boundary to 150 feet	Community Overlay District (COD) Applies to any tract that falls within 300 feet of FM 2351
III. Development Guidelines B. 2. Landscaping a. Buffer strip not required between uses within PUD	Section 8.(I.)(2)(a) See section below.
III. Development Guidelines B. 2. Landscaping	Section 7.5 Community Overlay District 5. Landscaping

Comparison of City Ordinances to Panhandle PUD

b. Allow for clustering of trees within buffer	g. The commission may approve an alternate equal or better landscape plan in the COD, after giving due consideration to the intensity of the commercial use, the zoning classification and adjacent land uses.
III. Development Guidelines C. Off-street Parking and loading regulations Exhibit D – adding parking regulations for Buildings with combined office and warehouse/storage use and Vehicle Storage (covered and/or enclosed)	See Parking Group Table in Design Criteria Manual.
III. Development Guidelines D.1. (p.7), <i>this section shall not apply between commercial and industrial uses</i>	Section 8 (I)(2)(a) I. <i>Landscaping and screening requirements.</i> 2. <i>Perimeter landscaping and screening.</i> a. Adjacent property, buffer maintenance and installation. (1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property. (2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such

	design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement. (3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners. Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required. a-1. Adjacent property, buffering streets. All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.
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Comparison of City Ordinances to Panhandle PUD

III. Development Guidelines D.2. Where PUD borders Tracts No. 4,5,6 & 7 in Exhibit A, screening requirements will be met using rear and side building walls with limited landscaping, fencing, open pavement and parking.	Section 8 (I)(2)(a) See section above regarding screening requirements.
III. Development Guidelines D. 3, Shall not apply to the PUD outside of the COD limits due to the industrial nature of the development.	Section 8. I.2.c.3 (3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area. Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.
III. Development Guidelines E. – provides for 1-5 foot candles at interior property lines within the PUD boundary for security lighting.	Section 8.J.2.c. Lighting and Glare (ii) <i>Permitted.</i> All lighting in the city consisting of spotlights, floodlights, or similar illuminating devices shall be installed, hooded, regulated and maintained by the owner or person in control thereof in such a manner that the direct beam of any such light shall be oriented so that it will not glare upon any lot, tract, or parcel of land other than that upon which it is situated and so that it will not cause or permit any illumination from direct or indirect lighting in, on, or over the ground

Comparison of City Ordinances to Panhandle PUD

	at or beyond the boundary of the lot, parcel, or tract above the following levels: 1. One footcandle where the adjacent development is zoned for nonresidential uses. 2. Twenty-five hundredths (0.25) footcandle where the adjacent development is zoned for residential uses.
III. Development Guidelines G. Well Setbacks Only permanent structures shall adhere to the following setbacks, which does not restrict the placement of pavement, parking, driveways, utilities or landscaping: a. 150 feet from an active well b. 5 feet from plugged and abandoned wells in which the surface rights have been released c. Offsets defined by a surface use agreement between property owner and energy production company whereby the well has been plugged and abandoned or 50 feet if surface use agreement does not define offset.	Ch. 26-270 Well and pipeline setbacks. (f) No residential, commercial or industrial structure should be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility. Per Fire Marshal's Office – the City's setback requirements are for active well, not for plugged or abandoned wells. Setbacks from plugged or abandoned wells would be up to the owner of the well or remaining surface use agreements.

REGULATION MATRIX - COMMERCIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3													
Zoning District	Lot Area Minimum Square Feet	Lot Width Minimum Feet	Lot Depth Minimum Feet	Yards - Minimum Feet						Height Maximum Feet (b and e)	Landscape Requirements	Exception Notes	Maximum Lot Coverage
				Front	Rear (a)	Side							
						Interior		Exterior					
						When Abutting Property In a Residential District or Garden Home District	When Abutting Property In a Non-Residential District	When Backing Up to an Abutting Side Yard	When Backing Up to an Abutting Rear Yard				
CSC	15,000	100	150	<u>30</u>	15	<u>25</u>	10	<u>25</u>	10	40	Yes		30%
NC	12,000	100	120	30	15 D	<u>25</u>	10	<u>25</u>	10	40	Yes	D, H	30% H
LNC	10,000	100	100	30	15 D	<u>25</u>	10	<u>25</u>	10	40	Yes	D, I	30% I
DD	15,000 E	0	0	0	0 G 15 F	15	0	0	0	<u>70</u> (maximum 4 stories)	Yes	E, F, G	60%
OPD	10,000	100	100	30	15	<u>25</u>	10	<u>25</u>	10	40	Yes	H	30%

BP	10,000	100	100	30	<u>25</u>	<u>25</u>	10 J	<u>25</u>	10 J	40	Yes	J	40%
LI	15,000	100	100	30 A	<u>25</u>	<u>25</u>	10	<u>25</u>	10	40	Yes	A	50%
I	20,000	100	100	30 B	<u>25</u> C	40 C	10	<u>25</u> C	10 C	40	Yes	B, C	60%

- A. When LI district is across the street from a residential district, front yard shall be a minimum of 40 feet from street R.O.W.
- B. When I district is across the street from a residential district, front yard setback shall be a minimum of 50 feet from street R.O.W.
- C. When industrial district abuts side and/or rear residential district, setback shall be a minimum of 90 feet.
- D. When rear yard of an NC or LNC district abuts a nonresidential district, rear yard setback shall be a minimum of 15 feet.
- E. Lots within Downtown District (DD) in existence prior to the creation of the DD, shall be deemed as lawfully existing and shall be allowed to develop under DD regulations. Further, tracts of any size in existence prior to the creation of the DD may be combined into larger tracts and developed, even if the aggregate size is less than 15,000 square feet. Further, no lot classified as within the DD zone may be subdivided to less than the minimum size of 15,000 square feet.
- F. When DD rear yard abuts a residential district (Residential District or Garden Home District), rear yard setback shall be a minimum of 15 feet.
- G. When DD rear yard abuts a non-residential district, rear yard shall be a minimum of 0 feet.
- H. In NC and OPD, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 90% of the total lot area, per sections 7.G.5. and 7.H.8.
- I. In LNC, building site coverage, consisting of all buildings, structures and all paved surfaces, shall not exceed 80% of the total lot area, per section 7.G-1.6.
- J. In BP, no structure shall be located within 25 feet of an exterior BP boundary. An exterior BP boundary is one that abuts a zone other than BP, per section 7.O.1.

EXHIBIT 'C'
PERMITTED USE TABLE

CITY POT

CSC U, I

2017 NAICS Code	2017 NAICS Industry Description				
11	Agriculture, Forestry, Fishing and Hunting				
111	Crop production		0		
1114	Greenhouse, nursery and floriculture production			S	S
112	Animal production		0		
113	Forestry and logging			S	P
114	Fishing, hunting and trapping				
115	Support activities for agriculture and forestry				
21	Mining				
221	Utilities			S	P
23	Construction				
236	Construction of buildings		0	P	P
237	Heavy and civil engineering construction		0	P	P
238	Specialty trade contractors		0	P	P
31-33	Manufacturing				
311	Food manufacturing		0	S	S
311811	Retail bakeries		P		
312	Beverage and tobacco product manufacturing		0	S	S
316	Leather and allied product manufacturing		0	S	S
321	Wood product manufacturing		0	S	P
323	Printing and related support activities		S	P	P
323113	Commercial screen printing		P	P	P
325412	Pharmaceutical preparation manufacturing		0	P	P
326	Plastics and rubber products manufacturing		0	S	P
3262	Rubber product manufacturing		0	O	P
327	Nonmetallic mineral product manufacturing		0	O	P
332	Fabricated metal product manufacturing		0	S	P
333	Machinery manufacturing		0	S	P
334	Computer and electronic product manufacturing		0	P	P
335	Electrical equipment, appliance and component manufacturing		0	P	P
33591	Battery manufacturing		0	O	S
336	Transportation equipment manufacturing		0	S	P
337	Furniture and related products manufacturing		0	S	P
339	Miscellaneous manufacturing		0	P	P
3391	Medical equipment and supplies manufacturing		0	P	P
42	Wholesale Trade				
423	Merchant wholesalers, durable goods		0	P	P
424	Merchant wholesalers, nondurable goods		0	P	P
425	Wholesale electronic markets and agents and brokers		0	P	P
44-45	Retail Trade				
4411	Automobile dealers		0	P	P
4412	Other motor vehicle dealers		0	P	P
4413	Automotive parts, accessories and tire stores		P	P	P
442	Furniture and home furnishing stores		P	S	S
443	Electronics and appliance stores		P	S	S
444	Building material and garden equipment and supplies dealers		P	P	P
444190	Other building material dealers		S	S	S
445	Food and beverage stores		P	S	
446	Health and personal care stores		P	P	
447	Gasoline stations		P	P	P
447190	Other gasoline stations			S	S
448	Clothing and clothing accessory stores		P		
451	Sporting goods, hobby, book and music stores		P		
452	General merchandise stores		P	P	P
453	Miscellaneous store retailers		P	P	P
4533	Used merchandise stores		P	P	P
45399	All other miscellaneous store retailers		P	P	P

Blank - Not allowed
P - Permitted
S - Specific Use Permit
0 - Office Use Only

EXHIBIT 'C'
PERMITTED USE TABLE

CITY PUT

CDC I, I

2017 NAICS Code	2017 NAICS Industry Description				
48-49	<i>Transportation and Warehousing</i>				
482	Rail transportation			S	P
484	Truck transportation			P	P
488	Support activities for transportation		S	S	P
48841	Motor vehicle towing			S	P
491	Postal service		P	P	P
492	Couriers and messengers		P	P	P
493	Warehousing and storage			P	P
51	<i>Information</i>				
511	Publishing industries			P	P
515	Broadcasting (except internet)		S	P	P
517	Telecommunications		S	P	P
517911	Telecommunication resellers		P	P	P
518	Data processing, hosting and related services		S	S	P
519	Other information services		S	S	P
52	<i>Finance and Insurance</i>				
521	Monetary authorities—Central bank		P	P	
522	Credit intermediation and related activities		P	P	
522298	All other nondepository credit intermediation (i.e., pawn shops)		S	S	P
523	Securities, commodity contracts, and other financial investments and related activities		P	P	
524	Insurance carriers and related activities		P	P	
525	Funds, trusts, and other financial vehicles		P	P	
53	<i>Real Estate and Rental and Leasing</i>				
531	Real estate		P	P	P
53113	Lessors of miniwarehouses and self-storage units		O	O	P
532	Rental and leasing services		P	P	P
53212	Truck, utility trailer and RV rental		O	O	P
533	Lessors of nonfinancial intangible assets (except copyrighted works)		P	P	P
54	<i>Professional, Scientific and Technical Services</i>				
541	Professional, scientific and technical services		P	P	
54138	Testing laboratories		S	S	P
55	<i>Management of Companies and Enterprises</i>				
551	Management of companies and enterprises		P	P	
56	<i>Administration/Support Waste Management/Remediation Services</i>				
561	Administrative and support services		P	P	
561730	Landscaping services		S	S	P
56179	Other services to buildings and dwellings		S	S	P
562	Waste management and remediation services			S	P
61	<i>Educational Services</i>				
6116	Other school and instruction		P	P	P
62	<i>Health Care and Social Assistance</i>				
621	Ambulatory health care services		P		
622	Hospitals		P	P	
6231	Nursing care facilities—Skilled nursing facilities		S		
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities				
623311	Continuing care retirement communities (with on-site nursing)		S		
623312	Assisted living facilities for the elderly (without on-site nursing)		S		
624	Social assistance		S		
6244	Child day care services (childcare centers)		P		
71	<i>Arts, Entertainment and Recreation</i>				
7111	Performing arts		P		
7112	Spectator sports (sports teams and clubs)		S		
7113	Promoters of performing arts, sports and similar events		P		
712	Museums, historical sites and similar institutions		P	S	S
7131	Amusement parks and arcades			S	P
7139	Other amusement and recreation industries			S	P
713940	Fitness and recreational sports centers		P	P	P

EXHIBIT 'C'
PERMITTED USE TABLE

*CITY PUT
CSC IF I*

2017 NAICS Code	2017 NAICS Industry Description				
72	<i>Accommodation and Food Services</i>				
7211	Traveler accommodation		S	S	S
7212	RV (recreational vehicle) parks and recreational camps			S	S
7213	Roominghouses and boardinghouses		S	S	S
7223	Special food services		P	P	
7224	Drinking places (more than 75% sales of alcoholic beverages)		S	S	
7225	Restaurants and other eating places		P	P	
81	<i>Other Services (Except Public Administration)</i>				
8111	Automotive repair and maintenance		P	S	P
81112	Automotive body, paint, interior and glass repair		S	S	P
8112	Electronic and precision equipment repair and maintenance		S	S	P
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)		S	S	P
8114	Personal and household goods repair and maintenance		S	S	P
8121	Personal care services		P		P
8123	Dry cleaning and laundry services		P		P
8129	Other personal services		P		P
8133	Social advocacy organizations		O	O	P
8134	Civic and social organizations		O	O	P
814	Private households				
92	<i>Public Administration</i>				
921	Executive, legislative, and other general government support		P	P	
922	Justice, public order and safety activities		P	P	
923	Administration of human resource programs		P	P	
924	Administration of environment quality programs		P	P	
925	Administration of housing programs, urban planning, and community development		P	P	
926	Administration of economic programs		P	P	
927	Space research and technology		P	P	
928	National security and international affairs		P	P	

Rezoning Report

February 2021

Project: Panhandle Planned Unit Development (PUD)
Address: 159.8029 Acres along FM 2351 and Beamer Road
Legal: 159.8029 acres at FM 2351/Beamer Rd.

PH-1 – 14.9959 acres (5.414 acres and 9.5819 acres) as described below:

5.414 acre tract of land located in the Perry & Austin League, Abstract No. 55, Harris County, Texas; being a portion of a called 1038.6 acre tract recorded in Volume 1063, Page 300 of the Harris County Deed Records and being a portion of Lot 61 of the Hoidale and Coffman Subdivision as recorded in Volume 215, Page 394 of the Harris County Deed Records, Friendswood, Harris County, Texas

9.5819 acres more or less out of Lot 61 in the Hoidale and Coffman Subdivision recorded in Volume 3 Page 6 of the Harris County Map Records and Volume 215 Page 394 of the Galveston County Map Records in the J.E. Perry and E.M. Austin League, Abstract No. 55 Harris County, Texas and Abstract 20 Galveston County, Texas, Friendswood, Harris County, Texas

PH-2 – 34.3288 acres (9.5455 acres, 15.0371 acres and 9.742 acres) as described below:

9.5455 acre tract of land being out of and a part of Division A, Lot Sixty-Three (63) of Hoidale and Coffman Subdivision, of the Perry and Austin League, Abstract 55, in Friendswood Harris County, Texas, according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County and being that same tract of land conveyed to Freeman Holdings, LLC, as described in Deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863 and 20090356404, all of the Real Property Records of Harris County, Friendswood, Harris County, Texas

15.0371 acres

Tract 1 – A tract of land containing 16.592 acres, more or less, out of a called 19.4825 acre tract being Tracts B and C out of Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, part of which has thereof recorded under Film Code No. 646183 of the Map Records of Harris County, Texas, Restricted Reserve A of Final Plat of BSR Subdivision No. 1 –

5.540 acres, a Subdivision in Harris County, according to the map or plat thereof, recorded at Film Code No. 646183 of the Map Records of Harris County, Friendswood, Harris County, Texas

Tract 2 – A tract of land containing .0918 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C of Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, Harris County, Texas as recorded in Volume 3, Page 6 of the Harris County Map Records, Friendswood, Harris County, Texas

Tract 3 – A tract of land containing .1119 acres of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and part of Division B of Lot 63 of the Hoidale-Coffman Addition Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, .1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. RP-2019-182701, Friendswood, Harris County, Texas

Tracts 1-3 described above (16.7957 acres) save and except .5406 acres known as Reserve H and 1.2180 acres known as Reserve I of Partial Plat of Industry Park Friendswood, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 688395, of the Map of Plat Records of Harris County, Texas, make up the 15.0371 acres included in PH-2.

9.7462 acres known as Partial Plat of Industry Park Friendswood, a subdivision of 9.7462 acres out of Lot 63 Divisions “B” and “C” and Lot 64 Division “D”, of Hoidale-Coffman Addition Volume 3, Page 6 Harris County Map Records in the Perry and Austin League, Abstract 55, City of Friendswood, Harris County, Texas

PH-3 – 110.4782 acres as described below:

Being a 110.4782 acres tract of land located in the Perry and Austin league, Abstract 55, Harris County, Texas, being out of and a part of Lots 65 and 65 in the Hoidale-Coffman Addition recorded in volume 3 Page 6 of the Harris County Map Records and being know as the 120 acre trat described in the deed to W.P. Nelson Recorded in Volume 249 Page 203 of the Harris County Deed Records, Friendswood, Harris County, Texas

Request: Change the zoning from change from Industrial (I) and Community Shopping Center (CSC) to Planned Unit Development (PUD)

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

Zoning Ordinance

J. PUD, planned unit development, general purpose and description.

(1) General.

(a) *This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the planning and zoning commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.*

(b) *In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.*

(c) *The general purposes of all PUD districts are several-fold:*

- 1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;*
- 2. To accommodate innovation in development by modifying the city's land use and development regulations;*
- 3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;*
- 4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;*
- 5. To protect and enhance the aesthetic and visual qualities of development;*
- 6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;*
- 7. To promote economic development in accordance with the city's plans for such.*

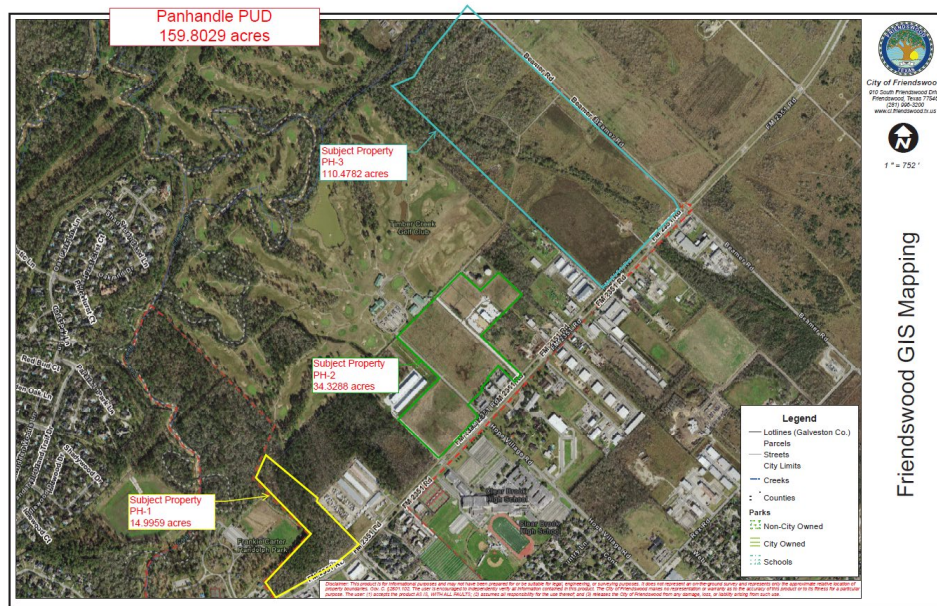
Conceptual Option – requires site plan approvals at the time of development

2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:

- (a) General land use and density plan;*
- (b) Identify proposed general uses, densities, major open spaces, circulation and access features;*
- (c) Statement indicating proposed phasing of development and the projected timing of each;*
- (d) Data describing all processes and activities involved with the proposed use;*
- (e) Regulation matrix designating what zoning district the development will follow;*
- (f) Data describing any variation from the typical development requirements.*

Existing Use/Site Attributes:

The proposed project envelops three major sections of land which all front FM 2351 or Beamer Road.

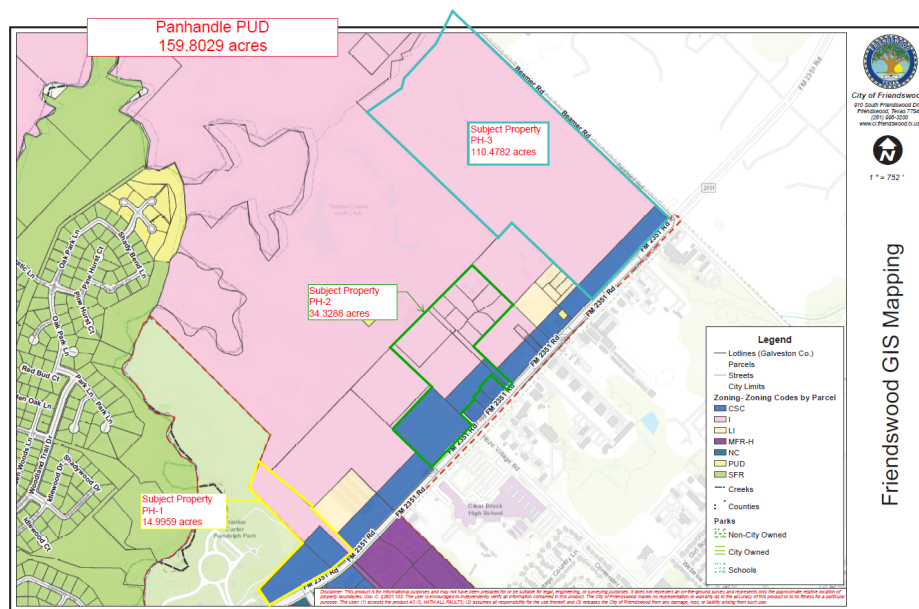


Zoning History:

The current zoning of the properties is Community Shopping Center (CSC) and Industrial (I).

Adjacent Zoning/Land Use:

The property is bordered by tracts that are zoned Community Shopping Center (CSC) and Industrial (I). Access to the development is from FM 2351 and Beamer Road.



Platting Analysis:

The subject property will be required to plat at the time of development. Platting can be accomplished in phases provided that each phase complies with both state law and City of Friendswood Ordinances. Plats will be reviewed by all applicable city departments and approved by the Planning and Zoning Commission.

Planning Analysis:

The current zoning allows for development under the Community Shopping Center (CSC) and Industrial (I) zoning districts. Per the Zoning Ordinance, any tract that falls within 300 feet of FM 2351 is subject to the Community Overlay District (COD) requirements.

Notice of the public hearings was published in the newspaper, three signs were posted on the properties (one on each phase) and 59 property owner notices were mailed to property owners within 200 feet of the subject properties.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property as “Special Interest Non-Residential with Industrial Emphasis.”

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

PH-3 is the section most impacted by flood zones being mostly encumbered by Floodway, Zone AE and 500 Year Floodplains. The developer must provide on-site detention. Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Harris County Flood Control District design criteria.

The developer has done some drainage work and studies over the years. In September 2019, he paid for an “Updated Northern Panhandle Regional Detention” utilizing the City of Friendswood Master Drainage Plan as a basis for the study. The City Council has not formally adopted this plan and it is therefore not required to be adhered to. Additionally, the plan identifies property not owned by the developer as areas for detention (Exhibit One and Exhibit Two), and the property identified as PH-1 in this PUD application is not included in the “Updated Northern Panhandle Regional Detention” study.

Utilities:

The developer will be required to extend water and sewer infrastructure to the development. Electricity and natural gas services would be provided by Centerpoint.

On page 3 of the PUD, the developer states that Exhibit A depicts the location of City trunk line water and sanitary sewer. Staff does not feel that Exhibit A clearly depicts this information. Additionally, the developer states that the distribution and capacity of these facilities are more than adequate to achieve maximum marketable values and uses with the Panhandle. Staff feels that this cannot be justified at this time. The City of Friendswood Utility Master Plan identifies a sanitary lift station needed on the other side of Turkey Creek in order for sanitary sewer services to be extended within PH-3.

Access:

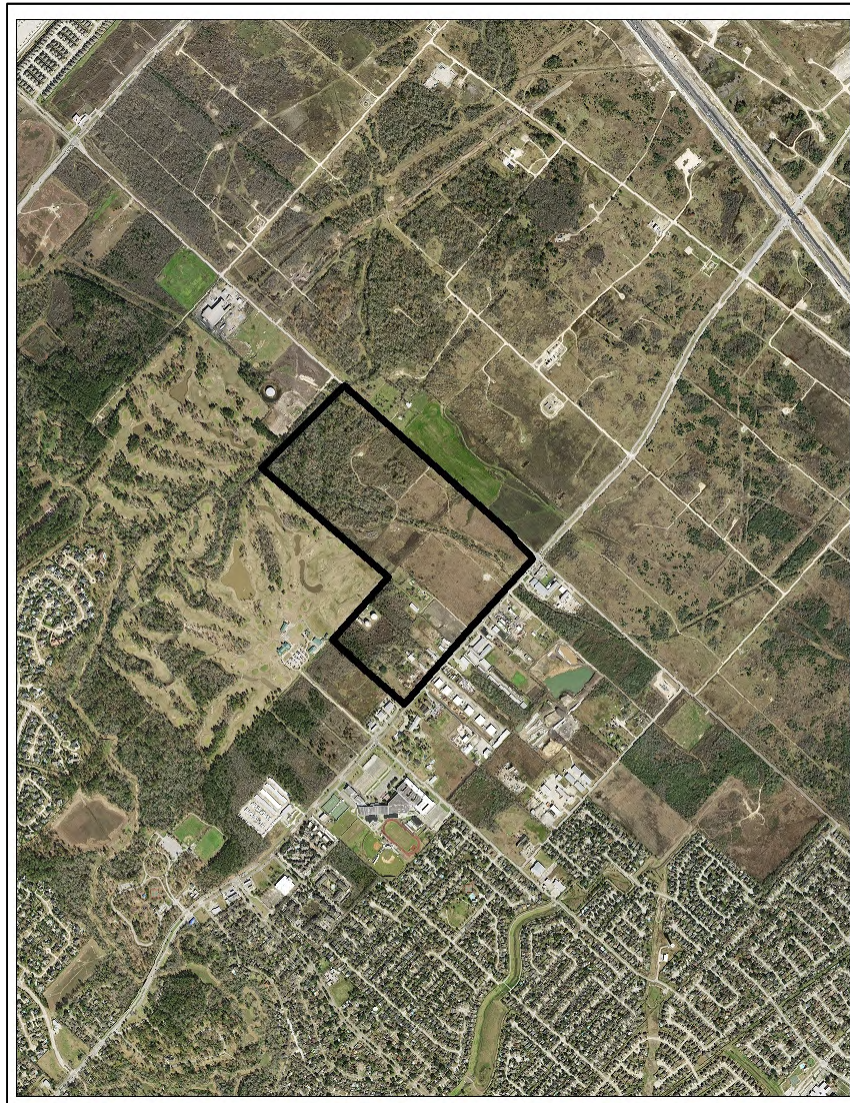
The properties currently have access to FM 2351 and Beamer Road. Development of the tracts will require platting and compliance with the Subdivision Ordinance requirements.

Park/Open Space:

Each residential unit, if allowed in PH-1, will be required to pay \$600 for Parkland Dedication.

CITY OF FRIENDSWOOD MASTER DRAINAGE PLAN

UPDATED NORTHERN PANHANDLE REGIONAL DETENTION



September 2019

CITY OF FRIENDSWOOD MASTER DRAINAGE PLAN

UPDATED NORTHERN PANHANDLE REGIONAL DETENTION



[Handwritten signature]
09/05/19

Prepared by



AL&B ENGINEERING SERVICES, LLC

TBPE F-13495
9119 Hwy 6, Suite 230 #233
Missouri City, TX 77459
Phone: 979-264-3510

1.1 Objective

In 2007, Costello, Inc., prepared the Phase II Master Drainage Plan for the City of Friendswood (the City). The master drainage plan included the studies of two regional detentions for future developments within the City – Northern Panhandle and Southern End. The Northern Panhandle area, approximately 350 acres, is located in the northern part of the City and mostly undeveloped. The plan included several regional detention locations to serve the Northern Panhandle area in its ultimate development condition. The required mitigation storage of Northern Panhandle Regional Detention was approximately 48 acre-feet (for Timber Creek Golf Club in addition to 227 acre-feet with a storage rate of 0.65 acre-feet per acre for 350 acres of the Northern Panhandle area. The total required mitigation storage is 275 acre-feet for Northern Panhandle area in ultimate development condition.

There have been developments in the Northern Panhandle area and its adjacent areas since 2007. Some developments constructed onsite detention ponds to mitigate the construction impacts while other developments have prepared drainage plans to add adjacent areas to the initial Northern Panhandle area.

This drainage report serves as an update to the Northern Panhandle Drainage Plan and provides the new drainage watershed map of Northern Panhandle area established as a result of existing and future development activities. The new drainage watershed map will be used for future developments which will be served by proposed Northern Panhandle Regional Detention Pond locations.

1.2 2007 Phase II Master Drainage Plan

The Northern Panhandle area is located within the Clear Creek Watershed. It is bounded by Dixie Farm Road on the west, Beamer Road on the north, FM 2351 on the east, and Timber Creek Golf Club on the south. About one third of Northern Panhandle area is located within the Floodway and AE Zone per FEMA Panel 48201C107L, dated June 18, 2007.

The Northern Panhandle area is designated for commercial development. To mitigate the impacts of floodplain fills and increased impervious areas, four regional detention ponds are planned. Locations of four Service Areas – A, B, C, and D - with their regional detention ponds and volume calculations are shown on **Exhibit One**.

1.3 Updated Phase II Master Drainage Plan

Based on recent drainage plans, three Service Areas B, C, and D are modified. There is no change for Service Area C.

1.3.1. Service Area A

Per 2007 Master Drainage Plan, the Service Area A including Regional Detention was approximately 56 acres. Per topographic data and development plans, the Timber Creek Golf Club with a drainage area of 316 acres and approximately 26 acres from Service Area D are added to Service Area A. The updated Service Area A is approximately 398 acres (56+316+26).

In 2000, the City and Harris County Flood Control District approved the drainage study for Timber Creek Golf Club prepared by Coastal Bend Property Development, LLC. In 2006, the City approved the as-built survey calculations determining the 27 hole golf course was providing a total of 66.63 acre-feet of storage for required storage of 48 acre-feet resulting an excess of 18 acre-feet for regional detention capacity. In 2015, the City and Harris County Flood Control District approved the drainage study for Beamer Warehouse and Yard project in Service Area A to use 4.32 acre-feet from Timber Creek Golf Club regional detention (18 acre-feet) for the development mitigation storage. In 2018, the Industry Park Friendswood project located in Service Area B was allowed to use 4.39 acre-feet from Timber Creek Golf Club regional detention for the development mitigation storage until the regional detention pond for Service Area B is constructed.

Approximately 17 acre-feet is required to mitigate floodplain fills and 53 acre-feet to mitigate the future commercial development with a storage rate of 0.65 acre-feet per acre for 82 acre development (56 + 26). The total required mitigation storage for Service Area A development is 118 acre-feet (48+53+17).

1.3.2. Service Area B

Per 2007 Master Drainage Plan, the Service Area B including Regional Detention was about 147 acres. Per recent drainage plan, storm water of about 19 acre tract at the southwest corner was or will be designed to release to FM 2351. The updated drainage area of Service Area B is about 128 acres. A large western portion of Service Area B is located on floodplain Zone AE. Approximately 59 acre-feet is required to mitigate floodplain fills and 82 acre-feet to mitigate the commercial developments with a storage rate of 0.65 acre-feet per acre. The estimated required mitigation storage for future developments at Service Area B is about 141 acre-feet.

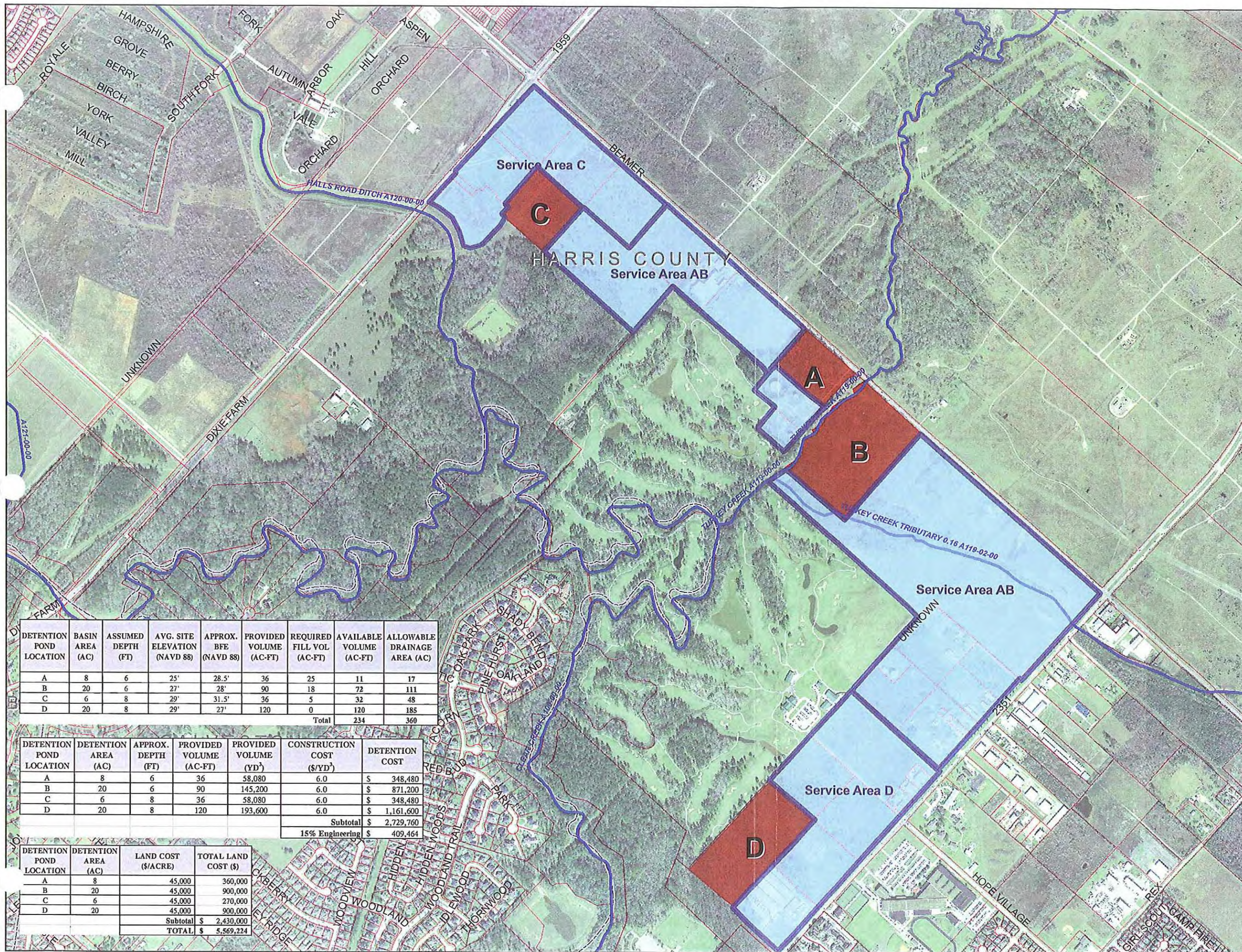
1.3.3. Service Area C

Per 2007 Master Drainage Plan, the Service Area C including Regional Detention was about 43 acres. A portion of Service Area C is located within effective floodplain. Approximately 5 acre-feet is required to mitigate floodplain fills and 28 acre-feet to mitigate the commercial developments with a storage rate of 0.65 acre-feet per acre. The estimated required mitigation storage for future developments at Service Area C is about 32 acre-feet.

1.3.4. Service Area D

Per 2007 Master Drainage Plan, the Service Area D including Regional Detention was about 79 acres. Per recent drainage plan, approximately 26 acres owned by Coastal Bend Property Development, LP, within Service Area D, are planned to outfall to Timber Creek Golf Club. In addition, storm water of about 13 acres within the planned service area was designed to release to FM 2351. The updated drainage area of Service Area D is about 40 acres. The estimated required mitigation storage for future developments at Service Area D is about 26 acre-feet with a storage rate of 0.65 acre-feet per acre.

Exhibit Two shows the updated Service Areas for the Northern Panhandle Area in the City of Friendswood.



Legend

-  Streams
-  Parcels
-  County Boundary
-  Detention Location
-  Proposed Service Areas

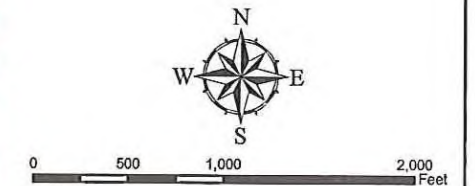


EXHIBIT ONE

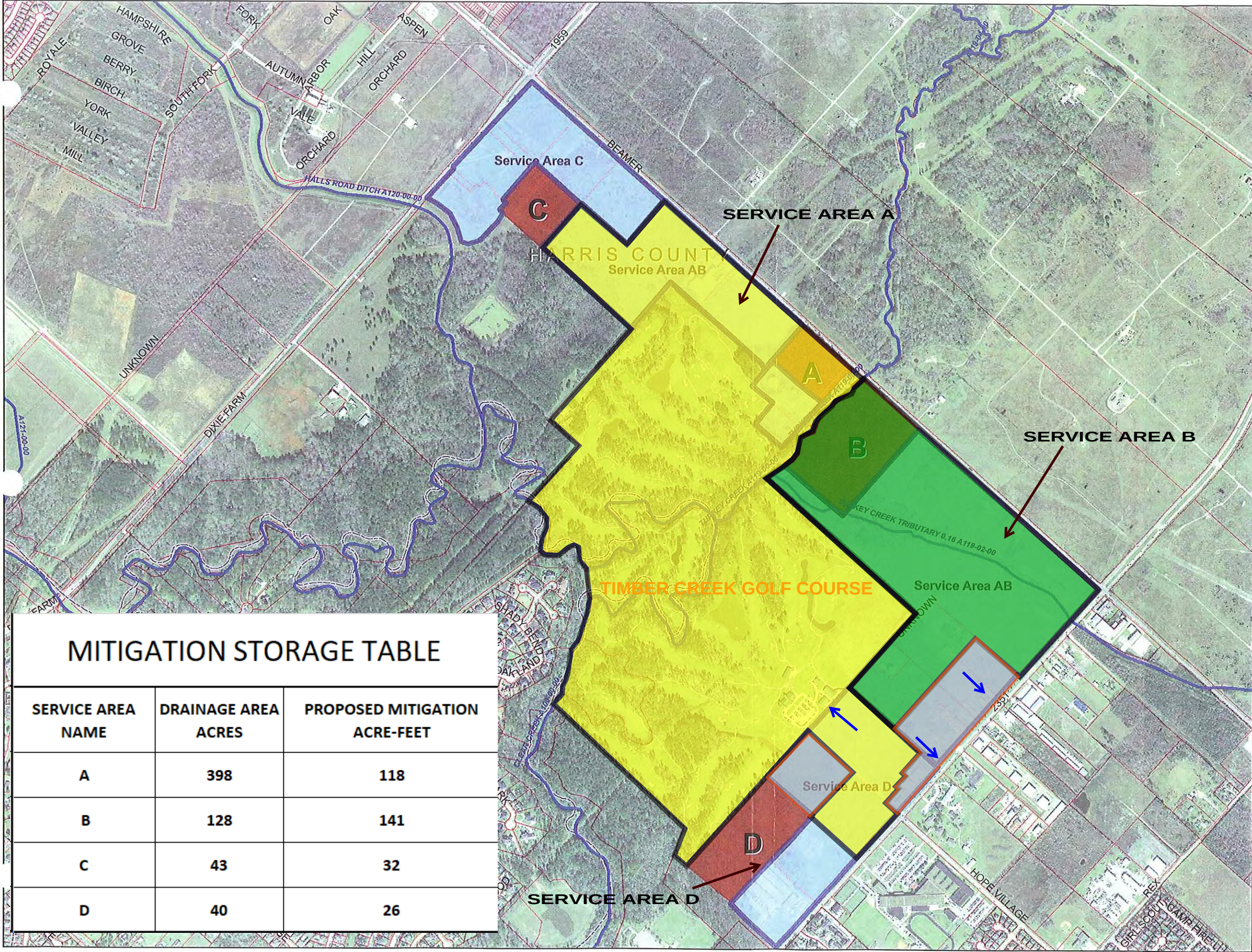
UPDATED SERVICE AERAS
NORTHERN PANHANDLE

NOTE: FLOODPLAIN DATA REPRESENTS EFFECTIVE FLOODPLAIN PER CITY OF FRIENDSWOOD, TEXAS GIS MAPPING.

CITY OF FRIENDSWOOD
MASTER DRAINAGE PLAN
PHASE II

NORTHERN PANHANDLE REGIONAL DETENTION DETENTION LOCATIONS

01/15/07	2006129-000	EXHIBIT V-4
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- Legend**
- Streams
 - Parcels
 - County Boundary
 - Detention Location
 - Proposed Service Areas

- New Area "A"
- New Area "B"
- Areas Draining to FM 2351

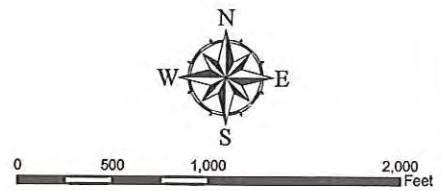


EXHIBIT TWO
UPDATED SERVICE AREAS
NORTHERN PANHANDLE

MITIGATION STORAGE TABLE

SERVICE AREA NAME	DRAINAGE AREA ACRES	PROPOSED MITIGATION ACRE-FEET
A	398	118
B	128	141
C	43	32
D	40	26

AL&B ENGINEERING SERVICES, LLC

TBPE FIRM NO. 13495
 9119 HWY 6, SUITE 230 #233
 MISSOURI CITY, TX 77459

V. Northern Panhandle Regional Detention

Study Area

The area referred to as the Northern Panhandle is located in the extreme northern limits of the City. It is bounded by Dixie Farm Road on the west, Beamer Road on the north, F.M. 2351 on the east, and Timber Creek Golf Course on the south. The area to be considered in this master plan is approximately 350 acres. The study area is primarily undeveloped with approximately 24-acres of commercial development along F.M. 2351 and 6 acres of industrial site development along Beamer Road. **Exhibit V-1** depicts the study area and surrounding property and relevant drainage features.

Elevations referenced in this section are based on LiDAR data obtained from the Harris County Flood Control District (HCFCD) and are referenced to the North American Vertical Datum 1988, 2001 Adjustment.

Existing Drainage

The Northern Panhandle study area is located within the Clear Creek Watershed (HCFCD Unit No. A100-00-00). Drainage area delineations were obtained from the Harris County Tropical Storm Allison Recovery Project (TSARP) study, as shown on **Exhibit V-2**. Natural ground elevations within the study area range from 36 to 28 feet. Approximately 82 acres drain to Halls Road Ditch (HCFCD Unit No. A120-00-00), 56 acres to Turkey Creek (HCFCD Unit No. A119-02-00), 119 acres to Turkey Creek Tributary 0.16 (HCFCD Unit No. A119-02-00), with the remaining 92 acres draining directly into Clear Creek. The study area drains by sheet flow into the various channels, with the existing development along F.M. 2351 draining into the roadway by sheet flow and interior storm sewer systems.

Planning and design of an expansion project on Beamer Road is currently underway by Harris County and TXDOT. This expansion project includes drainage and detention improvements which will be considered as base conditions as designed by Lockwood, Andrews, & Newman, Inc. (CSJ #912-71-894, 2005).

Existing Floodplain and Floodway

The recently released revised Flood Insurance Rate Maps and the associated floodplain elevations and floodway delineations were obtained from the HCFCD and are used as the base conditions for this study. The Base Flood Elevations (BFE) range from approximately 26.4 to 30.7 feet, as shown on **Exhibit V-3**. Based on these elevations, approximately 35 acres of the Northern Panhandle lie within the floodway and an additional 90 acres lie within the 1% annual probability recurrence event (100-year) floodplain.

The areas within the 100-year floodplain will require fill to be placed in order to accommodate development. This fill will require mitigating detention to offset the volume of

floodplain storage displaced by the fill. In addition, detention will be required to mitigate the effects of proposed development on the downstream flooding potential along the tributaries and Clear Creek.

The portion of the study area within the floodway, as shown on **Exhibit V-3**, is currently being re-studied by the City, to determine if a re-alignment of the floodway is feasible. Preliminary results of this re-study indicate that a portion of the study area may be recovered from the floodway. Based on these preliminary results, this acreage will be included in the computations for ultimate detention requirements.

Peak Flow Calculations

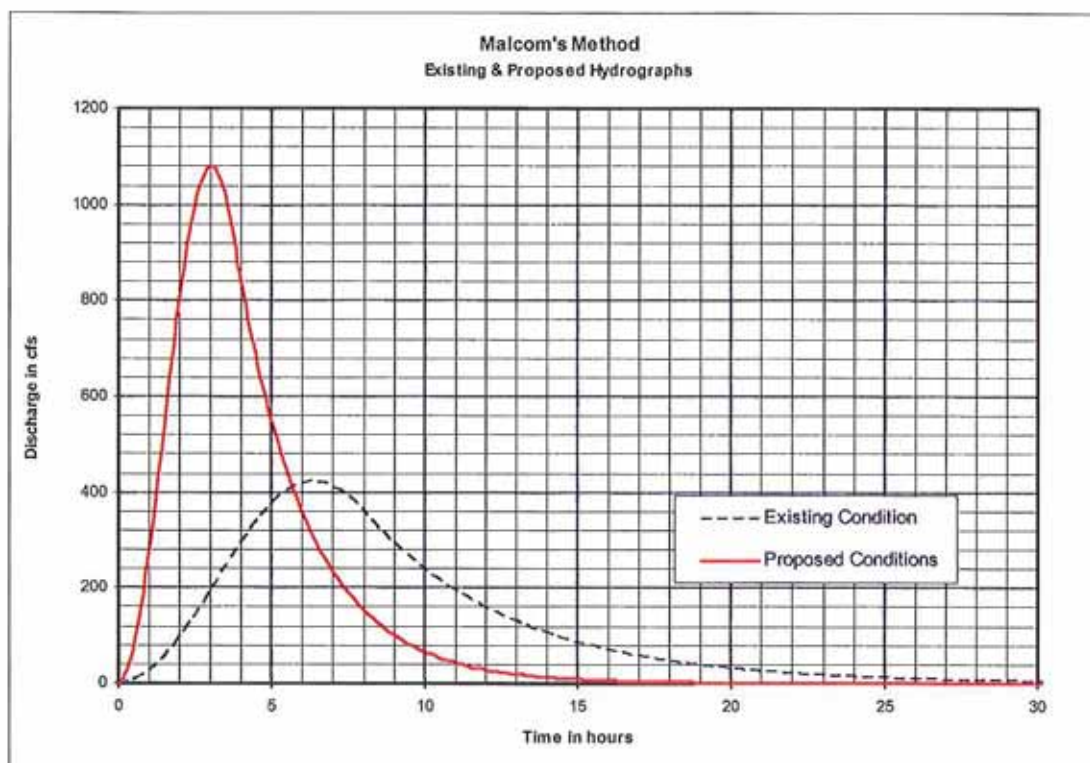
The Malcom's Method for hydrograph development was utilized to determine the detention volume required for ultimate development. This methodology utilizes a dimensionless hydrograph to obtain a design hydrograph which peaks at the design flow rate and which contains a runoff volume consistent with the design rainfall for Harris County. Existing and Ultimate development conditions flow rates were determined using the parameters shown in **Table V-1**.

Table V-1 – Malcom's Hydrograph Parameters

Northern Panhandle Study Area		
Description	Existing	Ultimate Development
Drainage Area (ac.)	350	350
Impervious Cover (%)	0	85
Peak Flow Rate (cfs)	422	1080

Utilizing these parameters, an existing conditions hydrograph and a proposed conditions hydrograph were determined as illustrated in **Figure V-1**. The area under each curve represents the runoff volume. The estimated required detention volume is calculated by subtracting the proposed conditions runoff volume from the existing conditions runoff volume. Utilizing the Malcom's Method an estimated 0.60 acre-feet per acre of volume, approximately 210 acre-feet, would be required for ultimate development of the Northern Panhandle. For the purpose of this analysis, a rounded rate of 0.65 acre-feet per acre of volume will be utilized.

Figure V-1 – Malcom's Hydrographs



Proposed Improvements

Utilizing the current City of Friendswood zoning plan, it is determined that the Northern Panhandle is designated for commercial development. In addition, the amount of floodplain fill required on each tract to raise it above the BFE will be added to this estimated detention. At the time of development, a detailed analysis of each phase of development will be required to determine the appropriate amount of detention for each tract. In addition to the estimated 48 acre-feet of floodplain mitigation fill required, based on the detention rate of 0.65 acre-feet per acre, it is estimated that 227 acre-feet of detention volume will be needed for the entire 350-acre Northern Panhandle Study Area.

Alternatives for providing detention to this area include onsite detention within each tract as it develops or regional detention to be provided in selected areas. Onsite detention is designed to reduce peak runoff rates from new development to existing levels, therefore allowing development of individual tracts without the need for possible downstream improvements along the receiving channels. In addition, onsite ponds allow individual tracts to develop independently of other land acquisition considerations. However, onsite detention typically requires a larger net loss of developable property compared to regional systems. Regional or shared detention facilities are designed to provide mitigating detention for all tracts, with some possible offsite development costs associated with conveying the developed runoff to the regional pond. The net acreage used for regional facilities is typically smaller than onsite systems; however the acquisition of offsite property for constructing regional

facilities could be a significant factor in planning the development of individual tracts. For the purpose of this preliminary study, the analysis of a regional plan is discussed.

As shown on **Exhibit V-4**, four regional detention sites have been chosen for this analysis. These regional detention sites include expanding the two proposed Beamer Road detention basins along Turkey Creek, a pond near Dixie Farm Road which would outfall into Hall Road Ditch and a pond in the southern end of the Northern Panhandle area which would outfall into Clear Creek through a proposed offsite outfall channel. Detention pond areas and volumes are calculated assuming 30-foot perimeter maintenance berms and 3:1 (H:V) side slopes. For the purpose of this preliminary study, detention pond depths are estimated and have not been field verified to determine any potential utility conflicts (e.g. pipelines). **Table V-2** is a summary of the detention pond volume calculations.

Table V-2 - Detention Pond Volume Calculations

DETENTION POND LOCATION	BASIN AREA (AC)	ASSUMED DEPTH (FT)	AVG. SITE ELEVATION (NAVD 88)	APPROX. BFE (NAVD 88)	PROVIDED VOLUME (AC-FT)	REQUIRED FILL VOL (AC-FT)	AVAILABLE VOLUME (AC- FT)	ALLOWABLE DRAINAGE AREA (AC)
A	8	6	25'	28.5'	36	25	11	17
B	20	6	27'	28'	90	18	72	111
C	6	8	29'	31.5'	36	5	32	48
D	20	8	29'	27'	120	0	120	185
Total							234	360

Detention pond Locations A and B (28-acres) are located south of Beamer Road at the Turkey Creek crossing. Approximately 126 acre-feet of volume can be provided at this location, but a large portion of this site lies within the floodplain. Based on the newly released floodplain information, approximately 103 acres draining to Turkey Creek lie within the effective floodplain. Approximately 43 acre-feet of volume will be required for floodplain mitigation, which leaves 83 acre-feet of volume available to be utilized as mitigation of developed condition flows for the 128 acres of service area. Combined usage of Locations A and B will provide detention volume for ultimate development of approximately 128 acres of the Northern Panhandle.

Location C is a portion of a 19-acre parcel located southeast of the Dixie Farm Road and Beamer Road intersection. Based on the newly released floodplain information, approximately 22 acres draining to Halls Road Ditch lie within the effective floodplain. Approximately 5 acre-feet of volume will be required for floodplain mitigation, which leaves 32 acre-feet of volume available to be utilized as mitigation of developed condition flows for 48 acres of service area. Location C will provide for ultimate development of 48 acres of the east portion of the Northern Panhandle.

Location D is a portion of a 29.5-acre parcel located along FM 2351. Base on newly released floodplain information, approximately 0 acres draining to Clear Creek lie within the

floodplain. It is assumed that approximately 9.5 acres of frontage will be allocated for development. Location D will provide for ultimate development of approximately 185 acres of the Northern Panhandle. An easement and outfall structure will be required to convey the detained flows to Clear Creek.

A combined total of approximately 234 acre-feet of volume can be provided for regional detention, which will allow for ultimate development within the Northern Panhandle study area.

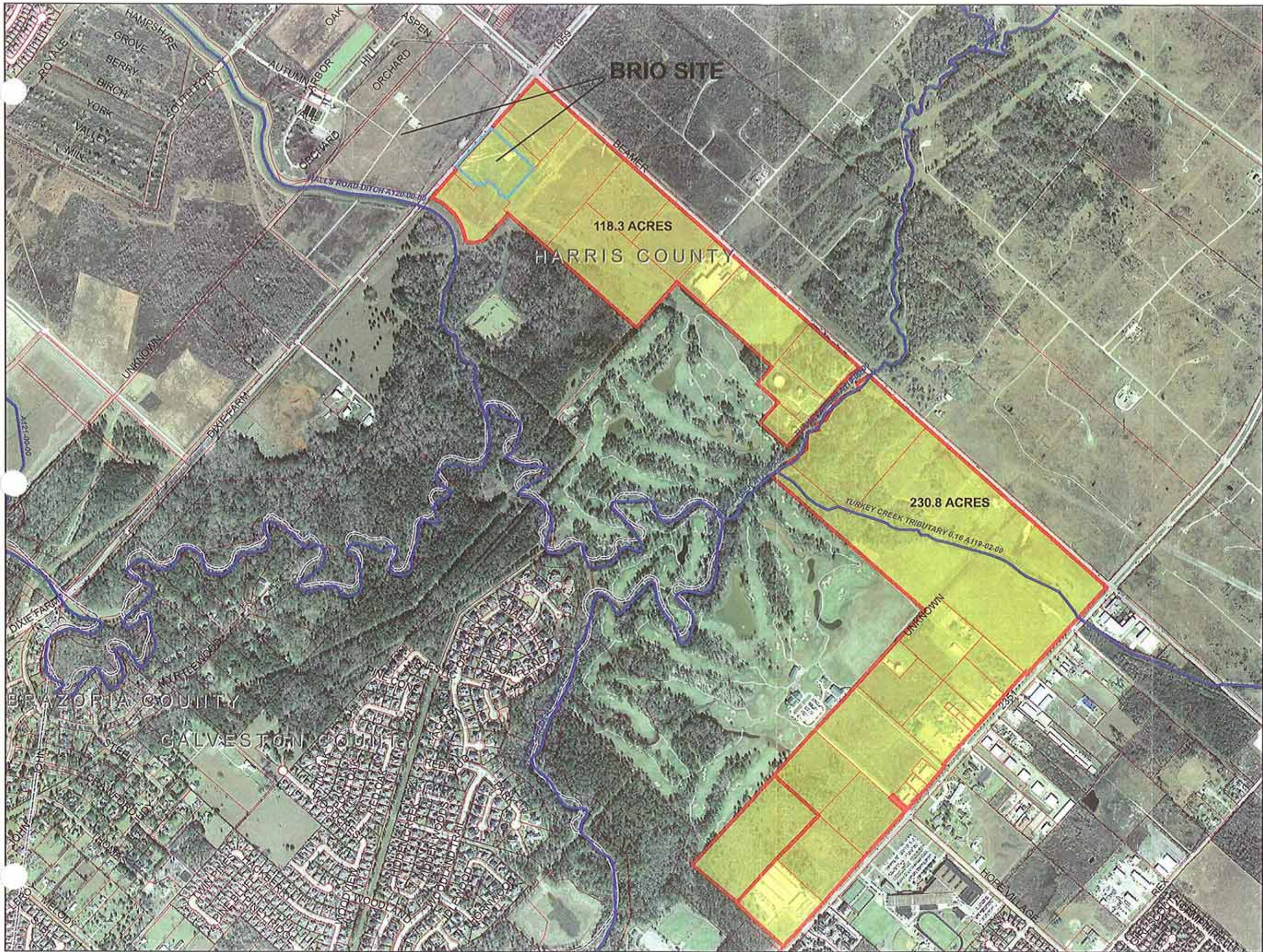
Estimated Construction Costs

The estimated construction costs for the regional detention alternative described above includes construction of the detention facilities and estimated land acquisition costs. Construction costs are based on a unit price of \$6.00 per cubic yard of excavation. This unit price includes hauling, grading, outfall structures and other appurtenant items. **Table V-3** summarizes the approximate cost for each location. It should be noted that the cost included for regional detention is a construction cost estimate suitable for overall planning purposes only.

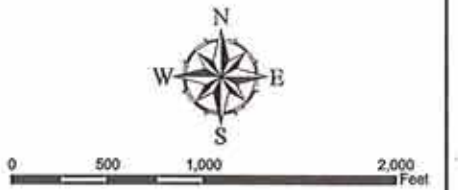
Table V-3 – Detention Pond Construction Cost

DETENTION POND LOCATION	DETENTION AREA (AC)	APPROX. DEPTH (FT)	PROVIDED VOLUME (AC-FT)	PROVIDED VOLUME (YD ³)	CONSTRUCTION COST (\$/YD ³)	DETENTION COST
A	8	6	36	58,080	6.0	\$ 348,480
B	20	6	90	145,200	6.0	\$ 871,200
C	6	8	36	58,080	6.0	\$ 348,480
D	20	8	120	193,600	6.0	\$ 1,161,600
Subtotal						\$ 2,729,760
15% Engineering						\$ 409,464

DETENTION POND LOCATION	DETENTION AREA (AC)	LAND COST (\$/ACRE)	TOTAL LAND COST (\$)
A	8	45,000	360,000
B	20	45,000	900,000
C	6	45,000	270,000
D	20	45,000	900,000
Subtotal			\$ 2,430,000
TOTAL			\$ 5,569,224



- Legend**
- Streams
 - Parcels
 - County Boundary
 - Project Boundary

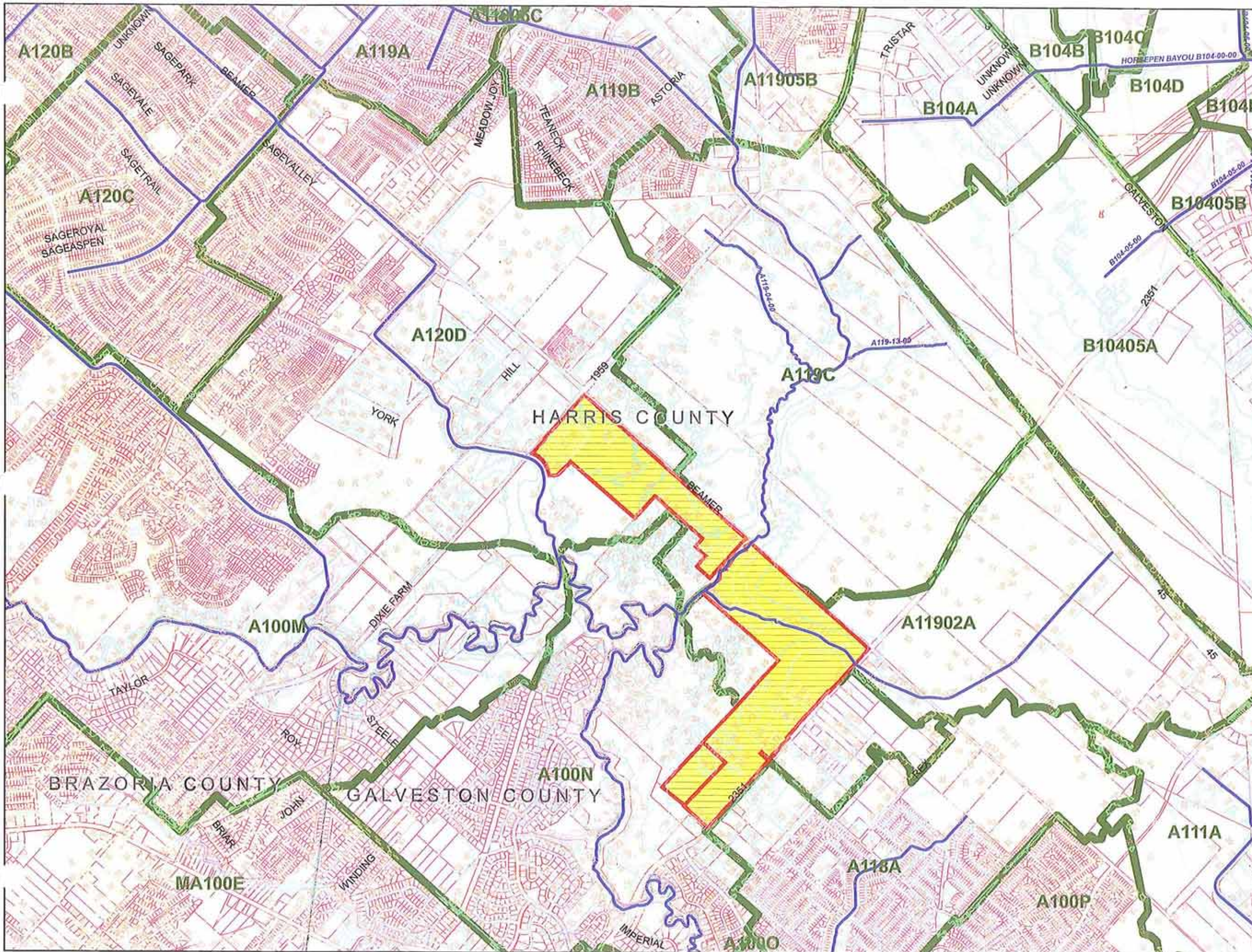


NOTE: FLOODPLAIN DATA REPRESENTS EFFECTIVE FLOODPLAIN PER CITY OF FRIENDSWOOD, TEXAS GIS MAPPING.

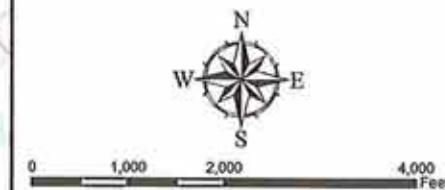


CITY OF FRIENDSWOOD
MASTER DRAINAGE PLAN
PHASE II

NORTHERN PANHANDLE
REGIONAL DETENTION
SITE LAYOUT



- Legend**
- Streams
 - Parcels
 - County Boundary
 - TSARP Subwatersheds
 - Project Boundary



NOTE: FLOODPLAIN DATA REPRESENTS EFFECTIVE FLOODPLAIN PER CITY OF FRIENDSWOOD, TEXAS GIS MAPPING.

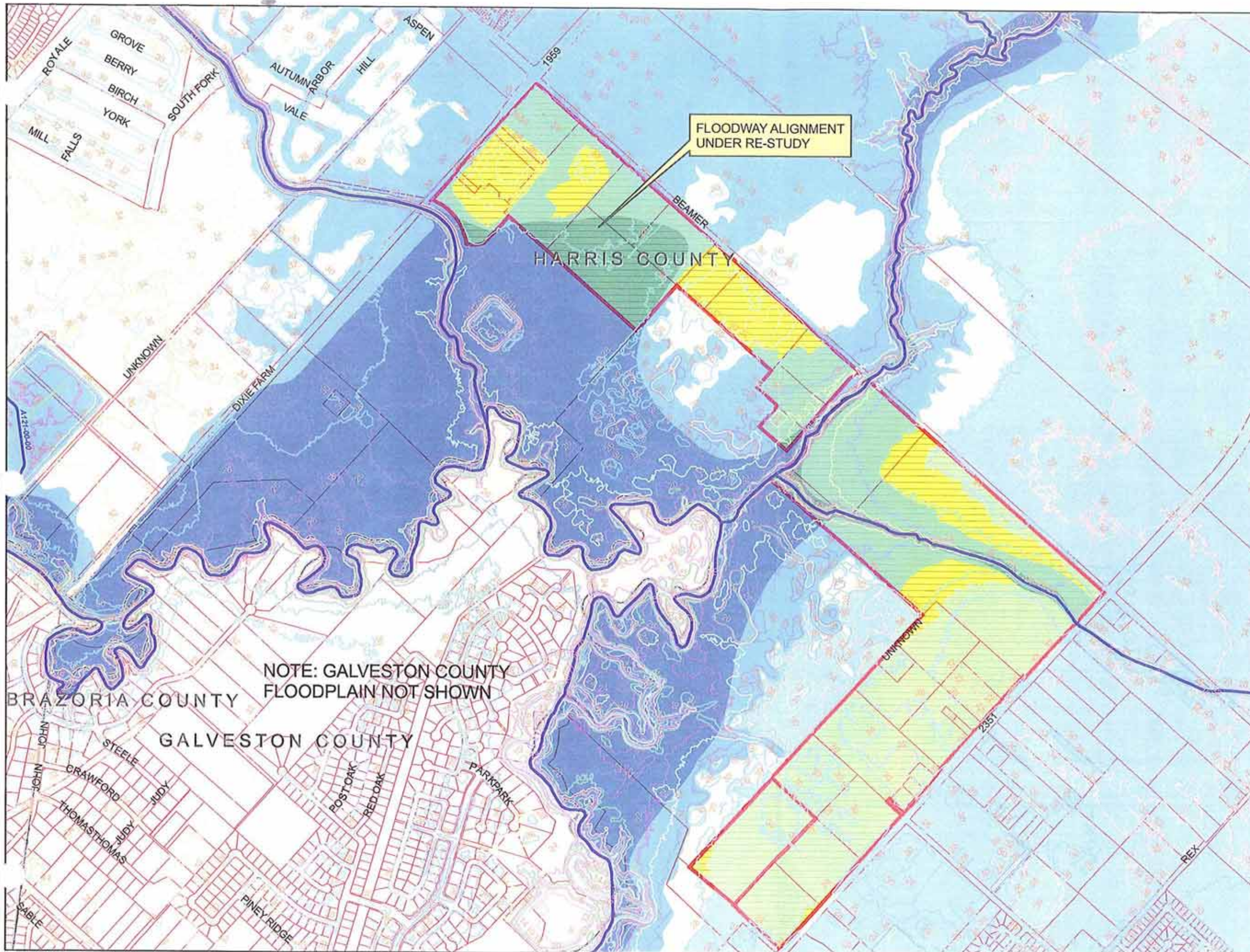


Costello, Inc.
Engineering and Surveying

CITY OF FRIENDSWOOD
MASTER DRAINAGE PLAN
PHASE II

NORTHERN PANHANDLE
REGIONAL DETENTION
WATERSHED MAP

01/15/07 | 2006129-000 | EXHIBIT V-2



Legend

- Streams
- Parcels
- County Boundary
- Floodway
- TSARP 100 Year Floodplain
- TSARP 500 Year Floodplain



0 500 1,000 2,000 Feet

NOTE: FLOODPLAIN DATA REPRESENTS EFFECTIVE FLOODPLAIN PER CITY OF FRIENDSWOOD, TEXAS GIS MAPPING.

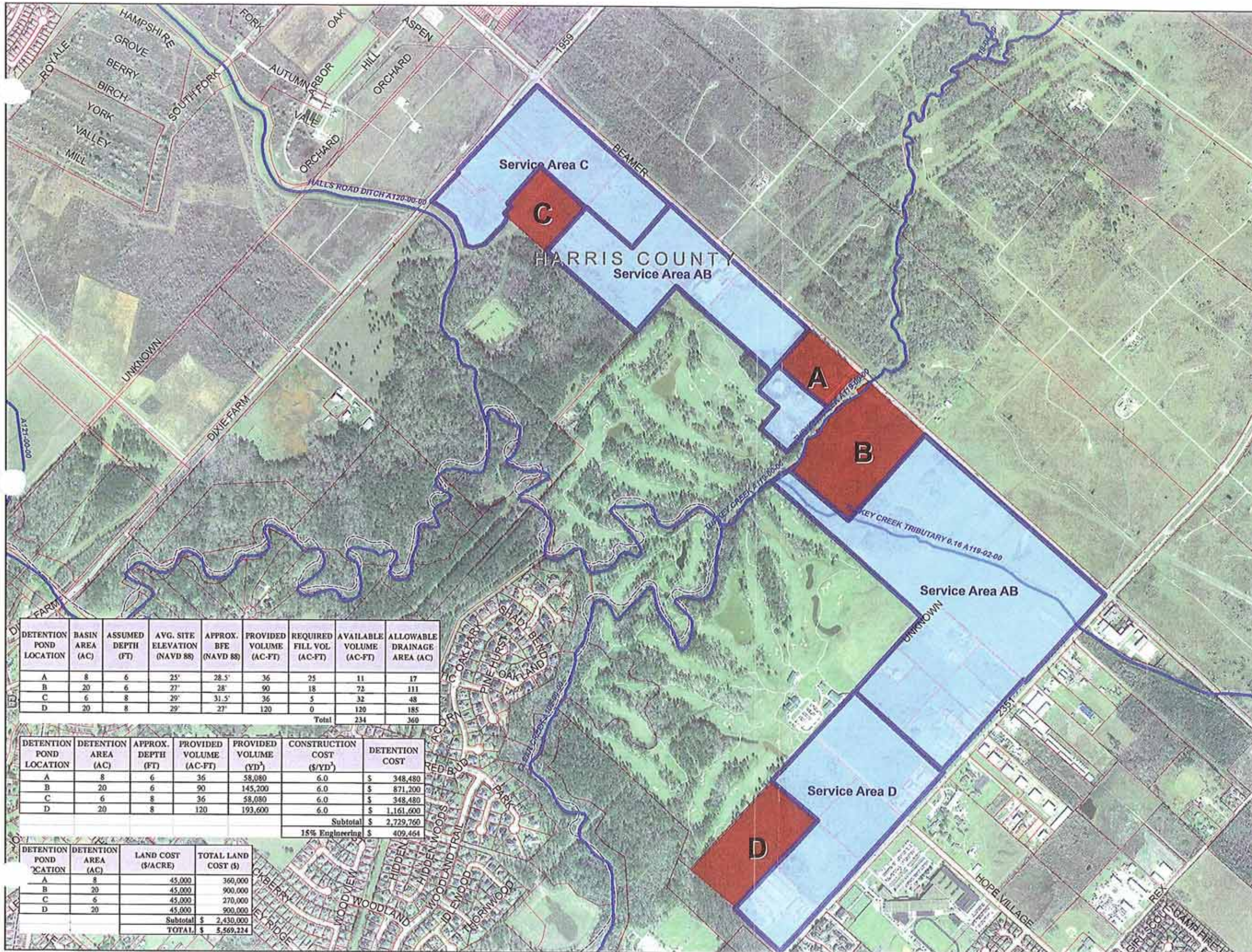


Costello, Inc.
Engineering and Surveying

CITY OF FRIENDSWOOD
MASTER DRAINAGE PLAN
PHASE II

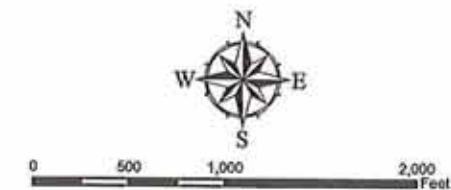
NORTHERN PANHANDLE
REGIONAL DETENTION
FLOODPLAIN MAP

01/15/07 2006129-000 EXHIBIT V-3



Legend

- Streams
- Parcels
- County Boundary
- Detention Location
- Proposed Service Areas



NOTE: FLOODPLAIN DATA REPRESENTS EFFECTIVE FLOODPLAIN PER CITY OF FRIENDSWOOD, TEXAS GIS MAPPING.



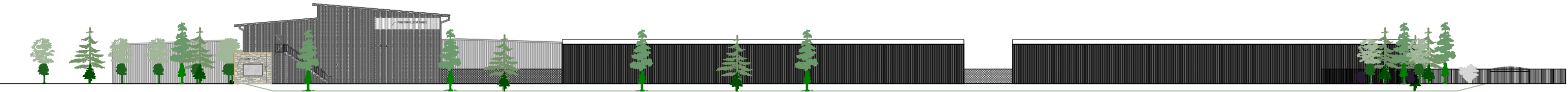
CITY OF FRIENDSWOOD
MASTER DRAINAGE PLAN
PHASE II

**NORTHERN PANHANDLE
REGIONAL DETENTION
DETENTION LOCATIONS**

DETENTION POND LOCATION	BASIN AREA (AC)	ASSUMED DEPTH (FT)	AVG. SITE ELEVATION (NAVD 88)	APPROX. BFE (NAVD 88)	PROVIDED VOLUME (AC-FT)	REQUIRED FILL VOL (AC-FT)	AVAILABLE VOLUME (AC-FT)	ALLOWABLE DRAINAGE AREA (AC)
A	8	6	25'	28.5'	36	25	11	17
B	20	6	27'	28'	90	18	72	111
C	6	8	29'	31.5'	36	5	32	48
D	20	8	29'	27'	120	0	120	185
Total							234	360

DETENTION POND LOCATION	DETENTION AREA (AC)	APPROX. DEPTH (FT)	PROVIDED VOLUME (AC-FT)	PROVIDED VOLUME (YD ³)	CONSTRUCTION COST (\$/YD ³)	DETENTION COST
A	8	6	36	58,080	6.0	\$ 348,480
B	20	6	90	145,200	6.0	\$ 871,200
C	6	8	36	58,080	6.0	\$ 348,480
D	20	8	120	193,600	6.0	\$ 1,161,600
Subtotal						\$ 2,729,760
15% Engineering						\$ 409,464

DETENTION POND LOCATION	DETENTION AREA (AC)	LAND COST (\$/ACRE)	TOTAL LAND COST (\$)
A	8	45,000	360,000
B	20	45,000	900,000
C	6	45,000	270,000
D	20	45,000	900,000
Subtotal			\$ 2,430,000
TOTAL			\$ 5,569,224

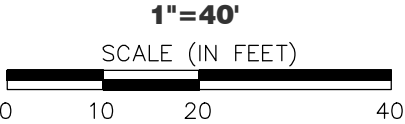


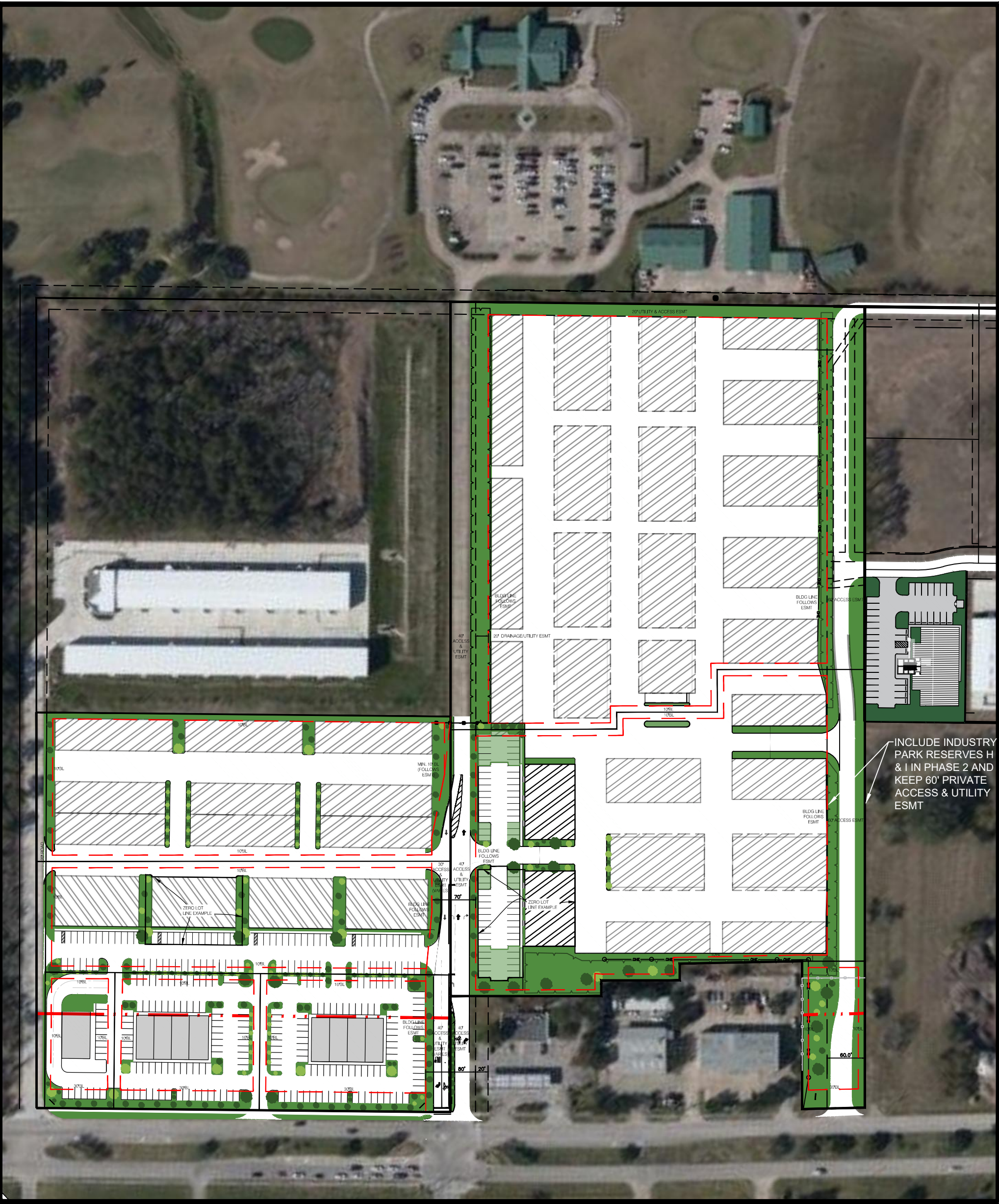
PROPOSED SCREENING



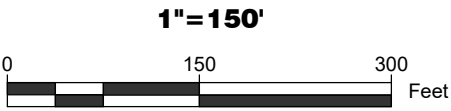
EXISTING FM 2351 FRONTAGE

**PANHANDLE PUD
SCREENING PROPOSAL**





**PANHANDLE PUD
SAMPLE SETBACK EXHIBIT**



Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner

Date: March 30, 2021

Re: An AMENDED request for a zone classification change located along FM 2351 consisting of 34.3288 acres to change from Community Shopping Center (CSC) and Industrial (I) to Planned Unit Development (PUD), the 34.3288 acres consisting of three tracts (9.5455 acres, 15.0371 acres and 9.742 acres) as more fully described in the backup materials.

(Original Request was to change zoning of 159.8029 acres to change from Community Shopping Center (CSC) and Industrial (I) to Planned Unit Development (PUD), the 159.8029 acres being described fully in three phases as follows: PH-1 – 14.9959 acres (5.414 acres and 9.5819 acres); PH-2 – 34.3288 acres (9.5455 acres, 15.0371 acres and 9.742 acres); and PH-3 – 110.4782 acres)

At the Planning and Zoning Commission meeting held March 25, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 2-5 (Commissioners Matranga, Clark, Sasson, Hinkley and Perry opposed; Lundquist and Mann were in favor) on a motion to approve the requested zone change, which is a failed motion. The Commission is forwarding a negative recommendation to City Council.

The original Planned Unit Development (PUD) request from the applicant was for approximately 159 acres comprised of sections PH-1, PH2 and PH-3. Overall, the original application lacked sufficient details for the future development of the property and requested the reductions and modifications of a significant number of zoning ordinances and permitted uses. Some of the Commission's key concerns were that sections PH-1 and PH-3 did not include any proposed site plans or buildings, the application requested the ability to allow any uses that the City allows in

Agricultural (A), Community Shopping Center (CSC), Light Industrial (LI) or Industrial (I)), it included numerous amended parking requirements, increased building height of 100 feet throughout the entire PUD, reduced screening and landscaping requirements, reduced building setbacks and a reduced Community Overlay District from 300 feet to 150 feet.

After receiving unanimous input from the Commissioners (2 Commissioners were absent) that the PUD did not include adequate information for the future development of all of the tracts and seemed to only remove or reduce City requirements, the applicant opted to reduce the acreage of the request to approximately 34 acres, which consists of PH-2 in the original application, and reduce the number of amendments to City ordinances. PH-2 is currently zoned as either Community Shopping Center (primarily near FM 2351) or Industrial. The revised PUD still reduces the Community Overlay District (COD) to 150 feet from 300 feet, reduces setbacks, reduces landscaping and screening requirements, adds two parking categories to clarify parking for the development, and redefines uses that would be allowed within the PUD.

The revised PUD was submitted to the Commission and discussed on Thursday, March 25th.

Although the revised PUD only included PH-2 and did include more development details such as a site plan and building elevations, and the applicant had reduced the number of ordinance and permitted use revisions, the majority of the Commission concluded that current City ordinances and processes would allow the property to be reasonably developed as the applicant wanted without a PUD.

The primary concerns with granting the PUD were that this development (i) did not sufficiently meet the general purposes of a PUD, (ii) the large number of exception and changes to the zoning ordinances could lead to unintended and undesirable consequences in the development, (iii) the possible negative impacts to neighboring land owners and (iv) eliminating or changing so many zoning ordinances that have been developed over many years using national standards, studies and experience. Finally, upon discussing the PUD with the applicant's representative during the Commission's meeting, it reasonably appeared that the applicant's development needs for PH-2 could be addressed without a PUD.

Those in favor of the PUD appreciated the blend of the commercial and industrial uses being planned and the complexity of developing a large industrial site on land historically used for oil production on the outskirts of Friendswood. This panhandle property (PH) although within Friendswood's city limits is uniquely situated by being surrounded on three sides by either the City of Houston or Unincorporated Harris County. There was some merit found in the applicant's desire to have this uniquely located and purposed property treated uniquely to foster easier development.

A majority of the Friendswood Planning & Zoning Commission does not recommend the approval of this Planned Unit Development request.

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: April 5, 2021

Date submitted: 02/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report from Keep Friendswood Beautiful.

Originating Department: Parks and Recreation

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. KFB Annual report

KEEP FRIENDSWOOD BEAUTIFUL

ANNUAL REPORT TO COUNCIL



Keep Friendswood Beautiful's Mission and purpose not only provide beautiful aesthetics to Friendswood, but promote sustainability and good stewardship for our environment and community. With our ever increasingly digital world our work in parks, community events, educational workshops, and green initiatives reach all ages encourage unplugging, getting outside, and connecting with nature and each other.

The need for KFB initiatives was never more evident than 2020. When the world was shut down around us, kids playing outside, community gardens, and parks went on. Not only did they not shut down, they thrived!

Children connecting with nature and each other to foster a shared sense of responsibility for parks, community, and the environment was a major KFB goal during 2020. It was successfully accomplished in spite of the pandemic through teamwork, quick- adjustments, and a little bit of fairy dust.

Natasha McAdoo

Keep Friendswood Beautiful Board Chair



VOLUNTEERS

KFB's impact would not be possible without the volunteers and Board Members. The KFB Board is not only hands on, but they are leaders and experts in KFB's mission areas to keep our entire board and community up to date and informed. They do this by monthly updates in education and environmental initiatives locally and globally. KFB Board members include a: Recycling Industry Leader, Master Gardener, Master Naturalist, Artist, Certified Arborist, Landscape Architect, Professional High School and College Educators, local business owners, a Utility Director, an Attorney, a Realtor, Consultants, Fireman, and Artists. In addition, the KFB Board Members stay informed with continued education by attending KTB Webinars, training events, and conferences.

In spite of the shut down the volunteers never stopped serving the Pollinator Garden, participating in clean ups, decorating Fairy Homes, attending meetings via Zoom, and creating new forms of education to deliver to the community!



BEAUTIFICATION

In 2020 the KFB Pollinator Garden maintained vibrant. It is arranged with plaques and markers identifying different natives and the pollinators they serve. In addition, the garden received formal status as a Certified Wildlife Habitat.

Streetscaping- The Friendswood Drive (FM 518) median beautification project that took a big setback from Hurricane Harvey, and was finally completed! TxDOT rebuilt and added new enhancements. One of the most distinguished enhancements was brick lining. It gives our streets character and uniformity.



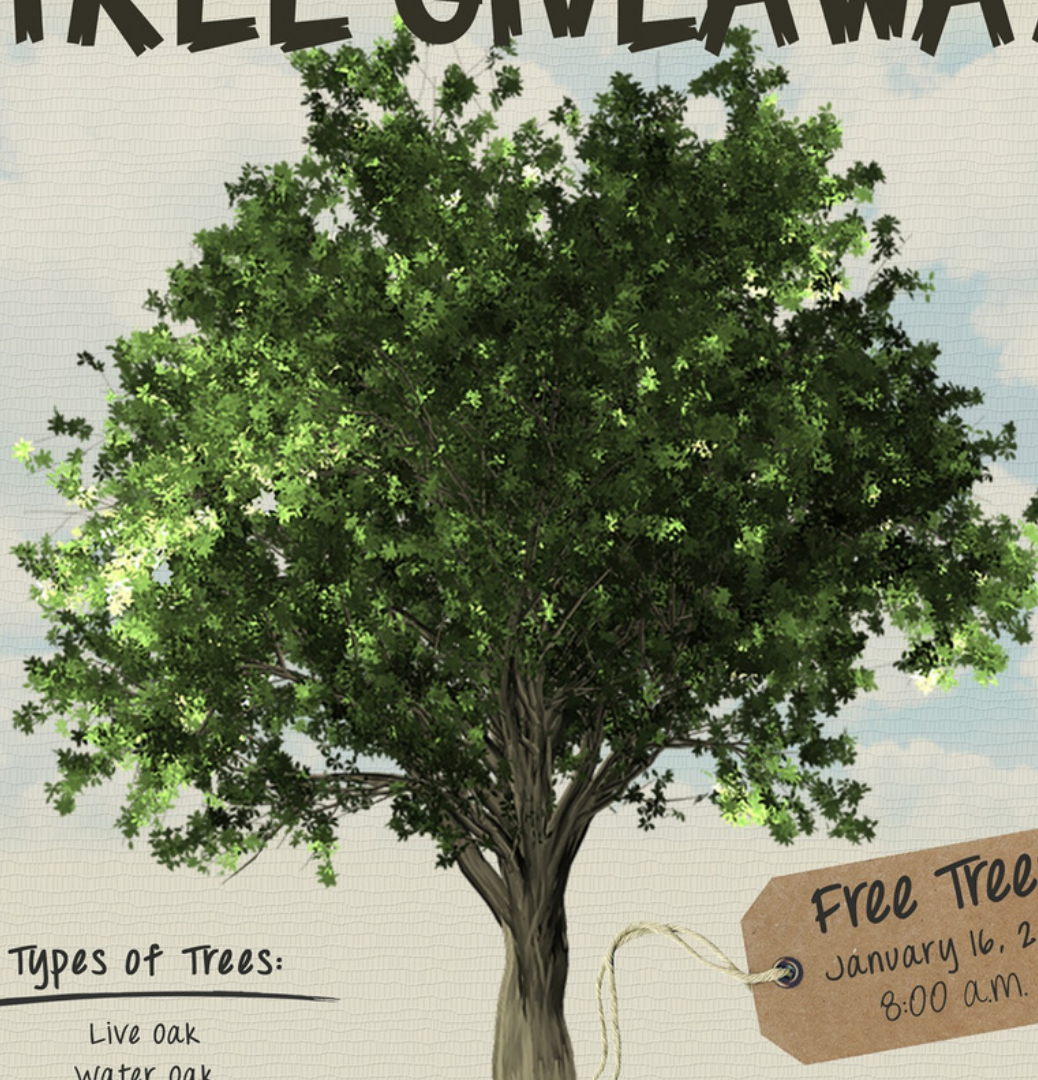
BEAUTIFICATION

Tree Giveaway- Annually over 100, 15-gallon trees are given away for free to Friendswood Residents, with on-site education from Certified Arborist. At the give away we capture future locations of trees to create a map of impact. Using the National Arbor Association calculation, the trees individually add an overall benefit of \$150/year per average/household in energy savings and property value. Combined in 20 years the trees offer a combined value of \$300,000.00 in savings!



KEEP FRIENDSWOOD BEAUTIFUL

TREE GIVEAWAY



Free Trees
January 16, 2021
8:00 a.m.

Types of Trees:

- Live oak
- Water oak
- Lace Bark Elm

NEW EVENT LOCATION: Centennial Park - 2200 S. Friendswood Dr.

Annual Tree Giveaway is Saturday, January 16, 8 a.m., at Centennial Park, 2200 S. Friendswood Dr. 150 (large) 15-gallon trees will be available (limit: 1 per family, City of Friendswood residents only. Photo ID required) while supplies last. Delivery of trees is not provided.

For additional information, contact the Parks & Recreation Department at (281) 996-3220 or rec@friendswood.com



BEAUTIFICATION

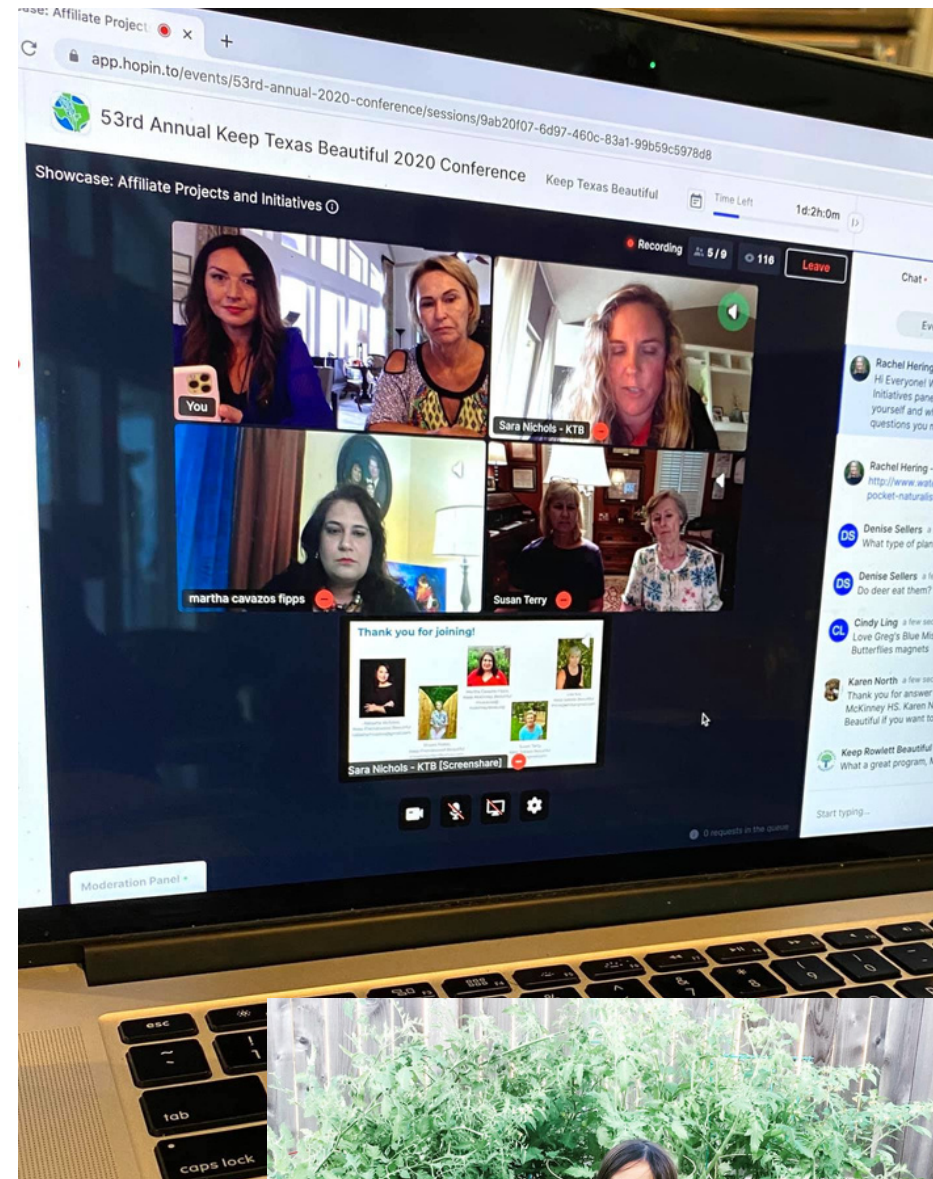
We award \$2,000.00 in Matching Grants annually which encourages HOA's and businesses to amplify the aesthetic of our city via landscaping projects. Recipients are involved and collaboratively complete beautification projects.

KFB's Quarterly awards local business' with Business Beautification Awards. They instill community pride and care for beautification efforts.



EDUCATION

KFB has worked in and with the community to provide education, create beautiful spaces, clean up dirty ones, and foster green practices for our community and planet. After the shut down we delivered alternative forms of training items by creating: online trainings videos, we collaborated with other groups such as the library and delivered training materials and bluebonnet seeds to kids via their drive-thru and KFB Binders for educators and civic groups showcasing KFB's programs and Educational Tools.



EDUCATION

We also held scavenger hunts to include eco-friendly messages while supporting local businesses, held a birding photo contest, created a birding training video to raise awareness of local birding, and educated thousands of children about the environment through the Fairy Trail mobile website.



LITTER PREVENTION AND CLEAN UPS

Through an annual survey residents were asked "Which Friendswood programs have the biggest impact on keeping Friendswood litter free?" Residents were allowed to select more than one item from the survey:

- 70% -KFB's Clean Up Events like Spring Sparkle and Fall Haul
- 47%- City Ordinances
- 42%-Highway Adopt-A-Spots
- 27%-Education on litter prevention

KFB maintained an Adopt A Highway Spot in 2020.

In addition, KFB supplied materials, and led clean ups involving scouts, high schoolers, and other civic groups.



LITTER PREVENTION AND CLEAN UPS

In 2020 KFB Partnered with TXDOT's "Don't Mess With Texas Campaign" and created our very own "Litter Les" The Troll You Don't Mess With. Through Les we are able to not only teach kids about litter laws, but how littering can cause harm to nature.

This special troll has his own TM and received special licensing from DMWT for his creation!



28 likes

christina.marie.ramey Some more pictures from our fairy adventure... more

View all 2 comments

steph2886 It's fun running around the park! Such a great way to get out, but not so close to people!

18 hours ago



christina.marie.ramey · Follow
Stevenson Park

RECYCLING AND WASTE REDUCTION

KFB supports source reduction, recycling, and reusing to divert from landfill space by:

- Hosting Annual Fall Haul and Spring Sparkle Events
- Educating the public on proper recycling protocols
- In 2020 KFB supported a Softball Field Recycling Program- 10 year old volunteer and Friendswood resident Alexandra Castillo sorts, cleans, bags recyclables from 8 bins. Through the program over 1,600 plastic bottles/ 500 cans were diverted from landfills in 2020!



The Reporter News

Pearland | Friendswood | Manvel

9-year-old encourages recycling, monitors 8 bins

In Friendswood, Galveston County by Reporter News / Sep 23, 2020 / Leave a Comment



Alexandra Castillo monitors and bags recyclables and trash from nine bins in the area of fields used by Friendswood Girls Softball teams. She reports her figures to Keep Friendswood Beautiful. To thank the city for the bins, she made special masks for all in the Parks and Rec Department.

FRIENDSWOOD FAIRY TRAIL

Despite all the shutdowns the Friendswood Fairy Trail carried on. A private ribbon cutting was held on June 19, 2020. The project was fully funded through grants totaling \$7,500.00 from the HEB Green Bag Grant and HEB Community Grant Grand Awards.

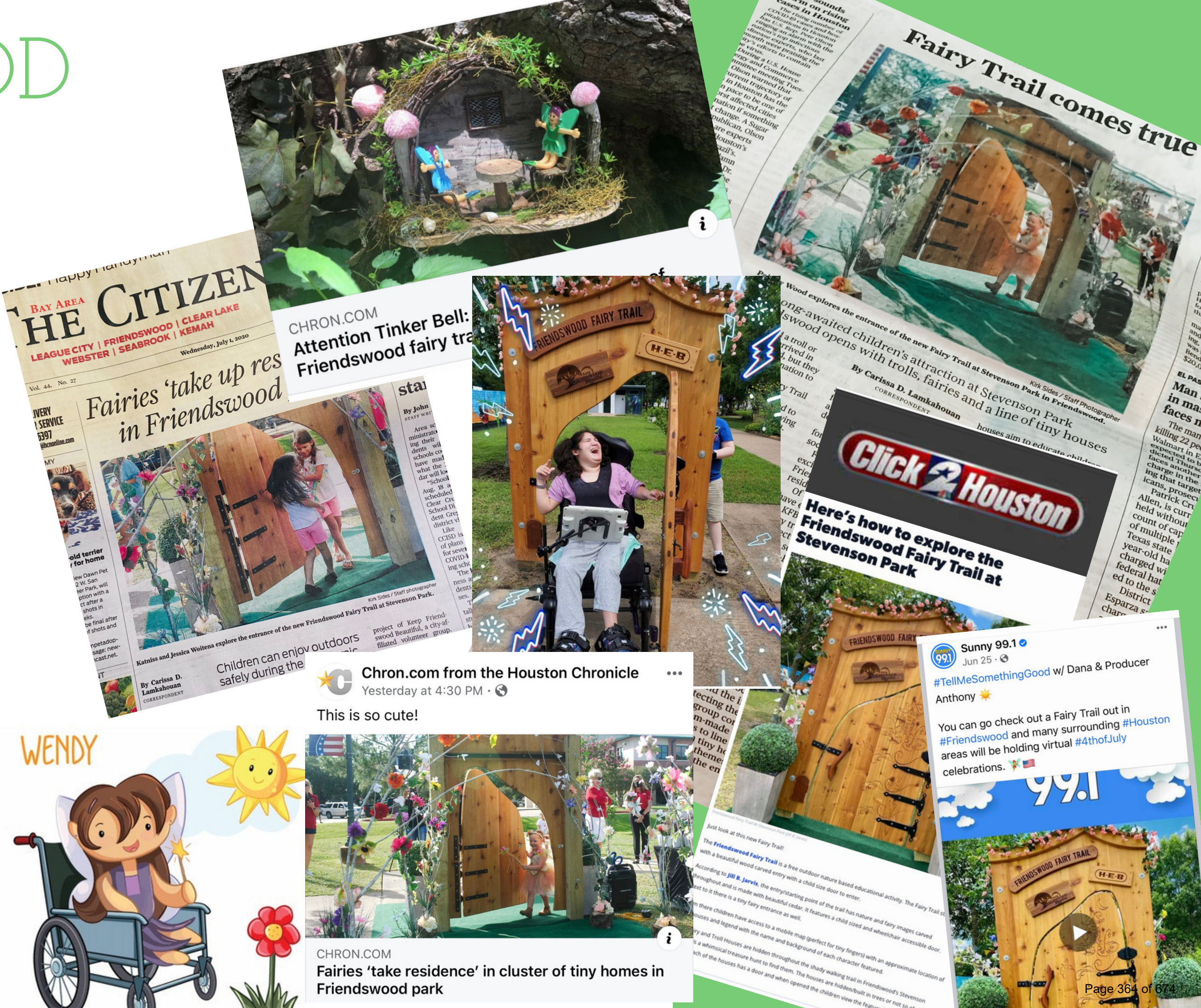
The main objective of the trail was to get kids outside and provide education on conservation and the importance of protecting the environment and communities. For this effort we were awarded a State of Texas Proclamation from Senator Larry Taylor. We had no idea how popular it would become.



FRIENDSWOOD FAIRY TRAIL

The Fairy Trail has brought thousands of outside visitors to Friendswood, (over 50,000 location views on Google Maps) and has been named a “Top Thing to Do with Kids” for the entire Houston area! Over 30,000 people visited the mobile website within 6 months, and the FairyTrail has been featured in over 30 news publications!

The popularity/news stories can’t express the charm of visiting in- person. On any sunny day, you can see little feet stepping through the wood-engraved doorway, kid’s faces lighting up when opening a miniature door, children of all colors and abilities racing to find tiny homes, sounds of giggles, “I found one!”, and “this way,” or maybe watch a girl in a wheel chair find a fairy that looks like just like her!



PUBLIC RELATIONS AND OUTREACH

In 2020 KFB had engagement with over 50,000 people through social media, online trainings sessions, and youth and adults in Environmental Stewardship practices.

In addition to in-person engagements, we shared our message through newsletters, email, press pieces and social media. KFB's social media influence is ever increasing. In 2020, Facebook followers increased 14% in followers over 2019, and Instagram increased by 41%! In 2020 KFB's post's reach total was over 250,000 people!



PUBLIC RELATIONS AND OUTREACH

Lastly ending a year of all things bah-humbug Christmas carried on, and with glowing reviews, literally! Stevenson Park was turned into a winter wonderland, shining bright with over 100,000 lights!

HomeTown Bank provided a sole sponsorship for The Home for the Holidays lighted trail. It had over 20,000 visitors! Children dropped off letters to Santa, and received mailed replies, small music concerts took place, food trucks were present, and people got out to sense community and Christmas Cheer!

The Lighted Trail was featured as a top Christmas event in Houston! It was so popular we have decided to continue it annually!



THANK YOU !

This report is just a handful of highlights of KFB Projects and initiatives. However, the KFB Board is only part of what keep KFB in motion.

We have THE BEST City Staff and support! The parks team has been the ultimate display of changing with the times not only quickly but effectively!

They managed to do the impossible in 2020! James provides wonderful leadership for Parks and Rec, Kimberly keep us on-target, informed, and seamlessly coordinates all of our events and somehow makes them better than we had planned for, Catherine and Meg have supported us the whole way too!

Lastly, thank you to our Mayor Mike Foreman and City Council Members, especially our KFB Liaison Trish Hanks and City Manager Morad Kabiri. We thank you ALL for your support, your leadership, and the funding you entrust us with to invest back into the community to “Keep Friendswood Beautiful!”

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: April 5, 2021

Date submitted: 01/11/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the annual report from the 4th of July Steering Committee.

Originating Department: Parks and Recreation

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 4th of July Speech to Mayor and Council '21

4th of July

Good Evening Mayor and Council members, I am Barbara Blanchard Committee vice Chair and it is my pleasure to represent the Fourth of July Steering Committee again this year.

This year, things will be contingent on the status of COVID-19 and all the state and local regulations as such.

This year July 4 falls on a Sunday so we are planning to have a weekend of Celebrations. On Sunday, July 4, the committee and the City of Friendswood will proudly present the 126th Annual Fourth of July Evening Celebration. This year's theme is:

"Past Present and Future"

On Sunday, July 4, the Evening Program at Centennial Park begins at 7:30 P.M.; free shuttle service will start running at 6:30 P.M. from Friendswood High School and Friendswood United Methodist Church.

This year's headline act will be "The Spazmatics". Following the entertainment will be a fantastic fireworks extravaganza, choreographed to patriotic music in traditional Friendswood style.

On Monday, July 5, the day begins with our Grand Parade. It features more than 100 entries from Friendswood and around the state. This year our Grand Marshall will be Carol Brown Cline Vaughn and her family representing the Past, Present and Future of Friendswood.

After the Parade, in Stevenson Park there will be rides, games, food, and live entertainment and craft booths until 2:30.

As stated previously, everything will depend on COVID-19; resulting in a limited number of vendors and food booths.

For more information, sign up to be in the parade, or to have a booth in Stevenson Park, please contact the Parks and Recreation Department at: 281-996-3220

We would like to thank the Parks and Recreation Department:

Director – James Toney

Michael Boyett

Kimberly Ramirez

Catherine Wood

Garrett Normoyle

Meg Donelson

Gary Williams and his park staff

I would also like to thank this year's 2021 Committee Members:

Chair – Tommy McDonald

Anthony Scarpa

Christine Scarpa

Stacy Scarpa

Michelle Bjacek

Stephanie Karacostas

Darrell Fales

Rufino Ramirez

Terri Corbett

Kathy Molinaro

Terry McKee

Renae Rives

Nancy Sims

Larry Sims

Once again, I am Barbara Blanchard Committee Vice Chair

Thank you for your time

DRAFT

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: April 5, 2021

Date submitted: 01/14/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on RFQ 2021-02 regarding architecture and engineering services for the Blackhawk Emergency Shelter Project.

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The City of Friendswood recently solicited Statements of Qualifications (SOQs) from qualified architectural and engineering (A&E) firms with experience in the construction and remodel of multi-use buildings. The ideal firm sought was to have the resources, experience, and expertise to provide both capable and timely services to the City of Friendswood for development of plans for the Blackhawk Emergency Shelter to be located at 15355 Blackhawk Boulevard. The engineering phase of the project is funded through the Hurricane Harvey 2017 Community Block Grant – Disaster Recovery (CDBG-DR) Round One Funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

There were five SOQs submitted in response to the request.

The architectural firm of PGAL has been picked by the selection committee for this project due to the firm's ongoing relationship with the City of Friendswood, its strong background in municipal projects, and its experience in working on CDBG projects.

Upon execution of a contract, PGAL will work with City Engineering, Public Works, and Parks & Recreation staff in the planning and design of the Blackhawk Shelter.

RECOMMENDATIONS

Upon successful negotiation of an architectural and engineering fee, authorize the Mayor to execute a contract for architectural and engineering in relation to the Blackhawk Emergency Shelter.

ATTACHMENTS

1. PGAL Blackhawk Shelter RFQ

STATEMENT OF QUALIFICATIONS FOR

A&E SERVICES FOR BLACKHAWK EMERGENCY SHELTER

CITY OF FRIENDSWOOD | RFQ 2021-02

FEBRUARY 11, 2021

PGAL

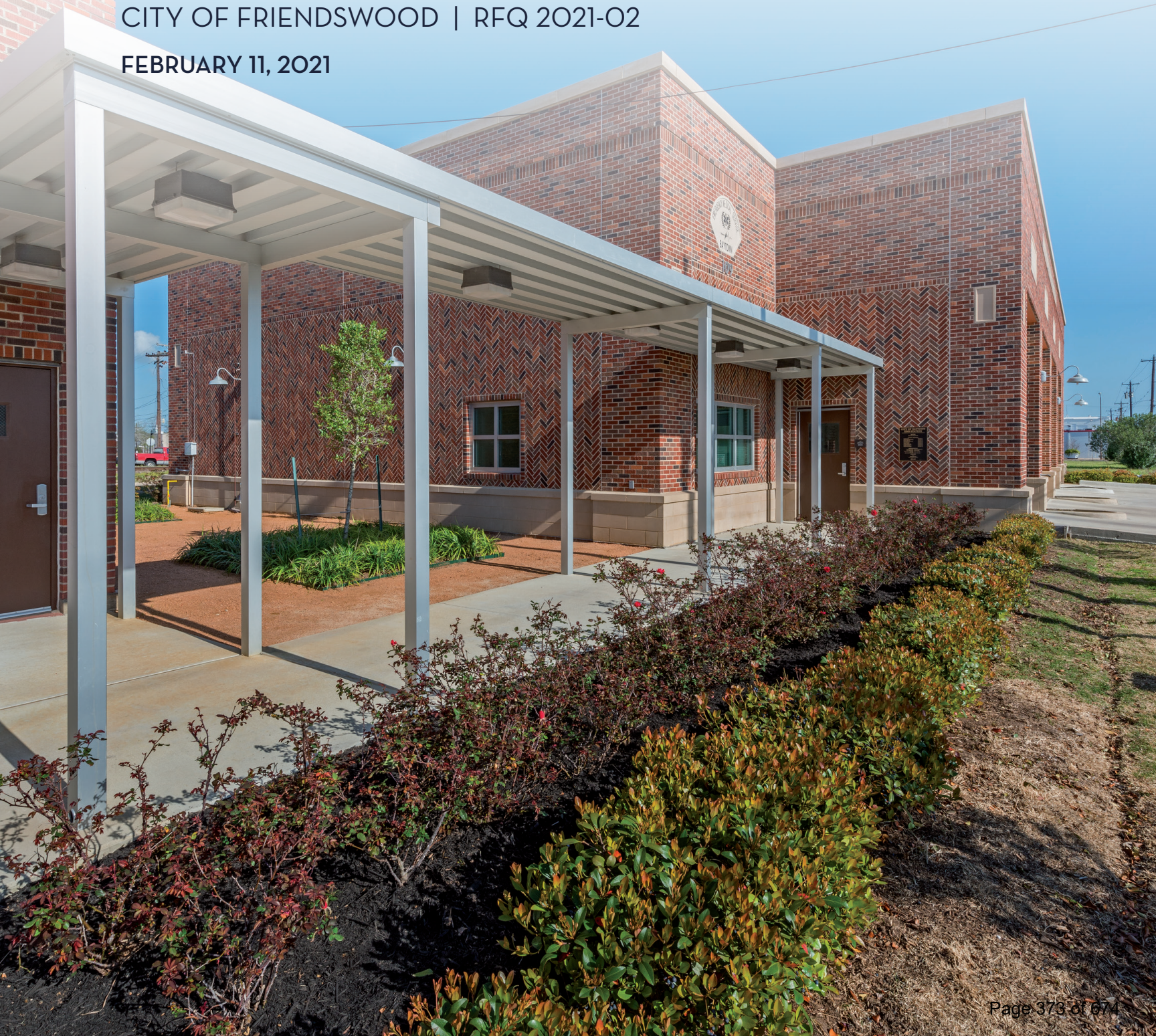


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February 11, 2021

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, Texas 77546

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

**Re: Request for Qualifications for A&E Services for Blackhawk Emergency Shelter
RFQ 2021-02**

Dear Ms. Medwedeff and Selection Committee:

PGAL, Inc. is pleased to provide our qualifications for architectural and engineering services for the City of Friendswood's Blackhawk Emergency Shelter project. Our team brings unparalleled design resources from our wide variety of municipal, public safety, and community-centered projects. We also have in-depth experience with CDBG-DR-funded projects and a proven track record of working with local, state, and federal government agencies, including projects partially funded by FEMA and State of Texas GLO CDBG funds.

In addition to this experience, we have a diverse portfolio of completed and ongoing projects in the Friendswood area. We are familiar with the unique challenges of designing buildings in the City and the broader Texas Gulf Coast region and can bring this expertise to your Blackhawk Emergency Shelter project. Examples of these local projects include the City of Friendswood Public Safety Building Expansion; City of Friendswood Fire Station 2 Reconstruction; City of Conroe Police Training Classroom Building; City of Houston Leonel J. Castillo Community Center; and the CDBG-funded Aransas County - Joint County Courthouse and Rockport City Hall.

Over time, we have developed a unique, integrated approach to providing design services. Our dedicated project teams are assigned to projects for their duration, from planning to construction administration, enabling team members to move quickly and thoroughly through the design phases. As Principal-in-Charge, I will be fully involved throughout each phase, interacting with City project management, government agencies, and key stakeholders, managing the subconsultants, and supervising PGAL staff. This approach has led to the successful completion of hundreds of projects and collaborative partnerships with over 80 municipal clients in Texas and equips our team with the tools needed to provide you with timely services while meeting the goals for this project.

We appreciate the opportunity to provide our qualifications and look forward to continuing our relationship with the City of Friendswood. If you have any questions or would like additional information on our capabilities, please contact me at 713.968.9358 or pbonnette@pgal.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "pbonnette", with a stylized flourish extending to the right.

Paul Bonnette, AIA
Principal-In-Charge

QUALIFICATIONS

PGAL

FIRM INTRODUCTION

PGAL, Inc. is a national design firm specializing in architecture, interiors, engineering, and planning for a diverse portfolio of clients. Renowned for outstanding service and attention to detail, we balance innovative, responsive design solutions with a pragmatic, cost-conscious approach.

PGAL is an S-Corporation that is privately held by our Principals and Associate Principals, with headquarters in Houston, Texas. Additional office locations include Alexandria, VA, Atlanta, GA, Austin, TX, Boca Raton, FL, Chicago, IL, Dallas/Fort Worth, TX, Denver, CO, Hoboken, NJ, Las Vegas, NV, Los Angeles, CA, Salt Lake City, UT, and San Diego, CA.

Founded in 1946 by George F. Pierce Jr., PGAL has grown from a one-person architecture practice in Houston to an organization of nearly 270 professionals working on projects nationwide from offices in 13 U.S. cities. Transforming over the years from the partnership Pierce & Pierce, to Pierce Goodwin Flanagan, Pierce Goodwin Alexander, and ultimately Pierce Goodwin Alexander & Linville, our trusted legacy of exceptional quality has helped make PGAL the highly recognized architecture firm we are proud to be today. Our firm has been in continuous operation for 75 years and became incorporated in the state of Texas in 1987.

ADDRESS

3131 Briarpark Drive, Suite 200
Houston, Texas 77042
P: 713.622.1444
F: 713.968.9333

YEARS IN BUSINESS



TYPE OF LEGAL ENTITY

Texas S-Corporation

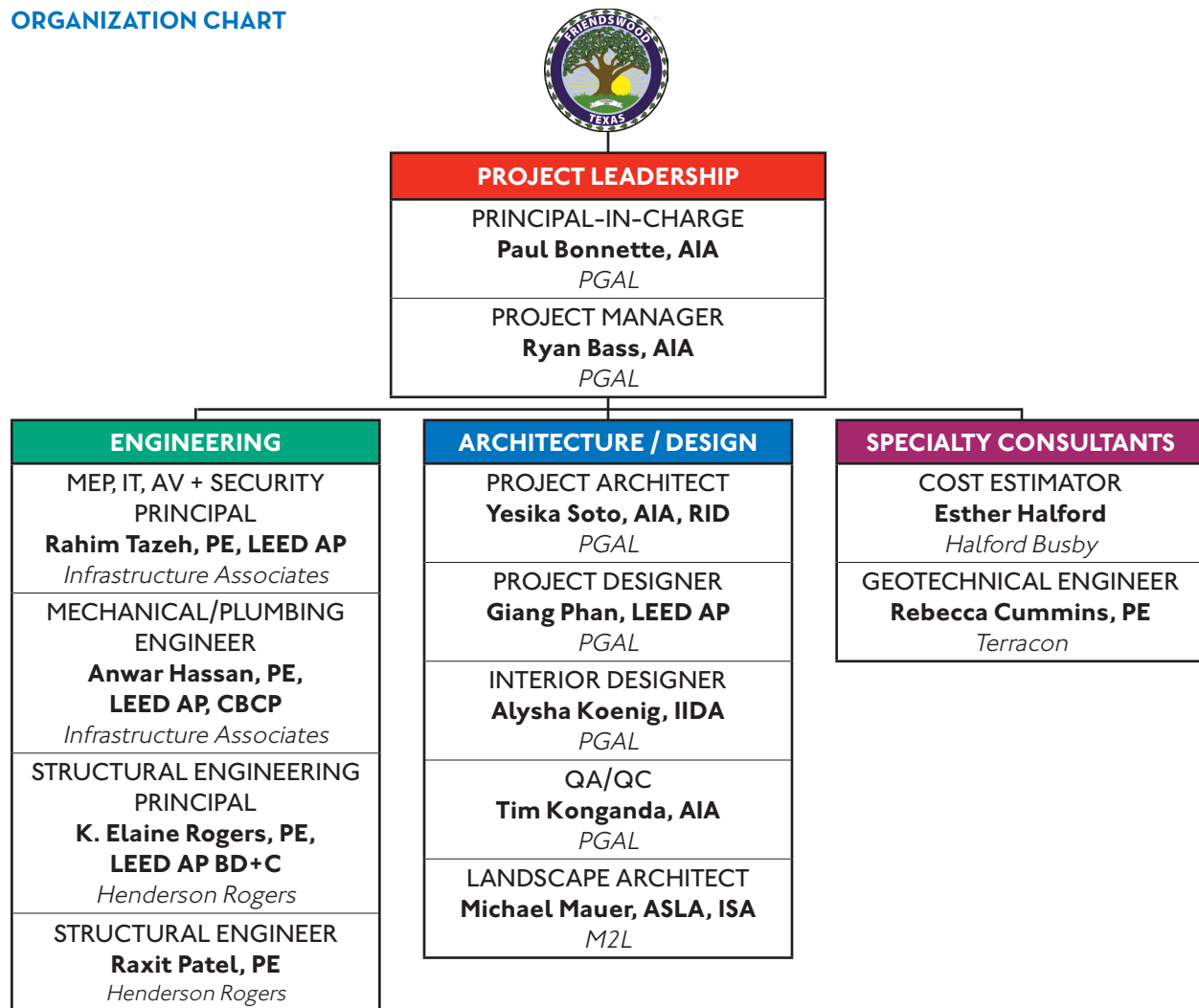
STAFFING

PGAL currently has 266 employees in 13 offices across the country. Our Houston, Texas, office is the corporate headquarters and will serve as the prime office on this project. A breakdown of PGAL's professionals by skill group is as follows:

	2021
Administration	52
Architect	62
Senior Designer (Architecture)	10
Designer (Architecture)	80
CADD Technician	3
Interior Designer	17
Civil Engineer	12
Designer (Engineering)	4
Engineer-in-Training (EIT)	7
Structural Engineer	3
Transportation Engineer	3
Construction Inspector	1
Construction Manager	3
Project Manager	9
TOTAL	266



ORGANIZATION CHART



SUCCESS IN PARTNER COLLABORATION

PGAL and our subconsultants have successfully collaborated on many similar municipal and community-centered projects. The projects below are just a few examples that demonstrate our ability to deliver facilities that reach far beyond expectations.



City of League City Public Safety Building

- › PGAL
- › Terracon
- › M2L



Balmoral Community Clubhouse + Welcome Center

- › PGAL
- › Infrastructure Associates (IA)



City of Friendswood Fire Station 2 Reconstruction

- › PGAL
- › IA
- › Halford Busby
- › Henderson Rogers



City of Friendswood Public Safety Building Expansion

- › PGAL
- › IA
- › Halford Busby
- › Henderson Rogers



City of Granbury Police Station

- › PGAL
- › Henderson Rogers



City of Bellaire Police + Municipal Courts

- › PGAL
- › Henderson Rogers
- › Terracon

CONSULTANT TEAM MEMBERS

The PGAL team is committed to providing the City of Friendswood with outstanding professional service. The principals and project managers of each of our team member firms have also confirmed the commitment for each of the subconsultants proposed in our qualifications. Brief histories of each of our proposed consultants are provided in this section. **The project's organization structure and resumes for key team members, including Project Manager Ryan Bass, follow.**

INFRASTRUCTURE ASSOCIATES

MEP Engineering + IT/AV/Security

Infrastructure Associates, Inc. (IA) is a multi-discipline consulting design and engineering firm dedicated to providing the following professional services to public and private sector clients: mechanical/electrical/plumbing engineering, structural engineering, civil engineering, transportation/traffic design and engineering, telecommunications/security design and engineering, and construction management. IA is committed to providing innovative, cost-effective solutions to complex problems for a diverse spectrum of clients. IA has a professional staff of 45 and is owned and managed by its senior-level professionals. The firm understands that a commitment to an excellent product requires a commitment to excellent employees. Over the course of 27 years, IA continues to provide quality service to clients and appreciates the relationships fostered since 1993.

HENDERSON ROGERS

Structural Engineering

Henderson Rogers Structural Engineers, LLC was established in 2005 with a single goal in mind: to offer engineering services superior to that of their predecessors. The firm is a principal-led firm, meaning principals are actively engaged in projects from conceptual design through construction. Henderson Rogers believes sharing knowledge gained through many years of experience is a key component to producing a successful project. The firm's principals have practiced for decades, during which time they have been responsible for the design of hundreds of successfully completed projects. The principals strive to impart this knowledge to the staff and encourage them to look beyond what is required to simply design the structure. The firm recognizes and believes that the firm's designers must understand the vision of the Architect and the Owner and make that vision the overarching goal of their design as well.

HALFORD BUSBY

Cost Estimating

Halford Busby, LLC is a certified HUB/DBE/WBE/SBE professional construction consulting firm established in 2005. They provide construction cost management, large loss consulting, program management, and scheduling services to project owners, architects, engineers, managers, designers, builders, insurers, and lenders. The firm offers each client a tailored cost management approach to the specific needs of each project – from conceptual estimates and preliminary budgets to construction documents. Halford Busby has a proven track record of accuracy in cost estimating in all disciplines and project types and an established accuracy rate of +/- 2.2 percent from estimate to final construction contract amount.

M2L

Landscape Architecture

M2L Associates Inc. was founded in October of 1994 to provide comprehensive planning and landscape architectural design services. The firm specializes in finding creative solutions to publicly funded projects in the diverse regulatory environment that exists in this market sector. The firm's extensive public sector market experience includes federal, state, and local agencies and political subdivisions such as management districts and redevelopment authorities. The firm has been a valuable contributor on many civic and municipal projects. A few of the governmental agencies include the cities of Houston, Sugar Land, Navasota, West University Place, Conroe, and Harris County, Texas.

TERRACON

Geotechnical Engineering

Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in geotechnical, environmental, facilities, and materials engineering. Over its history, the firm has achieved significant expansion through both internal growth and acquisitions. Terracon currently has 5,000 employees in 150 offices and all 50 states nationwide. The firm serves a diverse portfolio of private and public clients. When combining national resources with specific local area expertise, Terracon consistently overcomes obstacles and deliver the results clients expect. By being responsive, resourceful, and reliable, the firm strives to exceed clients' expectations for service, solutions, quality, and speed of delivery.



PAUL BONNETTE AIA

Principal-in-Charge

Paul has more than 30 years of experience, serving as a principal for municipal, educational, institutional, financial, commercial, and retail projects. He consistently demonstrates an exceptional ability to program, plan, design, and detail municipal and institutional projects of any size and complexity. Paul is a knowledgeable and attentive architect and takes a proactive approach to management and production responsibilities. As one of PGAL's foremost experts in municipal and public safety design, he has committed his availability to lead and coordinate the design for the City of Friendswood Blackhawk Emergency Shelter project.



EDUCATION

Master of
Architecture,
Rice University

Bachelor of Science,
Architecture,
University of Michigan

REGISTRATION/ LICENSES

Registered Architect,
Texas No. 16372;
Virginia No.
0401018228

AFFILIATIONS

American Institute of
Architects

PROJECT EXPERIENCE

- › City of Friendswood Public Safety Building Expansion – Friendswood, Texas
- › City of Friendswood Fire Station 2 Reconstruction – Friendswood, Texas
- › Aransas County Joint County Courthouse + Rockport City Hall – Rockport, Texas
- › City of Baytown EMS Addition + Renovation – Baytown, Texas
- › City of Baytown Patrol Division Renovation – Baytown, Texas
- › City of Deer Park Fire Station No. 3 EMS Annex – Deer Park, Texas
- › City of Lake Jackson City Hall, Animal Shelter + Police Evidence Needs Assessment – Lake Jackson, Texas
- › City of League City Public Safety Building – League City, Texas
- › City of Texas City Emergency Operations Center – Texas City, Texas
- › City of Webster Fire Station – Webster, Texas
- › Federal Reserve Bank of Dallas – Houston Branch – Houston, Texas
- › Fort Bend County Courthouse Administration Building Addition – Richmond, Texas
- › Fort Bend County Emergency Operations Center – Richmond, Texas
- › Fort Bend County Jane Long Annex Renovations – Richmond, Texas
- › Harris County Elections Technology Center, Tax Office + Archives Renovation – Houston, Texas
- › Montgomery County Sheriff's Substation – Conroe, Texas
- › Victoria County Commissioner's Court Renovation – Victoria County, Texas



RYAN BASS AIA

Project Manager

Ryan has nearly 15 years of experience providing architectural services for a wide range of project types, including civic and municipal, educational, healthcare, corporate and commercial, residential, mixed-use, retail, hospitality, transit terminal and station, parking garage, and industrial. He will be responsible for leading the design team's performance to meet budget and schedule requirements for the City of Friendswood Blackhawk Emergency Shelter. He will also provide direction, resourcing, and tracking for primary design tasks and manage strategic coordination with project stakeholders and the design team, including subconsultants.



EDUCATION

Masters of Architecture,
Texas Tech University,

Bachelors of Science,
Architecture,
Texas Tech University

REGISTRATION/ LICENSES

Registered Architect,
Texas No. 24552

AFFILIATIONS

American Institute of Architects

PROJECT EXPERIENCE

- › City of Conroe Police Training Classroom Building - Conroe, Texas
- › City of Conroe Police Maintenance Building - Conroe, Texas
- › City of Bellaire Master Plan + Assessment - Bellaire, Texas
- › Howard Hughes Corporation Creekside Park West Retail Development - The Woodlands, Texas
- › Grundfos Americas Headquarters Office Building - Brookshire, Texas
- › Walmart Corporate Campus Parking Garages - Bentonville, Arkansas
- › Texas A&M University at Galveston Master Plan + Building Assessment - Galveston, Texas
- › Lafollette Housing Authority - Lafollette, Tennessee*
- › Knoxville TVA Employees Credit Union Headquarters - Knoxville, Tennessee*[†]
- › Anglo Global Houston Headquarters - Houston, Texas*[†]
- › Unicare Professional Office Building - Coppel, Texas*
- › Baylor Scott & White Continuing Care Hospital Temple - Long Term Acute Care Hospital - Temple, Texas*[†]
- › Duffy Pediatric Dental Clinic - Flower Mound, Texas*

* Experience prior to PGAL

[†] Indicates project was started but not completed



YESIKA SOTO AIA, RID

Project Architect

Yesika has over seven years of experience in architectural design and development. She has completed conceptual and schematic designs, space planning, construction documents, and construction administration for projects at civic buildings, corporate offices, and airport facilities. Yesika will regularly monitor the Blackhawk Emergency Shelter project for conformance with established project, technical, and budget criteria, as well as design quality, code compliance, and thoroughness of documents. Her proactive stance and intuitive understanding of design disciplines enhance her ability to work through complex project issues.



EDUCATION

Master of Architecture,
University of Houston

Bachelor of Environmental Design,
Texas A&M University

REGISTRATION/ LICENSES

Registered Architect,
Texas No. 27251

Registered Interior Designer, Texas No. 12466

AFFILIATIONS

American Institute of Architects

PROJECT EXPERIENCE

- › City of Conroe Police Training Classroom Building - Conroe, Texas
- › City of Granbury Police Station - Granbury, Texas
- › Montgomery County Sheriff's Substation - Conroe, Texas
- › Harris County Courthouse Annex Program - Houston, Texas
- › Harris County Precinct 4 Service Center - Tomball, Texas
- › Hedwig Village Police Department - Hedwig Village, Texas
- › Arena Energy Office Building Interior - The Woodlands, Texas
- › Howard Hughes Alight Build-to-Suite Office Building - The Woodlands, Texas
- › Howard Hughes Corporation Creekside Park West Retail Development - The Woodlands, Texas
- › Southwest Airlines LAX Terminal I Line Maintenance - Los Angeles, California
- › Southwest Airlines LAX Domicile Facility - Los Angeles, California
- › Southwest Airlines LAX Terminal I.5 - Los Angeles, California
- › Southwest Airlines ONT Trailer Offices - Ontario, California
- › Southwest Airlines SMF Ground Ops + Breakroom Expansion - Sacramento, California
- › United Airlines IAH Corporate Real Estate Project Management Office Relocation - Houston, Texas
- › United Airlines IAH New Terminal C North - Houston, Texas
- › American Express IAH VIP Lounge - Houston, Texas



GIANG PHAN LEED AP

Project Designer

Giang brings nearly 15 years of architectural experience to the team, translating design philosophies to the built environment. His responsibilities include the exploration of different design strategies and typologies during design development and carrying them through documentation and construction. Project types include interior and ground-up construction for both public and private entities.



EDUCATION

Bachelor of
Architecture,
University of Houston

Bachelor of Science,
Environmental
Design, University of
Houston

REGISTRATION/ LICENSES

LEED Accredited
Professional

PROJECT EXPERIENCE

- › Aransas County Joint County Courthouse + Rockport City Hall - Rockport, Texas
- › City of League City Public Safety Building - League City, Texas
- › Chambers County Dispatch Center - Anahuac, Texas
- › City of Bellaire New Fire Station - Bellaire, Texas
- › City of League City Fire Station No. 2 - League City, Texas
- › City of Port Neches Fire Station + Emergency Operations Center - Port Neches, Texas
- › City of Sugar Land Constellation Field - Sugar Land, Texas
- › City of Baytown Council Chamber Renovation - Baytown, Texas
- › City of Kerrville Facilities Master Plan - Kerrville, Texas
- › Federal Reserve Bank of Dallas - Houston Branch - Houston, Texas
- › Harris County Leonel J. Castillo Community Center - Houston, Texas
- › Harris County Atascocita Bomb Range - Atascocita, Texas
- › Harris County Indefinite Delivery Master Plan - Houston, Texas
- › Harris County Precinct 3 Juvenile Probation Detention Facility - Houston, Texas
- › Harris County Civil Justice Center - Houston, Texas
- › Space Center Houston Special Events Building - Houston, Texas
- › Space Center Houston Classroom Building + Office Addition - Houston, Texas



ALYSHA KOENIG RID, IIDA

Interior Designer

Alysha brings a passion to all of her projects and enjoys creating environments that positively impact people's daily lives. She strives to use a fresh perspective on each project and is adept at developing both computer generated and hand rendered 3D images.



EDUCATION

Bachelor of Science,
Interior Design,
University of Nebraska

REGISTRATION/ LICENSES

NCIDQ Certified
No. 33814

Registered Interior
Designer, Texas No.
12200

AFFILIATIONS

International Interior
Design Association

PROJECT EXPERIENCE

- › City of Bellaire Police + Municipal Courts - Bellaire, Texas
- › City of Bellaire City Hall + Civic Center - Bellaire, Texas
- › City of Conroe Fire Station No. 7 - Conroe, Texas
- › City of Conroe Fire Training Tower - Conroe, Texas
- › City of Dayton Public Safety Campus - Dayton, Texas
- › City of Deer Park Fire Station No. 3 EMS Annex - Deer Park, Texas
- › City of Sugar Land Police + Courts Complex - Sugar Land, Texas
- › City of Seabrook Public Works + Animal Control Complex - Seabrook, Texas
- › Fort Bend County Justice Center - Richmond, Texas
- › Gulf Coast Center Texas City Administration Building + Park and Ride - Texas City, Texas
- › Harris County Joint County/City Processing Center - Houston, Texas
- › Harris County Precinct 4 Service Center - Tomball, Texas
- › Houston-Galveston Area Council Interior Office Remodel - Houston, Texas
- › Montgomery County ESD No. 9 Fire Station No. 81 - Conroe, Texas
- › Montgomery County ESD No. 9 Fire Station No. 86 - Conroe, Texas
- › Montgomery County Forensics Center - Conroe, Texas
- › Eastern Metal Supply Commercial Office Interiors Renovation + Shell Space Build-out - Houston, Texas
- › Christensen Building Group Shell Office, Warehouse Building + Surface Parking - Houston, Texas
- › United Airlines IAH New Terminal C North - Houston, Texas



TIM KONGANDA AIA

QA/QC

Tim is an award-winning architect with more than 25 years of professional architectural experience on local, national, and international projects. With a focus on federal, cultural, civic, municipal, and education facilities, he has completed dozens of projects of varying scope while also fostering strong client relationships as a trusted advisor throughout Texas. His commitment to the architecture profession, outstanding design, strong management, and QA/QC skills, and proven track record with municipal design will ensure the Blackhawk Emergency Shelter meets and exceeds all safety, quality, and agency standards.



EDUCATION

Master of
Architecture, Urban
Design and Historic
Preservation,
University of
Oklahoma

Bachelor of
Architecture,
Bangalore University

REGISTRATION/ LICENSES

Registered Architect,
Texas No. 19078

AFFILIATIONS REGISTRATION/ LICENSES

American Institute of
Architects

Texas Society of
Architects

Council of
Educational Facility
Planning International

International Union of
Architects

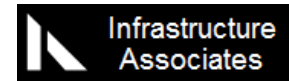
PROJECT EXPERIENCE

- › Dallas/Fort Worth International Airport Public Safety Building – Dallas, Texas
- › Dallas/Fort Worth International Airport Public Safety Building Storm Shelter Review – Dallas, Texas
- › City of Dallas Fire Station No. 59 Storm Shelter Review – Dallas, Texas*
- › City of Dallas Fire Station No. 46 Storm Shelter Review – Dallas, Texas*
- › City of Coppell Fire Station No. 4 Storm Shelter Review – Coppell, Texas*
- › Mesquite Fire Station No. 4 Storm Shelter Review – Mesquite, Texas*
- › Farmers Branch Fire Station No. 2 Storm Shelter Review – Farmers Branch, Texas*
- › Flower Mound Fire Station No. 7 Storm Shelter Review – Flower Mound, Texas*
- › Grand Prairie Fire Station No. 3 Storm Shelter Review – Grand Prairie, Texas*
- › Hutchins Public Safety Storm Shelter Review – Hutchins, Texas*
- › Prosper Police Headquarters – Prosper, Texas*
- › Richardson Fire Station No. 3 – Richardson, Texas*
- › Travis County Family + Civil Courthouse – Austin, Texas*
- › Texas Facilities Commission (TFC) Emergency Vehicle Operations Course (EVOC) – Florence, Texas*
- › City of Dallas Trinity River Pump Stations Corridor – Dallas, Texas*

* Experience prior to PGAL



RAHIM TAZEH PE, LEED AP
MEP, IT, AV + Security Principal



Rahim has over 39 years of progressive professional experience in the fields of project management, engineering, and design of MEP systems. As managing principal of Infrastructure Associates, Rahim oversees firm operation and maintains client relationships while also serving as a mentor to members of the design and engineering team.

EDUCATION

Bachelor of Science,
Electrical Engineering,
Lamar University

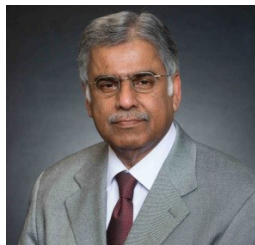
**REGISTRATION/
LICENSES**

Registered
Professional Engineer,
Texas No. 88923

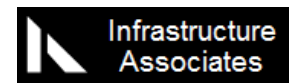
LEED Accredited
Professional

PROJECT EXPERIENCE

- › City of Friendswood Police Department Addition – Friendswood, Texas
- › City of Friendswood Fire Station No. 2 Reconstruction – Friendswood, Texas
- › City of Houston Southwest Police Station – Houston, Texas
- › Harris County John Phelps Courthouse Annex – Houston, Texas
- › Fort Bend County North Annex – Katy, Texas
- › Fort Bend County Missouri City Annex – Missouri City, Texas
- › City of Houston Post Oak Multi-Service Center – Houston, Texas
- › City of Houston Cullen Maintenance Facility – Houston, Texas
- › Gulf Coast Center Texas City Administration Building + Park and Ride – Texas City, Texas
- › Texas A&M University Park West Student Housing – College Station, Texas
- › Balmoral Community Center – Humble, Texas



ANWAR HASSAN PE, LEED AP, CBCP
Mechanical/Plumbing Engineer



Anwar has over 46 years of diversified experience in planning, analysis, layout, design, on-site supervision, quality control, coordination, and project management, covering all types of buildings and facilities. He has a broad knowledge of total facility design requirements including standards, codes and ordinances, site and facility planning, building thermal system, noise control, fire protection, and smoke control systems, and HVAC systems.

EDUCATION

Master of Science,
Mechanical
Engineering,
Oklahoma State
University

Bachelor of
Science, Mechanical
Engineering,
Oklahoma State
University

**REGISTRATION/
LICENSES**

Registered
Professional Engineer,
Texas No. 64671

Licensing
Commissioning
Engineer

PROJECT EXPERIENCE

- › City of Friendswood Police Department Addition – Friendswood, Texas
- › City of Friendswood Fire Station No. 2 Reconstruction – Friendswood, Texas
- › City of Houston Southwest Police Station – Houston, Texas
- › Harris County John Phelps Courthouse Annex – Houston, Texas
- › Fort Bend County North Annex – Katy, Texas
- › Fort Bend County Missouri City Annex – Missouri City, Texas
- › City of Houston Post Oak Multi-Service Center – Houston, Texas
- › City of Houston Cullen Maintenance Facility – Houston, Texas
- › Gulf Coast Center Texas City Administration Building + Park and Ride – Texas City, Texas
- › Texas A&M University Park West Student Housing – College Station, Texas



K. ELAINE ROGERS PE, LEED AP BD+C

Structural Engineering Principal

K. Elaine Rogers is the President of Henderson Rogers with over 36 years of experience in structural engineering design. She has served as Principal in Charge on numerous major educational, healthcare, civic and aviation projects. Elaine has a strong commitment to provide responsible, timely, and dependable service to her clients through cost effective and innovative structural solutions.

EDUCATION

Bachelor of Science,
Civil Engineering,
Texas Tech University

Bachelor of
Architecture, Texas
Tech University

REGISTRATION/ LICENSES

Registered
Professional Engineer,
Texas No. 65566

LEED Accredited
Professional
Building Design +
Construction

PROJECT EXPERIENCE

- › City of Friendswood Police Department Addition – Friendswood, Texas
- › City of Friendswood Fire Station No. 2 Reconstruction – Friendswood, Texas
- › Deer Park Emergency Operations Center – Deer Park, Texas
- › Harris County Library Headquarters – Houston, Texas
- › Harris County Sheriff Office Annex – Houston, Texas
- › TFC Disaster Operations Center – Austin, Texas
- › City of Lubbock Citizens Tower – Lubbock, Texas
- › City of Houston Transtar Emergency Operations Center – Houston, Texas
- › City of Bellaire Police + Municipal Courts – Bellaire, Texas
- › City of Bellaire City Hall + Civic Center – Bellaire, Texas
- › College Station Police Headquarters – College Station, Texas



RAXIT PATEL PE

Structural Engineer

Raxit joined Henderson Rogers in 2006. He has extensive knowledge of modeling complex structures using advanced design software like ETABS, SAP, SAFE, ADAPT, and RISA 3D as well as designing hurricane resistant structures and mission critical buildings for tornado wind pressure. Raxit has over 17 years of industry experience including designing and managing of reinforced concrete, steel, masonry and composite structures.

EDUCATION

Master of Science,
Civil Engineering,
Rutgers University

Bachelor of
Engineering, Civil
Engineering, Sardar
Patel University

REGISTRATION/ LICENSES

Registered
Professional Engineer,
Texas No. 106229

PROJECT EXPERIENCE

- › City of Friendswood Police Department Addition – Friendswood, Texas
- › City of Friendswood Fire Station No. 2 Reconstruction – Friendswood, Texas
- › Granbury Police Station – Granbury, Texas
- › City of College Station Police Headquarters – College Station, Texas
- › City of College Station City Hall – College Station, Texas
- › City of Bellaire Police + Municipal Courts – Bellaire, Texas
- › City of Bellaire City Hall + Civic Center – Bellaire, Texas
- › Harris County Library Headquarters – Houston, Texas
- › Deer Park Emergency Operations Center – Deer Park, Texas
- › City of Houston Fire Station 90 – Houston, Texas
- › City of Pasadena Courthouse – Pasadena, Texas





ESTHER HALFORD

Cost Estimator



Esther is the owner and President/CEO of Halford Busby Construction Consultants. With over 30 years in the construction industry, Esther oversees the entire life-cycle of each estimate to ensure that each is done with timeliness, accuracy that her clients have come to expect. She is completely hands on from initiation to completion.

EDUCATION

Prairie View University

AFFILIATIONS

Professional Affiliate,
AIA Houston

National Association
of Female Executives

US Women's
Chamber of
Commerce

National Association
of Government
Contractors North
Houston Association

PROJECT EXPERIENCE

- › City of Friendswood Police Department Addition – Friendswood, Texas
- › City of Friendswood Fire Station No. 2 Reconstruction – Friendswood, Texas
- › University of Texas MD Anderson Cancer Center Emergency Operations CPB Building-Computer Data Center – Houston, Texas
- › City of Plano Fire Station Warehouse + EOC – Plano, Texas
- › Texas Department of Transportation Houston Transtar Emergency Building Expansion – Houston, Texas
- › South Montgomery County ESD No. 8 – Fire Station II-I – Spring, Texas
- › Port of Houston Authority Bayport Marine Emergency Building – Houston, Texas
- › City of Burnet Public Safety Building – Burnet, Texas
- › Texas Department of Public Safety Training + Maintenance Facility – Florence, Texas



MICHAEL MAUER ASLA, ISA

Landscape Architect



Michael is a landscape architect and certified arborist with 34 years of broad professional experience in the design and planning of large and small-scale civic, institutional, parks, residential, commercial, urban design, and tree preservation projects. Michael works extensively in the public sector working with architects and engineers to support counties and cities improve upon their abilities to support their communities with public safety buildings and campuses.

EDUCATION

Bachelor of Science
Architecture
The Ohio State
University

REGISTRATION/ LICENSES

Registered Landscape
Architect, Texas No.
1510

REGISTRATION/ LICENSES

American Society of
Landscape Architects

American Institute of
Architects

International Society
of Arborist

PROJECT EXPERIENCE

- › Grimes County Courthouse – Grimes County, Texas
- › League City Public Safety Building – League City, Texas
- › Navasota Municipal Complex – Navasota, Texas
- › West University City Hall and Police Station – West University, Texas
- › Bellaire Fire Station – Bellaire, Texas
- › Sugar Land City Hall – Sugar Land, Texas
- › Conroe Public Safety Complex – Conroe, Texas
- › Greater Harris County 911 Center – Houston, Texas
- › Harris County Joint Processing Center, Houston, Texas



REBECCA CUMMINS PE

Geotechnical Engineer

Terracon

EDUCATION

Bachelor of Science,
Architecture, The
Ohio State University

REGISTRATION/ LICENSES

Registered
Professional Engineer,
Texas No. 132914

Rebecca serves as a geotechnical engineer in Terracon's Houston office and is the geotechnical lead for public entities. Her responsibilities include developing field programs and coordinating with field personnel in the implementation of soil boring programs. She is responsible for developing laboratory testing programs, evaluating laboratory and field data, and providing recommendations for design and construction. Rebecca's experience with geotechnical projects includes water and wastewater treatment plants, pavements/roadways, utilities, retail/commercial/education buildings, water lines, and lift stations.

PROJECT EXPERIENCE

- › Harris County Animal Shelter - Houston, Texas
- › Harris County ESD 60 Sheldon Fire Station + Maintenance Facility - Houston, Texas
- › City of Houston Westbury Library - Houston, Texas
- › University of Houston Energy Research Park Building II Laboratory Renovation - Houston, Texas
- › Harris County Community Supervision + Corrections Department - Houston, Texas
- › Harris County MUD No. 400 Park Lakes Amenity Center Additions - Humble, Texas



CITY OF CONROE POLICE TRAINING CLASSROOM BUILDING

CONROE, TEXAS

PGAL



The new training facility is a four-story structure enclosing 20,800 square feet of programmed space including classrooms, offices, and armories for local and federal law enforcement.

The new building will replace the original building that was destroyed by flooding and will double the original building's interior space. The facility includes exterior storage and training space on the ground level, including outdoor firing range/lanes and sniper training on the roof. The design mitigates the building's flooding potential, raising the finished floor out of the 500 and 100-year flood plains. The new building will utilize CMU block walls and an economical tilt-wall structure. The design calls for the re-use of the existing site infrastructure and utilities to control costs and adhere to the project's budget.

The project also includes improvements to the property's flood protection berm and storm water management systems.

Year Completed (Estimated)

2021

PGAL Reference

Jeff Gerber, Principal-in-Charge
3131 Briarpark Dr, Suite 200
Houston, Texas 77042
713.622.1444
jggerber@pgal.com

Owner Reference

City of Conroe
Jeff Christy, Chief of Police
2300 Plantation Drive
Conroe, Texas 77303
936.522.3302
jchristy@cityofconroe.org

Delivery Method

Design-Bid-Build

Project Cost

\$6.9 Million

HARRIS COUNTY LEONEL J. CASTILLO COMMUNITY CENTER

HOUSTON, TEXAS

PGAL



Built in 1919, the Robert E. Lee Elementary School was closed in 2002, vacant for 10 years, and badly damaged by Hurricane Ike in 2008. Harris County acquired it in 2011 for historic restoration and conversion to a community center. PGAL repurposed the facility as a flexible, multipurpose community center while retaining and restoring as many of the original elements as possible, and visually integrating the building's exteriors with the aesthetics of the contemporary neighborhood.

The original front and side clay masonry walls were deemed salvageable and were preserved and restored, while the remainder of the building was carefully demolished to prevent damage or collapse of the historic walls. PGAL designed a secondary independent steel frame structural system in the interior perimeter to brace, anchor, and stabilize the walls. Original windows and doors were damaged beyond restoration, but were historically reconstructed to match historic profiles and details.

The structure's most historically significant feature, the entry portico, was deemed structurally unstable to preserve or restore. The design team accurately documented these details using laser scanning, salvaged all masonry precast elements, demolished all portico walls, and reconstructed the entry to historic specifications. Original precast columns, capitols, and parapet cartouche were reinstalled to near exact historic locations.

The vibrant interior was redesigned to house a 500-person assembly room, two meeting rooms, a warming kitchen, and staffed reception lobby. A museum room celebrates the school's history, original architect Alfred C. Finn, and the center's namesake.

Year Completed

2013

PGAL Reference

Ruben Martinez, Project Manager
3131 Briarpark Dr, Suite 200
Houston, Texas 77042
713.622.1444
rmartinez@pgal.com

Owner Reference

Harris County
Rich Elwood, Director
1301 Prairie St., 7th Floor
Houston, Texas 77002
713.274.1531
rich.elwood@eng.hctx.net

Delivery Method

CMAR

Project Cost

\$2.6 Million

ARANSAS COUNTY + CITY OF ROCKPORT JOINT COUNTY COURTHOUSE + ROCKPORT CITY HALL

PGAL

ROCKPORT, TEXAS



Due to damage caused to each of their buildings by Hurricane Harvey, Aransas County and the City of Rockport initiated this project to design a new facility to include both the county courthouse and city hall. The project site is located on two and a half city blocks in downtown Rockport.

The county courthouse will be approximately 46,000 gross square feet and the City Hall will be an approximately 27,500-gross-square-foot building. Both buildings will be oriented facing a shared plaza. The project will also include a community building containing meeting rooms, conference rooms, and training rooms that can be rented out and utilized by the community. The total construction cost is estimated to be \$22 million.

The project was funded by FEMA and State of Texas Community Development Block Grant funds as part of the Hurricane Harvey Recovery Fund.

Year Completed (Estimated)

2022

PGAL Reference

Paul Bonnette, Principal-in-Charge
3131 Briarpark Dr, Suite 200
Houston, Texas 77042
713.968.9358
pbonnette@pgal.com

Owner Reference

City of Rockport
Kevin Carruth, City Manager
2751 State Highway 35 Bypass
Rockport, Texas 78382
361.729.2213 x 253
citymgr@cityofrockport.com

Delivery Method

Design-Bid-Build

Project Cost

\$36.5 Million

CITY OF BAYTOWN EMS BUILDING ADDITION + RENOVATION

BAYTOWN, TEXAS

PGAL



PGAL was selected to provide architectural planning and design, as well as civil engineering services, for an addition to the existing City of Baytown EMS facility.

The 6,000-square-foot, four-bay expansion provides the city with the capacity to house eight ambulances and includes offices, restroom/shower, and storage areas. PGAL also designed the renovation of the existing 4,000-square-foot, two-story building to house storage and a future training room on the first floor, as well as new sleeping rooms, living/lounge space, kitchen, restrooms, shower, and laundry facilities. The addition complements the existing brick building, built in the 1920s, and formerly called the Goose Creek Municipal Building. The new building was designed to withstand 150 mph winds and the existing structure was strengthened to withstand 130 mph winds. Both have impact resistant doors and windows. An emergency generator was added to provide emergency power for both the new and existing building in case of power failure.

The entire project was funded by State of Texas Community Development Block Grant funds as part of the Hurricane Ike Recovery Fund.

Year Completed

2012

PGAL Reference

Paul Bonnette, Principal-in-Charge
3131 Briarpark Dr, Suite 200
Houston, Texas 77042
713.968.9358
pbonnette@pgal.com

Owner Reference

City of Baytown
Mr. Dana Dalbey, Assistant Fire Chief
201 E. Wye Dr.
Baytown, Texas 77521
281.420.5381
dana.dalbey@baytown.org

Delivery Method

Competitive Sealed Proposals

Project Cost

\$1 Million

FEDERAL RESERVE BANK FEDERAL RESERVE BANK OF DALLAS - HOUSTON BRANCH

HOUSTON, TEXAS

PGAL



This 280,000-square-foot, four-story complex reflects the true stature and fiscal sensibility of the Federal Reserve Bank.

This smart working environment includes productive workspaces and state-of-the-art audiovisual and information technology systems. The bank building has an abundance of natural light, plus efficient lighting, heating, and cooling systems.

Employees can access multiple conference and training rooms, two dining facilities, the cafeteria and kitchen, administrative offices, and a parking structure for 300 vehicles.

The Federal Bank also has its own data center for data processing and electronic payments, plus a vault, bulk storage, material handling systems, and currency residue disposal. The facility is designed for progressive collapse and the building's concrete safe room is blast and bullet resistant.

Year Completed

2005

PGAL Reference

Paul Bonnette, Principal-in-Charge
3131 Briarpark Dr, Suite 200
Houston, Texas 77042
713.968.9358
pbonnette@pgal.com

Owner Reference

Federal Reserve Bank
Jacob Garcia, Administrative Services
Manager
1801 Allen Parkway
713.483.3000
713.870.6584
jacob.garcia@dal.frb.org

Delivery Method

CMAR

Project Cost

\$145 Million

METHODOLOGY

The PGAL logo consists of the letters "PGAL" in a white, serif font, centered within a solid red square.

OUR PROJECT APPROACH

Our approach is simple.

We listen ...

What sets PGAL apart from other architectural firms is our sincere passion to seek **the deepest understanding of our client's desires, program, site, challenges, and community. From there, we create a solution exclusively and uniquely crafted to fit you.** Likewise for the City of Friendswood, we will create a cost-effective, community-relevant, and safe Blackhawk Emergency Shelter that solves your functional needs.

OUR PROPOSED PROJECT WORK PLAN

1. Discovery Phase

Visioning: We will meet with the City's project team to review project parameters, gather available materials, set initial stakeholder engagement strategies, and establish project schedule and deliverables.

Listening Tour: We strongly recommend that during the Discovery Phase, together with key stakeholders, we visit a minimum of three or four renovated emergency shelter facilities in Texas or elsewhere that offer compelling opportunities to glean design strategies for the Blackhawk Emergency Shelter project. Not only will this allow City staff and other participants to form a shared vision for the new facility, it will allow everyone to develop a common understanding about current projects and observe what works and what doesn't.

Public Engagement and Needs Assessment: As mentioned, we value multiple voices and diverse perspectives. It is our experience that communicating well with the public enriches and enhances our designs and builds consensus and "buy-in" for the project's goals. PGAL Principal Paul Bonnette is skilled at public engagement and can customize our process to match your desire for the level of involvement of the community. If desired, public meetings may be held to present current findings and recommendations as well as to seek additional input as the project progresses.

2. Programming

PGAL will work with the City to develop a written program of requirements listing the proposed activities and spaces, quantity and size, and other desired features. This will be submitted initially as a rough draft to the City's project team for review and necessary revisions. Thereafter, working with the City, we will develop Room Data Sheets for every proposed space in the renovated facility. The written program will include:

- Site and building goals, challenges, and opportunities.
- Descriptions of programs and services.
- Quantified list of spaces and their respective size.
- Technology and AV
- Security and envelope hardening
- Amenities, ambiance, and atmosphere
- HVAC, electrical, and other building systems
- Furniture and equipment required
- Custodial and maintenance issues
- Sustainable design goals and preferences
- Other operational requirements.

Initial Construction Cost Estimate: At the conclusion of programming, we will present budget scenarios with total square footage options times unit costs (\$/SF), based on research and experience with similar facilities. These scenarios will include budgets for sitework and "soft" costs and will give the City some flexibility in establishing or confirming an acceptable budget before design begins. The program will serve as the basis for all subsequent design work.

3. Analysis and Planning

PGAL will gather and review background materials, studies, surveys, utilities, and other pertinent information regarding the proposed project. Our team, including subconsultants, will visit and analyze the site to evaluate conditions, opportunities, and constraints. We will prepare graphic and/or written exhibits illustrating our findings including such things as existing building constraints, structural limitations, HVAC system condition, fire alarm and life safety systems, pedestrian movement, vehicular points of access, environmental opportunities and challenges, linkages, utilities, etc.

4. Conceptual Development

We believe it is our job to not only engage our client and stakeholders in the design process but also to inspire them to consider new possibilities and opportunities that results from a collaborative approach. We propose to hold a design charrette (a participatory, actual design session) with the City's project team and other stakeholders. We will provide a "kit of parts" (program space cutouts to scale) and a building plan to engage them in the actual design of the Blackhawk Emergency Shelter. This will give us a great foundation to work with as we refine the results into a more specific floor plan and 3D design.

After refining the work accomplished during the charrette into multiple conceptual site/floor plan options, we will again meet with the City's project team to present those alternatives. In a workshop setting, we will compare the benefits and liabilities of each option so that you will be able to make informed decisions about the concepts that will serve you best. If necessary, we will develop subsequent options for your review and approval. Thereafter, we will further refine and finalize the selected scheme.

5. Budget and Schedule

Working with our construction cost estimator, we will develop a preliminary project cost estimate to include the site and building construction costs, furniture, equipment, A&E fees, and other potential soft costs. Based on the chosen delivery method, we will create a project schedule outlining phases and tasks ahead.

6. Public Presentations and Approval

We will develop presentation drawings and documents in the appropriate formats (book, slideshow, etc.) to present to the City Council as needed for approval.

7. Selecting the CMAR

If a CMAR delivery method is chosen for this project, PGAL will assist the City in obtaining a CMAR, preparing the CMAR RFQ, and participating in the selection process as needed. We have completed dozens of municipal CMAR projects in Texas and are well equipped to advise the City on steps to fully evaluate the use of this delivery method. We have relationships with many of the CMARs and General Contractors in the area. We can make sure that qualified companies are aware of the project and are prepared to submit when the RFP is issued.

8. Expanded Schematic Design

In this phase, we will develop the selected concept in greater detail including the utilization of 3D development with design and material selections. At PGAL, we take this phase significantly further than the norm in order to obtain better cost estimation earlier in the process and to lay a better foundation of information to promote on-time delivery of the subsequent phases and documents. Our deliverables will include:

- Site plan in color
- Floor plans in color, with furniture and equipment layouts
- 3D SketchUp models showing exterior mass and materials
- Computer 3D renderings of interior and exterior views
- Basis of design narrative for MEP
- Project cost estimate

9. Design Development

During this phase, we will develop the design using Autodesk Revit as our Building Information Modeling (BIM) software. We will meet with the project team, construction manager, and others to develop the projects in more detail.

Furniture and equipment layouts will be designed, material selections will be made, and the floor plan will be refined. Concurrently, we will work with our consultants on the preliminary engineering for, and integration of, the structure, air conditioning, plumbing, and electrical systems. Most of the decisions requiring Owner input and approval will be made, and an updated cost estimate will be provided.

10. Construction Documents

With most of the Owner-related decisions made and the design of the project developed in considerable detail, we will prepare the drawings and specifications that will be used for bidding and construction. We perform periodic and thorough reviews of our own work and that of our consultants so that the project remains on schedule and the documents are coordinated and clear. Interim submittals will be made at 30 percent, 60 percent, and 90 percent CD completion, or as acceptable to the client, and an updated statement of probable cost will be provided.

II. Bidding and Permitting

We will work with the City to issue the construction documents for bidding and assist you in review of the proposals received.

12. Construction Administration

Our attention to detail continues in the construction administration phase wherein we provide ongoing attendance at progress meetings, review submittals, process applications for payment, oversee building commissioning, and all other duties described in the general conditions of the contract. We also make periodic visits during construction to observe the progress, craftsmanship, and quality of materials. At the end of construction, we diligently pursue the status and completion of all outstanding items, submission of closeout documents, systems training, and timely completion of the punch list. We will always protect the best interests of the City of Friendswood. Our goal is to make sure you receive the design we all envisioned and the quality required.

SCHEDULE & BUDGET MANAGEMENT

Maintaining Schedules

PGAL has a superb track record of meeting deadlines and is proactive and organized in our management of the systems and processes for ensuring timely performance. Utilizing leadership skills honed from years of experience, we manage the process to guide our client through reviews and decision-making, reliably predicting our workloads and avoiding bottlenecks.

Good schedule control systems provide a discipline to think through the process and knit the project team together. These systems and schedule allow individual project team members to see their responsibilities and the “details of the moment” in the context of the entire program. As Project Manager, one of Ryan Bass’ key functions will be to keep schedule milestones, critical path elements, and review dates on target, beginning with the confirmation of the City’s critical dates during initial work sessions.

The published dates for the start of construction and project completion will require a commitment from all team members including the architect, engineer, specialty subconsultants, general contractor, and the City to provide timely submittals and approvals to stay on schedule.

A schematic design package from PGAL is as complete as many of our competitors’ design development packages, and likewise our design development package has many elements and details included in most firms’ construction documents. This pushing forward of decision-making provides the project with a two-fold benefit:

- › By defining more complete systems and finishes earlier, the cost estimator has better information on which to base early estimates, thereby eliminating surprises later in the process.
- › By pushing forward decision making in the early design phases, we reduce the time allotted for later phases of construction documents.

PGAL has proven this method of operation necessitates little, if any, need for schedule recovery. If the project does fall behind due to some unforeseen development, PGAL has the resources to assign a recovery team to any area of the project, assuring the City completion of this project, as scheduled.

Achieving Value

We believe value engineering should not be considered a phase that comes between bidding and construction, but a methodology that is intrinsic to the design process. When it becomes a phase only, rarely is any “value” achieved for the City.

Throughout the design process, we will use an ongoing value-engineering process working directly with our consultants and the contractor to reduce unnecessary costs and increase efficiency. Together, we will evaluate and compare alternate materials, building systems, and construction details. Significant issues and analyses that affect quality or cost will be discussed with you so that informed decisions can be made prior to proceeding.

COST ESTIMATING

The key to achieving value for our clients is our aggressive approach in obtaining reliable cost information as soon as possible so that cost adjustments can be made in a timely manner and with minimum impact. Our aggressive and proactive approach to design and budget helps us stay in front of escalating construction costs. Cost estimating begins at the earliest stages of a project and evolves quickly into detailed budgets for every system in the project. The design for each system is then aimed at a specific budget, even in schematic design.

Throughout the design development and construction document phases, we will work early and diligently with our cost estimator to prepare a detailed takeoff estimate and update that through each phase.

PROACTIVE QA/QC METHODOLOGY

Architecture is not an assembly-line, repetitive creation of a product. The end result is a one-time, custom creation tailored to serve the unique needs and desires of a unique client, site, local context, and other inherent distinctions.

The PGAL approach stresses quality management throughout the project by all team members. We are very proactive in our efforts to produce accurate, detailed plans and specifications. Over time, PGAL has developed an aggressive, proactive, and ongoing quality assurance methodology:

1. A written quality assurance plan is developed and reviewed by PGAL's quality assurance officer. The plan defines roles, standard procedures for reporting and communications, deliverables, a common work breakdown structure, project work plan/schedule, and labor-hour budgets for each task, by discipline.
2. We employ quality-oriented staff and use a "real time" QA approach based on personal accountability and continual testing of decisions and documentation.
3. Project leaders must track QA checklist templates for each phase of work.
4. We also utilize in-house conferences and senior level project management reviews prior to all key delivery milestones to challenge and confirm the validity of key issues and document quality.
5. With the use of Autodesk Revit as our BIM platform, we add additional layers of quality assurance:
 - Improved design communication and visualization.
 - Streamlining of multidiscipline coordination issues.
 - 3rd party validation of 2D construction documents.
 - Constructibility reviews.
 - Discrepancy and collision reports.

Our QA/QC Tim Konganda is a principal at PGAL and

has extensive experience reviewing storm shelters throughout Texas. His expertise will provide an advantage to the team and the City of Friendswood to ensure that the Blackhawk Emergency Center is used for its highest purpose: to keep the residents of Friendswood safe through any emergency.

WORKING WITH FEDERAL AGENCIES

Since many of our projects are for public entities, we are familiar with working with city, county, state, and federal agencies. Each has processes and procedures to be followed, and all guidelines need to be discussed at the beginning of each project to ensure that all parties understand requirements, needs, and expectations. Several of our previously listed projects are in some way funded by grants. The City of Baytown EMS Station and the Aransas County/City of Rockport project are both funded in part with State of Texas CDBG / GLO grants. We have worked on several projects that Hurricane Ike and Harvey relief funds have funded. While not itself a federal agency, the Federal Reserve Bank of Dallas – Houston Branch has several federal tenant spaces within it that PGAL designed. The City of Conroe Police Training Facility is currently under construction and has provisions for housing members of a federal agency. Our knowledge of working with these entities and our ability to provide well-designed and comfortable spaces for the community at large make us the perfect team for this project.

REFERENCES

PGAL

CITY OF BAYTOWN
**EMS BUILDING ADDITION +
 RENOVATION**
 BAYTOWN, TEXAS



Mr. Dana Dalbey
 Assistant Fire Chief
 201 E. Wye Dr.
 Baytown, Texas 77521
 281.420.5381
dana.dalbey@baytown.org

ARANSAS COUNTY + CITY OF ROCKPORT
**JOINT COUNTY COURTHOUSE +
 ROCKPORT CITY HALL**
 ROCKPORT, TEXAS



Mr. Kevin Carruth
 City Manager
 2751 State Highway 35 Bypass
 Rockport, Texas 78382
 361.729.2213 x 253
citymgr@cityofrockport.com

CITY OF CONROE
**POLICE TRAINING CLASSROOM
 BUILDING**
 CONROE, TEXAS



Mr. Jeff Christy
 Chief of Police
 2300 Plantation Drive
 Conroe, Texas 77303
 936.522.3302
jchristy@cityofconroe.org

HARRIS COUNTY
**LEONEL J. CASTILLO COMMUNITY
 CENTER**
 HOUSTON, TEXAS



Mr. Rich Elwood
 Director
 1301 Prairie St., 7th Floor
 Houston, Texas 77002
 713.274.1531
rich.elwood@eng.hctx.net

City of Friendswood

Acknowledgement of Addendums

Date: February 1, 2020

To: Potential Consultants

From: Hailee Medwedeff, CFM, Project Manager

Re: RFQ 2021-02 Blackhawk Emergency Shelter Addenda

This signed document shall be included in the final RFQ submittal. This is to serve as an official acknowledgment any addenda that were issued have been received and the contents understood.

Please list addenda by number and date.

Addendum No. 1 dated 2/1/2021

Addendum No. 2 dated 2/3/2021

Addendum No. 3 dated 2/5/2021

Name: 
(signature)

Name: Paul Bonnette
(printed name)

Name: PGAL, Inc.
(company name)



ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER

HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

3131 BRIARPARK, SUITE 200
HOUSTON, TEXAS 77042
T 713 622 1444

PGAL.COM

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: April 5, 2021

Date submitted: 03/02/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on the appointment of the City Secretary.

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Leticia Brysch has been appointed as Friendswood's City Secretary. She has worked in government for over 16 years, 15 of which were in the City Clerk/Secretary's Office. Most recently as the City Clerk for the City of Baytown for the past 12 years. She is very knowledgeable in a variety of areas including electronic records retention, election law, technology implementation, and process streamlining. She comes to the City highly recommended by several co-workers as well as City of Baytown administration and is well respected by her peers. We are very fortunate to have her join this organization and look forward to her transforming the City Secretary's Office under her leadership.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Recommend Council ratify the appointment of Leticia Brysch as the City's next City Secretary.

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: April 5, 2021

Date submitted: 03/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on the architectural and engineering design services for the Fire Station No. 2 Reconstruction Project.

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

In November 2019, voters approved a bond proposition which included approximately \$4.1 M to replace an aging Fire Station Number 2. The facility is located at 2605 West Parkwood Drive and is utilized by the Friendswood Volunteer Fire Department. The new facility will be constructed on the same parcel.

Input and feedback for this project was received from members of the Friendswood Volunteer Fire Department as well as City Staff in the Fire Marshal Office, IT, Public Works, Community Development, and Engineering Departments.

PGAL, the architectural firm for this project, has completed programming and this project is now ready to enter into the design phase.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

PGAL will work in conjunction with the City's Construction Manager-at-Risk (CMAR) and City Engineering Staff in design development followed by the creation of construction documents. The CMAR will develop a Guaranteed Maximum Price to be presented to the City Council for approval in Fall 2021.

The Contract for Professional Services is valued at \$457,475.

RECOMMENDATIONS

Authorize the Mayor to execute the Contract for Professional Services with PGAL for the Fire Station No. 2 Reconstruction Project

ATTACHMENTS

1. PGAL Professional Services - Design Phase Architect - FS#2

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**CONTRACT FOR
PROFESSIONAL SERVICES - ARCHITECT**

THIS AGREEMENT, entered into as of this 5TH day of APRIL 2021, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Friendswood and PGAL, INC., 3131 BRIARPARK DR. SUITE 200, HOUSTON, TX 77042 (hereinafter called the "ARCHITECT") acting herein by PAUL BONNETTE, PRINCIPAL-IN-CHARGE hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ARCHITECT to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as FIRE STATION #2 RECONSTRUCTION & TRAINING FIELD UPGRADES DESIGN SERVICES DEFINED IN THE ATTACHED PROPOSAL: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ARCHITECT

The CITY hereby agrees to engage the ARCHITECT and the ARCHITECT hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Galveston County, Texas.

II. SCOPE OF SERVICES

Architectural services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, plans, and specifications for FIRE STATION #2 RECONSTRUCTION & TRAINING FIELD UPGRADES.

The work is further described in detail on Attachment A – PGAL, INC. proposal dated MARCH 9TH, 2021 and shall include a proposed schedule for the design of the project.

III. TIME OF PERFORMANCE

00410-1

ARCHITECT shall proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within FOUR HUNDRED EIGHTY (480) calendar days after execution, unless delayed by causes outside the control of ARCHITECT, and shall proceed with subsequent work only on authorization by CITY. ARCHITECT shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ARCHITECT

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing, and available, for the carrying out of the work of the ARCHITECT as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ARCHITECT and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto (including subcontracted Architectural and professional services as described in Attachment A) shall not exceed the sum of FOUR HUNDRED FIFTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-FIVE Dollars and ZERO CENTS (\$457,475) unless specifically authorized by the CITY.

B. PAYMENT

ARCHITECT shall invoice CITY monthly for its services and charges incurred by ARCHITECT for services performed under the direction and control of ARCHITECT as described herein.

CITY agrees to pay ARCHITECT at its office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within thirty-one days (31 D) after date of invoice. The ARCHITECT shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES – as stated in Attachment A of ARCHITECT'S Proposal and shall not exceed the limits proposed. All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.
2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.
3. ARCHITECT shall not charge for corrections of errors and omissions, by the ARCHITECT, to the design of the project.

VI. RECORDS

ARCHITECT shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ARCHITECT for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. ARCHITECT may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ARCHITECT are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ARCHITECT for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ARCHITECT. Any such verification or adaption shall entitle ARCHITECT to further compensation at rates to be agreed upon by CITY and ARCHITECT.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Friendswood, its officers, agents and employees shall be named as an additional Insured. The ARCHITECT shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself

or by any agent or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance). ARCHITECT shall require all subcontractors to purchase, maintain and keep in force the same types of insurance policies and coverages:

- A.** Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of Friendswood, its officers, agents and employees), with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
 - 1.** Bodily injury five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/five hundred thousand dollars (\$500,000) per occurrence.
 - 2.** Property Damage one hundred thousand dollars (\$100,000) per occurrence.
 - 3.** Minimum aggregate policy year limit one million dollars (\$1,000,000).
- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - 1.** Minimum combined single limit of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage.
 - 2.** If individual limits are provided minimum limits are three hundred thousand dollars (\$300,000) per person, five hundred thousand dollars (\$500,000) per occurrence for bodily injury and one hundred thousand dollars (\$100,000) per occurrence for property damage.
- D.** Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.
- E.** ARCHITECT also agrees to maintain Professional Liability Insurance coverage of one million dollars (\$1,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against

damages arising from the ARCHITECT'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two (2) years after the ARCHITECT'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed two-hundred thousand dollars (\$200,000) unless specifically approved by the CITY.

ARCHITECT shall cause ARCHITECT'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ARCHITECT and insurance companies, and policy numbers, effective dates and expiration dates, and provide proof that the CITY is an additional insured) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items A, B, C, D, and E; and before commencing any of the work and within the time otherwise specified, ARCHITECT shall file said completed Form with the CITY. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen days (15 D) prior written notice has been given to the CITY. ARCHITECT shall also file with the CITY valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with CITY not more than ten days (10 D) after execution of this Contract.

IX. PROFESSIONAL LIABILITY

- A.** ARCHITECT must perform services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect. ARCHITECT shall use that degree of care and skill ("Professional Standard of Care") in the preparation of designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ARCHITECT for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ARCHITECT for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public. ARCHITECT shall immediately make the CITY aware of any fault or defect in the project based

on its observations, including any errors, omissions, or inconsistencies in the ARCHITECTS Documents or Instruments of Service.

- B.** If services include periodic visits to the site to observe work performed by another Contractor, ARCHITECT shall exercise its Professional Standard of Care during site observations to determine if the Contractor is performing the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ARCHITECT does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ARCHITECT'S on-site observations as an experienced and qualified design professional, ARCHITECT shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ARCHITECT during its observations or otherwise brought to the ARCHITECT'S attention in the course of construction.

X. INDEMNIFICATION

ARCHITECT SHALL INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, OR CAUSED BY THE, ERRORS OR OMISSIONS OF THE ARCHITECT, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBARCHITECTS IN THE PERFORMANCE OF THIS AGREEMENT.

ARCHITECT SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ARCHITECT AND SHALL INDEMNIFY— AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE TO THE EXTENT ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ARCHITECT SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ARCHITECT'S EMPLOYEES. FURTHER, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBARCHITECT OR SUPPLIER OF ARCHITECT, ITS

OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ARCHITECT OR AS A RESULT OF ARCHITECT'S FAILURE TO EXERCISE ITS PROFESSIONAL STANDARD OF CARE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY TO THE EXTENT ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ARCHITECT IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ARCHITECT REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER HOWEVER, ARCHITECT SHALL ONLY PROVIDE INDEMNIFICATION TO THE PROPORTIONAL EXTENT OF THEIR NEGLIGENCE.

THE ARCHITECT SHALL REQUIRE ALL OF ITS APPROVED SUBARCHITECTS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:	ARCHITECT:
CITY OF FRIENDSWOOD	PGAL, INC.
910 S. FRIENDSWOOD DR.	3131 BRIARPARK DR. SUITE 200
FRIENDSWOOD, TEXAS 77546	HOUSTON, TX 77042
Attn: HAILEE MEDWEDEFF	Attn: PAUL BONNETTE
Title: PROJECT MANAGER	Title: PRINCIPAL-IN-CHARGE

All notices and communications under this Contract shall be mailed or delivered to CITY and ARCHITECT at the above addresses, respectively.

XII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

XIII. SUCCESSORS AND ASSIGNMENTS

The CITY and the ARCHITECT each binds themselves and their successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in

PB

respect to all covenants of this Contract. Except as above, neither the CITY nor the ARCHITECT shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the ARCHITECT shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ARCHITECT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the ARCHITECT of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ARCHITECT under this Contract shall become the property of the CITY, and the ARCHITECT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ARCHITECT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ARCHITECT and the CITY may withhold any payment to the ARCHITECT for the purpose of setoff until such time as the exact amount of damages due the CITY from the ARCHITECT is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least thirty days (30 D) notice in writing to the ARCHITECT. If the Contract is terminated by the CITY as provided herein, the ARCHITECT shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ARCHITECT, other terms and conditions contained in Paragraph 14 of this Contract relative to termination shall apply.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the ARCHITECT under this Contract. Such changes, including any increase or decrease in the amount of the ARCHITECT'S compensation, which are mutually agreed upon by and between the CITY and ARCHITECT shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

A. The ARCHITECT represents that it has, or shall secure at its own expense,

all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B.** All of the services required hereunder shall be performed by the ARCHITECT or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- C.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

The ARCHITECT shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

XIX. CIVIL RIGHTS

The ARCHITECT shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex or national origin, while performing work on behalf of the CITY.

The ARCHITECT shall carry out its work under this Contract in a manner that shall ensure full compliance by the CITY with the Statute.

XX. INTEREST OF ARCHITECT AND EMPLOYEES

The ARCHITECT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ARCHITECT further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ARCHITECT.

XXI. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract 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 Contract shall be amended to make such insertion upon application by either party.

XXII. VENUE

Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

XXIII. TIME IS OF THE ESSENCE

Time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**PROFESSIONAL SERVICES
FOR ARCHITECT**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of ARCHITECT by PAUL BONNETTE its PRINCIPAL-IN-CHARGE shown below, and on behalf of the CITY by MIKE FOREMAN, its Mayor, thereto duly authorized this 5TH day of APRIL 2021.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

ARCHITECT:

CITY OF FRIENDSWOOD, TEXAS

PGAL, INC.

MAYOR

BY: 
PRINCIPAL-IN-CHARGE

DATE: _____

DATE: 3/15/21

ATTEST:

ATTEST:

CITY SECRETARY



(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



Attachment A

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING



March 9, 2021

Ms. Hailee Medwedeff
Project Manager
City of Friendswood Engineering Division
15355 Blackhawk Blvd.
Friendswood, TX 77546
Voice: (281) 993-3402
Email: hmedwedeff@friendswood.com

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

RE: Scope of Services and Fee Proposal
City of Friendswood Fire Station No.2 Replacement – Final Design Phase

Dear Ms. Medwedeff

The office of PGAL is pleased to present this scope of work and fee proposal for the final design for replacement of Fire Station No. 2 in Friendswood, Texas. PGAL has previously completed a pre-design and programming study for the facility and we are now prepared to complete the project providing A/E services for schematic design, design development, construction documentation, bidding and construction administration.

PROJECT UNDERSTANDING

The City of Friendswood, with the assistance of PGAL, has defined a viable solution to the City's needs, based on the programming / conceptual design study and cost estimate exercise completed on February 1, 2021.

The existing Fire Station No.2 and Training Field is located at 2605 West Parkwood Drive, Friendswood Texas, 77546. The current facility and training field is to be demolished and a new 7,700 GSF facility and training field built in its place.

The New Fire station 2 will include 3 back-in Apparatus Bays with glass bi-folding bay doors on the front of the building facing the street. The facility will also include apparatus support spaces, lobby, office space, dayroom, kitchen, dorms, shower / restrooms, outdoor patio space, and a mezzanine to be utilized as a fitness area. We will design the station with the option for a future addition.

Public and secure parking areas will be included along with a perimeter fence around the entire property

The Training field upgrades will include, roof prop training structure, storage buildings, new paving for apparatus simulation, 20x40 gravel pad, propane tank, and training field lighting.

SCOPE OF WORK

The previous effort provided a facility program to accurately reflect the needs of the Fire department. In the upcoming final design phase of the work PGAL and the A/E team will complete the construction documents for bidding/GMP and provide construction administration services through the completion of the project.

Our consultants for the project will provide civil engineering, landscape architecture, structural engineering, mechanical, electrical, fire protection and plumbing engineering, information technology and security consulting. We will provide infrastructure for audio visual systems for cabling and devices to be provided by the owner. We have also included basic MEP commissioning based on the requirements of the 2015 IECC as part of the basic services scope of work.

The scope of work of the training field will include the driveway and paved areas, design of the gravel pit, framing and structure for the roof apparatus, foundations and/or bases for the storage buildings, and MEP infrastructure for a future drill tower.

PGAL will work closely with the selected Construction Manager at Risk (CMAR), Christensen Building Group, throughout the development of the design and drawings, reviewing cost estimates, constructability and construction sequencing. We will make adjustments to the drawings based on meetings with and review comments from the CMAR.

COMPENSATION

As requested, we have provided a lump sum fee:

Schematic Design (5%)	\$ 21,224.00
Design Development (30%)	\$ 127,342.00
Construction Documents (45%)	\$ 169,790.00
Bid/Negotiating (5%)	\$ 21,224.00
Construction Administration (20%)	\$ 84,895.00
Subtotal (100%)	\$ 424,475.00
IECC 2015 Commissioning (Code Required)	\$ 12,000.00
Geotechnical Investigation & Report	\$ 10,000.00
Windstorm Inspection	\$ 6,000.00
Subtotal	\$ 28,000.00
Total	\$ 452,475.00

Reimbursable Expenses: PGAL would expect to be reimbursed for any out of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost and are estimated not-to-exceed **\$5,000** to complete the project through construction.

Additional Services: If services other than those described above are requested and approved by the City of Friendswood, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2021. Additional Services include but are not limited to the following:

Any design consultants other than those specifically included
Design of training tower or associated structure
Design and/or renovation of burn building
Design of off-site work
Design of a traffic signal
Traffic study
Audio Visual system consulting
Acoustical consulting
Furniture design and specification
Professional renderings, models and computer animations
Detailed cost estimates
Environmental consulting
Construction materials testing
Revisions to approved documents
LEED consulting or certification fees
Permit fees
Design of radio/communications tower
Energy Code certification

Terms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

PROJECT SCHEDULE

PGAL is prepared to deliver this project in accordance with the following schedule:

- Schematic / Design Development April 5 – June 4, 2021
- Construction Documents June 7 – August 31, 2021
- Bid/GMP Approval September 1 – November 1, 2021
- NTP/Construction November 8, 2021 – August 31, 2022

Ms. Hailee Medwedeff
Project Manager, City of Friendswood Engineering Division
Fire Station No. 2 Replacement
March 9, 2021
Page 4

Thank you again for the opportunity to serve the City of Friendswood. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Bonnette', with a vertical line to its left.

Paul D. Bonnette, AIA
Principal

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: April 5, 2021

Date submitted: 03/08/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action on the architectural and engineering design services for the Public Safety Building Expansion Project.

Originating Department: Engineering

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

In November 2019, voters approved bond proposition which included approximately \$5M for the expansion of the existing Public Safety Building. This facility is located at 1600 Whitaker Dr and is utilized by the Friendswood Police Department, Municipal Courts, and Fire Marshal's Office. The expansion is to be constructed on the same parcel.

Input and feedback for this project was received from City Staff in the Fire Marshal Office, Municipal Courts, Police, Park & Recreation, IT, Public Works, Community Development, and Engineering Departments.

PGAL, the architectural firm for this project, has completed programming and this project is now ready to enter into the design phase.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

PGAL will work in conjunction with the City's Construction Manager-at-Risk (CMAR) and City Engineering Staff in design development followed by the creation of construction documents. The CMAR will develop a Guaranteed Maximum Price to be presented to the City Council for approval in Fall 2021.

The Contract for Professional Services is valued at \$444,975.

RECOMMENDATIONS

Authorize the Mayor to execute the Contract for Professional Services with PGAL for the Public Safety Building Expansion Project

ATTACHMENTS

1. PGAL Professional Services - Design Phase Architect - PSB

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**CONTRACT FOR
PROFESSIONAL SERVICES - ARCHITECT**

THIS AGREEMENT, entered into as of this 5TH day of APRIL, 2021, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Friendswood and PGAL, INC., 3131 BRIARPARK DR. SUITE 200, HOUSTON, TX 77042 (hereinafter called the "ARCHITECT") acting herein by PAUL BONNETTE, PRINCIPAL-IN-CHARGE hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ARCHITECT to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as PUBLIC SAFETY BUILDING EXPANSION DESIGN PHASE DEFINED IN THE ATTACHED PROPOSAL: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ARCHITECT

The CITY hereby agrees to engage the ARCHITECT and the ARCHITECT hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Galveston County, Texas.

II. SCOPE OF SERVICES

Architectural services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, plans, and specifications for PUBLIC SAFETY BUILDING EXPANSION.

The work is further described in detail on Attachment A – PGAL, INC. proposal dated APRIL 5TH, 2021 and shall include a proposed schedule for the design of the project.

III. TIME OF PERFORMANCE

ARCHITECT shall proceed immediately upon execution of this Contract with

00410-1

performance of the services called for under the Basic Services with completion within FOUR HUNDRED EIGHTY (480) calendar days after execution, unless delayed by causes outside the control of ARCHITECT, and shall proceed with subsequent work only on authorization by CITY. ARCHITECT shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ARCHITECT

It is agreed that the CITY shall furnish, without charge, for the purpose of the Contract, information, data, reports, records, and maps as are existing, and available, for the carrying out of the work of the ARCHITECT as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ARCHITECT and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto (including subcontracted Architectural and professional services as described in Attachment A) shall not exceed the sum of FOUR HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE Dollars and ZERO CENTS (\$444,975) unless specifically authorized by the CITY.

B. PAYMENT

ARCHITECT shall invoice CITY monthly for its services and charges incurred by ARCHITECT for services performed under the direction and control of ARCHITECT as described herein.

CITY agrees to pay ARCHITECT at its office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within thirty-one days (31 D) after date of invoice. The ARCHITECT shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES — as stated in Attachment A of

ARCHITECT'S Proposal and shall not exceed the limits proposed. All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.

2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.
3. ARCHITECT shall not charge for corrections of errors and omissions, by the ARCHITECT, to the design of the project.

VI. RECORDS

ARCHITECT shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ARCHITECT for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

VII. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. ARCHITECT may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ARCHITECT are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ARCHITECT for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ARCHITECT. Any such verification or adaption shall entitle ARCHITECT to further compensation at rates to be agreed upon by CITY and ARCHITECT.

VIII. INSURANCE

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Friendswood, its officers, agents and employees shall be named as an additional Insured. The ARCHITECT shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any agent or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

(no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific dollar amount) aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or certificate of insurance). ARCHITECT shall require all subcontractors to purchase, maintain and keep in force the same types of insurance policies and coverages:

- A.** Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of Friendswood, its officers, agents and employees), with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
 - 1.** Bodily injury five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/five hundred thousand dollars (\$500,000) per occurrence.
 - 2.** Property Damage one hundred thousand dollars (\$100,000) per occurrence.
 - 3.** Minimum aggregate policy year limit one million dollars (\$1,000,000).
- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
 - 1.** Minimum combined single limit of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage.
 - 2.** If individual limits are provided minimum limits are three hundred thousand dollars (\$300,000) per person, five hundred thousand dollars (\$500,000) per occurrence for bodily injury and one hundred thousand dollars (\$100,000) per occurrence for property damage.
- D.** Contractual Liability Insurance covering the indemnity provision of this contract in the same amount and coverage as provided for Commercial General Liability Policy, specifically referring to this Contract by date, job number and location.
- E.** ARCHITECT also agrees to maintain Professional Liability Insurance coverage of one million dollars (\$1,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ARCHITECT'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage

shall continue for a minimum of two (2) years after the ARCHITECT'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed two-hundred thousand dollars (\$200,000) unless specifically approved by the CITY.

ARCHITECT shall cause ARCHITECT'S insurance company or insurance agent to fill in all information required (including names of insurance agencies, ARCHITECT and insurance companies, and policy numbers, effective dates and expiration dates, and provide proof that the CITY is an additional insured) and to date and sign and do all other things necessary to complete and make into a valid certificate of insurance the CERTIFICATE OF INSURANCE Form attached to and made a part of this Contract, and pertaining to the above listed Items A, B, C, D, and E; and before commencing any of the work and within the time otherwise specified, ARCHITECT shall file said completed Form with the CITY. None of the provisions in said Form shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form contains a provision that coverages afforded under the policies shall not be altered, modified or cancelled unless at least fifteen days (15 D) prior written notice has been given to the CITY. ARCHITECT shall also file with the CITY valid CERTIFICATE(s) OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form(s) shall in any event be filed with CITY not more than ten days (10 D) after execution of this Contract.

IX. PROFESSIONAL LIABILITY

- A.** ARCHITECT must perform services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect. ARCHITECT shall use that degree of care and skill ("Professional Standard of Care") in the preparation of designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ARCHITECT for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ARCHITECT for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public. ARCHITECT shall immediately make the CITY aware of any fault or defect in the project based on its observations, including any errors, omissions, or inconsistencies in the ARCHITECTS Documents or Instruments of Service.

- B.** If services include periodic visits to the site to observe work performed by another Contractor, ARCHITECT shall exercise its Professional Standard of Care during site observations to determine if the Contractor is performing the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ARCHITECT does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ARCHITECT'S on-site observations as an experienced and qualified design professional, ARCHITECT shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ARCHITECT during its observations or otherwise brought to the ARCHITECT'S attention in the course of construction.

X. INDEMNIFICATION

ARCHITECT SHALL INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, OR CAUSED BY THE, ERRORS OR OMISSIONS OF THE ARCHITECT, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBARCHITECTS IN THE PERFORMANCE OF THIS AGREEMENT.

ARCHITECT SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ARCHITECT AND SHALL INDEMNIFY— AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE TO THE EXTENT ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ARCHITECT SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ARCHITECT'S EMPLOYEES. FURTHER, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBARCHITECT OR SUPPLIER OF ARCHITECT, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ARCHITECT OR AS A RESULT OF ARCHITECT'S FAILURE TO EXERCISE ITS PROFESSIONAL

STANDARD OF CARE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY TO THE EXTENT ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ARCHITECT IN THE PERFORMANCE OF THIS AGREEMENT.

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CITY:
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546
Attn: HAILEE MEDWEDEFF
Title: PROJECT MANAGER

ARCHITECT:
PGAL, INC.
3131 BRIARPARK DR. SUITE 200
HOUSTON, TX 77042
Attn: PAUL BONNETTE
Title: PRINCIPAL-IN-CHARGE

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personal liability on the part of any officer or agent of any public body which may be a party hereto.

XIV. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the ARCHITECT shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ARCHITECT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the ARCHITECT of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ARCHITECT under this Contract shall become the property of the CITY, and the ARCHITECT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ARCHITECT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ARCHITECT and the CITY may withhold any payment to the ARCHITECT for the purpose of setoff until such time as the exact amount of damages due the CITY from the ARCHITECT is determined.

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least thirty days (30 D) notice in writing to the ARCHITECT. If the Contract is terminated by the CITY as provided herein, the ARCHITECT shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ARCHITECT, other terms and conditions contained in Paragraph 14 of this Contract relative to termination shall apply.

XVI. CHANGES

The CITY may, from time to time, request changes in the scope of the services to be performed by the ARCHITECT under this Contract. Such changes, including any increase or decrease in the amount of the ARCHITECT'S compensation, which are mutually agreed upon by and between the CITY and ARCHITECT shall be incorporated in written amendments to this Contract.

XVII. PERSONNEL

- A.** The ARCHITECT represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B.** All of the services required hereunder shall be performed by the ARCHITECT or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.
- C.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

The ARCHITECT shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

XIX. CIVIL RIGHTS

The ARCHITECT shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex or national origin, while performing work on behalf of the CITY.

The ARCHITECT shall carry out its work under this Contract in a manner that shall ensure full compliance by the CITY with the Statute.

XX. INTEREST OF ARCHITECT AND EMPLOYEES

The ARCHITECT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ARCHITECT further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ARCHITECT.

XXI. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract 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 Contract shall be amended to make such insertion upon application by either party.

XXII. VENUE

Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

XXIII. TIME IS OF THE ESSENCE

Time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract.

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**PROFESSIONAL SERVICES
FOR ARCHITECT**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of ARCHITECT by PAUL BONNETTE its PRINCIPAL-IN-CHARGE shown below, and on behalf of the CITY by MIKE FOREMAN, its Mayor, thereto duly authorized this 5TH day of APRIL 2021.

ACCEPTED:

PROPOSED AND AGREED TO:

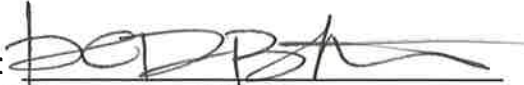
CITY:

ARCHITECT:

CITY OF FRIENDSWOOD, TEXAS

PGAL, INC.

MAYOR

BY: 
PRINCIPAL-IN-CHARGE

DATE: _____

DATE: 3/15/21

ATTEST:

ATTEST:

CITY SECRETARY



(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



Attachment A

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING



March 9, 2021

Ms. Hailee Medwedeff
Project Manager
City of Friendswood Engineering Division
15355 Blackhawk Blvd.
Friendswood, TX 77546
Voice: (281) 993-3402
Email: hmedwedeff@friendswood.com

RE: Scope of Services and Fee Proposal
City of Friendswood Public Safety Expansion and Renovation Final Design Phase

Dear Ms. Medwedeff,

The office of PGAL is pleased to present this scope of work and fee proposal for the final design of the Public Safety Expansion and Renovation project located in Friendswood, Texas. PGAL has previously completed a pre-design and programming study for the facility and we are now prepared to complete the project providing A/E services for schematic design, design development, construction documentation, bidding and construction administration.

PROJECT UNDERSTANDING

The City of Friendswood, with the assistance of PGAL, has defined a viable solution to the City's needs, based on the programming / conceptual design study and cost estimate exercise completed on February 1, 2021.

The existing City of Friendswood Public Safety Building is located at: 1600 Whitaker Dr. in Friendswood Texas, 77546. The current building is approximately 27,390 sq. ft. and houses the Police Department, Fire Marshal, Emergency Management and Municipal Courts areas including separate police and courts lobbies, restrooms, breakrooms, jail cells, court room, court clerk space, offices, dispatch, and mechanical / electrical spaces. The site accommodates a public parking lot and secure parking for patrol cars and officer/staff personal vehicles.

The City of Friendswood is interested in expanding the existing Public Safety building. The proposed new addition to the building will include Patrol, CID, Admin, and Locker room spaces.

If budget allows, additional renovations within and outside of the existing building will include restrooms and secure lobby vestibule in the Courts area, reconfiguration in the Fire Marshal's office, expansion of the EOC, renovation of existing CID offices., replacement of the existing roof, repair work to the existing secure perimeter wall, and repair and or replacement of the existing building mechanical systems.

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

SCOPE OF WORK

The previous effort provided a facility program to accurately reflect the needs of the Police department. In the upcoming final design phase of the work PGAL and the A/E team will complete the construction documents for bidding/GMP and provide construction administration services through the completion of the project.

Our consultants for the project will provide civil engineering structural engineering, mechanical electrical fire protection and plumbing engineering, information technology and security consulting. We will provide infrastructure for audio visual systems for cabling and devices to be provided by the owner. We have also included basic MEP commissioning based on the requirements of the 2015 IECC as part of the basic services scope of work.

PGAL will work closely with the selected Construction Manager at Risk (CMAR), Core Construction, throughout the development of the design and drawings, reviewing cost estimates, constructability and construction sequencing. We will make adjustments to the drawings based on meetings with and review comments from the CMAR.

COMPENSATION

As requested, we have provided a lump sum fee:

Schematic Design (5%)	\$ 20,399.00
Design Development (30%)	\$ 122,392.00
Construction Documents (45%)	\$ 163,190.00
Bid/Negotiating (5%)	\$ 20,399.00
Construction Administration (20%)	\$ 81,595.00
Subtotal (100%)	\$407,975.00

IECC 2015 Commissioning (Code Required)	\$ 16,000.00
Geotechnical Investigation & Report	\$ 10,000.00
Windstorm Inspection	\$ 6,000.00
Subtotal	\$ 32,000.00

Total	\$439,975 .00
--------------	----------------------

Reimbursable Expenses: PGAL would expect to be reimbursed for any out of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost and are estimated not-to-exceed **\$5,000** to complete the project through construction.

Ms. Hailee Medwedeff
Project Manager, City of Friendswood Engineering Division
Public Safety Expansion and Renovation
March 9, 2021
Page 3

Additional Services: If services other than those described above are requested and approved by the City of Friendswood, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2021. Additional Services include but are not limited to the following:

Any design consultants other than those specifically included

Design of off-site work

Design of a traffic signal

Traffic study

Energy Code certification

Security consulting

Audio Visual system consulting

Acoustical consulting

Furniture design and specification

Professional renderings, models and computer animations

Detailed cost estimates

Environmental consulting

Construction materials testing

Revisions to approved documents

LEED consulting or certification fees

Permit fees

Design of radio/communications tower

Terms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

PROJECT SCHEDULE

PGAL is prepared to deliver this project in accordance with the following schedule:

- Schematic /Design Development April 5 – June 4, 2021
- Construction Documents June 7 – August 31, 2021
- Bid/GMP Approval September 1 – November 1, 2021
- NTP/Construction November 8, 2021 – August 31, 2022

Thank you again for the opportunity to serve the City of Friendswood. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Bonnette', with a vertical line to its left.

Paul D. Bonnette, AIA
Principal

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: April 5, 2021

Date submitted: 03/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding approval of the schedule for the City's General Obligation Improvement and Refunding Bonds, Series 2021.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff is ready to proceed with the 2nd issuance of General Obligation Bonds for capital projects outlined in the bond election propositions authorized by voters in November 2019. The total of the General Obligations Bonds, Series 2021 will be \$14.1 million and will fund Round 2 of the program which includes the following:

- Public Safety Building expansion (\$5,000,000)
- Fire Station #2 construction (\$4,100,000)
- Drainage Improvements (\$5,000,000)

Bond issuance costs and reserve requirement will also be funded with the bond proceeds.

There is also an opportunity to refund an existing debt obligation totaling \$3,290,000. General Obligation Refunding Bonds, Series 2012 is property tax supported.

The estimated interest savings over the remaining life of the bonds is approximately \$201,000.

John Robuck, BOK Financial, our financial advisor, will be in attendance to review and discuss this opportunity.

A tentative Schedule of Events is presented for your consideration and action.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the General Obligation Improvements and Refunding Bonds, Series 2021 will enable the City to continue capital and infrastructure improvements projects listed above and garner interest savings on current outstanding debt.

RECOMMENDATIONS

Staff recommends approval of the Tentative Schedule of Events

ATTACHMENTS

1. Schedule of Events Presentation - Series 2021 GO Bonds (3-31-21)



City of Friendswood, Texas

Financing Plan and Schedule of Events Presentation for: \$15,390,000* General Obligation Improvement and Refunding Bonds, Series 2021

Monday, April 5, 2021

* 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 Bond Buyer Index 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."



Proposed Bonds to be Refunded

The City has an opportunity to refund a portion of its outstanding debt at a lower interest rate and receive interest cost savings. **The refunding is for interest cost savings and is not a restructuring of the City's existing debt.**

Series	Maturity Date	Principal Amount	Call Provisions Date/Price	Interest Rate
General Obligation Refunding Bonds, Series 2012	3/1/2022	\$910,000	6/4/2021 @ 100	3.500%
	3/1/2023	555,000	6/4/2021 @ 100	3.500%
	3/1/2024	580,000	6/4/2021 @ 100	3.500%
	3/1/2025	610,000	6/4/2021 @ 100	3.500%
	3/1/2026	635,000	6/4/2021 @ 100	3.500%
Totals:		\$3,290,000		



Estimated Debt Service and Savings (Refunding Portion)

Fiscal Year Ending (9/30)	Current Debt Service Requirements (a)	Less: Debt Service on the Refunded Bonds*	Plus: The Series 2021 (Refunding Portion)		Total Debt Service Requirements	Estimated Savings (c)
			Principal*	Interest (b)		
2021	\$3,330,431	\$57,575		\$36,728	\$3,309,584	
2022	3,406,881	1,009,225	\$840,000	129,250	3,366,906	\$39,975
2023	3,409,669	628,588	490,000	96,000	3,367,081	42,588
2024	3,407,406	633,725	525,000	70,625	3,369,306	38,100
2025	3,409,544	642,900	560,000	43,500	3,370,144	39,400
2026	3,409,056	646,113	590,000	14,750	3,367,694	41,363
2027	3,409,178				3,409,178	
2028	3,408,919				3,408,919	
2029	3,408,544				3,408,544	
2030	3,407,100				3,407,100	
2031	3,407,450				3,407,450	
2032	742,600				742,600	
2033	741,600				741,600	
2034	744,700				744,700	
2035	741,900				741,900	
2036	564,000				564,000	
2037	561,250				561,250	
2038	563,125				563,125	
2039	564,550				564,550	
2040	560,600				560,600	
2041	319,950				319,950	
2042	322,600				322,600	
2043	320,025				320,025	
2044	322,225				322,225	
2045	324,125				324,125	
2046	320,800				320,800	
2047	322,250				322,250	
2048	323,400				323,400	
2049	324,250				324,250	
2050	324,800				324,800	
Totals	\$46,422,928	\$3,618,125	\$3,005,000	\$390,853	\$46,200,656	\$201,425
Present Value Savings:						5.80%

* Preliminary, subject to change.

(a) Excludes the City's General Obligation debt paid by Waterworks and Sewer System revenues.

(b) Interest estimated at current market rates and includes estimated issuance costs.

(c) Includes estimated transactions costs and any necessary debt service fund transfers.



Estimated Debt Service Requirements (New Money Portion)

Fiscal Year Ending (9/30)	Current Debt Service Requirements (a)	Plus: The Series 2021 (New Money Portion)			Total Debt Service Requirements
		Principal *	Interest (b)	Total	
2021	\$3,309,584		\$123,738	\$123,738	\$3,433,322
2022	3,366,906	\$80,000	504,200	584,200	3,951,106
2023	3,367,081	90,000	499,950	589,950	3,957,031
2024	3,369,306	95,000	495,325	590,325	3,959,631
2025	3,370,144	100,000	490,450	590,450	3,960,594
2026	3,367,694	105,000	485,325	590,325	3,958,019
2027	3,409,178	110,000	479,950	589,950	3,999,128
2028	3,408,919	115,000	474,325	589,325	3,998,244
2029	3,408,544	120,000	468,450	588,450	3,996,994
2030	3,407,100	130,000	462,200	592,200	3,999,300
2031	3,407,450	135,000	455,575	590,575	3,998,025
2032	742,600	410,000	444,000	854,000	1,596,600
2033	741,600	430,000	427,200	857,200	1,598,800
2034	744,700	445,000	409,700	854,700	1,599,400
2035	741,900	465,000	391,500	856,500	1,598,400
2036	564,000	565,000	370,900	935,900	1,499,900
2037	561,250	590,000	347,800	937,800	1,499,050
2038	563,125	610,000	323,800	933,800	1,496,925
2039	564,550	635,000	298,900	933,900	1,498,450
2040	560,600	665,000	272,900	937,900	1,498,500
2041	319,950	480,000	250,000	730,000	1,049,950
2042	322,600	500,000	230,400	730,400	1,053,000
2043	320,025	520,000	210,000	730,000	1,050,025
2044	322,225	540,000	188,800	728,800	1,051,025
2045	324,125	560,000	166,800	726,800	1,050,925
2046	320,800	585,000	143,900	728,900	1,049,700
2047	322,250	610,000	120,000	730,000	1,052,250
2048	323,400	635,000	95,100	730,100	1,053,500
2049	324,250	660,000	69,200	729,200	1,053,450
2050	324,800	685,000	42,300	727,300	1,052,100
2051		715,000	14,300	729,300	729,300
Totals	\$46,200,656	\$12,385,000	\$9,756,988	\$22,141,988	\$68,342,644

* Preliminary, subject to change. **Generates \$14,100,000 in construction proceeds for the City and \$123,738 in Capitalized Interest.**

- (a) Includes the estimated results of the City's refunding and excludes the City's General Obligation debt paid by Waterworks and Sewer System revenues.
- (b) Interest estimated at current market rates and includes estimated issuance costs.



Tentative Schedule of Events

March - 2021						
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			

April - 2021						
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	

May - 2021						
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

June - 2021						
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			

\$15,390,000*

General Obligation Improvement and Refunding Bonds, Series 2021

Date	Action	Role
Thursday, March 25 th	First Draft of Preliminary Official Statements ("POS")	BOKFS
Friday, April 2 nd	Second Draft of POS	BOKFS, MPH, City
Monday, April 5th	Council Meeting to Review Schedule of Events and Plan of Finance	BOKFS, City
Thursday, April 9 th	Third Draft of POS	BOKFS, MPH, City
Week of April 12 th	Rating Agency Calls	BOKFS, City
Monday, April 19 th	Final Draft of POS	BOKFS, MPH, City, UW
Monday, April 26 th	Print and Distribute Final POS	BOKFS, UW
Monday, May 3rd	Pricing of Series 2021 Bonds	BOKFS, MPH, City, UW
	Council Meeting to Approve Sale	
Thursday, June 3rd	Closing of Series 2021 Bonds	BOKFS, MPH, City, UW

Participants

City – City of Friendswood, Texas
 BOKFS – BOK Financial Securities, Inc.
 MPH – McCall, Parkhurst & Horton L.L.P.
 UW - Underwriters

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: April 5, 2021

Date submitted: 03/18/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding the 2020-2021 Concrete Street Maintenance Program.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This year's street maintenance program is primarily being separated between asphalt and concrete streets. This concrete contract job, worth \$500,000, will kick off the next round of street maintenance using Greenscapes 6 ("G6") as the City's contractor, who did the same work during the 2019-2020 cycle as a sub-contractor. Pricing for this year's contract was through the BuyBoard purchasing cooperative, the use of which automatically satisfies the competitive bidding requirements of state law. Funding for this package is through the 20/21 FY \$500,000 general fund allocation for street maintenance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Jobs will be authorized to G6 in packaged groups that will include replacement of concrete panels, curb and gutter, curb ramps, sidewalk, etc. Panels to be replaced will include those identified by the City's IMS pavement management study. Streets slated to be repaired are available on the City's website and will be updated periodically.

The website may be viewed at: <https://www.ci.friendswood.tx.us/318/Construction-Updates>

RECOMMENDATIONS

Authorize the Mayor to execute the contract with Greenscapes 6 for \$500,000

ATTACHMENTS

1. G6 Contract for Concrete Street Maintenance Program
2. G6 Cost Estimate

THE STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 5th day of April, 2021, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Greenscapes Six, 7020 FM 3180, Baytown, Texas 77523 (hereinafter called the "CONTRACTOR") acting herein by Mike Archer, Co-President and Founder hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

2020-2021 Concrete Street Maintenance Program

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Repair and/or Replace Concrete Streets.

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The City of Friendswood Engineering Department is the Design Professional on this project.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred and Ten (210) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Two Hundred and Twenty Five (225) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

00400-1

City of Friendswood

City Attorney Approved: 12/12/2019

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City Five Hundred Dollars (\$500) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City Seven Hundred Fifty Dollars (\$750) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00300 – Unit Price Form.
- 5.2 The estimated contract price shall not exceed Five Hundred Thousand Dollars and No Cents (\$500,000) unless one or more change orders are approved, as allowed by law.
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Document 00940 – Contractor Payment Application and Document 00945 – Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings if physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 Document 00110 – Invitation to Bidders.
- 9.2 Document 00115 – Instructions to Bidders.
- 9.3 Document 00300B – Unit Price Form (Pages 1 through 13 inclusive) as included herein.
- 9.4 Document 00400 – Standard Agreement for Contracting Services (this agreement, pages 1 through 9 INCLUSIVE).
- 9.5 Document 00430 – Affidavit for Insurance, and Certificates of Insurance, included herein.
- 9.6 Document 00435 – Wage Scale for Engineering Projects.
- 9.7 Document 00445 – City of Friendswood Drug and Alcohol Policy.
- 9.8 Document 00450 – The Contractors Drug-free Workplace Policy.
- 9.9 Document 00455 – Storm Preparation Policy.
- 9.10 Document 00460 – Hazardous Communications Policy.

- 9.11 Document 00465 – Homeland Security Policy.
- 9.12 Document 00470 – Performance Bond, included herein.
- 9.13 Document 00475 – Payment Bond, included herein.
- 9.14 Document 00500 – General Conditions.
- 9.15 Document 00600 – Supplemental Conditions.
- 9.16 Technical Specifications Divisions 1 through 16, inclusive as listed in Document 00005 – Table of Contents.
- 9.17 Addenda as issued, included herein.
- 9.18 Any modification, including Change Orders, duly delivered after Execution of the Agreement.

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO

USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:
Attention: Bria A. Whitmire, PE, CFM
Projects Coordinator
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:
Attention: Mike Archer
Co-President and Founder
Greenscapes Six
7020 FM 3180
Baytown, Texas 77523

ARTICLE XIII: VENUE

13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

ARTICLE XIV: VERIFICATION AND COMPLIANCE WITH STATE LAWS

By signing this Contract and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the consultant verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

1. CONTRACTOR is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.
2. CONTRACTOR does not boycott Israel; and
3. Will not boycott Israel during the term of this Contract.

EXECUTED on behalf of the Contractor by Mike Archer its Co-President and Founder, shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 5th day of April, 2021.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

GREENSCAPES SIX

BY: Mike Archer
CO-PRESIDENT AND FOUNDER

DATE: 3-15-21

ATTEST:

CITY SECRETARY

ATTEST:

Forie Medany
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY



Greenscapes Six

7020 FM 3180
Baytown, Texas 77523

Proposal

Date:	1/6/2021
Proposal #	2021-010601
Customer #	2021-FRND

Proposal For:

City of Friendswood
15355 Blackhawk Blvd.
Friendswood, Texas 77546

Contact:

Bria Whitmire
bwhitmire@ci.friendswood.tx.us
[281-996-3208](tel:281-996-3208)

City of Friendswood 2021 Street Maintenance

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
1	Remove Existing Concrete Paving and 6" of Existing subgrade and replace with 6" of cement stabilized sand subgrade. 1.1 sacks per ton and place 6" concrete paving 5000 psi 7-sac high early with #5 rebar	1	SF	\$ 13.00	\$ 13.00
2	Remove and Replace Type 1. 6" Concrete Curb. 3000 PSI 5.5 Sack Complete in Place	1	LF	\$ 18.75	\$ 18.75
3	Remove and Replace Type III 4" Concrete Curb 3,000 PSI 5.5 Sack Complete in Place	1	LF	\$ 18.75	\$ 18.75
4	Remove Existing 6" Concrete Driveway and 6" of existing subgrade and replace with 6" of cement stabilized sand subgrade. 1.1 sacks per ton and place 6" concrete Driveway, 3,000 PSI 5.5 Sack. Complete in place.	1	SF	\$ 11.25	\$ 11.25
5	Remove and Replace 4" Concrete Sidewalk 3,000 PSI 5.5 Sack 2" Sand Bed Complete in Place	1	SF	\$ 7.50	\$ 7.50
6	Install New 4" Concrete Sidewalk, 3000 PSI, 5.5 Sack, 2" Sand Bed, Complete in Place	1	SF	\$ 6.25	\$ 6.25
8	Remove Existing Wheel Chair Ramps and Replace with ADA Approved wheel chair ramps as per details, Complete in place	1	Ea	\$ 2,500.00	\$ 2,500.00
9	Install New ADA Approved Wheel Chair Ramps as per Details, Complete in Place	1	Ea	\$ 2,500.00	\$ 2,500.00
12	Adjust Manholes Ring and Cover, Complete in Place	1	Ea	\$ 400.00	\$ 400.00
13	Adjust Water Valve Box and Cover, Complete in Place	1	Ea	\$ 400.00	\$ 400.00
14	Crack Sealing	1	Ln.Ft.	\$ 4.00	\$ 4.00
13	Traffic Control Flaggers	1	Hr	\$ 18.50	\$ 18.50
14	Sodding	1	SY	\$ 4.50	\$ 4.50

Sub Total \$ 5,902.50

Sales Tax

Grand Total \$ 5,902.50

Other Comments

Invoices will be submitted at the completion of project or the end of the current month.
Payment will be made by the 15th of the following month
Due to variations in material pricing this proposal is valid for 30 days from date of this proposal.

Greenscapes Six Representative

Client Representative

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: April 5, 2021

Date submitted: 03/23/2021

Prepared by: Aubrey Harbin, Director of Community Development

Subject: Discuss and take possible action regarding the approval of the Esri Small Municipal and County Government Enterprise Agreement (SGEA).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

For many years, the City has been outsourcing GIS services with HDR Engineering Inc. In 2017, Community Development added a GIS Coordinator position to begin the process of bringing more GIS services in house. I am happy to report that we finally found the right person to implement more internal GIS services, not only for the Community Development Department, but for all City departments, emergency operations and the public. Additionally, Public Works and Engineering are in the process of implementing the City Works software, which requires more Esri licenses.

We are at a point of being ready to bring all GIS services in-house, and more Esri licenses and tools are needed. Fortunately, Esri offers a Small Municipal and County Government Enterprise program that will fulfill all of our GIS needs and then some. The Enterprise Agreement (EA) provides us a lower cost per unit for licensed software, substantially reduced administrative and procurement expenses, and complete flexibility to deploy software products when and where needed (see attached Esri Quote and Enterprise Agreement).

This is not a request for additional money, instead several departments will be reallocating how we spend our GIS dollars (see attached GIS and Esri details for Council). Annually, we will save approximately \$25,000; although there will be periodic purchase needs for aerial imagery and server replacements. The amount to finish out this budget year will be \$19,250, and then after that our payments would be based on our budget year and will be \$38,500 (see attached Esri quote and Enterprise Agreement). Mary Kay has reviewed/approved the Master Agreement (see attached agreement).

We will be terminating our contract for GIS services and hosting with HDR Engineering (\$50,000/year), which requires a 30 day notice.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The SGEA will afford us many opportunities and tools for our GIS services both internally for employees and externally for residents. Newer software provides for integrations with Esri tools and products. With these tools and products, we can enhance our mapping and interactive services for our resident

RECOMMENDATIONS

Staff in Community Development, Engineering, Information Technology and Public Works all recommend that we make this transition.

ATTACHMENTS

1. Esri Quote and Enterprise Agreement
2. GIS and Esri Details for Council
3. Esri Master Agreement Revised January 6, 2021
4. City of Friendswood Form 1295 Certificate 100752209-Signed



February 2, 2021

Abrin Brooks
City of Friendswood
910 S Friendswood Dr
Friendswood, TX 77546-4856

Dear Abrin,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sean Gill



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/2/2021 To: 5/3/2021*

Quotation # Q-434646

Date: March 19, 2021

Customer # 527096 Contract #

City of Friendswood
Community Development Dept
910 S Friendswood Dr
Friendswood, TX 77546-4856

ATTENTION: Abrin Brooks
PHONE: 281-996-3255
EMAIL: abbrooks@ci.friendswood.tx.us

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$19,250.00	\$19,250.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement Term: From purchase date to 9/30/2021				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement Term: 10/1/2021 to 9/30/2022				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement Term: 10/1/2022 to 9/30/2023				
Subtotal:				\$96,250.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$96,250.00

The year 1 quoted price has been based on a 6 month pro-rated value. Actual invoiced amount will be determined at time of purchase.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sean Gill	Email: s.gill@esri.com	Phone: (909) 793-2853 x8828
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

GILLS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ESRI Licensing Options

Standard level Enterprise Server and 2 ArcGIS Pro Advanced User types. - With the Standard Server you will also get 5 Creator User types and unlimited viewers - I have also attached a PDF of the ArcGIS Enterprise functionality matrix as an additional resource.	\$27,600
Advanced Enterprise Server that I put in the optional section. That is strictly for reference and you can see the specific functionalities that the Advanced level would provide in the Matrix attachment.	\$40,000
Preferred The Second quote is for the Small Government Enterprise Agreement. These agreements are meant to give smaller cities the same GIS capabilities as the larger ones, but with a significantly lower cost. They are prices and packages based on your city's current population, currently Friendswood qualifies at a program level 2. (25,000 – 50,000). The benefits of the program are listed in the agreement. Here is the public facing link to the benefits and information: https://www.esri.com/en-us/industries/enterprise-agreement/government	\$19,250 (thru 9/30) \$38,500 per year after that Total \$96,250

Existing GIS Budgets

P&Z (ESRI licenses/GIS services)	\$24,100
PW (GIS services)	\$15,000
ENG (ESRI licenses/GIS services)	\$10,000
IT (hosting)	\$ 6,000
CMO (ESRI License)	\$ 900
	\$56,000

Proposal/Cost Savings

Terminate contract with HDR for services (contract amount; not actual expenditures)	(\$50,000)
Terminate hosting services with HDR	(\$ 6,000)
Combine all Esri License purchases	<u>(\$ 8,400)</u>
	(\$64,400)

ESRI Small Government Enterprise Agreement/Future GIS Expenses

\$38,500

can prorate for remainder of this fiscal year; then payments would be per budget year

Host with ESRI (included with package)

Purchase Imagery from HGAC

\$12,000 every 2 years

Server (initial purchase; replace every 5 years)

\$11,000 every 5 years

Revised January 6, 2021
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings until you have agreed to the terms and conditions of the Agreement. If you do not agree to the terms and conditions as stated, click "I do not accept the Master Agreement" below; you may then request a refund of applicable fees paid.

This Master Agreement ("**Agreement**") is between you ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is

using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

c. Anonymous Users. Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Limited-Use Programs.

- a. Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping,

facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap Data extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or

3. Synchronized route optimization.

- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 SERVICES

5.1 US Customers. Esri may provide Esri Managed Cloud Services, Training, or Professional Services including Advantage Program to US Customers under an applicable Ordering Document. Unless Customer has signed an agreement with Esri establishing terms and conditions for such Services, Esri's performance is subject to the Services terms and conditions incorporated by reference and found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/services/ma-services.pdf>. A printed copy of these terms and conditions will be provided upon request.

5.2 Customers outside the United States. Customers outside of the United States may obtain Services from their local authorized distributor.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Environmental Systems Research Institute, Inc.
Redlands, CA United States

Certificate Number:
2021-732340

Date Filed:
03/30/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Friendswood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DIR-TSO-315474
Small Government Enterprise Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jack and Laura Dangermond Trust	Redlands, CA United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Timothy Brazeal - Manager, Commercial & Government Contracts, and my date of birth is N/A.

My address is 380 New York Street, Redlands, CA, 92373-8100, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Bernardino County, State of CA, on the 30th day of March, 2021.
(month) (year)



Digitally signed by Timothy Brazeal
Date: 2021.03.30 10:49:04 -07'00'

Signature of authorized agent of contracting business entity
(Declarant)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 03/30/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider and take possible action on two appointments to the Library Board; specifically that of Kathy Molinaro to complete the unexpired three-year term of Ruth Lay and Brett Stephen to complete the unexpired three-year term of Ted Thomas.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Council Liaison Steve Rockey: **Library Board** – Appoint Kathy Molinaro to an unexpired term expiring July 2022 to replace Ruth Lay who resigned; appoint Brett Stephen to an unexpired term expiring July 2021 to replace Ted Thomas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Mayor Foreman recommends Council consider approving the appointments to the above committee.

ATTACHMENTS

1. molinaro, kathy volunteer application 2020
2. stephen, brett volunteer application 2020



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: *Kathy Molinaro*

HOME PHONE: *281-992-1031*

HOME ADDRESS: *708 Tall Pines Dr*
PHONE:

WORK *832-895-0321*

CITY, STATE, ZIP: *Friendswood, TX 77546*

EMAIL ADDRESS: *kmolinaro4pc@yahoo.com*
PHONE:

CELL *713-412-8380*

OCCUPATION: *Psychotherapist*

SPECIAL INTERESTS AND TALENTS:

Are you currently serving as a member of any Friendswood governmental body? *yes - 4th of July Steering Committee*

If so, please name the body:

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
COMMUNITY & ECONOMIC DEVELOPMENT
CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
INVESTMENT COMMITTEE
FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

RECREATION

4TH OF JULY STEERING COMMITTEE

4TH OF JULY VOLUNTEER

SENIOR CITIZENS ADVISORY
COMMITTEE

EDUCATION

LIBRARY BOARD

LIBRARY VOLUNTEER

I AM AVAILABLE FOR

LONG-TERM PROJECTS

SHORT-TERM PROJECTS

DAYTIME

EVENING

SUMMER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

LONG-TERM PROJECTS

SHORT-TERM PROJECTS

DAYTIME

EVENING

SUMMER

OTHER

WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 5/1/58

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Galveston County CISM team

Several years on the 4th of July Steering Committee

10 yr volunteer for Houston Zoo

Volunteer lead for Lunch w/ an Astronaut at Space Center Houston

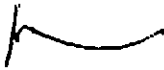
Please list any civic or community endeavors in which you have been involved:

4th of July Steering Committee

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant



Date 3/19/2020

Thank you for taking the time to complete this application.

Please return the original application to the address below:

**MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634**

**CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Barb Blanchard

ADDRESS: 202 Rachael, Friendswood, TX 77546

PHONE: 281-961-4088

NAME: Mike Foreman

ADDRESS: 1007 Carzella Ct., Friendswood, TX 77546

PHONE: 713-352-9897

Page 1 of 4

Revised 11/04/19 mkw

CC: M & CC

Matt Riley, Library



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Brett Stephen HOME PHONE: (281) 960-7163 _____
HOME ADDRESS: 5115 Geneva Drive WORK PHONE: (713) 525-4660 _____
CITY, STATE, ZIP: Friendswood, TX 77546
EMAIL ADDRESS: brettstephen@gmail.com CELL PHONE: (281) 960-7163 _____
OCCUPATION: Advertising/Marketing Sales Representative

SPECIAL INTERESTS AND TALENTS: My entire professional life has been centered around marketing and business development. It is something that I enjoy and a skill set in which I thrive. On a personal note, I am an avid bowler.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: N/A

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☐ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☒ SHORT-TERM PROJECTS
- ☒ DAYTIME
- ☒ EVENING
- ☒ SUMMER

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☒ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I am very interested in volunteering and contributing to the City of Friendswood in any way that I can. I've called Friendswood home for the past 18 years and believe that it is one of the best communities with loads of potential. I feel that I have a lot to offer and would love to be a part of the growth, development and long-term success of not only the Library, but the City of Friendswood itself.

Throughout my professional career, I have been proud to consistently give back to my industry and professional organizations through mentoring, volunteering and speaking engagements. I would like to now start giving back to my local community in the same way. I am a true believer in paying it forward.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: 08/03/1978

SEX: M

FRIENDSWOOD RESIDENT FOR 18 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I have sat on similar boards and groups, namely the Business Marketing Association of Houston. I have been involved in leading the growth, development, fundraising and long-term success of these groups.

Please list any civic or community endeavors in which you have been involved: N/A

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date

1/23/20

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

N/A

PERSONAL REFERENCES:

Please list at least two references.

NAME: Madeline Short
ADDRESS: 1963 Rolling Stone Friendswood, TX 77546
PHONE: (210) 872-0134

NAME: Andy McDowell
ADDRESS: 2 Greenway Plaza Houston, TX 77046
PHONE: (713) 586-9378

NAME: Kaitlin Cuevas
ADDRESS: 1034 Chantilly Ln Houston, TX 77018
PHONE: (281) 797-1040

NAME: Melissa Sharpe
ADDRESS: 15538 Edenvale St Friendswood, TX 77546
PHONE: (979) 398-0700

NAME: Myrna Hernández
ADDRESS: 11206 Cactus Valley Ct Houston, TX 77089
PHONE: (713) 502-7770

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: April 5, 2021

Date submitted: 03/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss and take possible action regarding the ratifying of the City Manager's signature on a contract to purchase Lot 30 and Park Area of the Empere Chateau Subdivision, Section Two, 5.6405 acres of unimproved property situated in the Sarah McKissick Survey, Abstract-151, Friendswood, Galveston County, Texas, as shown on plat recorded in Map Record Book No. 254-A, Page 89, and transferred to Volume 7, Page 18 of the Official Records of Galveston County, Texas; and, authorize the City Manager to close on said property.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City has made an offer to purchase vacant property at the end of Clearview Avenue at Clear Creek. Several lots adjacent to this property are existing City Buyout properties. Several studies, including the "City of Friendswood Flood Vulnerability and Mitigation Study" by Dr. Phil Bedient, have demonstrated that terracing of land adjacent to Clear Creek prove to be a highly effective form of flood control.

The contract is written in such a manner to where the property would be purchased based upon its appraisal value, with a floor of \$394,835 (\$70,000 per acre) and ceiling of \$423,038 (\$75,000 per acre) (see Section 12). There are exit clauses for both parties if the appraisal falls outside the range. The property is currently being independently appraised.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This property could add up to 125 acre-feet or more of inline detention capacity on Clear Creek. A future hydrologic and hydraulic study would be able to determine the exact extents of a flood control project at this location.

RECOMMENDATIONS

Staff recommends Council ratify the City Manager's signature on the contract to purchase and authorize him to close on the subject property

ATTACHMENTS

1. Albrecht to Friendswood Contract Fully Executed
2. Empere Chateau 2 Final Plat
3. Aerial



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Thomas Blair Albrecht

1174539

Address: 4818 Pleasant Plains Drive, Friendswood, TX 77546

Phone: 409-392-0494

E-mail:

Fax:

Other:

Buyer: The City of Friendswood

Address: 910 S. Friendswood Drive Friendswood, TX 77546

Phone:

E-mail:

Fax:

Other:

2. PROPERTY:

- A. "Property" means that real property situated in Galveston County, Texas at 0 Clearview, Friendswood, TX 77546 (address) and that is legally described on the attached Exhibit N/A or as follows:

ABST 151 S MCKABST 151 S MCKISSICK SUR PAR K AREA (0-1) EMPERE CHATEAU SEC 2ISSICK SUR LOT 30 EMPERE CHATEAU SEC 2 5.6405 Acres

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing. \$423,038.00

(2) Sum of all financing described in Paragraph 4 \$0.00

(3) Sales price (sum of 3A(1) and 3A(2)) \$423,038.00

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Initialed for Identification by Seller

and Buyer

Page 1 of 14

Keller Williams - Houston Metropolitan 5050 Westheimer Rd. 200 Houston, TX 77056 7136218001

Heidi Allbritton

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$75,000.00 per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☒ (ii) acre of ☒ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) N/A

(c) If the sales price is adjusted by more than 10% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 7 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$N/A. This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$N/A.
☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$_____.

5. **EARNEST MONEY:**

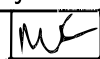
- A. Not later than 3 days after the effective date, Buyer must deposit \$4250.00 as earnest money with Stewart Title Company (title company) at 601 S. Friendswood #103 Friendswood, TX 77546 (address) D'Ann Andrus (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
B. Buyer will deposit an additional amount of \$N/A with the title company to be made part of the earnest money on or before:
☐ (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) N/A.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

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Initialed for Identification by Seller



and Buyer



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6. TITLE POLICY AND SURVEY:**A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☒ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party N/A (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 7 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

[Signature][Signature]

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ N/A as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of \$ N/A with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

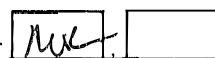
(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

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and Buyer



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(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

To the extent
allowed by
law,

D. Property Information:

(1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) N/A

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

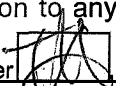
E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

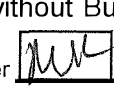
A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

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Initialed for Identification by Seller



and Buyer



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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: KW Commercial Realty Houston
Metropolitan

Cooperating Broker: N/A
N/A

Agent: Heidi Allbritton & J Coy Wheeler

Agent: N/A

Address: 5050 Westheimer #200
Houston, TX 77056

Address: N/A

Phone & Fax: 832-657-4185

Phone & Fax: N/A

E-mail: hallbritton@kw.com/jcoy@k.com

E-mail: N/A

License No.: 460373/572009/445961

License No.: N/A

Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

- ☒ 6 % of the sales price.
☐ N/A

Cooperating Broker a total cash fee of:

- ☐ N/A % of the sales price.
☐ N/A

The cash fees will be paid in Galveston County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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and Buyer





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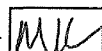
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☐ N/A days after the expiration of the feasibility period.
 - ☐ N/A (specific date).
 - ☒ 15 days after final City Council approval.
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.







11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

1. The property will be appraised at the Buyer's expense and the Sales Price will be adjusted to match the appraised value. A floor price is set at \$70,000 per acre and a ceiling of \$75,000 per acre. If the appraised value is less than \$70,000 per acre, the Seller may terminate the Contract and the Earnest Money will be refunded to the Buyer less any Independent Consideration. If the appraised value is above \$75,000 per acre, the Buyer may terminate the Contract and the Earnest Money will be refunded to the Buyer less any Independent Consideration. If the independent appraisal of the property's market value is less than the sales price, the Buyer may terminate the Contract and receive the full refund of Earnest Money paid under Section 5 of the Contract.

2. The sale is contingent upon final approval of the Friendswood City Council.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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and Buyer



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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

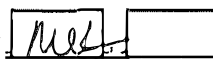
21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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and Buyer



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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☒ (10) Information About Special Flood Hazard Areas

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

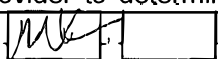
- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

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and Buyer



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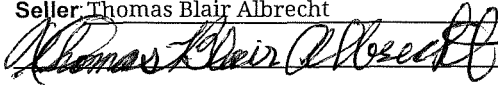
will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.
- 26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on 03/18/2021, the offer will lapse and become null and void.

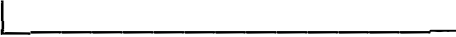


READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Thomas Blair Albrecht



By: Thomas Blair Albrecht

By (signature): 

Printed Name: Thomas Blair Albrecht

Title: Owner

By: _____

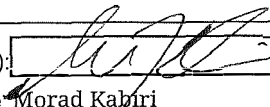
By (signature): 

Printed Name: _____

Title: _____

Buyer: The City of Friendswood

By: Morad Kabiri

By (signature): 

Printed Name: Morad Kabiri

Title: City Manager

By: _____

By (signature): 

Printed Name: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay N/A (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ \$ N/A, or
☐ N/A % of the sales price, or
☐ N/A % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: N/ACooperating Broker: N/A

By: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: Mary Kay Fischer

Address: _____

Address: 910 S. Friendswood
Friendswood, TX 77546

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
☒ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☒ A. the contract on this day 19th March 2021 (effective date);
☐ B. earnest money in the amount of \$ 4,250 in the form of CK # 121737 on 3-19-2021.

Title company: Stewart Title CompanyAddress: 601 S. Friendswood #103 Friendswood, TX 77546By: L. Shurmon / D'Ann Andrews

Phone & Fax: _____

Assigned file number (GF#): 1174539

E-mail: _____

STEWART TITLE COMPANY
 601 S. Friendswood Dr., Suite 103
 Friendswood, TX 77546

DRAWING NUMBER
EMPERE CHATEAU
SECT. 2

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 070AR
ORIGINAL COPY OF PLAT MUST BE KEPT

DRAWING NUMBER

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 070AR

Empere Chateau Section Two - Final
Date: 6306
Plat: 254A Map: 89
Recording: Film:

EMPERE CHATEAU SECTION TWO

A SUBDIVISION OF PART OF LOTS 2 AND 4, BLOCK 10 OF FRIENDSWOOD,
SARAH MC KISSICK OR J.R. WILLIAMS LEAGUE
GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF GALVESTON

Know all men by these presents, that w.s. Leon Brown, President and Richard J. Higgins, Secretary, respectively, of IMPERIAL DEVELOPMENT COMPANY, a corporation, owner of the property subdivided in the above and foregoing map of EMPERE CHATEAU, SECTION TWO, do hereby make subdivision of said property for and on behalf of said IMPERIAL DEVELOPMENT COMPANY according to the lines, streets and easements, lots and building lines shown thereon and do designate the said subdivision as EMPERE CHATEAU, SECTION TWO, located in the Sarah McKissick or J. R. Williams League, in Galveston County, Texas.

In testimony whereof, the IMPERIAL DEVELOPMENT COMPANY, a corporation, has caused these presents to be signed by Leon Brown, its president, thereto authorized, attested by its secretary, Richard J. Higgins, and its common seal hereunto affixed this the 7th day of June, A. D. 1963.

IMPERIAL DEVELOPMENT COMPANY,

By: Leon Brown President

ATTEST: Richard J. Higgins Secretary

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Leon Brown and Richard J. Higgins, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 7th

June A. D. 1963.

Paul A. Milligan
Notary Public in and for
Galveston County, Texas

APPROVED by the City Council of the City of Friendswood, Galveston County, Texas, on the 17th day of June, A. D. 1963.

Samuel R. Camp
Mayor of the City of Friendswood, Texas

ATTEST: B. V. Broadhouse
City Secretary

Filed for record _____ 1963

at _____ o'clock _____ M.

Recorded _____ 1963

at _____ o'clock _____ M.

JOHN R. PLATTE, County Clerk

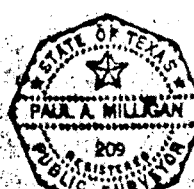
In my Record Book 254-A page 89
Restrictions filed in said said Record
Book 1562 pages 285 to 293

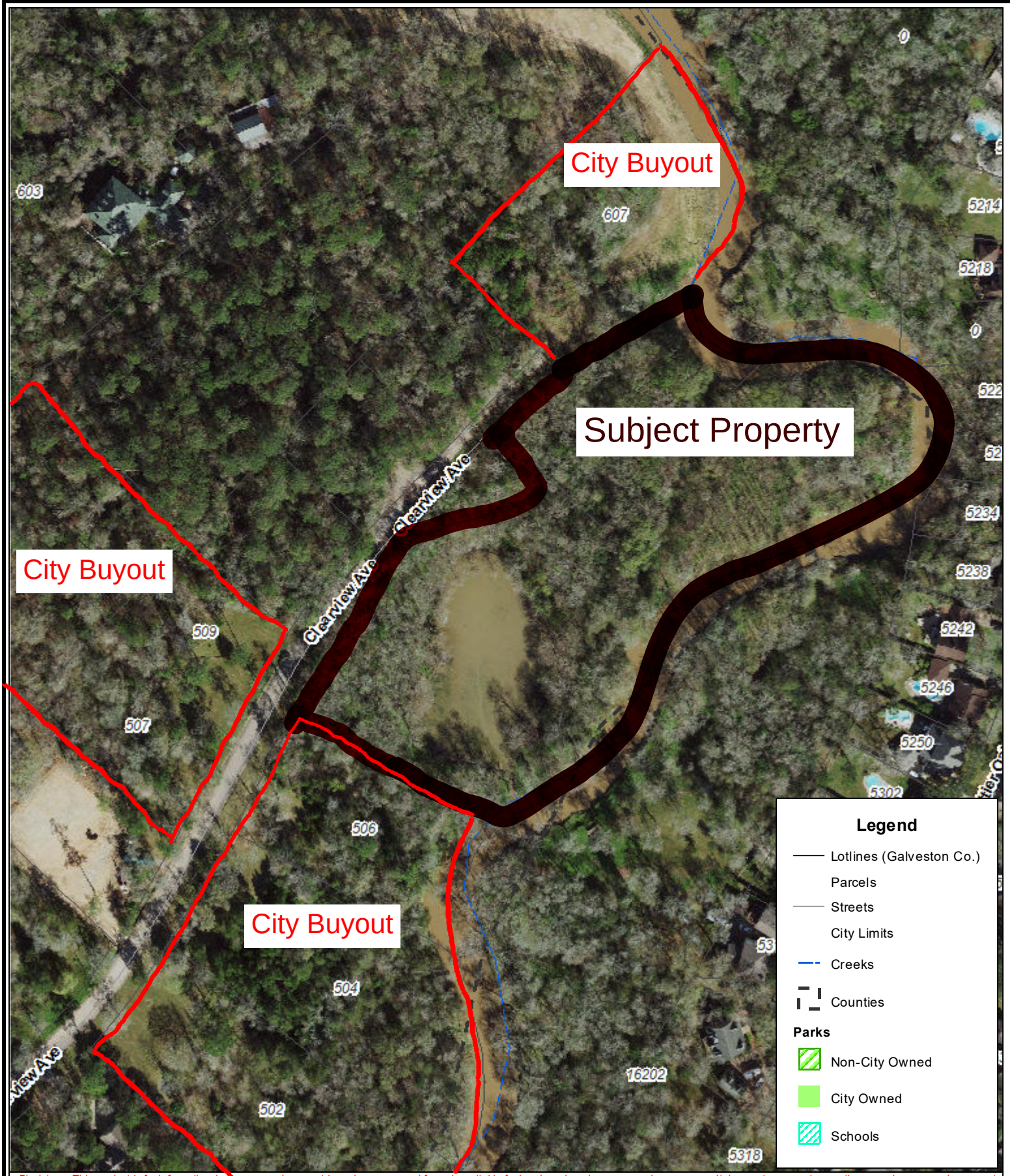
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info.



PAUL A. MILLIGAN
CONSULTING ENGINEER - GALVESTON COUNTY SURVEYOR

Paul A. Milligan





Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 188'
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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: April 5, 2021

Date submitted: 02/19/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Resolution No. R2021-08: a resolution of the City Council of the City of Friendswood, Texas, adopting Galveston County and Harris County's use of Hart Intercivic's Verity 2.4 voting system and equipment in conducting any future elections for the City of Friendswood.

Originating Department: City Secretary

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

This resolution is to accept Hart Intercivic's Verity 2.4 voting system and equipment to be used by Galveston and Harris Counties in conducting any future City of Friendswood elections.

Texas Election Code 123.001 requires each political subdivision to adopt the system for use in its elections.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

The City Secretary's office recommends Council to approve the resolution to abide by the Texas Election Code and continue election services for the City.

ATTACHMENTS

1. R2021-08 Hart Verity Acceptance

RESOLUTION NO. R2021-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, ADOPTING GALVESTON
COUNTY AND HARRIS COUNTY'S USE OF HART
INTERCIVIC'S VERITY 2.4 VOTING SYSTEM AND
EQUIPMENT IN CONDUCTING ANY FUTURE
ELECTIONS FOR THE CITY OF FRIENDSWOOD.**

* * * * *

WHEREAS, Texas Election Code §123.001 requires that before participating political subdivisions can use voting systems in their elections, each political subdivision must take action to officially adopt the system for use in its elections; and

WHEREAS, the City of Friendswood, Texas, contracts with Harris County and Galveston County to conduct the City of Friendswood's elections services; and

WHEREAS, both Harris County and Galveston County have purchased Hart InterCivic Verity 2.4 voting equipment, to be used for any early voting by personal appearance and for any regular voting on Election Day; and

WHEREAS, the City Council of the City of Friendswood finds it to be in the public interest to adopt each of the County's Election Systems for use in any future City of Friendswood, Texas elections.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD THAT:

Section 1. The City Council of the City of Friendswood, Texas, adopts the Hart InterCivic Verity 2.4 voting system to be used by both Harris County and Galveston County while conducting election services for any regular and special elections called by the City Council of the City of Friendswood.

Section 2. That this resolution is effective upon adoption by the City Council of the City of Friendswood.

PASSED, APPROVED AND RESOLVED on this 5th day of April 2021.

Mike Foreman
Mayor

ATTEST:

Leticia Brysch
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 03/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Resolution No. R2021-09: a resolution of the City Council of the City of Friendswood, Texas, opposing 87 - SB 234 and HB 749, relating to the use by a political subdivision of public funds for lobbyist activities.

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

At the request of Mayor Foreman, the draft resolution is being presented to Council for consideration. Senate Bill 234 and House Bill 749, both prohibit the use of city and county funds to join or support nonprofit organizations that provide many necessary services; such as training, best practices, and economic development. These same limitations are not adhered to by the state when engaging the federal government; furthering the interests of the State of Texas.

By adopting the draft resolution, the City would express its opposition to both bills and any attempts to limit local governments from voicing their priorities to the legislature.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval and submission of the draft resolution would simply express the City's opposition to SB 234 and HB 749.

RECOMMENDATIONS

Recommend approval, as drafted.

ATTACHMENTS

1. R2021-09 Proposed Resolution SB234 - HB749

RESOLUTION NO. R2021-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, OPPOSING 87 - SB 234 AND HB 749,
RELATING TO THE USE BY A POLITICAL SUBDIVISION
OF PUBLIC FUNDS FOR LOBBYIST ACTIVITIES.**

* * * * *

WHEREAS, the Texas State Legislature values the lives and welfare of its citizens, the state's economy, and the overall quality-of-life that distinguishes Texas from all other states; and

WHEREAS, the Texas State Legislature routinely considers hundreds of bills each session that directly affect local governments and impact all Texans; and

WHEREAS, local governmental officials are elected and held accountable by their constituents to assure effective local governance, judicious spending of taxpayer dollars, and the delivery services in a timely, effective manner; and

WHEREAS, Texans expect their locally elected officials to be available to them and to not be wasting taxpayer money in Austin influencing legislation that may be detrimental to the interests of a community or county nor spending time considering the thousands of bills and their potential impact on the citizens; and

WHEREAS, the implied and expressed intent of SB234 and HB749 is to prohibit city and county funds from being expended to join or support nonprofit organizations that provide many necessary services, including, but not limited to, training, best practices, and economic development as well as information about state governmental action and provide a means to communicate effectively with state legislators and other state officials, thus saving citizens money

by avoiding the potential costs often associated with corporate and other special interest legislation; and

WHEREAS, the State of Texas, the Texas Legislature, and state agencies currently and actively employ large numbers of taxpayer funded lobbyists to help develop, analyze, influence, and monitor the aforementioned thousands of bills and also to advocate for Texas' interests in Washington, DC, SB234, HB749, and any like them, seek to deny local governmental agencies the same ability while continuing taxpayer support for state agency lobbying; and

WHEREAS, local governmental expenses for both direct and indirect lobbying account for only 10% of the total lobbying activity in Austin, with corporate and other special interest lobbying accounting for 90%; and

WHEREAS, preventing Texas cities and counties from employing competent representation before state and federal legislative entities deprives local governments from presenting a unified voice on key constituent issues and saves additional funds through cost-sharing; and

WHEREAS, false, misleading, and anti-democratic claims of misuse of taxpayer funds are the opposite of what actually occurs as the Legislature continues to pass unfunded mandates and other costly legislation, thereby forcing local governments to divert their resources or to raise taxes to pay for said laws and regulations the State imposes on its citizens, thereby allowing legislators to avoid the consequences of their actions and thereby undermining local governmental entities; and

WHEREAS, SB234 and HB749 violate the basic American tenets of open and fair

legislative deliberation as well as representation in government while allowing corporate and other special interests to dominate government, leaving Texans without a voice in matters that affect their quality of life and livelihoods.

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

Section 1. That the Mayor and City Council strongly oppose SB234 and HB749 and any attempt to silence the voices of local governments and the citizens they directly and daily represent.

Section 2. That all resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

Section 3. That it is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

Section 4. That this resolution is effective upon adoption by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED AND RESOLVED on this 5th day of April, 2021.

Mike Foreman
Mayor

ATTEST:

Leticia Brysch
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 03/23/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Resolution No. R2021-10: a resolution of the City Council of the City of Friendswood, Texas, supporting 87 - HB 3029, an act relating to the creation of the Gulf Coast Protection District.

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

At the request of Mayor Foreman, the draft resolution is being presented to Council for consideration. House Bill 3029 supports the creation of the Gulf Coast Protection District. If approved by the legislature, the new District would be charged with the oversight and regional implementation/development of a coastal barrier system (also known as the Ike Dike).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Without state and federal support, a coastal barrier protection system is not financially feasible. Benefits to the Houston/Galveston region are monumental in protecting life, property, and economic vitality against future storms.

RECOMMENDATIONS

Recommend approval, as drafted.

ATTACHMENTS

1. R2021-10 Proposed Resolution HB3029

RESOLUTION NO. R2021-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, SUPPORTING 87 - HB 3029,
AN ACT RELATING TO THE CREATION OF THE GULF
COAST PROTECTION DISTRICT.**

* * * * *

WHEREAS, the Texas State Legislature values the lives and welfare of its citizens, the state's economy, and the overall quality-of-life that distinguishes Texas from all other states; and

WHEREAS, the Upper Texas Gulf Coast is historically vulnerable to hurricanes, and their attendant storm surges; and

WHEREAS, Hurricane Ike in 2008 cost Texas approximately 120 lives and \$40 billion, Hurricane Rita in 2005 cost Texas approximately 115 storm-related deaths plus another 150 evacuation-related deaths and about \$20 billion in recovery costs; and

WHEREAS, the Upper Gulf Coast's strategic and economic importance is undeniable, given the U.S. economy's reliance on the Texas' oil and gas industry, Texas' specialty and petrochemical industry, and the region's ports; and

WHEREAS, the scientific community has warned that the prospect of future hurricanes landing on the Upper Texas Gulf Coast is a virtual certainty, with the effects of storm surge affecting the lives of Texans, the economy of the State and the nation in addition to the potentially devastating impacts of rain, as witnessed in Hurricane Harvey in 2017, and high winds, accompanying most hurricanes and tropical storms; and

WHEREAS, the studies of the US Army Corps of Engineers and numerous academic

institutions have demonstrated the efficacy of a coastal barrier along the Upper Texas Gulf Coast, and the implementation of coastal barriers in numerous countries has proven the economic and practical viability of coastal barriers; and

WHEREAS, a partnership among federal, state, and local agencies has been demonstrated to be the most efficient and cost-effective means to complete a regional coastal barrier.

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

Section 1. That the Mayor and City Council strongly support the passage of 87-HB 3029 to create an entity to oversee and manage the regional implementation and development of the critical coastal barrier to protect Texas and the nation.

Section 2. That all resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

Section 3. That it is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

Section 4. That this resolution is effective upon adoption by the City Council of the City of Friendswood, Texas.

PASSED, APPROVED AND RESOLVED on this 5th day of April, 2021.

Mike Foreman
Mayor

ATTEST:

Leticia Brysch
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 03/01/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Ordinance No. T2021-11: the first and final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment VI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by 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 2020-2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment VI 2020-21.

ATTACHMENTS

1. Ord 2021-11 BA VI 2020-21
2. Ord 2021-11 Exhibit A
3. Ord 2021-11 Exhibit B

ORDINANCE NO. T2021-11

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2020-35, PASSED AND APPROVED SEPTEMBER 14, 2020, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2020-2021 BY APPROVING "BUDGET AMENDMENT VI" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2020-2021"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2020-35, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2020-2021"; 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 2020-2021;

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 2020-2021,” 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 2020-2021” 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 which is attached hereto as Exhibits “A” and “B” and made a part hereof for all 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.

PASSED AND APPROVED this 5th day of April, 2021.

Mike Foreman
Mayor

ATTEST:

Leticia Brysch
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2020 – 2021
Budget Amendment VI
April 5, 2021**

1. **PEG Channel, \$4,207.** Appropriate additional PEG Channel funds for the additional costs related to recording City Council meetings and other PEG channel content. The budget appropriation for \$49,065 was approved at the February 1, 2021 Council Meeting. The funding source for the expenditure change order items will be restricted general fund balance from PEG Channel revenue.
2. **PEG Channel, \$956.** Appropriate PEG Channel funds for installation of data drop cables in the Council Chambers. Cables will be installed in the communication booth and at the dais which will allow council members and staff to remote connect during a council meeting. The funding source will be restricted general fund balance from PEG Channel revenue.
3. **15355 Blackhawk, \$485,846.** Appropriate funds received from Texas Division of Emergency Management (TDEM) in advance for purchase of the building located at 15355 Blackhawk. Advanced funding to purchase this property was originally approved at the February 1, 2021 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance. This building will house the Public Works Department, Engineering Department, and the Parks Division.
4. **Galveston County Election Services, \$28,635.** Appropriate unassigned general fund balance for the increased cost of election services provided by Galveston County under executed contract between Galveston County and the City of Friendswood. Increased cost of service is attributed to additional polling locations and additional election staff to accommodate COVID-19 concerns.
5. **Parks & Recreation Donation, \$1,500.** Appropriate donation received from TIFI Friendswood Colt Booster Club. The donation will go towards field maintenance at Centennial Park. The appropriation will be recorded in the Parks division operating maintenance budget.
6. **Parks & Recreation Donation, \$50.** Appropriate donation received from Sherry Mallory. The donation will go towards a memorial tree in remembrance of R. Bryan Corey. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget.
7. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$787,748.** Appropriate grant funds received from the 2017 CDBG-DR Harris County grant program for the Blackhawk Emergency Shelter. The purchase of the Emergency Shelter was completed on January 21, 2021. Advanced funding to purchase this property was originally approved at the February 1, 2021 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.

City of Friendswood
April 5, 2021
2020-2021 Budget Amendment VI - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate PEG Channel funds for recording equipment in Council Chambers	(4,207)
1	001-0301-413.5800	FCPEGEXP	Appropriate PEG Channel funds for recording equipment in Council Chambers	4,207
2	001-0000-30500		Appropriate PEG Channel funds for installation of data drop cables in Council Chambers	(956)
2	001-0716-419.7400	FCPEGEXP	Appropriate PEG Channel funds for installation of data drop cables in Council Chambers	956
3	001-0000-33134	15355BLK428REV	Appropriate advanced funds received from TDEM to go towards the purchase of the building at 15355 Blackhawk	(485,846)
3	001-0000-30500		Appropriate advanced funds received from TDEM to go towards the purchase of the building at 15355 Blackhawk	485,846
4	001-0000-30500		Appropriate unassigned general fund balance for Galveston County election services	(28,635)
4	001-0202-414.7800		Appropriate unassigned general fund balance for Galveston County election services	28,635
5	001-0000-38600	PK0025	Appropriate donation received from TIFI Friendswood Colt Booster Club for Centennial field maintenance	(1,500)
5	001-6430-456.6400	PK0025	Appropriate donation received from TIFI Friendswood Colt Booster Club for Centennial field maintenance	1,500
6	001-0000-38600	DN0018	Appropriate donation received from Sherry Mallory for memorial tree in remembrance of R. Bryan Corey	(50)
6	001-6424-458.6210	DN0018	Appropriate donation received from Sherry Mallory for memorial tree in remembrance of R. Bryan Corey	50
7	123-0000-33100	G00083REV	Appropriate 2017 CDBG-DR Harris County grant proceeds and reimburse unassigned general fund balance for advanced funding to purchase Emergency Shelter	(787,748)
7	123-7001-419.8120	G00083EXP	Appropriate 2017 CDBG-DR Harris County grant proceeds and reimburse unassigned general fund balance for advanced funding to purchase Emergency Shelter	787,748
7	123-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Emergency Shelter at 15355 Blackhawk	(787,748)
7	123-26010		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Emergency Shelter at 15355 Blackhawk	787,748
7	001-14028		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Emergency Shelter at 15355 Blackhawk	(787,748)
7	001-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Harris County) grant for Emergency Shelter at 15355 Blackhawk	787,748

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: April 5, 2021

Date submitted: 03/11/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Ordinance No. T2021-12: the first reading of an ordinance approving an interlocal agreement adjusting the corporate boundary lines between the City of Friendswood, Texas, and the City of League City, Texas, including 26.921 acres from the Avalon development; authorizing the City Manager to execute the agreement and the City Secretary to attest; and providing an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The future Avalon at Friendswood development currently straddles the corporate limits of the City of Friendswood and the City of League, with approximately 59.521 acres being in the corporate limits of the City of Friendswood, Texas, and approximately 26.921 acres within the corporate limits of the City of League City. League City is agreeable to amend the city boundaries to allow Friendswood to incorporate the 26.921 acres into the City of Friendswood, provided that League City is reimbursed 50 percent of the ad valorem taxes for a period of 20 years. The 20 year timeframe is taking into account the plausible fact that homes will not be built on the lots within that section for a number of years. In some cases, as Friendswood and League City have done in the past, cities exchange land, sometimes called a land swap, but in this case, Friendswood does not have any land to offer in exchange. City services such as water, sewer, and drainage will be provided by the City of Friendswood. Taylor Morrison has also started discussions with the school districts to get the land exchanged between Friendswood ISD and Clear Creek ISD.

A similar ordinance will be considered by League City City Council on April 13 and April 27. The agreement will only become effective if all parties agree.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Incorporating the land into Friendswood would allow the City to serve the property with additional City services such as garbage and police, fire and EMS services. At this time, League City does not have water, sewer or drainage services to provide to the acreage.

RECOMMENDATIONS

Staff recommends incorporating the land.

ATTACHMENTS

1. Ord 2021-12 with Interlocal Agreement Adjusting Corporate Boundary Lines Avalon
2. Ord 2021-12 Exhibit A
3. Ord 2021-12 Exhibit B
4. Proposed Friendswood Interlocal Agreement with League City for Avalon Tract

ORDINANCE NO. T2021-12

AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT ADJUSTING THE CORPORATE BOUNDARY LINES BETWEEN THE CITY OF FRIENDSWOOD, TEXAS, AND THE CITY OF LEAGUE CITY, TEXAS, INCLUDING 26.921 ACRES FROM THE AVALON DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND THE CITY SECRETARY TO ATTEST; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Avalon development currently straddles the corporate limits of the City of Friendswood and the City of League, with approximately 59.521 acres being in the corporate limits of the City of Friendswood, Texas and approximately 26.921 acres within the corporate limits of the City of League City; and

WHEREAS, the 26.921 acre tract located in the corporate limits of the City of League City is less than 1,000 feet in width, and pursuant to Texas Local Government Code Section 43.015, adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the City of Friendswood, Texas seeks to enter into an interlocal agreement with the City of League City, Texas in order to adjust their respective corporate boundaries, 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; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds and determines that the exchange of boundaries is in the best interest of the health, safety, morals and welfare of the citizens of the City of Friendswood, and does, by this ordinance, approve such interlocal agreement, a true and correct copy of which is attached hereto and incorporated as Exhibit "A."

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

Section 1. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, the Boundary Agreement by and between the City of Friendswood, Texas, and the City of League City, Texas, a true and correct copy of which is attached hereto and incorporated as Exhibit "A."

Section 2. That the City Secretary is hereby directed to effectuate an amendment of the City's Official Map to incorporate the changes effected by the Boundary Agreement and to file copies thereof, along with a certified copy of this Ordinance, Agreement and Exhibits, with the County Clerks of Galveston and Harris Counties, Texas.

Section 3. That this ordinance shall become effective upon its passage and approval.

PASSED AND APPROVED on first reading this 5th day of April, 2021.

PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of May, 2021.

MIKE FOREMAN
MAYOR

ATTEST:

LETICIA BRYSCH
CITY SECRETARY

"Exhibit A"
Description of Property -
Tract 2 Only

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°11'52"	39.36'	N 04°42'28" W	35.42'
C2	25.00'	89°54'23"	39.23'	S 85°54'55" W	35.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 48°08'53" W	194.41'
L2	S 48°14'56" E	60.26'
L3	N 49°08'24" W	59.96'
L4	S 03°06'17" E	88.75'
L5	S 03°06'17" E	188.46'
L6	N 56°50'16" E	18.49'
L7	N 03°06'17" W	112.75'

0' 200' 400' 600'
SCALE: 1"=200'

LEGEND

- OPEN CABLE TELEVISION PEDESTAL
- FH FIRE HYDRANT
- MH MANHOLE
- PLM PIPELINE MARKER
- PP POWER POLE
- UT UNDERGROUND TELEPHONE CABLE MARKER
- V UTILITY VAULT
- WV WATER VALVE
- AC ACRES
- EOW EDGE OF WATER
- ESMT EASEMENT
- FND FOUND
- G.C.C.F. GALVESTON COUNTY CLERK'S FILE
- G.C.D.R. GALVESTON COUNTY DEED RECORDS
- G.C.M.R. GALVESTON COUNTY MAP RECORDS
- I.P. IRON PIPE
- I.R. IRON ROD
- PG. PAGE
- PLAT REC. PLAT RECORD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- SQ. FT. SQUARE FEET
- VOL. VOLUME
- W/ WITH
- BARBED WIRE FENCE
- WOODEN FENCE
- WROUGHT IRON FENCE, UNLESS OTHERWISE NOTED

DAVID FAHEY SUBDIVISION
OF THE
MARY FABREAU SURVEY
(VOL. 118, PG. 415, G.C.D.R.)

TRACT A
(CALLED 194.21 AC.)
ESTATE OF GEORGE A. BOFYSIL, JR.
TO
YELLOWSTONE HILL COUNTRY RANCHING, LLC
(G.C.C.F. #2010059866)

P.O.B. - TR. 1
FND. 5/8" I.R.

P.O.B. - TR. 2
SET 5/8" I.R. W/ CAP,
STAMPED "GEOSURV"

TRACT 1
59.521 Acres
(2,592,729 Sq. Ft.)

TRACT 2
26.921 Acres
(1,172,660 Sq. Ft.)

I.&G.N.R.R. COMPANY SURVEY
NUMBER 5, ABSTRACT NO. 622

Subject Property

GEORGE A. BOFYSIL ESTATE
I.&G.N.R.R. SURVEY, SECTION 5,
ABSTRACT NUMBER 622

Dale L. Hardy
GeoSurv
Registered Professional
Land Surveyors

P.O. Box 246, League City, Texas 77574
281-554-7739 409-765-6030 Fax: 281-554-6928
Firm No.: 10040100

To Taylor Morrison of Texas, Inc; Yellowstone Hill Country Ranching, LLC; and First American Title Guaranty Company.

This is to attest that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 13, and 14 of Table A thereof. The fieldwork was completed on September 12, 2019.

Date of Plat or Map: October 30, 2019

GeoSurv, LLC

Dale L. Hardy
Registered Professional
Land Surveyor 4847

NOTES:

- 1.) A separate exhibit containing the metes and bounds descriptions of the herein surveyed tracts is attached hereto and made a part hereof for all purposes.
- 2.) This property lies in Zone X, defined by FEMA as areas of minimal flood hazard, as scaled from Flood Insurance Rate Map (FIRM) Number 48167020202, effective date August 15, 2019.
- 3.) This survey has been prepared based on Title Commitment provided by First American Title Guaranty Company, G.F. #TMH-TX-1978187LA, issued October 10, 2019.
- 4.) Bearings shown hereon are based on Texas State Plane Coordinates, South Central Zone.
- 5.) At the time of this survey, the herein surveyed tracts have no access to dedicated public right-of-way.
- 6.) Tracts 1 lies within the incorporated limits of the City of Friendswood. Tract 2 lies within the incorporated limits of the City of League City.

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

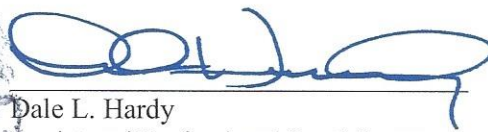
All of that certain 26.921 acres, (1,172,660 square feet) tract or parcel of land situated in the **I.&G.N.R.R. COMPANY SURVEY NUMBER 5, Abstract Number 622**, Galveston County, Texas, said 26.921 acres tract being all of that same certain tract, called 26.92 acres tract, called Tract "B", described 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

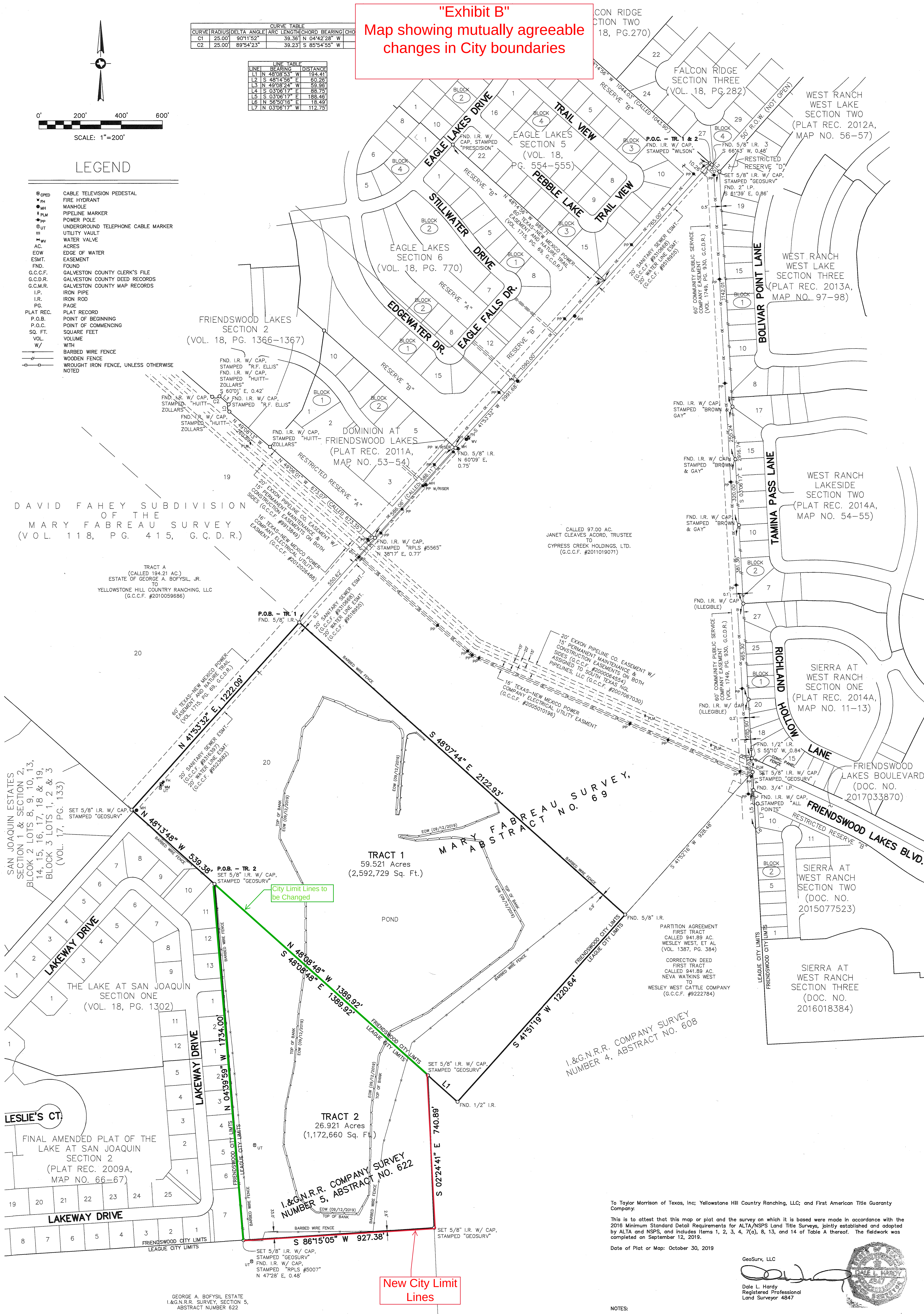
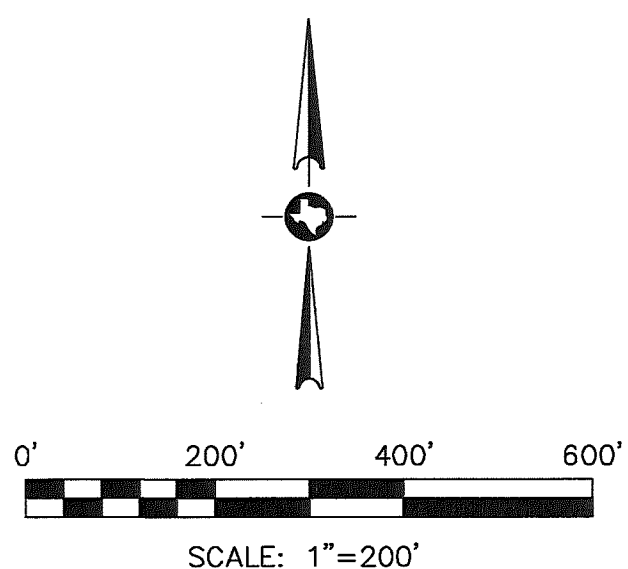
FIRM NO. 10040100

F:\FN\AVALON AT FRIENDSWOOD\19-0131\19-0131.DOCX

"Exhibit B"
Map showing mutually agreeable
changes in City boundaries

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD
C1	25.00'	90°11'52"	39.36'	N 04°42'28" W	
C2	25.00'	89°54'23"	39.23'	S 85°54'55" W	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 48°08'53" W	194.41'
L2	S 48°14'56" E	60.26'
L3	N 49°08'24" W	59.96'
L4	S 03°06'17" E	88.75'
L5	S 03°06'17" E	188.46'
L6	N 56°50'16" E	18.49'
L7	N 03°06'17" W	112.75'



This is to attest that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 13, and 14 of Table A thereof. The fieldwork was completed on September 12, 2019.

Date of Plat or Map: October 30, 2019

GeoSurv, LLC



Dale L. Hardy
Registered Professional
Land Surveyor 4847



NOTES:

- 1) A separate exhibit containing the metes and bounds descriptions of the herein surveyed tracts is attached hereto and made a part hereof for all purposes.
- 2) This property lies in Zone X, defined by FEMA as areas of minimal flood hazard, as scaled from Flood Insurance Rate Map (FIRM) Number 48167C02020, effective date August 15, 2019.
- 3) This survey has been prepared based on Title Commitment provided by First American Title Guaranty Company, G.F. #TMH-TX-1978187LA, issued October 10, 2019.
- 4) Bearings shown hereon are based on Texas State Plane Coordinates, South Central Zone.
- 5) At the time of this survey, the herein surveyed tracts have no access to dedicated public right-of-way.
- 6) Tracts 1 lies within the incorporated limits of the City of Friendswood. Tract 2 lies within the incorporated limits of the City of League City.

GeoSurv, LLC



Dale L. Hardy
Registered Professional
Land Surveyor 4847





Dale L. Hardy
GeoSurv
Registered Professional
Land Surveyors

P.O. Box 246, League City, Texas 77574
281-554-7739 409-765-6030 Fax: 281-554-6992
Firm No.: 10040100

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.
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, no should it be construed as creating a partnership, association, joint venture, or trust.
15. No Waivers. The waiver by any party hereto of a beach 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 thirty 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 party 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 _____ day of _____ 2021.

THE CITY OF LEAGUE CITY

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

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

THE CITY OF FRIENDSWOOD

Morad Kabiri, City Manager

Attest:

City Secretary

Approved as to Form:

Mary Kay Fischer, City Attorney

Exhibit A

Description of Property

Exhibit B

Map showing mutually agreeable changes in City boundaries

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: April 5, 2021

Date submitted: 03/23/2021

Prepared by: Aubrey Harbin, Director of Community Development

Subject: Consideration and possible action regarding Ordinance No. T2021-13: the first reading of an ordinance approving an interlocal agreement adjusting the corporate boundary lines between the City of Friendswood, Texas, and the City of League City, Texas, including 0.0576 acres for Friendswood Lakes Boulevard; authorizing the City Manager to execute the agreement and the City Secretary to attest; and providing an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The developer of West Ranch built a portion of Friendswood Lakes Boulevard. Additionally, a Galveston County bond project is funding the connection of the boulevard between FM 528 and West Ranch. A small triangle of land where the road is being constructed is outside the city limits. The property owner deeded the .0576 acres to the City of Friendswood, but the small triangle is in League City city limits. Since the City of Friendswood will be maintaining Friendswood Lakes Boulevard once it is constructed, it would be beneficial to incorporate the .0576 acres into Friendswood city limits.

A similar ordinance will be considered by League City City Council on April 13 and April 27. The agreement will only become effective if all parties agree.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Since the City of Friendswood will be maintaining Friendswood Lakes Boulevard once it is constructed, it would be beneficial to incorporate the .0576 acres into Friendswood city limits.

RECOMMENDATIONS

Staff recommends incorporating the land.

ATTACHMENTS

1. Ord 2021-13 with Interlocal Agreement Adjusting Corporate Boundary Lines Boulevard
2. Ord 2021-13 Exhibit A
3. Ord 2021-13 Exhibit B
4. Proposed Friendswood Interlocal Agreement with League City Friendswood Lakes Blvd

ORDINANCE NO. T2021-13

AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT ADJUSTING THE CORPORATE BOUNDARY LINES BETWEEN THE CITY OF FRIENDSWOOD, TEXAS, AND THE CITY OF LEAGUE CITY, TEXAS, INCLUDING 0.0576 ACRES FOR FRIENDSWOOD LAKES BOULEVARD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND THE CITY SECRETARY TO ATTEST; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Friendswood and the City of League City are neighboring municipalities that currently share common boundaries; and

WHEREAS, the City of Friendswood, Texas, owns a 0.0576 parcel of land that is less than 1,000 in width upon which a portion of Friendswood Lakes Boulevard will be constructed that is located within the corporate limits of the City of League City; and

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

WHEREAS, the City of Friendswood, Texas seeks to enter into an interlocal agreement with the City of League City, Texas in order to adjust their respective corporate boundaries, whereby League City will release 0.0576 acres of land from its corporate limits to be relinquished to and become a part of the corporate limits of the City of Friendswood and the City of Friendswood will accept this land from the City of League City to become part of the corporate limits of Friendswood; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds and determines that the exchange of boundaries is in the best interest of the health, safety, morals and welfare of the citizens of the City of Friendswood, and does, by this ordinance, approve such interlocal agreement, a true and correct copy of which is attached hereto and incorporated as Exhibit "A."

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

Section 1. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, the Boundary Agreement by and between the City of Friendswood, Texas, and the City of League City, Texas, a true and correct copy of which is attached hereto and incorporated as Exhibit "A."

Section 2. That the City Secretary is hereby directed to effectuate an amendment of the City's Official Map to incorporate the changes effected by the Boundary Agreement and to file copies thereof, along with a certified copy of this Ordinance, Agreement and Exhibits, with the County Clerks of Galveston and Harris Counties, Texas.

Section 3. That this ordinance shall become effective upon its passage and approval.

PASSED AND APPROVED on first reading this 5th day of April, 2021.

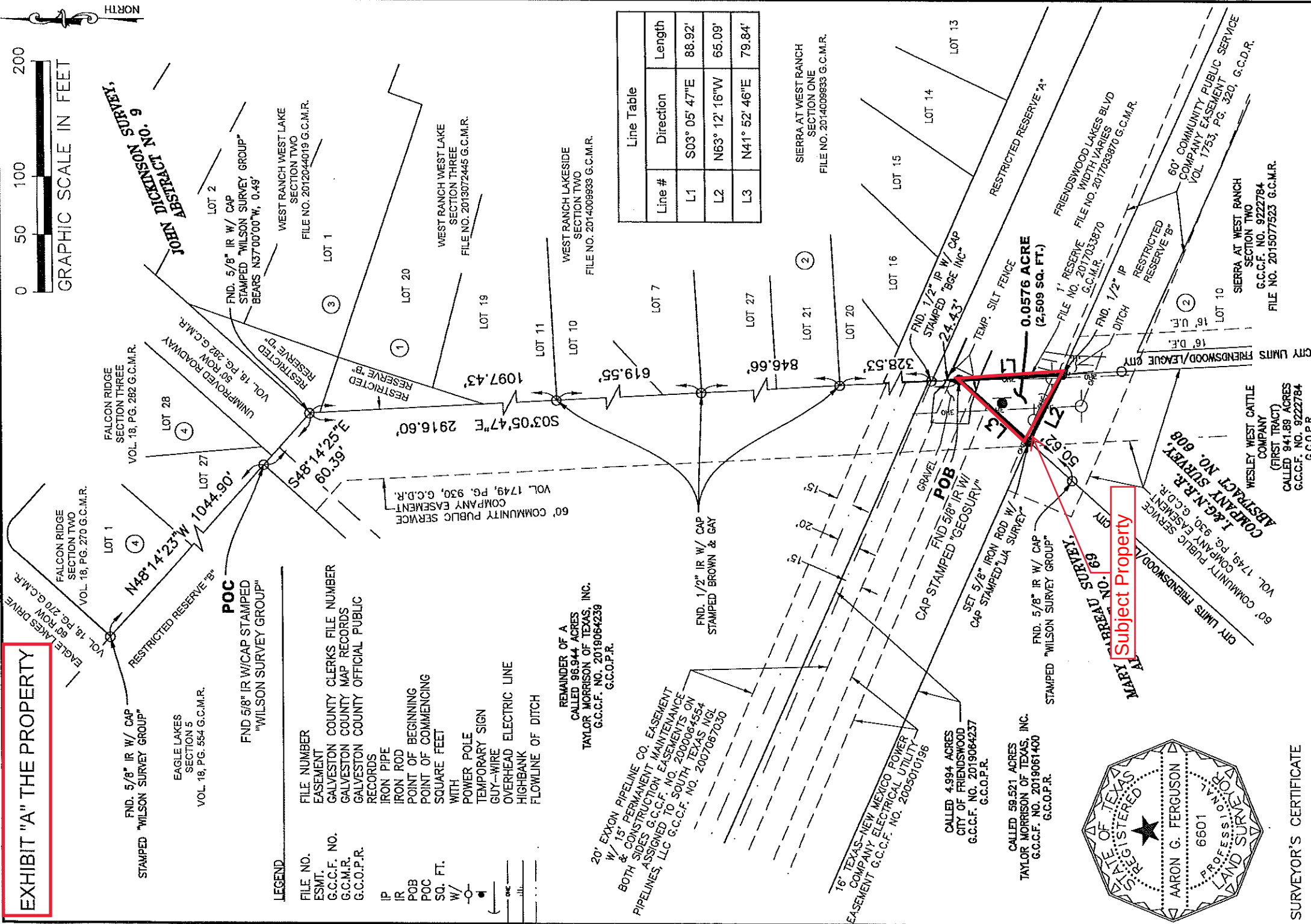
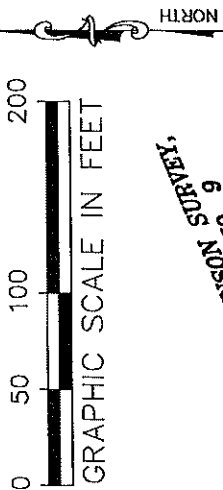
PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of May, 2021.

Mike Foreman
Mayor

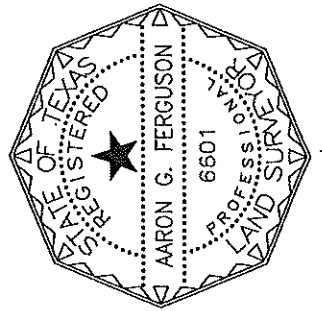
ATTEST:

Leticia Brysch
City Secretary

EXHIBIT "A" THE PROPERTY



Line Table		
Line #	Direction	Length
L1	S03° 05' 47"E	88.92'
L2	N63° 12' 16"W	65.09'
L3	N41° 52' 46"E	79.84'



SURVEYOR'S CERTIFICATE

I, Aaron G. Ferguson, Registered Professional Land Surveyor, hereby certify to Chicago Title Insurance Company, City of Friendswood, Texas and Betty Ann West Stedman, Stuart West Stedman and W. Hodges as trustees of the Wesley West Descendants Trust and Wesley West Cattle, L.P., a Texas, limited partnership (fka Wesley West Land and Cattle Company, L.P., successor by merger with Wesley West Cattle Company, a Texas Corporation) that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, TSPS Land Title Survey.

Aaron G. Ferguson
9/18/2020

Aaron G. Ferguson, RPLS, PLS
Registered Professional Land Surveyor
Texas Registration No. 6601

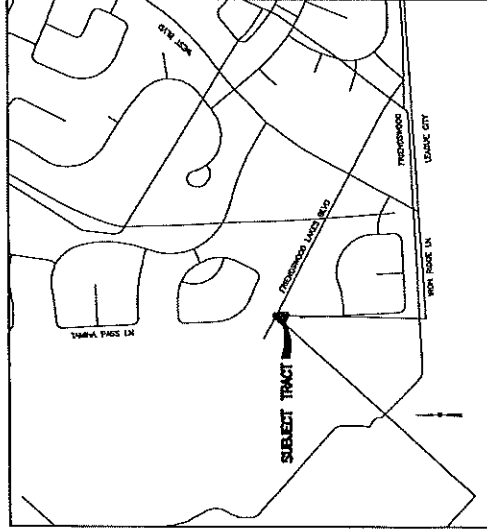
0.0576 ACRE (2,509 SQ. FT.)
LAND TITLE SURVEY
IN THE
I. & G. N. RR. CO. SURVEY
ABSTRACT NO. 608
GALVESTON COUNTY, TEXAS

SEPTEMBER 2020 JOB NO. 0074-0410B

LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

NOTES:

- 1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, NA2011 (EPOCH 2010.00).
- 2) THIS SURVEY IS ISSUED IN CONJUNCTION WITH THE METES AND BOUNDS DESCRIPTION BY LJA SURVEYING, INC. OF THE SAME CERTIFICATION DATE SHOWN HEREON, HEREBY REFERENCED AS PART 2 OF 2. THIS SURVEY IS PART 1 OF 2.
- 3) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, GF NO. CTH-FRW-CIT20727747SQM, HAVING AN EFFECTIVE DATE OF JULY 28, 2020, AND AN ISSUED DATE AUGUST 5, 2020. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION)
- c. PIPELINE EASEMENT 20 FEET WIDE GRANTED TO EXXON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1283, PAGE 429 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AS AMENDED BY INSTRUMENT RECORDED IN VOLUME 3275, PAGE 501 (80222262) OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.
(DOES NOT AFFECT SUBJECT TRACT)
- d. COMMUNITY PUBLIC SERVICE COMPANY EASEMENT AS SET FORTH IN INSTRUMENTS RECORDED IN VOLUME 1753, PAGE 312 AND VOLUME 1749, PAGE 930, DEED RECORDS, GALVESTON COUNTY, TEXAS.
(DOES AFFECT SUBJECT TRACT AND IS SHOWN HEREON)
- e. PIPELINE EASEMENT GRANTED TO DENBURY GREEN PIPELINE-TEXAS, LLC BY INSTRUMENT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2010017200
(DOES NOT AFFECT SUBJECT TRACT)
- f. PIPELINE EASEMENT GRANTED TO HSC PIPELINE PARTNERSHIP, LLC BY INSTRUMENT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2012026793.
(DOES NOT AFFECT SUBJECT TRACT)
- g. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ADJUT ADJACENT ACREAGE TRACTS. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS, AS SET FORTH ON THE PLAT OF FRIENDSWOOD LAKES BOULEVARD, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO(S). 2017/33870, MAP RECORDS, GALVESTON COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)
- i. INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS RELATING THERETO AS SET FORTH IN THE DOCUMENT
RECORDING NO.: UNDER GALVESTON COUNTY CLERK'S FILE NO(S). 880574 AND 9800157
SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE-CITED INSTRUMENT.
(NOT A SURVEY ITEM)
- k. INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS RELATING THERETO AS SET FORTH IN THE DOCUMENT
RECORDING NO.: UNDER GALVESTON COUNTY CLERK'S FILE NO(S).9222784
SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE-CITED INSTRUMENT.
(NOT A SURVEY ITEM)
- 4) BY GRAPHICAL PLOTTING AND AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48167C0202G, WITH A REVISED DATE OF AUGUST 15, 2019, THE SUBJECT TRACTS LIES WITHIN THE FOLLOWING:
ZONE "X" (UNSHADED ON THE FIRM MAP), ZONE "X" (UNSHADED) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"
LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS. LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON AVAILABLE PUBLIC DATA.
- 5) MINERAL INTERESTS WERE NOT INVESTIGATED AS A PART OF THIS SURVEY.
- 6) THIS SURVEY DOES NOT DETERMINE THE LOCATION OF WETLANDS, FAULT LINES, OR OTHER ENVIRONMENTAL ISSUES SHOULD THEY EXIST.
- 7) THE SUBJECT TRACT HAS ACCESS TO FRIENDSWOOD LAKES BLVD.
- 8) THERE IS NO VISIBLE EVIDENCE OF BURIAL GROUNDS OR MAJOR EARTH WORK AT THE TIME OF THE SURVEY. EXCEPT AS NOTED.
- 9) THE SURVEYOR HAS NOT BEEN PROVIDED WITH CONSTRUCTION PLANS SHOWING THE LOCATION OF UNDERGROUND UTILITIES. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.



VICINITY MAP
N.T.S.

**0.0576 ACRE (2,509 SQ. FT.)
LAND TITLE SURVEY**

IN THE

**I. & G. N. RR. CO. SURVEY
ABSTRACT NO. 608**

GALVESTON COUNTY, TEXAS

SEPTEMBER 2020 JOB NO. 0074-0410B

LJA Surveying, Inc.

3600 W Sam Houston Parkway S

Suite 175

Houston, Texas 77042

Phone 713.953.5200

Fax 713.953.5026

T.B.P.E.L.S. Firm No. 10194382

DESCRIPTION OF
0.0576 ACRE (2,509 SQUARE FEET)

Being 0.0576 acre (2,509 square feet) of land located in the I. & G. N. RR. Co. Survey, Abstract Number 608, Galveston County, Texas, out of the called 941.89 acre tract described in the deed to Wesley West Cattle Company (First Tract) by an instrument of record in File Number 9222784 of the Official Public Records of said Galveston County, Texas (G.C.O.P.R.), said 0.0576 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 {NA2011} EPOCH 2010.00);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" found for the northwest corner of the remainder of a called 96.944 acre tract described in the deed to Taylor Morrison of Texas, Inc. by instrument of record in File Number 2019064239, G.C.O.P.R., the northeast corner of Eagle Lakes, Section 5, a subdivision of record in Volume 18, Page 554 of the Map Records of said Galveston County, Texas (G.C.M.R.), and in the south line of Falcon Ridge, Section Three, a subdivision of record in Volume 18, Page 282, G.C.M.R., from which a 5/8-inch iron rod found in the common line of said Eagle Lakes, Section 5 and Falcon Ridge, Section Two, a subdivision of record in Volume 18, Page 270, G.C.M.R. bears, North 48° 14' 23" West, 1,044.90 feet;

Thence, South 48° 14' 25" East along the north line of said 96.944 acre tract and the south line of said Falcon Ridge, Section Three, 60.39 feet to the southeast corner of said Falcon Ridge, Section Three, the northeast corner of said 96.944 acre tract, and a southwest corner of West Ranch West Lake, Section Two, a subdivision of record in File Number 2012044019, G.C.M.R. from which a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" bears, North 37° 00' 00" West, 0.49 feet;

Thence, South 03° 05' 47" East, along the east line of said 96.944 acre tract, passing at 1,097.43 feet a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 1,716.98 feet passing a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 2,563.64 feet passing a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 2,892.17 feet passing a found 1/2-inch iron pipe with cap stamped "BGE INC", continuing in all a total distance of 2,916.60 feet to a 5/8-inch iron rod with cap stamped "GEOSURV" found for a north corner of the aforementioned 941.89 acre tract, the east corner of a called 4.994 acre tract described in the deed to the City of Friendswood by an instrument of record in File Number 2019064237, G.C.O.P.R., in the west line of Friendswood Lake Boulevard, a subdivision of record in File Number 2017033870, G.C.M.R., a corner of the City of Friendswood city limits and League City limits, said point also being the POINT OF BEGINNING of the herein described tract;

Thence, South 03° 05' 47" East, along the west line of said Friendswood Lake Boulevard, and an east line of said 941.89 acre tract, same being the common line of said City of Friendswood city limits and League City city limits, 88.92 feet to a 1/2-inch iron pipe found for a westerly corner of said Friendswood Lake Boulevard, the northwest corner of Sierra at West Ranch, Section Two, a subdivision of record in File Number 2015077523, G.C.M.R.;

0.0576 Acre

September 18, 2020
Job No. 0074-0410B

Thence, North 63° 12' 16" West, departing said common lines, 65.09 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set in a west line of said 941.89 acre tract, the east line of said 96.944 acre tract, and said city limit lines for the southeast corner of the aforementioned 4.944 acre tract, from which a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" bears, South 41° 52' 46" West, 50.62 feet;

Thence, North 41° 52' 46" East, along said common lines, 79.84 feet to the POINT OF BEGINNING and containing 0.0576 acre (2,509 square feet) of land.

This Metes and Bounds is issued in conjunction with the Survey by LJA Surveying, Inc. of the same certification date shown hereon, hereby referenced as Part 1 of 2. This Metes and Bounds is Part 2 of 2.

LJA Surveying, Inc.

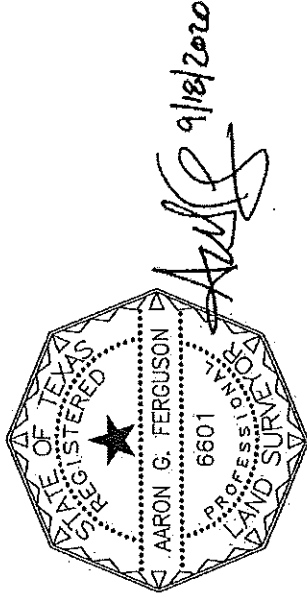
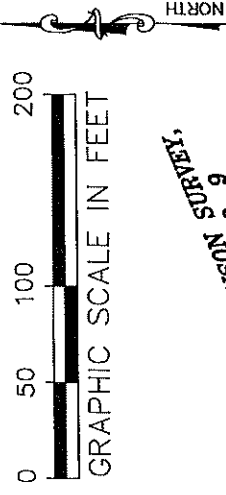


EXHIBIT "B"
MAP SHOWING MUTUALLY
AGREEABLE CHANGE IN CITY
BOUNDARIES



STAMPED "WILSON SURVEY GROUP"

EAGLE LAKES
SECTION 5
VOL. 18, PG. 354 G.C.M.R.

POC
FND 5/8" IR W/CAP STAMPED
"WILSON SURVEY GROUP"

LEGEND

FILE NO.
EASMT.
G.C.C.F. NO.
G.C.M.R.
G.C.O.P.R.
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POC
SQ. FT.
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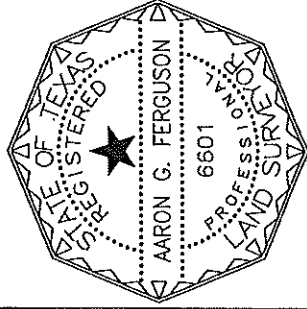
REMAINDER OF A
CALLED 96.944 ACRES
TAYLOR MORRISON OF TEXAS, INC.
G.C.C.F. NO. 2019064239
G.C.O.P.R.

20' EXXON PIPELINE CO. EASEMENT
W/ 15' PERMANENT MAINTENANCE
BOTH SIDES CONSTRUCTION EASEMENTS ON
PIPELINES, LLC G.C.C.F. NO. 2000064554
ASSIGNED TO SOUTH TEXAS NGL
G.C.C.F. NO. 2007087030

16' TEXAS-NEW MEXICO POWER
COMPANY ELECTRICAL UTILITY
EASEMENT G.C.C.F. NO. 2005010196

CALLED 4.994 ACRES
CITY OF FRIENDSWOOD
G.C.C.F. NO. 2019064237
G.C.O.P.R.

CALLED 59.521 ACRES
TAYLOR MORRISON OF TEXAS, INC.
G.C.C.F. NO. 2019061400
G.C.O.P.R.



SURVEYOR'S CERTIFICATE

I, Aaron G. Ferguson, Registered Professional Land Surveyor, hereby certify to Chicago Title Insurance Company, City of Friendswood, Texas and Betty Ann West Stedman, Stuart West Stedman and W. Hodges as trustees of the Wesley West Descendants Trust and Wesley West Cattle, L.P., a Texas, limited partnership (fka Wesley West Land and Cattle Company, L.P., successor by merger with Wesley West Cattle Company, a Texas Corporation) that this survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, TSPS Land Title Survey.

Aaron G. Ferguson
9/18/2020

Aaron G. Ferguson, RPLS, PLS
Registered Professional Land Surveyor
Texas Registration No. 6601

Line Table		
Line #	Direction	Length
L1	S03° 05' 47"E	88.92'
L2	N63° 12' 16"W	65.09'
L3	N41° 52' 46"E	79.84'

SIERRA AT WEST RANCH
SECTION ONE
FILE NO. 2014009933 G.C.M.R.

City limit lines to be
changed

New City Limit Line

0.0576 ACRE (2,509 SQ. FT.)
LAND TITLE SURVEY
IN THE

I. & G. N. RR. CO. SURVEY
ABSTRACT NO. 608
GALVESTON COUNTY, TEXAS

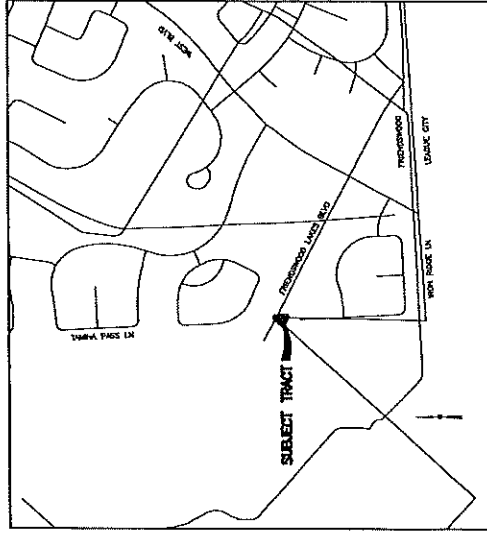
SEPTEMBER 2020 JOB NO. 0074-0410B

LJA Surveying, Inc.

3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

NOTES:

- 1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, NA2011 (EPOCH 2010.00).
- 2) THIS SURVEY IS ISSUED IN CONJUNCTION WITH THE METES AND BOUNDS DESCRIPTION BY LJA SURVEYING, INC. OF THE SAME CERTIFICATION DATE SHOWN HEREON, HEREBY REFERENCED AS PART 2 OF 2. THIS SURVEY IS PART 1 OF 2.
- 3) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, GF NO. CTH-FRW-CIT20727477SOM, HAVING AN EFFECTIVE DATE OF JULY 28, 2020, AND AN ISSUED DATE AUGUST 5, 2020. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION)
- c. PIPELINE EASEMENT 20 FEET WIDE GRANTED TO EXXON PIPELINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1283, PAGE 429 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AS AMENDED BY INSTRUMENT RECORDED IN VOLUME 3275, PAGE 501 (8022262) OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS.
(DOES NOT AFFECT SUBJECT TRACT)
- d. COMMUNITY PUBLIC SERVICE COMPANY EASEMENT AS SET FORTH IN INSTRUMENTS RECORDED IN VOLUME 1753, PAGE 312 AND VOLUME 1749, PAGE 930, DEED RECORDS, GALVESTON COUNTY, TEXAS.
(DOES AFFECT SUBJECT TRACT AND IS SHOWN HEREON)
- e. PIPELINE EASEMENT GRANTED TO DENBURY GREEN PIPELINE-TEXAS, LLC BY INSTRUMENT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2010017200
(DOES NOT AFFECT SUBJECT TRACT)
- f. PIPELINE EASEMENT GRANTED TO HSC PIPELINE PARTNERSHIP, LLC BY INSTRUMENT RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2012026793.
(DOES NOT AFFECT SUBJECT TRACT)
- g. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ADJUT ADJACENT ACREAGE TRACTS. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS, AS SET FORTH ON THE PLAT OF FRIENDSWOOD LAKES BOULEVARD, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO(S). 2017/33870, MAP RECORDS, GALVESTON COUNTY, TEXAS
(DOES NOT AFFECT SUBJECT TRACT)
- i. INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS RELATING THERETO AS SET FORTH IN THE DOCUMENT
RECORDING NO.: UNDER GALVESTON COUNTY CLERK'S FILE NO(S). 880574 AND 9800157
SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE-CITED INSTRUMENT.
(NOT A SURVEY ITEM)
- k. INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS RELATING THERETO AS SET FORTH IN THE DOCUMENT
RECORDING NO.: UNDER GALVESTON COUNTY CLERK'S FILE NO(S).9222784
SAID MINERAL INTEREST NOT TRACED SUBSEQUENT TO THE DATE OF THE ABOVE-CITED INSTRUMENT.
(NOT A SURVEY ITEM)
- 4) BY GRAPHICAL PLOTTING AND AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48167C0202G, WITH A REVISED DATE OF AUGUST 15, 2019, THE SUBJECT TRACTS LIES WITHIN THE FOLLOWING:
ZONE "X" (UNSHADED ON THE FIRM MAP), ZONE "X" (UNSHADED) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"
LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS. LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON AVAILABLE PUBLIC DATA.
- 5) MINERAL INTERESTS WERE NOT INVESTIGATED AS A PART OF THIS SURVEY.
- 6) THIS SURVEY DOES NOT DETERMINE THE LOCATION OF WETLANDS, FAULT LINES, OR OTHER ENVIRONMENTAL ISSUES SHOULD THEY EXIST.
- 7) THE SUBJECT TRACT HAS ACCESS TO FRIENDSWOOD LAKES BLVD.
- 8) THERE IS NO VISIBLE EVIDENCE OF BURIAL GROUNDS OR MAJOR EARTH WORK AT THE TIME OF THE SURVEY. EXCEPT AS NOTED.
- 9) THE SURVEYOR HAS NOT BEEN PROVIDED WITH CONSTRUCTION PLANS SHOWING THE LOCATION OF UNDERGROUND UTILITIES. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.



VICINITY MAP
N.T.S.

**0.0576 ACRE (2,509 SQ. FT.)
LAND TITLE SURVEY**

IN THE

**I. & G. N. RR. CO. SURVEY
ABSTRACT NO. 608**

GALVESTON COUNTY, TEXAS

SEPTEMBER 2020 JOB NO. 0074-0410B

LJA Surveying, Inc.

3600 W Sam Houston Parkway S

Suite 175

Houston, Texas 77042

Phone 713.953.5200

Fax 713.953.5026

T.B.P.E.L.S. Firm No. 10194382

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 City of Friendswood, Texas owns a 0.0576 parcel of land that is less than 1,000 in width, upon which a portion of Friendswood Lakes Boulevard will be constructed; and

WHEREAS, pursuant to Texas Local Government Code Section 43.015, adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; 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 0.0576 acres of land, (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. 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 0.0576 acres of land, (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.
3. 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.
4. 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.
5. 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
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
13. 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.
14. 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.
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, 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.
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 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.

19. Effective Date. This Agreement shall be in full force and effect from and after its approval by each City's City Council.

Executed this _____ day of _____ 2021.

THE CITY OF LEAGUE CITY

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

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

THE CITY OF FRIENDSWOOD

Morad Kabiri, City Manager

Attest:

Leticia Brysch, City Secretary

Approved as to Form:

Mary Kay Fischer, City Attorney

Exhibit A

Description of Property

Exhibit B

Map showing mutually agreeable changes in Citys' boundaries

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: April 5, 2021

Date submitted: 02/22/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and possible action regarding Ordinance No. T2021-14: the first reading of an ordinance regarding an AMENDED request for a zone classification change located along FM 2351 consisting of 34.3288 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 34.3288 acres consisting of three tracts (9.5455 acres, 15.0371 acres and 9.742 acres) as more fully described in the backup materials. (Original Request was to change zoning of 159.8029 acres to change from Community Shopping Center (CSC) and Industrial (I) to a Planned Unit Development (PUD), the 159.8029 acres being described fully in three phases as follows: PH-1 – 14.9959 acres (5.414 acres and 9.5819 acres); PH-2 – 34.3288 acres (9.5455 acres, 15.0371 acres and 9.742 acres); and PH-3 – 110.4782 acres).

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The proposed Planned Unit Development (Panhandle PUD) would be the development guidelines for 34.3288 acres for the tracts identified that are located along FM 2351. This application is conceptual in nature meaning that development of each site will be subject to site plan approvals on an individual basis in the future. The original zone change request was for 159.8029 acres, but after the public hearing and discussion with the Planning and Zoning Commission, the applicant reduced the PUD to only include 34.3288 acres.

The PUD includes its own regulation matrix, permitted use definitions, and parking regulations in addition to reduced screening, landscaping and setback requirements. Conceptual elevations for the buildings are included in the PUD document. Regarding the Permitted Uses (page 5), for the area to be known as the Commons at Timber Creek (9.5455 acres) the applicant is requesting to allow uses that are allowed by the City's Permitted Use Table in Community Shopping Center (CSC) and Light Industrial (LI) and for the areas to be known as Industry Park 1 and Industry Park 2, the applicant is requesting to allow uses that are allowed by the City's Permitted Use Table in Light Industrial (LI) and Industrial (I) while maintaining the City's requirement for SUP and Office Use Only with some exceptions.

The developer has done some drainage work and studies over the years. In September 2019, he paid for an "Updated Northern Panhandle Regional Detention" utilizing the City of Friendswood Master Drainage Plan as a basis for the study. The City Council has not formally adopted this plan and it is therefore not required to be adhered to. Additionally, the plan identifies property not owned by the developer as areas for detention (Exhibit One and Exhibit Two).

A comparison of the the PUD proposals and the current City ordinances is provided in the backup materials - "Panhandle PUD and City Ordinance Comparison REVISED."

The attachment titled "Setback Exhibit" shows how they plan for the PUD setbacks to apply to the development. The attachment titled "Proposed Screening" is intended to support Section D.2. of the PUD.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Development of the panhandle area would be a benefit to the community and contribute to the City's commercial tax base; however, the proposed PUD increases uses that would be allowed, reduces setbacks, reduces the Community Overlay District (COD) from 300 feet to 150 feet, reduces landscaping and screening requirements, and increases photometric (exterior lighting) allowances that have been established in the City's Zoning Ordinance.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held March 25, 2021, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 2-5 (Commissioners Matranga, Clark, Sasson, Hinkley and Perry opposed; Lundquist and Mann were in favor) on a motion to approve the requested zone change, which is a failed motion. The Commission is forwarding a negative recommendation to City Council.

ATTACHMENTS

1. Ord 2021-14 Panhandle PUD
2. Ord 2021-14 Exhibit A
3. Ord 2021-14 Exhibit B

ORDINANCE NO. T2021-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – “ZONING,” BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 34.3288 ACRES OF LAND ALONG FM 2351, FRIENDSWOOD, HARRIS COUNTY, TEXAS, TO CHANGE FROM COMMUNITY SHOPPING CENTER (CSC) AND INDUSTRIAL (I) TO PLANNED UNIT DEVELOPMENT (PUD), “PANHANDLE PUD” CONSISTING OF THE FOLLOWING TRACTS: 1) 9.5455 ACRES ACRE TRACT OF LAND BEING OUT OF AND A PART OF DIVISION A, LOT SIXTY-THREE (63) OF HOIDALE AND COFFMAN SUBDIVISION, OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, IN FRIENDSWOOD HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAME RECORDED IN VOLUME 3 PAGE 6 OF THE MAP RECORDS OF HARRIS COUNTY AND BEING THAT SAME TRACT OF LAND CONVEYED TO FREEMAN HOLDINGS, LLC, AS DESCRIBED IN DEEDS RECORDED UNDER COUNTY CLERK’S FILE NOS. W176134, 20070519344, 20070519345, 20080057856, 20080057863 AND 20090356404, ALL OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, FRIENDSWOOD, HARRIS COUNTY, TEXAS; 2) 15.0371 ACRES CONSISTING OF TRACT 1 – A TRACT OF LAND CONTAINING 16.592 ACRES, MORE OR LESS, OUT OF A CALLED 19.4825 ACRE TRACT BEING TRACTS B AND C OUT OF LOT 63 OF THE HOIDALE AND COFFMAN SUBDIVISION OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 3, PAGE 6, HARRIS COUNTY MAP RECORDS, PART OF WHICH HAS THEREOF RECORDED UNDER FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, RESTRICTED RESERVE A OF FINAL PLAT OF BSR SUBDIVISION NO. 1 – 5.540 ACRES, A SUBDIVISION IN HARRIS COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, FRIENDSWOOD, HARRIS COUNTY, TEXAS; TRACT 2 – A TRACT OF LAND CONTAINING .0918 ACRES, MORE OR LESS, OUT OF A 19.4825 ACRE TRACT, BEING TRACTS B AND C OF LOT 63 OF THE HOIDALE AND COFFMAN SUBDIVISION OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS AS RECORDED IN VOLUME 3,

PAGE 6 OF THE HARRIS COUNTY MAP RECORDS, FRIENDSWOOD, HARRIS COUNTY, TEXAS; TRACT 3 – A TRACT OF LAND CONTAINING .1119 ACRES OF LAND LOCATED IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, BEING OUT OF AND PART OF DIVISION B OF LOT 63 OF THE HOIDALE-COFFMAN ADDITION SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 6, HARRIS COUNTY MAP RECORDS, .1119 ACRE TRACT BEING OUT OF AND A PART OF 19.4825 ACRE TRACT FILED UNDER HARRIS COUNTY CLERK FILE NO. RP-2019-182701, FRIENDSWOOD, HARRIS COUNTY, TEXAS; TRACTS 1-3 DESCRIBED ABOVE (16.7957 ACRES) SAVE AND EXCEPT .5406 ACRES KNOWN AS RESERVE H AND 1.2180 ACRES KNOWN AS RESERVE I OF PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 688395, OF THE MAP OF PLAT RECORDS OF HARRIS COUNTY, TEXAS, MAKE UP THE 15.0371 ACRES INCLUDED IN PANHANDLE PUD; AND 3) 9.7462 ACRES KNOWN AS PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, A SUBDIVISION OF 9.7462 ACRES OUT OF LOT 63 DIVISIONS “B” AND “C” AND LOT 64 DIVISION “D”, OF HOIDALE-COFFMAN ADDITION VOLUME 3, PAGE 6 HARRIS COUNTY MAP RECORDS IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS, HARRIS COUNTY, FRIENDSWOOD, TEXAS; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Coastal Bend Property Development LLC/LP acting by and through Daniel Rucker is the property owner of a 9.5455 acre tract of land being out of and a part of Division A, Lot Sixty-Three (63) of Hoidale and Coffman Subdivision, of the Perry and Austin League, Abstract 55, in Friendswood Harris County, Texas, and a 15.0371 acres consisting of three tracts of land described as follows: Tract 1 – A tract of land containing 16.592 acres, more or less, out

of a called 19.4825 acre tract being Tracts B and C out of Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, part of which has thereof recorded under Film Code No. 646183 of the Map Records of Harris County, Texas, Restricted Reserve A of Final Plat of BSR Subdivision No. 1 – 5.540 acres, a Subdivision in Harris County, according to the map or plat thereof, recorded at Film Code No. 646183 of the Map Records of Harris County, Friendswood, Harris County, Texas; Tract 2 - a tract of land containing .0918 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C of Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6 of the Harris County Map Records, Friendswood, Harris County, Texas; Tract 3 - A tract of land containing .1119 acres of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and part of Division B of Lot 63 of the Hoidale-Coffman Addition Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, .1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. RP-2019-182701, Friendswood, Harris County, Texas; and Save and Except - Tracts 1-3 described above (16.7957 acres) save and except .5406 acres known as Reserve H and 1.2180 acres known as Reserve I of Partial Plat of Industry Park Friendswood, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 688395, of the Map of Plat Records of Harris County, Texas, make up the 15.0371 acres included in Panhandle PUD; and Coastal Bend Property Development, LLC/LP acting by and through Daniel Rucker, E Squared Properties LLC acting by and through Tommy Echols, and Clay Hockley Business Park LLC acting by and through Jeffrey Robinson, are the Owners of a 9.7462 acres of land known as Partial Plat of Industry Park Friendswood, a subdivision of 9.7462 acres out of Lot 63 Divisions “B” and “C” and Lot 64

Division “D”, of Hoidale-Coffman Addition Volume 3, Page 6 Harris County Map Records in the Perry and Austin League, Abstract 55, City of Friendswood, Harris County, Texas, Harris County, Friendswood, Texas, (the “Property”) is also depicted in Exhibit “A” incorporated herein by reference, including warranty deeds, surveys and metes and bounds descriptions, location map, zoning map and aerial map; and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Community Shopping Center (CSC) and Industrial (I) to Planned Unit Development (PUD) to allow for a private, commercial and industrial development with varying lot sizes, setbacks, uses, landscaping and screening and parking regulations to be known as the Panhandle PUD pursuant to the PUD document and conceptual imaging attached hereto included in Exhibit “B”; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, public hearings on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

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 and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, “Zoning,” Section 3, “Provision for Official Zoning Map,” is hereby amended, rezoning the Property identified in the attached Exhibit “A”, from Community Shopping Center (CSC) and Industrial (I) to Planned Unit Development (PUD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein. This rezoning is specifically conditioned upon Owner’s full compliance with Appendix C, Zoning Ordinance, Section 7. “Schedule of District Regulations,” J. “Planned Unit Development, General Purpose and Description,” paragraph 7.c.2 (Option 2).

Section 3. The Official Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or

provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 5th day of April, 2021.

PASSED, APPROVED, and ADOPTED on second and final reading this 3rd day of May, 2021.

Mike Foreman
Mayor

ATTEST:

Leticia Brysch
City Secretary

Exhibit “A”

1. Applications, Property Deeds, Metes and Bounds Descriptions and Plat
2. Aerial Map
3. Location Map
4. Zoning Map

Exhibit “B”

1. Panhandle PUD document

Panhandle PUD

34.3288 acres

Coastal Bend Property Development – 9.5455 acres

Coastal Bend Property Development – 15.0317 acres

Partial Plat of Industry Park at Friendswood – 9.7462 acres



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Varies

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: See attached Exhibit A for all tracts and property owners

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Coastal Bend Property Development, LP Phone: 281-648-1268

Owner's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-0832

Owner's Email Address: drucker@cbpd.net

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/25/21

Agent's Signature: _____ Date: _____

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

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

Electronically Recorded	
REC #	20150158418
COUNTY	Harris
DATE	4-17-15

SPECIAL WARRANTY DEED

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

Date: April 8, 2015

Grantor: FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Sole Member, FRANCIS B. FREEMAN, JR.

Grantor's Mailing Address (including county):

16221 Foster Street
Overland Park, Johnson County, Kansas 66085-8418

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

A 9.5455 acre tract of land being out of and a part of Division A, Lot Sixty-Three (63) of HOIDALE AND COFFMAN SUBDIVISION, of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas, according to the map or plat of same recorded in Volume 3, Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in Deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863 and 20090356404, all of the Real Property Records of Harris County, Texas, said 9.5455 acre tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 14046665
FILED BY
ALAMO TITLE COMPANY

Reservations from and exceptions to Conveyance and Warranty:

1. **Restrictive Covenants filed for record under Harris County Clerk's File Numbers 20070519344 and 20150141378.**
2. **Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:**

 Purpose: roadway easement
 Recording No.: Volume 3, Page 6 of the Map Records of Harris County, Texas
 Affects: Forty feet (40') in width along the Southwesterly Property line

 as shown on Survey dated June 3, 2008, revised on May 13, 2014, prepared by James H. Thomas, R.P.L.S. No. 5736, Job No. 15256.
3. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1070, Page 65 of the Deed Records of Harris County, Texas.**
4. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed in Volume 1067, Page 78 of the Deed Records of Harris County, Texas.**
5. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number T937266.**
6. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U059011.**
7. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number U281794.**
8. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20070519344 and 20070519345.**
9. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded/filed under Harris County Clerk's File Number(s) 20080057856 and 20080057863.**
10. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 2, 1934, recorded in Volume 245, Page 388 of the Contract Records of Harris County, Texas. Said Lease assigned to Humble Oil & Refining Company by instrument recorded in Volume 251, Page 124 of the Contract Records of Harris County, Texas.**

11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 8, 1934, recorded in Volume 248, Page 449 of the Contract Records of Harris County, Texas. Said Lease pooled by Agreement recorded in Volume 285, Page 459 of the Contract Records of Harris County, Texas.

Unit Agreement as set out in instrument filed under Harris County Clerk's File Number D963691.

12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 19, 2012, recorded at Harris County Clerk's File Number 20120564557.
13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by Survey:

Job No.: 15256
Dated: June 3, 2008
Prepared by: James H. Thomas, R.P.L.S. No. 5736
Matters shown: proposed future one hundred twenty foot (120') right-of-way for Blackhawk Boulevard along the North-Westerly Property line.

Taxes for the current year have been prorated and are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, EXPRESS OR IMPLIED, WRITTEN OR ORAL. IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE

NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; and (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

FREEMAN HOLDINGS OF TEXAS, L.L.C.,
a Texas limited liability company

By: FR. Freeman Sole Member
Name: FRANCIS B. FREEMAN, JR.
Title: Sole Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY DEVELOPMENT, LP,
a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a
Texas limited liability company,
General Partner

By: Daniel D. Rucker
Name: DANIEL D. RUCKER
Title: Managing Member

By: Richard L. Kinzel Jr.
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

THE STATE OF ~~KANSAS~~ ^{Louisiana} }

COUNTY OF ~~JOHNSON~~ ^{Orleans} }

This instrument was acknowledged before me on the 8th day of April, 2015, by FRANCIS B. FREEMAN, JR., Sole Member of FREEMAN HOLDINGS OF TEXAS, L.L.C., a Texas limited liability company, on behalf of said company.



Lettycha Gonzalez
Notary Public, State of ~~Kansas~~ ^{Louisiana}

Notary's printed name:

Lettycha Gonzalez

Notary's commission expires: upon death

THE STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on the 14th day of April, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.



G. Hefner
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

THE STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on the 14th day of April, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.



G. Hefner
Notary Public, State of Texas

Notary's printed name:

Notary's commission expires:

(H:\jkm\titleco\April15\22-14046665-GH)

Return to: Coastal Bend Property
4558 FM 2351 Rd.
Friendswood, Texas 77540

EXHIBIT "A"

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

Thomas Land Surveying

Surveying • Planning • Project Management

May 14, 2014

9.5455 Acres

Fieldnotes for a 9.5455 acre tract of land being out of and a part of Division A, Lot 63 of the Hoidale and Coffman Subdivision of the Perry and Austin League, Abstract 55, in Friendswood, Harris County, Texas according to the map or plat of same recorded in Volume 3 Page 6 of the Map Records of Harris County, and being that same 9.5455 acre tract of land conveyed to Freeman Holdings, L.L.C., as described in deeds recorded under County Clerk's File Nos. W176134, 20070519344, 20070519345, 20080057856, 20080057863, and 20090356404, all of the Real Property Records of Harris County, said 9.5455 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod with cap set in the Northwest line of F.M. Highway No. 2351, based on a 120 foot right-of-way, at its intersection with the common line between said Division A and Division B, Lot 63 of said Hoidale and Coffman Subdivision, said point being the most Easterly corner of the said 9.5455 acre tract and the herein described tract, said point also being the most Southerly corner of Lot 1, Friendswood City Texaco, a subdivision recorded under Film Code No. 375112 of the said Map Records;

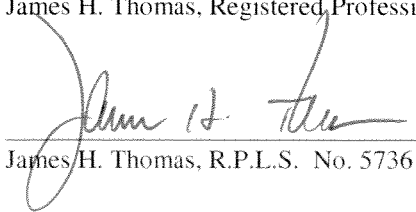
Thence, South 45°36'09" West, 660.00 feet with the Northwest line of said F.M. Highway No. 2351 to a 5/8 inch steel rod with cap set for the most Southerly corner of the herein described tract, said point also being the most Easterly corner of that certain 29.3726 acre tract of land conveyed to Baham Interests Limited Partnership, as described in deed recorded under County Clerk's File No. 20120548043 of the said Real Property Records, and being in the common Southwest line of said Division A of Lot 63 and the Northeast line of Division B, Lot 62 of said Hoidale and Coffman Subdivision;

Thence, North 45°00'38" West, 630.04 feet with the common line between said Lots 62 and 63, and with the Northeast line of said 29.3726 acre tract to a 5/8 inch steel rod found marking the most Westerly corner of said Division A and the herein described tract, said point also being the most Southerly corner of that certain 10 acre tract conveyed to Primavera Resources, Inc. as described in deed recorded under County Clerk's File No. S558282 of the said Real Property Records, said point also being the common corner of Divisions B and C of Lot 62 and Divisions A and D of Lot 63 of said Hoidale and Coffman Subdivision;

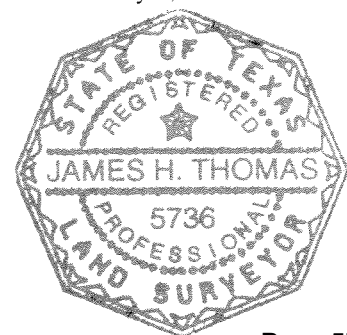
Thence, North 45°36'09" East 660.00 feet with the Southeast line of the said 10 acre tract and with the common line between Divisions A and D of said Lot 63 to a 5/8 inch steel rod with cap set for the most Northerly corner of the herein described tract, said point being the common corner of Divisions A, B, C, and D of said Lot 63, said point also being in the Southwest line of that certain 16.592 acre tract of land conveyed to BSR, L.L.C., as described in deed recorded under County Clerk's File No. 20090099800 of the said Real Property Records;

Thence, South 45°00'38" East with the Southwest line of the said 16.592 acre tract and the common line between Divisions A and B, at 445.19 feet passing the most Westerly corner of aforesaid Friendswood City Texaco, and continuing with the Southwest line of said Friendswood City Texaco in all, a total distance of 630.04 feet to the PLACE OF BEGINNING and containing 9.5455 acres or 415,803 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 15256) made under the direction of James H. Thomas, Registered Professional Land Surveyor on July 21, 2007, and revised on May 7, 2014.


James H. Thomas, R.P.L.S. No. 5736

14340 Torrey Chase Blvd., Suite 270 • Houston, Texas 77014
(281) 440-7730 • Fax (281) 440-7737
www.thomaslandsurveying.com



Electronically Recorded
REC#: 20150084708
COUNTY: Harris
DATE: 3-3-2015

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: February 11, 2015

Grantor: BSR, L.L.C., a Texas limited liability company, acting herein by and through its duly authorized Managing Members, MARYLYN REED and JASON ALEXANDER

Grantor's Mailing Address (including county):

307 East Edgewood
Friendswood, Galveston County, Texas 77546-3822

Grantee: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration:

For Ten and No/100 Dollars (\$10.00) and a Note of even date that is in the principal amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to Keith A. Mullins, Trustee.

Property (including any improvements):

TRACT 1:

A tract of land containing 16.592 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63) of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

ATCH 14045268

FILED BY
ALAMO TITLE COMPANY

SAVE AND EXCEPT that certain tract of land, known as Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 2:

Restricted Reserve "A", of Final Plat of BSR SUBDIVISION NUMBER ONE (1) - 5.450 ACRES, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded at Film Code Number 646183, of the Map Records of Harris County, Texas.

TRACT 3:

A tract of land containing 0.0918 acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot Sixty-Three (63), of the COFFMAN AND HOIDALE SUBDIVISION, a subdivision in Harris County, Texas, out of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded instruments, other than liens and conveyances, that affect the Property. Taxes for the current year have been prorated and are assumed by Grantee.

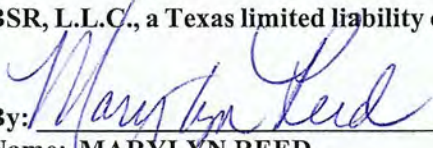
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors, or assigns forever. Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

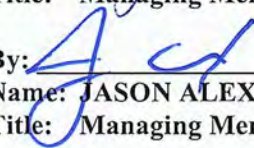
The vendor's lien against and superior title to the Property are retained until the Note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTEE ACCEPTS THE PROPERTY "AS IS", IN THE PRESENT CONDITION OF THE PROPERTY WITH ANY AND ALL DEFECTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE GENERAL WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT FOR ANY REPRESENTATIONS AND/OR WARRANTIES CONTAINED IN THE CONTRACT BY AND BETWEEN GRANTOR AND GRANTEE WHICH SURVIVE THE CLOSING OF THIS TRANSACTION.

BSR, L.L.C., a Texas limited liability company

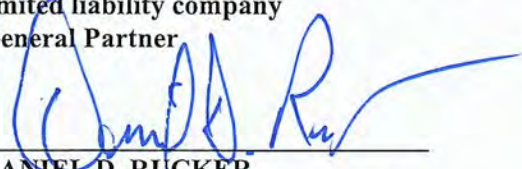
By: 
Name: MARYLYN REED
Title: Managing Member

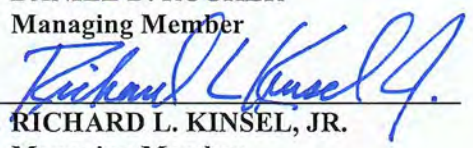
By: 
Name: JASON ALEXANDER
Title: Managing Member

AGREED TO AND ACCEPTED BY:

COASTAL BEND PROPERTY
DEVELOPMENT, LP, a Texas limited partnership

By: CBPD MANAGEMENT, LLC, a Texas
limited liability company
General Partner

By: 
Name: DANIEL D. RUCKER
Title: Managing Member

By: 
Name: RICHARD L. KINSEL, JR.
Title: Managing Member

THE STATE OF TEXAS { }

COUNTY OF HARRIS { }

This instrument was acknowledged before me on the 13th day of February, 2015, by MARYLYN REED, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.





Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

THE STATE OF TEXAS { }

COUNTY OF HARRIS { }

This instrument was acknowledged before me on the 13th day of February, 2015, by JASON ALEXANDER, Managing Member of BSR, L.L.C., a Texas limited liability company, on behalf of said company.





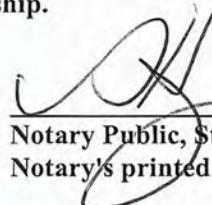
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by DANIEL D. RUCKER, Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.





Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

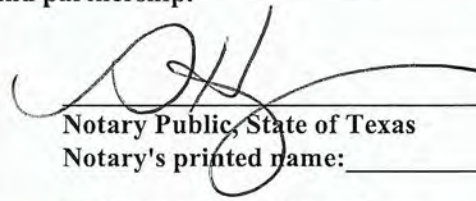


THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

This instrument was acknowledged before me on the 11th day of February, 2015, by RICHARD L. KINSEL, JR., Managing Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said company and partnership.





Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____



EXHIBIT "A"

TRACT 1:

A tract of land containing **16.592** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found in the northerly right-of-way line of F.M. 2351 (120' R.O.W.) said iron rod marking the common line between Lots 63 and 64, said point being the most southeasterly corner of Lot 63 and the most southwesterly corner of Lot 64;

Thence S. 43° 39' 30" W., along said northerly line, a distance of 100.01 feet to a 1/2 inch iron rod set for corner;

Thence N. 45° 00' 38" W., a distance of 260.46 feet to a 1/2 inch iron rod set for corner;

Thence S. 43° 54' 59" W., a distance of 195.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 51.82 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 125.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 45° 00' 38" E., a distance of 5.00 feet to a 5/8 inch iron rod found for corner;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found for corner;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to a 1/2 inch iron rod set for corner;

Thence S. 44° 59' 22" W., a distance of 40.00 feet to a 1/2 inch iron rod set for the South corner of the herein described tract in the line common to Tracts A and B;

Thence N. 45° 00' 38" W., along said line, a distance of 1105.98 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract, said point being the common northwesterly corner of Tracts C and D;

Thence N. 45° 40' 00" E., a distance of 660.00 feet to a railroad spike found marking the most northerly corner of the herein described tract, said point being the common northeasterly corner of Tracts C and D;

Thence S. 45° 00' 38" E., along the line common to Tracts C and D, a distance of 1275.84 feet to the **Point of Beginning**, and containing 16.592 acres of land, more or less.

SAVE & EXCEPT that certain tract of land, known as Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map of plat thereof recorded at Film Code No. 646183 of the Map Records of Harris County, Texas.

EXHIBIT "A"
(continued)

TRACT 2:

Restricted Reserve "A", of **Final Plat of BSR SUBDIVISION NO. 1 - 5.450 ACRES**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at FilmCode No. 646183 of the Map Records of Harris County, Texas.

TRACT 3:

A tract of land containing **0.0918** acres, more or less, out of a 19.4825 acre tract, being Tracts B and C, of Lot 63 of the **Coffman and Hoidale Subdivision** of the Perry and Austin League, Abstract 55, Harris County, Texas, as recorded in Volume 3, Page 6, Harris County Map Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod set for the most southerly corner of the herein described tract at a point located N. 44° 59' 22" E., a distance of 40.00 feet from the South corner of Tract 1 as described above;

Thence N. 44° 59' 22" E., a distance of 200.00 feet to a 1/2 inch iron rod set marking the most easterly corner of the herein described tract;

Thence N. 45° 00' 38" W., a distance of 20.00 feet to a 5/8 inch iron rod found marking the most northerly corner of the herein described tract;

Thence S. 44° 59' 22" W., a distance of 200.00 feet to a 1/2 inch iron rod found marking the most westerly corner of the herein described tract;

Thence S. 45° 00' 38" E., a distance of 20.00 feet to the **Point of Beginning**, and containing 0.0918 acre of land, more or less.

Return To: Coastal Bend Property Dev.
4558 Fm 2351
Friendswood TX 77546

20150084708

Pages 8

03/03/2015 09:57:11 AM

e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees 40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

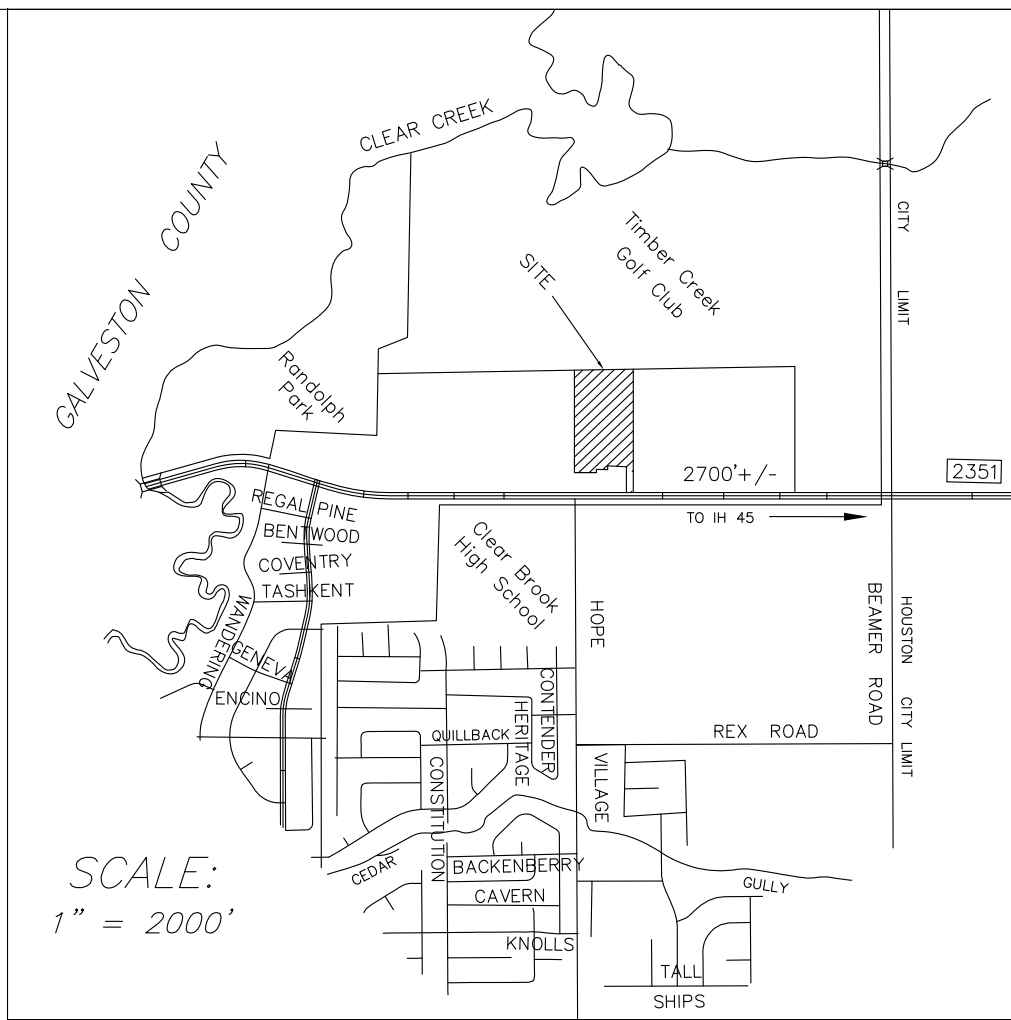
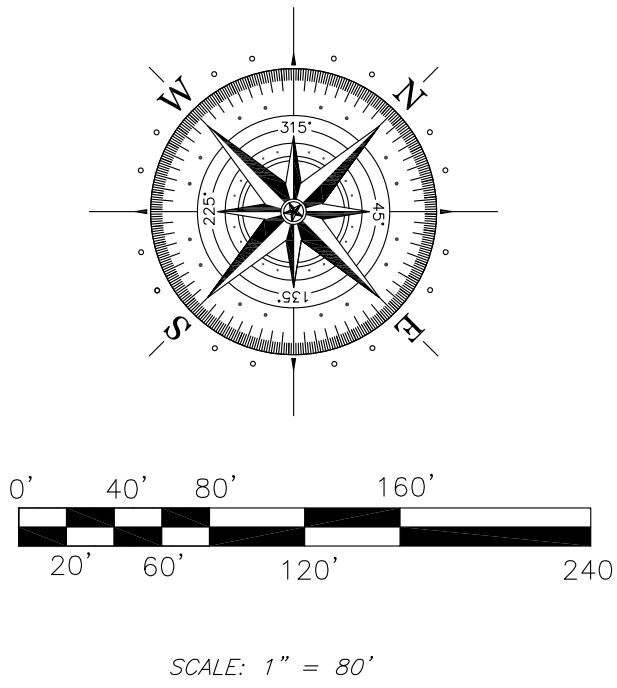
PROJECT BENCHMARK:

➡ CUT SQUARE ON TOP OF CURB
ELEVATION = 29.92'

BENCHMARK UTILIZED:

TSARP RM. NO. 010470
STREAM NO. A119-02-00
NAVD 83
2001 ADJUSTMENT
GEOID99
29°33'22.06666" N
95°10'51.63465" W
ELEVATION = 29.28'

Timber Creek Golf Club
FILM CODE NO. 449055, M.R.H.C.



VICINITY MAP

NORTHWOODS
RIVERS LLC
W-784423

TRACT 1: A TRACT OF LAND CONTAINING 16.592 ACRES, MORE OR LESS, OUT OF A CALED 19.4825 ACRE TRACT BEING TRACTS B AND C OF LOT 63 OF THE COFFMAN AND HOIDALE SUBDIVISION OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 3, PAGE 6, HARRIS COUNTY MAP RECORDS, PART OF WHICH HAS BEEN PLATTED AS BSR SUBDIVISION NO. 1, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF F.M. 2351 (120' R.O.W.), SAID IRON ROD MARKING THE COMMON LINE BETWEEN LOTS 63 AND 64, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF LOT 63 AND THE MOST SOUTHWESTERLY CORNER OF LOT 64;

THENCE SOUTH 43°39'30" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.01 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAID POINT BEING THE EAST CORNER OF EAGLE SUBDIVISION (RECORDED IN FILM CODE 390134, M.R.H.C.);

THENCE NORTH 45°00'38" WEST, ALONG THE NORTHEAST LINE OF SAID EAGLE SUBDIVISION, AT A DISTANCE OF 235.42 FEET PASS THE NORTH CORNER OF SAID EAGLE SUBDIVISION AND CONTINUE FOR A TOTAL DISTANCE OF 260.46 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 43°54'59" WEST, A DISTANCE OF 195.00 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 45°00'38" EAST, A DISTANCE OF 51.82 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTH CORNER OF BRAKEMASTERS - 2351 (RECORDED IN FILM CODE NO. 397137, M.R.H.C.);

THENCE SOUTH 44°59'22" WEST, ALONG THE NORTHWEST LINE OF SAID BRAKEMASTERS - 2351, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE WEST CORNER OF SAID BRAKEMASTERS - 2351;

THENCE SOUTH 45°00'38" EAST, ALONG THE SOUTHWEST LINE OF SAID BRAKEMASTERS - 2351, A DISTANCE OF 5.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 200.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 45°00'38" EAST, A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 40.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT IN THE LINE COMMON TO SAID TRACTS A AND B;

THENCE NORTH 45°00'38" WEST, ALONG SAID LINE, A DISTANCE OF 1105.98 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING THE COMMON NORTHWESTERLY CORNER OF TRACTS C AND D;

THENCE NORTH 45°40'00" EAST, A DISTANCE OF 660.00 FEET TO A RAILROAD SPIKE FOUND MARKING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING THE COMMON NORTHEASTERLY CORNER OF TRACTS C AND D;

THENCE SOUTH 45°00'38" EAST, ALONG THE LINE COMMON TO TRACTS C AND D, A DISTANCE OF 1275.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.592 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT THAT CERTAIN TRACT OF LAND KNOWN AS RESTRICTED RESERVE 'A', OF FINAL PLAT OF BSR SUBDIVISION NO. 1 - 5.540 ACRES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 2: RESTRICTED RESERVE 'A', OF FINAL PLAT OF BSR SUBDIVISION NO. 1 - 5.450 ACRES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 646183 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 3: A TRACT OF LAND CONTAINING 0.0918 ACRES, MORE OR LESS, OUT OF A 19.4825 ACRE TRACT, BEING TRACTS B AND C, OF LOT 63 OF THE COFFMAN AND HOIDALE SUBDIVISION OF THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55, HARRIS COUNTY, TEXAS, AS RECORDED IN VOLUME 3, PAGE 6 OF THE HARRIS COUNTY MAP RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT AT A POINT LOCATED NORTH 44°59'22" EAST, A DISTANCE OF 40.00 FEET FROM THE SOUTH CORNER OF TRACT 1 AS DESCRIBED ABOVE;

THENCE NORTH 44°59'22" EAST, A DISTANCE OF 200.00 FEET TO A 1/2 INCH IRON ROD SET MARKING THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°00'38" WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

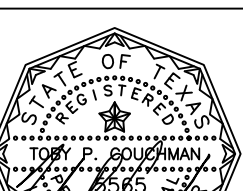
THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 200.00 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 45°00'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0918 ACRE OF LAND, MORE OR LESS.

FLOOD STATEMENT

THIS TRACT IS LOCATED IN ZONE "X" AN AREA OUTSIDE OF THE 100-YEAR FLOOD, ACCORDING TO FIRM NUMBER 485468 1065U107OL DATED JUNE 18, 2007

NOTES:
- BEARING BASIS: PLAT (646183, MRHC)
- SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS
- SURVEYOR HAS NOT INDEPENDENTLY ATTRIBUTED IMPROVEMENTS
- INSTALLATIONS/UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS
- SUBJECT TO RESTRICTIVE COVENANTS AS PER TITLE COMMITMENT

CLIENT	EVH INTERESTS, LLC	ADDRESS	N/A
	JOB # 1406001		
	DATE 06/01/2014 REV. 12/09/2014		
	GF# 14002442		
	Toby P. Couchman, R.P.L.S. 133 N. FRIENDSWOOD DRIVE # 141 FRIENDSWOOD, TEXAS 77546 PHONE: 832-607-1405 EMAIL: tpouchman@gmail.com		
	I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON OR ON ATTACHED SHEET, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.		
	©2014 TOBY P. COUCHMAN - ALL RIGHTS RESERVED		

SPECIAL WARRANTY DEED

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

Date: June 24, 2020

Grantor: COASTAL BEND LAND INVESTMENTS, LP, a Texas limited partnership

Grantor's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546

Grantee: Coastal Bend Property Development, LP, a Texas limited partnership

Grantee's Mailing Address (including county):

4558 FM 2351 Road
Friendswood, Harris County, Texas 77546-2820

Consideration: For Ten and No/100 Dollars and other valuable consideration

Property (including any improvements):

BEING a 0.119 acre tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. RP-2019-182701, said 0.1119 acre tract being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservation from and exceptions to Conveyance and Warranty:

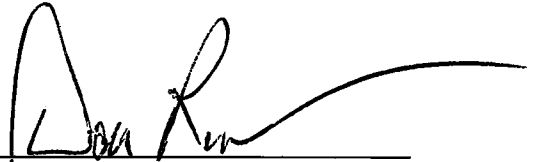
Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year are assumed by Grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except to the reservations from the exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY SO TITLE EXPRESSLY SET FORTH HEREIN.

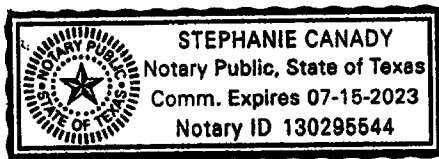


DANIEL D. RUCKER, PRESIDENT
COASTAL BEND LAND INVESTMENTS, LP
A TEXAS LIMITED PARTNERSHIP

The State of Texas §

County of HARRIS §

This instrument was acknowledged before me on the 24th day of June, 2020, by Daniel D. Rucker, President, of COASTAL BEND LAND INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP.



Notary Public, State of Texas
Notary's Printed Name: Stephanie Canady

Notary's commission expires: 7-15-23

EXHIBIT "A"

BEING a 0.119 acres tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas, being out of and a part of Division B, of Lot 63 of the HOIDALE-COFFMAN ADDITION Subdivision as recorded in Volume 3, Page 6, Harris County Map Records, 0.1119 acre tract being out of and a part of 19.4825 acre tract filed under Harris County Clerk File No. 005-71-1739, said 0.119 acre tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northerly corner of EAGLE SUBDIVISION according to the map or plat thereof recorded in Volume 390 Page 134 of the Map Records of Harris County, Texas:

THENCE North 48° 18' 48" West, a distance of 25.00 feet to a capped iron found for the northerly corner of the herein described tract;

THENCE South 40° 36' 49" West, a distance of 195.00 feet to a capped iron found for the westerly corner of the herein described tract;

THENCE South 48° 18' 48" East, a distance of 25.00 feet to a 5/8" iron rod found for the westerly corner of said EAGLE Subdivision;

THENCE North 40° 36' 49" East, along and with the westerly line of said EAGLE Subdivision a distance of 195.00 feet to the **POINT OF BEGINNING**.

RP-2020-289010
Pages 4
07/01/2020 03:58 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM

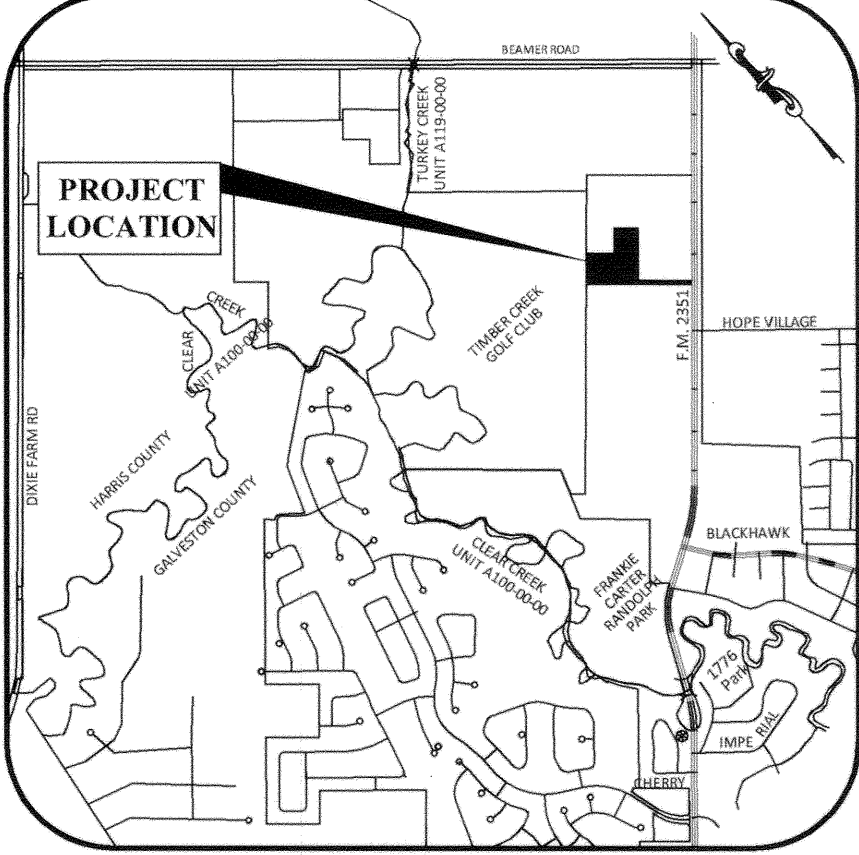
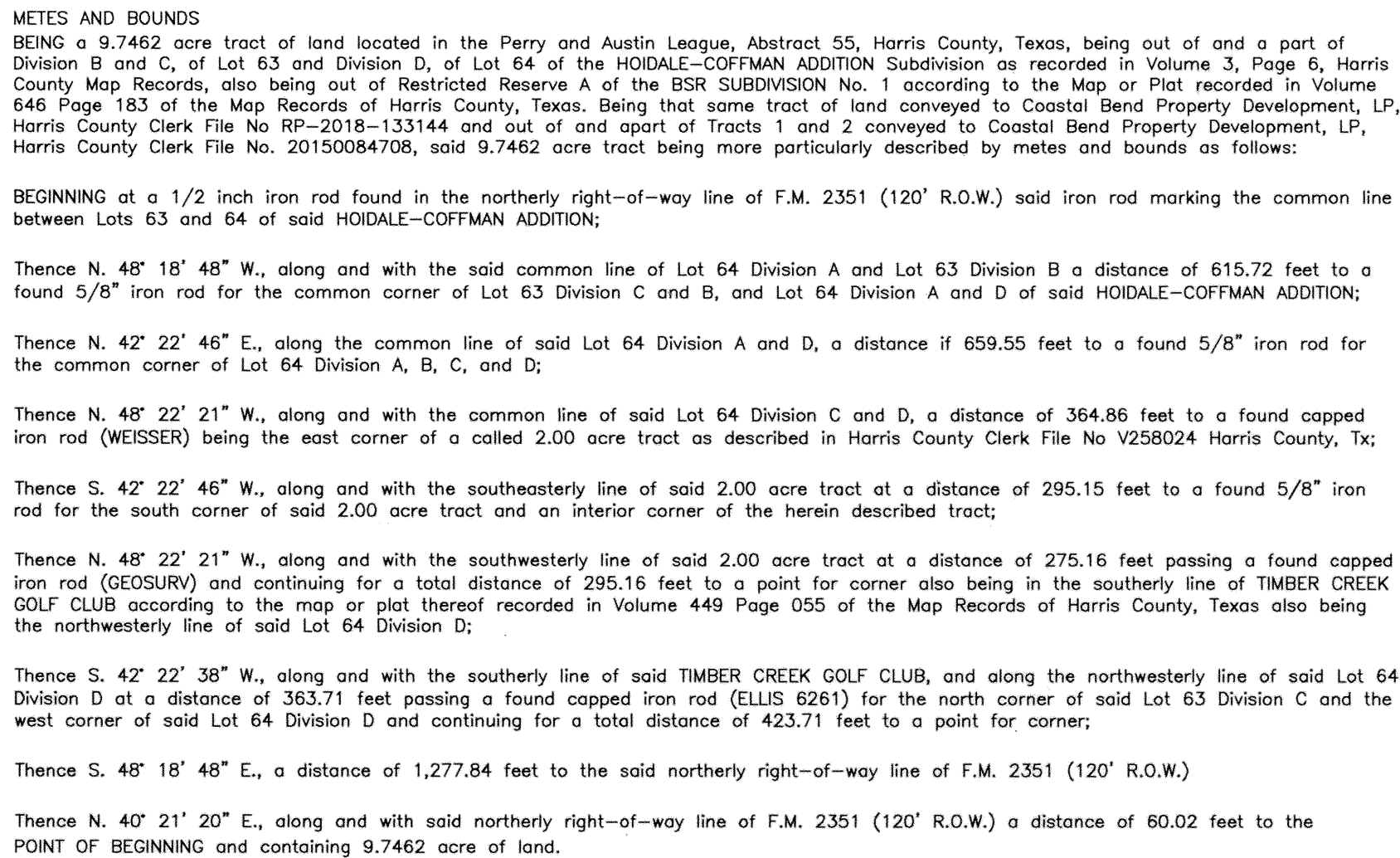
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



COUNTY CLERK
HARRIS COUNTY, TEXAS



VICINITY MAP
SCALE: 1" = 2,640'
KEY MAP NO. 617 J & N

BENCHMARK:
PRIMARY:
HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 010425
(BRASS DISC).
ELEV.=25.24' (NAVD88, 2001 ADJ.).
SITE:
TMB "C" Flange bolt over 6" Valve on Fire Hydrant
ELEV.=32.33' located at the northwest corner of tract

NOTES:

1. H.C.F.D. indicates "Harris County Flood Control District".
2. Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD83 (2001 Adj). All coordinates hereon are Grid.
3. Property corners shown hereon are 5/8" x 24" rebar with Orange caps stamped Scott D Ellis 6261 unless otherwise noted.
4. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The Developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of no less than four feet and comply with Federal, State, and Local requirements.
5. No residential, commercial, or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
6. Except for low-pressure distribution system pipelines as defined in Chapter 26, of the Friendswood City Code, no residential, commercial, or industrial structure shall be erected or moved to a location nearer than 50 feet to any pipeline, other than structures necessary to operate the pipeline.
7. The City of Friendswood shall not be responsible for maintenance of private streets, driveways, sidewalks, and emergency access easements, except as outlined in the Access & Utilities Easement Agreement # 180732, waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the property owner shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer facilities, storm sewer facilities, recreation easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of CenterPoint Energy.
8. All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.
9. The finished floor elevations of all structures shall be located above the base flood elevation established by FEMA, and as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
10. Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by the property owner.
11. The Surveyor did not abstract the property. Easements and other matters of record mentioned or shown hereon are abstracted from the insurance company submitted for title insurance issued by which the title insurance Company (Effective Date: October 27, 2014) of No. ATHC314001085.
12. The mathematical closure of the plat boundary shown hereon exceeds 1 part in 10,000.
13. There are no existing pipelines, pipeline easements on this property.
14. Site drainage plans for the future development of these reserves must be approved by the floodplain administrator.
15. This tract lies in flood zone; Zone X, as shown on Flood Insurance Rate Map (FIRM) No. 485468 0005 E dated Sept. 22, 1999.
16. Tract is subject to Surface Use Agreement Restrictions filed under File No. RP-2018-133145 H.C.D.R.
17. Reserves A, B, & C are subject to Retained Surface Use Agreement filed under File No. RP-2018-133145 H.C.D.R.
18. Reserves H & I are subjected to drainage, landscaping, open space, security, signage, and utility purposes only.

PARTIAL PLAT OF

INDUSTRY PARK FRIENDSWOOD

**A SUBDIVISION OF 9.7462 ACRES OUT OF LOT 63 DIVISIONS "B" & "C" AND LOT 64 DIVISION "D", OF
HOIDALE-COFFMAN ADDITION VOLUME 3, PAGE 6 HARRIS COUNTY MAP RECORDS
IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT 55
CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS**

1 BLOCK - 7 UNRESTRICTED RESERVES - 2 RESTRICTED RESERVE

ENGINEER

LAND SURVEYOR**OWNER/DEVELOPER**

COASTAL BEND *Engineering*
Stephanie Canady, P.E.
Texas Registered Engineering Firm F-14444
4558 FM 2351, Friendswood, TX 77546
281.648.1268 Fax 281.648.0832

ELLIS SURVEYING SERVICES, LLC

COASTAL BEND
PROPERTY DEVELOPMENT, L.P.

SCOTT ELLIS, R.P.L.S

DAN RUCKER, PARTNER
4558 FM 2351
FRIENDSWOOD, TEXAS 77546
(281) 648-1268

MAY, 2019

SHEET 1 OF 1



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: I

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 4448 FM 2351 RD

Platted Land – Plat Name: PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD Lot: RESERVE B Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: CLAY HOCKLEY BUSINESS PARK LLC Phone: 713-671-5300

Owner's Mailing Address: 15400 VANTAGE PARKWAY WEST

City: HOUSTON State: TX Zip: 77032 Fax: _____

Owner's Email Address: JDROBINSON@NORTHWINDSCONST.COM

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/25/2021

Agent's Signature: _____ Date: _____

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: I

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 4440 FM 2351 RD

Platted Land – Plat Name: PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD Lot: RESERVE A Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: E SQUARED PROPERTIES, LLC Phone: 281-996-7076

Owner's Mailing Address: 4440 FM 2351 RD, SUITE 102

City: FRIENDSWOOD State: TX Zip: 77546 Fax: 281-996-7079

Owner's Email Address: TOMMY@E2MSLLC.COM

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/27/21

Agent's Signature: _____ Date: _____

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

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

GENERAL WARRANTY DEED

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

Date: July 3, 2019

Grantor: COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, acting herein by and through its duly authorized General Partner, CBPD MANAGEMENT, LLC, a Texas limited liability company, acting herein by and through its duly authorized Sole Member, COASTAL BEND HOLDINGS, LP, a Texas limited liability company, acting herein by and through its duly authorized General Partner, COASTAL BEND INVESTMENTS, LLC, a Texas limited liability company, acting herein by and through its duly authorized President, DANIEL D. RUCKER

Grantor's Mailing Address (including county):

FM 4558 FM 2351 Road
Friendswood, Galveston County, Texas 77546

Grantee: E SQUARED PROPERTIES, L.L.C., a Texas limited liability company

Grantee's Mailing Address (including county):

P. O. Box 324
Friendswood, Galveston County, Texas 77549

Consideration: For Ten and No/100 Dollars and other valuable consideration.

Property (including any improvements):

Unrestricted Reserve A, of PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 688395, of the Map or Plat Records of Harris County, Texas; together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

ATC 119086397A

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

Reservations from and exceptions to Conveyance and Warranty:

Any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property.

Taxes for the current year have been prorated and are assumed by Grantee.

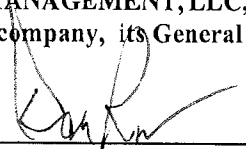
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's legal representatives, successors and assigns forever, Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Grantor has executed and delivered this General Warranty Deed and has granted, bargained, sold and conveyed the Property and Grantee has received and accepted this General Warranty Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OR TITLE EXPRESSLY SET FORTH HEREIN.

COASTAL BEND PROPERTY
DEVELOPMENT, LP, a Texas limited
partnership

By: COASTAL BEND INVESTMENTS, LLC,
a Texas limited liability company, as General
Partner of COASTAL BEND HOLDINGS, LP,
a Texas limited partnership, Sole Member of
CBPD MANAGEMENT, LLC, a Texas limited
liability company, its General Partner

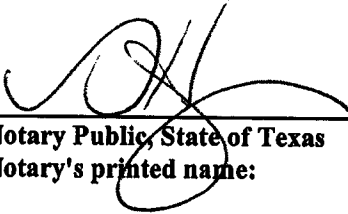
By: 
DANIEL D. RUCKER, President

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 3rd day of July, 2019, by DANIEL D. RUCKER, President of COASTAL BEND INVESTMENTS, LLC, a Texas limited liability company, as General Partner of COASTAL BEND HOLDINGS, LP, a Texas limited partnership, Sole Member of CBPD MANAGEMENT, LLC, a Texas limited liability company, as General Partner of COASTAL BEND PROPERTY DEVELOPMENT, LP, a Texas limited partnership, on behalf of said entities, in the capacity therein stated.





Notary Public, State of Texas
Notary's printed name:

Notary's commission expires:

RP-2019-289222
Pages 4
07/05/2019 12:36 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Varies

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: See attached Exhibit A for all tracts and property owners

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Coastal Bend Property Development, LP Phone: 281-648-1268

Owner's Mailing Address: 4558 FM 2351

City: Friendswood State: TX Zip: 77546 Fax: 281-648-0832

Owner's Email Address: drucker@cbpd.net

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1/25/21

Agent's Signature: _____ Date: _____

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

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

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

**GENERAL WARRANTY DEED
WITH VENDOR'S LIEN**

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

THAT **COASTAL BEND PROPERTY DEVELOPMENT, LP**, a Texas limited partnership (hereinafter called "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor paid by **CLAY HOCKLEY BUSINESS PARK, LLC**, a Texas limited liability company (hereinafter called "**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and confessed, for which no lien, express or implied, is herein retained, and in further consideration of Grantee's execution of that one certain Promissory Note of even date herewith for the sum of **SEVEN HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$775,500.00) DOLLARS**, payable to the order of **PROSPERITY BANK** (the "**Lender**") (the "**Note**"), a portion of which amount represents funds advanced by Lender to the Grantor hereof, at the request of and as a loan to the Grantee herein in payment of part of the purchase price of the property herein conveyed, bearing interest at the rate therein provided, principal and interest being payable as stated therein, said Note containing the usual provisions for acceleration and for reasonable attorney's fees, and being secured by a VENDOR'S LIEN and SUPERIOR TITLE herein and hereby expressly retained in favor of Lender on the property hereinafter described, and also by a Deed of Trust thereon of even date herewith to **DAVID ZALMAN, TRUSTEE**; has GRANTED, SOLD and CONVEYED, and by these presents

ATCH1906037B

-1-

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

RP-2019-273229

does GRANT, SELL and CONVEY unto Grantee, all of the following described real property (the "Property"), to-wit:

Unrestricted Reserve B, of PARTIAL PLAT OF INDUSTRY PARK FRIENDSWOOD, a subdivision or addition in Harris County Texas, according to the Map or Plat thereof recorded under Film Code No. 688395, of the Map or Plat Records of Harris County Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the said premises unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, subject however to the matters herein excepted.

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at this time: (i) any and all restrictive covenants, physical conditions, reservations, encroachments, rights-of-way, building set-back lines, easements and/or exceptions shown of record or evident by an inspection of the Property; (ii) all oil, gas and mineral conveyances and leases of record, if any, relating to the Property shown of record in the hereinabove mentioned county and state, but only to the extent they are still in effect; and (iii) all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, applicable to the Property.

BUT it is expressly agreed and stipulated that the VENDOR'S LIEN as well as Superior Title, in and to the Property, is retained against the Property, premises and improvements, until the Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and effect and reading thereof, when this Deed shall become absolute. The said VENDOR'S LIEN and Superior Title herein retained are hereby

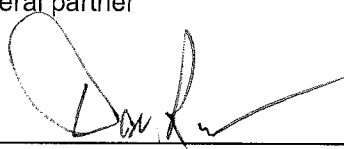
transferred, assigned, sold and conveyed to Lender, its successors and assigns, the payee in said Note, without recourse on Grantor herein.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes the payment thereof.

IN WITNESS WHEREOF, this Deed is executed by Grantor on this the 21st day of June, 2019.

COASTAL BEND PROPERTY DEVELOPMENT, LP,
a Texas limited partnership

By: Coastal Bend Investments, LLC, as general partner of Coastal Bend Holdings, LP, sole member of CBPD Management, LLC, its general partner

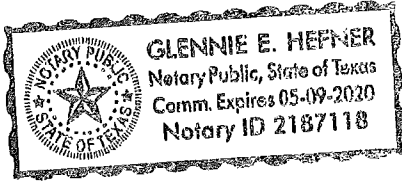
By: 
Daniel D. Rucker, President

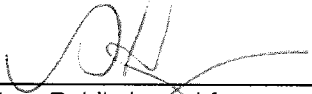
GRANTEE'S ADDRESS:

15400 Vantage Parkway W.
Houston, Texas 77032

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 21st day of June, 2019, by Daniel D. Rucker, President of Coastal Bend Investments, LLC, as general partner of Coastal Bend Holdings, LP, sole member of CBPD Management, LLC as general partner of Coastal Bend Property Development, LP, a Texas limited partnership, on behalf of said entity.





Notary Public in and for
The State of Texas

AFTER RECORDING RETURN TO:

PROSPERITY BANK
Attn: Victoria Loan Operations
1205 N. Navarro St.
Victoria, Texas 77901

ND: 4851-2463-5544, v. 3

RP-2019-273229
Pages 5
06/26/2019 03:42 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

Panhandle PUD Aerial Map



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



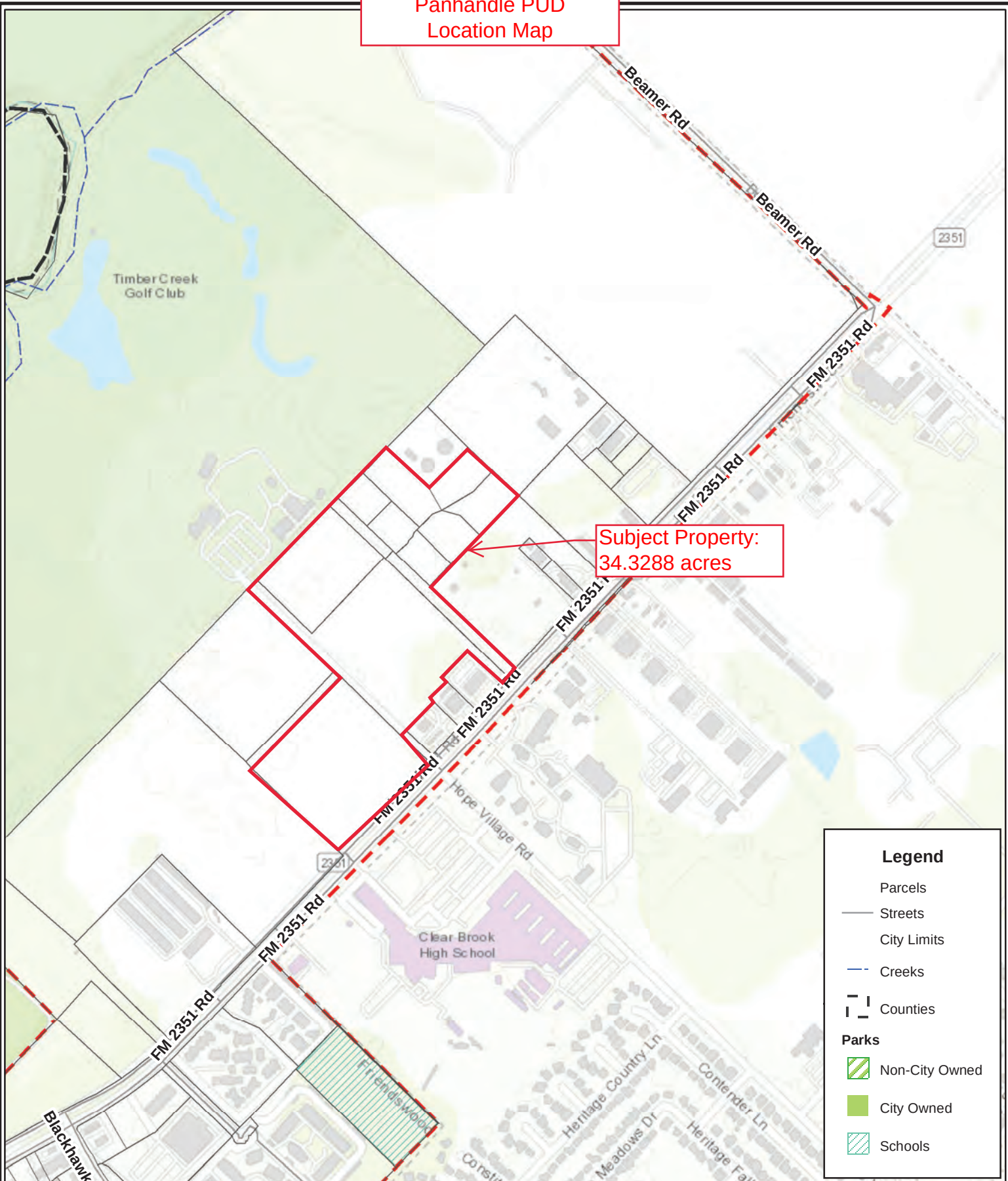
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 752'
Page 605 of 674

Panhandle PUD Location Map



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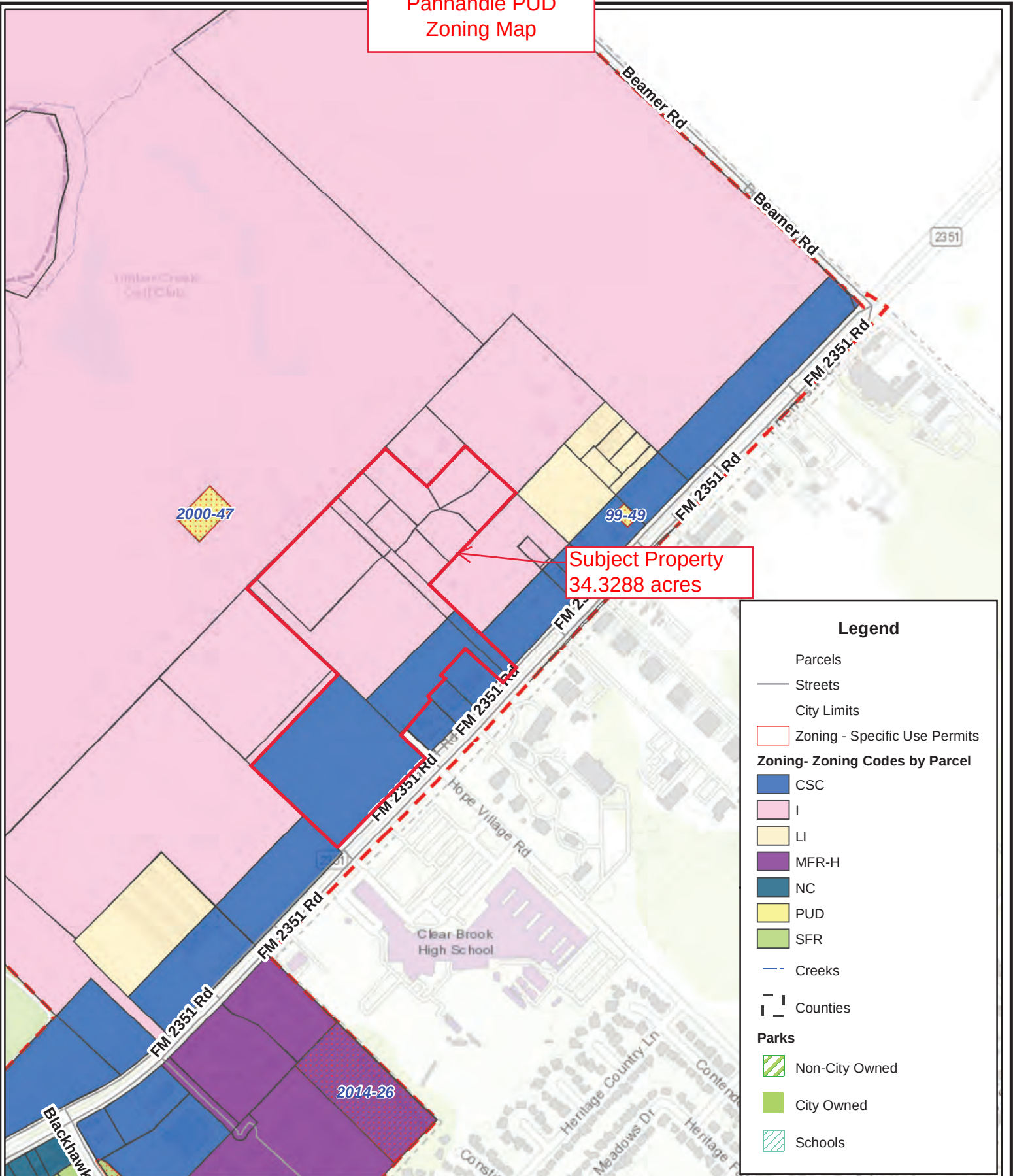
City of Friendswood
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Friendswood GIS Mapping



1" = 752'
Page 606 of 674

Panhandle PUD Zoning Map



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Friendswood GIS Mapping



1" = 752'
Page 607 of 674

PANHANDLE
PLANNED UNIT DEVELOPMENT
± 34 ACRES

PREPARED FOR:
COASTAL BEND PROPERTY DEVELOPMENT, LP ET AL

PREPARED BY:

COASTAL BEND Engineering

Texas Registered Engineering Firm F-14444
4558 FM 2351, Friendswood, TX 77546
281.648.1268 Fax 281.648.0832

JANUARY 2021,
REVISED MARCH 2021

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**'B' - Exhibit Two from the 2019 City of Friendswood Master Drainage
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'C' - Parking Group Table Amendments

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I. Introduction

Purpose

This application has been prepared on behalf of Coastal Bend Property Development and other applicants attached hereto pursuant to the City of Friendswood's Ordinances related to creation of the Panhandle Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive commercial, industrial, and recreational development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

Prior to the development of Timber Creek Golf Club (2001), the "Panhandle" region of the City of Friendswood had long been idled except for active oil & gas production and cattle grazing. A major factor in this long dormant condition was that the vast majority of the region was held in undivided interest ownerships whose primary concern was mineral interest income from the original 1937 Humble Oil & Gas leases, owned today by Denbury Resources. Aside from the long time Whitley family's feed store and drywall business, only a few automotive, warehouse, storage and a single retail gas/convenience store existed within the City's limits along FM 2351 with AAA Blastcoat being the only business on Beamer Rd.

The attached Exhibit 'A' identifies the limits of the 4,420 acre Webster Unit (Est. 1972) wherein Exxon and now Denbury have since confined their active oil and gas production. However, the original 1937 lease still exist over and under the entire Panhandle area and, unless modified by a subsequent surface use agreement or ordinance, the surface encumbrances still exist. Today, there remains less than 6 acres fronting FM 2351 in undivided interest ownerships and only two (2) active oil wells accessed from Beamer Road within the Panhandle.

The Panhandle is unlike other areas in the City due to the fact that a large portion of the adjacent properties remain undeveloped with limited prospects because they are enveloped within the Webster Unit and have limited access to utilities. It is not typically the case that the primary entrance to a city like Friendswood within the combined metroplex, would have so large a “void” at its entry. Coincidentally, the City has no jurisdictional controls over the unregulated Harris County properties along the opposite sides of Beamer Road and FM 2351 where the majority of mixed uses currently exist and where the probable majority of future uses will occur.

For reasons already established, the isolated condition of the Panhandle presents unique circumstances when establishing the highest and best uses for feasible and economic development. The attached Exhibit ‘A’ depicts the current businesses and vacant land along the FM 2351 corridor both in and out of the City’s jurisdictional limits. As depicted, most of the uses along either side of the FM 2351 corridor are comprised mostly of industrial, light industrial, service, office warehouse and storage facilities with limited retail and even more limited shopping. The primary reason for this heavier concentration of service facilities, warehouse and storage is because the area between Hope Village Rd. and Beamer Rd. is virtually devoid of residences and enjoys uninterrupted access to the Gulf Freeway. Additionally, the lack of lodging of any caliber is directly correlated to the absence of nearby restaurants and neighborhood shopping centers; primarily because there are no neighborhoods.

The intent of this PUD is to establish congruent and attractive economic development within the Panhandle while being cognizant of the current and probable future development within and around it.

Access, Utilities & Drainage

Access

Mobility, utilities, drainage and detention facilities will be created using private investments and except for utilities that may be given to the public, the City will not be responsible for any maintenance.

Access is a key component to any development. Due to the Panhandle's direct access to an existing thoroughfare (FM 2351), no public streets are anticipated within this PUD. Development will encourage shared driveways and reciprocal accesses while promoting efficient circulation for fire and emergency services.

As a result of the previous Blackhawk thoroughfare abandonment, this PUD does not require the creation of a special financing district or use of public funds for any mobility, utilities, drainage or detention facilities.

Utilities

The attached Exhibit 'A' also depicts the location of City trunk line water and sanitary sewer. The trunk line water continues to migrate up Beamer Road coincident with the current Harris County Pct. 1 improvements at FM 2351 and prospects for further extension of the trunk line water are in process.

The distribution and capacity of these facilities are more than adequate to achieve maximum marketable values and uses within the Panhandle PUD. The remainder of utility extensions needed to service future development will be funded through private investments or shared private agreements.

Drainage

Adequate drainage and detention are the biggest hurdles to maximize best use of undeveloped and partially developed properties within the City's jurisdiction. Harris County Flood Control District in concert with the Army Corps of Engineers is in final stages of planning before bidding the Turkey Creek project which upon completion would cause substantial improvement in the 100 & 500 year flood elevations in this region. The improvements will also cause a new, wider, and longer bridge at Beamer Road over Turkey Creek. Coincidentally, this would alleviate a long standing problem for Harris County Pct. 1 and would allow further widening and extension of Beamer Road toward Dixie Farm Road. The subsequent improvement in the flood plain within the Panhandle is certainly a benefit, but the dilemma regarding most efficient methods diverting developed waters to Clear Creek and Turkey Creek remain and

are addressed in the updated 2019 City of Friendswood Master Drainage Plan (Northern Panhandle Regional Detention), of which Exhibit Two (2) from the report is attached herein as Exhibit 'B'. The Panhandle PUD will plan for a common drainage access corridor through Service Areas A & B.

This PUD, at no cost to the City, will develop corridors wherein the majority of developable Panhandle properties may have the most immediate and direct access to the respective creeks. Drainage facilities may be shared to encourage efficient and cohesive use of land, congruent with the City's adopted plan.

II. Project Description

Land Use

The Appraisal Institute defines "Highest and Best Use" as: *The reasonably probable and legal use of vacant or an improved property that is physically possible, appropriately supported (zoned / PUD), financially feasible, and that results in the highest value.*

Establishing the highest and best use for any property is paramount in achieving maximum value. A developer or a city may have a preferred use that does not conform to marketable best use, but ignoring marketability is like denying gravity. Exercising either will not end well.

Within the Panhandle there are multiple marketable uses as having already been recognized by the market. Between the City's limit at Beamer Road and Hope Village Road, the identity of the area is dominated by service and light industrial uses. This does not suggest that there are not additional higher and better uses especially further along the FM 2351 corridor closer to Blackhawk Blvd. where the character of the area is more community and neighborhood oriented as walkability increases with the proximity to Clear Brook High School and Frankie Carter Randolph Park.

The goal of the PUD is to effectively transition the mixed uses from the industrial centered region as it morphs closer to the community. A key component of transition will be landscaping. The City has established an attractive landscape theme within the medians on the FM 2351 corridor.

Landscaping will be prioritized both at entry points and within the developed communities, encouraging a common theme of aesthetic features such as shaped berms and vegetative screens.

Permitted Uses

All permitted uses listed in the City of Friendswood's permitted use table in the code of ordinances within the Community Shopping Center District and Light Industrial District are permitted for the Commons at Timber Creek and those uses in the Industrial District and Light Industrial District shall be permitted for all phases of Industry Park.

III. Development Guidelines

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD.

Development Regulations

The following lot regulations shall apply to all development:

- A. District area and height regulations.
 - 1. Regulation Matrix

Lot Description	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Minimum Lot Depth	Yards - Minimum Setbacks (Ft.)			Height Maximum (Ft.)	Zero Lot Line ¹ (Y/N)	Maximum Lot Coverage
				Front	Rear	Side			
Frontage Lot ²	10,000	—	—	30	10	10	40	Y	60%
Non-Frontage Lot ³	10,000	—	—	10	10	10	40	Y	60%

1. A "Zero Lot Line" development may be platted as long as the boundary of the development adheres to the minimum yard setbacks in the table.
2. A "Frontage Lot" is defined as any lot which has a lot line abutting FM 2351. The front yard shall be the minimum distance setback from FM 2351.
3. A "Non-Frontage Lot" is defined as any lot whereby all of the lot lines of said lot do not abut FM 2351.
4. All yard setbacks shall be measured from the edge of the street ROW and lot lines. Yard setbacks shall not be measured from access easements.
5. All developed lots within the PUD in existence prior to the creation of the PUD shall be deemed as lawfully existing and shall be allowed to develop under PUD regulations.

B. Amendments to Community Overlay District.

1. Boundaries.

The boundary of the COD within this PUD shall be parallel to the thoroughfare to include nonresidential properties within 150 feet from the right-of-way. The COD requirements shall only apply to the area of the property within 150 feet from the right-of-way.

2. Landscaping.

- a. A buffer strip shall not be required between separate uses within this PUD.
- b. The buffer strip along a right-of-way will be a minimum of 15 feet wide and shall contain not less than one tree (existing or planted) for each 25 linear feet or portion thereof; however, the tree spacing shall be allowed up to 40 linear feet between trees with clustered landscaping at driveways and median openings similar to the landscaping scheme in the FM 2351 medians.

C. Amendments to Supplementary district regulations.

1. Off-street parking and loading regulations.

While the number of parking spaces required by the Parking Group Table (Appendix C) within the City's Design Criteria Manual is encouraged, the minimum required parking spaces in the PUD are amended as listed in the Parking Group Table Amendments attached as Exhibit 'D' and are further subject to enforcement by the developer's builder guidelines and recorded covenants. Additionally, a property owner may present an alternate number of parking spaces, based on similar development and a parking study, for consideration by the City Engineer during commercial site plan review by the City.

D. Amendments to Landscaping and screening requirements.

1. Section 8(I)(2)(a) shall not apply between industrial and commercial uses.
2. Where the PUD borders Tracts No. 4, 5, 6 & 7 in Exhibit 'A', screening requirements will be met using rear and side buildings walls with limited landscaping, fencing, open pavement and parking.
3. Section 8(I)(2)(c)(3) shall not apply to the PUD outside the COD limits due to the industrial nature of the development.

E. Amendments to Performance standards.

Section 8(J)(2)(c)(ii) is amended to allow greater than one footcandle and a maximum of five footcandles at an interior property lines within the PUD boundary for security lighting.

F. Existing Platted Road Right-of-Ways

The existing platted 40' road right-of-way along the Timber Creek Golf Club boundary to Beamer Road will be converted to a public utility and private access easement.

G. Well Setbacks

1. As it pertains to Article VII(Division 5)(Sec 26-270), only permanent structures within the PUD shall adhere to the following setbacks (does not restrict placement of pavement, parking, driveways, utilities, and landscaping):
 - a. 150' from an active well
 - b. 5' from plugged and abandoned wells in which the surface rights have been released.
 - c. Offsets defined by a surface use agreement between property owner and energy production company whereby the well has been plugged and abandoned or 50' if surface use agreement does not define offset.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance.

Development Phasing/ Schedule

The proposed Panhandle PUD consists of multiple landowners and interests. It would be hopeful to see this area of the City develop in phases over the next 10 years, especially with the recent activity in the industrial market.

The Panhandle PUD contains the remaining balance of developed properties within the Hope Village community. The area contains many established businesses whose uses and repurposing or subsequent uses of the remaining undeveloped portions of their properties is finite and contained. The immediate projects within the PUD are Industry Park II and the Commons at Timber Creek which combined make up approximately 20 acres and will be developed in phases beginning in 2021 at the recently constructed Industry Park driveway and the planned four (4) lane expansion to Timber Creek Golf Club driveway at FM 2351. The developments will utilize the adopted drainage plan and already have the

necessary utilities and accesses. Timber Creek's existing gate will be removed and replaced with a new stone column and wrought iron swing gate located at the limits of The Commons at Timber Creek (proposed) to allow landscaping and access.

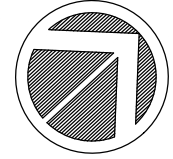


EXHIBIT 'A'

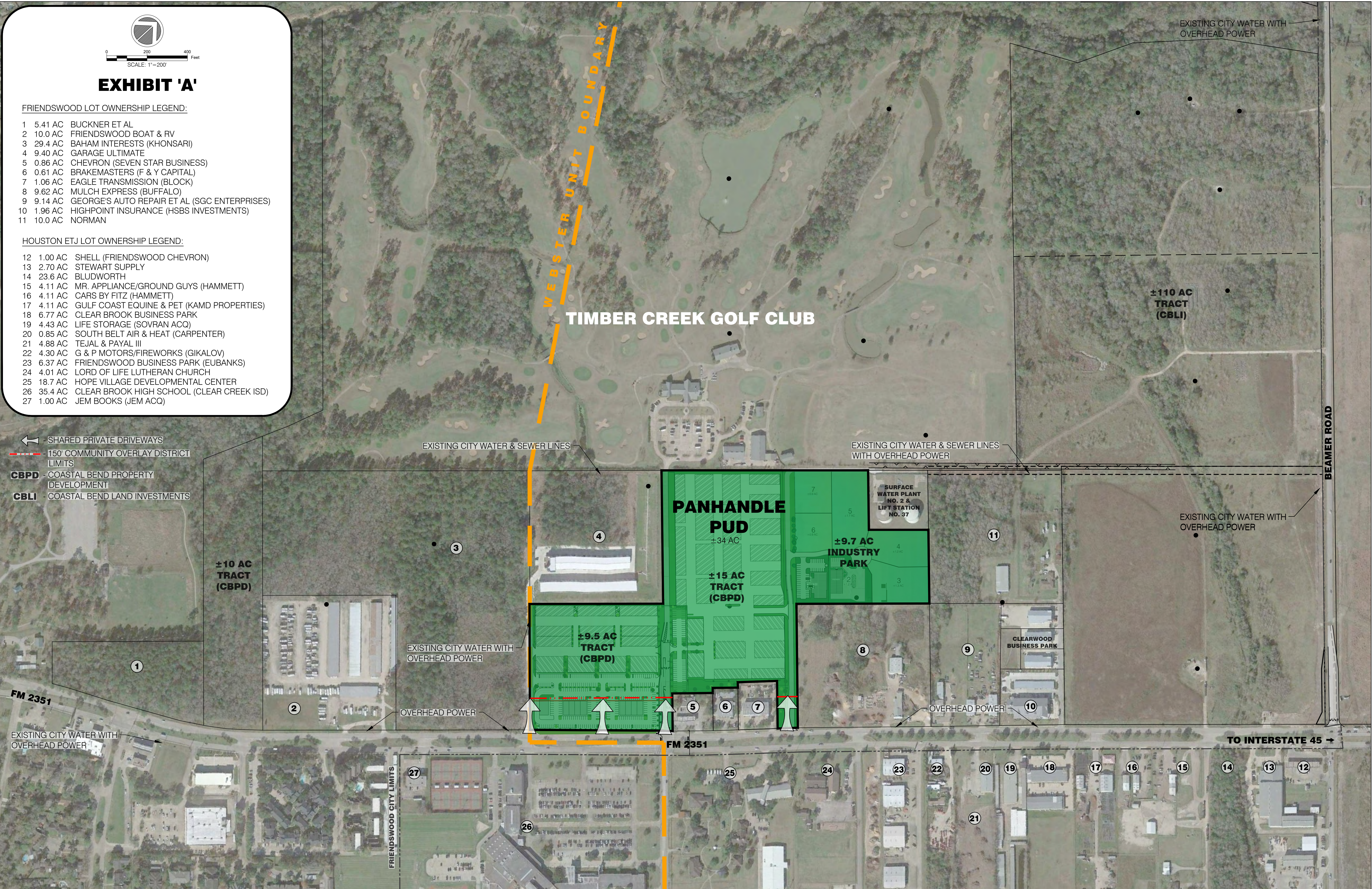
FRIENDSWOOD LOT OWNERSHIP LEGEND:

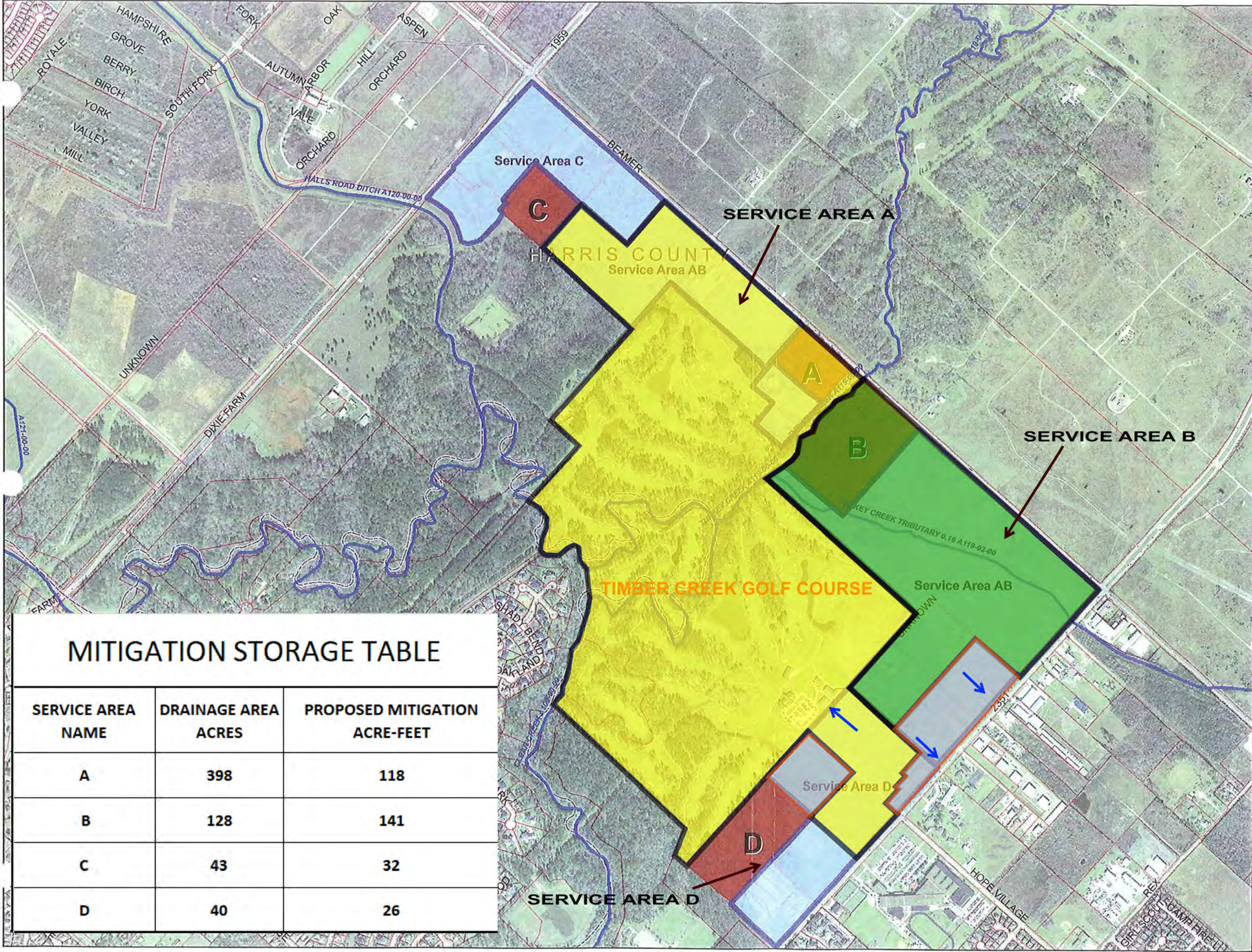
- 1 5.41 AC BUCKNER ET AL
- 2 10.0 AC FRIENDSWOOD BOAT & RV
- 3 29.4 AC BAHAM INTERESTS (KHONSARI)
- 4 9.40 AC GARAGE ULTIMATE
- 5 0.86 AC CHEVRON (SEVEN STAR BUSINESS)
- 6 0.61 AC BRAKEMASTERS (F & Y CAPITAL)
- 7 1.06 AC EAGLE TRANSMISSION (BLOCK)
- 8 9.62 AC MULCH EXPRESS (BUFFALO)
- 9 9.14 AC GEORGE'S AUTO REPAIR ET AL (SGC ENTERPRISES)
- 10 1.96 AC HIGHPOINT INSURANCE (HSBS INVESTMENTS)
- 11 10.0 AC NORMAN

HOUSTON ETJ LOT OWNERSHIP LEGEND:

- 12 1.00 AC SHELL (FRIENDSWOOD CHEVRON)
- 13 2.70 AC STEWART SUPPLY
- 14 23.6 AC BLUDWORTH
- 15 4.11 AC MR. APPLIANCE/GROUND GUYS (HAMMETT)
- 16 4.11 AC CARS BY FITZ (HAMMETT)
- 17 4.11 AC GULF COAST EQUINE & PET (KAMD PROPERTIES)
- 18 6.77 AC CLEAR BROOK BUSINESS PARK
- 19 4.43 AC LIFE STORAGE (SOVRAN ACQ)
- 20 0.85 AC SOUTH BELT AIR & HEAT (CARPENTER)
- 21 4.88 AC TEJAL & PAYAL III
- 22 4.30 AC G & P MOTORS/FIREWORKS (GICALOV)
- 23 6.37 AC FRIENDSWOOD BUSINESS PARK (EUBANKS)
- 24 4.01 AC LORD OF LIFE LUTHERAN CHURCH
- 25 18.7 AC HOPE VILLAGE DEVELOPMENTAL CENTER
- 26 35.4 AC CLEAR BROOK HIGH SCHOOL (CLEAR CREEK ISD)
- 27 1.00 AC JEM BOOKS (JEM ACQ)

- ← SHARED PRIVATE DRIVEWAYS
- - - 150' COMMUNITY OVERLAY DISTRICT LIMITS
- CBPD** COASTAL BEND PROPERTY DEVELOPMENT
- CBLI** COASTAL BEND LAND INVESTMENTS





- Legend**
- Streams
 - Parcels
 - County Boundary
 - Detention Location
 - Proposed Service Areas

- New Area "A"
- New Area "B"
- Areas Draining to FM 2351

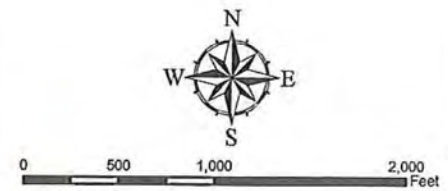


EXHIBIT 'B'
 UPDATED SERVICE AREAS
 NORTHERN PANHANDLE

MITIGATION STORAGE TABLE

SERVICE AREA NAME	DRAINAGE AREA ACRES	PROPOSED MITIGATION ACRE-FEET
A	398	118
B	128	141
C	43	32
D	40	26

AL&B ENGINEERING SERVICES, LLC
 TBPE FIRM NO. 13495
 9119 HWY 6, SUITE 230 #233
 MISSOURI CITY, TX 77459

Exhibit 'C'

Parking Group

Table Amendments

Parking Use Category	Parking Spaces*
Buildings with Combined Office & Warehouse/Storage Use located in the PUD	1 space for each 1,000 sq. ft. GFA.
Vehicle Storage (Covered and/or Enclosed) located in the PUD	5 spaces, plus 1 space per 50 storage spaces. Spaces are allowed to be unmarked parking areas out of the travel path.

**Staff may approve an alternate plan during commercial site plan review per PUD Section III.C.1.*

EXHIBIT 'D'
PANHANDLE PUD
CONCEPTUAL IMAGING

GREEN GABLED ROOFS WITH CUPOLAS

NEW TIMBER CREEK WROUGHT
IRON GATE

INDUSTRY PARK
PHASE 1

INDUSTRY PARK
PHASE 3

INDUSTRY PARK
PHASE 2

THE COMMONS AT
TIMBER CREEK

WROUGHT IRON GATE
150' COD REQUIREMENT

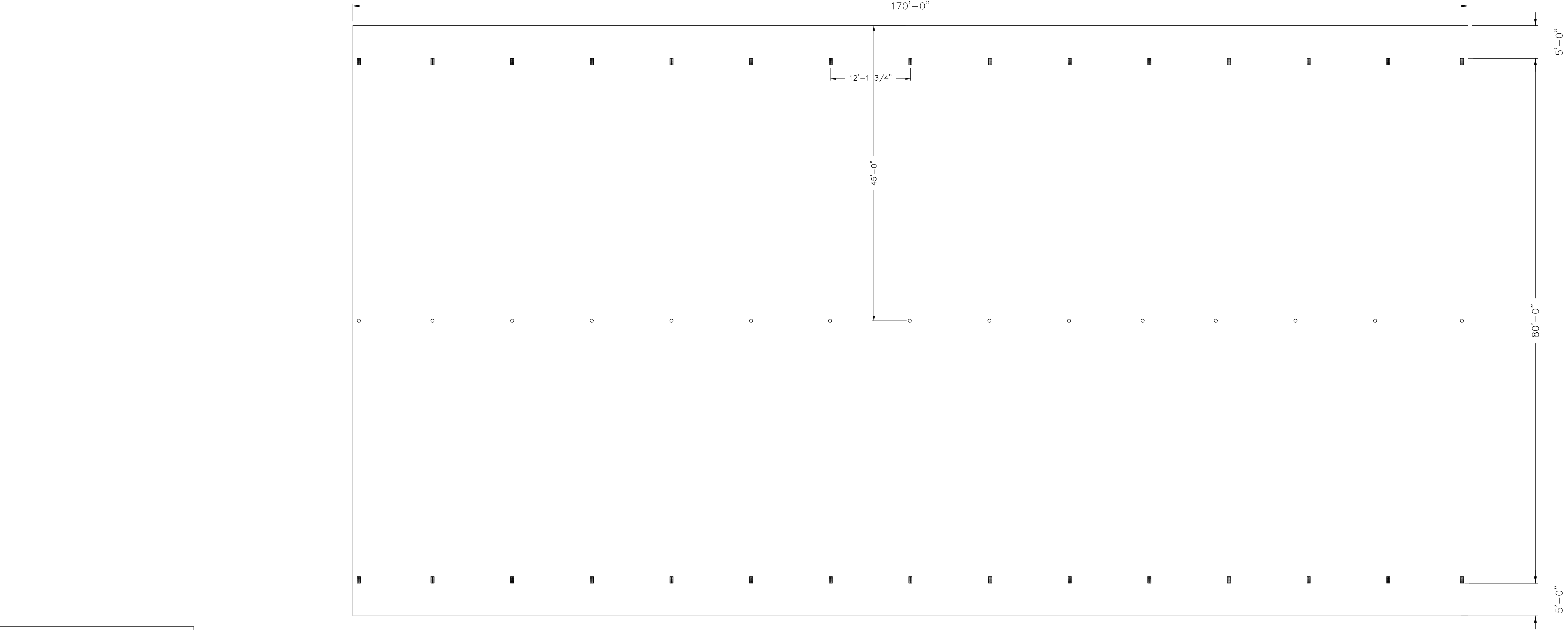
SCREENING FENCE

**PANHANDLE PUD
SECTION PH-2
CONCEPTUAL LAYOUT**

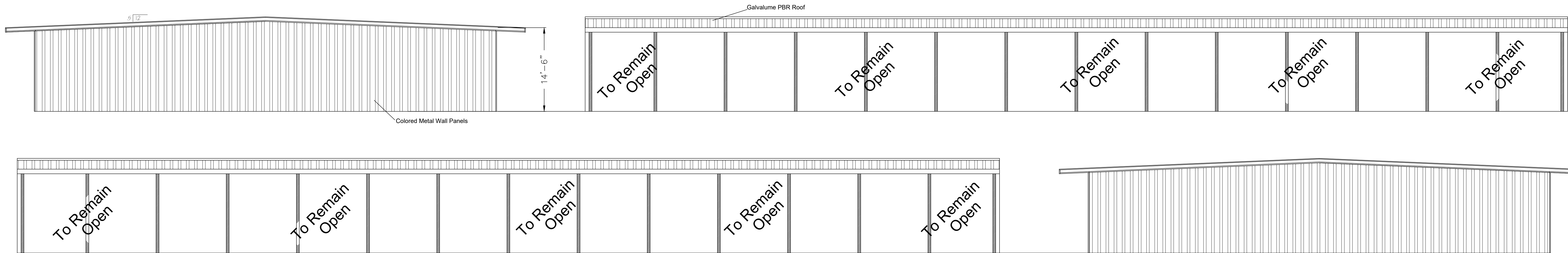
FM 2351







FLOOR PLAN



ELEVATIONS

TYPE "B" BUILDING

SCALE: 3/32"=1'

NO.	DATE	DESCRIPTION	BY
A	06/22/20	Preliminary	JDR



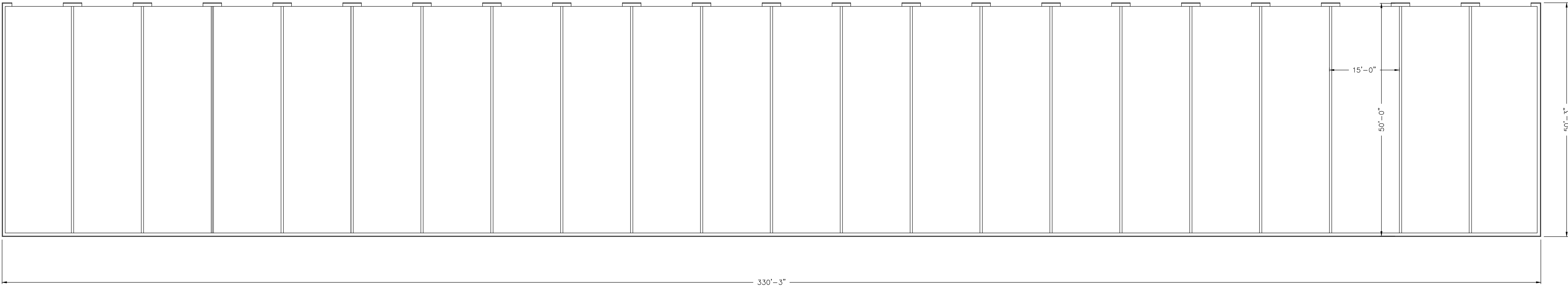
Phone: (713) 671-5300
Fax: (713) 671-5340

15400 Vantage Pkwy West
Houston, Texas 77032

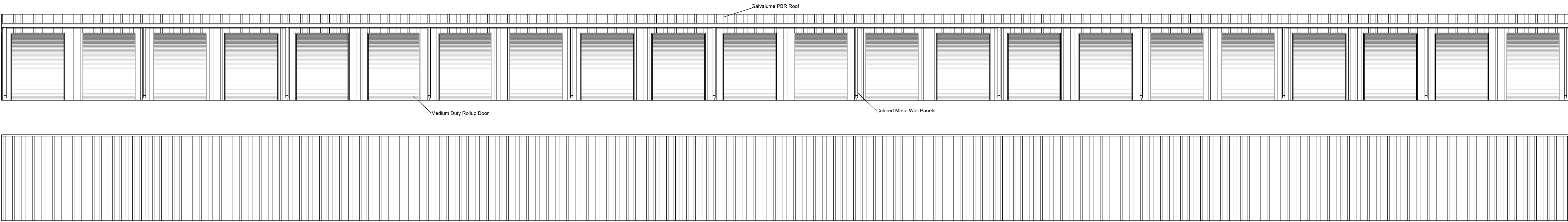
Industry Business Park
Friendswood, TX

PROPOSED 13,600 SF
FACILITY

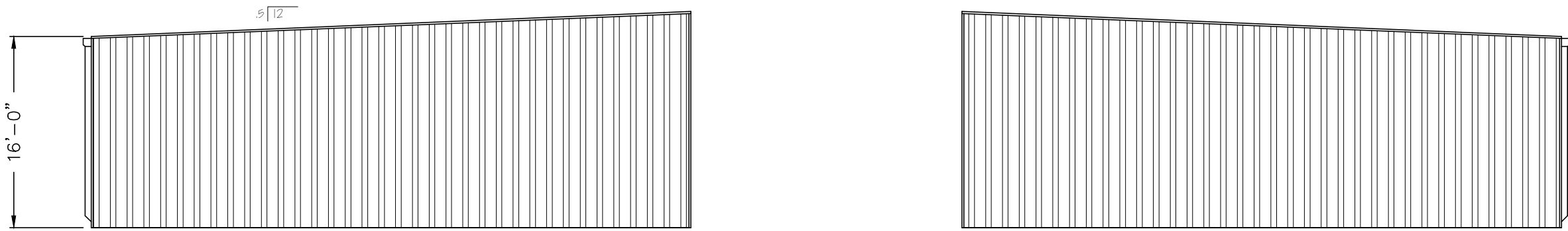
FLOOR/ELEV. A3



FLOOR PLAN



ELEVATIONS



TYPE "C" BUILDING

SCALE: 1/8"=1'

NO.	DATE	DESCRIPTION	BY
A	06/22/20	Preliminary	JDR



Phone: (713) 671-5300
Fax: (713) 671-5340

15400 Vanlage Pkwy West
Houston, Texas 77032

Industry Business Park
Friendswood, TX

PROPOSED 16,500 SF FACILITY	
FLOOR/ELEV.	A6





PHOTO COURTESY OF QSR MAGAZINE



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: April 5, 2021

Date submitted: 03/03/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a buyout license agreement for 2 Queens Lane and authorizing the Mayor to execute said agreement.

Originating Department: Parks and Recreation

Degree of importance: Significant

As we acquire more and more Buyout Properties, Parks and Recreation has continued to seek out and coordinate license agreements with other residents.

SUMMARY / ORIGINATING CAUSE

This item is on the agenda to request a new license agreement for the City owned property located at 2 Queens Lane. The residents requesting to license the property are Roger and Cindy Crutchfield located at 804 Stephens Court.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this license agreement is approved, this lot will be licensed to an individual homeowner for the purpose of beautification, thus, allowing the Parks and Recreation Department to suspend the maintenance cost associated with this property.

RECOMMENDATIONS

Staff recommends that Council approve the license agreement with Roger and Cindy Crutchfield located at 804 Stephen Court, and authorize the Mayor to execute the agreement on behalf of the City according to the Open Space Guidelines.

ATTACHMENTS

1. License Agreement- Cindy and Roger Crutchfield
2. Buyout Lot Homeowner Questionnaire- Roger and Cindy Crutchfield
3. Google Maps Site Location

LICENSE AGREEMENT

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

This License Agreement is made and entered into this 5th day of April, 2021, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and Roger and Cindy Crutchfield, being located at 804 Stephen Court, hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

SEE EXHIBIT "A"

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.

3. **Term:** The term of this License shall be for a period of ten (10) years, commencing on April 5, 2021 and terminating at midnight, April 5, 2031. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay to the respective Home Owner's Association all Home Owners' Association fees and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, policies of the respective Home Owner's Association, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over and across the Premises for such purposes as may be needed in conjunction with the rights granted

in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensors Flood Plain Manager. Licensee, subject to approval by Licensors Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensors in keeping with the purposes of the open space of the Premises.

6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.

7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensors and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.

8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensors:	City Friendswood, Texas 910 South Friendswood Drive Friendswood, Texas 77546 Attention: City Manager
------------------	---

If to Licensee:	Roger and Cindy Crutchfield 804 Stephen Court Friendswood, TX 77546 Cindycrutchfield2021@yahoo.com
-----------------	---

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensors harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensors, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents, employees, or contractors,

unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensor, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.

11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:

A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensor; or

B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensor pays such tax, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.

13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensor without the prior written consent of the Licensor.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensor's Floodplain Manager, which consent shall not be unreasonably withheld.

15. **Other Conditions:**

A. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.

B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.

C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.

D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. **Severability and Substitution of Valid Provisions:** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be

binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF FRIENDSWOOD, TEXAS

By:

Mike Foreman
Mayor

Attested:

Leticia Brysch
City Secretary

LICENSEE:

By:

City of Friendswood
Buyout Lot Licensing Program
Adjacent Homeowner's Questionnaire

Name(s): _Roger and Cindy Crutchfield_____

Address: _804 Stephen Ct._____

Phone: 8324441129_____

Email: _CindyCrutchfield2021@yahoo.com_____

I have lived at this address since*: _25 years_____

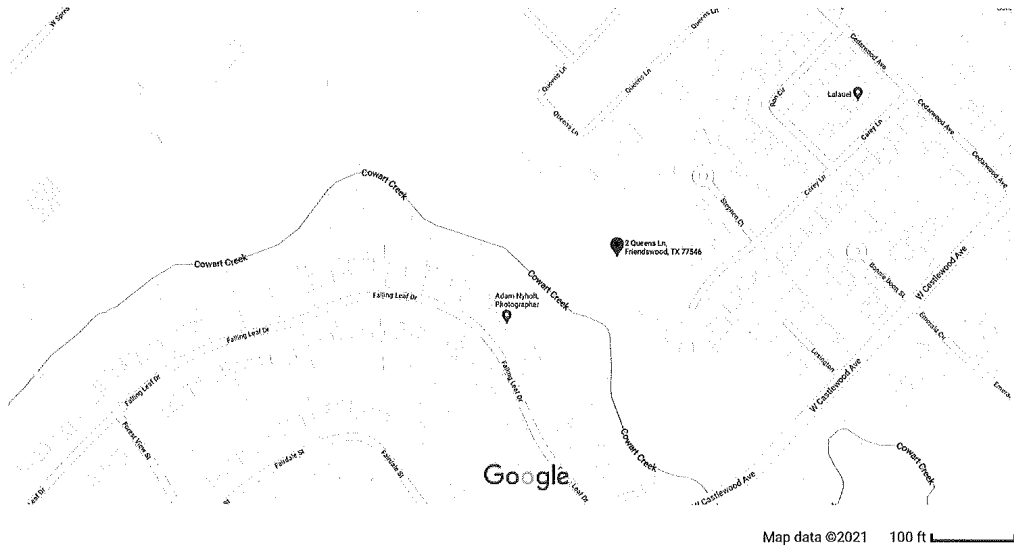
* In the event that more than one homeowner expresses interest in the same property, priority will be given to the one who has lived at their current address the longest.

I am interested in licensing the following lot(s): _2 Queens Ln Friendswood, TX 77546; ABST
151 S MCKISSICK SUR PT of LOT 10 (10-1) BLK 3 Friendswood Sub, 201338

I am NOT interested in licensing any of the Buyout Lot properties. _____

Please return this form within the next 30 days to:

Google Maps 2 Queens Ln



2 Queens Ln



Directions



Save



Nearby

Send to your
phone

Share



2 Queens Ln, Friendswood, TX 77546



GRC2+M6 Friendswood, Texas

Photos

<https://www.google.com/maps/place/2+Queens+Ln,+Friendswood,+TX+77546/@29.5216793,-95.2005513,18z/data=!3m1!1e4m5!3m4!1s0x86409a...> 1/2

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: April 5, 2021

Date submitted: 02/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the February 2021 tax report.

Originating Department: City Manager

Degree of importance: Choose an Option

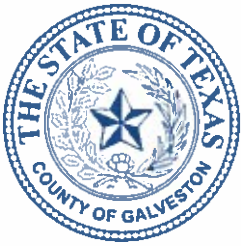
SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal CO Tax Feb 2021



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



March 15, 2021

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 February, 2021 is true and correct.

Under my hand and seal this 15th day of March, 2021.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

03/08/2021 15:19:58
TC298-D DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 02/01/2021 THRU 02/26/2021
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	.392153	1,728,842.24	.00	6,317.00	.00	1,735,159.24	.00	.00	.00	1,735,159.24
	I & S	.095161	419,525.90	.00	1,532.89	.00	421,058.79	.00	.00	.00	421,058.79
	TOTAL	.487314	2,148,368.14	.00	7,849.89	.00	2,156,218.03	.00	.00	.00	2,156,218.03
2019	M & O	.432160	4,047.47	.00	1,135.32	.00	5,182.79	1,020.27	.00	.00	6,203.06
	I & S	.089279	836.16	.00	234.54	.00	1,070.70	.00	.00	.00	1,070.70
	TOTAL	.521439	4,883.63	.00	1,369.86	.00	6,253.49	1,020.27	.00	.00	7,273.76
2018	M & O	.437173	493.77	.00	312.47	.00	806.24	208.11	.00	.00	1,014.35
	I & S	.095218	107.56	.00	68.06	.00	175.62	.00	.00	.00	175.62
	TOTAL	.532391	601.33	.00	380.53	.00	981.86	208.11	.00	.00	1,189.97
2017	M & O	.432349	529.99	.00	217.94	.00	747.93	100.09	.00	.00	848.02
	I & S	.095000	116.47	.00	47.89	.00	164.36	.00	.00	.00	164.36
	TOTAL	.527349	646.46	.00	265.83	.00	912.29	100.09	.00	.00	1,012.38
2016	M & O	.462000	257.38	.00	103.12	.00	360.50	69.67	.00	.00	430.17
	I & S	.084000	46.80	.00	18.75	.00	65.55	.00	.00	.00	65.55
	TOTAL	.546000	304.18	.00	121.87	.00	426.05	69.67	.00	.00	495.72
2015	M & O	.497200	331.71	.00	174.80	.00	506.51	96.82	.00	.00	603.33
	I & S	.071500	47.70	.00	25.15	.00	72.85	.00	.00	.00	72.85
	TOTAL	.568700	379.41	.00	199.95	.00	579.36	96.82	.00	.00	676.18
2014	M & O	.530300	290.14	.00	181.72	.00	471.86	16.76	.00	.00	488.62
	I & S	.061100	33.43	.00	20.94	.00	54.37	.00	.00	.00	54.37
	TOTAL	.591400	323.57	.00	202.66	.00	526.23	16.76	.00	.00	542.99
2013	M & O	.530300	276.82	.00	210.12	.00	486.94	26.58	.00	.00	513.52
	I & S	.061100	31.89	.00	24.21	.00	56.10	.00	.00	.00	56.10
	TOTAL	.591400	308.71	.00	234.33	.00	543.04	26.58	.00	.00	569.62
2012	M & O	.530700	217.48	.00	163.73	.00	381.21	62.00	.00	.00	443.21
	I & S	.066300	27.17	.00	20.46	.00	47.63	.00	.00	.00	47.63
	TOTAL	.597000	244.65	.00	184.19	.00	428.84	62.00	.00	.00	490.84
2011	M & O	.521800	235.08	.00	201.78	.00	436.86	.00	.00	.00	436.86
	I & S	.068400	30.82	.00	26.45	.00	57.27	.00	.00	.00	57.27
	TOTAL	.590200	265.90	.00	228.23	.00	494.13	.00	.00	.00	494.13
2010	M & O	.519600	150.03	.00	138.87	.00	288.90	.00	.00	.00	288.90
	I & S	.065300	18.85	.00	17.45	.00	36.30	.00	.00	.00	36.30
	TOTAL	.585100	168.88	.00	156.32	.00	325.20	.00	.00	.00	325.20
2008	M & O	.509700	2.72	.00	.00	.00	2.72	.00	.00	.00	2.72
	I & S	.070000	.38	.00	.00	.00	.38	.00	.00	.00	.38
	TOTAL	.579700	3.10	.00	.00	.00	3.10	.00	.00	.00	3.10

03/08/2021 15:19:58 3707873
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 02/01/2021 THRU 02/26/2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 34
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		1,735,674.83	.00	9,156.87	.00	1,744,831.70	1,600.30	.00	.00	1,746,432.00
ALL	I & S		420,823.13	.00	2,036.79	.00	422,859.92	.00	.00	.00	422,859.92
ALL	TOTAL		2,156,497.96	.00	11,193.66	.00	2,167,691.62	1,600.30	.00	.00	2,169,291.92
DLQ	M & O		6,832.59	.00	2,839.87	.00	9,672.46	1,600.30	.00	.00	11,272.76
DLQ	I & S		1,297.23	.00	503.90	.00	1,801.13	.00	.00	.00	1,801.13
DLQ	TOTAL		8,129.82	.00	3,343.77	.00	11,473.59	1,600.30	.00	.00	13,073.89
CURR	M & O		1,728,842.24	.00	6,317.00	.00	1,735,159.24	.00	.00	.00	1,735,159.24
CURR	I & S		419,525.90	.00	1,532.89	.00	421,058.79	.00	.00	.00	421,058.79
CURR	TOTAL		2,148,368.14	.00	7,849.89	.00	2,156,218.03	.00	.00	.00	2,156,218.03

03/08/2021 15:17:02
TC298-M SELECTION: DEPOSIT

3707873

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSAIS DETAIL SCHEDULE
FROM: 02/01/2021 THRU 02/26/2021
JURISDICTION: 337 FRIENDWD CITY

PAGE: 58
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018	RF210202	1055780000001	201812	0.00	0.00	0.00	0.00 HK26	133.10-	133.10-RF
2018	RF210202	1055780000001	201812	133.10-	0.00	0.00	0.00 HK28	133.10	0.00 RF
2018	RF210202	1254280090022	201812	372.69-	0.00	0.00	0.00 HK28	372.69	0.00 RF
2018	RF210202	1254280090022	201812	0.00	0.00	0.00	0.00 HK28	372.69-	372.69-RF
2018 TOTAL				505.79-	0.00	0.00	0.00	0.00	505.79-

2019	RF210202	1000460000017	201912	0.00	0.00	0.00	0.00 HK17	198.68-	198.68-RF
2019	RF210202	1000460000017	201912	198.68-	0.00	0.00	0.00 HK17	198.68	0.00 RF
2019	RF210202	1022320000031	201912	0.00	0.00	0.00	0.00 HK17	140.59-	140.59-RF
2019	RF210202	1022320000031	201912	140.59-	0.00	0.00	0.00 HK17	140.59	0.00 RF
2019	RF210202	1043390000016	202001	130.36-	0.00	0.00	0.00 HK17	130.36	0.00 RF
2019	RF210202	1043390000016	202001	0.00	0.00	0.00	0.00 HK17	130.36-	130.36-RF
2019	RF210202	1050130000024	202001	0.00	0.00	0.00	0.00 HK17	286.51-	286.51-RF
2019	RF210202	1050130000024	202001	286.51-	0.00	0.00	0.00 HK17	286.51	0.00 RF
2019	RF210202	1055780000001	202001	182.07-	0.00	0.00	0.00 HK17	182.07	0.00 RF
2019	RF210202	1055780000001	202001	0.00	0.00	0.00	0.00 HK17	182.07-	182.07-RF
2019	RF210224	1172920010001	201912	0.00	0.00	0.00	0.00 HK18	270.01-	270.01-RF
2019	RF210224	1172920010001	201912	270.01-	0.00	0.00	0.00 HK18	270.01	0.00 RF
2019	RF210224	1172920010001	201912	76.35-	0.00	0.00	0.00 HK18	76.35	0.00 RF
2019	RF210224	1172920010001	201912	0.00	0.00	0.00	0.00 HK18	76.35-	76.35-RF
2019	RF210225	1172920010001	201912	270.01-	0.00	0.00	0.00 HK18	270.01	0.00 RF
2019	RF210225	1172920010001	201912	0.00	0.00	0.00	0.00 HK18	270.01-	270.01-RF
2019	RF210202	1254280090010	201912	0.00	0.00	0.00	0.00 HK17	399.30-	399.30-RF
2019	RF210202	1254280090010	201912	399.30-	0.00	0.00	0.00 HK17	399.30	0.00 RF
2019	RF210202	1254280090022	201912	388.34-	0.00	0.00	0.00 HK17	388.34	0.00 RF
2019	RF210224	1254280090022	201912	0.00	0.00	0.00	0.00 HK17	388.34-	388.34-RF
2019	RF210224	H2282636	202001	0.00	0.00	0.00	0.00 HK18	2.58-	2.58-RF
2019	RF210224	H2282636	202001	2.58-	0.00	0.00	0.00 HK18	2.58	0.00 RF
2019 TOTAL				2,344.80-	0.00	0.00	0.00	0.00	2,344.80-

2020	RF210203	1000460000017	202012	0.00	0.00	0.00	0.00 HK05	197.96-	197.96-RF
2020	RF210203	1000460000017	202012	197.96-	0.00	0.00	0.00 HK05	197.96	0.00 RF
2020	RF210203	1004120000009	202012	188.56-	0.00	0.00	0.00 HK05	188.56	0.00 RF
2020	RF210203	1004120000009	202012	0.00	0.00	0.00	0.00 HK05	188.56-	188.56-RF
2020	RF210203	1022320000031	202012	0.00	0.00	0.00	0.00 HK05	147.86-	147.86-RF
2020	RF210203	1022320000031	202012	147.86-	0.00	0.00	0.00 HK05	147.86	0.00 RF
2020	RF210224	1022330000009	202011	148.38-	0.00	0.00	0.00 HK06	148.38	0.00 RF
2020	RF210224	1022330000009	202011	0.00	0.00	0.00	0.00 HK06	148.38-	148.38-RF
2020	RF210203	1022340000005	202012	113.60-	0.00	0.00	0.00 HK05	113.60-	113.60-RF
2020	RF210203	1022340000005	202012	0.00	0.00	0.00	0.00 HK05	113.60-	113.60-RF
2020	RF210203	1043380000030	202011	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF

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2020	RF210203	1043380000030	202011	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2020	RF210203	1043390000016	202101	0.00	0.00	0.00	0.00 HK05	131.64-	131.64-RF
2020	RF210203	1043390000016	202101	131.64-	0.00	0.00	0.00 HK05	131.64	0.00 RF
2020	RF210203	1050130000024	202101	0.00	0.00	0.00	0.00 HK05	292.01-	292.01-RF
2020	RF210203	1050130000024	202101	292.01-	0.00	0.00	0.00 HK05	292.01	0.00 RF
2020	RF210203	1055780000001	202101	0.00	0.00	0.00	0.00 HK05	201.17-	201.17-RF
2020	RF210203	1055780000001	202101	201.17-	0.00	0.00	0.00 HK05	201.17	0.00 RF
2020	RF210224	1084720000051	202011	121.83-	0.00	0.00	0.00 HK06	121.83	0.00 RF
2020	RF210224	1084720000051	202011	0.00	0.00	0.00	0.00 HK06	121.83-	121.83-RF
2020	RF210224	1098340000003	202101	213.08-	0.00	0.00	0.00 HK06	213.08	0.00 RF
2020	RF210224	1098340000003	202101	0.00	0.00	0.00	0.00 HK06	213.08-	213.08-RF
2020	817927020321	1184320010004	202101	29,238.84-	0.00	0.00	0.00 CERT	0.00	29,238.84-TR
2020	RF210224	1215220030005	202012	0.00	0.00	0.00	0.00 HK06	121.83-	121.83-RF
2020	RF210224	1215220030005	202012	121.83-	0.00	0.00	0.00 HK06	121.83	0.00 RF
2020	RF210203	1254280090010	202101	377.22-	0.00	0.00	0.00 HK05	377.22	0.00 RF
2020	RF210203	1254280090010	202101	0.00	0.00	0.00	0.00 HK05	377.22-	377.22-RF
2020	RF210203	1254280090022	202012	0.00	0.00	0.00	0.00 HK05	364.61-	364.61-RF
2020	RF210203	1254280090022	202012	364.61-	0.00	0.00	0.00 HK05	364.61	0.00 RF
2020	864021121PHC	146604	202102	1,640.88-	0.00	114.86-	0.00 CERT	0.00	1,755.74-RI
2020	ACT021121TR	146604	202102	84.13-	0.00	0.00	0.00 CERT	0.00	84.13-TR
2020	864020121PHC	201116	202101	2,016.98-	0.00	0.00	0.00 CERT	0.00	2,016.98-RI
2020	80779202621	201731	202102	882.08-	0.00	61.75-	0.00 CERT	0.00	943.83-TR
2020	817903020121	202891	202102	2,666.29-	0.00	186.64-	0.00 CERT	0.00	2,852.93-TR
2020	817927020321	308646	202101	807.14-	0.00	0.00	0.00 CERT	0.00	807.14-TR
2020	RF210224	387703	202101	0.00	0.00	0.00	0.00 20S4	1,218.29-	1,218.29-RF
2020	RF210224	387703	202101	1,218.29-	0.00	0.00	0.00 20S4	1,218.29	0.00 RF
2020	902020221T	405242	202011	514.86-	0.00	0.00	0.00 CERT	0.00	514.86-TR
2020	Q9210216	601635	202102	0.01-	0.00	0.00	0.00 CERT	0.00	0.01-TR
2020	864022621CHC	613540	202102	2,278.29-	0.00	159.48-	0.00 CERT	0.00	2,437.77-TR
2020	RF210203	H0152059	202011	0.00	0.00	0.00	0.00 HK05	2.19-	2.19-RF
2020	RF210203	H0152059	202011	2.19-	0.00	0.00	0.00 HK05	2.19	0.00 RF
2020	RF210203	H0152061	202011	0.00	0.00	0.00	0.00 HK05	2.19-	2.19-RF
2020	RF210203	H0152061	202011	2.19-	0.00	0.00	0.00 HK05	2.19	0.00 RF
2020	RF210203	H0152105	202011	0.00	0.00	0.00	0.00 HK05	7.02-	7.02-RF
2020	RF210203	H0152105	202011	7.02-	0.00	0.00	0.00 HK05	7.02	0.00 RF
2020	RF210203	H0152205	202012	0.00	0.00	0.00	0.00 HK05	1.17-	1.17-RF
2020	RF210203	H0152205	202012	1.17-	0.00	0.00	0.00 HK05	1.17	0.00 RF
2020	RF210203	H0152215	202011	3.55-	0.00	0.00	0.00 HK05	3.55	0.00 RF
2020	RF210203	H0152215	202011	0.00	0.00	0.00	0.00 HK05	3.55-	3.55-RF
2020	RF210203	H0152256	202101	0.00	0.00	0.00	0.00 HK05	5.55-	5.55-RF
2020	RF210203	H0152256	202101	5.55-	0.00	0.00	0.00 HK05	5.55	0.00 RF
2020	RF210203	H0152258	202011	6.28-	0.00	0.00	0.00 HK05	6.28-	6.28-RF
2020	RF210203	H0152258	202011	0.00	0.00	0.00	0.00 HK05	6.28	0.00 RF
2020	RF210203	H0152272	202012	0.00	0.00	0.00	0.00 HK05	30.51-	30.51-RF
2020	RF210203	H0152272	202012	30.51-	0.00	0.00	0.00 HK05	30.51	0.00 RF

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2020 RF210203	H0152275	202011	0.00	0.00	0.00	0.00 HK05	15.25-	15.25-RF
2020 RF210203	H0152275	202011	15.25-	0.00	0.00	0.00 HK05	15.25	0.00 RF
2020 RF210203	H0152276	202012	15.25-	0.00	0.00	0.00 HK05	15.25	0.00 RF
2020 RF210203	H0152283	202012	0.00	0.00	0.00	0.00 HK05	15.25-	15.25-RF
2020 RF210203	H0152283	202011	2.43-	0.00	0.00	0.00 HK05	2.43	0.00 RF
2020 RF210203	H0152341	202011	13.50-	0.00	0.00	0.00 HK05	2.43-	2.43-RF
2020 RF210203	H0152341	202011	0.00	0.00	0.00	0.00 HK05	13.50	0.00 RF
2020 RF210203	H0152353	202011	0.00	0.00	0.00	0.00 HK05	13.50-	13.50-RF
2020 RF210203	H0152358	202011	15.74-	0.00	0.00	0.00 HK05	15.74-	15.74-RF
2020 RF210203	H0152358	202011	0.00	0.00	0.00	0.00 HK05	15.74	0.00 RF
2020 RF210203	H0152370	202011	9.16-	0.00	0.00	0.00 HK05	9.16-	9.16-RF
2020 RF210203	H0152370	202011	19.59-	0.00	0.00	0.00 HK05	9.16	0.00 RF
2020 RF210203	H0152381	202011	0.00	0.00	0.00	0.00 HK05	19.59	0.00 RF
2020 RF210203	H0152381	202011	2.29-	0.00	0.00	0.00 HK05	19.59-	19.59-RF
2020 RF210203	H0215517	202011	0.00	0.00	0.00	0.00 HK05	2.29	0.00 RF
2020 RF210203	H0215517	202011	0.00	0.00	0.00	0.00 HK05	2.29-	2.29-RF
2020 RF210203	H0262354	202011	6.28-	0.00	0.00	0.00 HK05	6.28	0.00 RF
2020 RF210203	H0262354	202011	5.56-	0.00	0.00	0.00 HK05	6.28-	6.28-RF
2020 RF210203	H0262358	202011	0.00	0.00	0.00	0.00 HK05	5.56	0.00 RF
2020 RF210203	H0262358	202011	0.00	0.00	0.00	0.00 HK05	5.56-	5.56-RF
2020 RF210203	H0262358	202011	7.46-	0.00	0.00	0.00 HK05	7.46-	7.46-RF
2020 RF210203	H0273765	202011	9.45-	0.00	0.00	0.00 HK05	7.46	0.00 RF
2020 RF210203	H0273765	202011	0.00	0.00	0.00	0.00 HK05	9.45-	9.45-RF
2020 RF210203	H0427769	202002	3.08-	0.00	0.00	0.00 HK05	3.08	0.00 RF
2020 RF210203	H0427769	202002	0.00	0.00	0.00	0.00 HK05	3.08-	3.08-RF
2020 RF210203	H0427776	202101	2.38-	0.00	0.00	0.00 HK05	2.38	0.00 RF
2020 RF210203	H0427776	202101	0.00	0.00	0.00	0.00 HK05	2.38-	2.38-RF
2020 RF210203	H0599893	202011	3.90-	0.00	0.00	0.00 HK05	3.90	0.00 RF
2020 RF210203	H0599893	202011	0.00	0.00	0.00	0.00 HK05	3.90-	3.90-RF
2020 RF210203	H0650483	202012	16.08-	0.00	0.00	0.00 HK05	16.08	0.00 RF
2020 RF210203	H0650483	202012	0.00	0.00	0.00	0.00 HK05	16.08-	16.08-RF
2020 RF210203	H0650491	202012	0.00	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020 RF210203	H0650491	202012	4.33-	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020 RF210203	H0650492	202012	0.00	0.00	0.00	0.00 HK05	3.55-	3.55-RF
2020 RF210203	H0650492	202012	3.55-	0.00	0.00	0.00 HK05	3.55	0.00 RF
2020 RF210203	H0650493	202012	15.25-	0.00	0.00	0.00 HK05	15.25-	15.25-RF
2020 RF210203	H0650493	202012	0.00	0.00	0.00	0.00 HK05	15.25	0.00 RF
2020 RF210203	H0682144	202012	0.00	0.00	0.00	0.00 HK05	2.63-	2.63-RF
2020 RF210203	H0682144	202012	2.63-	0.00	0.00	0.00 HK05	2.63	0.00 RF
2020 RF210203	H0682150	202012	2.78-	0.00	0.00	0.00 HK05	2.78	0.00 RF
2020 RF210203	H0682150	202012	0.00	0.00	0.00	0.00 HK05	2.78-	2.78-RF
2020 RF210203	H0682151	202011	2.78-	0.00	0.00	0.00 HK05	2.78	0.00 RF
2020 RF210203	H0682151	202011	0.00	0.00	0.00	0.00 HK05	2.78-	2.78-RF
2020 RF210203	H0682165	202012	5.06-	0.00	0.00	0.00 HK05	5.06	0.00 RF

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2020	RF210203	H0682165	202012	0.00	0.00	0.00	0.00 HK05	5.06-	5.06-RF
2020	RF210203	H0729111	202012	0.00	0.00	0.00	0.00 HK05	2.29-	2.29-RF
2020	RF210203	H0729111	202012	2.29-	0.00	0.00	0.00 HK05	0.00	0.00 RF
2020	RF210203	H0766249	202012	0.00	0.00	0.00	0.00 HK05	3.07-	3.07-RF
2020	RF210203	H0766249	202012	3.07-	0.00	0.00	0.00 HK05	3.07	0.00 RF
2020	RF210203	H0766252	202011	2.63-	0.00	0.00	0.00 HK05	2.63	0.00 RF
2020	RF210203	H0766253	202011	0.00	0.00	0.00	0.00 HK05	2.63-	2.63-RF
2020	RF210203	H0766253	202011	3.17-	0.00	0.00	0.00 HK05	3.17-	3.17-RF
2020	RF210203	H0799686	202011	4.33-	0.00	0.00	0.00 HK05	3.17	0.00 RF
2020	RF210203	H0799686	202011	0.00	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H0799687	202011	16.08-	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020	RF210203	H0799687	202011	0.00	0.00	0.00	0.00 HK05	16.08	0.00 RF
2020	RF210203	H0799692	202012	1.17-	0.00	0.00	0.00 HK05	16.08-	16.08-RF
2020	RF210203	H0799692	202012	0.00	0.00	0.00	0.00 HK05	1.17	0.00 RF
2020	RF210203	H0827093	202012	17.89-	0.00	0.00	0.00 HK05	1.17-	1.17-RF
2020	RF210203	H0827093	202012	0.00	0.00	0.00	0.00 HK05	17.89-	17.89-RF
2020	RF210203	H0827099	202011	2.73-	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827099	202011	0.00	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827100	202012	2.73-	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827100	202012	0.00	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827101	202011	2.73-	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827101	202011	0.00	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827102	202011	2.73-	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827102	202011	0.00	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827103	202011	2.73-	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827104	202012	2.73-	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827104	202012	0.00	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827105	202011	0.00	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827105	202011	2.73-	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0827106	202012	0.00	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827107	202011	2.73-	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0827107	202011	0.00	0.00	0.00	0.00 HK05	2.73-	2.73-RF
2020	RF210203	H0858941	202011	0.00	0.00	0.00	0.00 HK05	2.73	0.00 RF
2020	RF210203	H0858941	202011	2.58-	0.00	0.00	0.00 HK05	2.58-	2.58-RF
2020	RF210203	H0858945	202011	0.00	0.00	0.00	0.00 HK05	2.58	0.00 RF
2020	RF210203	H0858945	202011	2.58-	0.00	0.00	0.00 HK05	2.58	0.00 RF
2020	RF210203	H0863904	202011	0.00	0.00	0.00	0.00 HK05	2.97-	2.97-RF
2020	RF210203	H0863904	202011	2.97-	0.00	0.00	0.00 HK05	2.97-	2.97-RF
2020	RF210203	H0863906	202101	0.00	0.00	0.00	0.00 HK05	2.97-	2.97-RF
2020	RF210203	H0863906	202101	2.97-	0.00	0.00	0.00 HK05	2.97	0.00 RF
2020	RF210203	H0863907	202011	0.00	0.00	0.00	0.00 HK05	0.78-	0.78-RF
2020	RF210203	H0863907	202011	0.78-	0.00	0.00	0.00 HK05	0.78	0.00 RF

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2020	RF210203	H0863909	202101	0.00	0.00	0.00	0.00 HK05	0.78-	0.78-RF
2020	RF210203	H0863909	202101	0.78-	0.00	0.00	0.00 HK05	0.78	0.00 RF
2020	RF210203	H0863910	202011	1.95-	0.00	0.00	0.00 HK05	1.95	0.00 RF
2020	RF210203	H0863910	202011	0.00	0.00	0.00	0.00 HK05	1.95-RF	1.95-RF
2020	RF210203	H0896046	202011	0.00	0.00	0.00	0.00 HK05	0.78-	0.78-RF
2020	RF210203	H0896046	202011	0.78-	0.00	0.00	0.00 HK05	0.78	0.00 RF
2020	RF210203	H0896051	202011	0.00	0.00	0.00	0.00 HK05	2.49-	2.49-RF
2020	RF210203	H0896051	202011	2.49-	0.00	0.00	0.00 HK05	2.49	0.00 RF
2020	RF210203	H0896067	202011	3.55-	0.00	0.00	0.00 HK05	3.55	0.00 RF
2020	RF210203	H0896067	202011	0.00	0.00	0.00	0.00 HK05	3.55-	3.55-RF
2020	RF210203	H0896069	202011	9.79-	0.00	0.00	0.00 HK05	9.79	0.00 RF
2020	RF210203	H0896069	202011	0.00	0.00	0.00	0.00 HK05	9.79-	9.79-RF
2020	RF210203	H0969691	202011	0.00	0.00	0.00	0.00 HK05	2.97-	2.97-RF
2020	RF210203	H0969691	202011	2.97-	0.00	0.00	0.00 HK05	2.97	0.00 RF
2020	RF210203	H2010465	202101	1.95-	0.00	0.00	0.00 HK05	1.95	0.00 RF
2020	RF210203	H2010465	202101	0.00	0.00	0.00	0.00 HK05	1.95-	1.95-RF
2020	RF210203	H2052043	202012	0.00	0.00	0.00	0.00 HK05	2.53-	2.53-RF
2020	RF210203	H2052043	202012	2.53-	0.00	0.00	0.00 HK05	2.53	0.00 RF
2020	RF210203	H2061235	202101	2.87-	0.00	0.00	0.00 HK05	2.87	0.00 RF
2020	RF210203	H2061235	202101	0.00	0.00	0.00	0.00 HK05	2.87-	2.87-RF
2020	RF210203	H2061240	202012	0.00	0.00	0.00	0.00 HK05	3.42-	3.42-RF
2020	RF210203	H2061240	202012	3.42-	0.00	0.00	0.00 HK05	3.42	0.00 RF
2020	RF210203	H2098471	202011	0.00	0.00	0.00	0.00 HK05	2.97-	2.97-RF
2020	RF210203	H2098471	202011	2.97-	0.00	0.00	0.00 HK05	2.97	0.00 RF
2020	RF210203	H2098520	202010	9.45-	0.00	0.00	0.00 HK05	9.45	0.00 RF
2020	RF210203	H2098520	202010	0.00	0.00	0.00	0.00 HK05	9.45-	9.45-RF
2020	RF210203	H2098526	202012	0.00	0.00	0.00	0.00 HK05	1.17-	1.17-RF
2020	RF210203	H2098526	202012	1.17-	0.00	0.00	0.00 HK05	1.17	0.00 RF
2020	RF210203	H2099712	202001	0.00	0.00	0.00	0.00 HK05	2.29-	2.29-RF
2020	RF210203	H2099712	202001	0.00	0.00	0.00	0.00 HK05	0.68-	0.68-RF
2020	RF210203	H2099712	202011	2.29-	0.00	0.00	0.00 HK05	2.29	0.00 RF
2020	RF210203	H2099712	202011	0.68-	0.00	0.00	0.00 HK05	2.00-	2.00-RF
2020	RF210203	H2099751	202011	0.00	0.00	0.00	0.00 HK05	3.75	0.00 RF
2020	RF210203	H2099751	202011	3.75-	0.00	0.00	0.00 HK05	3.75-	3.75-RF
2020	RF210203	H2099781	202011	0.00	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020	RF210203	H2099781	202011	4.33-	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H2099797	202011	0.00	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020	RF210203	H2099797	202011	0.00	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H2099798	202011	4.33-	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020	RF210203	H2099798	202011	0.00	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H2099828	202101	4.33-	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020	RF210203	H2099828	202101	0.00	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H2099830	202012	4.33-	0.00	0.00	0.00 HK05	4.33-	4.33-RF
2020	RF210203	H2099830	202012	0.00	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H2099831	202012	0.00	0.00	0.00	0.00 HK05	4.33-	4.33-RF

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 02/01/2021 THRU 02/26/2021
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 CAT
2020	RF210203	H2099831	202012	4.33-	0.00	0.00	0.00 HK05	4.33	0.00 RF
2020	RF210203	H2099832	202012	3.42-	0.00	0.00	0.00 HK05	3.42	0.00 RF
2020	RF210203	H2099832	202012	0.00	0.00	0.00	0.00 HK05	3.42-	0.00 RF
2020	RF210203	H2099833	202012	0.87-	0.00	0.00	0.00 HK05	0.87	0.00 RF
2020	RF210203	H2099833	202012	0.00	0.00	0.00	0.00 HK05	0.87-	0.00 RF
2020	RF210203	H2099834	202012	0.00	0.00	0.00	0.00 HK05	0.87-	0.00 RF
2020	RF210203	H2099834	202012	0.87-	0.00	0.00	0.00 HK05	0.87-	0.00 RF
2020	RF210203	H2099835	202101	0.00	0.00	0.00	0.00 HK05	0.87	0.00 RF
2020	RF210203	H2099835	202101	4.53-	0.00	0.00	0.00 HK05	4.53-	0.00 RF
2020	RF210203	H2123982	202010	0.00	0.00	0.00	0.00 HK05	4.53	0.00 RF
2020	RF210203	H2123982	202010	1.47-	0.00	0.00	0.00 HK05	1.47-	0.00 RF
2020	RF210203	H2123983	202010	1.03-	0.00	0.00	0.00 HK05	1.03	0.00 RF
2020	RF210203	H2164194	202012	0.00	0.00	0.00	0.00 HK05	1.03-	0.00 RF
2020	RF210203	H2164194	202012	6.29-	0.00	0.00	0.00 HK05	6.29-	0.00 RF
2020	RF210203	H2164195	202012	0.00	0.00	0.00	0.00 HK05	6.29-	0.00 RF
2020	RF210203	H2164195	202012	14.38-	0.00	0.00	0.00 HK05	14.38-	0.00 RF
2020	RF210203	H2164195	202012	0.73-	0.00	0.00	0.00 HK05	14.38	0.00 RF
2020	RF210203	H2164198	202012	0.00	0.00	0.00	0.00 HK05	0.73	0.00 RF
2020	RF210203	H2164198	202012	0.00	0.00	0.00	0.00 HK05	0.73-	0.00 RF
2020	RF210203	H2164199	202012	0.00	0.00	0.00	0.00 HK05	0.73-	0.00 RF
2020	RF210203	H2164199	202012	2.83-	0.00	0.00	0.00 HK05	2.83-	0.00 RF
2020	RF210203	H2164200	202012	0.00	0.00	0.00	0.00 HK05	2.83	0.00 RF
2020	RF210203	H2164200	202012	2.68-	0.00	0.00	0.00 HK05	2.68-	0.00 RF
2020	RF210203	H2164211	202012	6.29-	0.00	0.00	0.00 HK05	2.68	0.00 RF
2020	RF210203	H2164211	202012	0.00	0.00	0.00	0.00 HK05	6.29-	0.00 RF
2020	RF210203	H2164212	202012	14.38-	0.00	0.00	0.00 HK05	6.29-	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK05	14.38-	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK05	14.38	0.00 RF
2020	RF210203	H2164212	202012	346.14-	0.00	0.00	0.00 HK06	346.14-	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK06	346.14	0.00 RF
2020	RF210203	H2164212	202012	365.19-	0.00	0.00	0.00 HK06	365.19-	0.00 RF
2020	RF210203	H2164212	202012	379.71-	0.00	0.00	0.00 HK06	379.71	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK06	379.71-	0.00 RF
2020	RF210203	H2164212	202012	244.44-	0.00	0.00	0.00 HK06	244.44-	0.00 RF
2020	RF210203	H2164212	202012	406.27-	0.00	0.00	0.00 HK06	406.27-	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK06	406.27	0.00 RF
2020	RF210203	H2164212	202012	2.150.91-	0.00	0.00	0.00 HK06	2.150.91-	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK06	2.150.91	0.00 RF
2020	RF210203	H2164212	202012	1,713.79-	0.00	0.00	0.00 HK06	1,713.79-	0.00 RF
2020	RF210203	H2164212	202012	323.28-	0.00	0.00	0.00 HK06	323.28-	0.00 RF
2020	RF210203	H2164212	202012	529.08-	0.00	0.00	0.00 HK06	529.08	0.00 RF
2020	RF210203	H2164212	202012	0.00	0.00	0.00	0.00 HK06	529.08-	0.00 RF

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TAX COLLECTION SYSTEM
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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
2020	RF210224	H2164309	202101	0.00	0.00	0.00	0.00 HK06	268.80-	268.80-RF
2020	RF210224	H2164309	202101	268.80-	0.00	0.00	0.00 HK06	268.80	0.00 RF
2020	RF210224	H2164310	202101	0.00	0.00	0.00	0.00 HK06	212.03-	212.03-RF
2020	RF210224	H2164310	202101	212.03-	0.00	0.00	0.00 HK06	212.03	0.00 RF
2020	RF210203	H2174895	202012	0.00	0.00	0.00	0.00 HK05	1.95-	1.95-RF
2020	RF210203	H2174895	202012	1.95-	0.00	0.00	0.00 HK05	1.95	0.00 RF
2020	RF210203	H2174900	202012	2.29-	0.00	0.00	0.00 HK05	2.29	0.00 RF
2020	RF210203	H2174900	202012	0.00	0.00	0.00	0.00 HK05	2.29-	2.29-RF
2020	RF210203	H2174901	202012	0.00	0.00	0.00	0.00 HK05	2.29	0.00 RF
2020	RF210203	H2194400	202012	2.29-	0.00	0.00	0.00 HK05	2.29	0.00 RF
2020	RF210203	H2194400	202012	0.00	0.00	0.00	0.00 HK05	1.08-	1.08-RF
2020	RF210203	H2194542	202011	1.08-	0.00	0.00	0.00 HK05	1.08	0.00 RF
2020	RF210203	H2194542	202011	0.00	0.00	0.00	0.00 HK05	8.82-	8.82-RF
2020	RF210203	H2194543	202011	8.82-	0.00	0.00	0.00 HK05	8.82	0.00 RF
2020	RF210203	H2194543	202011	0.00	0.00	0.00	0.00 HK05	2.97-	2.97-RF
2020	RF210203	H2203589	202011	2.97-	0.00	0.00	0.00 HK05	2.97	0.00 RF
2020	RF210203	H2203589	202011	0.00	0.00	0.00	0.00 HK05	6.09-	6.09-RF
2020	RF210203	H2203590	202011	6.09-	0.00	0.00	0.00 HK05	6.09	0.00 RF
2020	RF210203	H2203590	202011	13.94-	0.00	0.00	0.00 HK05	13.94	0.00 RF
2020	RF210203	H2203590	202011	0.00	0.00	0.00	0.00 HK05	13.94-	13.94-RF
2020	RF210203	H2203995	202011	6.14-	0.00	0.00	0.00 HK05	6.14	0.00 RF
2020	RF210203	H2203995	202011	0.00	0.00	0.00	0.00 HK05	6.14-	6.14-RF
2020	RF210203	H2203996	202012	9.84-	0.00	0.00	0.00 HK05	9.84	0.00 RF
2020	RF210203	H2203996	202012	0.00	0.00	0.00	0.00 HK05	9.84-	9.84-RF
2020	RF210203	H2219164	202011	0.00	0.00	0.00	0.00 HK05	8.43-	8.43-RF
2020	RF210203	H2219164	202011	8.43-	0.00	0.00	0.00 HK05	8.43	0.00 RF
2020	RF210203	H2239814	202011	0.00	0.00	0.00	0.00 HK05	1.42-	1.42-RF
2020	RF210203	H2239814	202011	1.42-	0.00	0.00	0.00 HK05	1.42	0.00 RF
2020	RF210203	H2370633	202011	4.39-	0.00	0.00	0.00 HK05	4.39	0.00 RF
2020	RF210203	H2370633	202011	0.00	0.00	0.00	0.00 HK05	4.39-	4.39-RF
2020	RF210203	H2308056	202011	0.64-	0.00	0.00	0.00 HK05	0.64-	0.64-RF
2020	RF210203	H2308056	202011	0.00	0.00	0.00	0.00 HK05	0.64	0.00 RF
2020	RF210203	H2308058	202011	0.00	0.00	0.00	0.00 HK05	0.64-	0.64-RF
2020	RF210203	H2308058	202011	0.64-	0.00	0.00	0.00 HK05	0.64	0.00 RF
2020	RF210203	H2308096	202101	0.00	0.00	0.00	0.00 HK05	2.10-	2.10-RF
2020	RF210203	H2308096	202101	2.10-	0.00	0.00	0.00 HK05	2.10	0.00 RF
2020	RF210203	H2333002	202101	0.00	0.00	0.00	0.00 HK05	4.88-	4.88-RF
2020	RF210203	H2333002	202101	4.88-	0.00	0.00	0.00 HK05	4.88	0.00 RF

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 02/01/2021 THRU 02/26/2021
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 CAT
2020 TOTAL			51,573.05-	0.00	522.73-	0.00	0.00	52,095.78-
TOTAL REVERSALS			54,423.64-	0.00	522.73-	0.00	0.00	54,946.37-

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 02/01/2021 THRU 02/26/2021
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2008 TOTAL			3.10	0.00	0.00	0.00	0.00	3.10
2010 TOTAL			168.88	0.00	156.32	0.00	0.00	325.20
2011 TOTAL			265.90	0.00	228.23	0.00	0.00	494.13
2012 TOTAL			244.65	0.00	184.19	0.00	0.00	490.84
2013 TOTAL			308.71	0.00	234.33	0.00	0.00	569.62
2014 TOTAL			323.57	0.00	202.66	0.00	0.00	542.99
2015 TOTAL			379.41	0.00	199.95	0.00	0.00	676.18
2016 TOTAL			304.18	0.00	121.87	69.67	0.00	495.72
2017 TOTAL			646.46	0.00	265.83	100.09	0.00	1,012.38
2018 TOTAL			1,107.12	0.00	380.53	208.11	0.00	1,695.76
2019 TOTAL			7,228.43	0.00	1,369.86	1,020.27	0.00	9,618.56
2020 TOTAL			2,199,941.19	0.00	8,372.62	0.00	0.00	2,208,313.81
TOTAL PAYMENTS			2,210,921.60	0.00	11,716.39	1,600.30	0.00	2,224,238.29
2018 TOTAL			505.79-	0.00	0.00	0.00	0.00	505.79-
2019 TOTAL			2,344.80-	0.00	0.00	0.00	0.00	2,344.80-
2020 TOTAL			51,573.05-	0.00	522.73-	0.00	0.00	52,095.78-
TOTAL REVERSALS			54,423.64-	0.00	522.73-	0.00	0.00	54,946.37-
TOTAL FOR UNIT			2,156,497.96	0.00	11,193.66	1,600.30	0.00	2,169,291.92

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2020 TO 02/26/2021

INCLUDES AG ROLLBACK

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FISCAL START: 08/01/2020 END: 07/31/2021 JURISDICTION: 0337 FRIENDMD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,797,796,969	177,637,433	3,975,434,402	00.487314	18,934,751.84	15,403

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL \$	YTD UNCOLL
2020	18,065,542.22	869,209.62	869,209.62	17,787,203.85	17,787,203.85	1,147,547.99	93.94	0.00
2019	221,138.15	38,641.55-	38,641.55-	88,861.92	88,861.92	93,634.68	48.69	0.00
2018	46,656.63	4,357.94-	4,357.94-	7,395.68	7,395.68	34,903.01	17.48	0.00
2017	21,992.69	3,685.03	3,685.03	5,685.41	5,685.41	19,992.31	22.14	0.05-
2016	17,330.46	480.14-	480.14-	2,147.00	2,147.00	14,703.32	12.74	0.00
2015	14,009.79	.00	.00	696.19	696.19	13,313.60	4.97	0.00
2014	14,747.87	.00	.00	744.55	744.55	14,003.32	5.05	0.00
2013	11,225.18	.00	.00	496.11	496.11	10,729.07	4.42	0.00
2012	10,965.91	115.47-	115.47-	261.64	261.64	10,588.80	2.41	115.47-
2011	10,272.17	74.99-	74.99-	325.19	325.19	9,871.99	3.19	74.99-
2010	9,505.56	.00	.00	759.07	759.07	8,746.49	7.99	0.00
2009	6,883.00	.00	.00	446.87	446.87	6,436.13	6.49	0.00
2008	5,727.32	.00	.00	119.26	119.26	5,608.06	2.08	0.00
2007	1,978.69	.00	.00	0.00	0.00	1,978.69	.32	0.00
2006	2,787.78	.00	.00	8.96	8.96	2,778.82	1.54	0.00
2005	1,428.40	.00	.00	6.95	6.95	1,421.45	.49	0.00
2004	650.49	.00	.00	10.02	10.02	640.47	1.54	0.00
2003	647.12	.00	.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	.00	.00	0.00	0.00	924.85	0.00	0.00
2001	941.66	.00	.00	0.00	0.00	941.66	0.00	0.00
2000	996.69	.00	.00	0.00	0.00	996.69	0.00	0.00
1999	0.00	.00	.00	0.00	0.00	0.00	0.00	0.00
****	18,466,352.63	829,224.56	829,224.56	17,895,168.67	17,895,168.67	1,400,408.52		190.51-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/26/2021
LAND VALUE	4,537,437,822	4,537,437,822	243,468	50,000-	193,468	4,537,631,290
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	1,225,283	5,927,697-	4,702,414-	641,229,458
APPRAISED VALUE	4,537,437,822	4,537,437,822	1,468,751	5,977,697-	4,508,946-	4,532,928,876
EXEMPTIONS	1,018,439,121	1,018,439,121	326,024	3,171,459	3,497,483	1,021,936,604
TAXABLE VALUE	3,494,315,010	3,494,315,010	1,142,727	9,149,156-	8,006,429-	3,486,308,581
LEVY	221,138.15	221,138.15	5,968.68	44,610.23-	38,641.55-	182,496.60
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	2	35	35	10,035
OVER 65	2,975	2,975	1	20	20	2,995
DISABLED	181	181	0	6	6	187
VETERAN	205	205	0	1-	1-	204
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

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	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/26/2021
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	298,261	79,082-	219,179	618,119,588
APPRAISED VALUE	4,207,374,518	4,207,374,518	298,261	79,082-	219,179	4,207,593,697
EXEMPTIONS	891,117,422	891,117,422	278,701	1,634,002	1,912,703	893,030,125
TAXABLE VALUE	3,292,414,186	3,292,414,186	19,560	1,713,084-	1,693,524-	3,290,720,662
LEVY	46,656.63	46,656.63	113.72	4,471.66-	4,357.94-	42,298.69
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	22	22	10,023
OVER 65	2,897	2,897	0	8	8	2,905
DISABLED	0	0	0	3	3	3
VETERAN	204	204	0	1-	1-	203
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/26/2021
LAND VALUE	4,271,816,787	4,271,816,787	0	0	0	4,271,816,787
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	2,010	15,270-	13,260-	615,998,551
APPRAISED VALUE	4,271,816,787	4,271,816,787	2,010	15,270-	13,260-	4,271,803,527
EXEMPTIONS	988,826,434	988,826,434	0	165,571	165,571	988,992,005
TAXABLE VALUE	3,264,000,598	3,264,000,598	2,010	180,841-	178,831-	3,263,821,767
LEVY	21,992.69	21,992.69	10.60	3,674.43	3,685.03	25,677.72
UNCOLLECTIBLE	.00	.05	.00	.00	.00	.05
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	0	0	10,005
OVER 65	2,854	2,854	0	1	1	2,855
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 210
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/26/2021
LAND VALUE	3,999,127,118	3,999,127,118	0	0	0	3,999,127,118
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	13,200-	13,200-	569,874,811
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	13,200-	13,200-	3,999,113,918
EXEMPTIONS	968,850,710	968,850,710	0	75,952	75,952	968,926,662
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	89,152-	89,152-	3,016,751,043
LEVY	17,330.46	17,330.46	.00	480.14-	480.14-	16,850.32
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	0	0	9,913
OVER 65	2,721	2,721	0	1-	1-	2,720
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/26/2021
LAND VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
AG EXCLUSION	24,253,634	24,253,634	0	0	0	24,253,634
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,010,746,098	3,010,746,098	0	0	0	3,010,746,098
EXEMPTIONS	688,493,465	688,493,465	0	0	0	688,493,465
TAXABLE VALUE	2,297,998,999	2,297,998,999	0	0	0	2,297,998,999
LEVY	10,965.91	10,965.91	.00	115.47-	115.47-	10,850.44
UNCOLLECTIBLE	.00	115.47	.00	.00	.00	115.47
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,520	9,520	0	0	0	9,520
OVER 65	2,294	2,294	0	0	0	2,294
DISABLED	184	184	0	0	0	184
VETERAN	202	202	0	0	0	202
TOTAL EXEMPT	611	611	0	0	0	611

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2020	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 02/26/2021
LAND VALUE	3,027,077.728	3,027,077.728	0	0	0	3,027,077.728
AG EXCLUSION	25,181,497	25,181,497	0	0	0	25,181,497
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,027,077.728	3,027,077.728	0	0	0	3,027,077.728
EXEMPTIONS	693,987.772	693,987.772	0	0	0	693,987.772
TAXABLE VALUE	2,307,908.459	2,307,908.459	0	0	0	2,307,908.459
LEVY	10,272.17	10,272.17	.00	74.99-	74.99-	10,197.18
UNCOLLECTIBLE	.00	74.99	.00	.00	.00	74.99
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,686	9,686	0	0	0	9,686
OVER 65	2,190	2,190	0	0	0	2,190
DISABLED	191	191	0	0	0	191
VETERAN	183	183	0	0	0	183
TOTAL EXEMPT	606	606	0	0	0	606

Summary of Jurisdiction Remittances Processed

Report run on: March 9, 2021 4:24 PM

For Remitted Deposit Dates 02/01/2021 thru 02/26/2021 as of 03/09/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 64616	Print Date:02/05/2021						
	Current	335,389.94	81,386.71	0.00	0.00	0.00	416,776.65
	Delq	150.17	31.56	0.00	0.00	0.00	181.73
Last Deposit Date		02/01/2021	\$335,540.11	\$81,418.27	\$0.00	\$0.00	\$416,958.38
ACH 64662	Print Date:02/05/2021						
	Current	175,552.28	42,599.96	0.00	0.00	0.00	218,152.24
	Delq	(1,298.92)	(273.01)	0.00	0.00	0.00	(1,571.93)
Last Deposit Date		02/02/2021	\$174,253.36	\$42,326.95	\$0.00	\$0.00	\$216,580.31
ACH 64709	Print Date:02/08/2021						
	Current	322,084.35	78,157.94	0.00	0.00	0.00	400,242.29
	Delq	1,232.57	255.52	0.00	0.00	0.00	1,488.09
Last Deposit Date		02/03/2021	\$323,316.92	\$78,413.46	\$0.00	\$0.00	\$401,730.38
ACH 64755	Print Date:02/08/2021						
	Current	97,556.29	23,673.37	0.00	0.00	0.00	121,229.66
	Delq	1,838.44	382.63	0.00	0.00	0.00	2,221.07
Last Deposit Date		02/04/2021	\$99,394.73	\$24,056.00	\$0.00	\$0.00	\$123,450.73
ACH 64802	Print Date:02/08/2021						
	Current	331,431.04	80,426.07	0.00	0.00	0.00	411,857.11
	Delq	1,635.41	324.42	0.00	0.00	0.00	1,959.83
Last Deposit Date		02/05/2021	\$333,066.45	\$80,750.49	\$0.00	\$0.00	\$413,816.94
ACH 64849	Print Date:02/09/2021						
	Current	285,063.08	69,174.19	0.00	0.00	0.00	354,237.27
	Delq	3,732.10	589.24	0.00	0.00	0.00	4,321.34
Last Deposit Date		02/08/2021	\$288,795.18	\$69,763.43	\$0.00	\$0.00	\$358,558.61
ACH 64894	Print Date:02/11/2021						
	Current	106,675.38	25,886.07	0.00	0.00	0.00	132,561.45
	Delq	904.07	194.39	0.00	0.00	0.00	1,098.46
Last Deposit Date		02/09/2021	\$107,579.45	\$26,080.46	\$0.00	\$0.00	\$133,659.91
ACH 64933	Print Date:02/12/2021						
	Current	15,688.76	3,807.08	0.00	0.00	0.00	19,495.84
	Delq						
Last Deposit Date		02/10/2021	\$15,688.76	\$3,807.08	\$0.00	\$0.00	\$19,495.84
ACH 64973	Print Date:02/12/2021						
	Current	16,542.08	4,014.16	0.00	0.00	0.00	20,556.24
	Delq	627.63	123.37	0.00	0.00	0.00	751.00
Last Deposit Date		02/11/2021	\$17,169.71	\$4,137.53	\$0.00	\$0.00	\$21,307.24
ACH 65015	Print Date:02/23/2021						
	Current	4,549.63	1,104.03	0.00	0.00	0.00	5,653.66
	Delq						
Last Deposit Date		02/12/2021	\$4,549.63	\$1,104.03	\$0.00	\$0.00	\$5,653.66
ACH 65059	Print Date:02/24/2021						
	Current	9,479.26	2,300.28	0.00	0.00	0.00	11,779.54
	Delq	4.21	0.90	0.00	0.00	0.00	5.11
Last Deposit Date		02/22/2021	\$9,483.47	\$2,301.18	\$0.00	\$0.00	\$11,784.65

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Summary of Jurisdiction Remittances Processed

Report run on: March 9, 2021 4:24 PM

For Remitted Deposit Dates 02/01/2021 thru 02/26/2021 as of 03/09/2021

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 65101	Print Date:02/25/2021						
	Current	2,511.04	609.34	0.00	0.00	0.00	3,120.38
	Delq	0.43	0.09	0.00	0.00	0.00	0.52
Last Deposit Date	02/23/2021	\$2,511.47	\$609.43	\$0.00	\$0.00	\$0.00	\$3,120.90
ACH 65139	Print Date:02/26/2021						
	Current	12,524.33	3,039.21	0.00	0.00	0.00	15,563.54
	Delq	717.47	146.67	0.00	0.00	0.00	864.14
Last Deposit Date	02/24/2021	\$13,241.80	\$3,185.88	\$0.00	\$0.00	\$0.00	\$16,427.68
ACH 65179	Print Date:03/01/2021						
	Current	13,342.97	3,237.83	0.00	0.00	0.00	16,580.80
	Delq	(223.78)	(46.23)	0.00	0.00	0.00	(270.01)
Last Deposit Date	02/25/2021	\$13,119.19	\$3,191.60	\$0.00	\$0.00	\$0.00	\$16,310.79
ACH 65262	Print Date:03/09/2021						
	Current	6,768.82	1,642.55	0.00	0.00	0.00	8,411.37
	Delq	352.66	71.58	0.00	0.00	0.00	424.24
Last Deposit Date	02/27/2021	\$7,121.48	\$1,714.13	\$0.00	\$0.00	\$0.00	\$8,835.61
Total:		\$1,744,831.71	\$422,859.92	\$0.00	\$0.00	\$0.00	\$2,167,691.63

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: April 5, 2021

Date submitted: 02/25/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of City Council Regular Meeting held on March 1, 2021.

Originating Department: City Secretary

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of March 1, 2021, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 03/01/21 Minutes

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
MARCH 1, 2021

6 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, MARCH 1, 2021, AT 06:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO-TEM TRISH HANKS
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER SALLY BRANSON
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation – Pastor Justin Baldwin, The Harbor

The invocation was given by Pastor Justin Baldwin with The Harbor.

3. Pledge of Allegiance – United States and Texas

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Brady Maura, Friendswood resident, addressed Council and stated on the way to the council meeting there was an estimated 60 beautiful live oak trees in Friendswood and stated that League City has three times that many. Both Pearland and Alvin have many beautiful live oak trees. The trees in Friendswood have zero chance of surviving with what the developer would like to do and suggested that if the developer were to stay to the footprint, or even enlarged the footprint by double to 5,000 square feet, the trees would have a good chance of surviving. The trees have two strikes against them due to the construction and lack of maintenance. The mitigation that has to follow up on a project like this is long lasting and it will be at least 20 years before they are in the safe zone. These trees have value beyond what can be bought and hopes there is a newfound understanding that they are important and that there is still a way to preserve them.

Robin Hall, Friendswood resident, addressed Council and introduced Friendswood Rotarians Derek Brown and Judy Wiggins. Ms. Hall stated COVID-19 began at the end of her tenure as President of the Friendswood Rotary Club from July 1, 2019, to June 30, 2020. COVID-19 began and cities went on lockdown, there were many things affected and everyone felt like there was no control. Being a part of Rotary, several of the Rotarians wanted to do something to help the community. The Friendswood Rotary Foundation is not equipped to give money to businesses, but are able to help those individuals in need. At the time, there was a need to help both and needed to figure out a way to make that happen. Local restaurants needed business, as restaurants were not allowed to have dine-in but able to serve take-out. There was also a need for those that lost their jobs suddenly due to the government shut down and could use a hot meal. Rotarian David Smith and Robin Hall talked with City Manager Morad Kabiri to see what Rotary could do. At the same time, Friendswood Youth Baseball also reached out to Rotary and a meeting was quickly put together with City Manager Kabiri, Assistant City Manager Steven Rhea, David Smith, Friendswood Youth Baseball board members Justin Estopinal and Alyssa Tjaden. The three organizations made a plan to help provide meals to those in need. Over \$60,000 was spent on 6,100 meals which were purchased from Friendswood's local restaurants, and the meals were given out three times a week. The purpose of being at this Council meeting is to share an award that was presented to the Rotary Club of Friendswood by the Friendswood Chamber of Commerce for the meals efforts. The restaurants stated it helped to keep the restaurants afloat during those trying times. Rotarians took applications, vetted applications, made referrals for extra needs that could not be met and were onsite passing out meals. Ms. Hall stated she would like to thank Rotarians Dave Smith, Chris Turner, Gerry Stacy, Judy Wiggins, Scott Dayton, Craig Hall, and Justin Estopinal. Friendswood Youth Baseball volunteers that showed up each and every day to pass out meals were Alyssa Tjaden, Justin Estopinal, and Jill Carver. Ms. Tjaden organized a number of baseball parents that delivered meals. Everyone that needed a meal were not always able to pick it up and volunteers were needed to deliver meals. The Parks & Recreation Department Assistant Director Michael Boyett helped facilitate the drivers to deliver meals to the senior citizens that usually had meals at the senior facility which was closed so was no longer an option. Senior Program Manager Genie Balderaz and Assistant Senior Program Manager Shadey Caraveo-Saldana drove the city bus to each of the seniors residences to make sure that they had a good, hot meal. These two women were great during this process. There was one meal pickup that was shorted a meal by accident and instead of coming all the way back to the park to get another meal, Ms. Balderaz and Ms. Caraveo-Saldana went through one of the open drive-thrus and paid for a meal with their own money to insure that anyone that needed a meal did not go without one. The purpose here today is to share the award with the City of Friendswood and the Friendswood Youth Baseball because it could have not been done without the great partnership that the three organizations formed together. Ms. Hall stated she would like to nominate Genie Balderaz and Shadey Caraveo-Saldana for the Five Star Award.

Don Johnson, Friendswood resident, addressed Council and stated he is a member of the Harris-Galveston Subsidence District and thanked Mayor and Council for approving his appointment to the Subsidence District. This is something that is near and dear to his heart. The Subsidence District is an organization that most people do not know a whole lot about, was created by the legislature in 1975 and is closely related to flood control. When there is too much pumping of fluids on high surface areas, the land sinks. There was a problem in Baytown over by Goose Creek oil field where oil was close to the surface, and between the water pumping and the oil pumping the estimate was that the ground had been subsiding about one inch a year all the way back to 1925. There were areas that had about a four-foot subsidence. It got so bad in Baytown that they had to create sirens when the tide was unusually high, which would sound to notify residents to leave because the water was coming in. That is when the legislature took action and created the Subsidence District across a wide area of Harris and Galveston Counties to have representation there as much as possible to create a 19-member Board of Representatives. The General Manager has done a good job, particularly in Galveston County where the subsidence is under control. Mr. Johnson stated he will make sure that subsidence is under control and that it is done in a cost-effective manner without any international trips to the Netherlands, Japan, or any other countries. Mr. Johnson reported that he was not part of the board during the two-year period where a trip to the Netherlands was approved, and wants to make sure that does not happen again. He thanked Council and stated that he really appreciates the opportunity, and will do his very best.

5. WORK SESSION

A. Capital Improvement Projects Update

Mayor Foreman opened the discussion regarding the Capital Improvement Projects Update. Director of Engineering/City Engineer Jildardo Arias provided a PowerPoint presentation. Mr. Arias reported that Lift Station 23 is 80% complete, a standby generator is in place, a control building is to be installed soon, the majority of the work remaining is electrical, and city staff were trained on February 9 to use the new scrubber/odor control system. The city, Friendswood Volunteer Fire Department, PGAL and the Construction Manager At Risk (CMAR) Christensen Building Group held a kickoff meeting the morning of March 1 to discuss Fire Station No. 2. The programming is completed on the \$4.1 million project and PGAL will present the results at the April Council meeting. Councilmember Hanks asked if the picture presented will be what the façade will look like and Mr. Arias stated no, it may be slightly different. The façade was part of the discussion held at the meeting. This is just the starting point and will look at other city building facades to match. One of the biggest challenges that CMAR has right now is the cost of steel. There has been an increase every two weeks and hopes it stabilizes. Mr. Arias stated he plans on pushing for a maximum guarantee price lock down and get everyone locked into place of that cost. A contract for design work from PGAL is to be presented to Council in April. A meeting was also held the morning of March 1 with PGAL and CMAR Core Construction regarding the Public Safety Building (PSB) expansion. The programming results for the PSB expansion will also be given at the April Council meeting along with the design contract with PGAL.

The next update provided was the Blackhawk Facility Renovation and Shelter with five Request for Qualifications (RFQ) for A & E Services for the Blackhawk Emergency Shelter. The city would like to have an architect selected for the shelter component and ready for approval at the April Council meeting, and is depending on the completion of Harris County's review of Section 3 paperwork before the RFQ can be graded and awarded. City Manager Morad Kabiri stated the shelter

component of the project is being paid for through the Community Development Block Grant Funds administered through Harris County. Therefore, Harris County has to review and approve everything associated with it. Staff is working with a local designer for a layout for the rest of the building to be used by Public Works, Engineering, and Parks & Recreation. The next update was Friendswood Lakes Boulevard which is 34.2% complete. The recent Winter Freeze Storm slowed it down but it is picking back up again. The contractors finished the installation of the sanitary sewer main. The installation of an 8-inch waterline and storm sewer is still ongoing. The first concrete pour was February 9, 2021, of approximately 900 linear ft. with a current scheduled completion date of June 10, 2021. Mr. Arias provided an update on the Texas Department of Transportation (TxDOT) projects with the FM 518 Curb and Ramp Project. The project has been awarded by TxDOT in February. A concrete start date has not been given since a pre-construction meeting has not been held. It will possibly be the next couple of months before they kick-off the project. Mr. Arias mentioned a Friendswood Downtown Economic Development Corporation (FDEDC) Advanced Funding agreement on the Consent Agenda with TxDOT. The agreement is to pay for the cost associated with adjusting city utilities because of this project. The majority of the adjustments will be in the manholes and water valve to get in line with the grade of the sidewalks. Franchise utilities will be taking care of their own adjustments. In addition, TxDOT stated the traffic signal designs for Leisure Lane at FM 518 have been completed, the plans were sent to a fabricator in December 2020, and signals are expected to be fabricated and delivered to TxDOT by June 2021. Mayor Foreman asked about a contribution the city offered for expediting this project and Mr. Arias stated TxDOT has not been definitive with that necessity or amount. The next update provided was the 2020 Street Maintenance Program with \$3.8 million billed to date, city is currently holding retainage plus a portion of billed work until quality issues are addressed, longitudinal cracking at the edge of asphalt streets will be sealed unless deemed in need of patching (cracking caused by lack of a shoulder), driveways on N. Clear Creek have been re-sloped to no more than 10%, and a change order is anticipated at the April Council meeting to reconcile differences in quantities, assuming all quality issues have been addressed. Mayor and Council discussed 2021 projects and quality control issues. The next update provided was regarding Chester Drive with core samples revealing a combination of underlying causes of visible cracking and washboarding, cause was base failure and subgrade expansion, contractor made base repairs to sections of the street, contractor to seal coat street to seal any remaining cracks, joints where street patched, seal coat will extend expected maintenance, and future work must be full-depth reconstruction due to expansive soils underneath. Mayor and Council discussed the possibility of a total rebuild of this road. The next update was the 2021 Street Maintenance Program with a review of streets for the 2021 program ongoing, streets will be selected largely based on score on city's IMS Study, other selection factors include frequent repair tickets, effects on drainage, rideability, traffic volume, and professional judgment and experience, 2021 will be split in two of concrete repairs and asphalt repairs, contract for concrete repairs anticipated to be presented to Council at the April meeting for consideration with a \$500,000 starting point. Mayor and Council discussed asphalt streets versus concrete streets, have to see how far the city can stretch its dollars, and cannot do core samples on every street before construction.

6. CLOSED EXECUTIVE SESSION

A. Communications from the public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

B. Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.087: Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect with possible discussion and action related thereto in open session.

Council convened into Executive Session at 6:54 PM in accordance with the Texas Government Code, pursuant to Section 551.087 - Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect.

7. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session at 7:11 PM with no action taken later in the meeting.

8. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Phil Ratisseau, Friendswood resident, addressed Council and recognized his neighbor, Dave Yelovich, as an example of the outstanding members the community has living in Friendswood. The Governor appointed Mr. Yelovich to the State Board of Plumbing Examiners. In the past couple of weeks, Mr. Yelovich has helped many neighbors with plumbing questions and issues. Whether contacted through social media, phone, or a knock at the door, Mr. Yelovich was there to help anyone that needed it. Mr. Yelovich is a great asset to the Friendswood community.

David Allen, Friendswood resident, addressed Council and stated last month he spoke about former Central Intelligence Agency (CIA) Director John Brennan who was going to mobilize the intelligence agencies and law enforcement to root out nativists, religious extremists and Libertarians. Mr. Allen expressed additional concerns regarding a general assault on the country, race wars, ANTIFA, false flags being funded from outside sources, and numerous other ways society is being blasted. Mr. Allen wanted to remind everyone to stay calm, we are an American family. God bless.

9. City Manager's Report

A. Hurricane Harvey Update

City Manager Morad Kabiri reported a brief update on Hurricane Harvey regarding Hazard Mitigation Grant Program (HMGP) - Buyout and Acquisitions where 24 properties were included in the initial application, 4 properties have closed, awaiting settlement on 3 remaining properties, 17 properties declined offers, and demolition services are complete for 3 of the 4 properties. Under the Texas Water Development Board – Flood Mitigation Assistance Grant there are 4 properties included in the initial application, 3 properties closed, 1 property has declined offer, and demolition services are complete. Under the Community Development Block Grant (CDBG)-Disaster Recovery for Harris County, the Blackhawk Facility (old Food Lion) has been closed upon, soliciting services for emergency shelter renovations and engineering and environmental services continue for the Forest Bend Detention Project. Under the CDBG-Disaster Recovery for Galveston County, engineering

services continue for the utility line burial, and internal project management acquisition services continue (Deepwood and Frenchman's Creek) with appraisals being scheduled. Federal Emergency Management Agency (FEMA) Disaster Assistance is complete, and awaiting final reimbursement. CDBG Mitigation applications are awaiting response from the General Land Office (GLO) on the city's application submitted last October. Following an audit with Community Rating System (CRS), upgraded from a Class 7 to Class 6, with lower insurance premiums for policy holders in the special Flood Hazard areas.

B. Coronavirus Disease 2019 (COVID-19) Update

The City Manager reported that Staff continues to implement and follow the Continuity of Operations and Pandemic Plans. The city continues to monitor the pandemic, city facilities reopened to the public, no businesses have been closed by the City of Friendswood due to COVID, no citations have been issued by the City of Friendswood relative to compliance with Governor Abbott's Executive Orders, disinfecting workspaces and vehicles continue, extended screening protocols for public meetings, previously applicable only to staff, now to all participants, submitted for the reimbursement of eligible expenditures under the CARES Act; Harris County Coronavirus Relief Fund (CRF) reimbursement received, participating in State and County level calls for vaccine distribution and a Public Health Event Declaration has been made in accordance with the *Pandemic Plan*.

C. Friendswood Named One of the Safest Cities in Texas

The City Manager reported that Alarms.org named Friendswood one of the Safest Cities in Texas-2021 with Friendswood being ranked 15th out of 154 cities surveyed. Alarms.org reviewed the most recent FBI Uniform Crime Report statistics from 2018. Any cities that failed to submit a complete crime report to the FBI and cities with populations under 10,000 were eliminated. There are two broad classifications of crimes: violent crimes and non-violent crimes. According to the FBI, violent crime is composed of four offenses, murder and non-negligent manslaughter, rape, robbery, and aggravated assault. Violent crimes are defined in the Uniform Crime Reporting (UCR) Program as those offenses that involve force or threat of force. Property crime includes the offenses of burglary, larceny-theft, motor vehicle theft, and arson. The object of the theft-type offenses is the taking of money or property, but there is no force or threat of force against the victims. It was computed by the total number of crimes reported by each city by adding violent crimes and property crimes. Then a crime rate was created as the number of crimes per 1,000 population. That transformed the total crime rate variable so that the skewness was reduced and normalized. Data from 2,831 law enforcement agencies was then collected to determine police adequacy (Total Crimes/Number of police employees). It was considered that the smaller the police adequacy statistic is, the safer the city is. This variable was also transformed and normalized. Finally, the two variables were combined to create a safety score for each city. The City Manager thanked the outstanding Police Department for keeping the City of Friendswood safe!

D. Winter Storm 2021 Update

The City Manager reported on the extremely low temperatures across the state and hazardous conditions that occurred last month. The city issued a Disaster Declaration on Sunday, February 14, 2021, and commenced emergency operations. Early Monday morning, more than half the city experienced a power outage, and for some the outage lasted multiple days. A number of critical city facilities, with backup generators, were rendered inoperable due to a disruption in natural gas. Staff responded quickly and decisively to ensure critical resources were provided. In addition to city facilities, five senior living/assisted living facilities lost access to power and some water. City staff worked quickly to secure backup power for those facilities for heat and delivered bottled water during the boil water period. Crews worked 24/7 to address both public and private waterline breaks, and to ensure the integrity of the city's utility system. Unfortunately, a boil water notice had to be put in place due to Houston's system experiencing a loss in pressure as a result of widespread breaks.

The vast majority of Friendswood and other neighboring cities' water comes from Houston's Southeast Water Purification Plant. Included with this item are some analytics related to the city's communication efforts before, during, and after the event.

Councilmember Scott stated that the city should be reimbursed for the for-profit senior facilities that it had to help. These are privately for-profit funded companies, and as someone responsible for the government dollars, the city needs to go back to those facilities and get refunded for the expenditures that the city put in to power them during the outage. It is admirable what was done, but the senior living facilities are a for-profit organization and the city should get the money back. The City Manager stated the city will communicate with those agencies. The expenses that the city incurred during this event are reimbursable through the State of Texas, will be reimbursable through the privately held for-profit company that benefited from it. Staff will reach out to those facilities in hopes of getting some reimbursement but are still going to submit for reimbursement from the state, in case the for-profits do not make us whole. City Manager Kabiri stated he does not want the citizens to be left holding the bag when there are eligible dollars there.

10. Communications from Committees and Special Reports

A. Annual Report from Planning and Zoning Commission Chair Joe Matranga

Planning and Zoning Commission Chair Joe Matranga presented the annual report from the Planning and Zoning Commission. Mayor and Council thanked the Planning and Zoning Commission Chair for the report, the great job the Commission is doing, and on the Commission's dedication.

11. Discussion and Possible Action

A. Discussion and possible action regarding approving an interlocal agreement between Harris County and the City of Friendswood to receive a donation of non-capital assets.

****Councilmember Scott moved to approve action regarding approving an interlocal agreement between Harris County and the City of Friendswood to receive a donation of non-capital assets. The motion was seconded and approved unanimously.**

12. Resolution

Consideration and possible action regarding the following:

A. Resolution No. R2021-07: A resolution of the City Council of Friendswood, Texas, in support of Greater Harris County 9-1-1 legislation.

****Councilmember Rockey moved to approve Resolution No. **R2021-07** – A resolution of the City Council of Friendswood, Texas, in support of Greater Harris County 9-1-1 legislation. The motion was seconded and approved unanimously.**

13. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2021-04: Second and Final reading of an ordinance amending Appendix C Zoning Ordinance "Section 7.P.6. Permitted Use Table" to allow less dense residential uses in higher dense residential districts by defining residential uses in the table and amending "Section 7. B. (R-2 and R-3) MFR-L, residential, general purpose and description," "Section 7.C.(R-4) MFR-M, residential, general purpose and description," and "Section 7.D.(R-5) MFR-H, residential, general purpose and description" to require the less

dense residential use located in higher dense residential districts to meet the district regulations of the less dense district; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

****Councilmember Branson moved to approve the Second and Final reading of Ordinance No. 2021-04 – An ordinance amending Appendix C Zoning Ordinance "Section 7.P.6. Permitted Use Table" to allow less dense residential uses in higher dense residential districts by defining residential uses in the table and amending "Section 7. B. (R-2 and R-3) MFR-L, residential, general purpose and description," "Section 7.C.(R-4) MFR-M, residential, general purpose and description," and "Section 7.D.(R-5) MFR-H, residential, general purpose and description" to require the less dense residential use located in higher dense residential districts to meet the district regulations of the less dense district; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.**

The motion was seconded and approved unanimously.

- B. Ordinance No. T2021-05: Second and Final reading of an ordinance amending Appendix C Zoning Ordinance "Section 7.Q.2. Residential Regulation Matrix" to amend sub note F to allow lots in existence that are zoned Single Family Residential (SFR) and are less than 90 feet wide to continue with the setbacks that were established when the lot was platted or created; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

****Councilmember Scott moved to approve the Second and Final reading of Ordinance No. 2021-05 – An ordinance amending Appendix C Zoning Ordinance "Section 7.Q.2. Residential Regulation Matrix" to amend sub note F to allow lots in existence that are zoned Single Family Residential (SFR) and are less than 90 feet wide to continue with the setbacks that were established when the lot was platted or created; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.**

The motion was seconded and approved unanimously.

- C. Ordinance No. T2021-08: First and Final reading of an ordinance of the City of Friendswood, Texas, declaring the unopposed candidates for Mayor, Mike Foreman, City Council Position 1, Steve Rockey, and City Council Position 3, Trish Hanks, elected; cancelling the May 01, 2021, General Election, for such positions; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

****Councilmember Rockey moved to approve the First and Final reading of Ordinance No. 2021-08 – An ordinance of the City of Friendswood, Texas, declaring the unopposed candidates for Mayor, Mike Foreman, City Council Position 1, Steve Rockey, and City Council Position 3, Trish Hanks, elected; cancelling the May 01, 2021, General Election, for such positions; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith. The motion was seconded and approved unanimously.**

- D. Ordinance No. T2021-09: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment V" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

****Councilmember Scott moved to approve the First and Final Ordinance No. 2021-09 – An ordinance amending City of Friendswood, Texas, Ordinance No. 2020-35, passed and approved September 14, 2020, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2020-2021 by approving "Budget Amendment V" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2020-2021"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.**

The motion was seconded and approved unanimously.

- E. Ordinance No. E2021-10: First and Final reading of an ordinance providing for the suspension or modification of certain ordinances and regulations as an emergency measure in response to a state of disaster due to Winter Storm 2021; requiring registration and licensing of providers of building and repair services per Chapter 14 Buildings and Building Regulations; providing for a penalty in an amount not to exceed \$2,000 per day of violation hereof; declaring an emergency and providing for severability and providing that this ordinance shall become effective from and after its passage and adoption.

****Councilmember Hanks moved to approve the First and Final reading of Ordinance No. E2021-10 – An ordinance providing for the suspension or modification of certain ordinances and regulations as an emergency measure in response to a state of disaster due to Winter Storm 2021; requiring registration and licensing of providers of building and repair services per Chapter 14 Buildings and Building Regulations; providing for a penalty in an amount not to exceed \$2,000 per day of violation hereof; declaring an emergency and providing for severability and providing that this ordinance shall become effective from and after its passage and adoption.**

The motion was seconded and approved unanimously.

14. Communications from the Mayor and Councilmembers

Councilmember Rockey stated he just wanted to tell everybody that he is feeling much better since last month. He had another brief period in the hospital with a secondary infection but has been home more than a week and can walk a quarter mile now. Is getting along pretty good and has been working. He thank everyone who has expressed concern and is playing it day by day.

Councilmember Branson stated she would like to thank the city for stepping up during the cold snap, appreciates what everyone did and knows that the senior facilities really appreciate what the city did and their family members do as well. She congratulated Councilmember Trish Hanks, Mayor Mike Foreman and Councilmember Steve Rockey on their re-election. Councilmember Branson congratulated City Secretary Melinda Welsh on her upcoming retirement and to enjoy this next chapter of her life. Melinda is going to be missed and has done a fantastic job. She asked Melinda not to be a stranger and to come back, but enjoy the time away.

Mayor Pro-Tem Hanks stated she would like to echo everything that Councilmember Branson just said. Thanks to the community for giving her an opportunity to serve another three years. The staff did a yeoman's job with this storm and it just seems like it is one thing after another, the city is getting used to emergencies but it would be nice to go back to some semblance of normalcy. She congratulated City Secretary Melinda Welsh and thanked her for everything she did to make this city run smoothly, for Council to run smoothly and the support Melinda gives to each one of the councilmembers and wished her the best.

Councilmember Griffon congratulated Councilmember Rockey, Hanks and Honorable Mayor Foreman on the three-year term coming up, it is awesome and the best way to run is unopposed, it does not happen that often but when it does it sure makes it easier. He also congratulated City Secretary Melinda Welsh on her retirement and stated he really enjoyed working with Melinda and that it has been awesome and thanked her for holding his hand through several situations and with helping his wife and her duties as treasurer during his last campaign. Councilmember Griffon stated in regards to the arctic freeze, the criticism that the Governor has had of the Utility Commission of Texas and the legislature has gotten on social media, email and on the radio is warranted. The Governor was not prepared and the Electric Reliability Council of Texas (ERCOT) was not prepared. He does not believe people should be running around trying to get participation trophies for 25% air and solar and wind and solar when all of the grids and everything else needs new transformers, and new upgrading for freezes. It is disappointing as a citizen of Friendswood, should have never been subjected to the unpreparedness that was experienced through ERCOT, the legislation, and especially from the Governor of Texas. Councilmember Griffon stated that is the way he felt about it and that is where he will leave it.

Councilmember Scott echoed everybody else and stated to City Secretary Melinda Welsh that he has been working with her longer than anybody else on Council and thanked her very much for her service to the community and stated the city is better having had Melinda serve and wished her nothing but the best in retirement.

Councilmember Erenwert congratulated Mayor Foreman, Councilmember Rockey and Councilmember Hanks on the next three years. He congratulated City Secretary Melinda Welsh on her retirement. Councilmember Erenwert thanked the Friendswood police for continuing to make the lists and keep moving Friendswood up on being safe. He stated the Parks and Recreation Department had the Daddy Daughter Movie in the Park this weekend. His kids seem to be getting a little old to go to these and it is kind of sad missing those but encouraged those that have not gone to go, they are pretty neat events for the kids and Parks did a really great job from all the reviews he heard it was a real neat event for the kids. Councilmember Erenwert stated many know he is in the logistics business and that last week of the Arctic Freeze was probably one of the toughest weeks he has ever dealt with, floods are pretty isolated, hurricanes are isolated but the freeze was so widespread and saw a lot of things we did not know the city navigated. The city kept the roads safe and everything around here flowing and somewhat back to normal within a couple days and like Councilmember Hanks stated that we just keep finding ways to get through this, excel, and told everyone good job.

City Secretary Melinda Welsh thanked Mayor and Council for the opportunity to be the City Secretary, has worked every role in the City Secretary's Office but definitely being City Secretary has gotten her a little closer to Council. The experience has been rewarding and would not trade it for anything but is ready to have a life again. She stated that most of the current Council were not on City Council at the time when Ms. Welsh was appointed City Secretary but thanked them for their continued support, and stated Council has been wonderful to work with and appreciates it. Ms. Welsh stated she values her years at the city and thanked City Council.

Mayor Foreman thanked City Secretary Melinda Welsh for training him first as a councilmember and now as a mayor, could not have done this all without Ms. Welsh's help so Council definitely appreciates her and everybody in Friendswood should know that today was proclaimed Melinda Welsh Day in the City of Friendswood.

15. Consent Agenda

Consideration and possible action regarding the following:

- A. Ratification of the Director of Engineering's signature on an Advance Funding Agreement for Voluntary Utility Relocation Contributions on a State Highway Improvement Project generally described as: The construction of curb ramps and signal improvements on FM 518, from FM 2351 to South of Whispering Pines Avenue
- B. Authorizing the Friendswood Downtown Economic Development Corporation (FDEDC) to pay for the cost of relocations and adjustments of water and sewer line facilities owned and operated by the City of Friendswood along FM 518 from FM 2351 to South of Whispering Pines by reimbursing the City of Friendswood for the advance funding the City paid to the State of Texas for cost of relocations and adjustments of said water and sewer line facilities
- C. Approve and ratify the Mayor's appointment of Darrell Morrison to the Gulf Coast Authority Board
- D. Approving an agreement to provide the City of Friendswood water for a fire supply line located outside of the city limits
- E. Approving \$10,000 in matching funds with the Rotary Club of Friendswood donation for Movies in the Park equipment
- F. Accepting the January 2021 Tax Report
- G. Approving the minutes of the January 11 and February 1, 2021, City Council Meetings

****Councilmember Scott moved to approve the Consent Agenda.
The motion was seconded and approved unanimously.**

16. CLOSED EXECUTIVE SESSION

- A. Communications from the public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

- B. Council may convene into Executive Session in accordance with Texas Government Code, pursuant to Section 551.074: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee with possible discussion and action related thereto in open session. (Appointment of the City Secretary)

Council convened into Executive Session at 7:59 PM in accordance with the Texas Government Code, pursuant to Section 551.074 – Personnel Matters; to deliberate the appointment, employment,

evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (Appointment of the City Secretary)

17. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session at 9:12 PM with action taken later in the meeting.

18. Consideration and possible action regarding the appointment of the City Secretary

******Councilmember Hanks moved to approve action regarding the appointment of the City Secretary and for the City Manager to negotiate an offer with the top candidate.
The motion was seconded and approved unanimously.

19. Adjournment

The meeting was adjourned at 9:16 PM.

Mayor Mike Foreman

Attest:

Leticia Brysch
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 02/04/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance of the City Manager.

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: April 5, 2021

Date submitted: 03/31/2021

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consideration and take possible action regarding the City Manager's annual review.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS